



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, January 12, 2021 at 6:30 p.m.

TELECONFERENCE

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

MEETING ID: 865 3780 4338

<https://us02web.zoom.us/j/86537804338>

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

CALL TO ORDER

Maria Davila, Mayor

INVOCATION

Pastor Elias Gabriel, First Baptist Church

PLEDGE OF ALLEGIANCE

Darren Arakawa, Captain

ROLL CALL

Carmen Avalos, City Clerk

II. City Officials

MAYOR

Maria Davila

CITY CLERK

Carmen Avalos

VICE MAYOR

Al Rios

CITY TREASURER

Gregory Martinez

COUNCIL MEMBERS

Maria del Pilar Avalos

Denise Diaz

Gil Hurtado

INTERIM CITY MANAGER

Chris Jeffers

CITY ATTORNEY

Raul F. Salinas

COVID 19 Meeting Procedures

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the South Gate City Council, staff, and the public will participate in the January 12, 2021 meeting via a teleconference. To avoid exposure to COVID-19 this meeting will be held with City Council Members participating via teleconference by calling Dial-in-Number: 1 (669) 900-6833 and Meeting ID: 865 3780 4338 and <https://us02web.zoom.us/j/86537804338>

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

Procedure for Participation:

Any person wanting to participate may request to "speak" on an agenda item. Once acknowledged and authorized by the Mayor the person may speak. Alternatively, any person may submit

comments on an item electronically by emailing cavalos@sogate.org. Submissions by email must be received 30 minutes prior to the posted start time of the meeting if emailing subject.

Subject line should read: **COMMENTS FOR ITEM _____, MEETING OF JANUARY 12, 2021.**

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

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

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. Ordinance Pertaining To New State Regulations For The Construction Of Accessory Dwelling Units And Accessory Structures

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

- a. Waiving the reading in full and introducing an **Ordinance** _____ repealing Ordinance No. 2360 in its entirety and adopting new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code to comply with the State's new regulations for the construction of accessory dwelling units and accessory structures; and
- b. Accepting the determination that the proposed amendment is Exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17.

Documents:

[ITEM 1 REPORT 011221.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 **2, 3, 4, 5, 6 and 7** 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.

2. Resolution Amending Administrative Regulation 206 Pertaining To Contracts For Professional Or Other Services

The City Council will consider adopting a **Resolution** _____ amending Administrative Regulation 206, Contracting Professional Services, in its entirety and approving a new Administrative Regulation 206, Professional Service Agreements, authorizing the City Manager to approve and execute professional service agreements with less than a \$50,000 value to avoid service and project delays. (ADMIN)

Documents:

[ITEM 2 REPORT 011221.PDF](#)

3. Groundwater Pumping Water Rights Lease Agreement With Rockview Dairies, Inc.

The City Council will consider: (PW)

- a. Approving the Groundwater Pumping Water Rights Lease Agreement (**Contract No.** _____) with Rockview Dairies, Inc., to lease 100 acre-feet of the City's Fiscal Year 2020/21 Water Rights, without flex, retroactively effective July 1, 2020, in the amount of \$190 per acre-feet, or \$19,000 total; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 3 REPORT 011221.PDF](#)

4. Agreement With Vido Samarzich, Inc., For The Citywide Sidewalk Improvement Project, Phase VII

The City Council will consider: (PW)

- a. Approving an Agreement (**Contract No.** _____) with Vido Samarzich, Inc., for the construction of the Citywide Sidewalk Improvement Project, Phase VII, (Project), City Project No. 659-ST, in an amount not-to-exceed \$419,747;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- c. Approving the Notice of Exemption (NOE) for the construction of the Project; and
- d. Directing the City Clerk to file the NOE with the Los Angeles County Registrar Recorder's Office.

Documents:

[ITEM 4 REPORT 011221.PDF](#)

5. Attorney Representation Agreement With The Law Offices Of Christensen HSU Sipes, LLP For Specialized Legal Services

The City Council will consider: (ATTY)

- a. Approving Attorney Representation **Agreement (Contract No.** _____), and Disclosure and Client Consent, with the Law Offices of Christensen Hsu Sipes, LLP to represent the City in

pending litigation entitled *Senorina Rendon v. The City of South Gate, etc., et. at*, Los Angeles Superior Court Case No. 20STCV1008181; and

b. Authorize the Mayor to execute the Agreement and the Disclosure in a form acceptable to the City Attorney.

Documents:

[ITEM 5 REPORT 011221.PDF](#)

6. Certificate Of Acceptance For A Grant Deed From Margarita Gonzalez

The City Council will consider: (PW)

a. Accepting the Grant Deed from Margarita Gonzalez to secure a 6-foot swath of right-of-way for street purposes as a part of the proposed development project to be located at 3297 Tweedy Boulevard which was required pursuant to the Mobility Element of the South Gate General Plan 2035; and

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

Documents:

[ITEM 6 REPORT 011221.PDF](#)

7. Minutes

The City Council will consider: (CLERK)

a. Approving the Regular and Special City Council Meeting minutes of November 24, 2020; and

b. Approving the Regular and Special City Council Meeting minutes of December 8, 2020.

Documents:

[ITEM 7 REPORT 011221.PDF](#)

VIII. Reports, Recommendations And Requests

8. First-Time Homebuyer Program Guidelines And Procedures

The City Council will consider: (CD)

a. Receiving and filing report approving and adopting the HOME Investment Partnership Program (HOME) funded First-Time Homebuyer Program Guidelines and Procedures; and

b. Appropriating \$300,000 in unassigned Fiscal Year 2020/21 HOME Funds (Fund No. 242) to the First-Time Homebuyer Program fund.

Documents:

[ITEM 8 REPORT 011221.PDF](#)

9. Warrant Registers For December 22, 2020, And January 12, 2021

The City Council will consider: (ADMIN SVCS)

a. Approving Check No. 90844 and 90848 from November 24, 2020;

b. Approving the Warrant Register for January 12, 2021;

Total of Checks: \$2,238,383.95

Total Payroll Deductions: \$ 372,977.14

Grand Total: \$1,865,406.81

- c. Ratifying the Warrant Register for December 22, 2020; and
- d. Approving Check Nos. 90946, 90951, 90960, 90971, 90994 and 91010 from December 8, 2020.

Documents:

[ITEM 9A REPORT 011221.PDF](#)
[ITEM 9B REPORT 011221.PDF](#)
[ITEM 9C REPORT 011221.PDF](#)
[ITEM 9D REPORT 011221.PDF](#)

IX. Adjournment

Adjournment in memory of Chief of Police Randy Davis' daughter Brittany Davis.

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted January 6, 2021 at 5:41 a.m. as required by law.

Carmen Avalos, CMC
City Clerk

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

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

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

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

RECEIVED

JAN 4 - 2021

City of South Gate Item No. 1
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:30am

AGENDA BILL

For the Regular Meeting of: January 12, 2021

Originating Department: Community Development

Interim Director:


Paul E. Adams

Interim City Manager:


Chris Jeffers

SUBJECT: ORDINANCE REPEALING ORDINANCE NO. 2360 AND ADOPTING NEW CHAPTER 11.43 (ACCESSORY DWELLING UNITS AND ACCESSORY STRUCTURES) TO COMPLY WITH THE STATE'S REGULATIONS TO THE MUNICIPAL CODE

PURPOSE: To consider the Planning Commission's recommendation to amend the South Gate Zoning Code regulating Accessory Dwelling Units (ADUs) to conform to new State law requirements established by Assembly Bill 68, Senate Bill 13 and Assembly Bill 881, and to establish development standards for accessory structures in the City.

RECOMMENDED ACTIONS: Following the conclusion of the Public Hearing:

- a. Waive the reading in full and introduce Ordinance repealing Ordinance No. 2360 in its entirety and adopting new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code to comply with the State's new regulations for the construction of accessory dwelling units and accessory structures; and
- b. Accept the determination that the proposed amendment is Exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17.

FISCAL IMPACT: None.

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 and published in the *Los Angeles Wave* newspaper on December 31, 2020.

ALIGNMENT WITH CITY COUNCIL GOALS: The adoption of the proposed Ordinance supports the goal of "improving communications and civic engagement" and "internal process improvements" by updating the City's Zoning Ordinance to include applicable state land use mandates facilitating the dissemination of clear and consistent information.

ENVIRONMENTAL EVALUATION: The foregoing amendment to the South Gate Zoning Code is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17, which provides that CEQA "does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code." This ordinance is adopted to implement changes in Government Code Section 65852.2, and thus is exempt from CEQA's environmental review requirements.

ANALYSIS: In 2019, the California Legislature adopted eighteen (18) housing bills aimed at addressing the housing crisis. Six of those bills specifically made changes to the creation of accessory

dwelling units (ADU) and junior accessory dwelling units (JADU). The changes to Government Code Sections 65852.2 and 65852.22 imposed new limits on the City's ability to regulate ADUs and JADUs (Attachment B). As a result of this new legislation, as of January 1, 2020, the City's Ordinance No. 2360, regulating ADUs, is no longer in compliance with State law and can no longer be enforced. Staff prepared the proposed new Ordinance repealing Ordinance No. 2360 in its entirety and adopting new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code to comply with these new laws and preserve the City's remaining ability to enforce standards on future ADUs and JADUs.

The new state laws have left only a limited number of decisions to local discretion. These options are listed below along with the Planning Commission's recommendation:

Planning Commission Recommended Proposed Development Standard	Alternative 1 (more restrictive)	Alternative 2 (less restrictive)
Maximum size of detached ADU: 1,000 square feet		Maximum size of detached ADU: 1,200 square feet
ADUs above the garage are prohibited except where it would not exceed the roofline of the principal dwelling measured from finished grade to the peak of the roof.	ADUs above the garage or other accessory structures are prohibited.	ADUs above garages or other accessory structures are permitted.
Height limit of detached ADU: 16 feet except where it would not exceed the roofline of the principal dwelling measured from finished grade to the peak of the roof.	Height limit of detached ADU: 16 feet	
Height limit of attached ADU: same roof line of main dwelling	Height limit of attached ADU: 16 feet	
Multifamily lots may convert spaces not used for living into a minimum of 1 ADU and up to 25% of the existing units <u>or</u> may construct up to 2 detached ADUs.		Multifamily lots may convert spaces not used for living into a minimum of 1 ADU and up to 25% of the existing units <u>and</u> may construct up to 2 detached ADUs.

BACKGROUND:

Proposed New Regulations

The State is now requiring all cities to ministerially approve ADUs and JADUs under the following circumstances:

1. Convert existing space within a single-unit residence to provide either an ADU or a JADU. In this case only one ADU or JADU is allowed.
2. Convert existing space within a single-unit residence to build a JADU and construct a new detached ADU. In this case, both an ADU and JADU are allowed.
3. Convert existing space within a one single-unit residence to build an ADU and construct a new detached ADU on a property with two detached single-unit residences. A JADU is not permitted.

4. Convert non-habitable space, such as garages, storage rooms, etc., within a multiple-unit structure into ADUs. The number of ADUs on the property may not exceed 25 percent of the total number of units with a minimum of one ADU.
5. Construct two detached ADUs on the same property as a multi-unit dwelling. JADUs are not permitted.

As part of the new ADU law, the City must allow ADUs to be constructed in any zone that permits residential use and cannot require a lot to be a minimum size to qualify for an ADU. This results in that any property improved with a residential unit in a zone that permits residential use could be eligible to construct an ADU.

Under the previously adopted Ordinance No. 2360, there were 3,101 properties out of the 16,583 residential properties in the City that were eligible for ADUs- representing 19% of all residential properties in the City. With the new state legislation, all of the 16,583 residential properties in the City are eligible. Therefore, 100% of all residential zoned properties are eligible to be developed with ADUs. It is important to note that the new state laws shifts the criteria for ADU eligibility away from zoning designations to the type of residential development on the lot. Therefore, the new state legislation also expands eligibility beyond residential, and now also allows areas zoned “Urban Mixed-Use” to add an ADU to their property provided there is a proposed or existing residential unit on the lot. It is currently unknown to what extent this affects the City’s Urban Mixed-Use areas as it is unclear how many are improved with residential uses. The number of ADUs is determined by the type of residential units as noted above.

A noteworthy change in the new ADU law limits a city’s ability to require owner occupancy on lots that include an ADU. Cities can only require owner occupancy on lots in which JADUs are constructed. This restriction is in place until 2025. In addition, while cities are able to limit the overall size to 850 square feet for a one-bedroom/studio ADU and 1,000 square feet for an ADU that is more than 1-bedroom, cities are not able to limit the number of bedrooms within a unit. Furthermore, a conversion or the construction of a new ADU up to 800 square feet cannot be included in the lot coverage calculation and cities must allow for a minimum of a new detached 800 square foot ADU with 4 foot setbacks from the rear and side property lines, a 6ft distance from other structures and a maximum height of 16 feet. Lastly, separate utilities are no longer required for any ADU or JADU.

For clarity, an accessory dwelling unit (ADU) is defined as an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence on a fixed, permanent foundation. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling. A junior accessory dwelling unit (JADU) is defined as a dwelling unit created out of space entirely within a proposed or existing single-family residence, and of no more than 500 square feet in size, which provides independent living facilities for one or more persons and includes permanent provisions for living, an efficiency kitchen, eating and sleeping. A junior accessory dwelling unit shall have independent exterior access. Provisions for sanitation may be provided within the unit or may share sanitation facilities with the main residence.

Parking

While the state statute allows for cities to require one parking space for each ADU (JADUs are not required to provide a parking space), the City must waive the ADU parking space requirement in the following circumstances:

1. The ADU is located within a one-half mile (1/2) mile walking distance to a transit stop;
2. The ADU is located within one (1) block of a designated car share pick up and drop off location;

3. The ADU is located within an architecturally and historically significant historic district;
4. The ADU is proposed to be converted from existing space entirely within the primary dwelling unit or an existing accessory structure; or
5. The ADU is located in a permit parking area where on-street parking permits are required, but not offered to the occupant(s) of the accessory dwelling unit.

The vast majority of the properties in South Gate are located within one-half (1/2) mile walking distance to a transit stop.

If an owner wishes to convert their existing garage to an ADU, the new ADU law prevents the City from requiring replacement parking for the garage spaces lost to the conversion. In addition, if a garage or carport is demolished in conjunction with the construction of an ADU, the lost covered parking is not required to be replaced.

A summary of the changes to the City's current ADU ordinance required by the new regulations are summarized in Attachment B.

Relationship to Regional Housing Needs Assessment (RHNA)

Accessory dwelling units and junior accessory dwelling units will count towards the City's housing production to meet RHNA housing targets.

State Department of Housing and Community Development Review

Paragraph (h) of Government Code Section 65852.2 requires the City to submit the ordinance to the State Department of Housing and Community Development (HCD) within 60 days of adoption. Upon adoption of the proposed ordinance to amend Title 11 staff will forward the ordinance to HCD for review. If HCD finds the ordinance does not comply with the new ADU laws, HCD will notify the City. Should this occur, the City would have 30 days to either amend the ordinance or adopt additional findings that explain the reason the ordinance complies with the statute and addresses the department's findings. HCD may notify the Attorney General that the City is in violation of the State law. To ensure HCD's review does not result in a finding of noncompliance, staff has worked diligently with HCD to bring forth the attached proposed ordinance.

Items for Consideration

The proposed ordinance is drafted to include all restrictions that the City is able to incorporate into a compliant revised ordinance. If the City Council recommends adding more restrictions to the proposed ordinance being presented, it would result in HCD issuing a finding of noncompliance; however, there are areas in which the City Council may direct staff to propose alternative standards that would be acceptable to HCD. These have been identified in the Alternative column of the table provided above.

Accessory Structures

Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Zoning Code includes development standards for Accessory Dwelling Units and Accessory Structures. Staff is also proposing new regulations as it pertains to accessory structures for clarity and consistency of development standards throughout the zoning code. This section addresses distance requirements for incidental structures such as laundry rooms, canopies, garages and patio covers. Development standards for accessory structures were located under the development standards for each specific zone prior to 2015. When the Zoning Code was updated in its entirety these sections were erroneously omitted as the designate land use categories changed. The proposed ordinance amends the code to reincorporate such sections in one location and to allow staff to address these land uses separately from dwelling units. The proposed amendments regarding Accessory

Structures are consistent with the prior ordinances.

PLANNING COMMISSION ACTION: The proposed ordinance was considered by the Planning Commission at the regularly scheduled Planning Commission meeting of November 17, 2020. The Planning Commission reviewed the proposed ordinance presented by staff and considered a list of alternatives. After discussion, the Planning Commission unanimously voted to include the following amendments to the current ordinance as presented to City Council.

1. ADUs above garages or other accessory structures are prohibited except where it would not exceed the roofline of the principal dwelling measured from finished grade to the peak of the roof.
2. Height limit of detached ADUs shall be 16 feet high except where it would not exceed the roofline of the principal dwelling measured from finished grade to the peak of the roof.

The City Council may adopt the attached proposed ordinance, which includes the Planning Commission's amendments; adopt the proposed ordinance with further amendments; or adopt the proposed ordinance without the Planning Commission's amendments.

ATTACHMENTS: A: Proposed Ordinance
B: ADU Ordinance Summary of Changes
C. Public Hearing Notice
D. Planning Commission Resolution No. 2020-05

ORDINANCE NO. _____

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, REPEALING ORDINANCE NO. 2360 IN ITS ENTIRETY
AND ADOPTING NEW CHAPTER 11.43 (ACCESSORY DWELLING
UNITS AND ACCESSORY STRUCTURES), TO TITLE 11 (ZONING), OF
THE SOUTH GATE MUNICIPAL CODE TO COMPLY WITH THE
STATE'S NEW REGULATIONS FOR THE CONSTRUCTION OF
ACCESSORY DWELLING UNITS AND ACCESSORY STRUCTURES**

WHEREAS, the State of California has found that Accessory Dwelling Units (“ADUs”) assist with the housing crisis by providing affordable housing for family members, students, the elderly, in-home providers, the disabled, and others, at below market prices within existing neighborhoods;

WHEREAS, on September 27, 2016, Assembly Bill (“AB”) 2299 and Senate Bill (“SB”) 1069 were signed into law that significantly impacted and modified the ADU standards provided in Section 65852.2 of the Government Code;

WHEREAS, in response, on April 25, 2017, the City Council of the City of South Gate (“City”) adopted Interim Urgency Ordinance No. 2336, revising the City’s second dwelling unit regulations in its entirety for the purpose of regulating ADUs in the Neighborhood Low residential zone of the City;

WHEREAS, on May 23, 2017, the City Council adopted Interim Urgency Ordinance No. 2338, extending the term of Interim Urgency Ordinance No. 2336 through and including April 24, 2019, and amending Title 11, Chapter 11.43 of the South Gate Municipal Code in order to conform the City’s municipal ordinances regulating ADUs with the State law requirements established by AB 2299 and SB 1069;

WHEREAS, thereafter, on March 26, 2019, the City Council adopted Ordinance No. 2360, repealing Interim Urgency Ordinance Nos. 2336 and 2338 in their entirety and adding new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code;

WHEREAS, on October 9, 2019, AB 68, AB881, and SB 13 were signed into law, further modifying State law requirements pertaining to ADUs, effective January 1, 2020, as set forth in Sections 65852.2 and 65852.22 of the Government Code;

WHEREAS, this new Ordinance amends Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) to conform the City’s municipal ordinances regulating ADUs including location, unit size, height, and other regulations with the new State law requirements established by AB 68 and with related Senate Bill 13 and Assembly Bill 881;

WHEREAS, this new Ordinance amends Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) to provide clarity and consistency regarding construction of accessory structures in the City;

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing and conducted the public hearing on this matter on November 17, 2020, and adopted Planning Commission Resolution No. 2020-05 recommending that the City Council approve the proposed amendments to Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) and adopt this Ordinance; and

WHEREAS, the City Council conducted a duly noticed public hearing on January 12, 2021, to take public testimony and consider the introduction of this Ordinance.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and incorporated herein by reference. Based on these findings, the City Council determines the public health, safety and general welfare of the City, its residents and property owners can benefit by amending the Zoning Code to update development standards for accessory dwelling units, and that it is in the best interest of the City to amend the Zoning Code accordingly.

SECTION 2. The City Council does hereby repeal Ordinance No. 2360 in its entirety.

SECTION 3. The City Council does hereby adopt new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code in its entirety to read as follows:

TITLE 11 (ZONING)

Chapter 11.43 (ACCESSORY DWELLING UNITS AND ACCESSORY STRUCTURES*)

Sections:

- 11.43.010 Purpose and intent.
- 11.43.020 Definitions.
- 11.43.030 Permitted Uses.
- 11.43.040 General Provisions.
- 11.43.050 Development Standards.
- 11.43.060 Application and Review Process.
- 11.43.070 Accessory Structures

11.43.010 Purpose and intent.

A. This chapter of the South Gate Municipal Code (the “chapter”) establishes the standards for permitting accessory dwelling units (“accessory dwelling units”) within the city of South Gate, formerly known as “second dwelling units,” on residential properties in accordance with Sections 65852.2, 65852.22, and 65852.26 of the California Government

Code, as amended and effective January 1, 2020. An accessory dwelling unit that conforms to the development and design standards in this section shall:

1. Be deemed an accessory use or an accessory building and not be considered to exceed the allowable density for the lot upon which it is located;
2. Be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot upon which it is located;
3. Not be considered in the application of any ordinance, policy, or program to limit residential growth; and
4. Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

11.43.020 Definitions.

For purposes of this chapter the following terms shall have the meanings indicated:

- A. "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary dwelling on a fixed, permanent foundation. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary dwelling is or will be situated; provided, however that a junior accessory dwelling unit may share sanitation facilities with the primary dwelling. An accessory dwelling unit also includes (i) an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and (ii) a manufactured home, as defined below and in Section 18007 of the Health and Safety Code. An Accessory Dwelling Unit must be either (a) attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure, or (b) detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.
- B. "Accessory dwelling unit permit" means the formal, written approval, of the community development director approving the application for an accessory dwelling unit.
- C. "Application" means an application for an accessory dwelling unit permit.
- D. "Attached" means attached to the primary dwelling.
- E. "Building codes" means all of the requirements for authorization for the construction, alteration, improvement, modification, demolition or removal of any structure within the city of South Gate, including all codes adopted by reference in the municipal code, including but not limited to the California Building Code, the California Electrical Code,

the California Plumbing Code, the California Mechanical Code, the California Residential Code and all local amendments thereto as adopted by the city in the municipal code.

- F. "Building permits" means all authorizations and permissions required in accordance with all applicable building codes.
- G. "City" means the city of South Gate.
- H. "Detached" means detached from the primary dwelling unit.
- I. "Director" means the community development director of the city of South Gate and all of his/her designees.
- J. "Efficiency Unit" means a dwelling unit which contains all of the following: (i) a living area of not less than 220 square feet, plus an additional 100 square feet for each occupant in excess of two; (ii) a separate closet; (iii) a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches in front, together with light and ventilation conforming to Part 2.5 of Title 24 of the California Code of Regulations; and (iv) a separate bathroom containing a water closet, lavatory and bathtub or shower.
- K. "Existing structure" for the purposes of defining an allowable space that can be converted to an accessory dwelling unit means any accessory structure or any space within an existing single family dwelling or within an existing multi-family dwelling that can be made safely habitable under local building codes at the determination of the building official regardless of any noncompliance with zoning standards.
- L. "Junior accessory dwelling unit" means a dwelling unit created out of space entirely within a proposed or existing single-family residence, and of no more than 500 square feet in size, which provides independent living facilities for one or more persons and includes permanent provisions for living, an efficiency kitchen, eating and sleeping. A junior accessory dwelling unit shall have independent exterior access. Provisions for sanitation may be provided within the junior accessory dwelling unit or may share sanitation facilities with the primary dwelling.
- M. "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.
- N. "Lot" shall mean the single legal parcel of real property upon which the accessory dwelling unit shall be located.

- O. "Multifamily", "multi-family" or "multiple family" when used in this Chapter shall mean buildings containing two or more primary dwelling units.
- P. "Municipal code" means the municipal code of the city of South Gate.
- Q. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
- R. "Primary dwelling" means a lawfully constructed single-family or multifamily residence existing or proposed on the lot where the accessory dwelling unit may be permitted.
- S. "Proposed dwelling" means a dwelling that is the subject of a permit application submitted to the City and that meets the requirements for permitting in the City.
- T. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- U. Other words and phrases used in this chapter shall have the same meaning as provided in the South Gate Municipal Code.

11.43.030 Permitted Uses.

- A. Location of Accessory Dwelling Units. The provisions of this section authorize an accessory dwelling unit to be located on a lot in any zoning district where residential use is permitted or conditionally-permitted that includes a proposed or existing primary dwelling.
- B. Number Allowed. On lots with one (1) existing or proposed single-family dwelling, one (1) accessory dwelling unit and one (1) junior accessory dwelling unit may be permitted. On lots with more than one detached single-family dwelling, one (1) accessory dwelling unit created by using space within the proposed or existing space of one (1) of the single family dwellings and one (1) detached accessory dwelling unit with a four-foot side and rear yard setbacks of no more than 800 square feet and 16 feet high may be permitted. On lots with existing multiple-family dwellings, accessory dwelling units are allowed within the portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. At least one (1) accessory dwelling unit shall be allowed within an existing multi-family structure, and up to a maximum of 25% of the existing multiple-family dwelling units may be permitted or no more than two (2) detached accessory dwelling units may be permitted on a lot with multi-family dwellings. The two (2) detached accessory dwelling units are subject to a

height limit of 16 feet except where it would not exceed the roofline of the primary dwelling, and a side and rear yard setback of four feet.

11.43.040 General Provisions.

The following provisions shall apply to all accessory dwelling units:

- A. Residential Use. An accessory dwelling unit shall be used only for residential purposes and no business, enterprise or occupation shall be conducted, permitted or allowed within the accessory dwelling unit.
- B. Compliance with Chapter. No accessory dwelling unit may be constructed, maintained, improved, altered, enlarged, modified, permitted or allowed within the city except as provided in this chapter and within zones that permit residential uses.
- C. Rental and Sale Limitations. Accessory dwelling units may be rented. If rented, the rental term shall not be for less than 30 days. The accessory dwelling unit shall not be sold or otherwise conveyed separately from the primary dwelling.
- D. Any legally permitted structure, or a structure constructed in the same location and to the same dimensions as a legally permitted structure, which is to be converted to an accessory dwelling unit may be converted or built without any additional setbacks.
- E. Nonconforming Residential Structures. Any nonconforming zoning conditions on the subject property shall not require correction for the purpose of adding either an accessory dwelling unit or a junior accessory dwelling unit.
- F. There shall be no minimum size for accessory dwelling units which are converted from existing space, beside that which is necessary per building code standards.
- G. Before the City will issue a certificate of occupancy for a junior accessory dwelling unit, the property owner shall file with the county recorder in the County Recorder's Office, and provide the City with a copy bearing the recording information, a deed restriction, which has been approved by the City Attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner and stating that:
 - 1. The junior accessory dwelling unit shall not be sold or otherwise conveyed separately from the primary dwelling, and rental of a junior accessory dwelling unit shall be for a period of longer than thirty (30) days.
 - 2. The applicant and all subsequent owners of the lot shall at all times occupy, as his or her primary residence, either the remaining portion of the primary dwelling or the newly created junior accessory dwelling unit. Owner-occupancy shall not be

required if the owner is another governmental agency, land trust, or housing organization.

3. A restriction of the junior accessory dwelling unit size and attributes exists as required by Sections 11.43.050A3, 11.43.050G, 11.43.050J, 11.43.050K, and 11.43.050M2 below.

H. Before issuing a certificate of occupancy for an accessory dwelling unit, the property owner shall file with the county recorder a covenant agreement, which has been approved by the City Attorney as to its form and content, contacting a reference to the deed under which the property was acquired by the owner stating that:

1. The accessory dwelling unit shall not be sold or otherwise conveyed separately from the primary dwelling, and rental of an accessory dwelling unit shall be for a period of longer than thirty (30) days.
2. The accessory dwelling unit has been constructed in compliance to this chapter and for residential purposes in accordance to plans approved by the City.

I. For any accessory dwelling unit application on a lot with an existing or proposed single family dwelling which is received on or after January 1, 2025, the owner of the subject property and all subsequent owners shall be the occupant of either the primary residence or the accessory dwelling unit, and such restriction shall be recorded on an instrument as approved by the City Attorney and shall run with the land.

11.43.050 Development Standards.

An accessory dwelling unit may be attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure, or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

A. Floor Area. The following floor area standards for accessory dwelling units apply:

1. Attached accessory dwelling units shall not exceed fifty (50) percent of the existing primary dwelling or either 850 square feet for a studio or one-bedroom unit or 1,000 square feet for a unit of more than one-bedroom, whichever is less, provided, however, that these floor area requirements shall not preclude an accessory dwelling unit of at least 800 square feet from being constructed.
2. Detached accessory dwelling units shall not exceed 850 square feet for a studio or one-bedroom unit or 1,000 square feet for a more than one-bedroom unit.
3. Junior accessory dwelling units shall not exceed 500 square feet.

- B. **Lot Coverage.** The following lot coverage standards for accessory dwelling units apply:
1. The first 800 square feet of either an attached or detached accessory dwelling unit will not count towards the lot coverage of the subject property. Any additional footprint after 800 square feet will count towards the lot coverage of the property and the lot coverage limits of the underlying zone shall apply.
 2. An accessory dwelling unit constructed in the same location and to the same dimensions as an existing accessory structure that is converted to an accessory dwelling does not count towards the lot coverage of the property.
- C. **Minimum Yard Areas.** The following minimum yard requirements apply.
1. **Front Yards.** The provisions of the applicable underlying zoning designation of the subject property shall apply.
 2. **Rear Yards.** The minimum rear yard shall be four feet.
 3. **Side Yards.** The minimum side yard shall be four feet.
- D. **Building Height.** The following maximum building height requirements apply.
1. Detached accessory dwelling units may not exceed 16 feet in height, measured from the finished grade to the peak of the roof. Attached accessory dwelling units may not exceed the height of the roofline of the primary dwelling.
 2. Accessory dwelling units shall not be constructed above a detached garage except where it would not exceed the roofline of the primary dwelling measured from finished grade to the peak of the roof.
 3. Accessory dwelling units and junior accessory dwelling units shall have a vertical clearance from finished floor to ceiling within the habitable space up to eight (8) feet.
- E. **Building Separation.** There shall be a minimum of six feet (6') separating all construction (including eaves and similar architectural features) of the detached accessory dwelling unit from the main building(s) or other accessory building(s) on the same lot.
- F. **Expansion of Existing Structure.** An accessory dwelling unit created within an existing accessory structure or an existing primary dwelling may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure or existing primary dwelling. An expansion beyond the physical limitation of the existing accessory structure or existing primary dwelling shall be limited to accommodating ingress and egress. This expansion will be exempt from local development standards.
- G. **Parking.** No parking shall be required for any accessory dwelling unit or for any junior accessory dwelling unit.
- H. **Design Standards.** The following design standards shall apply to all accessory dwelling units.

1. An attached accessory dwelling unit shall not involve any changes to existing street facing walls nor to existing floor and roof elevations.
 2. This subsection shall not be interpreted to prohibit a prefabricated structure or manufactured home, as defined in Section 18007 of the California Health and Safety Code.
 3. All exterior lighting shall be shielded in a way so that no light spills onto adjacent properties.
- I. Garage Conversions. Garage conversions shall be allowed subject to the following provisions.
1. No additional setback shall be required for an existing garage which is converted to an accessory dwelling unit.
 2. The garage door shall be removed and replaced with a new facade. The new facade shall include a minimum of one window or entryway.
- J. Junior Accessory Dwelling Units. One junior accessory dwelling unit shall be permitted on lots with an existing or proposed primary dwelling and no more than one (1) detached accessory dwelling unit subject to the following provisions.
1. The junior accessory dwelling unit shall be fully located within an existing or proposed primary dwelling.
 2. The unit shall be no more than five hundred (500) square feet in floor area.
 3. The unit may maintain an interior connection to the primary dwelling and shall provide an exterior entrance separate from the primary dwelling entrance.
 4. The unit may contain separate sanitation facilities or may share with the primary dwelling.
 5. The unit shall include an efficiency kitchen that shall include the following components:
 - i. A cooking facility with appliances; and
 - ii. A food preparation counter and storage cabinets.
- K. Interior Amenities. Washer/dryer hook ups shall be provided within an accessory dwelling unit or the hookups may be provided within a shared common space.
- L. Fire Sprinklers. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.
- M. Utility Connections.
1. Accessory dwelling units shall not be considered new residential uses for the purposes of calculating city and county connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed in conjunction with a new primary dwelling.

2. For a junior accessory dwelling unit or an accessory dwelling unit located within the existing primary dwelling, a new or separate utility meter shall not be required and a related connection or capacity fee may not be charged, unless the accessory dwelling unit has been constructed with a new primary dwelling.
3. When the accessory dwelling unit is attached or detached, a new or separate utility meter shall not be required.

11.43.060 Application and Review Process.

- A. Processing Application. Within sixty (60) days of receipt of a completed application, submitted with all supporting documentation to the specifications provided by the director and, if applicable, all fees required for building permits, development and planning approvals, authorizations and permissions, in accordance with Government Code Sections 66000 et seq., the director shall issue an accessory dwelling unit permit, ministerially, without discretionary review or hearing, upon making a determination that the proposed accessory dwelling unit would be in compliance with this chapter and that all required approvals, permits, authorizations and permissions exist for the lawful use of the accessory uses or will be issued by the appropriate agency or department. Notwithstanding the foregoing sixty (60) day issuance requirement, if the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single family dwelling on the lot, the City may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the City acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay.
- B. Health Official Approval. In the event that the property is served by a functioning private sewage disposal system, any application for an accessory dwelling unit must be approved by the health official for the city before an accessory dwelling unit permit may be issued by the director.
- C. Conditions of Approval. The director may include conditions on the accessory dwelling unit permit that are consistent with this chapter.

11.43.070. Accessory Structures

The following provisions, in combination with Section 11.43.060 (Application and Review Process), are minimum requirements for all accessory structures.

- A. Non-habitable accessory buildings or structures, include but are not limited to the following:
 1. Garages;

2. Carports;
 3. Workshops;
 4. Storage rooms or sheds;
 5. Detached patio covers;
 6. Pool bathrooms.
- B. All non-habitable accessory buildings or structures, with the exception of a pool bathroom, are not permitted to contain a bathroom.
- C. Pool bathrooms consisting of a $\frac{3}{4}$ bathroom are permitted in conjunction with the development of a pool or when a pool exists on the lot.
- D. With the exception of a garage or an accessory dwelling unit, a detached accessory structure shall not be located in the front of the main building or directly between the main building and the street.
- E. All detached accessory structures or buildings within residential zones, except accessory dwelling units, shall be a minimum of 5 feet from any property line, unless otherwise expressed in this code, be located at least 6 feet from the main building and be no taller than 10 feet high.
- F. Accessory structures are not permitted above a detached garage in residential zones.
- G. Canopy Structures. The following regulations apply to canopy structures on a residential lot:
1. Canopy structures shall not be not be located on any lot for a period of more than three (3) days.
 2. Canopy structures shall not be located within the view of a public right of way, front or side yard area or driveway.
 3. Canopy structures with a maximum projected canopy area of 200 square feet, maximum height of 12 feet and a maximum length of 20 feet may be located within a rear yard area.
 4. Reflective, mirrored type covering material shall be prohibited.
- H. Storage Containers. Storage containers may be located on a lot developed with a single-family residence on a temporary basis, subject to the following standards:
1. Short-term location. One (1) storage container may be located on a lot up to a total of fourteen (14) days in any calendar year without the approval of any permit.
 2. Administrative review. One (1) storage container may be located on a lot for up to six (6) months in conjunction with permitted construction activity on the same lot, subject to approval pursuant to an administrative review. Approval pursuant to an administrative review for this purpose may only be undertaken in conjunction with construction activity for which a valid city building and/or grading permit has been issued and continues to remain active and valid. Regardless of the time period for which the presence of the container is approved pursuant to an administrative

review, the right to keep the storage container on the lot shall automatically expire upon the expiration or termination of all grading and building permits, or upon the final inspection and completion of associated construction activity. In cases where a storage container has been located on a lot in an unauthorized manner prior to approval by an administrative review, any approved time duration shall commence and run from the date during which the location of the storage container on the lot was first documented.

