



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, December 10, 2019 at 6:30 p.m.

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

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

II. City Officials

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

III. Meeting Compensation Disclosure

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

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation To Paul L. Adams For His 14 Years Of Dedicated Service To The City

The City Council will issue a Proclamation to Paul L. Adams in recognition and appreciation for his 14 years of dedicated service as Director of Parks & Recreation and to wish him the best in his retirement. (PARKS)

Documents:

[ITEM 1 REPORT 121019.PDF](#)

2. Certificate Of Appreciation To Carla Barrera-Ortiz For Her Dedicated Service To STEAM Legacy High School

The City Council will present a Certificate of Appreciation to Carla Barrera-Ortiz, founder and former principal of STEAM Legacy High School, in recognition and sincere gratitude for her outstanding dedication in bringing quality education and opportunities to her students. (ADMIN)

Documents:

[ITEM 2 REPORT 121019.PDF](#)

3. Certificates Of Appreciation To STEAM Legacy High School Students For Winning The 2019 Horizon Grand Prix Competition

The City Council will present Certificates of Appreciation to STEAM Legacy High School students for their participation and achievements in the 2019 Horizon Grand Prix Competition on June 8, 2019 in Prague, Czech Republic. (ADMIN)

Documents:

[ITEM 3 REPORT 121019.PDF](#)

4. Appointment To The Greater Los Angeles County Vector Control District

The City Council will appoint a Council Member to the Board of Trustees of the Greater Los Angeles County Vector Control District for either a two OR four year term of office; the appointment will be ratified by a majority vote of the City Council. (ADMIN)

Documents:

V. Public Hearings

5. Resolution Denying A Spray Paint Booth At Espinoza's Body Shop Located At 8602 Long Beach Boulevard

The City Council will conduct a Public Hearing to consider adopting a **Resolution** _____ affirming the Planning Commission's November 5, 2019 denial of Amendment No. 2 to Conditional Use Permit No. 334, which would have legalized an existing unpermitted spray paint booth at the business known as Espinoza's Body Shop located at 8602 Long Beach Boulevard. (CD)

Documents:

[ITEM 5 REPORT 121019.PDF](#)

VI. 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.

VII. 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.

VIII. Consent Calendar Items

Agenda Items **7, 8, 9, 10, 12, 13, 14, 15, 16 and 17** 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.

6. This Item Was Removed From The Agenda.

7. Agreement With The Conservation Corp Of Long Beach To Provide Interns Within The Parks & Recreation Department

The City Council will consider: (PARKS)

- a. Approving an Agreement (**Contract No.** _____) with the Conservation Corp of Long Beach for a Youth Employment Internship Program (Program) to provide part-time interns with jobs within the City's Parks & Recreation Department for a six month term, in an amount not to exceed \$60,000;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this Program.

Documents:

[ITEM 7 REPORT 121019.PDF](#)

8. Agreement With Ortiz Enterprises, Inc., For Construction Of The I-710 Soundwall Project

The City Council will consider: (PW)

- a. Approving an Agreement (**Contract No.** _____) with Ortiz Enterprises, Inc., for the Construction of the Retaining Wall No. 945 and Soundwall No. 949, Caltrans Contract 07-298014, City Project No. 587-ST, and the Construction of Soundwall No. 935 and No. 937, City Project No. 547-ST in an amount not-to-exceed \$6,692,129;
- b. Authorizing the City Manager to approve up to \$750,000 in construction change orders to be funded with construction contingency funds; and
- c. Authorizing the Mayor to execute an agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 8 REPORT 121019.PDF](#)

9. Ratification Of Contract No. 3324 And Amendment No. 1 With John L. Hunter & Associates, Inc., For The Used Oil And Beverage Container Recycling Programs

The City Council will consider: (PW)

- a. Ratifying Contract No. 3324 with John. L. Hunter and Associates, Inc., which was administratively approved in accordance with Section 1.54.350 of the Municipal Code, for management services of the Used Oil Recycling and Beverage Container Recycling Program (Programs) for a one year term, in the amount of \$47,300;
- b. Approving Amendment No. 1 to Contract No. 3324 retroactively extending the term from June 30, 2018 through June 30, 2020, for continued management services of the Programs, in an amount not-to-exceed \$47,300 per year, for a total of \$94,600; and
- c. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 9 REPORT 121019.PDF](#)

10. Notice Of Completion For The Hildreth Avenue Traffic Mitigation Project

The City Council will consider: (PW)

- a. Accepting completion of construction, effective October 8, 2019, of Hildreth Avenue Traffic Mitigation Project, City Project No. 600-ST completed by E. C. Construction Co.; and
- b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

11. This Item Was Removed From The Agenda.

12. Carryover Of Unspent Budget Appropriations From Fiscal Year 2018/19 To Fiscal Year 2019/20

The City Council will consider authorizing the carryover of unspent budget appropriations from Fiscal Year 2018/19 to Fiscal Year 2019/20 in the account numbers detailed in Exhibit A. (ADMIN SVCS)

Documents:

[ITEM 12 REPORT 101219.PDF](#)

13. Request For A Music Festival Event At South Gate Park With Limited Alcohol Service In August 2020

The City Council will consider: (PARKS)

- a. Approving the request of Jack Leavitt for a Music Festival Event (Event) with limited alcohol service at South Gate Park in August of 2020;
- b. Directing staff to negotiate an agreement with the music festival producer and present the agreement to the City Council for formal approval at a future City Council Meeting; and
- c. Directing staff to prepare a Resolution to include restrictions and conditions of approval to allow limited alcohol service during the Event and present it to the City Council for adoption at a future City Council Meeting.

Documents:

[ITEM 13 REPORT 121019.PDF](#)

14. Appropriation Of \$17,313 In General Funds To Purchase New Equipment To Broadcast On The City's Cable Channel 3

The City Council will consider appropriating \$17,313 from the unassigned fund balance of the General Fund to Account Number 100-150-44-6208 (General Fund - Community Promotion - Office Equipment) to purchase new equipment to broadcast on the City's cable Channel 3. (ADMIN)

Documents:

[ITEM 14 REPORT 121019.PDF](#)

15. Cancellation Of The Regularly Scheduled City Council Meeting Of December 24, 2019

The City Council will consider canceling the regularly scheduled City Council meeting of Tuesday, December 24, 2019, in observation of City Hall closure for the holiday break. (ADMIN)

Documents:

[ITEM 15 REPORT 121019.PDF](#)

16. Authorization For City Council Auditor To Review And Approve The Second Warrant Register In December 2019

The City Council will consider authorizing the City Council Auditor to review and approve the second warrant register in December 2019. (ADMIN SVCS)

Documents:

[ITEM 16 REPORT 121019.PDF](#)

17. Special And Regular City Council Meeting Minutes Of November 12, 2019

The City Council will consider approving the Regular Meeting and Special Meeting minutes of November 12, 2019. (CLERK)

Documents:

[ITEM 17 REPORT 121019.PDF](#)

IX. Reports, Recommendations And Requests

18. South Gate Sister Cities Program Policy Guidelines And Forming A Sister City Relationship With Beihai, China

The City Council will consider: (ADMIN)

- a. Approving the South Gate Sister Cities Program Policy Guidelines; and
- b. Directing staff to prepare a program budget, list of goals and schedule of activities to form a sister city relationship with Beihai, China.

Documents:

[ITEM 18 REPORT 121019.PDF](#)

19. Resolution Supporting The Tenant Protection Act Of 2019, Assembly Bill No. 1482 (Chiu)

The City Council will consider adopting a **Resolution** _____ supporting the Tenant Protection Act of 2019, Assembly Bill No. 1482 (Chiu), which establishes annual limits on rent increases and requires just cause in order to evict a tenant prior to the effective date of January 1, 2020. (CD)

Documents:

[ITEM 19 REPORT 121019.PDF](#)

20. Warrant Register For December 10, 2019

The City Council will consider approving the Warrants and Cancellations for December 10, 2019. (ADMIN SVCS)

Total of Checks: \$2,861,751.47

Voids \$ (323.65)
Total of Payroll Deductions: \$ (322,656.27)
Grand Total: \$2,538,771.55
Cancellations: 85439

Documents:

[ITEM 20 REPORT 121019.PDF](#)

X. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted December 5, 2019 at 10:28 a.m., as required by law.

Carmen Avalos,
City Clerk

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

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

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

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

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City of South Gate

Item No. 1

DEC 4 2019

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

1:40pm

For the Regular Meeting of: December 10, 2019

Originating Department: Parks & Recreation

Deputy Director: 
Steve Costley

City Manager: 
Michael Flad

SUBJECT: PROCLAMATION RECOGNIZING PAUL L. ADAMS FOR HIS 14 YEARS OF DEDICATED SERVICE TO THE CITY

PURPOSE: To recognize Director of Parks & Recreation Paul L. Adams for his dedicated years of service to the City.

RECOMMENDED ACTION: Mayor Belén Bernal will issue a Proclamation to Paul L. Adams in recognition and appreciation for his 14 years of dedicated service as Director of Parks & Recreation and to wish him the best in his retirement.

FISCAL IMPACT: None.

BACKGROUND: In November of 2015, Paul L. Adams left his position as Director of Parks & Recreation with the City of Malibu to become the Director of Parks & Recreation with the City of South Gate. In his 14 years leading the Department, he brought vision, leadership and a high standard of professionalism. Paul is leaving a lasting mark on the City through the projects he has planned and those that have already been completed. His presence will be missed in the Parks & Recreation Department and as part of the executive leadership team.

The City Council wishes to recognize Paul for all of his hard work and wish him the best in his retirement.

ATTACHMENT: Proclamation.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Presented to

Paul L. Adams

In recognition of your 14 years of dedicated service to the
City of South Gate

WHEREAS, in 2005, Paul L. Adams left the City of Malibu to take the position of Director of Parks & Recreation with the City of South Gate; and

WHEREAS, Paul was instrumental in creating an operational Parks & Recreation Master Plan which included the renovation of the Patricia G. Mitchell Swim Stadium swimming pool, upgrades to the sidewalks and jogging trails, and new enhanced security lighting, all of which will maintain the parks and programs in the future; and

WHEREAS, his vision for the future has led to Master Plans and/or designs for the replacement of the Girls Club House, Hollydale Community Park, Circle Park and Hollydale Regional Park without approved funding for any of the projects; and

WHEREAS, when called upon to lead the Community Development Department for a 5 month period, Paul gladly took over on short notice and led Community Development Department staff through the transition period while finding a new Director; and

WHEREAS, Paul currently leads a large group of dedicated Parks & Recreation professionals who have learned a tremendous amount about leadership, customer service and planning from him during his time with the City; and

WHEREAS, after proudly serving 14 years with the City of South Gate, 9 years prior with the City of Malibu and several years with the City of Carson, Paul will retire on December 18, 2019; and

WHEREAS, Paul happily looks forward to traveling with his lovely wife Lynn, playing Pokémon with his friends, and sitting on the porch with his robe and slippers to yell at the neighborhood cats; and

WHEREAS, South Gate citizens and employees had the pleasure and benefit of working with this esteemed professional and wish him the best in his retirement;

NOW, THEREFORE, on this 10th day of December 2019, I, **Belén Bernal**, Mayor of the City of South Gate, do hereby recognize Paul L. Adams and duly thank him for his 14 years of dedicated service to the City of South Gate and wish him the best retirement!

18/

Mayor Belén Bernal

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Item No. 2

DEC 3 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

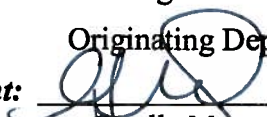
5:05pm

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Administration

Management Assistant:


Giselle Mares

City Manager:


Michael Flad

SUBJECT: CERTIFICATE OF APPRECIATION TO CARLA BARRERA-ORTIZ FOR HER DEDICATED SERVICE TO STEAM LEGACY HIGH SCHOOL

PURPOSE: This item was added to the Agenda at the request of the City Council to recognize Carla Barrera-Ortiz, former principal at STEAM Legacy High School, for her dedicated services to STEAM programs.

RECOMMENDED ACTION: Mayor Belén Bernal will present a Certificate of Appreciation to Carla Barrera-Ortiz, founder and former principal of STEAM Legacy High School, in recognition and sincere gratitude for her outstanding dedication in bringing quality education and opportunities to her students.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: As the founder and principal for 7 years, Ms. Barrera-Ortiz committed to ensuring that students in the south east region were given the quality resources and support they deserved by bringing valuable partnerships to STEAM Legacy High School. A firm advocate for Career Technical Education and higher education, Ms. Barrera-Ortiz partnered with multiple organizations to ensure her students received the latest and greatest resources and opportunities that included dual credit enrollment, industry certifications, paid summer internships, and workforce development.

During her 7 year principalship she increased enrollment by 125%, attained an above 90% high school graduation rate between 2016 and 2019, breaking records in 2016 with the first four-year cohort graduating at 94.6%. On June 8, 2019, Ms. Barrera-Ortiz, delivered on her promise by taking two STEAM Legacy Automotive Technology Teams to the Horizon Grand Prix-World Competition in Prague, Czech Republic, sponsored by Toyota. The students earned the world championship title and made Los Angeles Unified School District (District) and South Gate History.

In July 2019, Ms. Barrera-Ortiz was selected as the District Director of Partnerships and Grants under the leadership of Superintendent Austin Beutner. Her current role is to ensure that her office supports school principals and partners in bringing quality programs to the students in the District.

The City Council and South Gate community recognizes and extends sincere gratitude to Ms. Barrera-Ortiz for her dedication in bringing quality education and opportunities to her students and wishes her the best in her future endeavors. Her passion for preparing students for the careers in Science, Technology, Engineering, Arts and Mathematics was extraordinary during her tenure at STEAM Legacy.

ATTACHMENT: None.

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Item No. 3

DEC 3 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:15pm

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Administration

Management Assistant:


Giselle Mares

City Manager:


Michael Flad

SUBJECT: CERTIFICATES OF APPRECIATION TO STEAM LEGACY HIGH SCHOOL STUDENTS FOR WINNING THE 2019 HORIZON GRAND PRIX COMPETITION

PURPOSE: This item was added to the Agenda at the request of Mayor Belén Bernal and Council Member Maria Davila to recognize outstanding youth for their accomplishment in making history at the 2019 Horizon Grand Prix Competition in Prague, Czech Republic.

RECOMMENDED ACTION: Mayor Belén Bernal will present Certificates of Appreciation to STEAM Legacy High School students for their participation and achievements in the 2019 Horizon Grand Prix Competition on June 8, 2019 in Prague, Czech Republic.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: STEAM Legacy High School students qualified to participate in the 2019 Horizon Grand Prix Competition after placing 2nd in the State Final. The competition was for secondary school scientists and engineers to design, build, and race remote control hydrogen fuel cell cars.

The World Final took place on June 8, 2019 at the Czech Academy of Sciences in Prague, Czech Republic. Students' hydrogen fuel cell cars raced against 18 other teams from 9 different countries. The STEAM Legacy teams won first and third place and made history in the competition by building the first prototype fuel cell vehicle that is capable of running on pure hydrogen.

The STEAM Legacy teams built their own cars, modified the existing Hydrogen Fuel Cell and designed their own car body to save as much energy as possible while traveling as fast as it could without running out of energy. STEAM Legacy was the only team that had a female driver and she was one of the fastest drivers of the competition.

AWARD RECIPIENTS

Gilberto Emmanuel Duran
Francisco Jose Flores
Alan Gallardo
Miguel Guzman
Jennifer Hernandez
Nidia Sarai Ibarra
Enrique Lerma
Edwin Mijangos
Edgar Olivar
Oscar Orantes Vega
Andy Palomera
Luis Santana-Rojas
Noe Valdez-Cortez
Johnathan Andrew Vasquez
Ismael Enoc Zenteno

ATTACHMENT: None.

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DEC 3 2019

Item No. 4

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

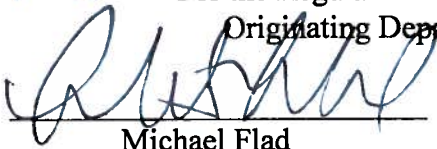
AGENDA BILL

4:00pm

For the Regular Meeting of: December 10, 2019

Originating Department: Administration

City Manager:


Michael Flad

City Manager:


Michael Flad

SUBJECT: APPOINTMENT TO THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

PURPOSE: To make an appointment to the Vector Control District Board of Trustees as current Trustee Denise Diaz's term will expire on January 6, 2020.

RECOMMENDED ACTION: The City Council will appoint a Council Member to the Board of Trustees of the Greater Los Angeles County Vector Control District for either a two **OR** four year term of office; the appointment will be ratified by a majority vote of the City Council.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: The term of office of current Trustee Denise Diaz will expire on January 6, 2020, therefore it is necessary for the City Council to either re-appoint her as Trustee **OR** appoint another City Council Member to serve as the City's representative on the Vector Control District (District) Board of Trustees. Pursuant to Section 2024 of the State Health and Safety Code, the term of office must be for either two years **OR** four years and commences at noon on January 6, 2020. The Board of Trustees meets the second Thursday of every month and the stipend is \$100 per meeting.