3. Where the temporary presence of a storage container has been approved by an administrative review, the deadline for removal of the container may be extended for up to six (6) months by the director of community development for good cause.
 4. Location. The location of a temporary storage container shall be subject to approval pursuant to an administrative review and shall take into consideration such factors as visibility from the street and surrounding properties, and visual and privacy impacts to surrounding properties. The storage container may only be located in the front yard when location in other areas is not feasible or would create other impacts. Location of a storage container on a driveway may only be approved where access to the garage or carport can continue to be provided for at least one (1) vehicle.
 5. Size. Storage containers shall be no greater than twenty (20) feet in length, ten (10) feet in height, and ten (10) feet in width.
 6. Permanent placement. Permanent placement of storage containers are prohibited on vacant lots and lots developed with residential uses.
- I. Garages and Carports. Garages and carport shall have a minimum interior clear width of eighteen (18) feet and depth of twenty (20) feet between columns or walls. Three-car garages shall have a minimum interior clear width of twenty seven (27) feet and depth of twenty (20) feet.
1. Tandem garage parking is permitted in NL or NM zones to comply with a required three-car garage for a single residential unit. This requires a garage to have a minimum of two (2) parking spaces side-by-side at the garage entrance and minimum nine (9) feet by twenty (20) feet shall be provided behind.

SECTION 4. The City Council hereby finds and determines, for the reasons set forth in Section 1, hereof that the adoption of this Ordinance is exempt from the California Environment Quality Act of 1970 (“CEQA”), as amended, because it can be seen with certainty that this 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. § 15061(b)(3)). Furthermore, the adoption and implementation of the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17, which provides that CEQA “does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code.” This

ordinance is adopted to implement changes in Government Code Section 65852.2, and thus is exempt from CEQA's environmental review requirements.

SECTION 5. The City Council hereby declares that this Ordinance is in conformance with the goals, policies, and objectives of the South Gate General Plan 2035.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, 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 ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. To the extent the provisions of the South Gate Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 8. This Ordinance shall take effect and be enforced on the thirty-first (31st) day after its adoption.

SECTION 9. The City shall submit a certified copy of this Ordinance to the State Department of Housing and Community Development within sixty (60) days after 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 ___th day of ____, 2021.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas /RS/
Raul F. Salinas, City Attorney

2020 ADU Ordinance- Summary of Changes

(Underlined Sections are Changes as a Result of Amendments to CA Law Effective 1/1/2020)

Regulations	Chapter 11.43 Ordinance	2020 Amendments to CA Law	Proposed City Ordinance
Zoning	<ul style="list-style-type: none"> ➤ NL (Neighborhood Low) Zone ➤ Existing single-family residence required ➤ Must not have existing ADU on site 	<ul style="list-style-type: none"> ➤ Any lot zoned to allow single family or multi-family dwelling residential use and includes a proposed or existing dwelling. 	<ul style="list-style-type: none"> ➤ <u>Allows for an Accessory Dwelling Unit to be located on a lot in any zoning district where residential is permitted or conditionally permitted and includes a proposed or existing primary dwelling.</u>
Minimum Lot Requirement	<ul style="list-style-type: none"> ➤ 6,000 sq. ft. or larger 	<ul style="list-style-type: none"> ➤ Prohibits minimum lot size requirement 	<ul style="list-style-type: none"> ➤ <u>No minimum lot size requirement</u>
Size of ADUs	<ul style="list-style-type: none"> ➤ Maximum of 30% of the existing main dwelling or 640 sq. ft. of gross floor area, whichever is less, unless ADU located entirely within main dwelling ➤ Minimum of 240 sq. ft. or the minimum size for an efficiency unit as defined in CA Health & Safety Code ➤ Maximum of one bedroom 	<ul style="list-style-type: none"> ➤ Must allow for at least an 800 square foot Accessory Dwelling Unit ➤ Maximum 850 square feet for one bedroom or studio ➤ Maximum 1,000 square feet for more than one bedroom ➤ Maximum of 500 square feet for a Junior Accessory Dwelling Unit 	<ul style="list-style-type: none"> ➤ Attached ADUs shall not exceed <u>50% of the existing primary dwelling or either 850 square feet for a studio or one-bedroom unit or 1,000 square feet for a unit of more than one bedroom, whichever is less</u> ➤ Detached ADUs shall not exceed <u>850 for a studio or one-bedroom or 1,000 square feet for more than one bedroom</u> ➤ <u>No minimum size for ADUs that are converted from existing space, beside that which is necessary per building code standards</u> ➤ <u>JADUs shall not exceed 500 square feet</u>
Height of ADUs	<ul style="list-style-type: none"> ➤ The ADU shall be no taller than thirty-four feet or the height of the existing main dwelling, whichever is lower and may not exceed one story unless the existing main dwelling has at least two stories 	<ul style="list-style-type: none"> ➤ Requires at least 16 feet in height for attached ADUs ➤ A maximum of 16 feet in height for detached ADUs 	<ul style="list-style-type: none"> ➤ Attached ADUs shall not have a height above the existing or proposed single family dwelling roof line ➤ Detached ADUs shall have a <u>maximum height of sixteen feet except where it would not exceed the roofline of the principal dwelling</u>, measured from grade to peak of roof ➤ <u>ADUs shall not be constructed above a detached garage except where it would not exceed the roofline of the principal dwelling measured from finished grade to the peak of the roof.</u>
Number of ADUs	<ul style="list-style-type: none"> ➤ Only one accessory dwelling unit, regardless of size or configuration, may exist on a lot at any one time. ➤ No more than two dwelling units may exist at any time on a lot containing an accessory dwelling unit. 	<ul style="list-style-type: none"> ➤ Allows for one (1) accessory dwelling unit and one (1) junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if certain requirements are met ➤ Multiple accessory dwelling units 	<ul style="list-style-type: none"> ➤ <u>Lots with existing or proposed single family dwelling, one (1) ADU and one (1) JADU may be permitted.</u> ➤ <u>Lots with more than one detached single family dwelling, one (1) ADU can be created using space within the proposed or existing single family dwelling and one (1) detached ADU meeting the</u>

2020 ADU Ordinance- Summary of Changes

(Underlined Sections are Changes as a Result of Amendments to CA Law Effective 1/1/2020)

Regulations Chapter 11.43 Ordinance 2020 Amendments to CA Law Proposed City Ordinance

	<p>within the portions of an existing multifamily dwelling structure provided those units meet certain requirements</p>	<p><u>setback and height requirements and no larger than 800 square feet may be permitted.</u></p>
<p>➤ No more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to certain height and rear yard and side setback requirements.</p>	<p>➤ <u>On lots with existing multi-family dwellings, multiple ADUs are allowed within the portions of existing dwelling structures not used as livable space.</u></p>	
<p>➤ Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.</p>	<p>➤ <u>At least one (1) ADU shall be allowed within an existing multi-family structure, and up to 25% of the existing multi-family dwelling units may be permitted; or</u></p>	
<p>➤ Prohibits implementing lot coverage that does not permit at least an 800 square foot ADU</p>	<p>➤ <u>No more than two (2) detached ADUs may be permitted on a lot with multi-family dwellings. The ADUs shall be subject to height and setback requirements.</u></p>	
<p>➤ Maximum lot coverage is 45% for any NL Zone parcel (sum of main dwelling and ADU)</p>	<p>➤ <u>The first 800 square feet of either an attached or detached accessory dwelling unit will not count toward the lot coverage of the subject property. Any additional footprint after 800 square feet will count toward the lot coverage of the property and the lot coverage limits of the underlying zone shall apply.</u></p>	
<p>➤ ADUs constructed apart from main dwelling and not within existing garage must meet required setbacks</p>	<p>➤ <u>Rear yards- minimum setback of four (4) feet</u></p> <p>➤ <u>Side yards- minimum setback of four (4) feet</u></p> <p>➤ <u>Minimum building separation of six (6) feet.</u></p> <p>➤ <u>No additional setbacks shall be required for an existing garage converted to an ADU</u></p>	
<p>➤ Minimum 5 ft. setback from side and rear lot for ADU constructed above garage</p>	<p>➤ <u>Minimum building separation of six (6) feet.</u></p>	
<p>➤ Constructed on rear 1/2 of lot if not constructed within an existing garage</p>	<p>➤ <u>No additional setbacks shall be required for an existing garage converted to an ADU</u></p>	

2020 ADU Ordinance- Summary of Changes

(Underlined Sections are Changes as a Result of Amendments to CA Law Effective 1/1/2020)

Regulations Chapter 11.43 Ordinance 2020 Amendments to CA Law Proposed City Ordinance

<ul style="list-style-type: none"> ➤ Minimum building separation of 10 ft. maintained between main dwelling and ADU ➤ No setback requirement for converted garages 	
<p>New Parking for ADUs</p> <ul style="list-style-type: none"> ➤ Maximum of one parking space for units containing one or fewer bedrooms ➤ May be provided through tandem parking, including on an existing driveway or in setback areas, excluding the non-driveway front yard setback ➤ Minimum parking space dimensions 10 ft. by 20 ft. ➤ Parking spaces are to be maintained and free of debris ➤ No parking is required if ADU is: <ol style="list-style-type: none"> 1. Located within one-half mile of a public transit stop, depot or station 2. A part of the existing main dwelling or an existing ADU that is not being removed to accommodate the ADU 3. Located within a historically significant historic district 4. In an area where on-street parking permits are required, but not offered to the occupant of the secondary ADU 5. Located within one block of a dedicated car share vehicle 	<ul style="list-style-type: none"> ➤ Shall not impose parking standards for an accessory dwelling unit in any of the following instances: <ol style="list-style-type: none"> 1. The accessory dwelling unit is located within one-half mile of public transit. 2. The accessory dwelling unit is located within an architecturally and historically significant historic district. 3. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure. 4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit. 5. When there is a car share vehicle located within one block of the accessory dwelling unit. <p style="color: red; margin-top: 10px;">➤ <u>No additional parking shall be required for an accessory dwelling unit</u></p> <p style="color: red; margin-top: 10px;">➤ <u>No additional parking is required for a JADU</u></p>

2020 ADU Ordinance- Summary of Changes

(Underlined Sections are Changes as a Result of Amendments to CA Law Effective 1/1/2020)

Regulations	Chapter 11.43 Ordinance	2020 Amendments to CA Law	Proposed City Ordinance
Replacement ADU Parking	<ul style="list-style-type: none"> ➤ When garage or covered parking structure is demolished or converted with construction of an ADU, replacement parking is required but cannot be located within the non-driveway front yard setback. The number of replacement parking spaces is no fewer than the spaces that were removed; minimum dimensions being 10 ft. by 20 ft. 	<ul style="list-style-type: none"> ➤ When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those off-street parking spaces be replaced. 	<ul style="list-style-type: none"> ➤ <u>Replacement parking by land use shall not be required</u>
Utilities	<ul style="list-style-type: none"> ➤ New detached ADUs will require new and separate utility connections ➤ Separate utilities will not be required if the ADU is: <ol style="list-style-type: none"> 1. Contained within an existing main dwelling and/or; 2. Has independent exterior access from the existing main dwelling, and has side and rear setbacks sufficient for fire safety 	<ul style="list-style-type: none"> ➤ Does not require separate utilities 	<ul style="list-style-type: none"> ➤ <u>When the accessory dwelling unit is attached or detached, a new or separate utility meter shall not be required</u> ➤ <u>Washer/ dryer hook ups shall be provided within an accessory dwelling unit or the hookups may be provided within a shared common space</u>
Owner Occupancy	<ul style="list-style-type: none"> ➤ One of the dwelling units shall be owner occupied ➤ Any rental of ADU or main dwelling must be for longer than 30 days 	<ul style="list-style-type: none"> ➤ No requirement for an Accessory Dwelling Unit ➤ Junior Accessory Dwelling Unit requires owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner 	<ul style="list-style-type: none"> ➤ <u>The applicant for a JADU shall be owner-occupant of either the remaining portion of the primary dwelling or the newly created Junior Accessory Dwelling Unit</u> ➤ <u>No owner occupancy requirement for Accessory Dwelling Units</u>

2020 ADU Ordinance- Summary of Changes

(Underlined Sections are Changes as a Result of Amendments to CA Law Effective 1/1/2020)

Regulations Chapter 11.43 Ordinance

2020 Amendments to CA Law Proposed City Ordinance

is another governmental agency, land trust, or housing organization.

- **Maximum Occupancy**
 - Must meet the requirements of the Municipal Code or the State of California
 - Must meet the requirements of the Municipal Code or the State of California
 - Must meet the requirements of the Municipal Code or the State of California
- **Passageways**
 - No passageway shall be required in conjunction with the construction of an ADU
 - No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
 - No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
- **Covenant (Deed Restriction)**
 - Deed restriction including the following:
 - Owner must continuously occupy the primary residential structure or the ADU as their principal residence
 - At all times there shall be no more than two (2) residential units on any Lot containing an ADU
 - ADU may not be sold separately from the remainder of the parcel and that it shall not be subject to partition or separation from the Lot where the Main Dwelling is located
 - That any rental of either the Main Dwelling or Accessory Dwelling Unit must be longer than thirty (30) days
 - That the use of the ADU is subject to the provisions of this Code Section 11.43
 - The Accessory Dwelling Unit shall not be sold or otherwise conveyed separately from primary dwelling, and the rental of an accessory dwelling unit shall be for a period of longer than thirty (30) days
- **Deed Restriction**
 - Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
 - Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:
 - A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the

2020 ADU Ordinance- Summary of Changes

(Underlined Sections are Changes as a Result of Amendments to CA Law Effective 1/1/2020)

Regulations	Chapter 11.43 Ordinance	2020 Amendments to CA Law	Proposed City Ordinance
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	<p>➤ That the ADU Permit may be subject to revocation in the event of breach of the terms of the Covenant</p>	<p>deed restriction may be enforced against future purchasers.</p> <p>➤ A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.</p> <p>➤ Require a permitted junior accessory dwelling unit to be constructed within the walls of the proposed or existing single-family residence.</p> <p>➤ Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the proposed or existing single-family residence.</p>	
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Hearing and appeals	<p>➤ If permit denied, permittee may request a hearing before the Director. If Director denies the application, the permittee may appeal to the Planning Commission per Municipal Code Section 11.50.040. The Accessory Dwelling Unit may continue to be used until the appeal is decided.</p>	<p>➤ The permit application to create an accessory dwelling unit or a junior accessory dwelling unit shall be considered ministerially without discretionary review or hearing.</p> <p>➤ The permit application to create an accessory dwelling unit or a junior accessory dwelling unit shall be considered ministerially without discretionary review or hearing.</p>	
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**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 Zone Text Amendment No. 168

DATE OF HEARING: Tuesday, January 12, 2021

TIME OF HEARING: 6:30 pm

LOCATION OF HEARING: Members of the public wishing to observe the meeting may join through a Call-in Conference. For the updated Dial-In Number and Conference Code for the January 12th City Council meeting please visit the City's website at www.cityofsouthgate.org/AgendaCenter.

PROJECT LOCATION: Citywide

PROJECT DESCRIPTION: Zone Text Amendment No. 168 to amend the South Gate Municipal Code Chapter 11.43 (Accessory Dwelling Unit and Accessory Structures) to establish new development standards and case processing procedures for accessory dwelling units and junior accessory dwelling units pursuant to sections 65852.2 and 65852.22 of the California Government Code and to establish development standards for accessory structures.

ENVIRONMENTAL REVIEW: The foregoing amendment to the South Gate Zoning Code is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17, which provides that CEQA "does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code." This ordinance is adopted to implement changes in Government Code Section 65852.2, and thus is exempt from CEQA's environmental review requirements.

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

ESPAÑOL: Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9526
Published: December 31, 2020

RESOLUTION NO. 2020-05

**A RESOLUTION OF THE PLANNING COMMISSION
RECOMMENDING THAT THE SOUTH GATE CITY COUNCIL ADOPT
AN ORDINANCE AMENDING TITLE 11, CHAPTER 11.43 OF THE
SOUTH GATE MUNICIPAL CODE TO REVISE THE CITY'S
ACCESSORY DWELLING UNIT AND ACCESSORY STRUCTURE
REGULATIONS**

WHEREAS, the State of California has found that Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) assist with the housing crisis by providing affordable housing for family members, students, the elderly, in-home providers, the disabled, and others, at below market prices within existing neighborhoods; and,

WHEREAS, on September 27, 2016, Assembly Bill (AB) 2299 and Senate Bill (SB) 1069 were signed into law that significantly impacted and modified the ADU standards provided in Section 65852.2 of the Government Code; and,

WHEREAS, in response the City Council of the City of South Gate amended Title 11, Chapter 11.43 of the South Gate Municipal Code in order to conform the City's municipal ordinances regulating ADUs with the State law requirements established by AB 2299 and SB 1069; and

WHEREAS, on October 9, 2019, AB 68, AB881, and SB 13 were signed into law, further modifying State law requirements pertaining to ADUs, effective January 1, 2020, as set forth in Sections 65852.2 and 65852.22 of the Government Code; and,

WHEREAS, the proposed ordinance amends Title 11, Chapter 11.43 of the South Gate Municipal Code to conform the City's municipal ordinances regulating ADUs including location, unit size, height, and other requirements with the new State law requirements established by AB 68 and with related Senate Bill 13 and Assembly Bill 881; and,

WHEREAS, the proposed ordinance further amends Title 11, Chapter 11.43 of the South Gate Municipal Code to provide clarity and consistency regarding accessory structures in the City of South Gate; and

WHEREAS, the Planning Commission, upon giving the required notice, did on the 17th of November, 2020 conduct a duly noticed public hearing as required by law; notice of the hearing was published in the Press Telegram Newspaper on November 7, 2020; and

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

1. Because the City's current ADU ordinance varies in certain respects from the requirements imposed by Government Code section 65852.2 as amended by AB 68, there is a risk that the City's entire ADU ordinance could be declared invalid. Due to this risk, ADU applications are currently being processed by default under State

regulations, resulting in a loss of City authority to process and apply standards for new ADUs and JADUs. Adoption of the proposed Ordinance would eliminate the inconsistency with state law, allowing the City to safely resume processing ADU applications pursuant to the provisions of the City's own Municipal Code.

2. Notice for the Planning Commission hearing was published in the "Press Telegram" Newspaper on November 7, 2020.

WHEREAS, the Planning Commission made the following findings:

1. The public health, safety, and welfare would not be adversely affected by approval of the proposed Ordinance since the Ordinance would be consistent with the General Plan and the requirements specified in state law.
2. The proposed Ordinance would not be detrimental to surrounding properties, since the proposed Ordinance furthers General Plan policies that promote increased housing opportunities.
3. This Ordinance is exempt from the California Environmental Act of 1970 ("CEQA"), as amended, because it can be seen with certainty that the proposed ordinance has no likelihood of causing a significant negative effect on the environment and accordingly to both City Council's action of adopting the proposed 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. 15061(b)(3)). Furthermore, the adoption and implementation of the Ordinance is exempt from CEQA pursuant to Public Records Code Section 21080.17, which provides that CEQA "does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code." This Ordinance is to be adopted to implement changes in Government Code Section 65852.2, and thus exempt from CEQA's environmental review.

NOW, THEREFORE, BE IT RESOLVED: That after careful consideration of maps, facts, exhibits, testimony, staff reports, public comments, other evidence submitted in this matter, and the substantial evidence in the record, the Planning Commission recommends that the City Council:

1. Find that the adoption of the Ordinance is exempt from CEQA pursuant to Public Resource Code Section 21080.17; and
2. Adopt Ordinance amending the South Gate Municipal Code Chapter 11.43 Accessory Dwelling Units and Accessory Structures to establish standards and ministerial process for approving Accessory Dwelling Units and accessory structures.

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 Resolution was adopted by the following vote at the Planning Commission meeting of November 17, 2020.

AYES: 5

NOES:

ABSENT:

NOT VOTING:

APPROVE and ADOPTED this 17th of November, 2020.

/s/

Paul Adams
Secretary
City Planning Commission

APPROVED:

/s/

Jenny Perez
Chairperson
City Planning Commission

RECEIVED

City of South Gate Item No. 2
CITY COUNCIL

JAN 5 2021

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

7:05pm

For the Regular Meeting of: January 12, 2021

Originating Department: Administration

Interim City Manager:


Chris Jeffers

Interim City Manager:


Chris Jeffers

SUBJECT: RESOLUTION AMENDING ADMINISTRATIVE REGULATION 206, CONTRACTING PROFESSIONAL SERVICES IN ITS ENTIRETY AND APPROVING A NEW ADMINISTRATIVE REGULATION 206, PROFESSIONAL SERVICE AGREEMENTS

PURPOSE: To approve a new Administrative Regulation 206, Professional Service Agreements, authorizing the City Manager to also approve and execute professional service agreements with less than a \$50,000 value for the South Gate Housing Authority, South Gate Public Access Corporation, South Gate Public Finance Authority and the South Gate Utility Authority.

RECOMMENDED ACTION: Adopt Resolution amending Administrative Regulation 206, Contracting Professional Services, in its entirety and approving a new Administrative Regulation 206, Professional Service Agreements, authorizing the City Manager to approve and execute professional service agreements with less than a \$50,000 value to avoid service and project delays.

FISCAL IMPACT: There is no fiscal impact to the General Fund.

ANALYSIS: It is necessary to clarify the City Manager's authority to approve and execute professional service agreements with less than a \$50,000 value for all City Council entities. The proposed Resolution will approve a new Administrative Regulation 206 to include all City Council entities and will be effective once it is adopted.

BACKGROUND: South Gate Municipal Code Section 1.54.350 (Procedures for Professional and Other Services), of Chapter 1.54 (Purchasing System and Bidding Rules), of Title 1 (Administration and Personnel), directs the City Manager to prepare an administrative instruction setting forth the procedures to be followed by all City departments in contracting for professional and other services, which procedures shall be approved by the City Council.

Administrative Regulation 206, Contracting Professional Services, establishing procedures for the City Manager to approve contracts for professional services, with less than a fifty thousand dollar (\$50,000) value, without City Council approval, was effective March 29, 20017. Currently, Administrative Regulation 206 excludes the City Manager's authority to approve and execute professional service agreements for the South Gate Housing Authority, South Gate Public Access Corporation, South Gate Public Finance Authority and the South Gate Utility Authority.

ATTACHMENTS: A. Proposed Resolution (including amended Administrative Regulation 206)

RESOLUTION _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING ADMINISTRATIVE REGULATION 206,
CONTRACTING PROFESSIONAL SERVICES, AUTHORIZING THE
CITY MANAGER TO APPROVE AND EXECUTE CONTRACTS FOR
PROFESSIONAL OR OTHER SERVICES, WITH A VALUE OF \$50,000 OR LESS,
TO AVOID SERVICE AND PROJECT DELAYS**

WHEREAS, South Gate Municipal Code Section 1.54.350 (Procedures for Professional and Other Services), of Chapter 1.54 (Purchasing System and Bidding Rules), of Title 1 (Administration and Personnel), directs the City Manager to prepare an administrative instruction setting forth the procedures to be followed by all City departments in contracting for professional and other services, which procedures shall be approved by the City Council;

WHEREAS, effective March 29, 2007, the City Council approved Administrative Regulation 206, Contracting Professional Services, establishing procedures for the City Manager to approve contracts for professional or other services, with less than a Fifty Thousand Dollar (\$50,000) value, without City Council approval; and

WHEREAS, the City desires to amend Administrative Regulation 206 to clarify the authority of the City Manager to also approve and execute contracts for professional or other services with a value of Fifty Thousand Dollar (\$50,000) or less for the South Gate Housing Authority, the South Gate Public Access Corporation, the South Gate Public Finance Authority and the South Gate Utility Authority, without City Council approval, to avoid service and project delays, provided said contracts do not exceed Fifty Thousand Dollars (\$50,000) each.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council does hereby acknowledge the necessity for the City Manager to approve and execute contracts for professional or other services with a value of Fifty Thousand Dollar (\$50,000) or less for the City Council, the South Gate Housing Authority, the South Gate Public Access Corporation, the South Gate Public Finance Authority and the South Gate Utility Authority, without City Council approval, to avoid service and project delays, provided said contracts do not exceed Fifty Thousand Dollars (\$50,000) each.

SECTION 3. The City Council does hereby amend Administrative Regulation 206 and approves an amended Administrative Regulation 206, Contracts for Professional or Other Services, attached hereto as Exhibit "A."

SECTION 4. The City Council does hereby direct that any contract for services expecting to exceed Fifty Thousand Dollars (\$50,000) in value be submitted to the City Council for consideration and approval.

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

PASSED, APPROVED and ADOPTED on this 12th day of **January 2021**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas / RFS
Raul F. Salinas, City Attorney

Exhibit "A"

CITY OF SOUTH GATE

Effective: March 29, 2007
Amended: January 12, 2021

Administrative Regulation 206

ADMINISTRATIVE REGULATION

CONTRACTS FOR PROFESSIONAL OR OTHER SERVICES

I. PURPOSE.

South Gate Municipal Code Section 1.54.350 (Procedures for Professional and Other Services) directs the City Manager to prepare an administrative instruction setting forth the procedures to be followed by all City departments in contracting for professional or other services, which procedures shall be approved by the City Council.

This Administrative Regulation applies to all contracts for professional or other services, except for public works projects governed by the State Public Contract Code. Such projects are outside the scope of this Administrative Regulation.

II. GUIDELINES.

- A. Necessity of City Council, South Gate Housing Authority, South Gate Public Access Corporation, South Gate Public Finance Authority and South Gate Utility Authority approval.

The City Manager, without City Council, South Gate Housing Authority, South Gate Public Access Corporation, South Gate Public Finance Authority or South Gate Utility Authority approval, may approve and execute contracts for professional or other services with a value of Fifty Thousand Dollar (\$50,000) or less to avoid service and project delays, provided said contracts do not exceed Fifty Thousand Dollars (\$50,000) in the aggregate. A purchase order with a detailed scope of work may be utilized to contract for services.

Any contract for professional or other services expecting to exceed Fifty Thousand Dollars (\$50,000) in value shall be submitted to the City Council, South Gate Housing Authority, South Gate Public Access Corporation, South Gate Public Finance Authority or South Gate Utility Authority for consideration and approval.

- B. Process for Selection.

1. Anticipated fees of Ten Thousand Dollars (\$10,000) or less.

Contracts for professional or other services with an anticipated fee of Ten Thousand Dollars (\$10,000) or less may be awarded by the originating Department Director without the need for an RFP process but such award is subject to the limitation that the services must be:

- a) provided by a qualified firm;
- b) at a fair and reasonable cost;
- c) within the available budget; and
- d) subject to approval by the City Manager.

The originating department may maintain and utilize a pre-qualified list of service providers for professional or other services having an anticipated fee of Ten Thousand Dollars (\$10,000) or less.

2. Anticipated fees of more than Ten Thousand Dollars (\$10,000).

Prior to the award of a contract for professional or other services with anticipated fees of more than Ten Thousand Dollars (\$10,000) but not exceeding Fifty Thousand Dollars (\$50,000), the originating department shall invite a minimum of three (3), if available, pre-qualified service providers to submit a Statement of Qualifications (SOQ) and a proposal in response to a posted Request for Proposal (RFP). A selection board of qualified individuals appointed by the originating department may be selected to rank the firms. The ranking of firms to provide the services required will be based on a review of their qualifications statement, background checks, appropriateness of the proposed scope of work, the reasonableness of the proposed fee and an oral interview, as may be appropriate. The originating Department Director or his/her designee(s) shall select a service provider, based on the recommendations of the selection board. The Department Director's selected vendor will be presented to the City Manager for approval.

For projects estimated to exceed Fifty Thousand Dollars (\$50,000), the selection board may also include representatives from other City Departments, including user departments, but will otherwise follow the same process, with the exception that the award of contract for such professional or other services must be approved by the City Council, South Gate Housing Authority, South Gate Public Access Corporation, South Gate Public Finance Authority or South Gate Utility Authority.

C. Contract Modifications.

Any contracts for professional or other services requiring modifications will be subject to Section 1.54.610 (Approval of Modifications and Change Orders).

D. Prohibition of Undue Influence and Conflict of Interest.

It is expressly prohibited for any City employee or elected or appointed public official to participate in, or in any way attempt to influence, the professional contract selection process when they have a business or familial relationship with


a person or business entity seeking a contract under this section, when such relationship may unduly interfere with the public official's or City employee's ability to be objective and fair in their assessment of the person or business entity's qualifications. All such prior relationships shall be fully disclosed to the regulating Department Director and the City Manager. The City Manager may, at his/her sole discretion, use such relationship as a basis for disqualification of any service provider.

E. Sole Source or Special Circumstances.

Occasionally special circumstances arise when the selection of a particular vendor is in the best interest of the City. Examples include: emergencies, the significant specialized experience of a particular service provider, or only one known service provider (sole source) who fully meets the needs of the originating department. In these instances, the Department Director may elect to waive the RFP process for services having an anticipated fee of Fifty Thousand Dollars (\$50,000) or less. For services having an anticipated fee greater than Fifty Thousand Dollars (\$50,000), the City Council may waive the RFP process upon a recommendation of the originating department and the City Manager that the proposed waiver is in the best interests of the City.

Prepared by:

Approved by:



Jackie Acosta
Director of Administrative Services

Chris Jeffers
Interim City Manager

Dated: _____

Dated: _____

RECEIVED

City of South Gate

Item No. 3

CITY COUNCIL

JAN 6 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

10:25am

For the Regular Meeting of: January 12, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: GROUNDWATER PUMPING WATER RIGHTS LEASE AGREEMENT WITH ROCKVIEW DAIRIES, INC., FOR THE LEASE OF 100 ACRE-FEET FOR FISCAL YEAR 2020/21

PURPOSE: The City has an Allowed Pumping Allocation (Water Rights) of 11,183 acre-feet (AF) and a water demand of 8,300 AF, leaving an estimated 2,883 AF in unused Water Rights annually. Staff is proposing a lease of 100 AF of unused water rights, with Rockview Dairies, Inc.

RECOMMENDED ACTIONS: The City Council will:

- a. Approve the Groundwater Pumping Water Rights Lease Agreement with Rockview Dairies, Inc., to lease 100 acre-feet of the City's Fiscal Year 2020/21 Water Rights, without flex, retroactively effective July 1, 2020, in the amount of \$190 per acre-feet, or \$19,000 total; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The proposed lease of 100 AF in Water Rights will generate \$19,000 for the Water Enterprise. The funds will be deposited in Account No. 411-4522 (Water Rights).

ANALYSIS: The proposal to lease Water Rights aligns with the annual demand for drinking water from the City's service area. To meet the annual demand, the City must have sufficient Water Rights to produce drinking water. The City must also have a contingency in Water Rights, in case the demand for drinking water increases. The City's annual allocation of Water Rights is 11,183 acre-feet (AF). The current annual demand is approximately 8,300 AF. This leaves a contingency of approximately 2,883 AF in Water Rights (excess water rights) annually. Excess Water Rights may carry over to the next fiscal year; however, they will lapse if the balance exceeds 6,209 AF. Historically, the City has leased its excess Water Rights to prevent them from lapsing, as well as to generate revenue for the Water Enterprise. Table "A" on the following page, contains a summary of the current status of the Water Rights. It demonstrates that the proposed lease of excess Water Rights will not negatively impact the City's ability to meet the annual demands of its service area.

BACKGROUND: The City owns and operates a municipal water utility that is located in an adjudicated water basin, known as the Central Basin. The Court retains jurisdiction of the water basin through a judgment that awarded Water Rights to water producers. Water Rights provide water producers the ability to extract groundwater from the Central Basin. The City has an annual allocation of 11,183 AF in Water Rights. Excess Water Rights lapse when the balance exceeds 6,209 AF.

There are a few alternatives to program excess Water Rights. For example, the City may lease them, use them to store groundwater or carryover them over to the next fiscal year. Given the options and the current annual water demand in the service area, staff is recommending the lease of 100 AF of its Water Rights to Rockview Dairies, Inc.

Rockview Dairies, Inc., is in need of leasing 100 AF of Water Rights and agreed to lease from the City at \$190 per AF. This rate matches the City's historical groundwater pumping rights lease rate. Comparatively, the City has a lease with the City of Cerritos for Fiscal Year 2020/21. The lease is for 1,000 AF of Water Rights at a rate of \$190 per AF. This lease was approved on September 22, 2020, following a competitive bid process. Further, the City had a lease with Rockview Dairies, Inc. for Fiscal Year 2018/19. The lease was for 30 AF of Water Rights at a rates of \$190 per AF.

The proposed lease is recommended based on a sole-source basis. It was not procured through a competitive bid process; however, it offers a competitive rate.

**Table A
Water Rights Summary**

Description	Fiscal Year 2020/21
Starting Water Rights Balance at July 1, 2020	
Carryover Water Rights	3,034 AF
Drought Carryover "91"	447 AF
Total Starting Water Rights Balance at July 1, 2020	3,481 AF
Plus: Allowed Pumping Allocation (APA) – FY 2020/21	11,183 AF
Total Water Rights Available for FY 2020/21	14,664 AF
Less: Estimated Water Demand in FY 2020/21 in COSG	(8,300) AF
Plus: Stored Water	500 AF
Total Water Rights Available to be Leased	6,864 AF
Less: Water Rights Previously Leased to the City of Cerritos	(1,000) AF
Total Remaining Water Rights Available to be Lease	5,864 AF
Less: Potential Rockview Dairies, Inc. Lease	(100) AF
Water Rights Balance	5,764 AF

- ATTACHMENTS:**
- A. Proposed Lease Agreement
 - B. Agenda Bill from September 22, 2020 regarding Lease of Water Rights to the City of Cerritos

CC/AA:lc

**GROUNDWATER PUMPING WATER RIGHTS LEASE AGREEMENT
BETWEEN THE CITY OF SOUTH GATE
AND
ROCKVIEW DAIRIES, INC.**

This Groundwater Pumping Water Rights Lease Agreement (“Lease Agreement”) is made and entered into on January 12, 2021, and retroactively effective July 1, 2020, by and between the City of South Gate, a municipal corporation (“Lessor”), and Rockview Dairies, Inc., (“Lessee”). Lessor and Lessee are sometimes hereinafter individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Lessor has certain Allowed Pumping Allocation (“APA”) rights under and pursuant to that certain Judgment entered in the action entitled “Central and West Basin Water Replenishment District vs. Charles E. Adams, et. al.”, Los Angeles Superior Court Case No. 786656 (“Action”); and

WHEREAS, Lessor has determined that it is in its best interests to lease water extraction rights, without flex rights, to Lessee under the terms set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- (1) Lessee is hereby granted a lease to extract One Hundred (100) acre-feet without flex rights, of water of Lessor’s APA for Fiscal Year 2020/21 (“Term” of this Lease Agreement) under and pursuant to the Action. Fiscal Year begins on July 1st of each year and ends on June 30th of the following year.
- (2) Lessee agrees to pay to Lessor the sum of **Nineteen Thousand Dollars (\$19,000)** for One Hundred (100) acre-feet of water rights, without flex rights, at a rate of One Hundred Ninety Dollars (\$190) per acre-foot.
- (3) Lessor will invoice Lessee within thirty (30) days after the Effective Date (defined in paragraph 5 below) of this Lease Agreement. Payment must be made within fourteen (14) days after Lessor transmits the invoice to Lessee.
- (4) Lessee shall exercise said right and extract the same on behalf of Lessor during the Lease Term and put the same to beneficial use. Lessee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Lessor.
- (5) The Term of this Lease Agreement shall commence July 1, 2020 (“Effective Date”) and shall expire by its own accord on June 30, 2021, or when Lessee has extracted the permitted One Hundred (100) acre feet of water under this Lease Agreement.

- (6) This Lease Agreement may be terminated as follows:
 - A. Automatically, at the expiration of the Term;
 - B. Upon mutual written agreement between the Parties; or
 - C. Should either Party materially breach this Lease Agreement and fail to cure such breach within thirty (30) days of being notified by the other Party regarding such breach to the non-breaching Party's reasonable satisfaction.
- (7) Lessee shall pay replenishment assessments levied on the pumping of said groundwater by the Water Replenishment District of Southern California ("District").
- (8) Lessee shall notify the District and its Watermaster that said pumping was done pursuant to this Lease Agreement and provide the Watermaster with a copy of this Lease Agreement.
- (9) Lessee shall note, in any recording of water production for the Term of this Lease Agreement that said pumping was done pursuant to this Lease Agreement.
- (10) Lessee's APA shall not be increased by the amount hereby leased when computing carryover or allowable over extraction as provided by Part III, Subpart A and B of the above-referenced Judgment in the Action.
- (11) Lessee and Lessor represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Lease.
- (12) Lessee and Lessor shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) arising from the indemnifying Party's breach of any term or condition of this Lease Agreement or from the negligence or willful misconduct of the indemnifying Party or its agents or employees.
- (13) Lessor warrants that it has One Hundred (100) acre-feet of APA and that it has not pumped and will not pump or permit any other person to pump any part of said One Hundred (100) acre-feet during July 1, 2020 through and including June 30, 2021.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

ROCKVIEW DAIRIES, INC.:

By: _____
Bert DeGroot, President

RECEIVED

SEP 16 2020

City of South Gate
CITY COUNCIL

Item No. 6

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:25pm

AGENDA BILL

For the Regular Meeting of: September 22, 2020

Originating Department: Public Works

Department Director: _____

Arturo Cervantes

City Manager: _____

Michael Flad

SUBJECT: AGREEMENT WITH THE CITIES OF CERRITOS AND COMPTON TO LEASE A COMBINED TOTAL OF FOUR THOUSAND AND EIGHT HUNDRED (4,800) ACRE FEET OF CITY WATER RIGHTS FOR A THREE-YEAR PERIOD

PURPOSE: The City has an Allowed Pumping Allocation (APA) of 11,183 acre-feet (AF) and a water demand of 8,300 AF, leaving an estimated 2,883 AF in unused water rights annually. Unused water rights are subject to lapse. Staff recommends leasing the unused water rights. This will avoid lapsing as well as generate revenue for the Water Fund.

RECOMMENDED ACTIONS:

- a. Approve Groundwater Pumping Water Rights Lease Agreement with the City of Cerritos to lease 1,000 acre-feet of the City's unused water rights, annually, for a three-year term retroactively effective July 1, 2020;
- b. Approve Groundwater Pumping Water Rights Lease Agreement with the City of Compton to lease 900 acre-feet of the City's unused water rights, annually, for a two-year term beginning Fiscal Year 2021/22; and
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Groundwater Pumping Water Rights Lease Agreements will generate revenue in the amount of \$912,000 during its three-year term, as summarized below:

Total Lease	Year	City of Cerritos	City of Compton	Rate (\$/AF)	Revenue
4,800 AF	2020/21	1,000 AF	-	\$190	\$190,000
	2021/22	1,000 AF	900 AF	\$190	\$361,000
	2022/23	1,000 AF	900 AF	\$190	\$361,000
Total Revenue:					\$912,000

ALIGNMENT WITH COUNCIL GOALS: The proposed Water Rights Lease Agreements support the City Council's goal of "Continuing Infrastructure Improvements" as staff will be proposing at a future time that the revenue be appropriated to infrastructure projects.

ANALYSIS: The City is in a position to lease its unused water rights. Annually, the City has 11,183 AF from the adjudicated APA and a water demand of 8,300 AF, leaving an estimated 2,883 AF in unused water rights annually. Unused water rights carryover annually, but are subject to lapse if the

6

1

balance exceeds 6,209.80 AF. Currently, the City has a balance of unused water rights of over 6,800 AF. As such, the City is in a position to lease up to 3,000 AF annually, for the next three-years. A Request for Proposal was issued to competitively select lease agreements. Staff is recommending two water rights lease agreements for a total of 4,800 AF in water rights over a three-year period. The City of Cerritos has agreed to lease 1,000 AF annually, for three-years, while the City of Compton has agreed to lease 900 AF annually, for two-years.

BACKGROUND: The City owns and operates a municipal water system that serves over 14,300 customers. The water system is 100% dependent on groundwater. The City extracts groundwater utilizing its water rights. The City has been leasing unused water rights for the last ten years, primarily to prevent their lapsing, and to generate revenue for the Water Fund.

On June 10, 2020, staff issued a Request for Proposal (RFP) to lease its unused water rights. On June 30, 2020, the City Clerk's Office received three (3) proposals, as follows:

	Annual Quantity	\$/AF	2020/21	2021/22	2022/23	Total
City of Cerritos	1,000 AF	\$190	\$190,000	\$190,000	\$190,000	\$570,000
City of Compton	900 AF	\$165		\$148,500	\$148,500	\$297,000
Liberty Utilities	500 AF	\$50 and \$40	\$25,000	\$20,000	\$20,000	\$65,000

The City of Cerritos offered the highest lease proposal; however, only offered to lease 1,000 AF annually. As such, staff negotiated with the City of Compton and Liberty Utilities to negotiate a lease that matched the highest lease rate proposal. The City of Compton agreed to increase their fee proposal to \$190 per AF, however, Liberty Utilities did not. As such, staff is recommending water rights lease agreements be awarded to both the City of Cerritos and the City of Compton.

The Public Works Department's policy is to properly manage the City's water rights. This requires maintaining an adequate contingency in water rights, in case conditions change. Below is a summary of the current status of the water rights. It demonstrates that the proposed leases are feasible while meeting the Department policy.

	FY 2020/21	FY 2021/22	FY 2022/23
Allowed Pumping Allocation (APA)	11,183 AF	11,183 AF	11,183 AF
Water Pumped (estimated)	(8,300)	(8,300)	(8,300)
Anticipated carryover	3,034 AF	4,917 AF	5,900 AF
Potential Lease to Cerritos	(1,000) AF	(1,000)	(1,000)
Potential Lease to Compton	-	(900)	(900)
Stored Water	500 AF	500 AF	500 AF
Drought Carryover-"91"	447 AF	447 AF	447 AF
*Contingency (Water Rights Balance)	5,864 AF	6,847 AF	7,830 AF

* Water rights lapse if the balance exceeds 6,209.80 AF.

- ATTACHMENTS:**
- A. Proposed Agreement City of Cerritos
 - B. Proposed Agreement City of Compton
 - C. Request for Proposals
 - D. City of Cerritos Proposal
 - E. City of Compton Proposal

CC/AA:lc

**GROUNDWATER PUMPING WATER RIGHTS LEASE AGREEMENT
BETWEEN THE CITY OF SOUTH GATE AND
THE CITY OF CERRITOS**

This Groundwater Pumping Water Rights Lease Agreement ("Lease Agreement"), is made and entered into on September 22, 2020 and retroactively effective July 1, 2020, by and between the City of South Gate, a municipal corporation ("Lessor"), and the City of Cerritos, a municipal corporation ("Lessee"). Lessor and Lessee are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Lessor has certain Allowed Pumping Allocation ("APA") rights under and pursuant to that certain Judgment entered in the action entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et. al," Los Angeles Superior Court Case No. 786656 ("Action"); and

WHEREAS, Lessor has determined that it is in its best interests to lease water extraction rights, without flex rights, to Lessee under the terms set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- (1) Lessee is hereby granted a lease to extract One Thousand (1,000) acre-feet per Fiscal Year without flex rights of water of Lessor's APA for the three consecutive Fiscal Years of 2020/21, 2021/22 and 2022/23 (the "Term" of this Lease Agreement) under and pursuant to the Action. Fiscal Year begins on July 1st of each year and ends on June 30th of the following year.
- (2) Lessee agrees to pay to Lessor the sum of One Hundred and Ninety Thousand Dollars (\$190,000) each Fiscal Year for 1,000 acre-feet of water rights without flex at a rate of \$190 per acre-foot and for a total sum of Five Hundred and Seventy Thousand Dollars (\$570,000).
- (3) Lessor will invoice Lessee within thirty (30) days after the Effective Date (defined in paragraph 5 below) of this Lease Agreement for the first Fiscal Year of the Term, and annually thereafter within thirty (30) days after the beginning of the second Fiscal Year of the Term. Payment must be made within fourteen (14) days after Lessor transmits the invoice to Lessee.
- (4) Lessee shall exercise said right and extract the same on behalf of Lessor during the Lease Term and put the same to beneficial use. Lessee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Lessor.

- (5) **The Term of this Lease Agreement shall retroactively commence July 1, 2020 (“Effective Date”) and shall expire by its own accord on June 30, 2023, or when Lessee has extracted the permitted acre feet of water per year under this Lease Agreement.**
- (6) **This Lease Agreement may be terminated as follows:
 - A. Automatically, at the expiration of the term;
 - B. Upon mutual written agreement between the Parties; or
 - C. Should either Party materially breach this Lease Agreement and fail to cure such breach within thirty (30) days of being notified by the other Party regarding such breach to the non-breaching Party’s reasonable satisfaction.**
- (7) **Lessee shall pay replenishment assessments levied on the pumping of said groundwater by the Water Replenishment District of Southern California.**
- (8) **Lessee shall notify that District and its Watermaster that said pumping was done pursuant to this Lease and provide the Watermaster with a copy of this Lease Agreement.**
- (9) **Lessee shall note, in any recording of water production for the Term of this Lease Agreement that said pumping was done pursuant to this Lease Agreement.**
- (10) **Lessee’s APA shall not be increased by the amount hereby Leased when computing carryover or allowable over extraction as provided by Part III, Subpart A and B in said Judgment.**
- (11) **Lessee and Lessor represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Lease Agreement.**
- (12) **Lessee and Lessor shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ and consultants’ fees, costs and expenses) arising from the indemnifying party’s breach of any term or condition of this Lease Agreement or from the negligence or willful misconduct of the indemnifying party or its agents or employees.**
- (13) **Lessor warrants that it has 1,000 acre-feet of APA and that it has not pumped and will not pump or permit any other person to pump any part of said 1,000 acre-feet during each Fiscal Year retroactively commencing July 1, 2020 and continuing through and including June 30, 2023.**

[Remainder of page left blank intentionally]

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

CITY OF CERRITOS:

By: _____
Arthur Gallucci, City Manager

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

ATTESTED:

By: _____
Vida Barone, City Clerk

APPROVED AS TO FORM:

By:  _____
Paul F. Salinas, City Attorney

APPROVED AS TO FORM:

By: _____
Mark W. Steres, City Attorney

**GROUNDWATER PUMPING WATER RIGHTS LEASE AGREEMENT
BETWEEN THE CITY OF SOUTH GATE AND
THE CITY OF COMPTON**

This Groundwater Pumping Water Rights Lease Agreement ("Lease Agreement"), is made and entered into on September 22, 2020 and effective July 1, 2021, by and between the City of South Gate, a municipal corporation ("Lessor"), and the City of Compton, a municipal corporation ("Lessee"). Lessor and Lessee are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Lessor has certain Allowed Pumping Allocation ("APA") rights under and pursuant to that certain Judgment entered in the action entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et. al", Los Angeles Superior Court Case No. 786656 ("Action"); and

WHEREAS, Lessor has determined that it is in its best interests to lease water extraction rights, without flex rights, to Lessee under the terms set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- (1) Lessee is hereby granted a lease to extract Nine Hundred (900) acre-feet per Fiscal Year without flex rights of water of Lessor's APA for the two consecutive Fiscal Years of 2021/22 and 2022/23 (the "Term" of this Lease Agreement) under and pursuant to the Action. Fiscal Year begins on July 1st of each year and ends on June 30th of the following year.
- (2) Lessee agrees to pay to Lessor the sum of One Hundred and Seventy One Thousand Dollars (\$171,000) each Fiscal Year for 900 acre-feet of water rights without flex at a rate of \$190 per acre-foot and for a total sum of Three Hundred and Forty Two Thousand Dollars (\$342,000).
- (3) Lessor will invoice Lessee within thirty (30) days after the Effective Date (defined in paragraph 5 below) of this Lease Agreement for the first Fiscal Year of the Term, and annually thereafter within thirty (30) days after the beginning of the second Fiscal Year of the Term. Payment must be made within fourteen (14) days after Lessor transmits the invoice to Lessee.
- (4) Lessee shall exercise said right and extract the same on behalf of Lessor during the Lease Term and put the same to beneficial use. Lessee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Lessor.
- (5) The Term of this Lease Agreement shall commence July 1, 2021 ("Effective Date") and shall expire by its own accord on June 30, 2023, or when Lessee has extracted the permitted acre feet of water per year under this Lease Agreement.

- (6) This Lease Agreement may be terminated as follows:
 - A. Automatically, at the expiration of the term;
 - B. Upon mutual written agreement between the Parties; or
 - C. Should either Party materially breach this Lease Agreement and fail to cure such breach within thirty (30) days of being notified by the other Party regarding such breach to the non-breaching Party's reasonable satisfaction.
- (7) Lessee shall pay replenishment assessments levied on the pumping of said groundwater by the Water Replenishment District of Southern California.
- (8) Lessee shall notify that District and its Watermaster that said pumping was done pursuant to this Lease and provide the Watermaster with a copy of this Lease Agreement.
- (9) Lessee shall note, in any recording of water production for the Term of this Lease Agreement that said pumping was done pursuant to this Lease Agreement.
- (10) Lessee's APA shall not be increased by the amount hereby Leased when computing carryover or allowable over extraction as provided by Part III, Subpart A and B in said Judgment.
- (11) Lessee and Lessor represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Lease Agreement.
- (12) Lessee and Lessor shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) arising from the indemnifying party's breach of any term or condition of this Lease Agreement or from the negligence or willful misconduct of the indemnifying party or its agents or employees.
- (13) Lessor warrants that it has 900 acre-feet of APA and that it has not pumped and will not pump or permit any other person to pump any part of said 900 acre-feet during each Fiscal Year commencing July 1, 2021 and continuing through and including June 30, 2023.

[Remainder of page left blank intentionally]

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

CITY OF COMPTON:

By: _____
Craig J. Cornwell, City Manager

Dated: _____

ATTESTED:

By: _____
Alita Godwin, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Damon M. Brown, City Attorney



Public Works Department

Field Operations Department

4244 Santa Ana Street, South Gate, CA 90280-3004

P: (323) 563-5785 F: (323) 582-3106

www.cityofsouthgate.org

June 10, 2020

Subject: Request for Proposals (RFP) for Lease of Water Pumping Rights in the Central Basin for Fiscal Years 2020/21, 2021/22 and 2022/23

The City of South Gate Public Works Department (City) is requesting proposals to lease up to 3,000 acre feet per year without flex of the City's water pumping rights in the Central Basin.

For questions regarding this RFP, please contact Chris Castillo, Water Division Manager, by phone at (323) 563-5790 or by email at ccastillo@sogate.org.

SUBMISSION DEADLINE

In order for your proposal to be considered, submit three (3) copies of the proposal in a sealed envelope, subject title: "Lease of Water Pumping Rights in the Central Basin for Fiscal Years 2020/21, 2021/22, and 2022/23."

City Clerk's Office
Attention: Chris Castillo
Water Division Manager
City of South Gate
8650 California Avenue
South Gate, California 90280

Submission Deadline: June 30, 2020, 3 P.M. All proposals for consideration must be in possession of the City by the submission deadline. Postmarked date from the U.S. Postal Service, or faxed copies, will not be considered. The proposal shall be signed by a duly authorized official. The City reserves the right to reject any and all proposals submitted and no representation is hereby made that any contract will be awarded pursuant to this RFP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arturo Cervantes'.

Arturo Cervantes, P.E.

Assistant City Manager/Director of Public Works

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
WATER DIVISION**



REQUEST FOR PROPOSALS FOR

**LEASE OF WATER PUMPING RIGHTS IN THE CENTRAL BASIN FOR
FISCAL YEARS 2020/2021, 2021/2022 AND 2022/2023**

All questions regarding this Request for Proposal are to be directed to:

**Chris Castillo
Water Division Manager
Office: 323-563-5790
Email: ccastillo@sogate.org**

June 2020

**REQUEST FOR PROPOSAL FOR
LEASE OF WATER PUMPING RIGHTS IN THE CENTRAL BASIN FOR
FISCAL YEARS 2020/2021, 2021/2022 AND 2022/2023**

The City of South Gate (City) owns water rights in the Central Basin providing an Allowed Pumping Allocation of 11,183 acre-feet (AF). It is anticipated that over 3,000 AF of water pumping rights will be available for lease annually in the upcoming three fiscal years. Therefore, the City is offering to lease up to 3,000 AF annually of its water pumping rights allocation without flex for Fiscal Years 2020-2021, 2021-2022 and 2022-2023. The lease provides the lessee rights to extract groundwater within the Central Basin.

Proposals will be accepted for increments of 500 AF up to 3,000 AF. The City will award the lease based on the highest total amount of money for the City. Proposing agencies must be able to enter into a lease agreement prior to August 31, 2020. The proposed lease is subject to the City of South Gate, City Council approval.

Each lessee will be required to pay all Water Replenishment District of Southern California assessments imposed on the amount of water production that is leased. The City will inform the Central Basin Watermaster as to the amount of water rights leased and intention of both parties. After approval is received from the Central Basin Watermaster, the City will send an invoice for the amount of rights leased and payment will be due no later than 15 days from the date of the invoice, annually. Full payment shall be completed to the City by June 30, 2021, June 30, 2022, and June 30, 2023.

The City reserves the right to reject any or all proposals. The City additionally reserves the right to award a water right lease to one or more agencies.

Interested parties shall submit their bid using the attached for your proposal form.

**PROPOSAL FORM
LEASE OF WATER PUMPING RIGHTS IN THE CENTRAL BASIN FOR FISCAL YEARS 2020/2021, 2021/2022
AND 2022/2023
CITY OF SOUTH GATE**

NAME OF PURVEYOR/ WATER AGENCY: _____

**REQUESTED QUANTITY OF PUMPING RIGHTS
IN ACRE FEET:** _____

PROPOSAL PRICE PER ACRE FOOT (*): _____

TOTAL _____ **ACRE FEET**

FY 2020/2021 _____ **ACRE FEET**

FY 2021/2022 _____ **ACRE FEET**

FY 2022/2023 _____ **ACRE FEET**

APPLICANT NAME: _____

ADDRESS: _____

CONTACT NUMBER: _____

EMAIL ADDRESS: _____

DATE: _____

SIGNED BY: _____

City Authorized Representative

(*) Price quoted shall be for leasing pumping water rights without Flex.



CITY OF CERRITOS™

CIVIC CENTER • 18125 BLOOMFIELD AVENUE
P.O. BOX 3130 • CERRITOS, CALIFORNIA 90703-3130
PHONE: (562) 860-0311 • CERRITOS.US



June 24, 2020

Mr. Chris Castillo
Water Division Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: PROPOSAL FOR LEASE OF WATER PUMPING RIGHTS IN THE CENTRAL BASIN FOR FISCAL YEARS 2020/2021, 2021/2022, 2022/2023

Dear Mr. Castillo:

I received the Request for Proposal inviting the City of Cerritos to submit a proposal for the lease of your available water pumping rights in the Central Basin for fiscal years 2020-2021, 2021-2022, and 2022-2023.

The City of Cerritos is interested in leasing 1,000 acre-feet of your available water pumping rights, without flex and submitting a proposal of \$190 per acre-foot for each of the above stated fiscal years, for a total price of \$190,000 per fiscal year. The total bid for the leasing of your available water pumping rights over the three fiscal years will be as followed:

- 3,000 acre-feet at \$190 per acre-foot for a total cost of \$570,000.

Upon acceptance by both parties, and acknowledgement from the Watermaster payment will be made at the beginning each fiscal year.

I appreciate the opportunity to submit a bid for your available water rights and look forward to hearing from you.

Sincerely,

Bob Ortega
Water Superintendent

vk

Enclosure

cc Kanna Vancheswaran, Director of Public Works, Water & Power

NARESH SOLANKI
MAYOR

CHUONG VO
MAYOR PRO TEM

BRUCE W. BARROWS
COUNCILMEMBER

GRACE HU
COUNCILMEMBER

FRANK AURELIO YOKOYAMA
COUNCILMEMBER

18

13

PROPOSAL FORM
LEASE OF WATER PUMPING RIGHTS IN THE CENTRAL BASIN FOR FISCAL YEARS 2020/2021, 2021/2022
AND 2022/2023
CITY OF SOUTH GATE

NAME OF PURVEYOR/ WATER AGENCY: City of Cerritos Department of Water and Power

REQUESTED QUANTITY OF PUMPING RIGHTS
IN ACRE FEET: 1000 Acre Feet PER FY 2020/2021, FY 2021/2022, FY 2022/2023

PROPOSAL PRICE PER ACRE FOOT (*): \$190 PER FOOT

TOTAL 3000 **ACRE FEET**

FY 2020/2021 1000 **ACRE FEET** COST AT \$190 PER AF = \$190,000

FY 2021/2022 1000 **ACRE FEET** COST AT \$190 PER AF = \$190,000

FY 2022/2023 1000 **ACRE FEET** COST AT \$190 PER AF = \$190,000

TOTAL FOR THE 3 YEARS: 3000 ACRE FEET AT \$190 PER AF= \$570,000

APPLICANT NAME: Bob Ortega, Water Superintendent

ADDRESS: 18126 Bloomfield Avenue, Cerritos, California 90703

CONTACT NUMBER: (562) 918-1223

EMAIL ADDRESS: BORTEGA@CERRITOS.US

DATE: JUNE 24, 2020

SIGNED BY: 

City Authorized Representative

(*) Price quoted shall be for leasing pumping water rights without Flex.



City of Compton
MUNICIPAL WATER DEPARTMENT

(310)605-5595
Fax (310)607-3484

July 16, 2020

**Subject: Letter of Intent to Lease Groundwater Production Rights
For fiscal year 2021/22 and 2022/23**

The City of Compton - Water Department hereby notifies its interest to lease the following Water Rights from the City of South Gate:

- Fiscal Year 2021/22 900 Acre Feet of Production Right
- Fiscal Year 2022/23 900 Acre Feet of Production Right

The City is willing to pay the amount of \$190.00 per acre foot that the City of South Gate received as the high bid.

If you have any questions, please contact Brian A. Dickinson at 310-605-5555.

Respectfully,

A handwritten signature in black ink, appearing to read "Brian A. Dickinson".

Brian A. Dickinson
General Manager

COMPTON CITY HALL
205 South Willowbrook Avenue, Compton, California 90220

RECEIVED

City of South Gate

Item No. 4

JAN 6 2021

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

10:25am

For the Regular Meeting of: January 12, 2021

Originating Department: Public Works

Department Director:

Arturo Cervantes

Interim City Manager:

Chris Jeffers

SUBJECT: AGREEMENT WITH VIDO SAMARZICH, INC., FOR THE CONSTRUCTION OF THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE VII, CITY PROJECT NO. 659-ST

PURPOSE: To award a contract for the construction of the Citywide Sidewalk Improvement Project, Phase VII.

RECOMMENDED ACTIONS: The City Council will:

- a. Approve Agreement with Vido Samarzych, Inc., for the construction of the Citywide Sidewalk Improvement Project, Phase VII, (Project), City Project No. 659-ST, in an amount not-to-exceed \$419,747;
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- c. Approve the Notice of Exemption (NOE) for the construction of the Project; and
- d. Direct the City Clerk to file the NOE with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Project is a part of the Capital Improvement Program. It is funded with \$500,000 in SB1 funds originally approved in the Fiscal Year 2020/21 SB1 Find budget on June 23, 2020, and since transferred to CIP Account No. 311-790-39-9479 (Capital Improvements – City Sidewalk Improvements, Phase VII). The remaining balance in SB1 funds is \$4,163,510. The following is a summary of the construction budget:

Construction Services	SB 1
Design & Administration	\$8,023
Construction Contract	\$419,747
Construction Contract Contingency	\$33,230
Construction Inspection & Labor Compliance	\$30,000
Construction Inspection Contingency	\$3,000
Staff Time (Construction Management)	\$6,000
Total	\$500,000

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal for "Continuing Infrastructure Improvements."

ANALYSIS: In 2013, the City initiated the Citywide Sidewalk Improvement Program. This Program has a goal of improving pedestrian safety, mobility and access by repairing damaged sidewalks and driveway approaches, constructing ADA compliant access ramps, removing tripping hazards, and repairing curbs and gutters. To date, the construction of six program phases have been completed. By

approving the proposed Agreement, the City Council will implement the construction of the seventh phase of the program.

Phase VII improvements entail the removal, reconstruction and the repair of damaged sidewalks, driveway approaches, cross gutters, curb and gutters and removing street trees at twenty-six locations. Phase VII also includes the construction of two new access ramps in order to meet current American with Disabilities Act (ADA) standards. It is noted that approximately 34,652 square feet of sidewalk improvements will take place in areas of the City with pressing needs, the majority of which are on street segments located between Tweedy Boulevard and Tenaya Avenue. However, Attachment C denotes all of the street segments which will be improved as a part of the Project.

BACKGROUND: The Citywide Sidewalk Improvement Project (Project) is a part of the Capital Improvement Program. Design of the Project is complete, construction bids have been received, and an Agreement is necessary to start construction.

On November 12, 2020, staff advertised the Notice Inviting Bids in the *Los Angeles Wave* newspaper. The Project was also advertised in trade publications such as the *Construction Bid Board*, *Builders Notebook*, *Southern California Builders*, *Bid America*, and *Dodge Data & Analytics*.

On December 8, 2020, 11 bids were received on time and opened by the City Clerk in a public forum, via teleconferencing and webcast, in compliance with COVID-19 social distancing regulations. A 12th bid, from Onyx Paving, was received after the deadline and was returned unopened by City Clerk to the bidder. The summary of the bids follows:

No.	Contractor	Total Bid Amount
1.	Vido Samarzich, Inc.	\$419,474.00
2.	CEM Construction Corp.	\$424,544.00
3.	FS Contractors, Inc.	\$435,353.00
4.	Gentry Brothers, Inc.	\$457,115.00
5.	CJ Concrete Construction, Inc.	\$457,115.00
6.	Nobest, Inc.	\$481,358.35
7.	EBS	\$490,404.00
8.	Gentry General Engineering, Inc.	\$533,687.00
9.	Sequel Contractors, Inc.	\$561,074.80
10.	EC Construction	\$617,577.44
11.	ACCI	\$799,764.00
12.	Onyx Paving	(Rejected - Submitted Late)

Vido Samarzich, Inc., submitted the lowest responsible and responsive bid. The bid is 3.57% below the Engineer's estimate of \$435,012.

On December 10, 2020, staff checked the contractor's references. Having been in existence as a general contractor for over 38 years, Vido Samarzich, Inc., has the necessary experience to perform the work required for the Project. Based in Rancho Cucamonga, Vido Samarzich, Inc., has successfully completed similar projects in the cities of Anaheim, Santa Monica and Inglewood.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, as a Class 1(c) exemption for existing facilities. Class 1(c) exemptions apply to: Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

Weather permitting, construction of this 30-working day project, is scheduled to begin in February 2021, and be completed in March 2021.

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Bid Summary
 - C. Location Map
 - D. Notice of Exemption

JR:lc

**AGREEMENT FOR THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT
PHASE VII, CITY PROJECT NO. 659-ST
BETWEEN THE CITY OF SOUTH GATE AND VIDO SAMARZICH, INC.**

This Agreement for the Citywide Sidewalk Improvement Project Phase VII, City Project No. 659-ST (“Agreement”), is made and entered into on January 12, 2021, by and between the City of South Gate, a municipal corporation (“City”), and Vido Samarzich, Inc., a California corporation, License No. 433210 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

**CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE VII
CITY PROJECT NO. 659-ST**

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the Citywide Sidewalk Improvement Project Phase VII, City Project No. 659-ST.

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Four Hundred Nineteen Thousand Seven Hundred Forty Seven Dollars (\$419,747)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between the City and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement, the Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City), the City of South Gate and its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees (collectively the "Indemnified Parties"), from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the "Indemnified Parties" as stated hereinabove including, but not be limited to, paying all legal fees and costs incurred in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within thirty (30) working days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on January 12, 2021.

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

VIDO SAMARZICH, INC.:

By: _____
Vido L. Samarzich, Vice President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

DATED: _____

VIDO SAMARZICH, INC.

By: _____
Vido L. Samarzich, Vice President

Dated: _____

ATTEST:

By: _____
Signature

Name, Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**CITYWIDE SIDEWALK IMPROVEMENT PROJECT PHASE VII
CITY PROJECT NO. 659-ST**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate (“City” herein) has awarded to Vido Samarzich, Inc., (“Contractor” herein) a Contract for:

CITYWIDE SIDEWALK IMPROVEMENT PROJECT PHASE VII, CITY PROJECT NO. 659-ST; and

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Four Hundred Nineteen Thousand Seven Hundred Forty Seven Dollars (\$419,747)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys’ fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

VIDO SAMARZICH, INC.:

By: _____
Vido L. Samarzich, Vice President

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**CITYWIDE SIDEWALK IMPROVEMENT PROJECT PHASE VII
CITY PROJECT NO. 659-ST**

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California (“City” herein), has awarded to **Vido Samarzich, Inc.**, (“Contractor” herein) a Contract for the work described as follows:

**CITYWIDE SIDEWALK IMPROVEMENT PROJECT PHASE VII
CITY PROJECT NO. 659-ST**

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Four Hundred Nineteen Thousand Seven Hundred Forty Seven Dollars (\$419,747)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2021.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

VIDO SAMARZICH, INC.:

By: _____
Vido L. Samarzich, Vice President

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

PROJECT: 659-ST; Citywide Sidewalk Improvement Project, Phase VII									
BID OPENING: 10:00 AM, Tuesday December 8, 2020									
NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate		LOWEST BIDDER		CEM Construction Corp. Montebello, CA	
				ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
1	Remove and Reconstruct Sidewalk Complete Per SPPWC Standards	SF	34,652	\$8.25	\$285,879.00	\$8.50	\$294,542.00	\$8.25	\$285,879.00
2	Remove and Reconstruct 6" Curb & Gutter Complete Per SPPWC Standards	LF	520	\$60.00	\$31,200.00	\$70.00	\$36,400.00	\$50.00	\$26,000.00
3	Remove and Reconstruct 8" Curb & Gutter Complete Per SPPWC Standards	LF	70	\$65.00	\$4,550.00	\$80.00	\$5,600.00	\$55.00	\$3,850.00
4	Remove and Reconstruct 6" Curb Only Complete Per SPPWC Standards	LF	170	\$40.00	\$6,800.00	\$50.00	\$8,500.00	\$40.00	\$6,800.00
5	Remove and Reconstruct Concrete Driveway Approach Complete Per SPPWC Standards	SF	320	\$30.00	\$9,600.00	\$16.00	\$5,120.00	\$18.50	\$5,920.00
6	Removal of Tree Complete	EA	17	\$2,500.00	\$42,500.00	\$2,200.00	\$37,400.00	\$2,950.00	\$50,150.00
7	Removal of Tree Stump Complete	EA	3	\$800.00	\$2,400.00	\$750.00	\$2,250.00	\$1,250.00	\$3,750.00
8	Survey Monument Restoration Complete	EA	6	\$1,000.00	\$6,000.00	\$400.00	\$2,400.00	\$975.00	\$5,850.00
9	Adjust Water Vault & Pull box to Finished Grade	EA	2	\$400.00	\$800.00	\$400.00	\$800.00	\$450.00	\$900.00
10	Remove and Reconstruct Cross Gutter Complete Per SPPWC Standards	SF	730	\$50.00	\$36,500.00	\$20.00	\$14,600.00	\$25.00	\$18,250.00
11	Remove and Reconstruct 2' Wide Concrete Curb Drain Complete Per SPPWC Standards	LF	15	\$45.00	\$675.00	\$200.00	\$3,000.00	\$250.00	\$3,750.00
12	Remove and Reconstruct Curb Ramp Complete with Truncated Dome Per SPPWC Standards	EA	2	\$4,000.00	\$8,000.00	\$4,500.00	\$9,000.00	\$6,250.00	\$12,500.00
13	Removal of Concrete Complete	SF	27	\$4.00	\$108.00	\$5.00	\$135.00	\$35.00	\$945.00
Total					\$435,012.00		\$419,747.00		\$424,544.00

PROJECT: 659-ST; Citywide Sidewalk Improvement Project, Phase VII									
BID OPENING: 10:00 AM, Tuesday December 8, 2020									
NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FS Contractors, Inc Sylmar, CA		Gentry Brothers Inc Irvine, CA		CJ Concrete Construction Inc Santa Fe Springs, CA	
				ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
1	Remove and Reconstruct Sidewalk Complete Per SPPWC Standards	SF	34,652	\$9.00	\$311,868.00	\$10.00	\$346,520.00	\$8.75	\$303,205.00
2	Remove and Reconstruct 6' Curb & Gutter Complete Per SPPWC Standards	LF	520	\$68.00	\$35,360.00	\$70.00	\$36,400.00	\$75.00	\$39,000.00
3	Remove and Reconstruct 8" Curb & Gutter Complete Per SPPWC Standards	LF	70	\$72.00	\$5,040.00	\$70.00	\$4,900.00	\$100.00	\$7,000.00
4	Remove and Reconstruct 6" Curb Only Complete Per SPPWC Standards	LF	170	\$60.00	\$10,200.00	\$60.00	\$10,200.00	\$50.00	\$8,500.00
5	Remove and Reconstruct Concrete Driveway Approach Complete Per SPPWC Standards	SF	320	\$10.00	\$3,200.00	\$11.00	\$3,520.00	\$11.00	\$3,520.00
6	Removal of Tree Complete	EA	17	\$2,250.00	\$38,250.00	\$1,300.00	\$22,100.00	\$3,000.00	\$51,000.00
7	Removal of Tree Stump Complete	EA	3	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00
8	Survey Monument Restoration Complete	EA	6	\$550.00	\$3,300.00	\$400.00	\$2,400.00	\$700.00	\$4,200.00
9	Adjust Water Vault & Pull box to Finished Grade	EA	2	\$750.00	\$1,500.00	\$400.00	\$800.00	\$600.00	\$1,200.00
10	Remove and Reconstruct Cross Gutter Complete Per SPPWC Standards	SF	730	\$15.00	\$10,950.00	\$11.00	\$8,030.00	\$18.00	\$13,140.00
11	Remove and Reconstruct 2' Wide Concrete Curb Drain Complete Per SPPWC Standards	LF	15	\$250.00	\$3,750.00	\$70.00	\$1,050.00	\$700.00	\$10,500.00
12	Remove and Reconstruct Curb Ramp Complete with Truncated Dome Per SPPWC Standards	EA	2	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00	\$5,000.00	\$10,000.00
13	Removal of Concrete Complete	SF	27	\$5.00	\$135.00	\$10.00	\$270.00	\$50.00	\$1,350.00
Total					\$435,353.00		\$444,690.00		\$457,115.00

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Nobest Inc Westminster, CA		EBS Corona, CA		Gentry General Engineering Inc Rancho Cucamonga, CA	
				ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
1	Remove and Reconstruct Sidewalk Complete Per SPPWC Standards	SF	34,652	\$9.45	\$327,461.40	\$9.50	\$329,194.00	\$10.50	\$363,846.00
2	Remove and Reconstruct 6" Curb & Gutter Complete Per SPPWC Standards	LF	520	\$65.35	\$33,982.00	\$58.00	\$30,160.00	\$70.00	\$36,400.00
3	Remove and Reconstruct 8" Curb & Gutter Complete Per SPPWC Standards	LF	70	\$68.60	\$4,802.00	\$58.00	\$4,060.00	\$78.00	\$5,460.00
4	Remove and Reconstruct 6" Curb Only Complete Per SPPWC Standards	LF	170	\$52.40	\$8,908.00	\$70.00	\$11,900.00	\$46.00	\$7,820.00
5	Remove and Reconstruct Concrete Driveway Approach Complete Per SPPWC Standards	SF	320	\$12.60	\$4,032.00	\$23.00	\$7,360.00	\$19.00	\$6,080.00
6	Removal of Tree Complete	EA	17	\$3,955.00	\$67,235.00	\$2,150.00	\$36,550.00	\$4,200.00	\$71,400.00
7	Removal of Tree Stump Complete	EA	3	\$396.00	\$1,188.00	\$1,650.00	\$4,950.00	\$420.00	\$1,260.00
8	Survey Monument Restoration Complete	EA	6	\$565.00	\$3,390.00	\$1,460.00	\$8,760.00	\$1,250.00	\$7,500.00
9	Adjust Water Vault & Pull box to Finished Grade	EA	2	\$396.00	\$792.00	\$950.00	\$1,900.00	\$383.00	\$766.00
10	Remove and Reconstruct Cross Gutter Complete Per SPPWC Standards	SF	730	\$22.70	\$16,571.00	\$27.00	\$19,710.00	\$24.00	\$17,520.00
11	Remove and Reconstruct 2' Wide Concrete Curb Drain Complete Per SPPWC Standards	LF	15	\$248.00	\$3,720.00	\$770.00	\$11,550.00	\$82.00	\$1,230.00
12	Remove and Reconstruct Curb Ramp Complete with Truncated Dome Per SPPWC Standards	EA	2	\$4,600.00	\$9,200.00	\$10,130.00	\$20,260.00	\$7,000.00	\$14,000.00
13	Removal of Concrete Complete	SF	27	\$2.85	\$76.95	\$150.00	\$4,050.00	\$15.00	\$405.00
	Total				\$481,358.35		\$490,404.00		\$533,687.00

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Sequel Contractors, Inc Santa Fe Springs, CA		EC Construction El Monte, CA		ACCI Compton, CA	
				ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
1	Remove and Reconstruct Sidewalk Complete Per SPPWC Standards	SF	34,652	\$10.65	\$369,043.80	\$13.47	\$466,762.44	\$15.00	\$519,780.00
2	Remove and Reconstruct 6" Curb & Gutter Complete Per SPPWC Standards	LF	520	\$81.80	\$42,536.00	\$110.00	\$57,200.00	\$200.00	\$104,000.00
3	Remove and Reconstruct 8" Curb & Gutter Complete Per SPPWC Standards	LF	70	\$85.00	\$5,950.00	\$120.00	\$8,400.00	\$400.00	\$28,000.00
4	Remove and Reconstruct 6" Curb Only Complete Per SPPWC Standards	LF	170	\$75.00	\$12,750.00	\$75.00	\$12,750.00	\$200.00	\$34,000.00
5	Remove and Reconstruct Concrete Driveway Approach Complete Per SPPWC Standards	SF	320	\$12.00	\$3,840.00	\$15.00	\$4,800.00	\$80.00	\$25,600.00
6	Removal of Tree Complete	EA	17	\$4,000.00	\$68,000.00	\$2,125.00	\$36,125.00	\$2,300.00	\$39,100.00
7	Removal of Tree Stump Complete	EA	3	\$1,000.00	\$3,000.00	\$840.00	\$2,520.00	\$720.00	\$2,160.00
8	Survey Monument Restoration Complete	EA	6	\$1,500.00	\$9,000.00	\$350.00	\$2,100.00	\$780.00	\$4,680.00
9	Adjust Water Vault & Pull box to Finished Grade	EA	2	\$4,500.00	\$9,000.00	\$500.00	\$1,000.00	\$455.00	\$910.00
10	Remove and Reconstruct Cross Gutter Complete Per SPPWC Standards	SF	730	\$21.00	\$15,330.00	\$20.00	\$14,600.00	\$28.00	\$20,440.00
11	Remove and Reconstruct 2' Wide Concrete Curb Drain Complete Per SPPWC Standards	LF	15	\$85.00	\$1,275.00	\$70.00	\$1,050.00	\$195.00	\$2,925.00
12	Remove and Reconstruct Curb Ramp Complete with Truncated Dome Per SPPWC Standards	EA	2	\$10,000.00	\$20,000.00	\$5,000.00	\$10,000.00	\$8,450.00	\$16,900.00
13	Removal of Concrete Complete	SF	27	\$50.00	\$1,350.00	\$10.00	\$270.00	\$47.00	\$1,269.00
Total					\$561,074.80		\$617,577.44		\$799,764.00

Notes

(a)	Bid total shown incorrectly in bid as \$615,309.44. The bid items were added incorrectly. Correct total is \$617,577.44.
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(a)

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Average		Median	
				ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
1	Remove and Reconstruct Sidewalk Complete Per SPPWC Standards	SF	34,652	\$10.28	\$356,191.06	\$9.50	\$329,194.00
2	Remove and Reconstruct 6" Curb & Gutter Complete Per SPPWC Standards	LF	520	\$83.47	\$43,403.45	\$70.00	\$36,400.00
3	Remove and Reconstruct 8" Curb & Gutter Complete Per SPPWC Standards	LF	70	\$107.87	\$7,551.09	\$78.00	\$5,460.00
4	Remove and Reconstruct 6" Curb Only Complete Per SPPWC Standards	LF	170	\$70.76	\$12,029.82	\$60.00	\$10,200.00
5	Remove and Reconstruct Concrete Driveway Approach Complete Per SPPWC Standards	SF	320	\$20.74	\$6,635.64	\$15.00	\$4,800.00
6	Removal of Tree Complete	EA	17	\$2,766.36	\$47,028.18	\$2,300.00	\$39,100.00
7	Removal of Tree Stump Complete	EA	3	\$875.09	\$2,625.27	\$750.00	\$2,250.00
8	Survey Monument Restoration Complete	EA	6	\$811.82	\$4,870.91	\$700.00	\$4,200.00
9	Adjust Water Vault & Pull box to Finished Grade	EA	2	\$889.45	\$1,778.91	\$455.00	\$910.00
10	Remove and Reconstruct Cross Gutter Complete Per SPPWC Standards	SF	730	\$21.06	\$15,376.45	\$21.00	\$15,330.00
11	Remove and Reconstruct 2' Wide Concrete Curb Drain Complete Per SPPWC Standards	LF	15	\$265.45	\$3,981.82	\$200.00	\$3,000.00
12	Remove and Reconstruct Curb Ramp Complete with Truncated Dome Per SPPWC Standards	EA	2	\$6,311.82	\$12,623.64	\$5,000.00	\$10,000.00
13	Removal of Concrete Complete	SF	27	\$34.53	\$932.36	\$15.00	\$405.00
	Total				\$515,028.60		\$461,249.00

NOTICE OF EXEMPTION

TO: County Clerk/Registrar-Recorder
County of Los Angeles
Environmental Filings
12400 E. Imperial Hwy
Norwalk, CA 90650

FROM: Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Project Title and Location (including county):

Citywide Sidewalk Improvement Project, Phase 7, City Project No. 659-ST.
Location: Various Locations, City of South Gate, Los Angeles County, California

Project Description:

The proposed project will consist of repair and replacement of existing curbs, gutters, sidewalk, curb ramps, removal of trees and minor pavement improvements.