ATTACHMENT: None.

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Item No. 5

DEC 4 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:10am

AGENDA BILL

For the Regular Meeting of December 10, 2019

Originating Department: Community Development

Department Director: Joe Pérez
Joe Pérez

City Manager: Michael Flad
Michael Flad

SUBJECT: APPEAL OF DENIAL OF AMENDMENT NO. 2 TO CONDITIONAL USE PERMIT NO. 334 TO ALLOW AN EXISTING UNPERMITTED SPRAY PAINT BOOTH AT THE ESPINOZA'S BODY SHOP LOCATED AT 8602 LONG BEACH BOULEVARD

PURPOSE: To consider an appeal of the Planning Commission's denial of an amendment to Conditions Use Permit (CUP) No. 334, which would legalize an existing unpermitted spray paint booth at Espinoza's Body Shop located at 8602 Long Beach Boulevard.

RECOMMENDED ACTION: Following the conclusion of a public hearing, adopt Resolution affirming the Planning Commission's November 5, 2019 denial of Amendment No. 2 to Conditional Use Permit No. 334, which would have legalized an existing unpermitted spray paint booth at the business known as Espinoza's Body Shop located at 8602 Long Beach Boulevard.

FISCAL IMPACT: There is no fiscal impact.

PUBLIC NOTIFICATION: Advertising and notification of the public hearing for this item was conducted in compliance with Section 11.50.020 (Public Hearing Notification) and 11.50.030 (Public Hearing Procedures), of Chapter 11.50 (Administration), Title 11 (Zoning), of the South Gate Municipal Code. A legal notice was published in the *Los Angeles Wave* newspaper on November 27, 2019 (Attachment I).

ANALYSIS: On June 3, 2019, Karla Espinoza (Espinoza's Body Shop), 8602 Long Beach Blvd., South Gate, CA 90280, filed an application for an Amendment No. 2 to CUP No. 334 to legalize of an existing unpermitted spray paint booth at an automobile body and fender shop located at 8602 Long Beach Boulevard.

On November 5, 2019 the Planning Commission conducted a public hearing to determine whether to approve or deny the application to amend the CUP to allow operation of the spray paint booth. At that hearing, the Planning Commission heard testimony from the applicant in support of the application, and heard testimony from a neighboring resident in opposition to the application. At that hearing, the Planning Commission also received a report from the City's Community Development Department recommending denial of the application based on conflicts between operation of the spray paint booth and the goals, objectives and policies of the

City's General Plan.

The original CUP No. 334, allowing the use of the property as an automobile body and fender repair business, was approved by the South Gate Planning Commission on January 3, 1984. The minutes of the Planning Commission Meeting at which the CUP was approved indicated that the CUP was issued on the Planning Commission's express understanding that "there would not be any spray painting" at the property.

In addition to the original CUP, Amendment No. 1 to CUP No. 334 was approved on April 29, 1996 by the Planning Commission requesting a transfer of ownership to the Arnulfo Espinoza, at which time no spray paint booth was requested or approved by the Planning Commission.

The project site in the Corridor 2 (CDR2) Zone and has a General Plan designation of Long Beach Corridor (Sub Area 3). The surrounding use to the north is the railroad right-of-way along Ardmore Avenue and Independence Avenue; to the west is a tire business followed by Long Beach Blvd.; to the south a 5th-8th grade charter school is currently under construction; and to the east is single-family residential uses.

The 14,638 square foot parcel is separated by an iron fence creating areas for two (2) individual businesses. The project site, Espinoza's Body Shop, is located on the east end of the lot, with the building totaling 2,302 square feet; while the second building is located on the northwest corner of the lot, totaling 1,750 square feet and is occupied by Linares Tires. According to the applicant, the unpermitted spray paint booth which is the subject of this Resolution was installed at least seventeen (17) years ago in 2002 and has been used regularly by the applicant since that time.

Code Enforcement Division & AQMD Information

The City did not become aware of the existing spray paint booth until June 12, 2018, when the Code Enforcement Division conducted a site inspection in response to a complaint which stated the site was emitting paint odor and fumes. During the site inspection, the following violations were noted:

- No Building Permits had been issued for the spray paint booth located within the building.
- Site had junk and debris.
- Exterior of building was deteriorating with chipped and peeling paint.
- Inoperable vehicles were located on the site.
- Signage was altered without obtaining a Sign Permit from the Planning Division or Building Division.

To date all violations have been addressed with the exception of the unpermitted spray booth located with the building.

Additionally, Staff has been in contact with the South Coast Air Quality Management District (AQMD) and determined that AQMD issued a Permit to operate a spray booth on September 9, 2002, which has an "Inactive" status; and another Permit on October 7, 2008 to operate a spray paint booth, which currently has an "Active" status.

AQMD has no current complaints on file, but did issue a Notice to Comply on September 19, 2017 requiring the operator to provide Volatile Organic Compounds (VOCs) usage records used at the facility from January 2017 to September 2017, and to maintain equipment in good operating order at all times, including having all filters installed at all times on the spray paint booth. A re-inspection was completed on May 18, 2018 in regard to the Notice to Comply and status has since been noted as “In Compliance.”

Although the AQMD was aware of the existence of the spray paint booth and issued air quality permits for it in 2002 and 2008, those air quality permits do not constitute City of South Gate Conditional Use Permits, and AQMD never advised the City of the existence of the spray paint booth so that the City could ensure compliance of the spray paint booth with the City’s own permit requirements.

South Gate General Plan & Zoning Code

Long Beach Boulevard is the primary arterial roadway through the City and helps connect the City with the wider region. The corridor contains a mix of mostly commercial uses including drive-through restaurants, motels, nightclubs, used car lots and stand-alone commercial buildings with minimal setbacks. Many of the buildings are older and in need of significant renovation. The vision for the Long Beach Corridor is to transform the Corridor into an attractive urban environment with a diverse mix of uses in buildings that are 3 to 6 stories in height. Retail uses that support the daily needs of residents will be located on the ground floor, with residential or office uses on the upper floors. The street should be attractive and inviting to pedestrians.

According to Chapter 11.21 Table 11.23-3 of the South Gate Municipal Code, vehicle repair is permitted with approval of a Conditional Use Permit (CUP). Any intensifications or additions to the use would also require a CUP or Amendment to the CUP. However, the City has a strong interest in achieving and maintaining a high level of design and residential supported uses in the Long Beach Corridor. However, the City also recognizes that potential land use impacts can result from the operation of an auto body repair shop, particularly as a potential source of pollution in the vicinity of other sensitive uses. Allowing the intensification of an auto body repair shop can have a negative effect on existing and future neighboring residential and school uses.

The Planning Commission’s Reasons for Denying the CUP

After considering the facts and testimony, the Planning Commission denied Amendment No. 2 to CUP No. 334 based on the conflicts between the operation of the spray paint booth and goals, objective and policies of the City’s General Plan as follows:

- The Healthy Community Element of the General Plan establishes goals, objectives and policies regarding public health. Goal HC 1 of that Element is “high levels of health and well-being for all residents.” The General Plan’s Policy P.1 for achieving that goal is “improving the overall health conditions in South Gate will be a priority for the City.” Policy P.2 relative to that goal states in part that “the City should promote and maintain the health and safety of the public through its direct actions.” By granting the application and

allowing the continued operation of a spray paint booth which has proven to be ineffective in preventing paint odors from escaping the subject property, such that occupants of the adjacent residential neighborhood are subjected to health concerns, this Planning Commission would be violating those goals, objectives and policies.

- Policy P.5 of Objective HC 1.4 of the General Plan's Healthy Community Element states "the City will encourage local employers to adopt health living/healthy employee programs and practices." By granting the application and condoning the use of a spray paint booth which has been operated for the past 17 years without regard to City ordinances and which has a history of AQMD violations, City Code violations, and public complaints, the Planning Commission would not encourage healthy practices by the applicant, a local employer, and would therefore be violating this policy of the General Plan.
- Policy P.5 of Objective HC 4.2 of the General Plan's Healthy Community Element provides in part that "to the extent possible, the City will prioritize safety . . . around schools . . .". Because the proximity of the currently unpermitted spray paint operations to the adjacent charter school will expose students, teachers, school administrators and school employees to paint odors emanating from the subject property, the Planning Commission's approval of the application would not prioritize school safety and would therefore conflict with this policy.
- Goal HC 7 of the General Plan's Healthy Community Element is "high levels of air quality and improved respiratory health throughout the City." Objective HC 7.3 is to "reduce air pollution from stationary sources." Policy P.4 under that objective states that "the City shall minimize stationary source pollution through the following: ensure that industrialized commercial land uses are meeting existing South Coast Air Quality Management District air quality thresholds by adhering to established rules and regulations" and "reduce exposure of the City's sensitive receptors to poor air quality nodes through smart land use decisions." Because of the air-quality problems and AQMD violations associated with the spray paint booth as noted above, the Planning Commission's approval of the application would violate that goal, objective and policy.
- Policy P2 of Objective CD 4.1 of Goal CD 4 of the Community Development Element states in part that "existing neighborhoods should be preserved and protected against potential impacts related to . . . air quality and encroachment of incompatible commercial and industrial activities." The Planning Commission finds that the spray paint booth and its related problems discussed above are incompatible with the surrounding neighborhood uses, and that denying the application would promote those goals, objectives and policies.
- Objective CD 8.4 of the Community Development Element is to "reduce the

impact of manufacturing/distribution and light industrial/flex businesses on adjoining land uses.” Policy P.1 to achieve that objective states in part that “neighborhoods should be protected from incompatible non-residential uses . . . to the greatest extent feasible.” Policy P.2 requires the City to consider mitigation of impacts on residential properties whenever light industrial uses are proposed. Policy P.3 states that “existing, non-conforming industrial uses should be phased out during the course of the General Plan.” Policy P.5 states that industrial uses should be regulated to minimize adverse impacts on adjoining uses and areas. Policy P.9 requires the City to limit uses that, among other things, generate unacceptable levels of air pollution. Denial of the application would promote that objective and all of those policies.

In summary, although auto body repair is allowed with the approval of a Conditional Use Permit in the Corridor 2 Zone, the proposal to legalize the spray paint booth is an intensification that is not compatible with the City of South Gate General Plan 2035. Potential land use impacts can result from the intensification of the auto body shop, particularly health and safety concerns of the adjacent residential and school uses and encouraging the use of mixed use development. The proposal will not contribute to the Long Beach corridor beautification by enhancing the visual environment of South Gate’s corridors. For these reasons, the Planning Commission deny this request for a Conditional Use Permit.

BACKGROUND: In her November 20, 2019 letter, the applicant requested an appeal of the Planning Commission’s November 5, 2019 denial of Amendment No. 2 to Cup No. 334 (attached). The letter states the following:

“By permitting a spray booth on site, it will enclose any lingering fumes, reducing air pollution, therefore, diminishing health and safety concerns. The booth was professionally installed and The South Coast Air Quality Management District, also using the acronym South Coast (AQMD), has never found any violations on site. Lastly, I would like to inform that Planning Commission sent out letters to houses found at a 1000 ft. radius from site and there was only one person who responded. I am requesting a conditional use permit because the law allows me to be able to use up to a gallon of paint per day without repercussions. But painting in a booth is the responsible and contained way to paint, and like mentioned above, AQMD has never found any violations in my business.”

- ATTACHMENTS:**
- A. Proposed Resolution
 - B. November 5, 2019 Planning Commission Agenda Bill
 - C. Planning Commission Resolution No. 2019-09
 - D. Appeal Request Letter from Karla Espinoza (Dated Nov. 20, 2019)
 - E. Aerial and Location Map
 - F. Project Plans (Site, Floor & Elevations)
 - G. Photo of Spray Paint Booth
 - H. Notice of Exemption
 - I. Public Hearing Notice

RESOLUTION NO. 2019__

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE, CALIFORNIA, AFFIRMING THE
PLANNING COMMISSION'S NOVEMBER 5, 2019 DENIAL
OF AMENDMENT NO. 2 TO CONDITIONAL USE PERMIT
NO. 334, WHICH WOULD HAVE LEGALIZED AN
EXISTING UNPERMITTED SPRAY PAINT BOOTH AT THE
BUSINESS KNOWN AS ESPINOZA'S BODY SHOP
LOCATED AT 8602 LONG BEACH BOULEVARD**

WHEREAS, on June 3, 2019, Karla Espinoza ("Applicant"), a representative of Espinoza's Body Shop, which is an automobile body and fender repair business located at 8602 Long Beach Boulevard, South Gate, California 90280 (APN: 6204-017-032) ("Property"), filed with the City an application for an amendment ("Amendment No. 2") to Conditional Use Permit No. 334 ("CUP"); and

WHEREAS, that Amendment No. 2, if granted by the City, would have legalized an existing unpermitted spray paint booth at the Property; and

WHEREAS, the original CUP allowing the use of the Property as an automobile body and fender repair business was approved by the South Gate Planning Commission ("Planning Commission") on January 3, 1984; and

WHEREAS, the Planning Commission Meeting Minutes at which the CUP was approved indicated that the CUP was issued on the Planning Commission's express understanding that "there would not be any spray painting" at the Property; and

WHEREAS, Amendment No. 1 to the CUP was approved on April 29, 1996 by the Planning Commission authorizing a transfer of the permit to Arnulfo Espinoza, and modification of the CUP to allow spray painting on the Property was neither requested by the Applicant nor granted by the Planning Commission; and

WHEREAS, the 14,638 square foot parcel on which the Applicant's business is located is separated with an iron fence creating areas for two (2) individual businesses. The site to which the CUP applies, Espinoza's Body Shop, is located on the east end of the lot, within a building totaling 2,302 square feet; a second building is located on the northwest corner of the lot, totaling 1,750 square feet, and is occupied by a business named Linares Tires; and

WHEREAS, the surrounding use to the north is the railroad right-of-way along Ardmore Avenue and Independence Avenue; to the west is the Linares Tire business, and beyond that, Long Beach Boulevard; to the south a 5th-8th grade charter school is currently under construction; and to the east are single-family residential homes; and

WHEREAS, according to the Applicant, the unpermitted spray paint booth which is the subject of this Resolution was installed at least seventeen (17) years ago in 2002 and has been used regularly by the Applicant since that time; and

WHEREAS, although the South Coast Air Quality Management District (“AQMD”) was aware of the existence of the unpermitted spray paint booth and issued air quality permits for it in 2002 and 2008, those air quality permits do not constitute City of South Gate Conditional Use Permits, and AQMD never advised the City of the existence of the spray paint booth so that the City could ensure compliance of the unpermitted spray paint booth with the City’s own permit requirements; and

WHEREAS, the City did not become aware of the existence of the unpermitted spray paint booth until June 12, 2018, when the City’s Code Enforcement Division conducted a site inspection in response to a complaint which stated the site was emitting paint odor and fumes. As a result of that site inspection, the Code Enforcement Division identified various sub-standard conditions and the following violations of South Gate City Ordinances:

- No Planning Division or Building & Safety Permits were issued for the spray paint booth located within the building.
- Site had junk and debris.
- Exterior of building was deteriorating with chipped and peeling paint.
- Inoperable vehicles were located on the site.
- Signage was altered without obtaining a Sign Permit from the Planning Division or Building & Safety Division; and

WHEREAS, to date all of those violations have been addressed with the exemption of the unpermitted spray paint booth located within the building; and

WHEREAS, to the City’s knowledge AQMD has no current complaints on file with respect to the unpermitted spray paint booth, but AQMD did issue a Notice to Comply on September 19, 2017 to provide Volatile Organic Compounds (VOCs) usage records for the facility from January 2017 to September 2017, and to maintain equipment in good operating order at all times, including having all filters installed at all times on the spray paint booth. A re-inspection was completed by AQMD on May 18, 2018 in regard to the Notice to Comply and status has since been noted by AQMD as in compliance with AQMD air quality regulations; and

WHEREAS, soon after the City discovered the unpermitted spray paint booth in June of 2018, the City directed the Applicant to immediately cease operation of the unpermitted spray paint booth; and

WHEREAS, Applicant has continued to operate the unpermitted spray paint booth despite the City’s repeated demands that Applicant cease doing so; and

WHEREAS, as noted above, Applicant applied on June 3, 2019 for an amendment to the CUP which would specifically allow the use of the spray paint booth at the Property; and

WHEREAS, due notice of a hearing relative to that application was published in the “Los Angeles Wave” newspaper on October 3, 2019 and mailed to surrounding properties and property owners within 1,000 feet of the subject site on October 1, 2019; and

WHEREAS, a Notice of Cancellation and Rescheduling was issued on October 9, 2019, stating that the hearing was rescheduled to the November 5, 2019 Planning Commission meeting. In addition, notices were mailed to property owners and addresses located within 1,000 feet of the property. A Notice of hearing for the November 5, 2019 was posted and published in the “Los Angeles Wave” newspaper on October 24, 2019; and

WHEREAS, a full and fair public hearing was held before the Planning Commission on November 5, 2019 to determine whether to approve or deny the application to amend the CUP to allow operation of the spray paint booth. At that hearing, the Planning Commission heard testimony from the Applicant in support of the application, and heard testimony from a neighboring resident in opposition to the application. At that hearing, the Planning Commission also received a report from the City’s Community Development Department recommending denial of the application based on conflicts between operation of the spray paint booth and the goals, objectives and policies of the City’s General Plan; and

WHEREAS, after considering the facts and testimony, the Planning Commission of the City of South Gate made the following **FINDINGS OF FACT**:

FINDING NO. 1: Denying the application would promote the South Gate General Plan’s goals, objectives and policies regarding the general health and well-being of South Gate residents. The Healthy Community Element of the General Plan establishes goals, objectives and policies regarding public health. Goal HC 1 of that Element is “high levels of health and well-being for all residents.” The General Plan’s Policy P 1 for achieving that goal is “improving the overall health conditions in South Gate will be a priority for the City.” Policy P.2 relative to that goal states in part that “the City should promote and maintain the health and safety of the public through its direct actions.” By granting the application and allowing the continued operation of a spray paint booth which has proven to be ineffective in preventing paint odors from escaping the subject property, such that occupants of the adjacent residential neighborhood are subjected to health concerns, this Planning Commission would be violating those goals, objectives and policies.