Name of Public Agency Approving Project:

City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works / City of South Gate

Exempt Status: (Check one)

- Ministerial (Sec. 21080 (b) (1); 15268);
- Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Categorical Exemption: Section: 15301 Class: 1(c)
- Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:

The work falls under the category of repair of existing public facilities which includes the repair of existing streets (minor pavement improvements), sidewalks, curb ramps, curb and gutters. Therefore, this project qualifies for a Categorical Exemption Section 15301 Class 1 (c) under existing facilities and has no significant effects on the environment.

Lead Agency Contact Person and Phone Number:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works
323-563-9567; acervantes@sogate.org

Prepared and filed by the South Gate Public Works Department by:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works

Signature _____ Printed Name and Title _____ Date _____

RECEIVED

JAN 5 2021

City of South Gate
CITY COUNCIL

Item No. 5

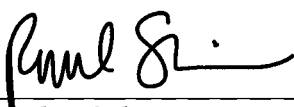
CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:15pm

AGENDA BILL

For the Regular Meeting of: January 12, 2021

Originating Department: City Attorney

Department Director: 
Paul F. Salinas

Interim City Manager: 
Chris Jeffers

SUBJECT: RETAINER AGREEMENT WITH THE LAW OFFICES OF CHRISTENSEN HSU SIPES, LLP FOR SPECIALIZED LEGAL SERVICES

PURPOSE: To approve attorney retainer agreement with the Law Offices of Christensen Hsu Sipes, LLP to represent the City and perform specialized legal services.

RECOMMENDED ACTIONS:

- a. Approve Attorney Representation Agreement, and Disclosure and Client Consent, with the Law Offices of Christensen Hsu Sipes, LLP to represent the City in pending litigation entitled *Senorina Rendon v. The City of South Gate, etc., et. al*, Los Angeles Superior Court Case No. 20STCV1008181; and
- b. Authorize the Mayor to execute the Agreement and the Disclosure in a form acceptable to the City Attorney.

FISCAL IMPACT: None. The fees and costs incurred by the law firm will be paid by an insurer which issued a policy in favor of the City as an additional insured. The exact amount of fees to be billed by the law firm is unknown at this time. No expense will be paid by the City in connection with the retention of this firm.

ANALYSIS: The retention of the firm of Christensen Hsu Sipes, LLP, is pursuant to a policy of insurance issued to the City, in which the fees and costs of the firm are paid by the insurer. The law firm was selected from a panel of attorneys approved by the insurer. The City Attorney recommends that the City formalize the retention of the firm through City Council action.

BACKGROUND: The City is currently named in a suit entitled *Senorina Rendon v. The City of South Gate, etc., et. al*, Los Angeles Superior Court Case No. 20STCV1008181. The City has tendered its defense of the claim to the insurer who provided the City with additional insured coverage under a policy issued to the City through a city contractor, Griffith Company.

ATTACHMENT: Proposed Retainer Agreement
Disclosure and Client Consent

**ATTORNEY REPRESENTATION AGREEMENT
BETWEEN THE CITY OF SOUTH GATE AND CHRISTENSEN HSU SIPES, LLP**

This Attorney Representation Agreement (“Agreement”) is made and entered into on January 12, 2021, by and between the City of South Gate, a municipal corporation (“Client”), and the Law Offices of Christensen Hsu Sipes, LLP (“Firm”). Client and Firm are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

I. RECITALS; PURPOSE.

Client has requested defense and indemnity by Griffith Company pursuant to its contract with Griffith Company and the insurance policy, Policy No. A-ICG-992818-02 (“Policy”), issued to Griffith Company by Old Republic General Insurance Corporation (“Insurer”), and Insurer has agreed to provide, defense and indemnity to Client under the terms of the Policy in connection with the below-referenced matter. Insurer has selected the Firm to provide the defense afforded the Client pursuant to the terms of the Policy.

Pursuant to such selection by the Insurer, Client desires to retain and engage the Firm to perform legal services on client's behalf, and the Firm is willing to accept said engagement on the terms and conditions contained in this Agreement, **effective January 12, 2021.**

II. MATTERS.

The Firm is being retained in connection with the representation of Client with respect to the matter entitled *Senorina Rendon v. City of South Gate, etc., et al.*, Los Angeles Superior Court Case No. 20STCV10081 (the “Action”). The Firm will assign Michael Hirsch, Esq. and Joshua Watts, Esq. to this matter. Any substitution in counsel will require notice to the City Attorney’s Office, and a brief explanation for the basis thereof.

III. TERMS AND CONDITIONS.

- A. Client will not be obligated to pay for the fees and costs associated with the defense provided by the Firm. Such fees and costs are to be paid for by the Insurer consistent with contractual arrangement with the Firm.
- B. The Firm hereby discloses its commitment to adhere to the State Bar Rules of Professional Conduct, Rule 1.8.6 “*Compensation from One Other than Client.*” Client hereby provides its informed written consent to such arrangement.
- C. Upon request by the Client, the Client may request detailed descriptions of the attorney work performed and the costs advanced by the Firm from inception through and including as of the last day of the prior month from the date such request is made.
- D. Client agrees to fully cooperate with the Firm in connection with the Firm's representation of Client, including but not limited to attending mandatory court

hearings and other appearances and providing necessary information and documentation to enable the Firm to adequately represent Client.

- E. Pursuant to the terms of the Policy and with the assent of the Insurer first obtained, Client has the right, at any time, and either with or without good cause, to discharge the Firm as Client's attorneys.
- F. The Firm reserves the right to discontinue the performance of legal services on behalf of Client upon the occurrence of any one or more of the following events:
 - 1. Upon order of Court requiring the Firm to discontinue the performance of said legal services;
 - 2. Upon a determination by the Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for Client;
 - 3. Upon the failure of Client to perform any of client's obligations hereunder; or
 - 4. Upon the failure of Client to perform any of client's obligations hereunder as respects cooperation with the Firm in connection with the Firm's representation of client.
- G. The Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

IV. PROTECTION OF CLIENT CONFIDENCES HIGH TECH COMMUNICATION DEVICES.

The Firm stays constantly aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that Client and the Firm agree from the outset what kinds of communications technology the Firm should employ in the course of this engagement. For instance, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, Client should only provide the Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from the Firm. If Client has any mailing addresses, cellular numbers, facsimile numbers, and email addresses that the Firm should not use for confidential communications, please advise Firm of these in writing. Client agrees that the Firm may use any of Client's cellular numbers, facsimile numbers and email addresses other than those which Client specifies in writing that the Firm should not use.

V. POSSIBLE THIRD-PARTY CONFLICTS.

Client and Firm agree to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

VI. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.

If a dispute arises out of or relating to any aspect of this Agreement between Client and Firm, or the breach thereof, and if the dispute cannot be settled through negotiation, Firm and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing in this Agreement limits or otherwise affects Client's right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and Client. However, should discussions, mediation or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute will be determined by binding arbitration before the American Arbitration Association under their then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration under the California Code of Civil Procedure. The claims or controversies subject to this provision include, without limitation, any claim of professional negligence or malpractice. The arbitration will be held in Los Angeles, California, unless we mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should Client refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. Client should realize that by accepting the arbitration provision, CLIENT WILL WAIVE CLIENT'S RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

_____ (Client Initial Here)

_____ (Firm Initial Here)

VII. DOCUMENT RETENTION AND DESTRUCTION.

The Firm retains client files for five (5) years after the client matter is closed. The Firm then destroys those files unless Client has previously asked the Firm in writing to return that matter file to Clients.

VIII. TERMINATION.

The attorney-client relationship between the Firm and Client will cease at the conclusion of the matter(s) specified above. If the Firm is not asked by the Client to provide advice related to this Action for a period of one (1) year from the last date the Firm provided such advice, both the Client and the Firm agree, that the attorney-client relationship terminated on the last date the Firm provided advice without further action or notice by either Party. If the Client requires additional advice after such termination, a new Retainer Agreement will be required.

IX. INDEMNIFICATION.

The Firm agrees to defend, indemnify and hold harmless the Client and its employees, agents, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any

person, including Firm's employees and agents, or damage to or destruction of any property of either Party hereto or third person, to the extent that said harm, injury or damage arises out of the negligent performance of legal services on the part of the Firm, its officers, directors, agents, servants, employees, or contractors.

X. BINDING AGREEMENT.

This Agreement represents the entire agreement between Client and the Firm with respect to this Action and any other matter which Firm agrees to perform on Client's request unless such matter is covered by a separate written agreement between Client and Firm. By signing below, Client acknowledges that it has carefully reviewed and understands the content of this Agreement and agrees to be bound by all of its terms and conditions. Furthermore, Client acknowledges that the Firm has made no representations or guarantees to Client regarding the outcome, or the time necessary to resolve, the Action. No change or waiver of any of the provisions of this Agreement will be binding on either Client or the Firm unless the change is in writing and signed by both Client and the Firm.

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

CITY OF SOUTH GATE:


By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

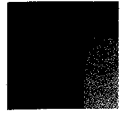
APPROVED AS FORM:

By:  _____
Paul F. Salinas, City Attorney

CHRISTENSEN HSU SIPES, LLP:

By: _____
Michael D. Hirsch, Esq.

Dated: _____



Christensen Hsu Sipes LLP

Christensen Hsu Sipes LLP
1629 Cravens Ave.
Torrance, CA 90501

Joshua D. Watts
joshua@chs.law

O 310 222 8607
F 310 222 8680
www.chs.law

December 28, 2020

Via E-Mail

Raul F. Salinas
City Attorney - City of South Gate
633 W. Fifth Street, Suite 900
Los Angeles, CA 90071
rsalinas@alvaradosmith.com
rnavarrette@alvaradosmith.com

Dan McGrew
Griffith Company
3050 E. Birch Street
Brea, CA 92821
dmcgrew@griffithcompany.net

Re: ***Rendon v. City of South Gate, et al.***
Insured: Griffith Company
Claim No.: 002979-088674-GB-01
Our File No.: CA-06-412
Case No.: 20STCV10081 (L.A.S.C.)

Dear Mr. Salinas and Mr. McGrew:

As you are aware, this law firm represents Griffith Company (“Griffith”), in the matter entitled *Senorina Rendon v. City of South Gate, et al.* (Los Angeles County Superior Court Case No. 20STCV10081) (the “Action”). In that matter, we are currently defending the Complaint brought by Plaintiff Senorina Rendon (“Plaintiff”), wherein Plaintiff claims injury damages allegedly occurring on April 7, 2019, and resulting from a fall upon asphalt cold patch debris located in the crosswalk near the intersection of Madison Avenue and Firestone Boulevard in the City of South Gate. Plaintiff is claiming both economic and non-economic general damages in an amount according to proof.

The City of South Gate (“City”), was also named in the above-referenced litigation. On May 20, 2020, a letter was sent by the City to Griffith tendering the defense and indemnity of the

City pursuant to the contract between Griffith and the City relating to the Firestone Boulevard Regional Corridor Capacity Enhancements Project, City Project No. 476-TRF, Metro Call for Projects, Metro ID No. F3124. On December 11, 2020, the City filed a Cross-Complaint against Griffith for Breach of Contract, Express Contractual Indemnity, Implied Indemnity, Comparative Indemnity, Equitable Indemnity Contribution, Contribution and Declaratory Relief. On December 11, 2020, a letter was issued by Gallagher Bassett Services, Inc., the third-party administrator for Griffith's general liability carrier, Old Republic General Insurance Corporation ("ORGENCO"), accepting the tender of defense and assigning our firm to represent the City in the above-referenced litigation.

This firm is required to disclose the potential conflict of interest that exists by reason of our dual representation of Griffith and the City in the Action. We are writing to secure your agreements on behalf of Griffith and the City to waive the potential conflict arising from our firm's proposed representation of both Griffith and the City in the Action.

Please be advised that there are consequences to such dual representation. In a dual representation situation such as this, both Griffith and the City are our client and as a result, matters that either Griffith or the City may discuss with our firm are not protected by the attorney-client privilege from disclosure to the other. We cannot agree with either Griffith or the City to withhold information from the other. Anything either Griffith or the City discusses with us, however, is privileged from disclosure to other parties.

In light of the foregoing, we request that Griffith and the City consent to our representation of both Griffith and the City in the Action, and waive the potential conflict of our office's dual representation.

Please be advised that at present our firm is not aware of any actual conflicts of interest that exist by reason of our proposed dual representation of Griffith and the City (other than as demonstrated by the City's still pending Cross-Complaint against Griffith, which the City will agree to dismiss upon payment of the fees and costs incurred by the City in the Action prior to the above referenced acceptance of the City's tender of defense and indemnity). If an actual conflict of interest appeared in this matter (in addition to the aforementioned issue of the City's pending Cross-Complaint), we would immediately disclose the actual conflict and obtain further written consent from each of you in order to continue our representation of Griffith and the City, if possible.

If Griffith and the City are agreeable to waiving the actual (i.e., issue of the City's pending Cross-Complaint) and potential conflicts noted above, please date and sign the Disclosure and Client Consent (below) and return this document to us as soon as possible. Once our office has the fully executed "Disclosure and Client Consent" document, we will proceed to concurrently represent the interests of the City in the Action, as well as those of Griffith, with respect to the defense of Plaintiff's claims only.

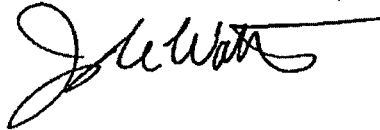
Raul F. Salinas, Esq., et al.
City of South Gate, et al.
December 28, 2020

Rendon v. City of South Gate, et al.
CA-06-412
Page 3 of 4

Of course, if you have any questions or comments, please feel free to contact me at any time [to generally discuss this matter]. We look forward to working with you in the above-mentioned matter.

Very truly yours,

CHRISTENSEN HSU SIPES LLP

A handwritten signature in black ink, appearing to read "Joshua D. Watts", with a long horizontal flourish extending to the right.

Joshua D. Watts

JDW/ac

DISCLOSURE AND CLIENT CONSENT

CHRISTENSEN HSU SIPES LLP, has disclosed to Griffith Company, the actual and potential conflict of interest arising out of the circumstances described in this letter. Notwithstanding this actual and potential conflict, Griffith Company, consents to CHRISTENSEN HSU SIPES LLP'S representation of Griffith Company and the City of South Gate in the matter of *Senorina Rendon v. City of South Gate, et al.* (Los Angeles County Superior Court Case No. 20STCV10081), as set forth in this letter.

Dated: January 7, 2021



By: Dan McGrew
Authorized Representative of GRIFFITH
COMPANY

DISCLOSURE AND CLIENT CONSENT

CHRISTENSEN HSU SIPES LLP, has disclosed to the City of South Gate, the actual and potential conflict of interest arising out of the circumstances described in this letter. Notwithstanding this actual and potential conflict, City of South Gate consents to CHRISTENSEN HSU SIPES LLP'S representation of Griffith Company and the City of South Gate in the matter of *Senorina Rendon v. City of South Gate, et al.* (Los Angeles County Superior Court Case No. 20STCV10081), as set forth in this letter.

CITY OF SOUTH GATE:

Dated: January _____, 2021

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas / KFP
Raul F. Salinas, City Attorney

RECEIVED

City of South Gate

Item No. 6

JAN 5 2021

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

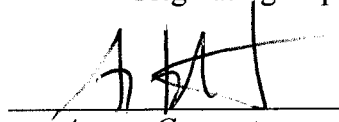
AGENDA BILL

7:20pm

For the Regular Meeting of: January 12, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: RIGHT-OF-WAY DEDICATION AT 3297 TWEEDY BOULEVARD FOR STREET PURPOSES FROM MARGARITA GONZALEZ

PURPOSE: To accept a dedication of right-of-way for street purposes as a part of the proposed development project located at 3297 Tweedy Boulevard, at no cost to the City.

RECOMMENDED ACTIONS: The City Council will:

- a. Accept the Grant Deed from Margarita Gonzalez to secure a 6-foot swath of right-of-way for street purposes as a part of the proposed development project to be located at 3297 Tweedy Boulevard which was required pursuant to the Mobility Element of the South Gate General Plan 2035; and
- b. Authorize the Mayor to execute the Certificate of Acceptance in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact. The Grant Deed dedication will be made at no cost to the City.

ANALYSIS: The Public Works Department (Department) has the authority to require developers to grant right-of-way dedications to the City for street purposes as a part of the entitlement process. This authority is granted by "Section 5.32 Street Dedication and Improvement" of the Municipal Code; by the California Government Code Section 37354 which authorizes a city to acquire real property for any public purpose; and by the California Government Code Section 66475 which 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. This authority was utilized to exact a dedication of right-of-way from the subject development.

BACKGROUND: The Department requires dedications of rights-of-way for street purposes from development projects as means to comply with the Mobility Element of the South Gate General Plan 2035 or to meet mobility demands from the project.

A development project was submitted by KNJ Holding, LLC for the site located at 3297 Tweedy Boulevard, on behalf of Margarita Gonzalez, under which a Wendy's Restaurant is proposed to be constructed. As a part of the entitlement process, the Public Works Department placed conditions of approval on the development requiring the dedication of a 6-foot swath of right-of-way, along Tweedy Boulevard. The dedication will provide sufficient right-of-way to accommodate a 10-foot wide sidewalk. The dedication will also resolve an existing property boundary issue. The 10-foot sidewalk is now existing; however, a 6-foot swath is on private property.

Resolution No. 6536, adopted November 9, 1999, authorizes the Mayor to accept the subject grant deed dedication without approval from the City Council. Resolution No. 6536 is more than 15 years old; therefore, staff is recommending that the grant deed dedication be accepted via City Council action.

- ATTACHMENTS:**
- A. Proposed Grant Deed- Margarita Gonzalez (3297 Tweedy Boulevard)
 - B. Resolution No. 6536

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 Numbers: 6209-004-015, 6209-004-016, 6209-004-017

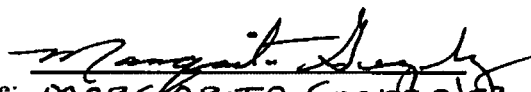
Site Address: 3297 Tweedy Blvd.
South Gate, CA 90280

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, Margarita Gonzalez, owner ("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 and depicted on Exhibit A, each of which are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of 10/15, ²⁰²⁰~~2019~~.

Margarita Gonzalez
Owner

By: 
Name: MARGARITA GONZALEZ
Title: owner

Clear/Reset

WELLS
FARGO

All-purpose Acknowledgment California

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.

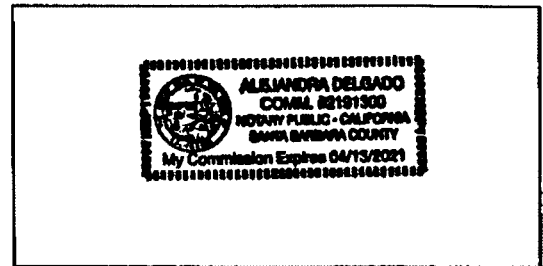
State of California

County of Los Angeles

On October 15th, 2020 before me, Alejandra Delgado, Notary Public (here insert name and title of the officer),

personally appeared Margarita Gonzalez

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.



Notary Seal

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 AJD Delgado

For Bank Purposes Only

Description of Attached Document

Type or Title of Document Grant Deed

Document Date October 15th, 2020 Number of Pages 1

Signer(s) Other Than Named Above ⊖

Account Number (if applicable) ⊖



FO01-000DSG5350CA-01

EXHIBIT A - LEGAL DESCRIPTION STREET AND HIGHWAY EASEMENT

THAT PORTION OF LOTS 1701, 1702 AND 1703 OF TRACT NO. 5487, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 59, PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 6.00 FEET OF THE SOUTHWESTERLY 20.00 FEET OF LOTS 1701, 1702 AND 1703 AS SHOWN ON SAID TRACT NO. 5487.

CONTAINS 556 SQUARE FEET, MORE OR LESS.

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

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION



ROBERT JOHN DAWSON P.L.S. 6932

9-17-20

DATE

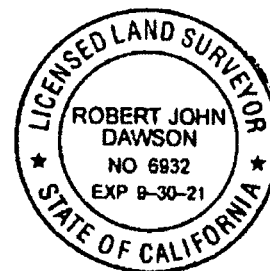
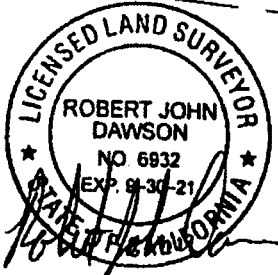
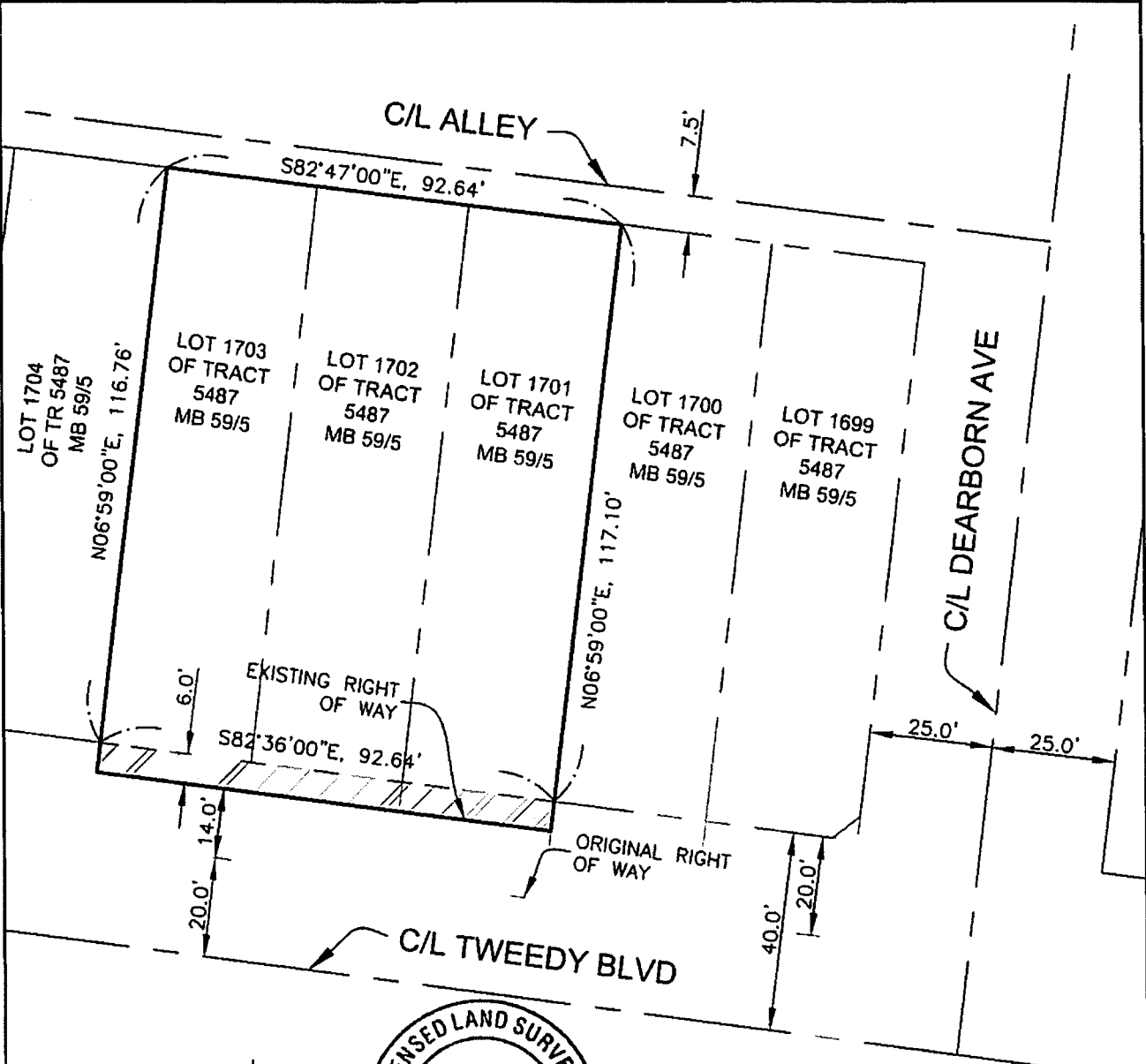
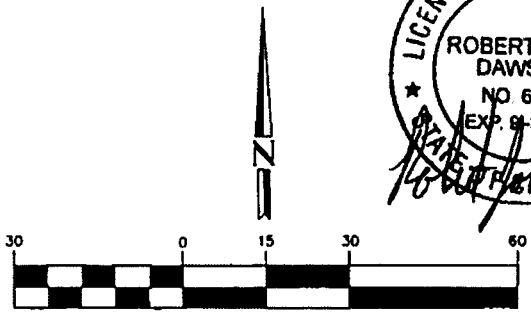


EXHIBIT B - MAP STREET AND HIGHWAY EASEMENT



LEGEND

- PROPERTY LINE
- - - CENTER LINE
- - - ORIGINAL LOT LINE
- ▨ PROPOSED RIGHT OF WAY DEDICATION FOR ROADWAY PURPOSE TO THE CITY OF SOUTH GATE



CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed by the deed or grant dated October 15, 2020 from **Margarita Gonzalez** to the **City of South Gate**, California, a municipal corporation and/or governmental agency hereby is accepted by the Mayor of the City of South Gate on behalf of the City Council of South Gate, California on **January 12, 2021** pursuant to authority conferred by, Resolution No. 6536 adopted on November 9, 1999, and the grantee consents to the recordation thereof by its duly appointed officer.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul N. Salinas, City Attorney

RESOLUTION NO. 6536

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

**A RESOLUTION OF THE SOUTH GATE CITY COUNCIL
AUTHORIZING THE MAYOR OF THE CITY OF SOUTH
GATE TO ACCEPT OR REJECT ANY OFFERS OF
DEDICATION OF REAL PROPERTY FOR STREETS,
PATHS, ALLEYS, PUBLIC UTILITY EASEMENTS OR
OTHER PUBLIC PURPOSES**

WHEREAS, California Government Code Section 37354 authorizes a city to acquire real property by gift, bequest, or devise.

WHEREAS, pursuant to California Government Code Section 66475, a city may require, as a condition of its approval of a land entitlement, the dedication of real property for the purpose of streets, paths, alleys, drainage, public utility easements, other public easements or other public purposes.

WHEREAS, a dedication of real property is not effective, and no title shall pass to a city, until a resolution of acceptance by the legislative body, or an acceptance of dedication on a final map, is filed in the office of the county recorder.

WHEREAS, for purposes of ease and convenience relating to the process of any offer of dedication of real property, the City Council desires to have the Mayor accept, accept subject to improvement, or reject any offer of dedication of said property, on behalf of the City of South Gate, so as to benefit the City's general public welfare.

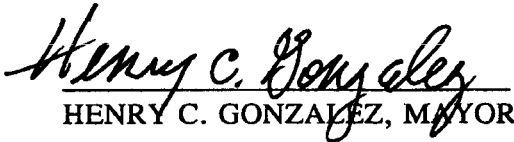
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE
HEREBY FINDS, DETERMINES, AND RESOLVE AS FOLLOWS:**

SECTION 1. The City Council authorizes the Mayor, on behalf of the City Council of the City of South Gate, to accept, accept subject to improvement, or reject any offer of dedication of real property for streets, alleys, drainage, public utility easements, other public easements, or other public purposes.

SECTION 2. The City Clerk shall attest and certify to the passage and adoption of this Resolution, which shall become effective the date of its adoption.

SECTION 3. The City Clerk is hereby directed and authorized to transmit a certified copy of this Resolution to the office of the county recorder in which the real property is located.


PASSED, APPROVED and ADOPTED this 9th day of November 1999.


HENRY C. GONZALEZ, MAYOR

ATTEST:


NINA BAÑUELOS, CITY CLERK (SEAL)

APPROVED AS TO FORM:


ARNOLD ALVAREZ-GLASMAN,
CITY ATTORNEY

RECEIVED

Item No. 7

JAN 4 - 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

12:40pm

AGENDA BILL

For the Regular Meeting of: January 12, 2021
Originating Department: Office of the City Clerk

City Clerk: 
Carmen Avalos

Interim City Manager: 
Chris Jeffers

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES.

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION:

- A. Approve the Regular and Special City Council Meeting minutes of November 24, 2020;
and
- B. Approve the Regular and Special City Council Meeting minutes of December 8, 2020

FISCAL IMPACT: None.

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

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

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 24, 2020**

- CALL TO ORDER** Maria Davila, Mayor called a Special City Council meeting to order at 5:34 p.m.
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Manager Mike Flad, City Attorney Raul F. Salinas
- ABSENT** City Treasurer Gregory Martinez
- CLOSED SESSION** The Council Members recessed into Closed Session at 5:38 p.m. and reconvened at 6:32 p.m. with all Members of Council present. City Attorney Salinas reported the following:
1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE
Pursuant to Government Code Section 54957 (b)(1)
 - a. City Manager

On item 1(a), the City Council received a report. There was no reportable action taken.

 2. CONSIDER THE EMPLOYMENT OF A PUBLIC EMPLOYEE
Pursuant to Government Code Section 54957 (b)(1)
 - a. Interim City Manager

On item 2(a), the City Council received a report. There was no reportable action taken.
- ADJOURNMENT** Mayor Davila unanimously adjourned the meeting at 6:33 p.m. and seconded Council Member Hurtado.

SPECIAL CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

PASSED and **APPROVED** this 12th day of January, 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 24, 2020**

- CALL TO ORDER** Maria Davila, Mayor called a Regular City Council meeting to order at 6:34 p.m.
- INVOCATION** Randall Davis, Chief of Police led the Invocation.
- PLEDGE OF ALLEGIANCE** Michael Flad, City Manager led the Pledge of Allegiance.
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Treasurer Gregory Martinez, City Manager Mike Flad, City Attorney Raul F. Salinas
- 1
PROCLAMATIONS** The City Council issued a Proclamation to Michael Flad in recognition of his eight years of dedicated service to the City and wish him well in his future endeavors.
- 2
FEES** The City Council opened the Public Hearing and continued consideration of a resolution amending Resolution No. 7872 (Schedule of Fees) to apply a 3.36% rate increase to the residential refuse collection and recycling services for Fiscal Year 2020/21, retroactively effective July 1, 2020, to the regularly scheduled City Council meeting of January 26, 2021 by motion of Council Member Diaz and seconded by Council Member Avalos.
- ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.
- Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item. Seeing no come forward, Mayor Davila closed the public hearing.
- 3
CDBG/HOUSING** The City Council conducted a Public Hearing and continued the consideration of amending the Fiscal Year (FY) 2019/20 Annual Action Plan by programming \$863,385 in Community Development Block Grant Coronavirus (CDBV-CV3) funds to provide additional COVID-19 related programs and services, and to ratify the amended FY

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

3

CDBG/HOUSING CONT'D

2020/21 CDBG and HOME budget allocations, to the regularly scheduled City Council meeting of January 26, 2021 by motion of Council Member Diaz and seconded by Council Member Avalos.

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item.

Amanda Tapia, Veronica Hernandez and Steven would like to see more public input on how these funds should be allocated. They would also like to urge the City to adopt participatory budget process so the citizens can directly inform the Council how these funds should be invested.

Cindy Esquivel, Virginia Johnson, and Adolfo Varas agree that the citizens should be more involved and the City has a process in place which is the CAC Commission. They would like to have the CAC Commission make recommendations to the City Council for the allocation of the funds.

Robert Montalvo stated because these are emergency funds the process should skip the CAC Commission and go straight to City Council to expedite the allocations of funds.

Seeing no one come forward, Mayor Davila closed the public hearing.

Paul Adams responded that this is emergency money and the City has tried to expedite these funds available to the community. He explained that the City is still processing the round two funds and currently the guidelines for the round three funds are still being decided on. Also, with the holidays it could be difficult to get a CAC Commission meeting scheduled but staff will look into all possibilities.

Vice Mayor Rios would like to see more resident participation and is open to looking into a participatory budget process.

Council Member Avalos asked because these funds are COVID related is there a timeline as to when these funds need to be spent.

Mike Flad, City Manager explained the various timelines and requirements for each organization.

Paul Adams, invited residents to participate in the CAC Commission meetings and speak during public comments so their recommendations can be heard.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

DEVIATE FROM THE AGENDA

At this time, there being no objections, Mayor Davila stated that item 13 would be considered out of its regular agenda order.