FINDING NO. 2: Denying the application would promote the General Plan’s policy of encouraging local employers to adopt healthy programs and practices. Policy P.5 of Objective HC 1.4 of the General Plan’s Healthy Community Element states “the City will encourage local employers to adopt health living/healthy employee programs and practices.” By granting the application and condoning the use of a spray paint booth which has been operated for the past 17 years without regard to City ordinances and which has a history of AQMD violations, City Code violations, and public complaints, the Planning Commission would not encourage healthy practices by the Applicant, a local employer, and would therefore be violating this policy of the General Plan.

FINDING NO. 3: Granting the application would conflict with the General Plan’s policy of promoting school safety. Policy P.5 of Objective HC 4.2 of the General Plan’s Healthy Community Element provides in part that “to the extent possible, the City will prioritize safety . . . around schools . . .”. Because the proximity of the currently unpermitted spray paint operations to the adjacent charter school will expose students, teachers, school administrators and school employees to paint odors emanating from the subject property, the Planning Commission’s approval of the application would not prioritize school safety and would therefore conflict with this policy.

FINDING NO. 4: Granting the application would conflict with the General Plan’s objectives and policies regarding air pollution. Goal HC 7 of the General Plan’s Healthy Community Element is “high levels of air quality and improved respiratory health throughout the City.” Objective HC 7.3 is to “reduce air pollution from stationary sources.” Policy P.4 under that objective states that “the City shall minimize stationary source pollution through the following: ensure that industrialized commercial land uses are meeting existing South Coast Air Quality Management District air quality thresholds by adhering to established rules and regulations” and “reduce exposure of the City’s sensitive receptors to poor air quality nodes through smart land use decisions.” Because of the air-quality problems and AQMD violations associated with the spray paint booth as noted above, the Planning Commission’s approval of the application would violate that goal, objective and policy.

FINDING NO. 5: Denying the application would promote the General Plan’s goals, objectives and policies regarding preservation and enhancement of existing neighborhoods’ quality and character. The Community Development Element of the General Plan establishes goals, objectives and policies regarding development, redevelopment and intensification of uses within the City. Policy P2 of Objective CD 4.1 of Goal CD 4 of the Community Development Element states in part that “existing neighborhoods should be preserved and protected against potential impacts related to . . . air quality and encroachment of incompatible commercial and industrial activities.” The Planning Commission finds that the spray paint booth and its related problems discussed above are incompatible with the surrounding neighborhood uses, and that denying the application would promote those goals, objectives and policies.

FINDING NO. 6: Denying the application would promote the General Plan’s objective of reducing the impact of industrial business on adjoining land uses. Objective CD 8.4 of the Community Development Element is to “reduce the impact of manufacturing/distribution and light industrial/flex businesses on adjoining land uses.” Policy P.1 to achieve that objective states in part that “neighborhoods should be protected from incompatible non-residential uses . . . to the greatest extent feasible.” Policy P.2 requires the City to consider mitigation of impacts on residential properties whenever light industrial uses are proposed. Policy P.3 states that “existing, non-conforming industrial uses should be phased out during the course of the General Plan.” Policy P.5 states that industrial uses should be regulated to minimize adverse impacts

on adjoining uses and areas. Policy P.9 requires the City to limit uses that, among other things, generate unacceptable levels of air pollution. Denial of the application would promote that objective and all of those policies.

WHEREAS, based on those findings of fact, the Planning Commission did on November 5, 2019, DENY the Applicant's request that the CUP be amended to allow the continued operation of the spray paint booth; and

WHEREAS, on November 20, 2019, the Applicant appealed that Planning Commission denial to this City Council; and

WHEREAS, due notice of a hearing relative to that appeal was published in the "Los Angeles Wave" newspaper on November 27, 2019 and mailed to surrounding properties and property owners within 1,000 feet of the subject site on November 27, 2019; and

WHEREAS, a full and fair public hearing was held before this City Council on December 10, 2019 to determine whether to affirm or reverse the Planning Commission's denial of the Applicant's request to amend the CUP to allow operation of the spray paint booth. At that hearing, this City Council heard testimony from the Applicant and all other members of the public appearing at the hearing to testify on the issue. At that hearing, this City Council also received a report from the City's Community Development Department recommending that the Planning Commission's denial of the application – which denial was based on conflicts between operation of the spray paint booth and the goals, objectives and policies of the City's General Plan – be affirmed by this City Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH GATE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

SECTION 2. The City Council does hereby **AFFIRM** the findings of fact noted above.

SECTION 3. The City Council does hereby **AFFIRM** the Planning Commission's November 5, 2019 **DENIAL** of Amendment No. 2 to Conditional Use Permit No. 334, which would have legalized an existing unpermitted a spray paint booth at the business known as Espinoza's Body Shop located at 8602 Long Beach Boulevard.

SECTION 4. The Applicant and all other operators of the business at that Property are hereby ordered and directed to immediately and permanently cease the use and operation of any spray paint booth and all other spray-painting activities at that Property.

SECTION 5. The Applicant and all other operators of the business at that Property are hereby ordered and directed to immediately and permanently remove said spray paint booth.

SECTION 6. The City Manager, the City’s Director of Community Development, and their respective designees are authorized to take such actions as may be necessary or appropriate to enforce and carry out the foregoing resolutions.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 10th day of December, 2019.

CITY OF SOUTH GATE:

By: _____
Belén Bernal, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

City of South Gate
PLANNING COMMISSION

AGENDA BILL

For the Regular Meeting of: **November 5, 2019**

Contract Planner:  Director Community Development: 
Rebecca Contreras *Joe Perez*

SUBJECT: REQUEST TO AMEND CONDITIONAL USE PERMIT NO. 334 TO ALLOW AN EXISTING SPRAYPAINT BOOTH AT AN AUTOMOBILE BODY AND FENDER REPAIR SHOP (ESPINOZA'S BODY SHOP) AT 8602 LONG BEACH BLVD.

PURPOSE: To consider a request to legalize an existing spray paint booth at an automobile body and fender repair shop located at 8602 Long Beach Blvd.

RECOMMENDED ACTIONS:

1. **CONDUCT** a public hearing;
2. **ACCEPT** the determination that this project is Categorical Exempt under Class 1 (Existing Facilities) Section 15301 of the California Environmental Quality Act;
3. **ADOPT** the findings as outlined in Resolution No. 2019-09, and
4. **DENY** Amendment No. 2 to Conditional Use Permit Amendment No. 334

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 originally posted and published in the "Los Angeles Wave" newspaper on October 3, 2019. In addition, notices were mailed to property owners and addresses located within 1,000 feet of the property. However, a Notice of Cancellation and Rescheduling was issued on October 9, 2019, stating that the meeting will be rescheduled for the November 5, 2019 meeting. In addition, notices were mailed to property owners and addresses located within 1,000 feet of the property. A Notice of hearing for the November 5, 2019 was posted and published in the "Los Angeles Wave" newspaper on October 24, 2019.

ENVIRONMENTAL EVALUATION: The project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301- Class 1 Existing Facilities of the CEQA Guidelines. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

ANALYSIS: The Planning Commission approved Conditional Use Permit No. 334 (CUP) on January 3, 1984, granting an automobile body and fender shop, without the use of spray paint booth. The original CUP No. 334 Minute Excerpt stated, that there was concern with where the spray painting would be done and the project Planner stated that there would not be a spray booth since the applicant would be required to comply with the Los Angeles County Fire Departments requirement of including a spray paint booth; therefore opting to do touch up paint work, but no spray painting. In addition to the original CUP, Amendment No. 1 to CUP No. 334 was approved on April 29, 1996 by the Planning Commission requesting a transfer of ownership to the applicant by the name of Arnulfo Espinoza, at which time no spray paint booth was mentioned.

On June 12, 2018, the Code Enforcement Division conducted a site inspection in response to a complaint which stated the site was emitting paint odor and fumes and identifies various sub-standard conditions. As a result of the inspection, the following violations were noted:

- No Building Permits issued for spray paint booth located within the building.
- Site had junk and debris.
- Exterior of building was deteriorating with chipped and peeling paint.
- Inoperable vehicles where located on the site.
- Signage was altered without obtaining a Sign Permit from the Planning Division or Building Division.

To date all violations have been addressed with the exception of the unpermitted spray booth located with the building.

Although there is no City record of when the spray booth may have been installed, the applicant has stated the spray paint both has existed for 16 years. Additionally, Staff has been in contact with the South Coast Air Quality Management District (AQMD) and determined that AQMD issued a Permit to Operate on September 9, 2002 to operate a spray Booth, which has Inactive status; and another Permit on October 7, 2008 to operate a spray paint booth, which currently has an Active status. The Conditions of Approval set further by the AQMD are as follows:

- This equipment shall be properly maintained and kept in good operation condition at all times.
- This spray booth shall not be operated unless all exhaust air passes through filter media at least two inches thick.
- A gauge shall be installed and maintained to indicate, in inches of water, the static pressure differential across the exhaust filters. In operation, the pressure differential shall not exceed 0.25 inch of water.
- The total quantity of Volatile Organic Compounds (VOC) emission discharged to the atmosphere from all permitted equipment and associated operation at the facility shall be less than 667 pounds in any calendar month. Associated operation shall include, but not limited to, surface preparation, equipment clean-up, and the application of any other materials to parts, or other items, that are subsequently processed in the permitted equipment; and,
- The operator shall comply with Rule 109 (Recordkeeping for VOC Emissions).

AQMD has no current complaints on file, but did issue a Notice to Comply on September 19, 2017 to provide Volatile Organic Compounds (VOCs) usage records used at the facility from January 2017 to September 2017, to maintain equipment in good operating order at all times, including having all filters installed at all times on the spray paint booth. A re-inspection was completed on May 18, 2018 in regard to the Notice to Comply and status has since been noted as In Compliance.

Property Description

The applicant is requesting to allow the addition of an unpermitted spray paint booth, measuring 13 foot by 23 foot located within the existing 2,302 square foot building. The property is located in the Corridor 2 (CDR2) Zone and has a General Plan designation of Long Beach Corridor (Sub Area 3).

The surrounding use to the north is the railroad right-of-way along Ardmore Avenue and Independence Avenue; to the west is a tire business followed by Long Beach Blvd.; to the south a 5th-8th grade charter school is currently under construction; and to the east is single-family residential. The 14,638 square foot parcel is separated with an iron fence creating areas for two (2) individual businesses. The project site, Espinoza's Body Shop, is located on the east end of the lot, with the building totaling 2,302 square feet; while the second building is located on the northwest corner of the lot, totaling 1,750 square feet and is occupied by Linares Tires.

Business Operation

Espinoza's Body Shop has been in operation for 23 years and solely provides body repair services. The hours of operation are 8:00 am to 6:00 pm with a total of four (4) employees.

Area Description

The project site is situated on Long Beach Boulevard and Ardmore Avenue. Long Beach Boulevard is the primary arterial roadway through the City and helps connect the City with the wider region. The corridor contains a mix of mostly commercial uses including drive-through restaurants, motels, nightclubs, used car lots and stand-alone commercial buildings with minimal setbacks. Many of the buildings are older and in need of significant renovation.

According to Chapter 11.21 Table 11.23-3, of the South Gate Municipal Code, vehicle repair is permitted with approval of a Conditional Use Permit (CUP). Any intensifications or additions to the use would also require a CUP or Amendment to the CUP. However, the South Gate General Plan Vision for the Long Beach Corridor is to transform the Corridor into an attractive urban environment with a diverse mix of uses in buildings that are 3 to 6 stories in height. Retail uses that are supported by the SGGP within the Corridor are Neighborhood Medium-High, Boulevard-Medium High and Open Space.

The City has a strong interest in achieving and maintaining a high level of design and residential supported uses in the Long Beach Corridor. However, the City also recognizes that potential land use impacts can result from the operation of an auto body repair shop, particularly as a potential source of pollution in the vicinity of other sensitive uses. Allowing the intensification of an auto body repair shop can have a negative effect on existing and future neighboring residential and school uses.

General Plan Conformance

The South Gate General Plan 2035 (SGGP) supports the improvement of business in the City. However, the project does not further the South Gate General Plan 2035; specifically the following Goals, Objectives and Policies of the SGGP:

Community Design Goal CD 7 - Revitalization of the City's Corridors- Objective CD 7.1 Policy 1 of the General Plan. The policy states that The City will convert major thoroughfares from single-use commercial corridors into mixed use boulevards with retail, office and residential uses. The allowance of a spray paint booth would intensify the existing auto body repair use, which, although permitted with a Conditional Use Permit, conflicts with policies of Goal 7 of the SGGP.

Community Design Goal CD 8 - Objective CD 8.2- Policy 1 of the General Plan encourages all housing and businesses should be adequately maintained and, where required, rehabilitated to protect

health and safety and to improve the visual appearance of the City. Although the auto body repair shop is currently permitted without the use of a spray booth and has worked to improve the exterior conditions of the site, allowing the paint spray booth will intensify and expand the capability of the existing auto body repair shop and potentially negatively affect the adjacent residential uses and future charter (5th-8th grade) school.

Community Design Goal CD 8 - Objective CD 8.4- The South Gate General Plan encourages the reduction a Manufacturing/Distribution and Light Industrial/Flex business have on adjoining land uses. Specifically, the following Polices:

- Policy 1-Neighborhoods should be protected from incompatible non-residential uses and disruptive traffic and other noise generating uses to the greatest extent feasible, and;
- Policy 5- Industrial uses should be regulated to minimize smoke, pollution, glare, excessive noise and other adverse impact on employees and on adjoining uses and areas.

An auto repair use is permitted without the approval of a Conditional Use Permit in Medium and Heavy Industrial zones, but requires approval of a Conditional Use Permit in the Light Industrial, Corridor 1 and Corridor 2 zones; and not permitted in any other zone. According to this objective, it is the City's responsibility to encourage minimizing a use that poses a nuisance to the neighboring residential use and future charter school, and has had a potential impact on air pollution and other zoning violations.

CONCLUSION: Although auto body repair is allowed with the approval of a Conditional Use Permit in the Corridor 2 Zone, the proposal to legalize the spray paint booth is an intensification that is not compatible with the City of South Gate General Plan 2035. Potential land use impacts can result from the intensification of the auto body shop, particularly health and safety concerns of the adjacent residential and school uses and encouraging the use of mixed use development. The proposal will not contribute to the Long Beach corridor beautification by enhancing the visual environment of South Gate's corridors. For these reasons, it is recommended that the Planning Commission deny this request for a Conditional Use Permit.

BACKGROUND:

Applicant:

Karla Espinoza
8602 Long Beach Blvd
South Gate, CA 90280

Property Address:

8602 Long Beach Blvd.
South Gate, CA 90280

Assessor's Parcel Number:

6204-017-032

Property Owner:

Medona Enterprises, Inc.
9451 Firestone Blvd., Suite B
Downey, CA 90241

Existing Zoning: Corridor 2 (CDR2)

General Plan Designation:

Long Beach Corridor (Sub Area 3).