13 BUDGET

The City Council considered:

- a. Hearing presentations from the City Manager and the Director of Administrative Services on the Proposed Fiscal Year 2020/21 Fall Revise Budget;
- b. Reviewing and discussing staffs recommendation on the various amendments proposed in the Fiscal Year 2020/21 Fall Revise Budget;
- c. Reviewing and discussing the Budget Subcommittee's recommendation on various amendments for the Fiscal Year 2020/21 Fall Revise Budget; and
- d. Approving staff's recommended budget amendments and/or any other amendments the City Council deems appropriate.

The City Council received and filed six of the seven recommendations excluding the item concerning LAUSD and LACCD made by the Budget Subcommittee for further review during the budget consideration by motion of Council Member Avalos and seconded by Council Member Hurtado.

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

The City Council received and filed recommendation number 3 concerning LAUSD and LACCD made by the Budget Subcommittee for further review during the budget consideration by motion of Council Member Avalos and seconded by Council Member Hurtado.

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, recuse; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

Council Member Avalos requested that staff goes back and review the overtime account for the Police Department. She would like to have exact numbers as to how many officers we currently have on the force and how many are in the process. She would like to have a Special City Council Meeting to review the Fiscal Year 2020/21 Fall Revise Budget. Council Member Hurtado stated that he is willing to move forward with Staff's recommendations on the Fiscal Year 2020/21 Fall Revise Budget

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

13

BUDGET CONT'D

and look into the Budget Subcommittee's program recommendations at a future City Council Meeting.

Mayor Davila recommended at a Special City Council Meeting staff have a brief presentation for each department that covers the proposed changes. She would like staff to follow up on funding options for the Budget Subcommittee's program recommendations

Staff will schedule a Special City Council Meeting to continue the discussion on the Fiscal Year 2020/21 Fall Revise Budget and bring this item back to the City Council Meeting of December 8, 2020.

COMMENTS FROM THE AUDIENCE

Virginia Johnson, thanked community members, Jovanna Cortez Laborin, Jimmy and Claudia Hugar, Cindy Esquivel, Mayor Maria Davila, Council Member Gil Hurtado and the others who volunteered by providing food and other staples to our residents of South Gate during these difficult times.

Ms. Johnson hopes no one accepts a poll by the Defund the PD group on a Facebook blog.

Ms. Johnson stated that for those that voted to pass California's Prop 19 on the November 3rd election to transfer property tax portability to homeowners forgot to read the small print where it takes away the heirs rights of Prop 13 protection when the parents pass away.

Kimberly Ortega read a statement from Los Angeles County Supervisor Hilda Solis regarding the Los Angeles County Board of Supervisors discussion on the public health order and closure of outdoor dining in Los Angeles County.

Councilwoman Avalos asked Ms. Ortega about the funding for small businesses.

Ms. Ortega stated that the item was approved at today's board meeting. She will be reaching out to the entire Council and incoming City Manager for a briefing early next week to answer questions.

Adolfo Varas reminded residents that November 28th is the Small Shop Initiative and is encouraging everyone to support the small businesses.

Mr. Varas thanked PPE United Company. They are supplying all small businesses a 30-day free package for COVID-19.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

COMMENTS FROM THE AUDIENCE CONT'D

Mr. Varas also thanked Mayor Davila, Council Member Hurtado, Mr. C's Towing, United Hand Project, and Jimmy Hugar for providing food to over 10,000 people in South Gate and surrounding communities.

Mr. Varas informed City Attorney Salinas that he made a public records request on May 18th that has not been completed.

Mr. Varas stated that Bell Gardens Chamber of Commerce, Bell Chamber of Commerce and South Gate Chamber of Commerce are collaborating on a disaster preparedness virtual conference in partnership with the American Red Cross.

Robert Montalvo thanked staff for the clarification on the Budget Subcommittee Brown Act. Mr. Montalvo inquired on the brown water. He thanked Vice Mayor Rios for helping bring resources to South Gate.

Mr. Montalvo mentioned a food drive this past Saturday at the American Legion and thanked Councilwoman Diaz for participating. He thanked all Council Members for their hard work in the community. He mentioned a crack on San Juan and asked that it be looked at because it might be a liability issue.

Jovanna Laborin, 3372 Seminole Avenue, thanked Mayor Davila and Council Member Hurtado for their hard work in the community.

Ana, South Gate Chamber of Commerce invited everyone to shop Small Businesses Saturday this weekend.

Cynthia Esquivel thanked Mike Flad for his service to the City. She thanked Mayor Davila and Council Member Hurtado for the turkeys given to the churches, schools and American Legion.

Cecilia Goñez, thanked Mayor Davila and Council Member Hurtado for their hard work in the community. Ms. Goñez is very happy to be able to bring in a UCLA event to the City of South Gate.

City Clerk Avalos read the following emails:

Ivan Ojeda, a 40 plus resident supports the South Gate Police Department.

Lisa Baca hopes everyone is well and will be participating tonight on item 7.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

REPORTS AND COMMENTS

FROM CITY OFFICIALS

Steve Costley, Interim Parks and Recreation Director reported on Monday they were able to send out food boxes from Farmers Market to 250 residents for the month of November. This will continue in the month of December on the 15th. We are working to get vouchers for turkeys and we are working with Vice Mayor Rios.

Paul Adams, Interim Community Development Director thanked Mike Flad for his service to the South Gate community.

Raul F. Salinas, City Attorney will call Mr. Varas regarding his public records request.

He added that Habitat for Humanity and on December 7th Habitat is doing a free Veterans program. Mr. Salinas stated lets be thankful for all first responders and for people that find themselves homeless, in isolation or dealing with mental issues.

Mike Flad, City Manager introduced Chris Jeffers who will serve as the Interim City Manager. Mr. Jeffers has worked for the Cities of Glendora and Monterey Park.

Mr. Jeffers thanked Mr. Flad for the introduction and is looking forward for the opportunity to engage with Council, City Staff and the community.

Council Member Hurtado stated that the Independent Cities Association is updating the website and their seminars are being cancelled due to the pandemic. He thanked everyone for their generosity for providing turkeys.

Council Member Diaz stated that the Southeast Community Development Corporation allocated \$25,000 in emergency funds for South Gate families that cannot pay their internet, a college student that might need an iPad or computer please email her. She also attended a Vector Control meeting. She was appointed by Governor Newsom as a State Appointee to the Rivers and Mountains Conservancy. The California League of Cities appointed her to be their first ally on the LGBTQ Caucus.

Vice Mayor Rios thanked Mr. Costley for the vouchers. He thanked Armando for charting the South Gate Kiwanis Club. Vice Mayor Rios attended the event. He thanked Daisy Prieto the outgoing President and President Elect Sandy Rodriguez.

Vice Mayor Rios stated HUB Cities work center is in the city and serving the veterans and small businesses. The virtual youth job program is about to launch in December.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Mayor Davila thanked the public for participating in the Council meetings, City staff for their hard work and colleagues.

CONSENT CALENDAR

Agenda Items 4, 6, 8, 10, 11 and 12 were approved by motion of Council Member Avalos and seconded by Mayor Davila. Items 5, 7 and 9 were pulled for separate discussion.

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

4

COMMISSIONERS

The City Council adopted Ordinance No. 2020-03-CC entitled - An Ordinance of the City Council of the City of South Gate, California, amending Sections 1.09.020 (Composition), of Chapter 1.09 (Parks and Recreation Commission), 1.12.020 (Membership), of Chapter 1.12 (Planning Commission), and 1.25.010 (Membership), of Chapter 1.25 (Citizens' Advisory Committee), of Title 1 (Administration and Personnel), of the South Gate Municipal Code amending eligibility requirements for individuals appointed to serve in these civil offices approved during Consent Calendar.

5

PERSONNEL

The City Council unanimously approved A and B by motion of Council Member Avalos and seconded by Council Member Hurtado.

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Adopted Resolution No. 2020-39-CC entitled - A Resolution of the City Council of the City of South Gate, California, appointing Chris Jeffers as Interim City Manager and approving Employment Agreement (Contract No. 2020-106-CC) effective November 30, 2020; and
- b. Authorized the Mayor to execute the Employment Agreement in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

6

CDBG

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

- a. Rejected all bids received for the Request for Proposal posted on October 8, 2020 to provide general grant coordination and management services for the Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program;
- b. Approved Amendment No. 2 to Contract No. 3407 with Avant-Garde, Inc., for additional as needed administrative services for the CDBG and HOME Programs in an amount not to exceed \$149,705 for a one year term;
- c. Appropriated \$119,705 from the unassigned CDBG-CV administrative funds in Account Number 243-607-43-6101 (Professional Services) for additional administrative services related to the COVID- 19 pandemic;
- d. Appropriated \$30,000 from the unassigned HOME administrative funds in Account Number 241-601-43-6101 (Professional Services) to fund the unbudgeted amount for Amendment No. 2; and
- e. Authorized the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

7

CDBG

The City Council approved A, B, C, and D by motion of Council Member Avalos and seconded by Vice Mayor Rios.

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Approved Community Development Block Grant (CDBG) Subrecipient Agreements for Fiscal Year 2020/21, retroactively effective September 22, 2020, with:
 1. The South Gate Chamber of Commerce (Contract No. 2020-107-CC) to administer the Small Business Job Retention and Creation Grant Program in the amount of \$300,000;
 2. The Conservation Corps of Long Beach (Contract No. 2020-108-CC) to provide an Employment and Job Training Program for the removal of discarded bulky items in the amount of \$36,581;

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

7

CDBG CONT'D

3. Compator, Inc., (Contract No. 2020-109-CC) to provide a Rental and Utility Payment Assistance Program in the amount of \$175,000; and
 4. The Hub Cities Career Center Corporation (Contract No. 2020-110-CC) to provide a Youth Employment Program in the amount of \$157,500;
- b. Approved Amendment No. 1 to Contract No. 2020-45-CC, CDBG Subrecipient Agreement, with Compator, Inc., to continue providing free Mental Health Counseling Services in the amount of \$325,000;
 - c. Approved Amendment No. 1 to Contract No. 2020-48-CC, CDBG Subrecipient Agreement, with Hub Cities Career Center Corporation to continue providing Job Security & Employment Program Services in the amount of \$50,000; and
 - d. Authorized the Mayor to execute these Agreements in a form acceptable to the City Attorney.

8

DBE

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

- a. Approved Disadvantaged Business Enterprise (DBE) Implementation Agreement (Contract No. 2020-111-CC) with the California Department of Transportation as required to receive federal funding assistance from the United States Department of Transportation;
- b. Authorized the Assistant City Manager/Director of Public Works to execute the DBE forms required to be submitted to Caltrans annually; and
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

**9
SOUNDWALL**

The City Council approved A and B by motion of Vice Mayor Rios and seconded by Council Member Avalos.

- a. Approved Contract Change Order No. 1 with Hot Line Construction, Inc., to compensate for the urgent repair work that was completed due to unforeseen conditions as a part of the 1-710 Corridor Soundwall Project, City Project No. 587-ST, in the amount of \$13,791; and
- b. Authorized the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 1.

ROLL CALL: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, recuse; Council Member Avalos, yes.

**10
CAPITAL IMPROVEMENT
PROGRAM**

The City Council continued the Amendment to the Capital Improvement Program to add new projects and allocate additional funds to the regularly scheduled City Council meeting of December 8, 2020 unanimously approved during Consent Calendar.

**11
STRATEGIC PLAN**

The City Council continued the presentation of the City of South Gate Economic Development Strategic Plan Progress Update for Fiscal Year 2019/20 to the regularly scheduled City Council meeting of December 8, 2020 unanimously during Consent Calendar.

**12
MINUTES**

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

- a. Approved the Regular and Special City Council Meeting minutes of November 10, 2020; and
- b. Approved the Special City Council Meeting minutes of November 11, 2020.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 24, 2020

14

WARRANTS

The Warrants were unanimously approved with the exception of #90848, 90844, and 90870 by motion of Council Auditor Avalos and seconded by Council Member Hurtado.

- a. Approved Check No. 90727 from November 10, 2020; and
- b. Approved the Warrant register for November 24, 2020.

Total of Checks:	\$5,243,901.45
Voids:	(\$ 7,824.68)
Total Payroll Deductions (FY 2020/21)	(\$ 453,770.35)
Grand Total:	\$4,782,306.42

Cancellations: 237, 89626, 89928, 90047, 90716, 90869

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting in memory of Milady Quito, Principal of Independence Elementary School and in honor of Michael Flad for his service to the City of South Gate at 11:57 p.m. and seconded by Council Member Avalos.

PASSED and **APPROVED** this 12th day of January, 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, DECEMBER 8, 2020**

CALL TO ORDER Maria Davila, Mayor called a Regular City Council meeting to order at 6:38 p.m.

INVOCATION Pastor Bobby Scott, Community of Faith Bible Church

PLEDGE OF ALLEGIANCE Dr. Albert Roman, Interim ELAC President

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Treasurer Gregory Martinez, Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

**1
CDBG**

The City Council conducted a Public Hearing and unanimously adopted Resolution No. 2020-40-CC entitled - A Resolution of the City Council of the City of South Gate, California, receiving and approving the Program Year 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the City Manager, or his designee, to submit the CAPER to the U.S. Department of Housing and Urban Development by motion of Council Member Avalos and seconded by Council Member Hurtado.

Paul Adams gave a brief introduction on this item and introduced Ana Marie from Avant-Garde, Inc.

Ana Maire, Avant-Garde, Inc. and Diane Guevara, Acting Housing Manager gave a presentation on this item.

Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item.

Bash, Freddie's Market asked if these types of funds available for the businesses that are part of the Tweedy Mile Association that have been hurt by the COVID-19 pandemic.

Paul Adams explained that the item before Council tonight is regarding last year's activities. The City does have a business assistance grant program which will be beginning soon. Also, the City has additional money coming next year for the façade improvement program and these issues will come before Council in January.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 8, 2020

1

CDBG CONT'D

Seeing no one come forward, Mayor Davila closed the public hearing.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

DEVIATE FROM
THE AGENDA

At this time, there being no objections, Mayor Davila stated that items 12 and 13 would be considered out of its regular agenda order.

12

BUDGET

The City Council unanimously approved A, B and C by motion of Council Member Avalos and seconded by Vice Mayor Rios

- a. Reviewed and discussed staffs recommendation on the various amendments proposed in the Fiscal Year 2020/21 Fall Revise Budget;
- b. Provided direction regarding the Budget Subcommittee's recommendation on various amendments for the Fiscal Year 2020/21 Fall Revise Budget; and
- c. Approved staffs recommended budget amendments and/or any other amendments the City Council deems appropriate.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

EXCUSED FROM
MEETING

At this time, Vice Mayor Rios, was excused from the meeting and did not vote on Item 13.

13

STRATEGIC PLAN

The City Council unanimously received and filed the City of South Gate Economic Development Strategic Plan Progress Update for Fiscal Year 2019/20, containing priorities and actions taken to improve the City's economic development efforts by motion of Council Member Hurtado and seconded by Mayor Davila.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, absent; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

REJOINED MEETING

Vice Mayor Rios rejoined the City Council during Comments from the Audience.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 8, 2020

COMMENTS FROM THE AUDIENCE

Adolfo Varas announced that he will be hosting his 5th annual toy giveaway on December 21st.

Robert Montalvo played a recording concerning a resident and their involvement with the Taste of Compton. Mr. Montalvo stated his concerns with Council Member Hurtado.

Liz Ruiz, Nebraska Avenue, updated the City Council on the steering committee meeting for the South Coast Air Quality Management District she attended.

Virginia Johnson spoke on the color scheme of the businesses in the Hollydale area and the behavior of community members at Council Meetings. Ms. Johnson wished everyone a Merry Christmas.

Anna, Chamber of Commerce, thanked the community for supporting the National Small Business Day. The Chamber of Commerce will be hosting a 12 day of Christmas toy drive.

Josh Barron thanked the nonprofits that work in our community for their hard work and he invited the community to join the Parks and Recreation Commission Zoom meeting for December.

Cyndi Esquivel wished everyone a Merry Christmas and a Happy New Year. Ms. Esquivel addressed the comments made regarding the Taste of Compton.

Jovanna Laborin, 3372 Seminole Avenue, addressed the comments made regarding the Taste of Compton and the behavior of City Commissioners.

Scarlett spoke on the behavior of the community during the Council Meetings.

City Clerk Avalos read the following emails:

Natasha Martinez responded to the racial comments made at the last City Council Meetings.

Angie Garcia is concerned with the behavior of one of Council Member Diaz's Commissioners.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Steve Costley, Interim Parks and Recreation Director wished everyone a Happy Holiday.

Randy Davis, Chief of Police reported that the Police Department raised about \$40,000 for youth programs and projects.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 8, 2020

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Paul Adams, Interim Community Development Director announced that the Tweedy Mile will be hosting a ham distribution on December 20 and the Azalea Shopping Center will be hosting a drive through toy give away. Staff is working with the Chamber of Commerce to get small business grant program started again before the Holidays.

Jackie Acosta, Administrative Services Director wished everyone a Happy Holiday.

Chris Jeffers, Interim City Manager received an email stating that the Azalea Shopping Center has cancelled the toy drive due to the State's stay at home order. Mr. Jeffers wished everyone a safe Holiday.

Raul F. Salinas, City Attorney and Carmen Avalos, City Clerk wished everyone a safe and Merry Christmas.

Council Member Hurtado said that he is very grateful that the community is willing to help during these times. Council Member Hurtado wished everyone a Merry Christmas and he urged everyone to stay home this holiday season and shop local to support South Gate business.

Council Member Diaz wished everyone a Happy Holiday and she attended a meeting of the Latino Caucus of the League of California Cities. They discussed the process of getting the COVID vaccine out to the public. She asked the community to celebrate the holidays with their immediate families so next we can celebrate with everyone next year.

Council Member Avalos asked that Council adjourn the meeting in memory of three family members that she has lost and spoke about her first 8 months in office. Council Member Avalos wished everyone Merry Christmas and Happy New Year. This pandemic has been very difficult and asked everyone will continue to follow the CDC guidelines in the hope that New Year will provide a healing to the community.

Vice Mayor Rios stated that we need to put socializing on hold this year and follow the CDC guidelines. He congratulated the Police Department on the success of Pageant of the Trees and Ramona Trejo for retiring from the City after 40 years of service. Northgate is donating 1,000 toys to the children of the community with a drive through event.

Mayor Davila thanked the community for participating in Council Meetings, Staff for their hard work and her fellow Council Members. It has been a very difficult year and she has lost two family members this year. Mayor Davila wished everyone a Merry Christmas and hopes everyone stays safe during this holiday season.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 8, 2020

CONSENT CALENDAR Agenda Items 2, 3, 4, 5, 6, 8, 9 and 10 were unanimously approved by motion of Council Member Avalos and seconded by Mayor Davila. Item 7 was pulled for separate discussion.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

2
EMERGENCY PLANNING The City Council unanimously adopted Resolution No. 2020-41-CC - A Resolution of the City Council of the City of South Gate, California, extending the Local Emergency within the City as a result of the Coronavirus Disease 2019 pandemic surge during Consent Calendar.

3
CA REGIONAL WATER The City Council unanimously adopted Resolution No. 2020-42-CC - A Resolution of the City Council of the City of South Gate, California, repealing Resolution No. 7885 and appointing Arturo Cervantes, Assistant City Manager/Director of Public Works as the Primary Board Member, and Gladis Deras, Senior Engineer, and Christopher Castillo, Water Division Manager, as the Alternate Board Members to serve on the Governing Board of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority effective December 8, 2020, through and including September 30, 2021 during Consent Calendar.

4
HOUSING LEGACY APT The City Council unanimously approved A, B, and C during Consent Calendar.

- a. Finding that the Legacy Apartments housing development is Categorical Exempt under Section 15061(b)(3)(General Rule Exemption) of the California Environmental Quality Act (CEQA);
- b. Adopted Resolution No. 2020-43-CC - A Resolution of the City Council of the City of South Gate, California, approving the Affordable Housing Agreement (Contract No. 2020-112-CC) with 10130 Adella, LLC for the Legacy Apartments, a 78- unit apartment housing development with the inclusion of four very low affordable housing units to be located at 10130 Adella Avenue in the City of South Gate; and
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

5
PERSONNEL The City Council unanimously adopted Resolution No. 2020-44-CC - A Resolution of the City Council of the City of South Gate, California, amending the Hourly Pay Table to update the hourly rates to conform to the minimum wage law effective January 1, 2021 during Consent Calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 8, 2020

6
CIS

The City approved unanimously A and B during Consent Calendar.

- a. Approved a Lease Agreement (Contract No. 2020-113-CC) with Pacific Office Automation, Inc., to lease 20 multi-function copiers to replace the current outdated fleet, for a five-year term, at a monthly lease cost of \$1,558.71, along with maintenance/usage costs of \$0.0059 per black and white copy and \$.04324 per color copy; and
- b. Authorized the Mayor to execute the Lease Agreement in a form acceptable to the City Attorney.

7
WTR REPLENISHMENT
WELL DESTRUCTION

The City Council unanimously approved A and B by motion of Council Member Hurtado and seconded by Council Member Avalos.

- a. Approved the Access, License and Reimbursement Agreement (Contract No. 2020-114-CC) with the Water Replenishment District of Southern California to participate in the Well Destruction Program to include inactive Well No. 23, in an amount not to exceed \$43,000; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City's Attorney.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

8
I-710

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

- a. Approved Amendment No. 1 to Contract No. 3333 with Biggs Cardosa Associates, Inc., to prepare environmental documents for a new design concept for the I-710/Firestone Southbound On-ramp Modification Project, City Project No. 354-ST, in the amount of \$99,268; and
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

9
PUBLIC WORKS

The City Council unanimously continued the consideration of the Amendment to the Capital Improvement Program to add new projects and allocate additional funds to the regularly scheduled City Council meeting of January 26, 2021 during Consent Calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 8, 2020

10

CC MTG SCHEDULE

The Council unanimously approved A and B during Consent Calendar.

- a. Approved the cancellation of the regularly scheduled City Council Meeting of Tuesday, December 22, 2020; and
- b. Authorized the City Council Auditor to review and approve the second warrant register in December 2020.

11

Removed From The Agenda

14

WARRANTS

The City Council unanimously approved the warrants with the exception of #90844, #90848, #90971, #90946, #90951, #90994, #90960, and #91010 by motion of Council Auditor Avalos and seconded by Mayor Davila.

- a. Approved Check No 90870 from November 24, 2020; and
- b. Approved the Warrant Register for December 8, 2020.

Total of Checks:	\$2,400,473.64
Total Payroll Deductions (FY 2020/21)	(\$ 355,121.42)
Grand Total:	\$2,045,352.22

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting in memory of Mark Anthony Ibarra Denier Diaz, Señora Afilar and Jose Suarez at 10:12 p.m. and seconded by Council Member Avalos.

PASSED and **APPROVED** this 12th day of January 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, DECEMBER 8, 2020**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 5:33 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

ABSENT City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:42 p.m. and reconvened at 6:35 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

On item 1, the City Council received a report given by City staff and upon completion of that report there was no reportable action taken.

ADJOURNMENT Mayor Davila unanimously adjourned the meeting at 6:35 p.m. and seconded Council Member Hurtado.

PASSED and **APPROVED** this 12th day of January 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

RECEIVED

Item No. 8

JAN 4 - 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:00pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: January 12, 2021

Originating Department: Community Development

Interim Director:

Paul L. Adams
Paul L. Adams

Interim City Manager:

Chris Jeffers
Chris Jeffers

SUBJECT: GUIDELINES AND PROCEDURES FOR THE HOME INVESTMENT PARTERSHIP (HOME) FUNDED FIRST-TIME HOMEBUYER PROGRAM

PURPOSE: To comply with the United States Department of Housing and Urban Development's (HUD) HOME Investment Partnership Program (HOME) requirement, the City must adopt guidelines and procedures before launching the First-Time Homebuyer Program.

RECOMMENDED ACTIONS:

- a. Receive and file report approving and adopting the HOME Investment Partnership Program (HOME) funded First-Time Homebuyer Program Guidelines and Procedures; and
- b. Appropriate \$300,000 in unassigned Fiscal Year 2020/21 HOME Funds (Fund No. 242) to the First-Time Homebuyer Program fund.

FISCAL IMPACT: There is no impact to the General Fund. The First-Time Homebuyer Program will be funded with HOME funds (Fund No. 242) in an amount not to exceed \$300,000 for FY 2020/21.

ALIGNMENT WITH CITY COUNCIL GOALS: The guidelines and procedures for the HOME funded First-Time Homebuyer Program will support the goal of creating and protecting strong and sustainable neighborhoods by providing resources intended to benefit low-income residents.

ANALYSIS: HUD Regulation 24 CFR 92.504 requires that participating jurisdictions have and follow written policies, guidelines, procedures, and systems to administer activities and projects. The guidelines and procedures provide internal controls and uniform guidance for the federally funded First-Time Homebuyer Program.

The attached First-Time Homebuyer Program (Program) Guidelines and Procedures allow for the overall administration and management of the Program. The main objectives of the Program guidelines and procedures are to establish internal controls for the Program, provide guidance to staff on administering the Program, and establish a clear and transparent process for the public to participate in the Program.

The following are key elements of the Program guidelines and procedures:

- Offer a 0% deferred loan (similar to other HOME funded programs).

- Offer a loan of up to \$65,000 to be used towards the down payment of a qualifying home purchase.
- Loan will not require monthly payments.
- Payment will be due in 30 years (but can be extended if owner-occupied).
- Open to the general public, not just residents (South Gate residents will be given priority).
- In order to apply, applicants must possess loan authorization from a mortgage company.

To ensure that the First-Time Homebuyer Program (Program) successfully administers five down payment loans each year, the City is requiring interested applicants to obtain authorized mortgage estimates for the purchase of a qualifying home. Otherwise, accepting applicants without the proper loan authorization from a mortgage company, may delay the issuance of funds and can prevent “ready” buyers from obtaining the necessary down payment assistance to purchase their home.

Provided below is a description of the Program:

Eligibility

- Applicant must complete a Home Buyer Education Class acceptable to City.
- Applicant must provide a minimum 1% down payment of the total purchase price of home from their own assets. (3.5% might be required by first mortgage lender for closing costs.)
- Applicant must be a "first time" homebuyer (which is a family or person who has not owned a home within the last three years, is a qualified displaced homemaker, is a qualified single parent, or is a single woman and pregnant).
- Applicant must use the home as their principal place of residence.
- Applicant must have sufficient income and credit worthiness to qualify for a first loan from a mortgage lender.
- All combined income must be below 80% of the median income for household size (household includes all persons over the age of 18 living in the home and earning income).

Benefits of the Program

This Program provides up to 50% of purchase price in low interest loans to applicants for down payment and closing cost assistance when purchasing a home and obtaining a first mortgage with a participating lender. The required class will provide participants with information on good credit practices, the advantages and disadvantages of home ownership, how to select a lender and realtor, what to look for in selecting a home, understanding the loan and escrow process, and learning how to maintain the home once it is purchased.

Qualifying Homes

The Program guidelines and procedures defines a “qualifying home” as a single-family dwelling that does not exceed the 95% area median purchase price established annually by HUD. For example, the 95% area median purchase price in South Gate, California was \$427,000; \$451,000; and \$480,000 for years 2018, 2019, and 2020, respectively.

Program Outreach

The new Program will be advertised using the following methods:

- City’s website, e-mail blast, social media, and Vista newsletter.

- Promote the Program to all City Commissions, the Neighborhood Watch Program and various Community Organizations.
- Use local realtors and lending companies to promote the program to be “ready” buyers.

BACKGROUND: On September 22, 2020, the City Council directed staff to implement a First-Time Homebuyer Program through the HOME Investment Partnership Program, to assist low- and very low-income families for the purchase of homes in South Gate. The attached Guidelines and Procedures will allow the City to operate this Program within the required HUD regulations.

ATTACHMENT: First-Time Homebuyer Program Guidelines and Procedures.



City of South Gate

HOME Investment Partnership Program

FIRST-TIME HOMEBUYER PROGRAM

Program Guidelines and Procedures

City of South Gate
Community Development Department
Housing and Grants Division
January 2021

**CITY OF SOUTH GATE
FIRST-TIME HOMEBUYER PROGRAM GUIDELINES AND PROCEDURES**

Table of Contents

- 1.0. GENERAL**
 - 1.1. PROGRAM PURPOSE
 - 1.2. DESCRIPTION
 - 1.3. PROGRAM OUTREACH AND MARKETING
 - 1.4. APPLICATION PROCESS AND SELECTION
 - 1.5. THE HOME PURCHASE PROCESS
 - 1.6. HOMEBUYER COSTS
 - 1.7. HOMEBUYER EDUCATION
 - 1.8. CONFLICT OF INTEREST REQUIREMENTS
 - 1.9. NON-DISCRIMINATION REQUIREMENTS
- 2.0. APPLICANT QUALIFICATIONS**
 - 2.1. CURRENT INCOME LIMITS
 - 2.2. INCOME QUALIFICATION CRITERIA
 - 2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER
- 3.0. HOUSING UNIT ELIGIBILITY**
 - 3.1. LOCATION AND CHARACTERISTICS
 - 3.2. CONDITIONS
 - 3.3. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE
 - 3.4. PROPER NOTIFICATION AND DISCLOSURES
- 4.0. PURCHASE PRICE LIMITS**
- 5.0. THE PRIMARY LOAN**
 - A. QUALIFYING RATIOS
 - B. INTEREST RATE
 - C. LOAN TERM
 - D. IMPOUND ACCOUNT
- 6.0. THE PROGRAM LOAN**
 - A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE
 - B. NON-RECURRING CLOSING COSTS
 - C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS
 - D. AFFORDABILITY PERIOD
 - E. RATES AND TERMS FOR PROGRAM LOANS
 - F. LOAN-TO-VALUE RATIO
- 7.0. PROGRAM LOAN REPAYMENT**
 - 7.1. PAYMENTS ARE VOLUNTARY
 - 7.2. RECEIVING LOAN REPAYMENTS
 - 7.3. DUE UPON SALE OR TRANSFER
 - 7.4. LOAN SERVICING POLICIES AND PROCEDURES
 - 7.5. LOAN MONITORING PROCEDURES
- 8.0. PROGRAM LOAN PROCESSING AND APPROVAL**
 - 8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN
 - 8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING
 - 8.3. ESCROW PROCEDURES
- 9.0. SUBORDINATE FINANCING**
- 10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**
 - 10.1. DEFINITION OF EXCEPTION
 - 10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES
- 11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE**

**TABLE OF CONTENTS (CONTINUED)
ATTACHMENTS**

ATTACHMENT A: MAXIMUM PURCHASE PRICE VALUE LIMITS

ATTACHMENT B: LOAN SERVICING POLICIES AND PROCEDURES

ATTACHMENT C: SELLER'S LEAD-BASED PAINT DISCLOSURE

ATTACHMENT D: DISCLOSURE TO SELLER WITH VOLUNTARY,
 ARM'S LENGTH, PURCHASE OFFER

ATTACHMENT E: INSTRUCTIONS TO HOMEBUYER

CITY OF SOUTH GATE
HOMEBUYER PROGRAM GUIDELINES
September 2014

1.0. GENERAL

The City of South Gate, hereinafter referred to as the "City," receives funds from the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program grants to administer the First-Time Homebuyer Program. The homebuyer program described herein (the "Program") is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as "housing units", located within the City's boundaries. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence. The Program will be administered by the City of South Gate's Community Development Department (the "Program Operator").

1.1. PURPOSE

To describe the City of South Gate's First-Time Homebuyer Program, eligibility requirements, and procedures for submitting and processing applications.

1.2. DESCRIPTION

This document describes the City of South Gate's First-Time Homebuyer Program requirements, processing procedures and program administration. Additionally, this manual contains the regulations pertaining to the program funding source. The City of South Gate at its sole discretion, may revise these guidelines, terminate, place the program on hold, and/or make exceptions to any guideline which is not driven by funding source regulations.

This program is funded through the Federal U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program grants to the City of South Gate that are administered by the Community Development Department.

The City of South Gate encourages all eligible homebuyers to apply, and mortgage lending community to participate in this program. Participation will continue to be open to those mortgage lenders who stay well informed and uphold the restrictions outlined in this manual so that applicants and all parties involved in the transaction are aware of these restrictions before applications are accepted. Lenders are expected to be informed of the HUD technical guide for determining income and allowances for the HOME Program for calculating annual gross income. Lenders are responsible for keeping the Housing Division informed of their current contact information.

1.3. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be performed in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The City will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census

data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.

- B. The Program Operator will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.4. APPLICATION PROCESS AND SELECTION

- A. The City maintains an interest list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed applications are processed on a first-come-first-served basis. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.
- B. Once the applicant is released from the interest list, their Program eligibility is confirmed and they are invited to a briefing regarding participation in the Program. During the briefing the application is reviewed and if deemed potentially eligible, the potential homebuyer is provided with a "Preliminary Eligibility Letter" for the Program along with the following forms: Program Brochure, Attachment "E" - Instructions to Home Buyer, List of Participating Lenders, and Attachment "C" - Sellers Lead-Based Paint Disclosure and the EPA Booklet (Protect Your Family from Lead in Your Home).

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the City reserves the right to deny assistance to the household.

- C. Preference for financing will be given to persons who live or work within the corporate City limits of the City of South Gate.

- D. Each applicant must complete a HUD approved eight (8) hour Homebuyer Education Course, approved by the Program Operator and receive a certificate of completion, a photocopy of which is to be provided to the City as verification of conformance with this requirement.
- E. The potential homebuyer is given 45 days in order to find a qualified home and begin securing primary loan for the housing unit. If during the 45-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot complete the Program requirements in a timely manner, the reservation of funds expires and the next person on the interest list is given an opportunity to participate in the Program.

1.5. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE		
FOR A FAMILY OF FOUR EARNING \$4,800 PER MONTH		
HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS
Principal & Interest Payment	\$ 1,282	\$1,680 Housing
Insurance	78	+300 Other Debt Service
Taxes	<u>320</u>	\$1,980 Total Debt Service
Total Housing Expense	\$1,680	(Overall debt service/month is 41.25% of \$4,800)
		(PITI is 35% of \$4,800, or \$1,680)
OTHER HOUSEHOLD DEBT SERVICE		
	Car Payment	\$ 250
	Credit Card Payment	\$ 50
	Total Other Debt	\$ 300
A \$1,282 per month loan payment equates to borrowing \$268,527 at 4.00% for a 30 year term, fully amortized.		

SUBSIDY CALCULATION	
FOR A FAMILY OF FOUR EARNING \$4,800 PER MONTH	
Purchase Price of Property	\$ 320,000
Less Primary loan amount	268,527
Less down payment of 1%	<u>3,200</u>
Equals "GAP"	\$48,273
Plus estimated allowable settlement charges	<u>8,400</u>
Equals Total Subsidy	\$56,673*
* Maximum loan per household is \$65,000, inclusive of all activity delivery fees	

- B.** The housing unit selection process will be conducted by the prospective homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:
- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
 - 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;
 - 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards.
 - 4) All housing units built prior to January 1, 1978 will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment C);
 - 5) Since the purchase will be voluntary, the seller is not eligible for relocation payments or other relocation assistance;
 - 6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for a minimum of three months prior to submission of the purchase offer.
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C.** Upon finding a suitable property, the Applicant submits an executed standard form, purchase and sale agreement, and primary lender prequalification letter to the Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D.** When City and Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- E.** At the time of escrow closing, the City shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the City as insured is also required.

1.6. HOMEBUYER COSTS

- A.** Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the City. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement.
- B.** Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price, but may contribute more if desired.
- C.** City will not provide more than fifty percent (50%) of the acquisition cost (purchase price plus all closing costs). The subsidy will write down the cost of the primary lender's loan so that the

payments of PITI are within approximately 25 to 35% of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the funding Program. Although the maximum HOME loan per household is \$65,000, inclusive of all activity delivery fees, the City may grant additional funds to meet the 25 to 35% thresholds mentioned above.

1.7. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training can bring success to the City, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have an enhanced ability to address problems that can occur with homeownership. All Program participants are required to attend a City-approved homebuyer education class. The homebuyer education class will cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; impact of refinancing and loan servicing. Methods of homebuyer counseling and education may include, but are not limited to: one-on-one counseling between homebuyer, counselor and family/individual and/or group workshops and informational sessions. Tools of instruction may include fliers, brochures, power point presentations, worksheets, etc.

1.8. CONFLICT OF INTEREST REQUIREMENTS

When the City's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 92.356 of the HOME Final Rule shall be followed for HOME assistance.

1.9. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in a manner consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

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2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS

All applicants must certify that they meet the household income eligibility requirements for the program and provide household income documentation to the City which is deemed by the City as sufficient for verifying income. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the Los Angeles-Long Beach-Glendale, CA HUD Metro Fair Market Rent (FMR) Area, adjusted for household size, as published by HUD (Attachment C).