Surrounding Land Uses:

North: Ardmore/Independence & Railroad Right-of-Way

East: Single-Family Residential

South: 5th-8th Grade Charter School (under construction) & Commercial

West: Tire Shop & Long Beach Blvd., followed by Commercial

- ATTACHMENTS:**
- A: Aerial and Location Map
 - B: Proposed Resolution No. 2019-09 (Denial)
 - C. Resolution No. 84-4, Minute Excerpt & Amendment No.1 Certification
 - D: Photo of Spray Paint Booth
 - E: Project Plans (Site, Floor & Elevations)
 - F: Notice of Exemption
 - G: Public Hearing Notices (Oct. 15 & Nov. 5) and Notice of Cancellation & Rescheduling

Attachment C

RESOLUTION NO. 2019-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DENYING AMENDMENT NO. 2 TO CONDITIONAL USE PERMIT NO. 334 TO LEGALIZE AN EXISTING SPRAY PAINT BOOTH AT AN AUTO BODY REPAIR SHOP LOCATED AT 8602 LONG BEACH BOULEVARD

WHEREAS, on June 3, 2019, Karla Espinoza (Espinoza's Body Shop), 8602 Long Beach Blvd., South Gate, CA 90280, filed an application for an Amendment No. 2 to Conditional Use Permit No. 334 ("CUP") to consider the legalization of an existing unpermitted spray paint booth at an automobile body and fender shop at 8602 Long Beach Blvd. (APN: 6204-017-032); and

WHEREAS, the original CUP allowing the use of the property as an automobile body and fender shop was approved by the Planning Commission on January 3, 1984. The minutes of the Planning Commission Meeting at which the CUP was approved indicated that the CUP was issued on the Planning Commission's express understanding that "there would not be any spray painting" at the property; and

WHEREAS, Amendment No. 1 to the CUP was approved on April 29, 1996 by the Planning Commission authorizing a transfer of the permit to Arnulfo Espinoza. At the time of that amendment, modification of the CUP to allow spray painting on the property was neither requested by the applicant nor granted by the Planning Commission; and

WHEREAS, the surrounding use to the north is the railroad right-of-way along Ardmore Avenue and Independence Avenue; to the west is a tire business followed by Long Beach Blvd.; to the south a 5th-8th grade charter school is currently under construction; and to the east are single-family residential homes. The 14,638 square foot parcel is separated with an iron fence creating areas for two (2) individual businesses. The site to which the CUP applies, Espinoza's Body Shop, is located on the east end of the lot, within a building totaling 2,302 square feet; while a second building is located on the northwest corner of the lot, totaling 1,750 square feet and is occupied by Linares Tires; and

WHEREAS, according to the applicant, the unpermitted spray paint booth which is the subject of this Resolution was installed at least seventeen (17) years ago in 2002 and has been used regularly by the applicant since that time; and

WHEREAS, although the South Coast Air Quality Management District ("AQMD") was aware of the existence of the spray paint booth and issued air quality permits for it in 2002 and 2008, those air quality permits do not constitute City of South Gate Conditional Use Permits, and AQMD never advised the City of the existence of the spray paint booth so that the City could ensure compliance of the spray paint booth with the City's own permit requirements; and

WHEREAS, the City did not become aware of the existence of the spray paint booth until June 12, 2018, when the Code Enforcement Division conducted a site inspection in response to a complaint which stated the site was emitting paint odor and fumes. As a result of that site inspection, the Code Enforcement Division identified various sub-standard conditions

and the following violations of South Gate City Ordinances:

- No Planning Department & Building & Safety Permits were issued for spray paint booth located within the building.
- Site had junk and debris.
- Exterior of building was deteriorating with chipped and peeling paint.
- Inoperable vehicles were located on the site.
- Signage was altered without obtaining a Sign Permit from the Planning Division or Building Division; and

WHEREAS, to date all of those violations have been addressed with the exception of the unpermitted spray booth located with the building; and

WHEREAS, AQMD has no current complaints on file with respect to the spray paint booth, but did issue a Notice to Comply on September 19, 2017 to provide Volatile Organic Compounds (VOCs) usage records for the facility from January 2017 to September 2017, to maintain equipment in good operating order at all times, including having all filters installed at all times on the spray paint booth. A re-inspection was completed by AQMD on May 18, 2018 in regard to the Notice to Comply and status has since been noted as In Compliance with AQMD air quality regulations; and

WHEREAS, soon after the City discovered the spray paint booth in June of 2018, the City directed the applicant to immediately cease operation of the spray paint booth; and

WHEREAS, applicant has continued to operate the spray paint booth despite the City's repeated demands that applicant cease doing so; and

WHEREAS, as noted above, applicant applied on June 3, 2019 for an amendment to the CUP which would specifically allow the use of the spray paint booth at the site; and

WHEREAS, due notice of a hearing relative to that application was published in the "Wave" on October 3, 2019 and mailed to surrounding properties and property owners within 1,000 feet of the subject site on October 1, 2019; and

WHEREAS, a Notice of Cancellation and Rescheduling was issued on October 9, 2019, stating that the hearing was rescheduled to the November 5, 2019 Planning Commission meeting. In addition, notices were mailed to property owners and addresses located within 1,000 feet of the property. A Notice of hearing for the November 5, 2019 was posted and published in the "Los Angeles Wave" newspaper on October 24, 2019; and

WHEREAS, a full and fair public hearing was held before this Planning Commission on November 5, 2019 to determine whether to approve or deny the application to amend the CUP to allow operation the spray paint booth. At that hearing, this Planning Commission heard testimony from the applicant in support of the application, and heard testimony from a neighboring resident in opposition to the application. At that hearing, this Planning Commission also received a report from the City's Community Development Department recommending denial of the application based on conflicts between operation of the spray paint booth and the goals, objectives and policies of the City's General Plan.

Having considered the facts and testimony, the Planning Commission of the City of South Gate hereby makes the following **FINDINGS OF FACT**:

FINDING NO. 1: Denying the application would promote the South Gate General Plan's goals, objectives and policies regarding the general health and well-being of South Gate residents. The Healthy Community Element of the General Plan establishes goals, objectives and policies regarding public health. Goal HC 1 of that Element is "high levels of health and well-being for all residents." The General Plan's Policy P 1 for achieving that goal is "improving the overall health conditions in South Gate will be a priority for the City." Policy P.2 relative to that goal states in part that "the City should promote and maintain the health and safety of the public through its direct actions." By granting the application and allowing the continued operation of a spray paint booth which has proven to be ineffective in preventing paint odors from escaping the subject property, such that occupants of the adjacent residential neighborhood are subjected to health concerns, this Planning Commission would be violating those goals, objectives and policies.

FINDING NO. 2: Denying the application would promote the General Plan's policy of encouraging local employers to adopt healthy programs and practices. Policy P.5 of Objective HC 1.4 of the General Plan's Healthy Community Element states "the City will encourage local employers to adopt health living/healthy employee programs and practices." By granting the application and condoning the use of a spray paint booth which has been operated for the past 17 years without regard to City ordinances and which has a history of AQMD violations, City Code violations, and public complaints, the Planning Commission would not encourage healthy practices by the applicant, a local employer, and would therefore be violating this policy of the General Plan.

FINDING NO. 3: Granting the application would conflict with the General Plan's policy of promoting school safety. Policy P.5 of Objective HC 4.2 of the General Plan's Healthy Community Element provides in part that "to the extent possible, the City will prioritize safety . . . around schools . . .". Because the proximity of the currently unpermitted spray paint operations to the adjacent charter school will expose students, teachers, school administrators and school employees to paint odors emanating from the subject property, the Planning Commission's approval of the application would not prioritize school safety and would therefore conflict with this policy.

FINDING NO. 4: Granting the application would conflict with the General Plan's objectives and policies regarding air pollution. Goal HC 7 of the General Plan's Healthy Community Element is "high levels of air quality and improved respiratory health throughout the City." Objective HC 7.3 is to "reduce air pollution from stationary sources." Policy P.4 under that objective states that "the City shall minimize stationary source pollution through the following: ensure that industrialized commercial land uses are meeting existing South Coast Air Quality Management District air quality thresholds by adhering to established rules and regulations" and "reduce exposure of the City's sensitive receptors to poor air quality nodes through smart land use decisions." Because of the air-quality problems and AQMD violations associated with the spray paint booth as noted above, the Planning Commission's approval of the application would violate that goal, objective and policy.

FINDING NO. 5: Denying the application would promote the General Plan's goals, objectives and policies regarding preservation and enhancement of existing neighborhoods' quality and character. The Community Development Element of the General Plan establishes goals, objectives and policies regarding development, redevelopment and intensification of uses within the City. Policy P2 of Objective CD 4.1 of Goal CD 4 of the Community Development Element states in part that "existing neighborhoods should be preserved and protected against potential impacts related to . . . air quality and encroachment of incompatible commercial and industrial activities." The Planning Commission finds that the spray paint booth and its related problems discussed above are incompatible with the surrounding neighborhood uses, and that denying the application would promote those goals, objectives and policies.

FINDING NO. 6: Denying the application would promote the General Plan's objective of reducing the impact of industrial business on adjoining land uses. Objective CD 8.4 of the Community Development Element is to "reduce the impact of manufacturing/distribution and light industrial/flex businesses on adjoining land uses." Policy P.1 to achieve that objective states in part that "neighborhoods should be protected from incompatible non-residential uses . . . to the greatest extent feasible." Policy P.2 requires the City to consider mitigation of impacts on residential properties whenever light industrial uses are proposed. Policy P.3 states that "existing, non-conforming industrial uses should be phased out during the course of the General Plan." Policy P.5 states that industrial uses should be regulated to minimize adverse impacts on adjoining uses and areas. Policy P.9 requires the City to limit uses that, among other things, generate unacceptable levels of air pollution. Denial of the application would promote that objective and all of those policies.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of South Gate, pursuant to the findings of fact noted above, does hereby deny Amendment No. 2 to Conditional Use Permit No. 334 to legalize the installation of a spray paint booth at an existing auto body and fender repair business located at 8602 Long Beach Boulevard.

This Resolution was adopted by the following vote at the Planning Commission meeting of November 5, 2019


AYES: **4 (Delgado, Hurtado, Perez, Velasquez)**

NOES: **0**

ABSENT: **0**

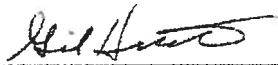
NOT VOTING: **1 (Masushige)**

PASSED, APPROVED and ADOPTED this 5th of November, 2019.



Joe Perez
Secretary
City Planning Commission

APPROVED:



Gil Hurtado
Chairperson
City Planning Commission

Attachment D

Karla Espinoza
Espinoza's Body Shop
8602 Long Beach Boulevard
South Gate, CA 90280

South Planning Commission
8650 California Ave.
South Gate, Ca 90280

November 20, 2019

Re: Amendment No.2 to Conditional Use Permit No. 334


To Whom It May Concern:

I, Karla Espinoza, owner of Espinoza's Body Shop, would like to appeal the decision given of the Planning Commission meeting on November 5, 2019, denying Amendment No. 2 to CUP No. 334. By permitting a spray booth on site, it will enclose any lingering fumes, reducing air pollution, and therefore diminishing health and safety concerns. The booth was professionally installed and The South Coast Air Quality Management District, also using the acronym South Coast (AQMD), has never found any violations on site. Lastly, I would like to inform that Planning Commission sent out letters to houses found at a 1000 ft radius from site and there was only one person who responded. I am requesting a conditional use permit because the law allows me to be able to use up to a gallon of paint per day without repercussions. But painting in a booth is the responsible and contained way to paint, and like mentioned above, AQMD has never found any violations in my business.

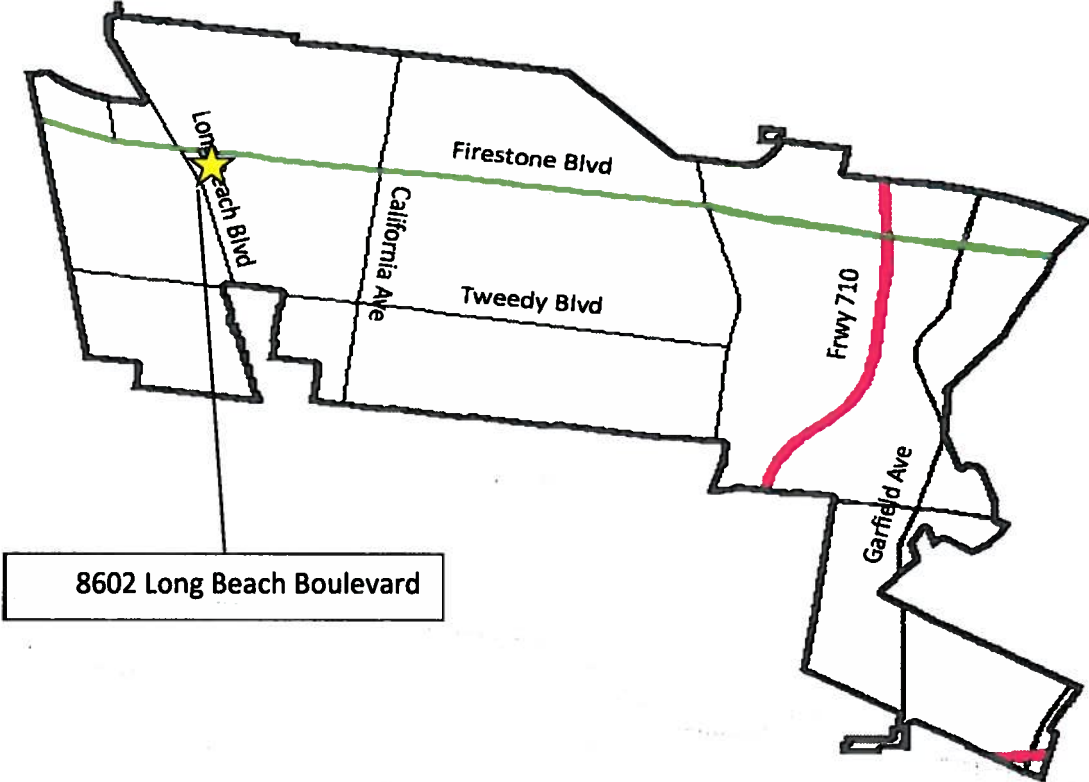
Sincerely,

Espinoza's Body Shop-
Karla Espinoza Owner



11/20/19


Attachment E



8602 Long Beach Boulevard



Espinoza Body Shop— Paint Spray Booth
8602 Long Beach Blvd.

Attachment F

GENERAL NOTES:

CONTRACTOR & SUBCONTRACTOR SHALL VISIT THE SITE & THOROUGHLY FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS & BY SUBMITTING A BID, EACH CONTRACTOR & SUBCONTRACTOR ACCEPTS THE CONDITIONS UNDER WHICH HE/SHE WILL BE REQUIRED TO WORK.

THE CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA & FEDERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING CALIFORNIA ADMINISTRATIVE CODE:

CODE INFORMATION COMPLIANCE AND LOCAL AMENDMENTS

- TITLE 24 BUILDING STANDARDS
- 2016 CALIFORNIA MUNICIPAL CODE
- 2016 CALIFORNIA ELECTRICAL CODE
- 2016 CALIFORNIA ELECTRICAL CODE
- 2016 CALIFORNIA MECHANICAL CODE
- 2016 CALIFORNIA PLUMBING CODE
- 2016 CALIFORNIA ENERGY CODE
- 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

IN THE EVENT OF CONFLICT, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.

ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS & THE ACTUAL SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.

THESE DRAWINGS MAY NOT BE TO SCALE AND ARE FOR ILLUSTRATION PURPOSES ONLY. THE CONTRACTOR IS REQUIRED TO VERIFY DIMENSIONS AND CONDITIONS IN THE FIELD. EACH CONTRACTOR & EACH SUBCONTRACTOR SHALL ALSO MAKE RESPONSIBLE FOR THEIR ACCURACY.

DIMENSIONS TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS SECTIONS & DETAILS.

CONTRACTOR SHALL PROVIDE SANITARY FACILITIES DURING CONSTRUCTION.

OPENINGS SHALL NOT BE PLACED IN BEAMS, JOIST, COLUMNS, BEARING WALLS, UNLESS SPECIFICALLY DETAILED OR NOTED ON THE STRUCTURAL DRAWINGS. BEFORE PROCEEDING WITH THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN DRAWINGS BY OTHERS SHOW OR REQUIRED SUCH OPENINGS, CHASES, ETC.

THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL TRASH, WASTE, RUBBISH & DEBRIS RESULTING FROM HIS/HER WORK AND/OR OPERATION.

MATERIALS DELIVERED TO THE CONSTRUCTION SITE SHALL BE PROTECTED FROM RAIN OR OTHER SOURCES OF MOISTURE.

LIABILITY NOTES:

TO THE BEST OF MY KNOWLEDGE THESE PLANS ARE DRAWN TO COMPLY WITH OWNERS AND/OR BUILDERS SPECIFICATIONS AND ANY CHANGES MADE ON THEM AFTER PRINTS ARE MADE WILL BE DONE AT THE OWNERS AND/OR BUILDERS EXPENSE AND RESPONSIBILITY. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ENCLOSED DRAWING. T.D. CONCEPT IS NOT LIABLE FOR ERRORS ONCE CONSTRUCTION HAS BEGUN. WHILE EVERY EFFORT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE MAKER CAN NOT GUARANTEE AGAINST HUMAN ERROR. THE CONTRACTOR OF THE JOB MUST CHECK ALL DIMENSIONS AND OTHER DETAILS PRIOR TO CONSTRUCTION AND BE SOLELY RESPONSIBLE THEREAFTER.

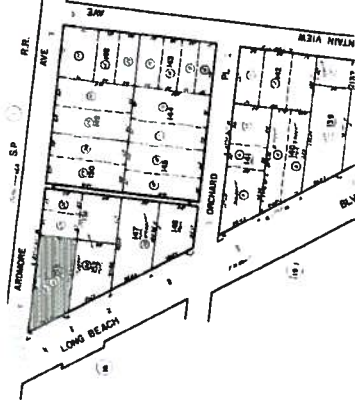
SEPARATE PERMITS:

PLUMBING, MECHANICAL, & ELECTRICAL WORK.

PROJECT SITE INFO:

10311 PALMDORNE AVE
TOWNSHIP CA 90241
APRIL # 6024-017-010
OCCUPANCY
ZONING
ONE STORY BUILDING
TYPE OF CONSTRUCTION
RESIDENTIAL NO
USE COMMERCIAL BODY SHOP
TRACT # 3333
LOT 573

VICINITY MAP:



BUILDING AREA ANALYSIS

EXISTING AREA
EXISTING BUILDING (LUMBER TRUCK)
EXISTING BUILDING (ESPINOZA BODY SHOP)
EXISTING SHED
1,750 SQ. FT. (approx)
2,302 SQ. FT. (approx)
260 SQ. FT.

SCOPE OF WORK

EXISTING PROPERTY AS BUILT

INDEX

- T-1 TITLE SHEET
- A-1-1 EXISTING SITE & FLOOR PLAN
- A-1-2 EXISTING ELEVATIONS

PROFESSIONAL SEAL
DESIGN
CONCEPTS
JAMES ESPINOZA, INC. AND
ASSOCIATES, INC.
2523 Telegraph Rd. Los Angeles, CA
90027
Tel: (800) 494-8008
Fax: (800) 891-8078

DATE	12/20/19 10:28 PM
REVISION	
1	
2	
3	
4	

ASSESSOR # 6204-017-032
AS BUILT

PROJECT INFORMATION
JOB ADDRESS: 6022 LONG BEACH BLVD
SOUTH GATE CA 90260

JOB NO: 19-037
DRAWN BY: J.E.
DATE: Jun 2019



FLOOR
DESIGN
CONCEPTS
you dream it we will
make it true

3023 Telegraph Rd. Los Angeles, CA
90008
Tel: (323) 475-8300
Fax: (323) 475-8375

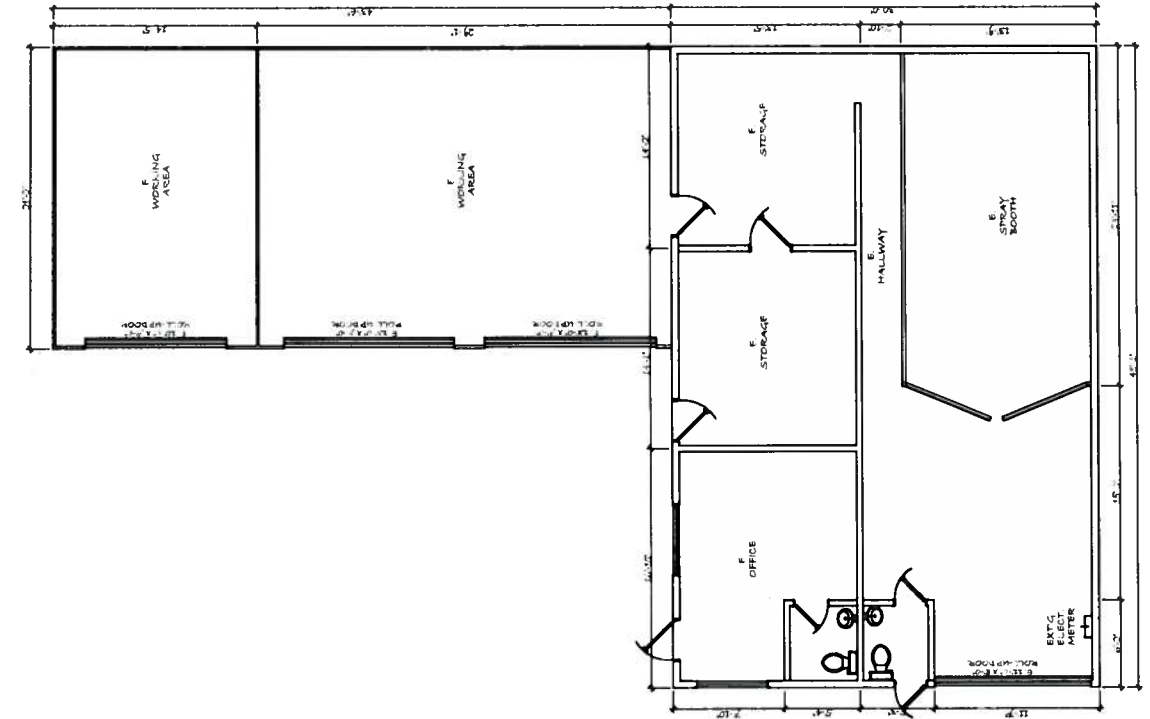
DATE	DESCRIPTION
07/2019	AS BLDG PLAN

ASSESSOR # : G204-017-032
AS BLDG

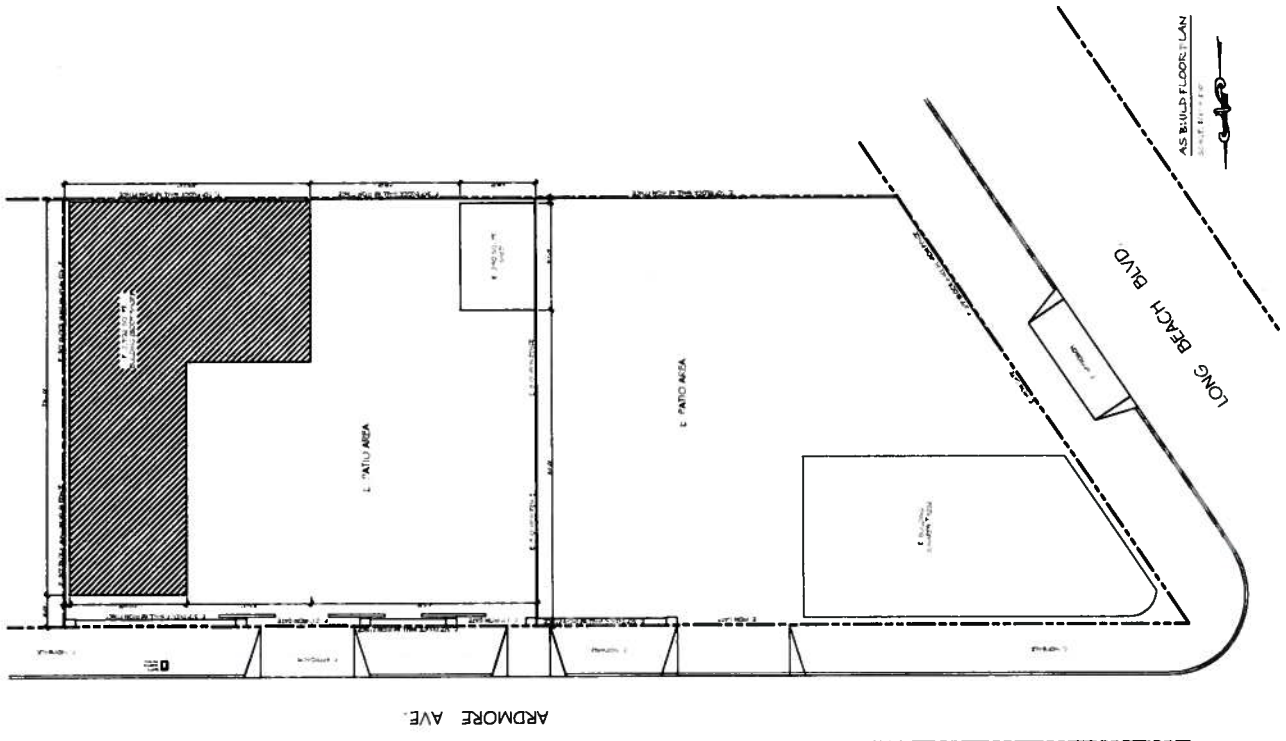
JOB ADDRESS: 8602 LONG BEACH BLVD
SOUTH GATE CA 90280
EXISTING SITE # 9, R. FLOOR PLAN
SCALE 1/8" = 1'-0"

JOB NO. 19-037
DRAWN BY: J.F.
DATE JUN. 2019

A-1.1



AS BUILD FLOOR PLAN
SCALE 1/4" = 1'-0"



AS BUILD FLOOR PLAN
SCALE 1/4" = 1'-0"



ARCHITECTURE
DESIGN CONCEPTS

John Anthony At one with
 another at two

5051 Telegraph Hill, Los Angeles CA
 90027

Design and/or license from:
 City of Los Angeles
 14000 Broadway
 PM 90021 878 8275

6/7/2019 7:52:28 PM

DATE

REVISION

ASSESSOR # 6204 017 032
 AS BUILD

DATE

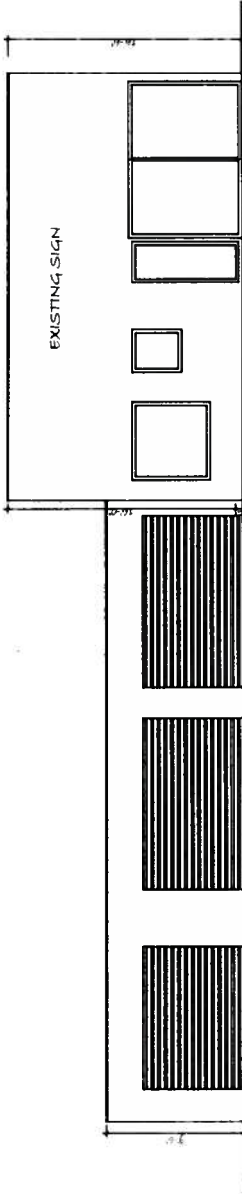
JOB ADDRESS: 8602 LONG BEACH BLVD
 SOUTH GATE CA 90280
 ELEVATIONS
 10/15/18 11:11 AM

JOB NO. 19-057

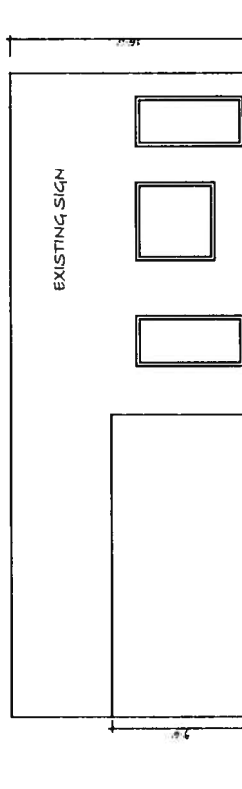
DRAWN BY: J.A.

DATE: Jun 2019

A-1.2



WEST ELEVATION
 SCALE 3/4" = 1'-0"



NORTH ELEVATION
 SCALE 3/4" = 1'-0"

Attachment G



NOTICE OF EXEMPTION

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

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

Project Title and Location (including county):

Amendment No. 2 to Conditional Use Permit No. 334
8602 Long Beach Blvd, South Gate, Los Angeles County, CA 90280

Project Description:

Amendment no. 2 to Conditional Use Permit No. 334 to install a spray paint booth at an existing automobile body and fender repair shop.

Name of Public Agency Approving Project:

City of South Gate - Community Development Department

Name of Person/Agency Carrying Out Project:

Joe Perez - Community Development Director

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
- Statutory Exemption: Section: _____ Class: _____


Reasons why project is exempt:

This project is Categorically Exempt under Class 1 Existing Facilities Section 15301 of the California Environmental Quality Act. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Lead Agency Contact Person and Phone Number:

Rebecca Contreras, Contract Planner
323-563-9514
rcontreras@sogate.org

Prepared and filed by the South Gate Community Development Department by:



Signature

Rebecca Contreras, Contract Planner

Printed Name and Title

10/15/19

Date

**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 Amendment No. 2 to Conditional Use Permit No. 334.

DATE OF HEARING: Tuesday, December 10, 2019

TIME OF HEARING: 6:30 pm

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

PROJECT LOCATION: 8602 Long Beach Blvd, South Gate, CA 90280

PROJECT DESCRIPTION: Proposed Amendment No. 2 to Conditional Use Permit No. 334 to allow the addition of an unpermitted spray paint booth at an existing automobile body shop located in the Corridor 2 (CDR2) Zone.

ENVIRONMENTAL REVIEW: This project is Categorically Exempt under Class 1 Existing Facilities Section 15301 of the California Environmental Quality Act. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

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

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

Contact: Rebecca Contreras, Contract Planner
Phone: 323-563-9514
E-mail: rcontreras@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 323-563-9514.

Published: November 27, 2019

RECEIVED

DEC 4 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:30am

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: AGREEMENT WITH THE CONSERVATION CORP OF LONG BEACH FOR A YOUTH EMPLOYMENT INTERNSHIP PROGRAM

PURPOSE: To approve an agreement for part-time interns at the City's parks.

RECOMMENDED ACTIONS:

- a. Approve Agreement with the Conservation Corp of Long Beach for a Youth Employment Internship Program (Program) to provide part-time interns with jobs within the City's Parks & Recreation Department for a six month term, in an amount not to exceed \$60,000;
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Authorize the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this Program.

9/21/19

FISCAL IMPACT: Funds, in the amount of \$60,000, were included in the Fiscal Year 2019/20 budget for this Program in Account Number 100-202-12-6101 (General Fund - Intern Program - Professional Services).

ANALYSIS: At times when the economy is good, the City has difficulty recruiting qualified candidates into part-time positions in less appealing positions such as custodial and grounds maintenance. Although there remains a sizable untapped workforce of youth who remain unemployed due to lack of education or opportunity, the City is challenged to provide these individuals with the basic job skills required for employment.

Through our past experience with the CCLB, they have proven their organization to be extremely capable in reaching disadvantaged youth in our community, involving them in their organization and providing training and educational resources. By combining our youth employment efforts with programs and positions that both support our Parks maintenance efforts, and also provides a clear path to future employment for these youth, we provide an efficient and effective solution to both problems.

BACKGROUND: For the last three fiscal years, the City Council has designated funding for Youth Employment opportunities which have been managed by the Parks & Recreation Department. One of the most successful programs in addressing youth who have either dropped out of school or for other reasons, cannot find employment, has been the Conservation Corp of Long Beach.

The CCLB has a long history of providing employment for young adults ages 18 to 25 while also providing job training, life skills and requiring CCLB members to complete their education. The CCLB has served the South East Los Angeles area for over 30 years.

Because of these summer youth employment programs, CCLB has recruited 35 youth from South Gate that have continued with the CCLB after the summer program has ended. Several of the youth have gone on to receive full-time employment with the City of Long Beach or County of Los Angeles Parks Departments. Staff believes that the City could likewise benefit from such a relationship. The CCLB also partners with the SEIU to support the training of these future City employees and Union members.

The City Council approved staff's recommendation to contract the CCLB on a year round basis for Fiscal Year 2019/20 rather than only during the summer months to provide additional assistance to existing Parks staff. In addition, the year round Program will promote an avenue of employment for the youth who join the CCLB and live in South Gate to possibly obtain employment with the City.

It is important to note that these interns will not be replacing full-time nor part-time City employees and are being placed to increase their usable knowledge in areas that can lead to full-time employment opportunities. Staff believes that by using the Youth Employment funding with an agency that has a proven track record, in a manner that supports our parks and promotes potential new, well trained City employees in the future is a very efficient use for these funds.

The proposed agreement attached has been negotiated with the CCLB to manage the Program. The agreement is for an amount not to exceed \$60,000, which is the amount that was budgeted. CCLB will handle all payroll, insurance and other costs related to the interns. City staff's only responsibility will be to train and supervise the interns while working at the Park. CCLB has assured staff that they can provide adequate interns to utilize the allotted intern hours from January through June of 2020.

ATTACHMENT: Proposed Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of December 10, 2019, by and between the City of South Gate (hereinafter referred to as the "City"), and Conservation Corp of Long Beach (hereinafter referred to as the "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the unique services required under this agreement.

B. The City desires to retain a qualified provider for certain services relating to Operation of a Youth Employment Development program

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on January 1, 2020 and will remain in effect for a period of six (6) months from said date or until all work specified in the attached scope of work is accepted as complete by the City, whichever comes first, unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The Director of Parks & Recreation, or his/her designee (Director), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the Director of Parks & Recreation, or his/her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be \$60,000. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Director of Parks & Recreation or his/her designee.

4.1 The Consultant shall submit to the City, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the Director or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

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

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

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

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

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

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant agrees to and shall indemnify, hold harmless and defend (with counsel selected by the City) the City of South Gate and its officers, councilmembers, elected officials, agents, servants and employees from any and all claims and losses whatsoever occurring or resulting to or from, arising out of or in any way connected with Consultant's work. Consultant's obligation to indemnify, defend and save harmless the City of South Gate and its respective officers, councilmembers, elected officials, agents, servants and employees, as stated hereinabove, shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City of South Gate, and its respective officers, councilmembers, elected officials, agents, servants and employees, in connection with any such claims, losses, lawsuits or actions arising from or relating to the death of any person or any accident, injury, loss, or damage whatsoever to person or property which shall be directly or indirectly caused by any acts, errors or omissions of Consultant or its agents, servants, employees, or contractors. Consultant shall not be responsible for (and this indemnity

shall not apply to) such matters to the extent they are solely caused by any negligent acts, errors, or omissions of the City or its respective agents, servants or employees or caused by the willful misconduct of City of South Gate's agents, servants or employees..