Household: Means one or more persons who will occupy a housing unit.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HUD income limits. Income qualification criteria, as required under the provisions of 24 CFR 92.254 (a) (3), will be followed to independently determine and certify the household's annual gross income. The Program Operator will compare this annual gross income to the income the Primary Lender used when qualifying the household for their Primary Loan. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same manner as required under the Program. Income will be verified by reviewing and documenting tax returns, copies of payroll stubs, subsidy checks, bank statements, award letters, and third-party verification of employment forms sent to employers or other income sources. All supporting documentation utilized for the income determination shall be dated within six months prior to loan closing and maintained in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the next 12-month period, and will be used to determine program eligibility. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

B. ASSETS:

There are no asset limitations for participation in the Program. Income from assets is, however, recognized as part of annual income under 24 CFR 5.609 and 5.603. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income, subject to the requirements of 24 CFR 92.203)

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

"First-Time Homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

- A.** A displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
- B.** A single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
- C.** An individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - 1. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - 2. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

First-time homebuyer eligibility will be determined by a review of the last three years of federal income tax filings, and other additional documentation as required. Preference for financing may be given to persons who live and work within the City of South Gate.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A.** Housing units to be purchased must be located within the eligible area which is described as: "within the corporate city limits of the City of South Gate".
- B.** Housing unit types eligible for the homebuyer Program are new or previously owned single-

family residences; condominiums; or manufactured homes in mobilehome parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system.

- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the City of South Gate as loss payee in order to close escrow.
- E. Housing must be “modest”, so it may not exceed three bedrooms and two bathrooms unless there are documented extenuating circumstances (e.g. it would create an overcrowding situation based on the household size, there is not a reasonable inventory of homes of this size, etc.) and the Community Development Director approves the exception request.

3.2. CONDITIONS

- A. Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) The Program Operator, a certified housing inspector, or a City representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that require correction. A list of code related repair items will be provided to the homebuyers and their Realtor to be negotiated with the seller.
- 2) Upon completion of all corrections required by the Program Operator, City, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector must approve all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.

- B. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure that a completed Lead Compliance Document Checklist is placed in each purchaser’s file (see Attachment C).

3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for a minimum of three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families.

3.4. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment D) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B.

4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program shall not exceed 95% of the median sales price as determined by HUD, which will be updated annually and can be verified on <https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

Attachment A: MAXIMUM PURCHASE PRICE LIMITS *City will at a minimum, update these limits annually.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the City, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35%, which is the percentage of a borrower's gross monthly income (before deductions) that is available to address the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall not exceed 45%, which is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments such as a car loan, personal loans, credit card debt, as well as child support and alimony payments. Review of the back-end ratio shall be based on the individual overall financial situation of the borrower, and compensating factors may be considered for acceptance of a higher back-end ratio, where the primary lender has provided loan approval, subject to review and approval from the City.

B. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed the current market rate. No temporary interest rate buy-downs are permitted. A permanent loan buy-down is permitted, provided that it does not cost more than 1% of the primary loan amount.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term of no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current with their payments.

6.0. THE PROGRAM LOAN

A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed \$65,000, or the amount necessary to provide the "gap" assistance necessary to meet the Program's front-end ratio requirements, whichever is lower.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.0 (A). Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The Program Operator will use the "front-end ratio" of housing- expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. AFFORDABILITY PERIOD

The HOME program requires an affordability period for homeownership projects from 5-15 years per 24 CFR 92.254 (a) (4). During this period, the buyer/homeowner must use the home unit as their principal residence. Failure to do so will require immediate repayment of the First-Time Homebuyer Program Loan.

E. RATE AND TERMS FOR PROGRAM LOAN

1. All Program assistance to individual households shall be made in the form of

deferred payment (interest and principal) loan (DPL).

2. The Program loan's term shall be for 30 years.
3. The Program loan's interest rate shall be 0% interest. Loan principal shall not be forgiven.
4. HOME Program loans shall be repayable upon the sale or transfer of the property, when the property ceases to be owner-occupied, or upon the HOME Program loan maturity date. However, if it is determined by the City that repayment of the HOME Program loan at the maturity date causes a hardship to the homeowner; the City has two options they may provide to the homeowner:
 1. Amending the HOME Note and Deed of Trust to defer repayment of the amount due at loan maturity, that is the original principal and the accrued interest, for up to an additional 30 years (at 0% interest), this may be offered one time; or
 2. Converting the debt at loan maturity, that is the original principal balance and any accrued interest, to an amortized loan, repayable in 15 years at 0% interest.

F. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

7.2. RECEIVING LOAN PAYMENTS

- A. Program loan payments will be made to:

**City of South Gate
Community Development Department
Attn: First-Time Homebuyer Program
8650 California Avenue
South Gate, CA 90280**

- B. The City will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the City's Program Income Account. The Program lender will accept loan payments from borrowers prepaying deferred loans, and

from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the City. The City may, at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

- A. In the event that an owner sells, transfers title, or discontinues residence in the purchased property for any reason, the principal balance of the DPL is due and payable.
- B. If the owner of the property dies, the loan is due and payable.
- C. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- D. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment B on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment B for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

City will monitor Borrowers and their housing units to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

- A. Loan Processing

All homebuyers or their representatives will be sent an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the City's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should provide the City with their complete loan package, inclusive of the following:

- 1) accepted property sales contract with proper seller notification;
- 2) mortgage application with good faith estimates and first mortgage disclosures;

- 3) full mortgage credit report and rent verification;
- 4) current third party income verifications and verifications of assets;
- 5) preliminary title report;
- 6) homeownership education certificate from the City's contracted homebuyer education provider; and
- 7) signed underwriting transmittal summary and final signed loan application.

Staff will work with local lenders to ensure qualified participants receive only the benefit from the City's Program needed to purchase the housing unit and that leveraged funds will be used when possible. The commitment of HOME funds will not take place until a review of all applicant and lender documentation is performed and is acceptable to the City's staff. If an applicant's HOME funding is approved, appropriate loan documentation (promissory note, deed for trust, and federal regulation Z requirements) and escrow instructions will be prepared by the City staff for submission into escrow, and for borrower signature.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the City and documentation of such maintained in the loan file. The City may elect to obtain a credit report or rely on a current copy obtained by the primary lender. To be eligible for HOME funding consideration, the applicant shall have a minimum FICO score of 640 (350 to 850 FICO standard), and within the preceding twelve-month period shall have: no greater than three (3) 30-day late payments, no 60-day or 90-day or longer late payments, no judgments, no collections, no loan write downs, and no referrals to collection.

C. Documents from Primary Lender

After initial review of the prospective homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be received digitally or faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will perform an income certification (using most recent HCD program guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and the subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the

construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the City for approval. City will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

Upon City HOME loan approval the homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); in escrow the Deeds of Trust are recorded with the County Clerk/Recorder at the same time. A Request for a Notice of Default is also recorded with the County Clerk/Recorder upon receipt of the primary loan recordation information.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender and City advise the escrow/title company in the escrow instructions regarding what exceptions on the policy are acceptable; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

With today's high costs of housing, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The City may make amendments to these Program Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Community Development Director and/or governing body. Changes shall then be sent to HUD for review and approval.

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The City or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the City's recommended course of action and any written or verbal information supplied by the applicant.
- B. The City shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the City's Community Development Director or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the City in writing. The City will then schedule a meeting with the Community Development Director. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the City's governing body.

ATTACHMENT A

**MAXIMUM PURCHASE PRICE VALUE LIMIT FOR
LOS ANGELES COUNTY
(Home Value Limit as of 11/2020)**

COUNTY NAME	One-Family
LOS ANGELES	\$417,000

**HCD 2014 INCOME LIMITS FOR HOME ADJUSTED
FOR FAMILY SIZE FOR LOS ANGELES COUNTY
(Effective April 2015)**

Income Level	Household Size							
	1	2	3	4	5	6	7	8
80%	\$63,100	\$72,100	\$81,100	\$90,100	\$97,350	\$104,550	\$111,750	\$118,950

*City will update the income limits annually as HUD provides new information. The link to the official, HUD-maintained, income limits is:

<https://www.huduser.gov/portal/datasets/il.html>

ATTACHMENT B

LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF SOUTH GATE

The City of South Gate, hereafter called "Lender," has adopted these policies and procedures in order to preserve its financial interest in the properties of "Borrowers" who have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them, as it performs its loan servicing functions.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

All HOME funded loans will be maintained within the HOME Program database, identifying loan parameters and annual monitoring requirements.

1. Loan Repayments:

For Notes which are deferred payment loans, the Lender shall accept voluntary payments on the loan. Loan payments will be credited to principal. The borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a junior lien. If borrower fails to maintain the necessary insurance, the Lender may, at their election, take out force placed insurance to cover the property while the Borrower secures a new insurance policy. All costs for providing the necessary insurance will be added to the loan balance at time of Borrower obtaining the own new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City of South Gate as additional insured will be required at close of escrow. The Lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Lender may, at their election, pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender requires Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment. Impound accounts are required for all HOME funded First-Time Homebuyer Assistance. The City will verify the property taxes on an annual basis.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit a residency affidavit certification, in conjunction with utility bills and/or other documentation, as well as supporting documentation verifying proof of payment of property tax payments annually to verify occupancy during the term of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change.

Any change in ownership as a result of a sale requires that the loan be paid in full. A HOME loan is not assumable.

If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable in full.

HOME loans are not transferable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
- (b) A transfer of the Property where the spouse becomes an owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

All such changes are subject to the review and approval of the City.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable. If the use of the property is converted to a non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must submit a subordination request to the Lender. The Lender will subordinate their loan only when there is no "cash out" as part of the refinance. No cash out means that there are no additional charges for the transaction beyond reasonable loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate, and the total indebtedness on the property shall not exceed the current total indebtedness.

Also, provisions of Section 5.0.B and 5.0.C of these guidelines still apply, which state that the loan must:

- a) be fully amortized and have a fixed interest rate that does not exceed the current market rate;
- b) not have a temporary interest rate buy-down;
- c) have a term "all due and payable" in no fewer than 30 years; and;
- d) not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be submitted to the City for approval consideration. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation and providing a period for remedy of the default condition. If the default continues, then the Lender may initiate a foreclosure action.

When a senior lien holder starts a foreclosure and the Lender is notified of a default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure, provide a City approval is obtained and appropriate funding is available, and add the costs to the balance of the loan with a Notice of Additional Advance against the existing note.

If the Lender determines that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the

foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lien holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing. Also note that the Lender may be required to make the original funding source "whole" relative to the funding provided)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure

(Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

Loan Payoffs

Lender will process Payoff Demand requests in the following manner:

1. A copy of the original note and deed of trust will be retrieved.
2. The terms of the note will be reviewed and any applicable interest or penalties computed.
3. The project file will be reviewed to determine if any additional funds were advanced against the existing deed of trust.
4. The Payoff Demand will be prepared indicating the amount required to fully satisfy the loan obligation, specifying the date through which the demand amount is valid.
5. The Payoff Demand will be transmitted to escrow, with a copy placed in the project file. The Lender will retain the original promissory note and deed of trust until funds are received, deposited, and validated.
6. Upon receipt of the required payoff, a deposit of funds will be made, and the funds credited to the HOME Program Reuse Account.
7. Ten (10) days following the deposit, a verification of funds clearance shall be performed by the Lender. Upon successful verification, the original note and deed of trust will be retrieved.
8. A Substitution of Trustee and Full Reconveyance form shall be prepared and signed by the authorized City official. The executed Substitution of Trustee and Full Reconveyance, shall be combined with the original promissory note (date stamped and marked paid in full) and deed of trust, and transmitted to escrow. Copies of all transmitted documentation shall be maintained in the project file.
9. The HOME Program database shall be updated to reflect the loan repayment, and the reuse account verified to ensure that funds are available for reprogramming.

Funded Loan Adjustments

In instances where the amount of funding provided under the HOME promissory note exceeds the actual funding required to complete the transaction, the following procedures will be employed:

1. Written correspondence will be prepared and issued to the borrower, which references the HOME loan, and provides the credit amount being provided, and a description of the reason for issuance of the loan credit. A copy of the transmittal will be attached to the file's original promissory note.
2. The HOME Program database will be updated to reflect adjustment to the outstanding principal loan balance for the account.
3. The master HOME funds tracking log will be updated to reflect the availability of the credit amount for programming into eligible HOME activities.

ATTACHMENT C

**SELLERS LEAD-BASED PAINT DISCLOSURE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
 - (i) _____ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 - (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) _____ Purchaser has (check (i) or (ii) below):
 - (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of

Agent's Acknowledgment (initial)

- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

ATTACHMENT D

**DISCLOSURE TO SELLER WITH VOLUNTARY
ARM'S LENGTH PURCHASE OFFER NOTICE**

DECLARATION

This is to inform you that _____ (the "Buyer") would like to purchase the property located at _____, South Gate, CA, if a satisfactory agreement can be reached. The Buyer is prepared to pay \$ _____ for a clear title to the property under the conditions described under the attached purchase offer.

Because Federal funds may be used for the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____ [buyer name] _____, thru the City, the City of South Gate will not acquire your property. The Buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the City of South Gate will not use the power of eminent domain to acquire the property.

Since the purchase would be a voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the purchase offer, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to assist in its acquisition. If you are willing to sell the property under the conditions described in the attached purchase offer, please sign the offer and return it to the purchaser's sales agent.

Additionally, please sign and return the attached acknowledgement, confirming that you have received a copy of this notice. If you have any questions regarding this matter, please contact _____ at _____.

Sincerely,

[Title]

Attachment

_____ Buyer's Printed Name	_____ Buyer's Signature	_____ Date
_____ Buyer's Printed Name	_____ Buyer's Signature	_____ Date

Form continues on next page with Seller's Acknowledgment

**DISCLOSURE TO SELLER WITH VOLUNTARY
ARM'S LENGTH PURCHASE OFFER
(Page 2 of 2)**

Acknowledgement

As the Seller I/we understand that the City of South Gate, or its representatives, will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City of South Gate's program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

- Vacant at least 3 months
- Owner-occupied
- New
- Being Purchased by Occupant

ACKNOWLEDGEMENT OF RECEIPT OF ARM'S LENGTH PURCHASE OFFER NOTICE

I/we hereby certify that I have read and understand this "Declaration" and a copy of said Notice was given to me prior to the offer to purchase.

If received after presentation of the purchase offer, I/We choose

- to withdraw, or
- not to withdraw from the Purchase Agreement.

I hereby acknowledge by my signature below that I have received a copy of the "Arm's Length Purchase Offer Notice"

Seller's Printed Name	Seller's Signature	Date
Seller's Printed Name	Seller's Signature	Date

**ATTACHMENT E
CITY OF SOUTH GATE**

INSTRUCTIONS TO HOMEBUYER

- A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.
- B. After consultation with Program Operator regarding approved bedroom and bathroom maximums (always 3 bedrooms and 2 bathrooms unless extenuating circumstances justify more to be approved), Participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. The HOME Program allows only homes vacant for three months or more prior to the date of the purchase contract, unless the current tenant is purchasing the home.
- C. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Program Operator with a copy of:
- real estate sales contract
 - residential loan application and credit report
 - verified income documentation
 - disclosure statement
 - proof of personal funds for participation in program
 - breakdown of closing costs
 - structural pest control clearance
 - appraisal with photos, and
 - preliminary title report
- D. Program Operator reviews paperwork to determine program eligibility and financing affordability for participant.
- E. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and homeownership responsibilities.
- F. Program Operator arranges to have home inspected to document health & safety and code compliance. Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action.
- G. Program Operator requests loan approval from the Director of Community Development. Following loan approval, Program Operator prepares Deed of Trust, Promissory Note, Request for Notice of Default, Loan Agreement, Owner-Occupant Agreement with the City of South Gate, and Escrow Instructions, and requests check, and deposits same into escrow.
- H. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow closeout information. After receipt of recorded loan documents, Final HUD-1, Insurance Loss Payee Certification and Final Title Insurance Policy (Program Operator) closes out the loan file.
-

PARTIAL WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021
(CHECKS NOT APPROVED ON 1/24/2020)

PART I

RECEIVED

apChkLst
 11/25/2020 9:01:05PM

Final Check List
 CITY OF SOUTH GATE

Page: 1
 JAN 6 2021
 4:10pm

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Check Total
90844	11/24/2020	0008789 GONZALEZ, VIOLETA ORQUIDIA	473	10/6/2020	JULY 1, 2020 - SEP 27, 2020 14W	8,855.00
		Voucher:	474	10/6/2020	JULY 1, 2020 - SEP 20, 2020 13W	5,040.00
90848	11/24/2020	0008788 HELPLINE YOUTH COUNSELING	8980	6/17/2020	HMLSS SG HPRP-RENT ASSIST.	2,030.98
		Voucher:				2,030.98
Sub total for BANK OF THE WEST:						15,925.98

2 checks in this report.

Grand Total All Checks: 15,925.98

Item No. 9a

**PARTIAL WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 1/12/2021
(CHECKS NOT APPROVED ON 11/24/2020)**

TOTAL PART I - ACCOUNTS PAYABLE CHECKS

15,925.98

GRAND TOTAL

15,925.98

1/12/2021 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021 **RECEIVED** PART I

apChkLst
12/23/2020 7:03:54AM

Final Check List
CITY OF SOUTH GATE

JAN 6 2021 Page: 1
4:10pm

Bank : botw BANK OF THE WEST

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91168	12/24/2020	0012107	CALIFORNIA STATE DISBURSEMENT Ben279825	12/24/2020	CA STATE DISB. UNIT. PAYMENT	224.76	224.76
91169	12/24/2020	00002138	FRANCHISE TAX BOARD Voucher: Ben279821	12/24/2020	GARNISHMENT - FRANCHISE TA	50.00	50.00
91170	12/24/2020	0009920	OCSE CLEARINGHOUSE SDU Voucher: Ben279823	12/24/2020	GARNISHMENT - AR CHILD SUPP	324.00	324.00
Sub total for BANK OF THE WEST:						598.76	598.76
Grand Total All Checks:						598.76	598.76

3 checks in this report.

1/12/2021 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021

PART II

apChkLst
12/23/2020 3:42:38PM

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
91171	12/23/2020	00000898	SG-OCT20	12/7/2020	OCT 2020 - WATER USAGE- CB M	24,565.45	24,565.45
		Voucher:					
91172	12/23/2020	0011708	12017	11/30/2020	OCT-NOV 2020 IT PROJECT MAN	15,376.25	15,376.25
		Voucher:					
91173	12/23/2020	0012876	MURGUJA	12/22/2020	PAYMENT OF SETTLEMENT AMC	31,000.00	31,000.00
		Voucher:					
91174	12/23/2020	00004865	12/17/2020	12/17/2020	BILLING PRD NOV 2020	138,804.06	138,804.06
		Voucher:					
91175	12/23/2020	00000028	4590-SEP-2020	12/2/2020	SEP 2020 - ALPHA# 4590 GROUN	275,960.62	275,960.62
		Voucher:					

Sub total for BANK OF THE WEST: 485,706.38

5 checks in this report.

Grand Total All Checks: 485,706.38

1/12/2021 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021

PART III

apChkLst
01/05/2021 4:43:13PM

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
91176	1/12/2021	00004166 4 SERVICE INC. Voucher:	210163	1/1/2021	JAN 2021 - OFFSITE DATA STOR	2,230.00	2,230.00
91177	1/12/2021	0012754 AARC CONSULTANTS, LLC Voucher:	2020-5231	12/3/2020	8/5/20-11/20-20: RISK & RESILIENT	20,654.25	20,654.25
91178	1/12/2021	00003971 ADMINSURE INC. Voucher:	13822	12/15/2020	JAN 2021 - WORK COMP CLAIM /	9,224.00	9,224.00
91179	1/12/2021	0012872 ADOLFO VARAS Voucher:	12/10/2020	12/10/2020	12/10/20 - PARKS COMMISSION /	75.00	75.00
91180	1/12/2021	0011268 ADVENTIST HEALTH WHITE MEM Voucher:	10331269-2020	12/9/2020	STANDARD BILL REVIEW-GUSTA	331.06	331.06
91181	1/12/2021	00004372 AIRGAS USA, LLC Voucher:	9107402973	11/23/2020	CARBON DIOXIDE FOR POOL	240.72	
			9105403278	9/23/2020	CARBON DIOXIDE	235.92	
			9106387445	10/22/2020	CARBON DIOXIDE FOR POOL	148.80	
			9106568987	10/28/2020	CARBON DIOXIDE FOR POOL	117.68	
			9107038648	11/10/2020	CARBON DIOXIDE FOR POOL	198.59	
			9104455366	8/25/2020	CARBON DIOXIDE	202.89	1,144.60
91182	1/12/2021	0009798 ANIMAL FRIENDS PET HOTEL Voucher:	422886	11/12/2020	11/11/2020: BOARDING SERVICE:	157.00	
91183	1/12/2021	0012470 ARMCO WASH INC Voucher:	424151	11/29/2020	BOARDING SERVICES 11/29/202	116.00	273.00
			167	12/3/2020	NOV 2020: CAR WASH SERVICE	565.00	565.00
91184	1/12/2021	0008621 ASPA Voucher:	116814-FY 20/21	12/21/2020	CARMEN AVALOS: ANNUAL MEM	130.00	130.00
91185	1/12/2021	00003692 AT&T MOBILITY Voucher:	875963643X12162	12/8/2020	BILLING PRD- NOV 2020 - MDCS	419.33	
91186	1/12/2021	00004126 A-THRONE CO INC. Voucher:	287288333867X12	12/2/2020	BILLING PRD- NOV 2020 - MDCS	1,677.48	2,096.81
			000066759	11/21/2020	PARKS FENCE RENTAL	54.46	54.46
91187	1/12/2021	00000201 ATLANTIC LOCK & KEY Voucher:	00099	10/29/2020	FRONT OFFICE KEYS	429.20	
			00106	10/29/2020	COMBINATION KEY BOX FOR JA	279.94	
91188	1/12/2021	0011336 AVANT-GARDE INC. Voucher:	00109	11/3/2020	KEYS MADE DUPLICATE FOR EN	38.50	747.64
			6606	12/10/2020	2ND YEAR OF CONTRACT - CDB	10,278.30	10,278.30
91189	1/12/2021	00000651 BSN SPORTS, LLC Voucher:	910664703	12/11/2020	SPORTS EQUIPMENT	1,150.64	1,150.64

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91190	1/12/2021	0010904 Voucher:	CMR: BARRON, JOSHUA	12/10/2020	12/10/20 - PARKS COMMISSION I	75.00	75.00
91191	1/12/2021	00003341 Voucher:	CMR: CYPERT, JENNIFER	12/10/2020	12/10/20 - PARKS COMMISSION I	75.00	75.00
91192	1/12/2021	00004154 Voucher:	CMR: FLORES II, ALAN D.	12/10/2020	12/10/20 - PARKS COMMISSION I	75.00	75.00
91193	1/12/2021	0011922 Voucher:	CONCENTRA MEDICAL CENTERS69806163	12/9/2020	DUI BLOOD DRAW (1) 12/05/2020	52.00	52.00
91194	1/12/2021	00005110 Voucher:	COUNTY OF L.A. DEPT OF PW	RE-PW-20110902; 11/9/2020	THRU OCT 2020: TS MAINT DDG	405.12	405.12
91195	1/12/2021	00001423 Voucher:	DAILY JOURNAL CORPORATION	B3420747	12/3/2020	ORDANCE PUBLICATION: ORDAI	105.00
91196	1/12/2021	00000314 Voucher:	DAPEER ROSENBLIT & LITVAK LI17994	17993	10/31/2020	OCT 2020 - (CDBG) MUNICIPAL C	50.70
91197	1/12/2021	00001565 Voucher:	DEPT OF JUSTICE-(DOJ) CENTR473206	483644	10/31/2020	OCT 2020 - (CDBG) MUNICIPAL C	614.80
91198	1/12/2021	00003777 Voucher:	DON MILLER & SONS PLUMBING	331700	10/5/2020	SEPT 2020 - FINGERPRINT APPS	626.00
				331697	12/3/2020	NOV 2020 - FINGERPRINT APPS	594.00
				331948	11/12/2020	REPLACE OBSOLETE FAUCES A	851.31
				332584	11/24/2020	REPLACE OBSOLETE FAUCETS	806.96
				239475	11/16/2020	HARDWARE FOR JANITOR CLOS	59.62
91199	1/12/2021	0010742 Voucher:	EAGLE AVENUE LP	332584	11/12/2020	REPLACE OBSOLETE FAUCETS ,	567.54
				90394	12/9/2020	INVENTORY PO/ NITRILE GLOVE	1,971.00
91200	1/12/2021	00001782 Voucher:	EBERHARD EQUIPMENT	90394	12/10/2020	KUBOTA MOWER REPLACEMENT	362.68
91201	1/12/2021	0009411 Voucher:	ENGINEERING RESOURCES OF	54641	12/10/2020	KABOTA EQUIPMENT REPAIR AN	115.94
					12/9/2020	THRU 11/30/2020 PROFESSIONA	3,302.24
91202	1/12/2021	0010017 Voucher:	ENTERPRISE FM TRUST	FBN4102976	12/3/2020	DEC 2020 PD- LEASED VEHICLE:	1,488.03
				FBN4070465	11/4/2020	PD LEASED VEHICLE- UNIT 237F	2,923.57
				FBN4092001	12/3/2020	PD LEASED VEHICLE- UNIT 237F	1,623.01
				FBN4093228	12/3/2020	DEC 2020 PD-LEASED VEHICLE	2,192.16
				FBN4102990	12/3/2020	DEC 2020 PD LEASED VEHICLE-	1,005.22
91203	1/12/2021	00002026 Voucher:	FEDERAL EXPRESS CORPORATI	7-186-92132	11/19/2020	FEDEX STANDARD OVERNIGHT	6.66
				7-210-56514	12/11/2020	FEDEX STANDARD GROUND	19.02
				7-217-40009	12/18/2020	FEDEX PRIORITY OVERNIGHT	36.55

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91204	1/12/2021	0010898	INV-07337	11/2/2020	PROFESSIONAL SERVICES FOR	19,128.37	19,128.37
	Voucher:						
91205	1/12/2021	0010016	112021-05	12/10/2020	NOV 2020 FIXED ROUTE (GATE)	41,280.12	41,280.12
	Voucher:						
91206	1/12/2021	0008109	2020-32830	12/9/2020	UNIFORM AND ACCESSORIES FI	602.05	602.05
	Voucher:						
91207	1/12/2021	0010393	2020-3000	12/23/2020	FY 2020-2021: PENSION MODULI	9,000.00	
	Voucher:						
91208	1/12/2021	00002890	2020-2999	12/23/2020	GOVINVEST SERVICES	10,250.00	19,250.00
	Voucher:						
91209	1/12/2021	00000534	9702464752	10/31/2020	REPLACEMENT FIRE EXTINGUIS	1,842.50	1,842.50
	Voucher:						
91210	1/12/2021	0012678	166185	11/5/2020	EYE WASH STATION MOUNT	149.94	149.94
	Voucher:						
91211	1/12/2021	00000989	46925	10/8/2020	10/1/-10/31/20 CONSTRUCTION C	216,824.67	216,824.67
	Voucher:						
91212	1/12/2021	0011526	46697	11/17/2020	9/27/20-10/24/20: GARFIELD/IMPE	203.50	
	Voucher:						
91213	1/12/2021	00002529	46698	11/17/2020	9/27/20-10/24/20: DESIGN SERVI	570.46	
	Voucher:						
91214	1/12/2021	00000268	46870	12/11/2020	10/25/20-11/21/20: 2DESIGN SER	309.92	1,083.88
	Voucher:						
91215	1/12/2021	00000647	723626	11/30/2020	MULTI-CHLOR	591.77	
	Voucher:						
91216	1/12/2021	00000268	723625	11/30/2020	MULTI-CHLOR	834.70	
	Voucher:						
91217	1/12/2021	00000268	723624	11/30/2020	MULTI-CHLOR	722.58	
	Voucher:						
91218	1/12/2021	00000268	723623	11/30/2020	MULTI-CHLOR	660.29	2,809.34
	Voucher:						
91219	1/12/2021	00000268	723623	12/9/2020	QTR 2 2020: AUDIT SERVICES - 1	4,014.73	4,014.73
	Voucher:						
91220	1/12/2021	00000268	7340900	12/15/2020	GROUNDS MAINTENANCE SUPP	152.43	
	Voucher:						
91221	1/12/2021	00000268	0340835	12/16/2020	PARK YARD - REPLACEMENT LO	156.13	
	Voucher:						
91222	1/12/2021	00000268	1360193-2020	12/3/2020	REMOVAL OF SWINGS AT PLAYG	28.00	
	Voucher:						
91223	1/12/2021	00000268	6351392	12/2/2020	PURCHASED TO REPLACE BROI	3.06	
	Voucher:						
91224	1/12/2021	00000268	6340852	12/7/2020	TOOLS TO INSTALL COURAGATE	78.57	
	Voucher:						
91225	1/12/2021	00000268	0351343	12/7/2020	BOUGHT SUPPLIES TO FINISH J	16.13	
	Voucher:						
91226	1/12/2021	00000268	3372747	11/23/2020	PURCHASED FOR FOUNTAIN M/	56.65	
	Voucher:						
91227	1/12/2021	00000268	0351081	11/20/2020	KEY LOCK BOX INSTALLATIONS	27.16	
	Voucher:						
91228	1/12/2021	00000268	7372683	8/5/2020	COMPRESSOR	295.85	
	Voucher:						
91229	1/12/2021	00000268	7372683	11/6/2020	RACHET	70.27	884.25
	Voucher:						
91230	1/12/2021	00000268	5254072516	12/1/2020	3RD YR OF 3 YR ANNUAL MAINT	8,540.00	8,540.00
	Voucher:						

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91216	1/12/2021	00001298 IIMC	12/31/2020	12/8/2020	THRU 12/31/21 ANNUAL MEMBEF	330.00	330.00
		Voucher:					
91217	1/12/2021	00000681 INDUSTRIAL MAINTENANCE SRV 16379		11/26/2020	TROUBLE SHOOT AND REBUILD	1,989.60	
		Voucher:		12/6/2020	INSTALLED ALTRONIC ENGINE F	960.00	2,949.60
91218	1/12/2021	0011271 ITRON, INC.	570415	12/16/2020	NOV 1, 2020 TO OCT 31, 2021 SU	1,008.00	1,008.00
		Voucher:					
91219	1/12/2021	00000209 JHM SUPPLY , INC.	61510/3	12/4/2020	GROUPS - EQUIPMENT REPLA	1,061.56	1,061.56
		Voucher:					
91220	1/12/2021	0011585 JOHNSON CONTROLS FIRE	87273443	11/17/2020	JOHNSON CONTROLS- FIRE SPF	2,798.59	2,798.59
		Voucher:					
91221	1/12/2021	00003387 KNORR SYSTEMS, INC.	S1225914	11/4/2020	POOL CHEMICALS	337.79	
		Voucher:		3/27/2020	POOLTEST BLUETOOTH STAND/	389.40	
				10/23/2020	POOL SUPPLIES	1,510.43	2,237.62
91222	1/12/2021	00005175 LA COUNTY METROPOLITAN	106023	12/1/2020	NOV 2020: TAP BUS PASSES	40.00	40.00
		Voucher:					
91223	1/12/2021	00003609 LA COUNTY SHERIFF-PROCESSI210771VL		11/17/2020	OCT 2020: PRISONER MAINTEN/	253.30	253.30
		Voucher:					
91224	1/12/2021	00005062 LA CTY POLICE CHIEF'S ASSOC. 2021		12/4/2020	2021 LACPCA ANNUAL DUES -	500.00	500.00
		Voucher:					
91225	1/12/2021	00004384 LIEN ON ME, INC.	10331269	12/9/2020	OUT PATIENT HOSPITAL/GUSTAI	190.23	190.23
		Voucher:					
91226	1/12/2021	00001161 LIFE ASSIST INC	1037528	9/24/2020	AQUATIC SUPPLIES	549.57	549.57
		Voucher:					
91227	1/12/2021	00003960 MAJESTIC TROPHY & AWARDS	020422	11/2/2020	REPLACEMENT OF DEDICATION	3,078.90	3,078.90
		Voucher:					
91228	1/12/2021	0011433 MARK THOMAS & COMPANY, INC38167		10/27/2020	DESIGN SERVICES FOR THE LO	58,822.47	58,822.47
		Voucher:					
91229	1/12/2021	00004060 MCMASTER-CARR SUPPLY CO	49383823	11/30/2020	REPLACEMENT LIGHTS FOR VE	1,320.00	
		Voucher:		12/4/2020	CIRCULATION PUMP FOR PUBLI	373.75	1,693.75
				11/30/2020	11/16/20:CLEANING AND DISINF	195.00	
				11/30/2020	11/19/20: CLEANING AND DISINF	295.00	
				10/31/2020	OCT 2020: MBM ANNUAL JANITO	6,888.00	
				9/30/2020	SEP 2020: MBM ANNUAL JANITO	19,257.44	
				10/31/2020	OCT 2020: MBM ANNUAL JANITO	19,257.44	45,892.88

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91231	1/12/2021	0011448 MNS ENGINEERS, INC. Voucher:	76835	12/15/2020	8/1/20-10/31/20: PROFESSIONAL	28,155.00	28,155.00
91232	1/12/2021	00004335 MOTOROLA SOLUTIONS, INC. Voucher:	16129247	11/27/2020	MOTOROLA KVL 5000 KEY LOAD	6,449.38	159,727.36
91233	1/12/2021	0008506 MUNITEMPS Voucher:	29550 129892	12/15/2020 12/11/2020	2020 -2ND ANNUAL LEASE PYMT W/E 12/6/20: PW PROJECT MANF	153,277.98 3,000.00	3,000.00
91234	1/12/2021	0009426 MV CHENG & ASSOCIATES, INC. Voucher:	10/31/2020A	11/6/2020	OCT 2020: ACCOUNTING SERVIC	275.00	275.00
91235	1/12/2021	0009267 NATIONAL AUTO FLEET GROUP Voucher:	PC95631	11/13/2020	NEW POLICE VEHICLES FY 2019	52,616.89	52,616.89
91236	1/12/2021	00001547 NLHA Voucher:	000015102021	12/30/2020	2021-ANNUAL MEMBERSHIP DUI	600.00	600.00
91237	1/12/2021	00003843 NORTH STAR ELECTRONICS, LLC Voucher:	2755 2764	9/9/2020 10/14/2020	LIGHTBAR FOR NEW PARKS VEH PUSH BUMPER / PA & AIRHORN	3,261.32 2,341.58	8,864.22
91238	1/12/2021	0007984 O'REILLY AUTO PARTS Voucher:	3063-382375	10/20/2020	LIGHTBAR FOR NEW PARKS VEH	3,261.32	8,864.22
91239	1/12/2021	0012757 PACIFIC HYDROTECH CORPORA Voucher:	3063-381687	12/14/2020	HEX KEY SET REPLACEMENT	16.53	159.84
91240	1/12/2021	00000715 PD: CALIF PEACE OFFICERS ASS Voucher:	2755	12/9/2020	REPLACEMENT JACK FOR PARK	143.31	159.84
91241	1/12/2021	0010664 PD: GOLD COAST K9 Voucher:	SGPD-05	11/30/2020	CONSTRUCTION OF WATER FAC	130,824.50	130,824.50
91242	1/12/2021	00001398 PD: ORANGE COUNTY SHERIFF'S Voucher:	1-2851	12/4/2020	TRAINING-CAPITOL TO COMMUN	475.00	475.00
91243	1/12/2021	00002335 PITNEY BOWES Voucher:	JAN 2021	11/27/2020	MAILO BOARDING 11/23/2020-11/	150.00	150.00
91244	1/12/2021	0011257 PK: GUILMETTE, ROBERT Voucher:	WINTER 2020-2	12/4/2020	TRAINING-TRAFFIC COLLISION I	405.00	405.00
91245	1/12/2021	0009511 PRADO FAMILY SHOOTING RANG Voucher:	5486	11/1/2021	RESERVE ACCOUNT NO. 347190	3,000.00	3,000.00
91246	1/12/2021	00000488 PRAXAIR DISTRIBUTION, INC. Voucher:	5480 99654500	12/9/2020	YOGA-ZOOM (11/23-12/9)	450.00	450.00
91247	1/12/2021	0011466 PRINCIPAL LIFE INSURANCE CO. Voucher:	NOV 2020	12/6/2020	12/04/2020 TRNG: RANGE RENT/	400.00	800.00
				12/4/2020	11/24/2020 TRAINING-SWAT RAN	400.00	800.00
				10/22/2020	CYLINDER RENTAL	98.48	98.48
				10/28/2020	NOV 2020- ADJ FOR MISC & SWC	3,421.45	3,421.45