6.6 Compliance With Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments. Those youth participating in the program shall be considered employees of the consultant. The Consultant shall be responsible for ensuring that all current employment laws and standards are adhered to in providing services and within the vendors' relationship with the participants.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

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

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

6.9 Legal Construction.

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

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

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

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

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

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

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

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

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

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

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

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

TO CONSULTANT: Dan Knapp
Executive Director
Conservation Corp of Long
Beach
340 Nieto Avenue
Long Beach, California 90814
TEL (562) 986-1249
EMAIL dknapp@cclb-
corps.org

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

6.21 Consultation With Attorney. CONSULTANT warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.22 Interpretation Against Drafting Party. CITY and CONSULTANT agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the agreement shall be construed against either party solely because that party drafted all or a portion of the agreement, or the clause at issue.

This Agreement is executed on this 10th day of December 2019, at South Gate, California, and is effective on January 1, 2020.

CITY OF SOUTH GATE:

M. Belen Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

CONSULTANT:

Dan Knapp, Executive Director

Date: _____

RECEIVED

DEC 4 2019

City of South Gate
CITY COUNCIL

Item No. 8

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

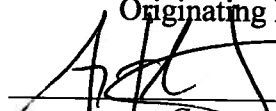
3:15pm

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: AGREEMENT WITH ORTIZ ENTERPRISES INC., FOR THE CONSTRUCTION OF THE RETAINING WALL NO. 945 AND SOUNDWALL NO. 949, CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST, AND THE CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST

PURPOSE: As a part of the I-710 Corridor Project, Metro awarded the City \$8,900,000 in Early Action Program funds to construct the I-710 Soundwall Project. This Project will construct soundwalls to mitigate freeway noise impacting Thunderbird Villas. Staff advertised the Project through a competitive bid process and a construction contract is needed to implement it.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Ortiz Enterprises, Inc., for the Construction of the Retaining Wall No. 945 and Soundwall No. 949, Caltrans Contract 07-298014, City Project No. 587-ST, and the Construction of Soundwall No. 935 and No. 937, City Project No. 547-ST in an amount not-to-exceed \$6,692,129;
- b. Authorize the City Manager to approve up to \$750,000 in construction change orders to be funded with construction contingency funds; and
- c. Authorize the Mayor to execute an agreement in a form acceptable to the City Attorney

FISCAL IMPACT: There is no impact to the General Fund. The Project budget is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds, in Account No. 311-790-31-9571. Project implementation is planned to be funded as summarized below:

Project Budget	Measure R Funds
Construction Contract	\$6,692,129
Construction Contingency	\$750,000
Construction Management Services	\$900,000
Project Management (City Staff)	\$150,000
Right-of-Way Costs	\$150,000
Miscellaneous Services	\$100,000
Project Contingency	\$157,871
Total	\$8,900,000

ALIGNMENT WITH COUNCIL GOALS: The Soundwall Project meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2018/19 Work Program is, to "Continue working with Metro to complete construction of the I-710 Corridor Soundwall."

ANALYSIS: The Soundwall Project was bid through a competitive process. Ortiz Enterprises, Inc., submitted the lowest responsible and responsive bid at \$6,692,129 and is therefore deemed to be the lowest bidder.

BACKGROUND: The Soundwall Project is a part of the Capital Improvement Program. The project entails installing two soundwalls adjacent to the Thunderbird Villas. One will be installed on Frontage Road, while the other will be installed on the I-710 Freeway embankment. The soundwall will serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements include a pedestrian path, landscaping, irrigation and peripheral improvements.

A construction contract is needed to implement the Soundwall Project. On July 18, 2019, staff advertised the Notice Inviting Bids for construction on the City's website and trade publications, such as the Construction Bid Board and others. On September 10, 2019, three bids were received and were opened by the City Clerk in a public forum. The summary of the bids follows:

Rank	Contact	Bid
1.	Ortiz Enterprises, Inc., Irvine, CA	\$6,692,129
2.	C.S. Legacy Construction, Ontario, CA	\$7,869,255
3.	Metro Builders & Engineers Group., Newport Beach, CA	\$8,700,111

Ortiz Enterprises Inc. (Ortiz) is the lowest, responsible bidder. Ortiz has over 33 years in construction experience and has completed over \$211 million worth of construction work. For the last few years, Ortiz has completed three major structural projects for Caltrans and SANBAG (San Bernardino Association of Governments). Staff contacted listed references and received positive commentary. The company has the capacity and experience to perform the work required under the bid solicitation. As such, staff is recommending awarding the construction of the Soundwall Project to Ortiz.

Weather permitting, construction is planned to begin in March 2020 and be completed in 16 months.

ATTACHMENTS: A. Proposed Agreement
B. Bid Summary
C. Location Map

ES:lc

AGREEMENT FOR THE CONSTRUCTION OF THE OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949, CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST; AND THE CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST, BETWEEN THE CITY OF SOUTH GATE AND ORTIZ ENTERPRISES INC.

This Agreement for the construction of the of retaining wall No. 945 and soundwall No. 949, Caltrans contract 07-298014, City project No. 587-ST; and the construction of soundwall No. 935 and No. 937, City project No. 547-ST (“Agreement”), is made and entered into on December 10, 2019, by and between the City of South Gate, a municipal corporation (“City”), and Ortiz Enterprises Inc., a California corporation, License No. 467088 (“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

THE PROJECT

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 Construction of the of retaining wall No. 945 and soundwall No. 949, Caltrans Contract 07-298014, City project No. 587-ST; and the construction of soundwall No. 935 and No. 937, City project No. 547-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 **Six Million Six Hundred Ninety Two Thousand One Hundred Twenty Nine and Zero Cents (\$6,692,129.00)** as 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 **Three Hundred (300) 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 is effective on December 10, 2019.

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: _____
Belén Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney



ORTIZ ENTERPRISES INC.:

By: _____
Patrick Ortiz, 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: _____

CONTRACTOR:
ORTIZ ENTERPRISES INC.

By: _____
Patrick Ortiz, President

ATTEST:

By: _____
Signature

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, South Gate Housing Authority, and 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: \$5,000,000 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: \$5,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$5,000,000 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.

**CONSTRUCTION OF THE OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949,
CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST; AND THE
CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-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 Ortiz Enterprises Inc. ("Contractor" herein) a Contract for:

**CONSTRUCTION OF THE OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949,
CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST; AND THE
CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-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 **Six Million Six Hundred Ninety Two Thousand One Hundred Twenty Nine and Zero Cents (\$6,692,129.00)** 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.

**CONTRACTOR:
ORTIZ ENTERPRISES INC.**

By: _____
Patrick Ortiz

Title: _____
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

**CONSTRUCTION OF THE OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949,
CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST; AND THE
CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST**

100% PAYMENT BOND

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

**CONSTRUCTION OF THE OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949,
CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST; AND THE
CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-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 **Six Million Six Hundred Ninety Two Thousand One Hundred Twenty Nine and Zero Cents (\$6,692,129.00)** 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 _____, 2019.

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

**CONTRACTOR:
ORTIZ ENTERPRISES INC.**

By: _____
Patrick Ortiz, 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

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

_____ being first duly sworn, deposes and says that he is
_____ of _____ (sole owner, a
partner, president, etc.) _____ the party making the foregoing bid,
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization or corporation, that such bid is genuine and not collusive or
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said
bidder has not in any manner, directly or indirectly, sought by agreements, communication or
conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the
overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any
advantage against the public body awarding the Contract or anyone interested in the proposed
Contract; that all statements contained in such bid are true and, further, that said bidder has not,
directly or indirectly, submitted his bid price, or any breakdown thereof, or the contents thereof,
or divulged information or data relative thereto, or paid and will not pay any fee in connection
therewith to any corporation, partnership, company, association, organization, bid depository or to
any member or agent thereof, or to any other individual, except to such person or persons as have
a partnership or other financial interest with said bidder in their general business.

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

(Attach Notary Certificate)

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Ortiz Enterprises Inc., 6 Cushing, Suite 200 Irvine, CA 92618		C.S. Legacy Construction, Inc. 1704 Unit B.S. Grove Ave Ontario, CA 91761		Metro Builders & Engineers Group, Ltd. 2610 Avon Street Newport Beach, CA 92663	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Construction of retaining Wall No. 945 and Soundwall No. 949 Along the West Frontage Road From miller Way to Southern Avenue, Caltrans Contract 07-298014; City Project No. 587-ST and Construction of Soundwall No. 935 and No. 937 Along the West Frontage Road from Miller Way to Southern Avenue City Project No. 547-ST									
BID OPENING: September 10, 2019 at 3:00 PM									
1	LEAD COMPLIANCE PLAN	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,656.00	\$ 4,656.00	\$ 1,875.00	\$ 1,875.00
2	DEVELOP WATER SUPPLY	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 48,277.00	\$ 48,277.00	\$ 18,750.00	\$ 18,750.00
3	CONSTRUCTION AREA SIGNS	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 6,170.00	\$ 6,170.00	\$ 12,500.00	\$ 12,500.00
4	TEMPORARY RAILING (TYPE K)	LF	1,220	\$ 40.00	\$ 48,800.00	\$ 49.00	\$ 59,780.00	\$ 68.75	\$ 83,875.00
5	TEMPORARY CRASH CUSHION MODULE (ARRAY TS 11)	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 1,007.00	\$ 1,007.00	\$ 18,750.00	\$ 18,750.00
6	JOB SITE MANAGEMENT	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 348,429.00	\$ 348,429.00	\$ 537,500.00	\$ 537,500.00
7	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 2,912.00	\$ 2,912.00	\$ 12,500.00	\$ 12,500.00
8	TEMPORARY CHECK DAM	LF	900	\$ 7.00	\$ 6,300.00	\$ 6.82	\$ 5,958.00	\$ 4.40	\$ 3,960.00
9	TEMPORARY FIBER ROLL	LF	5,400	\$ 6.00	\$ 32,400.00	\$ 3.24	\$ 17,486.00	\$ 3.34	\$ 18,036.00
10	TEMPORARY CONSTRUCTION ENTRANCE	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 6,283.00	\$ 6,283.00	\$ 12,500.00	\$ 12,500.00
11	STREET SWEEPING	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 42,487.00	\$ 42,487.00	\$ 31,250.00	\$ 31,250.00
12	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 5,823.00	\$ 5,823.00	\$ 11,875.00	\$ 11,875.00
13	REMOVE TREE AND STUMP	EA	7	\$ 2,000.00	\$ 14,000.00	\$ 3,328.00	\$ 23,296.00	\$ 4,375.00	\$ 30,625.00
14	REMOVE ROCK SLOPE PROTECTION	CY	3	\$ 700.00	\$ 2,100.00	\$ 490.00	\$ 1,470.00	\$ 1,250.00	\$ 3,750.00
15	CLEARING AND GRUBBING	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 20,691.00	\$ 20,691.00	\$ 30,000.00	\$ 30,000.00
16	ROADWAY EXCAVATION (TYPE Z-2) (AERIALY DEPOSITED LEAD)	CY	500	\$ 250.00	\$ 125,000.00	\$ 130.22	\$ 65,110.00	\$ 337.50	\$ 168,750.00
17	STRUCTURE EXCAVATION (RETAINING WALL)	CY	906	\$ 90.00	\$ 81,540.00	\$ 77.00	\$ 69,762.00	\$ 125.00	\$ 113,250.00
18	STRUCTURE BACKFILL (RETAINING WALL)	CY	931	\$ 24.00	\$ 22,344.00	\$ 67.00	\$ 62,377.00	\$ 250.00	\$ 232,750.00
19	STRUCTURE BACKFILL (SOUND WALL)	CY	4	\$ 25.00	\$ 100.00	\$ 321.00	\$ 1,284.00	\$ 562.50	\$ 2,250.00
20	IMPORTED BORROW (CY)	CY	1,000	\$ 30.00	\$ 30,000.00	\$ 128.23	\$ 128,230.00	\$ 93.75	\$ 93,750.00
21	FURNISH AND INSTALL SOIL AMENDMENT	SQFT	3,100	\$ 1.00	\$ 3,100.00	\$ 0.94	\$ 2,914.00	\$ 1.00	\$ 3,100.00
22	FURNISH AND INSTALL PLANTING	SQFT	3,100	\$ 8.00	\$ 24,800.00	\$ 4.50	\$ 13,950.00	\$ 10.00	\$ 31,000.00
23	FURNISH AND INSTALL TREES (24" BOX)	EA	9	\$ 800.00	\$ 7,200.00	\$ 316.00	\$ 2,844.00	\$ 875.00	\$ 7,875.00
24	FURNISH AND INSTALL MULCH	SQFT	3,100	\$ 1.50	\$ 4,650.00	\$ 0.67	\$ 2,077.00	\$ 1.88	\$ 5,828.00
25	PLANT ESTABLISHMENT WORK	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 5,930.00	\$ 5,930.00	\$ 5,625.00	\$ 5,625.00
26	FURNISH AND INSTALL IRRIGATION FACILITIES	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 26,319.00	\$ 26,319.00	\$ 25,000.00	\$ 25,000.00
27	REPAIR IRRIGATION SYSTEM	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,758.00	\$ 7,758.00	\$ 6,250.00	\$ 6,250.00
28	FINISHING ROADWAY	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 33,531.00	\$ 33,531.00	\$ 12,500.00	\$ 12,500.00
29	HOT MIX ASPHALT (TYPE A)	TON	172	\$ 166.00	\$ 28,552.00	\$ 287.00	\$ 45,924.00	\$ 181.25	\$ 31,175.00
30	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	10	\$ 10.00	\$ 100.00	\$ 1,456.00	\$ 14,560.00	\$ 250.00	\$ 2,500.00
31	REMOVE BASE AND SURFACING	SQFT	7,800	\$ 2.00	\$ 15,600.00	\$ 2.96	\$ 23,088.00	\$ 4.38	\$ 34,164.00
32	16" CAST-IN- DRILLED-HOLE CONCRETE PILING (SOUND WALL)	LF	4,213	\$ 92.00	\$ 387,596.00	\$ 56.00	\$ 235,928.00	\$ 81.25	\$ 342,306.25
33	24" CAST-IN- DRILLED-HOLE CONCRETE PILING	LF	46	\$ 200.00	\$ 9,200.00	\$ 99.00	\$ 4,554.00	\$ 140.00	\$ 6,440.00

Construction of Retaining Wall No. 945 and Soundwall No. 949 Along the West Frontage Road From Miller Way to Southern Avenue, Caltrans Contract 07-298014; City Project No. 587 ST and Construction of Soundwall No. 935 and No. 937 Along the West Frontage Road from Miller Way to Southern Avenue City Project No. 547-ST				Ortiz Enterprises Inc., 6 Cushing, Suite 200 Irvine, CA 92618		C.S. Legacy Construction, Inc. 1704 Unit B.S. Grove Ave Ontario, CA 91761		Metro Builders & Engineers Group, Ltd. 2610 Avon Street Newport Beach, CA 92663	
BID OPENING: September 10, 2019 at 3:00 PM									
34	STRUCTURAL CONCRETE (RETAINING WALL)	CY	254	\$ 1,070.00	\$ 271,780.00	\$ 1,738.00	\$ 441,452.00	\$ 1,875.00	\$ 476,250.00
35	STRUCTURAL CONCRETE, SOUND WALL	CY	3	\$ 2,500.00	\$ 7,500.00	\$ 3,824.00	\$ 11,472.00	\$ 1,875.00	\$ 5,625.00
36	MINOR CONCRETE (PILASTER)	CY	27	\$ 4,100.00	\$ 110,700.00	\$ 3,408.00	\$ 92,016.00	\$ 1,562.50	\$ 42,187.50
37	BAR REINFORCING STEEL (RETAINING WALL)	LB	16,900	\$ 1.15	\$ 19,435.00	\$ 1.14	\$ 19,266.00	\$ 1.35	\$ 22,815.00
38	AESTHETIC TREATMENT	SQFT	6,260	\$ 19.00	\$ 118,940.00	\$ 30.70	\$ 192,182.00	\$ 8.75	\$ 54,775.00
39	SOUND WALL (MASONRY BLOCK)	SQFT	15,739	\$ 29.00	\$ 456,431.00	\$ 27.00	\$ 424,953.00	\$ 40.00	\$ 629,560.00
40	ACCESS GATE (SOUND WALL)	EA	3	\$ 6,000.00	\$ 18,000.00	\$ 5,241.00	\$ 15,723.00	\$ 6,875.00	\$ 20,625.00
41	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (CONCRETE V-DITCH AND CONCRETE CROSS DRAIN CONNECTION)	CY	58	\$ 700.00	\$ 40,600.00	\$ 791.00	\$ 45,878.00	\$ 1,562.00	\$ 90,596.00
42	MINOR CONCRETE (CURB TYPE A-2 AND TYPE B-8)	CY	76	\$ 600.00	\$ 45,600.00	\$ 501.00	\$ 38,076.00	\$ 1,250.00	\$ 95,000.00
43	REMOVE CONCRETE (DRIVEWAY) (PORTION)	SQFT	20	\$ 200.00	\$ 4,000.00	\$ 17.20	\$ 344.00	\$ 125.00	\$ 2,500.00
44	PREPARE AND PAINT CONCRETE	SQFT	6,230	\$ 3.00	\$ 18,690.00	\$ 7.00	\$ 43,610.00	\$ 3.13	\$ 19,499.90
45	ANTI-GRAFFITI COATING	SQFT	37,740	\$ 1.50	\$ 56,610.00	\$ 2.15	\$ 81,141.00	\$ 1.56	\$ 58,874.40
46	TEMPORARY FENCE (TYPE CL-8)	LF	1,180	\$ 28.00	\$ 33,040.00	\$ 4.20	\$ 4,956.00	\$ 45.00	\$ 53,100.00
47	12' WIRE MESH GATE (TYPE WWM-6)	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 8,734.00	\$ 8,734.00	\$ 6,000.00	\$ 6,000.00
48	REMOVE CHAIN LINK FENCE	LF	1,200	\$ 11.50	\$ 13,800.00	\$ 12.24	\$ 14,688.00	\$ 14.38	\$ 17,256.00
49	RELOCATE ROADSIDE SIGN (METAL POST)	EA	1	\$ 225.00	\$ 225.00	\$ 321.00	\$ 321.00	\$ 2,500.00	\$ 2,500.00
50	CONCRETE BARRIER (TYPE 736 MODIFIED)	LF	292	\$ 230.00	\$ 67,160.00	\$ 522.00	\$ 152,424.00	\$ 250.00	\$ 73,000.00
51	CONCRETE BARRIER (TYPE 736SV) (MODIFIED)	LF	902	\$ 303.00	\$ 273,306.00	\$ 516.00	\$ 465,432.00	\$ 250.00	\$ 225,500.00
52	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,170	\$ 1.00	\$ 1,170.00	\$ 2.20	\$ 2,574.00	\$ 12.50	\$ 14,625.00
53	MOBILIZATION (3%)	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 77,049.00	\$ 77,049.00	\$ 107,229.00	\$ 107,229.00
54	INFORMATIONAL PROJECT SIGNS	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,912.00	\$ 7,824.00	\$ 9,375.00	\$ 18,750.00
55	PUBLIC NOTIFICATION	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,980.00	\$ 1,980.00	\$ 3,125.00	\$ 3,125.00
				Total Bid Schedule A		\$ 2,814,369.00		\$ 3,991,652.05	

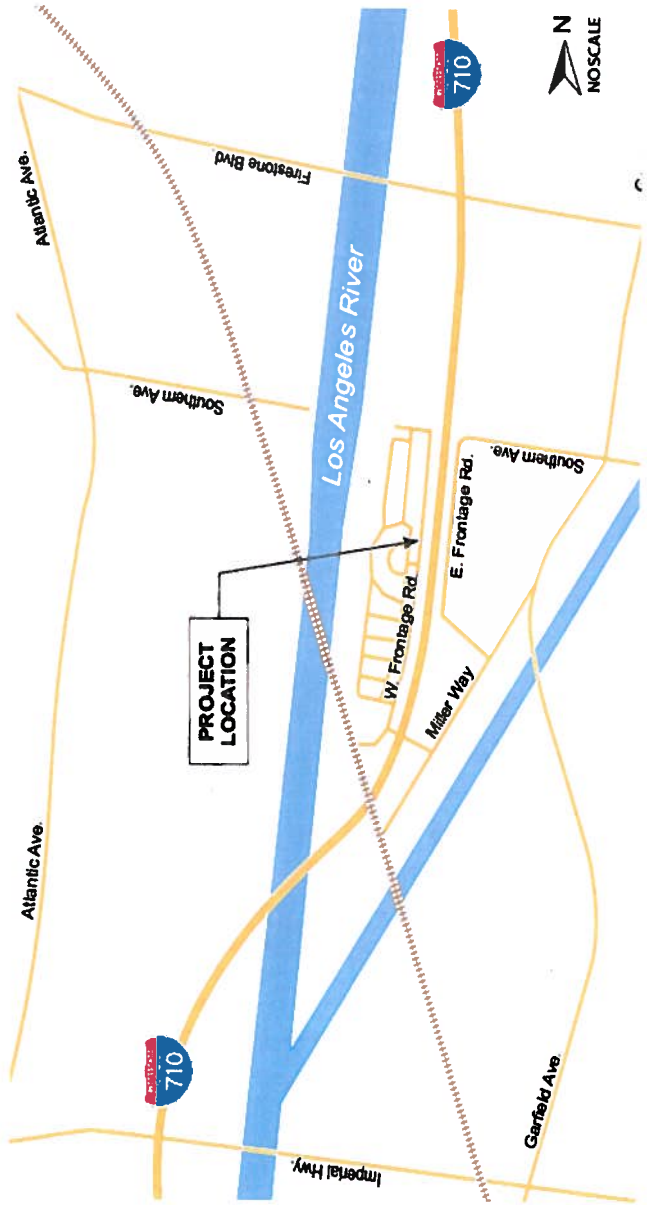
NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Ortiz Enterprises Inc., 6 Cushing, Suite 200 Irvine, CA 92618		C.S. Legacy Construction, Inc. 1704 Unit B.S. Grove Ave Ontario, CA 91761		Metro Builders & Engineers Group, Ltd. 2610 Avon Street Newport Beach, CA 92663	
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100	Mobilization	LS	1	\$ 170,000.00	\$ 170,000.00	\$ 163,513.00	\$ 163,513.00	\$ 107,250.00	\$ 107,250.00
101	Traffic Control	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 36,790.00	\$ 36,790.00	\$ 100,000.00	\$ 100,000.00
102	Preparation and Implementation of Erosion and sediment control BMP's	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 16,681.00	\$ 16,681.00	\$ 18,750.00	\$ 18,750.00
103	Informational Project Signs	EA	2	\$ 3,900.00	\$ 7,800.00	\$ 3,911.50	\$ 7,823.00	\$ 6,250.00	\$ 12,500.00
104	Public Notification	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 1,980.00	\$ 1,980.00	\$ 3,125.00	\$ 3,125.00
105	WATER CONSUMPTION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 41,380.00	\$ 41,380.00	\$ 25,000.00	\$ 25,000.00
106	Clearing and Grubbing	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 20,691.00	\$ 20,691.00	\$ 6,875.00	\$ 6,875.00
107	Pre-Construction and Post-Construction Video and Still Picture Documentation	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 2,912.00	\$ 2,912.00	\$ 2,500.00	\$ 2,500.00
108	Temporary Fence	LF	1,200	\$ 19.00	\$ 22,800.00	\$ 4.19	\$ 5,028.00	\$ 23.75	\$ 28,500.00
109	Temporary Privacy Screen	LF	1,200	\$ 15.00	\$ 18,000.00	\$ 1.75	\$ 2,100.00	\$ 25.00	\$ 30,000.00
110	Construction Area Signs (1 post)	EA	8	\$ 700.00	\$ 5,600.00	\$ 532.00	\$ 4,256.00	\$ 625.00	\$ 5,000.00
111	Temporary Traffic Stripe (Paint)	LF	8,000	\$ 0.70	\$ 5,600.00	\$ 1.02	\$ 8,160.00	\$ 3.75	\$ 30,000.00
112	Temporary Railing (Type K) with Temporary Traffic Screen	LF	2,400	\$ 40.00	\$ 96,000.00	\$ 49.73	\$ 119,352.00	\$ 68.75	\$ 165,000.00
113	Temporary Sign and Post	EA	9	\$ 575.00	\$ 5,175.00	\$ 532.00	\$ 4,788.00	\$ 1,250.00	\$ 11,250.00
114	Temporary Sign (Portable)	EA	20	\$ 144.00	\$ 2,880.00	\$ 465.00	\$ 9,300.00	\$ 437.50	\$ 8,750.00
115	Temporary Crash Cushion (Absorb 350)	EA	1	\$ 350.00	\$ 350.00	\$ 2,700.00	\$ 2,700.00	\$ 18,750.00	\$ 18,750.00
116	Type III Barricade	EA	11	\$ 250.00	\$ 2,750.00	\$ 347.00	\$ 3,817.00	\$ 375.00	\$ 4,125.00
117	Channelizer (Surface Mounted)	EA	150	\$ 50.00	\$ 7,500.00	\$ 76.00	\$ 11,400.00	\$ 125.00	\$ 18,750.00
118	Plastic Drum	EA	15	\$ 250.00	\$ 3,750.00	\$ 279.00	\$ 4,185.00	\$ 1,875.00	\$ 28,125.00
119	Remove AND DISPOSE OF Yellow Thermoplastic Traffic Stripe (Hazardous Waste)	LF	2,500	\$ 1.00	\$ 2,500.00	\$ 5.12	\$ 12,800.00	\$ 12.50	\$ 31,250.00
120	Remove Temporary Traffic Stripe (Paint)	LF	8,000	\$ 0.50	\$ 4,000.00	\$ 0.82	\$ 6,560.00	\$ 3.75	\$ 30,000.00
121	Street Sweeping and Vacuuming	LS	1	\$ 31,000.00	\$ 31,000.00	\$ 38,005.00	\$ 38,005.00	\$ 37,500.00	\$ 37,500.00
122	Remove Block Wall	SF	400	\$ 15.00	\$ 6,000.00	\$ 12.60	\$ 5,040.00	\$ 18.75	\$ 7,500.00
123	Remove Block Wall (Portion)	SF	5,000	\$ 15.00	\$ 75,000.00	\$ 12.60	\$ 63,000.00	\$ 18.75	\$ 93,750.00
124	Sawcut and Remove Base and Surfacing	CY	575	\$ 100.00	\$ 57,500.00	\$ 132.88	\$ 76,406.00	\$ 106.25	\$ 61,093.75
125	Remove Curb and Gutter	LF	1,400	\$ 9.00	\$ 12,600.00	\$ 11.72	\$ 16,408.00	\$ 33.75	\$ 47,250.00
126	Remove Cross Gutter	SF	300	\$ 8.00	\$ 2,400.00	\$ 15.49	\$ 4,647.00	\$ 12.50	\$ 3,750.00
127	Remove Concrete Catch Basin (including Frame and Grate)	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,672.00	\$ 1,672.00	\$ 3,375.00	\$ 3,375.00

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128	Remove CONFLICTING PORTION 18" RCP	LF	15	\$ 80.00	\$ 1,200.00	\$ 215.00	\$ 3,225.00	\$ 375.00	\$ 5,625.00
129	Remove CONFLICTING PORTION 24" RCP	LF	10	\$ 120.00	\$ 1,200.00	\$ 215.00	\$ 2,150.00	\$ 250.00	\$ 2,500.00
130	Un-Classified Excavation	CY	770	\$ 125.00	\$ 96,250.00	\$ 126.60	\$ 97,482.00	\$ 56.25	\$ 43,312.50
131	Imported Borrow	CY	450	\$ 24.00	\$ 10,800.00	\$ 139.00	\$ 62,550.00	\$ 106.25	\$ 47,812.50
132	Construct 4" Thick Asphalt Concrete over 6" Crushed Aggregate Base per COSG Std. Plan 108	SF	10,500	\$ 9.00	\$ 94,500.00	\$ 9.48	\$ 99,540.00	\$ 5.00	\$ 52,500.00
133	Construct Type A-2 Curb and Gutter per COSG Std. Plan 200	CY	100	\$ 600.00	\$ 60,000.00	\$ 486.00	\$ 48,600.00	\$ 2,500.00	\$ 250,000.00
134	Construct Curb Ramp (Case CM) per Caltrans Std. Plan A88B	EA	4	\$ 2,700.00	\$ 10,800.00	\$ 3,895.00	\$ 15,580.00	\$ 2,500.00	\$ 10,000.00
135	Construct 6" Barrier Curb per Detail SI-5.01	CY	12	\$ 700.00	\$ 8,400.00	\$ 676.00	\$ 8,112.00	\$ 1,875.00	\$ 22,500.00
136	Construct 4" Concrete Sidewalk and Retaining Curb per Detail SI-5.02	CY	5	\$ 500.00	\$ 2,500.00	\$ 771.00	\$ 3,855.00	\$ 1,875.00	\$ 9,375.00
137	Construct Concrete Cross Gutter per COSG Std. Plan 222	CY	15	\$ 600.00	\$ 9,000.00	\$ 581.00	\$ 8,715.00	\$ 1,875.00	\$ 28,125.00
138	Construct Curbside Grating Catch Basin per SPPWC Std. Plan. 303-3 with Frame and Grate per SPPWC Std. Plan 311-3	EA	6	\$ 1,800.00	\$ 10,800.00	\$ 10,355.00	\$ 62,130.00	\$ 9,375.00	\$ 56,250.00
139	Construct Modified Case C Concrete Gutter Depression at Sag Inlet Location per Detail SD-2A	CY	4	\$ 2,200.00	\$ 8,800.00	\$ 2,388.00	\$ 9,552.00	\$ 1,875.00	\$ 7,500.00
140	Construct Concrete Gutter Depression for Inlets on Grade per SPPWC Std. Plan 313-3 Case D	CY	9	\$ 600.00	\$ 5,400.00	\$ 916.00	\$ 8,244.00	\$ 1,875.00	\$ 16,875.00
141	Furnish and Construct 18" RCP	LF	300	\$ 150.00	\$ 45,000.00	\$ 145.62	\$ 43,686.00	\$ 375.00	\$ 112,500.00
142	Construct Concrete Wall per Detail SW-4A	CY	450	\$ 1,070.00	\$ 481,500.00	\$ 2,181.00	\$ 981,450.00	\$ 1,875.00	\$ 843,750.00
143	Construct Concrete Closure Wall per Detail SW-6A	CY	5	\$ 6,000.00	\$ 30,000.00	\$ 2,181.00	\$ 10,905.00	\$ 1,875.00	\$ 9,375.00
144	Furnish and Construct Transparent Noise Barrier Panels per Detail SW-5B	SF	10,600	\$ 52.00	\$ 551,200.00	\$ 60.10	\$ 637,060.00	\$ 42.88	\$ 454,528.00
145	Construct 16" Cast-in-Drilled Hole Concrete Piling per Detail SW-4A	LF	1,550	\$ 65.00	\$ 100,750.00	\$ 64.00	\$ 99,200.00	\$ 115.26	\$ 178,653.00
146	Furnish and Construct Bar Reinforcing Steel (Concrete Wall) per Detail SW-4A	LB	93,000	\$ 1.00	\$ 93,000.00	\$ 1.17	\$ 108,810.00	\$ 1.53	\$ 142,290.00
147	Cold Mill Asphalt Concrete (2" max)	SY	8200	\$ 4.00	\$ 32,800.00	\$ 6.81	\$ 55,842.00	\$ 7.63	\$ 62,566.00
148	Overlay Asphalt Concrete in Cold Mill Areas	TON	720	\$ 100.00	\$ 72,000.00	\$ 104.80	\$ 75,456.00	\$ 121.59	\$ 87,544.80
149	Construct Aesthetic Treatment	SF	12,000	\$ 19.00	\$ 228,000.00	\$ 30.70	\$ 368,400.00	\$ 12.50	\$ 150,000.00
150	Prepare and Paint Aesthetic Treatment Surfaces	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 16,047.00	\$ 16,047.00	\$ 37,500.00	\$ 37,500.00