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91248	1/12/2021	0005368 Voucher:	82959	7/29/2020	BUSINESS CARDS - PARKS NICK	33.08	
			83185	11/12/2020	24 X 36 PRINT SET-TWEEDY SIG	82.69	
			83145	10/28/2020	24" X 36" PRINTS SETS-GARFIEL	43.55	
			83199	10/28/2020	24" X 36" PRINTS SETS-GARFIEL	42.45	
			83193	11/17/2020	24" X 18" PRINTS STREET IMPRC	44.10	
			83237	12/3/2020	24" X 36" PRINTS TWEEDY SIGN,	2.76	248.63
91249	1/12/2021	00004055 Voucher:	PROFORCE LAW ENFORCEMENT1432643	12/9/2020	TASER HOLSTERS RH (7) AND LH	854.99	
			433558	12/17/2020	TEN TASER X26P BLK CLASS III I	12,270.83	13,125.82
91250	1/12/2021	0006933 Voucher:	PSYCHOLOGICAL CONSULTING /52394	11/30/2020	11/30/2020- PRE-EMPLOYMENT E	1,600.00	1,600.00
91251	1/12/2021	00000416 Voucher:	RAPID-O-PRINT 21711	11/19/2020	DPW ENVELOPES	141.12	141.12
91252	1/12/2021	0012864 Voucher:	RIVERSIDE COMMUNITY COLLEC2021/245	12/4/2020	TRAINING-TRAFFIC COLLISION I	184.00	
			2021/248	12/4/2020	TRAINING-DISPATCHER CRITICA	23.00	207.00
91253	1/12/2021	0010999 Voucher:	SAFNA ENGINEERING 10229	12/8/2020	NOV 2020: PROJECT MGMT SER	21,420.00	21,420.00
91254	1/12/2021	00004829 Voucher:	SCMAF 8326	9/30/2020	MEMBERSHIP FEE FOR LESLIE (60.00	
			MEM-21-SILVER-1	12/9/2020	2021 GROUP MEMBERSHIP FT-5	310.00	370.00
91255	1/12/2021	00004830 Voucher:	SCS ENGINEERS 0390241	10/31/2020	OCT 2020: PROFESSIONAL SER)	487.50	487.50
91256	1/12/2021	0010623 Voucher:	SECTRAN SECURITY INC. 20120438	12/11/2020	NOV 2020: ARMORED TRUCK SE	280.24	280.24
91257	1/12/2021	00004834 Voucher:	SECURITY SIGNAL DEVICES SYSS-01036525	11/16/2020	PANEL NOT TESTING	139.00	
			S-01036911	11/23/2020	PANEL NOT TESTING	139.00	
			R-00252574	12/10/2020	01/01/21-03/31/21 BURGLAR ALAI	687.58	965.58
91258	1/12/2021	0009253 Voucher:	SITEONE LANDSCAPE SUPPLY, L104063861-002	11/24/2020	IRRIGATION PARTS	61.51	
			104063861-003	11/24/2020	IRRIGATION PARTS	255.50	
			104063861-001	11/23/2020	IRRIGATION PARTS	4,258.88	4,575.89
91259	1/12/2021	00004857 Voucher:	SMITH FASTENER COMPANY 0030216	12/1/2020	UNIT #210 EYE WASH	13.06	13.06
91260	1/12/2021	00004874 Voucher:	SO GATE CHAMBER OF COMMEF1117	11/9/2020	FY 2020/2021 - 1ST QTR INSTALL	20,000.00	20,000.00
91261	1/12/2021	0009420 Voucher:	SPARKLETTTS 15758432-121120	12/11/2020	NOV 2020 - DRINKING WATER S)	438.90	438.90

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91262	1/12/2021	00004908	STATUS ONE MEDICAL INC	61150	11/23/2020	FIRST AID SUPPLIES	93.27
		Voucher:					
91263	1/12/2021	0008773	STOTZ EQUIPMENT	P24308	6/10/2020	UNIT# SPC1 - REPLACEMENT PA	418.96
		Voucher:					
91264	1/12/2021	00004921	TARGET SPECIALTY PRODUCTS	INVP500328954	12/2/2020	GROUPS - EQUIPMENT PARTS	671.74
		Voucher:					
91265	1/12/2021	0012518	THE HITT COMPANIES	OE-85374	7/15/2020	(1)TRODAT 5430 DATER, TEXT AI	61.36
		Voucher:					
91266	1/12/2021	00003851	THOMSON REUTERS	OE-90235	12/17/2020	(2) CUSTOM ENGRAVED PLATE ;	133.38
		Voucher:					
91267	1/12/2021	0008153	TIME WARNER CABLE-	843449879	12/1/2020	NOV 2020 - WEST INFORMATION	417.99
		Voucher:					
91268	1/12/2021	00003438	TRANS UNION-SOUTHERN CALI	I11004922	12/1/2020	12/1/20-12/31/20 BILLING PRD- AI	161.26
		Voucher:					
91269	1/12/2021	0008005	U.S. BANK-PARS ACCT#67460225	JAN 2021	11/25/2020	01/26/20-02/25/20 CREDIT CHEC	55.48
		Voucher:					
91270	1/12/2021	0008005	U.S. BANK-PARS ACCT#67460225	FEB 2021	1/1/2021	JAN 2021: PARS SUPPLMNTL RE	5,574.78
		Voucher:					
91271	1/12/2021	00004964	UNDERGROUND SERVICE ALER	DSB20196470	2/1/2021	RON BATES: PARS - EXCESS BE	160.00
		Voucher:					
91272	1/12/2021	00004975	US ARMOR	30777	2/1/2021	M.MOSTAKHAMI: PARS - EXCES	680.00
		Voucher:					
91273	1/12/2021	00003928	US BANK TRUST N.A.	788757000-JAN 21	2/1/2021	KEN LOUIE: PARS - EXCESS BEN	550.00
		Voucher:					
91274	1/12/2021	0012717	VELOCITY ORTHOPEDICS	2901	12/1/2020	REGULATORY COSTS FOR BILL/	154.27
		Voucher:					
91275	1/12/2021	00001848	VERIZON WIRELESS	9865586546	12/1/2020	DIGALERT TICKET CHARGES - 3	529.75
		Voucher:					
91276	1/12/2021	0011599	VITAL MEDICAL SERVICES, LLC	3026	12/9/2020	VEST- ENFORCER CONCEALABI	545.88
		Voucher:					
91277	1/12/2021	0011064	W.A. RASIC CONSTRUCTION, CO	342827	12/9/2020	VEST- ENFORCER CONCEALABI	545.86
		Voucher:					
					10/9/2020	10/2/20: AS-NEEDED REPAIRS FC	9,922.18
					10/23/2020	BILLING PRD- 09/24/20-10/23/20	8,103.00
					11/23/2020	BILLING PRD- 10/24/20-11/23/20	8,362.67
					9/30/2020	OCT 2020 PD- MEDICAL SERVI	9,843.00
					12/14/2020	INVENTORY PO/N95 MASK	14,039.93
					12/14/2020	INVENTORY PO/N95 MASK	14,039.93

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91278	1/12/2021	00004423	WALTERS WHOLESALE ELECTRIC S11694454.001	11/23/2020	MATERIAL FOR STREET LIGHT R	159.86	
			Voucher: S116922934.001	11/23/2020	STREET LIGHT CIRCUIT REPAIR:	1,460.47	1,620.33
91279	1/12/2021	00002593	WAXIE'S SANITARY SUPPLY 79594485	11/4/2020	INVENTORY PO/PURELL HAND :	240.12	
			Voucher: 79563772	10/22/2020	BACKPACK ELECTROSTATIC DIS	5,357.09	5,597.21
91280	1/12/2021	0010476	WECK LABORATORIES INC	12/7/2020	WATER QUALITY SAMPLING	100.00	
			Voucher:	12/8/2020	WATER QUALITY SAMPLING	15.00	
				11/30/2020	WATER QUALITY SAMPLING	115.00	
				10/15/2020	WATER QUALITY SAMPLING	115.00	
				12/8/2020	WATER QUALITY SAMPLING	190.00	
				11/30/2020	WATER QUALITY SAMPLING	70.00	
				10/22/2020	WATER SAMPLES	150.00	755.00
91281	1/12/2021	00000032	WEST COAST MAILERS	12/9/2020	CSG BILLS CYCLES 1 & 2 JOB# 1	2,123.31	2,123.31
			Voucher:				
91282	1/12/2021	00000032	WEST COAST MAILERS	12/10/2020	CSG LATE NOTICES CYCLES 5 &	352.36	
			Voucher:	12/10/2020	CSG BILLS CYCLE 10 JOB# 12-1	164.50	
				12/10/2020	CSG BILLS CYCLES 7 & 8 JOB#	1,580.24	
				12/10/2020	CSG LATE NOTICES CYCLES 3 &	304.23	
				12/10/2020	CSG BILLS CYCLES 5 & 6 JOB# 1	1,802.31	
				12/10/2020	CSG BILLS CYCLES 3 &	1,706.36	
91283	1/12/2021	00000062	ZIEGLER'S HARDWARE & SUPPLY 10153	12/10/2020	CSG LATE NOTICE CYCLES 1 &	372.67	6,282.67
			Voucher:	11/7/2020	TUBING CUTTER	18.73	
				12/7/2020	WATER SUPPLIES FOR UPGRAD	59.47	
				12/1/2020	WATER SUPPLIES	33.06	
				11/6/2020	MATERIAL FOR PD JANITORIAL :	31.47	142.73
Sub total for BANK OF THE WEST:						1,209,188.69	

108 checks in this report.

Grand Total All Checks: 1,209,188.69

1/12/2021 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021

PART IV

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01/05/2021 2:49:49PM

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
2003	12/15/2020	00002370	INTERNAL REVENUE SERVICE Ben279743	12/15/2020	MEDICARE: PAYMENT	12,191.19	12,191.19
		Voucher:					
2004	12/15/2020	00001186	EMPLOYMENT DEVELOPMENT DBen279745	12/15/2020	SDI: PAYMENT	3,639.26	3,639.26
		Voucher:					
2005	12/15/2020	00002370	INTERNAL REVENUE SERVICE Ben279747	12/15/2020	FEDERAL WITHHOLDING TAX: P/	7,002.39	7,002.39
		Voucher:					
2006	12/15/2020	00001186	EMPLOYMENT DEVELOPMENT DBen279749	12/15/2020	STATE WITHHOLDING TAX: PAYM	2,100.72	2,100.72
		Voucher:					
2007	12/24/2020	00000004	NATIONWIDE RETIREMENT SOLLBen279827	12/24/2020	DEF COMP NATIONWIDE: PAYME	50,406.64	50,406.64
		Voucher:					
2008	12/24/2020	00004836	SEIU LOCAL 721 CTW CLC-23900Ben279829	12/24/2020	SEIU DUES: PAYMENT	3,206.39	3,206.39
		Voucher:					
2009	12/24/2020	00000343	PUBLIC EMPLOYEES RETIREMENTBen279831	12/24/2020	PERS RETIREMENT: PAYMENT	230,289.80	230,289.80
		Voucher:					
2010	12/24/2020	00001186	EMPLOYMENT DEVELOPMENT DBen279833	12/24/2020	SDI: PAYMENT	57,890.40	57,890.40
		Voucher:					
2011	12/24/2020	00002370	INTERNAL REVENUE SERVICE Ben279835	12/24/2020	MEDICARE: PAYMENT	173,928.79	173,928.79
		Voucher:					
2012	12/24/2020	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen279837	12/24/2020	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher:					
2013	12/24/2020	00004988	CHILD SUPPORT ON-LINE, STATEBen279839	12/24/2020	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
		Voucher:					

Sub total for BANK OF THE WEST: 542,890.12

11 wires in this report.

Grand Total All Wires: 542,890.12

**1/12/2021 WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 1/12/2021**

TOTAL PART I - PAYROLL-RELATED CHECKS	598.76
TOTAL PART II - PREPAID CHECKS (12/23/2020)	485,706.38
TOTAL PART III - ACCOUNTS PAYABLE CHECKS	1,209,188.69
TOTAL PART IV - PAYROLL-RELATED WIRE TRANSFERS	542,890.12
	<hr/>
SUB - TOTAL	2,238,383.95
LESS: VOIDS	0.00
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(372,977.14)
	<hr/>
GRAND TOTAL	1,865,406.81

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

Warrant Number **91168** to Warrant Number **91283** inclusive, plus Wire Transfers, totaling **\$1,865,406.81** as listed on the accompanying Accounts Payable Warrant Register of **January 12, 2021** are approved as presented, with the exception of the following voided and replacement warrants:

Check	Vendor	Check Date	Amount	Reason for Void
	GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS		0.00	

CITY AUDITOR

CITY MANAGER

Jackie Arnold

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **January 12, 2021** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, as approved.

RECEIVED
12/22/2020 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021 PART I

apChkLst 12/09/2020 7:42:28AM Final Check List CITY OF SOUTH GATE
 JAN 6 2021 4:10 pm
 Page: 1

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91019	12/9/2020	0012868 COMPATIOR, INC	1	12/9/2020	PAYMENT FOR RENT, INSURANC	9,171.82	9,171.82
91020	12/9/2020	0008506 MUNITEMPS	129826	9/4/2020	W/E 8/30/20: PW PROJECT MANF	4,000.00	
		Voucher:	129856	10/16/2020	W/E 10/11/20: PW PROJECT MAN	4,000.00	
		Voucher:	129865	10/30/2020	W/E 10/25/20: PW PROJECT MAN	4,000.00	
			129874	11/13/2020	W/E 11/8/20: PW PROJECT MANA	4,000.00	
91021	12/9/2020	00004865 SO CALIF EDISON	129847	10/2/2020	W/E 9/22/20: PW PROJECT MANF	4,000.00	20,000.00
		Voucher:	11/20/2020	11/20/2020	BILLING PRD: NOV 2020	19,968.01	19,968.01

Sub total for BANK OF THE WEST: 49,139.83

3 checks in this report.

Grand Total All Checks: 49,139.83

12/22/2020 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021

PART II

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12/09/2020 10:26:11AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91022	12/10/2020	00000437 AFLAC Voucher:	Ben279184	12/10/2020	AMERICAN FAMILY LIFE INS.: PA	635.82	635.82
91023	12/10/2020	00002417 AMERICAN FIDELITY ASSURANC Voucher:	Ben279178	12/10/2020	AMERICAN FIDELITY (ABT): PAY	300.16	300.16
91024	12/10/2020	0011469 CALIFORNIA DENTAL NETWORK, Voucher:	Ben279174	12/10/2020	CALIFORNIA DENTAL NETWORK	2,918.36	2,918.36
91025	12/10/2020	0012107 CALIFORNIA STATE DISBURSEM Voucher:	Ben279190	12/10/2020	CA STATE DISB. UNIT: PAYMENT	224.76	224.76
91026	12/10/2020	0011535 CDTFA Voucher:	Ben279186	12/10/2020	CA DEPT OF TAX & FEE ADMIN: F	386.68	386.68
91027	12/10/2020	00000438 COLONIAL INSURANCE CO. Voucher:	Ben279172	12/10/2020	COLONIAL INSURANCE CO: PAY	2,815.94	2,815.94
91028	12/10/2020	0009920 OCSE CLEARINGHOUSE SDU Voucher:	Ben279188	12/10/2020	GARNISHMENT - AR CHILD SUPP	324.00	324.00
91029	12/10/2020	00002421 POLICE MANAGEMENT ASSOCIA Voucher:	Ben279180	12/10/2020	POLICE MANAGEMENT ASSOC. I	2,250.00	2,250.00
91030	12/10/2020	00000335 POLICE OFFICERS ASSOCIATION Voucher:	Ben279182	12/10/2020	POLICE ASSOCIATION DUES: PA	5,000.00	5,000.00
91031	12/10/2020	0011466 PRINCIPAL LIFE INSURANCE CO. Voucher:	Ben279166	12/10/2020	PRINCIPAL DENTAL PPO (MISC):	31,470.44	31,470.44
91032	12/10/2020	0011467 RELIANCE STANDARD Voucher:	Ben279168	12/10/2020	LONG TERM DISABILITY: PAYME	3,950.49	3,950.49
91033	12/10/2020	0011468 SUPERIOR VISION SERVICES, IN Voucher:	Ben279170	12/10/2020	SUPERIOR VISION MISC.: PAYME	4,010.87	4,010.87
91034	12/10/2020	00000334 UNITED WAY OF GREATER LOS Voucher:	Ben279176	12/10/2020	UNITED WAY: PAYMENT	34.33	34.33

Sub total for BANK OF THE WEST: 54,321.85

13 checks in this report.

Grand Total All Checks: 54,321.85

12/22/2020 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021

PART III

apChkLst
12/09/2020 10:49:37AM

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
91035	12/9/2020	0012846 PECKHAM & MCKENNEY, INC.	1	11/6/2020	CITY MANAGER EXECUTIVE SE/	8,666.67	8,666.67
1 check in this report.							
Sub total for BANK OF THE WEST:						8,666.67	8,666.67
Grand Total All Checks:						8,666.67	8,666.67

12/22/2020 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021

PART IV

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12/16/2020 6:03:59PM

Final Check List
CITY OF SOUTH GATE

Page: 5

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91036	12/22/2020	0012450 129 BUILDERS INC	000127	9/10/2020	PD JAIL INTERVIEW ROOM REMI	310.00	
		Voucher:	000118	8/20/2020	PD EMPLOYEE LOUNGE REMOD	26,200.00	
			000116	8/20/2020	PD JAIL INTERVIEW ROOM REMI	9,850.00	36,360.00
91037	12/22/2020	0012861 2017-1 IH BORROWER LP	Ref000279044	11/30/2020	UB REFUND CST #00063843 - 10:	177.92	177.92
		Voucher:	104242	11/19/2020	BATTERY FOR UNIT 624	76.20	
91038	12/22/2020	00003502 ABC BATTERY INC.	104241	11/19/2020	8- BATTERIES FOR UNIT 626, 81:	702.44	778.64
91039	12/22/2020	00003766 ABEL GLASS & SCREEN	31552	10/15/2020	MATERIAL FOR DOORS CITYWIC	314.21	314.21
		Voucher:					
91040	12/22/2020	00004280 ADAMSON POLICE PRODUCTS	INV340089	11/19/2020	DEF TEC DISTRACTION DEVICE	1,546.81	1,546.81
		Voucher:					
91041	12/22/2020	00003971 ADMININSURE INC.	13744	11/18/2020	DEC 2020 - WORK COMP CLAIM.	9,224.00	9,224.00
		Voucher:					
91042	12/22/2020	0011059 ALESHIRE & WYNDER, LLP, SUIT159682		12/1/2020	THRU 11/30/20 - PERSONNEL-LA	2,317.50	2,317.50
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91043	12/22/2020	00003399 ALVARADOSMITH Voucher:	351173	11/30/2020	THRU 11/30/20 COSG ET AL ADV	375.00	
			351180	11/30/2020	THUR 8/31/2020 RE: COSG REGA	4,427.50	
			351181	11/30/2020	THUR 11/30/20 RE: COSG ADV RC	824.50	
			351182	11/30/2020	THRU 11/30/20 - EMPLOYMENT N	275.00	
			351174	11/30/2020	THRU 11/30/2020 RE: COSG ADV	3,499.50	
			351160	11/30/2020	THRU 11/30/20 - TUESDAYS, AGE	4,545.00	
			351161	11/30/2020	THRU 11/30/20 - TUESDAYS, AGE	14,650.00	
			351163	11/30/2020	THRU 11/30/20 RE: COSG ADV JA	7,897.50	
			351164	11/30/2020	THRU:11/30/20 RE: COSG ADV AR	290.00	
			351165	11/30/2020	THRU:11/30/20 RE: COSG ADV LU	402.35	
			351166	11/30/2020	THRU 11/30/20 RE: COSG - LUCIL	475.00	
			351167	11/30/2020	THRU 11/30/20 - COSG ADV ALBE	350.00	
			351168	11/30/2020	THRU 11/30/20 - COSG ADV ALBE	222.10	
			351175	11/30/2020	THRU 11/30/2020 RE: COSG ADV	7,743.72	
			351176	11/30/2020	THRU 11/30/2020 RE: COSG ADV	138.15	
			351169	11/30/2020	THRU 11/30/2020 RE: COSG ADV	7,395.20	
			351183	11/30/2020	THRU 11/30/2020 RE: COSG ADV	3,837.50	
			351171	11/30/2020	THRU 11/30/2020 RE: COSG ADV	7,525.00	
			351172	11/30/2020	THRU 11/30/2020 RE: COSG ADV SI	1,250.00	
			351177	11/30/2020	THRU 11/30/2020 RE: COSG ET A	350.00	
			351178	11/30/2020	THRU 11/30/2020 RE: COSG, ET /	10,964.56	
91044	12/22/2020	00004309 AMERIFLEX Voucher:	351179	11/30/2020	THUR 11/30/20 COMMUNITY DEV	3,657.50	81,095.08
			INV372754	12/7/2020	DEC 2020: FSA ADMIN FEE FOR :	189.00	189.00
91045	12/22/2020	0009798 ANIMAL FRIENDS PET HOTEL Voucher:	420070	10/8/2020	SURGERY AND AFTERCARE FOF	4,208.25	4,208.25
91046	12/22/2020	0007290 APW KNOX-SEEMAN Voucher:	15903481	11/19/2020	BRAKE MASTER CYLINDER FOR	112.68	
			15906049	11/20/2020	LAMPS AND FILTERS FOR STOC	127.26	
			15903787	11/19/2020	RELAY FOR UNIT 159	10.86	
			15906053	11/20/2020	ELECTRICAL TOGGLE SWITCH	7.16	
91047	12/22/2020	0012470 ARMCO WASH INC Voucher:	15904040	11/19/2020	RELAY FOR UNIT 164	10.86	268.82
			166	11/3/2020	OCT 2020: CAR WASH SERVICE	640.00	640.00
91048	12/22/2020	0012830 ASSOCIATED TELECOM, INC Voucher:	16709	11/17/2020	NETWORK CABLING FOR CISCO	3,325.82	3,325.82

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91049	12/22/2020	00003529 AT&T Voucher:	248 134 3274	11/23/2020	BILLING PRD- 11/13/20 - 12/07/20	33.27	
			960-449-6558-11/2	11/1/2020	BILLING PRD- 11/01/20 - 11/30/20	234.25	
			248-134-3274-11/2	11/7/2020	BILLING PRD- 11/7/20 - 12/06/20	33.27	300.79
91050	12/22/2020	00005075 AT&T Voucher:	000015614258	11/13/2020	BP -10/13/20-11/12/20-BAN: 9391C	1,610.77	
			000015614256	11/13/2020	BP-10/13/20-11/12/20- BAN: 9391C	670.87	
			000015614261	11/13/2020	BP-10/13/20-11/12/20-BAN: 93910	112.18	
			000015614257	11/13/2020	BP-10/13/20-11/12/20 BAN: 93910:	1,548.28	
			000015614259	11/13/2020	BP-10/13/20-11/12/20 BAN: 93910:	2,574.01	
			000015614263	11/13/2020	BP- 10/13/20-11/12/2020 BAN: 939C	22.88	
			000015614260	11/13/2020	BP- 10/13/20-11/12/2020 BAN: 939C	17.32	
			000015541919	11/1/2020	BP- 10/01/20-10/31/2020 BAN: 939C	40.84	
			000015085514	7/1/2020	BP- 06/01/20-06/30/2020 BAN: 939C	1,416.27	
			000015117692	8/1/2020	BP- 07/01/20-07/31/2020 BAN: 939C	1,758.38	
91051	12/22/2020	00003692 AT&T MOBILITY Voucher:	000015545699	11/1/2020	BP- 10/01/20-10/31/2020 BAN: 939C	2,440.85	12,212.65
			875963643X1162	11/2/2020	BILLING PRD- OCT 2020 - MDCS	482.77	
91052	12/22/2020	0010585 AUTOZONE STORES, INC. Voucher:	287288333867X11	11/2/2020	BILLING PRD- OCT 2020 - MDCS	1,607.64	2,090.41
			5488211627	11/27/2020	TRANS. LOCAS FOR UNIT 304	14.34	
			5488204778	11/18/2020	WATER PUMP FOR UNIT 282	89.73	
			5488204686	11/18/2020	BATTERY FOR PARKS NEW TRAI	121.44	
			5488209851	11/24/2020	BRAKE MASTER CYLINDER FOR	94.25	319.76
91053	12/22/2020	0010615 BEARCOM Voucher:	5104874	11/2/2020	NOV 2020 BEARCOM ANNUAL SE	318.81	
			5104867	11/2/2020	NOV 2020 BEARCOM ANNUAL SE	323.48	
			5104877	11/2/2020	BEARCOM ANNUAL SERVICES F	2,270.06	2,912.35
91054	12/22/2020	0008396 BLUE DIAMOND MATERIALS Voucher:	2039855	10/24/2020	SOUTH GATE RECYCLE CENTEF	19.80	19.80
91055	12/22/2020	00002469 BOB BARKER COMPANY Voucher:	UT1000549234	11/18/2020	JAIL SUPPLIES - PERSONAL USE	218.67	
			UT1000548404	11/9/2020	JAIL SUPPLIES - DEODORANT C	100.62	319.29
91056	12/22/2020	0006239 CENTRAL FORD Voucher:	364557	11/23/2020	BRAKE PADS FOR UNIT 128	333.59	
			364656	11/25/2020	SPARK PLUGS FOR UNIT 195	34.00	367.59
91057	12/22/2020	0005839 CHAMPION CHRYSLER JEEP DOI616210 Voucher:		11/18/2020	BRAKE ROTORS AND PADS FOR	529.76	529.76
91058	12/22/2020	0011708 CLIENTFIRST TECHNOLOGY Voucher:	12061	11/30/2020	OFFICE 365 MIGRATION AND TR	1,400.00	
			12042	11/1/2020	NOV 2020 ASSISTANCE WITH RF	1,170.00	
			11996	10/31/2020	OCT 2020 IT PROJECT MANAGEI	5,570.00	8,140.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91059	12/22/2020	0011922	CONCENTRA MEDICAL CENTERS69488321	11/18/2020	LAX VERNON SOTO-POLICE EX/	306.50	
		Voucher:	69550751	11/24/2020	LAX VERNON SOTO-POLICE EX/	757.00	
			69488418	10/30/2020	10/30/2020-LAX COMMERCE-PD	83.00	
			69731213	12/8/2020	LAX VERNON SOTO- DOT RECEI	214.50	
91060	12/22/2020	00005110	COUNTY OF L.A. DEPT OF PW	11/24/2020	LAX VERNON SOTO-POLICE EX/	443.00	1,804.00
		Voucher:	RE-PW-201013021	10/13/2020	THRU SEP 2020: TS MAINT DDG	313.11	313.11
91061	12/22/2020	00000612	CSI FORENSIC SUPPLY	12/7/2020	SUPPLIES FOR PROPERTY ROO	481.73	481.73
91062	12/22/2020	00000314	DAPEER ROSENBLIT & LITVAK LI17992	10/30/2020	OCT 2020 - (ANINAL CONTROL/P	1,669.80	1,669.80
91063	12/22/2020	00001519	DEPT OF INDUSTRIAL RELATION OSIP	12/7/2020	7/1/20-6/30/21 SELF INSURANCE	18,386.28	18,386.28
91064	12/22/2020	0011013	DIAMOND TRAFFIC PRODUCTS 0030525-IN	12/7/2020	TRAFFIC TALLY (TT-02 HL) 2 HIGI	422.88	422.88
91065	12/22/2020	0012548	DRAPEAU ENTERPRISE LLC, NA11120-008	11/16/2020	CRANE TRAINING	11,600.00	11,600.00
91066	12/22/2020	00004013	ELITE OPTICAL CO.	12/1/2020	SAFETY GLASSES FOR JUAN GC	310.65	310.65
91067	12/22/2020	0009411	ENGINEERING RESOURCES OF 54549	11/4/2020	THRU OCT 2020: PROFESSIONA	24,896.18	24,896.18
91068	12/22/2020	0010017	ENTERPRISE FM TRUST	10/9/2020	LEASE BUYOUT FOR 2016 DODC	3,975.51	
		Voucher:	TOYOTA 2017	10/9/2020	LEASE BUYOUT FOR 2017 TOYO	3,770.46	
			EXPLORER 2016	10/9/2020	LEASE BUYOUT FOR 2016 FORC	6,703.19	
			11/18/2020	10/9/2020	LEASE BUYOUT FOR 2015 TOYO	400.04	
			FBN4071684	11/4/2020	NOV 2020 PD-LEASED VEHICLE	2,200.17	
			FBN4081789	11/4/2020	NOV 2020 PD- LEASED VEHICLE	1,488.03	
			FBN4081718	11/4/2020	NOV 2020 PD LEASED VEHICLE-	1,005.22	
			29186	11/18/2020	REGULAR UNLEADED FUEL & TF	3,441.96	19,542.62
91069	12/22/2020	00000619	FALCON FUELS, INC.	11/18/2020	REGULAR UNLEADED FUEL & TF	3,441.96	3,441.96
91070	12/22/2020	00002026	FEDERAL EXPRESS CORPORATI7-202-51778	12/4/2020	FEDEX STANDARD OVERNIGHT	22.66	
		Voucher:	7-173-88056	11/6/2020	FEDEX EXPRESS SERVICES	6.71	
			7-174-16516	11/6/2020	FEDEX PRIORITY OVERNIGHT	27.17	
			7-181-15586	11/13/2020	FEDEX PRIORITY OVERNIGHT	14.51	71.05

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91071	12/22/2020	0005869	FERGUSON WATERWORKS 0739498	11/17/2020	INVENTORY PO/WATER PARTS	2,200.95	2,200.95
	Voucher:						
91072	12/22/2020	00003770	FLEMING ENVIRONMENTAL INC. 16794	11/16/2020	MONTHLY INSPECTION AND OTH	2,589.00	2,589.00
	Voucher:						
91073	12/22/2020	0008331	FORENSIC NURSE RESPONSE T111-06-2020	12/1/2020	NOVEMBER 2020 SART EXAMS F	3,180.00	3,180.00
	Voucher:						
91074	12/22/2020	0010237	FRONTIER COMMUNICATIONS 209-057-1084 12/2	12/1/2020	BILLING - 12/01/20-12/31/20	54.58	
	Voucher:						
91075	12/22/2020	00004934	GAS COMPANY 209-057-1084 11/2	11/25/2020	BILLING - 11/01/20-11/30/20	54.23	108.81
	Voucher:						
91076	12/22/2020	00004869	GOLDEN STATE WATER COMPAN63744100007 12/2	11/23/2020	BILLING PRD- 10/19/20 - 11/19/20	21.18	
	Voucher:						
	113-798-0362 7 11 11/4/2020 BILLING PRD- 11/01/20 - 12/01/20						
	73744100006 12/2 12/3/2020 BILLING PRD- 11/03/20 - 12/02/20						
	29007447310 12/2 12/14/2020 BILLING PRD- 11/03/20 - 12/02/20						
	32809400008 12/2 12/4/2020 BILLING PRD- 11/04/20 - 12/03/20						
	33744100000 12/2 12/16/2020 BILLING PRD- 11/03/20 - 12/02/20						
	53744100008 12/2 12/3/2020 BILLING PRD- 11/03/20 - 12/02/20						
	2020-32466 11/24/2020 BILLING PRD- 11/03/20 - 12/02/20						
91077	12/22/2020	0008109	GOODIE'S UNIFORM 2020-32438	11/23/2020	UNIFORM AND ACCESSORIES FI	732.15	1,184.77
	Voucher:						
	2020-31801 11/23/2020 UNIFORM AND ACCESSORIES FI						
	2020-32096 11/4/2020 UNIFORM AND ACCESSORIES FI						
	2020-32444 11/18/2020 EQUIPMENT FOR NEW HIRES- S						
	2020-31922 11/23/2020 EQUIPMENT FOR NEW HIRES, V						
	2020-31950 11/11/2020 EQUIPMENT FOR NEW HIRES (F						
	9708507380 11/11/2020 UNIFORM AND ACCESSORIES FI						
91078	12/22/2020	00002890	GRAINGER 2020-31950	11/11/2020	UNIFORM AND ACCESSORIES FI	827.85	6,070.17
	Voucher:						
91079	12/22/2020	00000534	GRANDE VISTA STEEL 166043	10/13/2020	MATERIAL FOR GARFIELD & RIO	122.68	122.68
	Voucher:						
91080	12/22/2020	00002524	GREEN'S CLEANERS 531431	11/30/2020	NOVEMBER 2020 JAIL CLEANING	1,000.80	1,000.80
	Voucher:						

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91081	12/22/2020	0011526 HASA, INC.	720528	11/5/2020	MULTI-CHLOR	373.75	
		Voucher:	720768	12/7/2020	MULTI-CHLOR	442.27	
			720527	11/5/2020	MULTI-CHLOR	218.02	
			720766	11/6/2020	MULTI-CHLOR	380.20	
			720765	11/6/2020	MULTI-CHLOR	342.60	
			720530	11/5/2020	MULTI-CHLOR	249.17	
			720767	11/6/2020	MULTI-CHLOR	336.37	
			720531	11/5/2020	MULTI-CHLOR	373.75	2,716.13

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91082	12/22/2020	00000268	HOME DEPOT CREDIT SERVICES8372638	10/26/2020	CHOP SAW FOR WELD SHOP	252.99	
		Voucher:	10/08/2020	10/8/2020	PAINT FOR OFFICE IN POOL ARE	673.33	
			5974961	6/1/2020	LUMBER FOR BOARDING UP BU	3,776.52	
			7372613	10/17/2020	PAINT FOR POOL OFFICE AREA,	201.93	
			1351227	10/13/2020	FABRICATE TISSUE HOLDERS F	342.22	
			3372624	10/21/2020	SUPPLIES FOR JOB AT CITY HAL	162.14	
			6360207	12/7/2020	CLEANING SUPPLIES	65.20	
			8372784	11/25/2020	GROUNDS MAINTENANCE SUPP	375.36	
			4372527	9/30/2020	LUMBER WAS PURCHASED FOR	79.13	
			351081	8/5/2020	COMPRESSOR, INVERTER	295.85	
			6372557	10/8/2020	PAINT FOR GOODWILL STORE R	130.20	
			1340763	10/13/2020	INSTALL METAL ADDRESS NUME	7.44	
			9372599	10/15/2020	TRANSFER STATION FENCE REF	301.29	
			1372628	10/23/2020	INSTALL NEW CIRCUITS IN RADI	330.48	
			7360138	11/6/2020	TOOLS FOR GRINDER TRAILER	309.24	
			7360139	11/6/2020	ANTI VIBRATION GLOVES FOR C	140.58	
			0372631	10/24/2020	PAINT OFFICE AT POOL	116.52	
			5372652	10/29/2020	PAINT OFFICE AREA AT POOL	123.32	
			8360124	10/26/2020	SUPPLIES FOR FOUNTAINS. NEI	54.95	
			7360112	10/17/2020	MONITOR BRACKET AT PD DISP	76.97	
			8372637	10/26/2020	BLADES FOR CHOP SAW	259.84	
			3351299	10/31/2020	PAINT SPRAYER FOR CABINETS	190.25	
			9372677	11/4/2020	EXT PAINT	76.56	
			7360136	11/6/2020	PAINT LOCKER ROOMS AND REI	84.57	
			0372666	11/3/2020	POOL TEST KIT	15.38	
			0360133	11/3/2020	SUPPLIES FOR STANDBY VAN	332.46	
			4351309	11/9/2020	CANOPIES TO INSTALL IN FRON	727.65	
			3351311	11/10/2020	MATERIALS TO INSTALL CANOPI	21.90	
			9340787	11/14/2020	PAINT SUPPLIES FOR THE POOL	86.25	
			5372737	11/18/2020	PAINT FOR GRAFFITI AT HOLLYC	98.97	
			4340802	11/19/2020	MATERIALS FOR THE NEW VAUL	86.19	
			3351326	11/20/2020	DRILL REPLACEMENT	438.90	
			4372823	12/9/2020	FACILITY MAINT. - REPLACEMEN	384.16	10,618.74
91083	12/22/2020	00000647	HONEYWELL INTERNATIONAL IN:5253262738	10/6/2020	REPLACE BURNT OUT INDOOR I	2,029.11	
		Voucher:	5253691150	11/25/2020	3RD YR OF 3 YR ANNUAL MAINT	8,540.00	10,569.11

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91084	12/22/2020	0006934 Voucher:	INSIGHT PUBLIC SECTOR,INC 1100775012	10/5/2020	ADOBE APPS ANNUAL RENEWAL	10,251.96	10,251.96
91085	12/22/2020	00003065 Voucher:	J.G. TUCKER & SON INC. 14628	11/30/2020	INVENTORY PO/ MARKETING PA	981.34	981.34
91086	12/22/2020	0005586 Voucher:	JOE A. GONSALVES & SONS 158645	11/11/2020	DEC 2020 LEGISLATIVE ADVOCA	2,500.00	
91087	12/22/2020	00005175 Voucher:	LA COUNTY METROPOLITAN 105986	10/14/2020	NOV 2020 LEGISLATIVE ADVOCA	2,500.00	5,000.00
91088	12/22/2020	0006905 Voucher:	LA COUNTY SHERIFF'S DEPARTM 210664BL	11/1/2020	OCT 2020: TAP BUS PASSES	100.00	100.00
91089	12/22/2020	0012590 Voucher:	LA TRUCK & AUTO INC, NAPA AU 5156-174704	11/13/2020	OCTOBER 2020 FOOD FOR THE	754.00	754.00
91090	12/22/2020	00002870 Voucher:	LAW OFFICES OF JONES & MAYE 100724	11/23/2020	OIL FILTER FOR UNIT 430	5.80	
91091	12/22/2020	0005310 Voucher:	LEXIPOL LLC INV7365	11/19/2020	CARBURETOR KIT FOR UNIT 80E	69.45	75.25
91092	12/22/2020	0010477 Voucher:	MACS 14 23249	11/30/2020	THRU 11/30/20- PITCHESS MOTIK	800.00	800.00
91093	12/22/2020	00004060 Voucher:	MCMaster-CARR SUPPLY CO 47860843	12/14/2020	RENEWAL OF LEXIPOL ANNUAL	4,867.00	4,867.00
91094	12/22/2020	0008734 Voucher:	METRO EXPRESSLANES 1202020649411	11/28/2020	SMOG INSPECTION- UNIT 291	70.00	
91095	12/22/2020	00003815 Voucher:	MICHELSON LABORATORIES, INC 0592334	11/28/2020	SMOG INSPECTION- UNIT 714	60.00	
91096	12/22/2020	00000447 Voucher:	MISC - BLDG PERMITS 238555	11/21/2020	SMOG INSPECTION- UNIT 656	60.00	190.00
91097	12/22/2020	00000170 Voucher:	MISC - PKS & REC REFUND 232629	10/28/2020	NEW ROLLERS FOR WELD SHOI	67.14	
				10/22/2020	WATER SUPPLIES	394.77	
				10/19/2020	CAST WIRE ROPE FOR GENERA	531.59	
				10/15/2020	GRAFFITI FILM SUPPLIES	56.07	
				10/13/2020	WEATHER RESISTANT COATED '	52.56	
				10/21/2020	REPLACE FLAG POLE CABLE AT	243.30	
				10/15/2020	CIRCULATION PUMP FOR PUBLI	373.73	1,719.16
				12/2/2020	TOLL CHARGES	4.30	
				12/4/2020	TOLL CHARGES	4.30	
				12/2/2020	TOLL CHARGES	4.30	12.90
				11/19/2020	OCTOBER 2020-MONTHLY BILLI	1,163.75	
				11/19/2020	MONTHLY BILLING - HETEROTR	1,067.50	2,231.25
				12/3/2020	WWRP REFUNDABLE RECYCLIN	717.57	717.57
				12/2/2020	232629-REFUND OF CLASS DUE	115.00	115.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91098	12/22/2020	00003458 MISC - PUBLIC WORKS Voucher:	10252 SAN GABR	10/5/2020	REFUND PLAN CHECK FEE - 102	237.00	237.00
91099	12/22/2020	00004335 MOTOROLA SOLUTIONS, INC Voucher:	8230300407	11/18/2020	RENEWAL CRIMEREPORTS.COM	3,000.00	3,000.00
91100	12/22/2020	0009426 MV CHENG & ASSOCIATES, INC. Voucher:	11/30/2020A 10/31/2020	12/9/2020	NOV 2020 ACCOUNTING SERVIC	275.00	
91101	12/22/2020	0011779 NACHO AUTOMOTIVE REPAIR, IN29167 Voucher:	29167	10/31/2020	OCT 2020 ACCOUNTING SERVIC	4,492.74	4,767.74
91102	12/22/2020	0009990 NATURE'S SELECT PET FOOD Voucher:	29169 3878	11/21/2020	SMOG INSPECTION- UNIT 804	35.00	
				11/21/2020	SMOG INSPECTION- UNIT 816	35.00	70.00
				11/12/2020	DOG FOOD MENDEZ/MAIKO (11/1	94.81	94.81
91103	12/22/2020	0012860 NAVA, DEISY Voucher:	Ref000279043	11/30/2020	UB REFUND CST #00063779 - 10-	49.41	49.41
91104	12/22/2020	0012202 NUMA NETWORKS Voucher:	27681 27901	11/2/2020	YEAR2 - OFFSITE BACKUPS	2,000.00	
				12/1/2020	DEC 2020: YEAR2 - OFFSITE BAC	2,000.00	4,000.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91106	12/22/2020	00001414 OFFICE DEPOT	2453382411	12/1/2020	FAX MACHINE & FAX TONER FOI	302.48	
		Voucher:	136559446001	11/22/2020	OFFICE SUPPLIES	44.09	
			133312262001	11/3/2020	OFFICE SUPPLIES	92.72	
			133480112001	11/3/2020	OFFICE SUPPLIES	48.27	
			134142652001	11/3/2020	OFFICE SUPPLIES	373.74	
			134157246001	11/3/2020	OFFICE SUPPLIES	36.37	
			134158018001	11/3/2020	OFFICE SUPPLIES	72.52	
			135404024001	11/3/2020	OFFICE SUPPLIES	149.97	
			133233916001	11/4/2020	OFFICE SUPPLIES	91.50	
			135480992001	11/4/2020	OFFICE SUPPLIES	697.40	
			134184106001	11/5/2020	OFFICE SUPPLIES	100.69	
			134441783001	11/5/2020	OFFICE SUPPLIES	81.33	
			134444327001	11/5/2020	OFFICE SUPPLIES	373.74	
			135143142001	11/5/2020	OFFICE SUPPLIES	466.09	
			135143842001	11/5/2020	OFFICE SUPPLIES	135.49	
			135489736001	11/5/2020	OFFICE SUPPLIES	91.74	
			135648284001	11/5/2020	OFFICE SUPPLIES	70.59	
			135955266001	11/5/2020	OFFICE SUPPLIES	82.05	
			133480112002	11/6/2020	OFFICE SUPPLIES	5.13	
			134190552001	11/6/2020	OFFICE SUPPLIES	34.17	
			135143844001	11/6/2020	OFFICE SUPPLIES	26.98	
			135964301001	11/6/2020	OFFICE SUPPLIES	11.87	
			134285886001	11/2/2020	DESK FOR AQUATICS OFFICE	628.41	
			134673119001	11/10/2020	OFFICE SUPPLIES	194.72	
			135827848001	11/10/2020	OFFICE SUPPLIES	41.88	
			135871372001	11/10/2020	OFFICE SUPPLIES	383.25	
			135932301001	11/10/2020	OFFICE SUPPLIES	499.76	
			135932302001	11/10/2020	OFFICE SUPPLIES	141.68	
			515601167001	11/10/2020	OFFICE SUPPLIES	1,089.64	
			135829324001	11/11/2020	OFFICE SUPPLIES	793.77	
			134696977001	11/12/2020	OFFICE SUPPLIES	56.92	
			135518578001	11/12/2020	OFFICE SUPPLIES	38.58	
			136112294001	11/12/2020	OFFICE SUPPLIES	165.26	
			136728166001	11/12/2020	OFFICE SUPPLIES	651.96	
			138627798001		CREDIT FOR RETURNED PART, I	-58.18	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			134339099001		CREDIT FOR RETURNED PART, I	-628.41	
			134469180001		CREDIT FOR RETURNED PART, I	-118.92	
			137371796001		CREDIT FOR RETURNED PART, I	-156.43	
			137358103001	11/18/2020	OFFICE SUPPLIES	512.43	
			137372051001	11/18/2020	OFFICE SUPPLIES	222.55	
			135500866001	11/19/2020	OFFICE SUPPLIES	41.87	
			135521097001	11/19/2020	OFFICE SUPPLIES	34.16	
			136569162001	11/19/2020	OFFICE SUPPLIES	25.34	
			138152334001	11/19/2020	OFFICE SUPPLIES	766.17	
			138634461001	11/19/2020	OFFICE SUPPLIES	58.18	
			138718515001	11/19/2020	OFFICE SUPPLIES	52.91	
			138718569001	11/19/2020	OFFICE SUPPLIES	93.70	
			133480112003	11/20/2020	OFFICE SUPPLIES	6.48	
			136569164001	11/20/2020	OFFICE SUPPLIES	6.60	
			134147586001	11/3/2020	OFFICE SUPPLIES	29.73	8,962.94
91107	12/22/2020	0007984	O'REILLY AUTO PARTS	11/18/2020	BRAKE MASTER CYLINDER FOR	82.11	
			Voucher:	11/19/2020	BRAKE MASTER CYLINDER FOR	73.64	
			3063-378759	12/1/2020	REPLACEMENT PARTS - MOWEF	723.20	
			3063-380585	11/25/2020	BRAKE CLEANERS, ANTIFREEZE	252.03	
			3063-379649	11/20/2020	PS AND TRANS FLUID FOR UNIT	50.68	
			3063-378890	11/21/2020	BRAKE PEDAL AND TIRE CONDI	16.45	
			3063-378939	11/24/2020	THERMOSTAT AND COOLANT HC	118.67	
			3063-379517	11/19/2020	POWER STEERING HOSE FOR L	43.79	
			3063-378671	11/20/2020	POWER STEERING HOSES FOR	50.45	1,411.02
			3063-378837	10/29/2020	DESIGN SERVICES FOR THE PO	7,055.75	7,055.75
			PACIFIC ARCHITECTURE AND EN10091-02				
91108	12/22/2020	0012753		12/4/2020	TRAINING-POST MANAGEMENT	818.28	
			Voucher:	12/4/2020	TRAINING-POST MANAGEMENT	821.28	1,639.56
91109	12/22/2020	00003935	PD: GARCIA, EVELYN	12/8/2020	CITY MANAGER EXECUTIVE SE/	8,666.67	8,666.67
			Voucher:				
91110	12/22/2020	0012846	PECKHAM & MCKENNEY, INC. 2	9/30/2020	WELDING SUPPLIES	19.49	
			Voucher:	10/9/2020	CLAMPS TO HOLD COVERS TO E	339.96	359.45
91111	12/22/2020	00000488	PRAXAIR DISTRIBUTION, INC.	11/4/2020	PRINTS: TWEEDY SIGNAL CABIN	132.30	
			Voucher:	7/30/2020	PRINTS: SGPD PARKING LOT EX	39.69	
91112	12/22/2020	0005368	PRINTCO DIRECT	9/22/2020	21 - 24" X 36" PRINTS BW	57.88	229.87
			Voucher:				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91113	12/22/2020	00000416 RAPID-O-PRINT Voucher:	21800	12/3/2020	STREET VENDOR & PREFERENT	716.63	716.63
91114	12/22/2020	00004773 RET: ALMANZA, JOSEPH A Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
91115	12/22/2020	0009815 RET: AMEY, ISAAC D Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91116	12/22/2020	0008275 RET: AROCHA, FRANCIS X. Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
91117	12/22/2020	00001840 RET: BLASKA, WILLIAM MIKE Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
91118	12/22/2020	00004776 RET: CARTER, LLOYD B Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
91119	12/22/2020	00000495 RET: CHAVEZ, ANTHONY A Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91120	12/22/2020	0006505 RET: CORBET, RONALD Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
91121	12/22/2020	00004777 RET: DAY, ROBERTA Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
91122	12/22/2020	0008746 RET: DELEON, RUBEN Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91123	12/22/2020	0006507 RET: FIGUEROA, GLORIA A. Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91124	12/22/2020	0011326 RET: GALVAN, RAY A. Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91125	12/22/2020	0006508 RET: GOMEZ, JOSEPH C. Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91126	12/22/2020	0006509 RET: HAMMOND, DONNA Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91127	12/22/2020	0008058 RET: INMAN, RONALD Voucher:	OCTOBER 2020-F	10/15/2020	RI LEFT# 303: RI CK# 237: OCTOB	1,148.20	2,296.40
91128	12/22/2020	0010881 RET: KOOPMANS, WILLIAM O. Voucher:	NOVEMBER 2020	11/7/2020	RI LEFT# 303: NOVEMBER 2020- F	1,148.20	150.00
91129	12/22/2020	0010410 RET: LEO, FRANK Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91130	12/22/2020	00003833 Voucher: RET: MOOMEY, STEVEN	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	518.00	518.00
91131	12/22/2020	00003798 Voucher: RET: RANGEL, ARMANDO	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91132	12/22/2020	0012837 Voucher: RET: RODRIGUEZ, ANNA	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91133	12/22/2020	00000458 Voucher: RET: SEWELL, ELAINE	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91134	12/22/2020	00000459 Voucher: RET: SEWELL, KENNETH R	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
91135	12/22/2020	00003959 Voucher: RET: WADE, RICHARD	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	245.78	245.78
91136	12/22/2020	00002735 Voucher: ROADLINE PRODUCTS, INC.	16054	10/1/2020	TRAINING ON WATER BLASTING	400.00	400.00
91137	12/22/2020	00004821 Voucher: S & J SUPPLY COMPANY, INC.	S100163806.002	11/12/2020	WATER SUPPLIES	952.48	1,641.97
91138	12/22/2020	0008369 Voucher: SAFETY-KLEEN SYSTEM, INC	S100163806.001 84792823	12/13/2020 11/19/2020	WATER SUPPLIES MOTOR OIL	689.49 1,275.93	1,275.93
91139	12/22/2020	0010999 Voucher: SAFNA ENGINEERING	10222	11/9/2020	OCT 2020 PROJECT MGMT SERI	23,205.00	23,205.00
91140	12/22/2020	0005808 Voucher: SCOTCH PAINT CORPORATION	3000	12/7/2020	INVENTORY PO/ PAINT	6,072.57	6,072.57
91141	12/22/2020	00004834 Voucher: SECURITY SIGNAL DEVICES SYSS-01036414		11/13/2020	SERVICE - REPAIR SMOKE DETE	398.00	398.00
91142	12/22/2020	00002616 Voucher: SHRED-IT US JV LLC	8180795841	10/31/2020	OCTOBER 2020 SHREDDING OF	80.24	160.48
91143	12/22/2020	00004857 Voucher: SMITH FASTENER COMPANY	8180984135 0029331	11/30/2020 10/13/2020	OCTOBER 2020 SHREDDING OF MATERIALS FOR UNIT 638 CRAD	80.24 89.32	89.32
91144	12/22/2020	0012098 Voucher: SO CAL COMPTON PIPE SUPPLY 1847	1818	11/19/2020	PJ COUPLING	239.26	357.78
91145	12/22/2020	00004181 Voucher: SOFTWARE SECURITY SOLUTIONS	1818 0029331	10/30/2020 9/30/2020	WATER SUPPLIES ESET SECURE BUSINESS ANTIV	118.52 3,953.07	3,953.07
91146	12/22/2020	00004906 Voucher: SWRCB FEES	WD-0177635 WD-0180936	11/24/2020 11/24/2020	71/20-6/30/20: INDEX 422509 - AI 71/20-630/21: INDEX #425810 - AI	15,269.00 2,811.00	18,080.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91147	12/22/2020	0012474	THE HOME DEPOT DEPOT PRO 4232463	10/20/2020	CORRUGATED STEEL PANELS T	2,289.76	2,289.76
		Voucher:					
91148	12/22/2020	0008153	TIME WARNER CABLE- 004467112720	11/27/2020	NOV 2020: ACCT# 8448 20 899 0C	284.40	
		Voucher:	0490384102720	10/27/2020	10/27/20-11/26/20: ACCT# 8448 3C	146.37	
			0439993112020	11/20/2020	11/20/20-12/19/20: ACCT# 844830	134.99	
			0879974112920	11/29/2020	11/29/2020-12/28/20 PD INTERNE	86.97	
			0879974102920	10/29/2020	10/29/2020-11/28/20 PD INTERNE	71.98	
91149	12/22/2020	0012020	TRIEPEI, SMITH AND ASSOCIATE 5639 0008335110120	11/1/2020	11/1/20-11/30/20 BILLING PRD- AC	161.26	885.97
		Voucher:		11/15/2020	11/15/20-12/15/20: MARKETING &	3,500.00	3,500.00
91150	12/22/2020	0012817	ULITLY COST MANAGEMENT LLC24750	11/13/2020	UTILITY AUDIT SERVICE - 42% S	1,597.33	1,597.33
		Voucher:					
91151	12/22/2020	00004964	UNDERGROUND SERVICE ALERTS20195837 1020200190	11/1/2020	BILLABLE TICKETS	154.27	
		Voucher:		11/1/2020	DIGALERT TICKET CHARGES	557.80	712.07
91152	12/22/2020	0012565	UNISAN PRODUCTS LLC 3118348	12/1/2020	INVENTORY PO/ DISINFECTANT	723.90	
		Voucher:		11/18/2020	INVENTORY PO/ DISINFECTANT	345.24	1,069.14
91153	12/22/2020	0011926	URM TECHNOLOGIES, INC. 0062631	11/30/2020	NOV 2020: C001982 DOCUMENT	34.20	
		Voucher:		11/30/2020	NOV 2020: C001982VACCNT DOC	28.50	
			0062632	11/30/2020	NOV 2020: C001982VAP DOCUME	47.34	
			0062634	11/30/2020	NOV 2020: C001982JAR DOCUMI	11.10	
			0062635	11/30/2020	NOV 2020: C001982... DOCUMEN	74.52	
			0062636	11/30/2020	NOV 2020 C001982PAYROLL DO	17.10	
			0062637	11/30/2020	NOV 2020: C001982PERS DOCU	45.60	258.36
91154	12/22/2020	00004975	US ARMOR 30464	11/17/2020	VEST- ENFORCER CONCEALABI	545.88	545.88
		Voucher:					
91155	12/22/2020	0011353	V & V MANUFACTURING, INC. 51170	11/10/2020	SOUTH GATE POLICE BADGE (1)	126.91	126.91
		Voucher:					
91156	12/22/2020	00000379	VERIZON BUSINESS 09186278	11/25/2020	BILLING -10/15/2020 -11/14/2020	40.00	
		Voucher:		11/10/2020	BILLING -10/01/2020 - 10/31~	83.82	123.82
91157	12/22/2020	00001848	VERIZON WIRELESS 9867745921	11/23/2020	BILLING PRD- 10/24/20-11/23/20-	114.03	
		Voucher:		11/21/2020	10/22/20-11/21/2020 BILLING PRC	2,965.16	3,079.19
91158	12/22/2020	00001848	VERIZON WIRELESS 9867543775	11/17/2020	IPADS FOR ELECTRICAL DVISIO	2,051.54	2,051.54
		Voucher:					
91159	12/22/2020	00003911	VERSATILE INFORMATION PROD11042020 11052020	11/4/2020	REPAIR ON PUMA5	48.59	
		Voucher:		11/5/2020	TEN PUMA DIGITAL RECORDER	3,928.15	3,976.74

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91160	12/22/2020	0011599	VITAL MEDICAL SERVICES, LLC 3027	9/30/2020	SEPTEMBER 2020 COVID TESTII	1,088.00	
		Voucher:	2909	7/31/2020	JULY 2020 COVID-19 TESTING N/	13,376.00	14,464.00
91161	12/22/2020	00002634	VULCAN MATERIALS COMPANY 72766737	11/9/2020	ENVIROMENTAL AGG & ASPHAL	250.21	
		Voucher:	72776070	11/18/2020	ENVIROMENTAL AGG & ASPHAL	859.99	
			72766738	11/9/2020	ENVIROMENTAL FEE AGG & ASP	191.34	1,301.54
91162	12/22/2020	00000028	WATER REPLENISHMENT DISTRI4590-OCT-2020	10/31/2020	OCT 2020 - ALPHA# 4590 GROUN	279,505.58	279,505.58
		Voucher:	79542139	10/14/2020	DOGGIE BAG REFILL	1,067.00	
		Voucher:	79522796	10/7/2020	REPLACEMENT POWER CORD F	80.18	
			79564134	10/22/2020	REPAIR PARTS FOR VERSA MAC	79.06	
			79545889	10/15/2020	REPAIR PARTS FOR VERSA MAC	46.44	
			79524351	10/7/2020	REPAIR PARTS FOR VERSA MAC	61.23	
			79570215	10/26/2020	DISINFECTANT SPRAY - COVID-1	51.18	1,385.09
91164	12/22/2020	0010476	WECK LABORATORIES INC	11/24/2020	SAMPLES	150.00	
		Voucher:	WOK1558-cosouth	11/16/2020	WATER SAMPLES	115.00	
			WOK0895-cosouth	11/12/2020	GENERAL PHYSICAL SAMPLES	15.00	
			WOK1660-cosouth	11/20/2020	SAMPLES	130.00	
			WOK1432-cosouth	11/20/2020	WATER SAMPLES	190.00	
			WOK1239-cosouth	11/18/2020	WATER SAMPLES	70.00	
			WOK1290-cosouth	11/18/2020	WATER SAMPLES	70.00	740.00
91165	12/22/2020	0012593	WESTAMERICA COMMUNICATIONS337870	9/21/2020	PRINTING OF DELTA/CENSUS PC	2,775.48	2,775.48
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91166	12/22/2020	00001280 WILLLDAN	00619015	4/2/2020	4/2/2020 AS NEEDED PROFESSI	265.00	
		Voucher:	00332445B	6/4/2020	THRU 5/29/20: AS NEEDED PROF	540.00	
			00332445AR-2	11/3/2020	THRU 5/29/2020 AS NEEDED PR	2,210.00	
			00332653R	11/3/2020	THRU 6/30/2020 AS NEEDED PR	6,890.00	
			00333056AR-2	11/3/2020	THRU 8/28/2020 AS NEEDED PR	1,300.00	
			00333206R	10/12/2020	THRU 10/2/2020 AS NEEDED PR	9,555.00	
			00333206R-2	10/12/2020	THRU 10/2/2020 AS NEEDED PR	3,575.00	
			00332263AR	11/3/2020	THRU 5/1/2020 AS NEEDED PRO	9,165.00	
			00619012	4/2/2020	THRU 2/28/2020: AS NEEDED PR	552.00	
			00332879B	8/11/2020	THRU 7/31/20: AS NEEDED PROF	2,682.50	
			00620018	10/22/2020	THRU 10/2/2020: AS NEEDED GR	2,377.75	
			00332263B	5/12/2020	THRU 5/12/20: AS NEEDED PROF	1,945.00	
			00333207	10/12/2020	THRU 10/12/2020 AS NEEDED PF	212.50	
			00332263AR-2	11/3/2020	THRU 5/1/2020 AS NEEDED PRO	1,235.00	
			00332445AR	11/3/2020	THRU 5/29/2020 AS NEEDED PR	8,190.00	
			000332653R-2	11/3/2020	THRU 6/30/2020 AS NEEDED PR	4,810.00	
			00333056AR	11/3/2020	THRU 8/28/2020 AS NEEDED PR	9,100.00	
			00332879AR	11/3/2020	THRU 7/30/2020 AS NEEDED PR	9,165.00	
			000332879AR-2	11/3/2020	THRU 7/30/2020 AS NEEDED PR	2,535.00	
			00332446	6/4/2020	THRU 5/29/20: AS NEEDED PROF	193.75	76,498.50

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91167	12/22/2020	00000062 ZIEGLER'S HARDWARE & SUPPLY	10137	11/4/2020	SUPPLIES FOR COURT HOUSE (138.64	
		Voucher:	10199	11/20/2020	SUPPLIES TO REPAIR THE MECH	26.39	
			10128	11/2/2020	WAX RING, SLOAN REPAIR	92.41	
			10159	11/9/2020	HARDWARE TO ANCHOR CANOF	40.99	
			10169	11/11/2020	MATERIALS TO CLEAN AND LUBI	58.30	
			10127	10/31/2020	FAUCET, KEYS	30.79	
			10179	11/14/20	SUPPLIES FOR BLDG MAINT	88.18	
			10208	11/21/2020	STREET DEPT- BRAIDER NYLON	39.65	
			10115	10/27/2020	ELECTRICAL DIV 4, KEYS FOR U	17.60	
			10190	11/17/2020	BUSHINGS, BRASS NIPPLES	17.17	
			10163	11/10/2020	SUPPLIES FOR TOILET REPAIRS	41.76	
			10158	11/9/2020	SNAKE, PLUNGER	9.90	
			10173	11/12/2020	WELDING SUPPLIES	34.09	
			10188	11/16/2020	RESTROOM KEY FOR SG PARK	34.09	
			10098	10/22/2020	PAINT FOR PARKS GATOR CANC	11.00	
			10087	10/16/2020	HOLLYDALE INDUSTRIAL PARK F	21.76	
			10079	10/14/2020	MANUFACTURE TOILET PAPER I	72.74	
			10085	10/15/2020	MANUFACTURE PAPER HOLDER	32.96	
			10073	10/13/2020	PAINT FOR NEWLY MANUFACTU	26.42	
			10112	10/27/2020	FOR PW YARD FLAG POLE, SPO	45.10	
			10124	10/30/2020	PAINT FOR HARDWARE ON CAB	34.71	
			10116	10/28/2020	PUSH BUTTON FOR DOOR #4 AT	7.71	
			10192	11/17/2020	SCREWDRIVER AND SPRAY PAI	17.62	
			10096	10/22/2020	BRASS ELBOW	20.94	
			10152	11/6/2020	BUCKET TOOL- STREET DEPT	16.53	977.45
Sub total for BANK OF THE WEST:						826,542.39	

131 checks in this report.

Grand Total All Checks: 826,542.39

Void Checks

Bank code: botw Bank code: efbtw
 Check # 91105 Date 12/22/2020 (none)

12/22/2020 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021

PART V

apChkLst
12/14/2020 4:01:40PM

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
1981	11/12/2020	00004708 PERS HEALTH PLAN	Ben278372	11/12/2020	DEC 2020 MEDICAL HMO ANTHE	397,427.18	397,427.18
		Voucher:					
1993	12/10/2020	00002370 INTERNAL REVENUE SERVICE	Ben279192	12/10/2020	MEDICARE: PAYMENT	160,387.91	160,387.91
		Voucher:					
1994	12/10/2020	00000343 PUBLIC EMPLOYEES RETIREMENT	Ben279194	12/10/2020	PERS RETIREMENT: PAYMENT	235,941.74	235,941.74
		Voucher:					
1995	12/10/2020	00001186 EMPLOYMENT DEVELOPMENT	DBen279196	12/10/2020	SDI: PAYMENT	54,303.44	54,303.44
		Voucher:					
1998	12/10/2020	00000004 NATIONWIDE RETIREMENT SOLL	Ben279198	12/10/2020	DEF COMP NATIONWIDE: PAYME	66,198.34	66,198.34
		Voucher:					
1999	12/10/2020	00004836 SEIU LOCAL 721 CTW CLC-23900	Ben279200	12/10/2020	SEIU DUJES: PAYMENT	3,247.38	3,247.38
		Voucher:					
2001	12/10/2020	00004996 SEIU-COPE LOCAL 721, LA/OC	CIBen279204	12/10/2020	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher:					
2002	12/10/2020	00004988 CHILD SUPPORT ON-LINE, STATE	Ben279206	12/10/2020	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
		Voucher:					

Sub total for BANK OF THE WEST: 919,740.53

8 wire transfers in this report.

Grand Total All Wire Transfers: 919,740.53

12/22/2020 WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021

PART VI

apChkLst
12/16/2020 6:03:59PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
347	12/22/2020	0012466 RET: ADAMS, PAUL L. Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,281.58	1,281.58
348	12/22/2020	0005570 RET: ALONZO, ANTHONY Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,127.81	1,127.81
349	12/22/2020	0005813 RET: AVILA, VINCENT Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
350	12/22/2020	00001265 RET: BRASSFIELD, CHARLES R Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
351	12/22/2020	0006324 RET: BURBACH, MAUREEN Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
352	12/22/2020	00000817 RET: CHRIST, DOUGLAS F Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
353	12/22/2020	00003408 RET: DAMRON, ROGER V Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
354	12/22/2020	00001776 RET: EADE, JOANN Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	200.00	200.00
355	12/22/2020	00003973 RET: EADS, KENNETH P. Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	948.67	948.67
356	12/22/2020	00003853 RET: FANNIN, ZONA Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
357	12/22/2020	0008820 RET: FERNANDEZ, CARLOS Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
358	12/22/2020	00004403 RET: FIELD, GARY Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
359	12/22/2020	00000605 RET: FORRESTER, BOB L Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
360	12/22/2020	0005355 RET: GALBREATH, RUSSELL Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
361	12/22/2020	0011186 RET: GAMBOA, OSCAR Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
362	12/22/2020	00000496 RET: GEORGE, RONALD P Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
363	12/22/2020	00003940 RET: GONZALEZ, HIRAM Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
364	12/22/2020	0006328 Voucher: RET: GUTIERREZ, MANUEL	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
365	12/22/2020	0006510 Voucher: RET: HERNANDEZ, MARIA	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
366	12/22/2020	0008059 Voucher: RET: HILL, GARY	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
367	12/22/2020	0006329 Voucher: RET: HOMSHER, HUGH	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
368	12/22/2020	00004784 Voucher: RET: HUNTRODS, RICHARD F	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	239.00	239.00
369	12/22/2020	0009521 Voucher: RET: HUPP, KEITH	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
370	12/22/2020	0008058 Voucher: RET: INMAN, RONALD	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
371	12/22/2020	00004785 Voucher: RET: IRISH, TERRY F	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
372	12/22/2020	0011110 Voucher: RET: JOHNSON, GERALD	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
373	12/22/2020	00004787 Voucher: RET: KENNEDY, GARY E	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
374	12/22/2020	0005356 Voucher: RET: KEY, ANDREW	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
375	12/22/2020	0011111 Voucher: RET: KOOMEN, SHERI L.	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
376	12/22/2020	00004788 Voucher: RET: LANE JR, EDWARD W	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
377	12/22/2020	0009946 Voucher: RET: LEFEVER, STEVEN A.	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	200.00	200.00
378	12/22/2020	00004789 Voucher: RET: LILLEY, RAYMOND E	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
379	12/22/2020	0012707 Voucher: RET: LLOYD, BRUCE W.	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
380	12/22/2020	0005633 Voucher: RET: LOPEZ, ALFONSO	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	590.37	590.37

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
381	12/22/2020	0006511 Voucher: RET: LOPEZ, RAMON A.	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
382	12/22/2020	0009453 Voucher: RET: LOPEZ, VERONICA	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
383	12/22/2020	0007656 Voucher: RET: MATSUKIYO, DAVID	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,100.86	1,100.86
384	12/22/2020	00003328 Voucher: RET: MOSBY, DOROTHEA S	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	200.00	200.00
385	12/22/2020	0011895 Voucher: RET: MUNOZ, ALFREDO	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
386	12/22/2020	00003239 Voucher: RET: NASSAR, SAMI R	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	200.00	200.00
387	12/22/2020	0012468 Voucher: RET: ORTIZ, JULIAN	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	525.39	525.39
388	12/22/2020	0012467 Voucher: RET: PATINO, IGNACIO M.	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
389	12/22/2020	0011522 Voucher: RET: PELLERIN, ROBERT	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
390	12/22/2020	00005237 Voucher: RET: PEREZ, SUSAN	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
391	12/22/2020	0010733 Voucher: RET: PIXLER, DAVID	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
392	12/22/2020	00004794 Voucher: RET: POWELL, ROBERT K.	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
393	12/22/2020	0006327 Voucher: RET: RASCO, ANGELA	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
394	12/22/2020	00003630 Voucher: RET: REGALADO, MARY	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
395	12/22/2020	0011967 Voucher: RET: RIVERA, FRANK J.	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	506.24	506.24
396	12/22/2020	0011978 Voucher: RET: RIVERA, HANNAH TELLEZ-CDECEMBER 2020	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	506.24	506.24
397	12/22/2020	0012682 Voucher: RET: RUIZ, NELLIE	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
398	12/22/2020	0011112 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
399	12/22/2020	00001867 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
400	12/22/2020	0009865 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
401	12/22/2020	0011521 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
402	12/22/2020	0006513 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
403	12/22/2020	00000869 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
404	12/22/2020	00004796 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
405	12/22/2020	00002147 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
406	12/22/2020	0008313 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
407	12/22/2020	0006512 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
408	12/22/2020	0005357 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20
409	12/22/2020	00003573 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	212.39	212.39
410	12/22/2020	0007655 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	506.24	506.24
411	12/22/2020	00004379 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	150.00	150.00
412	12/22/2020	00000498 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	250.00	250.00
413	12/22/2020	0008821 Voucher:	DECEMBER 2020	12/7/2020	DECEMBER 2020- RETIREE MED	1,148.20	1,148.20

Sub total for BANK OF THE WEST EFT: 35,512.39

67 EFTs in this report.

Grand Total All EFTs: 35,512.39

**12/22/2020 WARRANT REGISTER SUMMARY
FOR CITY COUNCIL MEETING OF 1/12/2021**

TOTAL PART I - PREPAID CHECKS (12/9/2020)	49,139.83
TOTAL PART II - PAYROLL-RELATED CHECKS	54,321.85
TOTAL PART III - PREPAID CHECK (12/9/2020)	8,666.67
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS	826,542.39
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	919,740.53
TOTAL PART VI - ACCOUNTS PAYABLE EFTs	35,512.39
	<hr/>
SUB - TOTAL	1,893,923.66
LESS: VOIDS	(2,296.40)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(362,505.56)
	<hr/>
GRAND TOTAL	1,529,121.70

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

Warrant Number **91019** to Warrant Number **91167** inclusive, plus Wire Transfers & EFT's, totaling **\$1,529,121.70** as listed on the accompanying Accounts Payable Warrant Register of **December 22, 2020** are ratified as presented, with the exception of the following voided and replacement warrants:

Check	Vendor	Check Date	Amount	Reason for Void
303	RET: INMAN, RONALD	11/24/2020	\$ 2,296.40	WRONG BANK INFORMATION PROVIDED. REISSUED
91105	N/A	12/22/2020	\$ 0.00	OFFICE DEPOT DESCRIPTION OVERFLOW
	GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS		2,296.40	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **January 12, 2021** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, as approved.

PARTIAL WARRANT REGISTER FOR COUNCIL MEETING OF 1/12/2021
(CHECKS NOT APPROVED ON 12/18/2020)

RECEIVED

S: 5:20pm Page: 1
 JAN 6 2021

Final Check List
 CITY OF SOUTH GATE

apChkLst
 1/6/2021 4:16:31PM

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90946	12/8/2020 Voucher:	0011336 AVANT-GARDE INC.	6545	11/12/2020	OCT 2020 2ND YEAR OF CONTR	10,965.00	10,965.00
90951	12/8/2020 Voucher:	0005346 CALACT	2021-0202	1/1/2020	2021 MEMBERSHIP RENEWAL- P	620.00	620.00
90960	12/8/2020 Voucher:	00001782 EBERHARD EQUIPMENT	89978	11/10/2020	REPLACEMENT PARTS FOR MO	1,369.31	
			90025	11/12/2020	REPLACEMENT PARTS FOR MO	632.91	
			88644	8/11/2020	REPLACEMENT PARTS FOR MO	498.27	
			90060	11/16/2020	REPLACEMENT PARTS FOR MO	475.73	
			89395	9/30/2020	REPLACEMENT PARTS FOR MO	931.37	3,907.59
90971	12/8/2020 Voucher:	00001105 ICMA	358140-2021	10/29/2020	2021 MEMBERSHIP FEE - M. FLA	1,400.00	1,400.00
90994	12/8/2020 Voucher:	0011257 PK: GUILMETTE, ROBERT	10/5/20-11/18/20	11/19/2020	10/5/20-11/18/20: YOGA CLASSES	1,260.00	1,260.00
91010	12/8/2020	0000637 TURF STAR INC	3303954-00	11/12/2020	LARGE AREA MOWER	128,882.47	128,882.47
					Sub total for BANK OF THE WEST:		147,035.06

6 checks in this report.

Grand Total All Checks:

147,035.06

**PARTIAL WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 1/12/2021
(CHECKS NOT APPROVED ON 12/8/2020)**

TOTAL PART I - ACCOUNTS PAYABLE CHECKS

147,035.06

GRAND TOTAL

147,035.06

SOUTH GATE CITY COUNCIL WARRANT APPROVAL

Warrant Numbers 90946, 90951, 90960, 90971, 90994, and 91010, totaling **\$147,035.06**, as listed on the accompanying Accounts Payable Partial Warrant Register from December 8, 2020 are approved as presented.

Check	Vendor	Check Date	Amount	Reason for Void
	GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS		0.00	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **January 12, 2020** at a regular or adjourned meeting, the City Treasurer was ordered to pay the above warrant, as approved.