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151	Furnish and Apply Anti-Graffiti Coating (Krystalkote "CTF")	SF	12,000	\$	2.00	\$	24,000.00	\$	2.53	\$	30,360.00	\$	1.56	\$	18,720.00
152	Furnish and Construct 12" Corrugated HDPE Conduit (Irrigation Crossover)	LF	150	\$	85.00	\$	12,750.00	\$	117.00	\$	17,550.00	\$	106.25	\$	15,937.50
153	Furnish and Construct remote control valve	EA	1	\$	700.00	\$	700.00	\$	374.00	\$	374.00	\$	875.00	\$	875.00
154	Furnish and Construct CONTROL AND NEUTRAL CONDUCTORS IN CONDUIT	EA	1	\$	1,500.00	\$	1,500.00	\$	12,201.00	\$	12,201.00	\$	1,875.00	\$	1,875.00
155	Furnish and Construct 16 Station Irrigation Controller (Pedestal Mounted)	EA	1	\$	4,500.00	\$	4,500.00	\$	1,428.00	\$	1,428.00	\$	5,625.00	\$	5,625.00
156	Furnish and Construct Irrigation Controller Enclosure Cabinet	EA	1	\$	2,000.00	\$	2,000.00	\$	3,455.00	\$	3,455.00	\$	2,500.00	\$	2,500.00
157	Furnish and Construct Backflow Preventer Assembly	EA	1	\$	2,000.00	\$	2,000.00	\$	5,280.00	\$	5,280.00	\$	2,500.00	\$	2,500.00
158	Furnish and Construct Backflow Preventer Assembly Enclosure	EA	1	\$	1,600.00	\$	1,600.00	\$	2,662.00	\$	2,662.00	\$	2,000.00	\$	2,000.00
159	Furnish and Construct 1-1/2" Electric Remote Control Valve	EA	1	\$	1,200.00	\$	1,200.00	\$	1,001.00	\$	1,001.00	\$	1,500.00	\$	1,500.00
160	Furnish and Construct 2-1/2" Ball Valve	EA	1	\$	400.00	\$	400.00	\$	1,017.00	\$	1,017.00	\$	500.00	\$	500.00
161	Furnish and Construct 2-1/2" Plastic Pipe (Class 40)	LF	125	\$	9.00	\$	1,125.00	\$	11.00	\$	1,375.00	\$	11.25	\$	1,406.25
162	Furnish and Construct 1-1/2" Plastic Pipe (Schedule 40) (Supply Line)	LF	2500	\$	6.00	\$	15,000.00	\$	9.78	\$	24,450.00	\$	6.88	\$	17,200.00
163	Furnish and Construct 1" Plastic Pipe (Schedule 40) (Supply Line)	LF	1300	\$	5.00	\$	6,500.00	\$	8.96	\$	11,648.00	\$	6.25	\$	8,125.00
164	Furnish and Construct Bubbler for Shrubs	EA	250	\$	62.00	\$	15,500.00	\$	115.06	\$	28,765.00	\$	77.50	\$	19,375.00
165	Furnish and Construct Bubbler for Trees	EA	30	\$	102.00	\$	3,060.00	\$	115.00	\$	3,450.00	\$	127.50	\$	3,825.00
166	Remove Fire Hydrant (including valve and lateral piping)	EA	2	\$	1,500.00	\$	3,000.00	\$	2,805.00	\$	5,610.00	\$	6,875.00	\$	13,750.00
167	Remove 4" Water and Remove and Salvage Quality Testing Station	EA	2	\$	6,000.00	\$	12,000.00	\$	2,805.00	\$	5,610.00	\$	12,500.00	\$	25,000.00
168	Remove 8" ACP Waterline	LF	1,550	\$	70.00	\$	108,500.00	\$	50.57	\$	78,383.50	\$	18.75	\$	29,062.50
169	Remove 6" Water Main Connection meter and Vault	EA	1	\$	7,500.00	\$	7,500.00	\$	3,462.00	\$	3,462.00	\$	18,750.00	\$	18,750.00

Construction of Retaining Wall No. 945 and Soundwall No. 949 Along the West Frontage Road From miller Way to Southern Avenue, Caltrans Contract 07-298014; City Project No. 587 ST and Construction of Soundwall No. 935 and No. 937 Along the West Frontage Road from Miller Way to Southern Avenue City Project No. 547-ST		Ortiz Enterprises Inc., 6 Cushing, Suite 200 Irvine, CA 92618		C.S. Legacy Construction, Inc. 1704 Unit B.S. Grove Ave Ontario, CA 91761		Metro Builders & Engineers Group, Ltd. 2610 Avon Street Newport Beach, CA 92663		
BID OPENING: September 10, 2019 at 3:00 PM								
170	Furnish and Construct Connection to Existing Main (Case I) per COSG Std. Plan 414 (Including trenching, backfill, fittings and thrust blocks)	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 15,875.00	\$ 20,000.00	\$ 20,000.00
171	Furnish and Construct Connection to Existing Main (Case II) per COSG Std. Plan 414 (Including trenching, backfill, fittings, gate valve and thrust blocks)	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 16,830.00	\$ 18,750.00	\$ 18,750.00
172	Furnish and Construct Fire Hydrant per COSG Std. Plan 419, Type CLOW 860 (Including tee, gate valve, lateral piping, and related appurtenances.)	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 21,016.00	\$ 10,625.00	\$ 21,250.00
173	Furnish and Construct 1" Water Service with Water Meter per COSG Std. Plan 402A and Re-Use Quality Testing Station (Including saddle, corporation stop, angle stop, meter box, and related appurtenances.)	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 1,148.00	\$ 6,875.00	\$ 13,750.00
174	Furnish and Construct 2" Blow Off Assembly per COSG Std. Plan 428 (including saddle, corporation stop, angle stop, meter box, and related appurtenances.)	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 5,193.00	\$ 3,125.00	\$ 3,125.00
175	Furnish and Construct 12" Gate Valve per COSG Std. Plan 400 (Including thrust block, valve box, and related appurtenances.)	EA	3	\$ 4,500.00	\$ 13,500.00	\$ 4,059.00	\$ 15,000.00	\$ 45,000.00
176	Furnish and Construct 4" Gate Valve per COSG Std. Plan 400 (Including thrust block and valve box, and related appurtenances.)	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,791.00	\$ 6,875.00	\$ 6,875.00

Construction of Retaining Wall No. 945 and Soundwall No. 949 Along the West Frontage Road From Miller Way to Southern Avenue, Caltrans Contract 07-298014; City Project No. 587		Ortiz Enterprises Inc., 6 Cushing, Suite 200 Irvine, CA 92618		C.S. Legacy Construction, Inc. 1704 Unit B.S. Grove Ave Ontario, CA 91761		Metro Builders & Engineers Group, Ltd. 2610 Avon Street Newport Beach, CA 92663	
ST and Construction of Soundwall No. 935 and No. 937 Along the West Frontage Road from Miller Way to Southern Avenue City Project No. 547-ST							
BID OPENING: September 10, 2019 at 3:00 PM							
177	Furnish and Construct 6" Water Main Connection with 4" Badger Compound Water Meter with Armorcast 48"x60"x48" Polymer Concrete Vault with Torsion Cover (Including tee, gate valve, valve box, thrust blocks, meter box, and related appurtenances.)	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 35,548.00	\$ 33,750.00
178	Furnish and Construct 2" Blow Off Assembly per COSG Std. Plan 429 (including saddle, corporation stop, angle stop, meter box, and related appurtenances.)	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 5,193.00	\$ 12,500.00
179	Connect to Existing 4" Water (including gate valve and valve box)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 8,761.00	\$ 6,875.00
180	Cap 12" Water Main, (including thrust blocks)	EA	1	\$ 2,100.00	\$ 2,100.00	\$ 669.00	\$ 3,125.00
181	Furnish and Construct 12" DIP Waterline (including trenching, backfill, fittings, thrust blocks, and related appurtenances.)	LF	1,580	\$ 200.00	\$ 316,000.00	\$ 159.00	\$ 312.50
182	Furnish and Construct Permeable Pavers	SF	3,800	\$ 25.00	\$ 95,000.00	\$ 28.00	\$ 25.00
183	Furnish and Install Trees (24" box)	EA	25	\$ 500.00	\$ 12,500.00	\$ 321.00	\$ 625.00
184	Construct Decomposed Granite Meandering Path	SF	8,500	\$ 18.00	\$ 153,000.00	\$ 4.12	\$ 2.50
185	Furnish and Install Planting	SF	4,400	\$ 17.00	\$ 74,800.00	\$ 9.31	\$ 20.31
186	Furnish and install Mulch	SF	4,400	\$ 1.50	\$ 6,600.00	\$ 0.67	\$ 1.88
187	Furnish and install Soil Amendment	SF	4,400	\$ 0.80	\$ 3,520.00	\$ 1.25	\$ 1.00
188	90 Day Plant Establishment Period	LS	1	\$ 3,600.00	\$ 3,600.00	\$ 5,248.00	\$ 4,500.00
189	FURNISH AND CONSTRUCT Signing and Striping	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 4,493.00	\$ 18,750.00
190	FURNISH AND CONSTRUCT Irrigation Electric Service	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 20,962.00	\$ 25,000.00
Total Bid Schedule B				\$ 3,877,760.00	\$ 3,877,760.00	\$ 4,383,211.50	\$ 4,720,237.80
Grand Total (Bid Schedule A+B)				\$ 6,692,129.00	\$ 6,692,129.00	\$ 7,866,181.50	\$ 8,711,889.85



RECEIVED

DEC 4 2019

City of South Gate
CITY COUNCIL

Item No. 9

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:10pm

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: AMENDMENT NO. 1 WITH JOHN L. HUNTER AND ASSOCIATES, INC., FOR THE USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING PROGRAMS

PURPOSE: To approve Amendment No. 1 with John L. Hunter and Associates, Inc., to continue providing management services for the Used Oil Recycling and Beverage Container Recycling Programs under Contract No. 3324.

RECOMMENDED ACTIONS:

- a. Ratify Contract No. 3324 with John. L. Hunter and Associates, Inc., which was administratively approved in accordance with Section 1.54.350 of the Municipal Code, for management services of the Used Oil Recycling and Beverage Container Recycling Programs (Programs) for a one year term, in the amount of \$47,300;
- b. Approve Amendment No. 1 to Contract No. 3324 retroactively extending the term from June 30, 2018 through June 30, 2020, for continued management services of the Programs, in an amount not-to-exceed \$47,300 per year, for a total of \$94,600; and
- c. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

9/1/19

FISCAL IMPACT: There is no impact to the General Fund. The management services for the Used Oil Recycling and Beverage Container Recycling Programs are completely funded by CalRecycle grant funds. The total amount for the three year agreement is \$141,900, or \$47,300 annually.

ALIGNMENT WITH COUNCIL GOALS: These Programs meet the City Council's goals for "Improve Communications and Civic Engagement."

ANALYSIS: Proposed Amendment No. 1 to Contract No. 3324 with John L. Hunter and Associates, Inc., (JLHA) is required to conform to the Request for Proposal (RFP) and includes the additional two-year term for management services of the Programs.

BACKGROUND: On February 8, 2017, the City advertised an RFP for as-needed management services for the Used Oil Recycling and Beverage Container Recycling Programs seeking professional services for a three-year period (Fiscal Years 2017/18, 2018/19 and 2019/20).

On February 23, 2017, the City received three proposals from the following professional environmental firms: John L. Hunter and Associates, Inc. (JLHA), KJ Services Environmental Consulting, and SCS Engineers.

On May 17, 2019, Contract No. 3324 was administratively awarded to JLHA to provide professional services to administer and implement the Used Oil Recycling (UOR) and Beverage Container

/

Recycling (BCR) Programs. The term of Contract No. 3324 was inadvertently set for one year with an expiration date of June 30, 2018; however, the RFP required a contract term of three years. Proposed Amendment No. 1 to Contract No. 3324 corrects this issue. It retroactively extends the term two years, from June 30, 2018 to June 30, 2020. This change retroactively authorizes services provided by JLHA in Fiscal Years 2018/2019 and 2019/2020, after the original contract term expired. It further funds the services at a rate of \$47,300 annually, for a total of \$94,600. This annual rate is consistent with the original intent of the contract.

Program management services for the UOR and BCR Programs, which includes the following:

- Public Outreach and Education – Informative flyers, event participation, and provides a booth at the City’s Earth Day event.
- Recycling Center Surveys, Support, and Promotion – Promote existing recycling centers and conducts surveys required by CalRecycle (the granting agency).
- Partner with Stormwater, Used Oil Recycling and Beverage Container Recycling Programs – Integrates outreach with other programs and organizes K-12 school assemblies.
- Grant Administration – Expends Annual Grant Funds, Completes/Submits all CalRecycle grant documents and attends meetings on behalf of the City.

- ATTACHMENTS:**
- A. Proposed Amendment No. 1
 - B. Request for Proposals (RFP) for As-Needed Services for Used Oil and Beverage Container Recycling Programs
 - C. JLHA Proposal (February 23, 2017)
 - D. Contract No. 3324

VHC:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 3324
FOR MANAGEMENT SERVICES OF THE USED OIL RECYCLING AND BEVERAGE
CONTAINER RECYCLING PROGRAMS BETWEEN THE CITY OF SOUTH GATE
AND JOHN L. HUNTER AND ASSOCIATES, INC.**

This Amendment No. 1 to Contract No. 3324 for management services of the Used Oil Recycling and Beverage Container Recycling Programs (“Amendment No. 1”) is made and entered into on December 10, 2019, by and between the City of South Gate, a municipal corporation (“City”) and John L. Hunter and Associates, Inc., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on February 8, 2017, the City issued a Request For Proposals (“RFP”) seeking a suitable consultant to develop, establish and administer the City’s Used Oil Recycling and Beverage Container Recycling Programs for a three year term to include Fiscal Years 2017/18, 2018/19 and 2019/20 (“Programs”);

WHEREAS, based on the Consultant’s successful response to the RFP, the City and the Consultant executed Contract No. 3324 (“Agreement”) on May 17, 2017, for a one year term, through and including June 30, 2018, in the amount of Forty Seven Thousand Three Hundred Dollars (\$47,300);

WHEREAS, the City and the Consultant discovered that the Agreement contained an error in the termination date and that the Agreement does not fully accommodate the Programs and does not reflect the intent of the RFP for a three-year term;

WHEREAS, in order to ensure that the Agreement creates the rights and obligations which each Party intended to establish according to the RFP for the proper administration of the Programs, the City and the Consultant desire to execute Amendment No. 1 to retroactively extend the Agreement from June 30, 2018 through and including June 30, 2020, in the annual amount of Forty Seven Thousand Three Hundred Dollars (\$47,300) for a total of Ninety Four Thousand Six Hundred Dollars, (\$94,600), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of One Hundred Forty One Thousand Nine Hundred Dollars (\$141,900).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. TERM OF AGREEMENT.** The term of the Agreement is hereby retroactively extended from June 30, 2018 through and including June 30, 2020, inclusive.

b. COMPENSATION. The amount of compensation paid by City to Consultant for management services of the Programs for Fiscal Years 2018/19 and 2019/20 shall be Ninety Four Thousand Six Hundred Dollars, (\$94,600),

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits hereto, shall remain in full force and effect. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. City reserves the right to augment or reduce the scope of work as City deems necessary.

IN WITNESS WHEREOF, Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers thereunto dully authorized.

CITY OF SOUTH GATE:

By: _____
M. Belén Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Paul F. Salinas / 1/18/14
Raul F. Salinas, City Attorney

JOHN L. HUNTER AND ASSOCIATES, INC.

By: _____
John L. Hunter, President

Dated: _____



City of South Gate
8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280
• (323) 357-9657
FAX: (323) 563-9572

February 8, 2017

Subject: Request for Proposals (RFP) for the As-Needed Services For Used Oil Recycling and Beverage Container Recycling Grant Programs.

Dear Prospective Consultant:

The City of South Gate is requesting proposals from qualified Consultants to provide professional services to successfully administer and implement:

1. Used Oil Recycling Services Grant Program
2. Beverage Container Recycling Grant Program

In order to be considered, Consultants must submit a proposal indicating their knowledge and experience in developing similar programs. The selected Consultant must demonstrate the following:

- Familiarity with both grants
- Example of outreach efforts
- List of agencies/companies consultant work for

The Project Manager must have a thorough knowledge and proficiency in the services requested.

Consultant must submit one electronic proposal marked "*As-Needed Services For Used Oil Recycling and Beverage Container Recycling Grant Programs.*" via email to: Guillermo Petra Assistant Engineer at gpetra@sogate.org

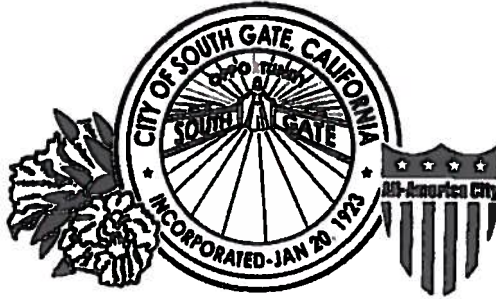
Submission Deadline: February 23, 2017 at 11:00 AM.

For questions, please contact Guillermo Petra by phone at (323) 357-9614 or by email at gpetra@sogate.org

Sincerely,

Clint Herrera, P.E.
Assistant City Engineer

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



REQUEST FOR PROPOSALS FOR

***As-Needed Services For Used Oil Recycling and Beverage Container Recycling
Grant Programs***

All questions regarding this project are to be directed to:

**Guillermo Petra
Assistant Engineer
Office: (323) 357-9614
gpetra@sogate.org**

February 2017

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INTRODUCTION

The City of South Gate invites qualified companies (each referred to herein as a “Consultant”) experienced in the implementation of the Used Oil Recycling Grant Program and the Beverage Container Recycling Grant Program.

The Used Oil Recycling Grant program goals are:

1. Develop a viable program that educates local business and residents
2. Establish a plan that reduces hazardous waste entering the Los Angeles River, local storm drains, and local landfills
3. Reduce the amount of illegally disposed used oil and oil filters

The Beverage Container Recycling Grant program goals are:

1. Provide a unique method to Educate local business and residents beverage container waste
2. Develop an effective plan to promote the goals of the CalRecycle Beverage grant
3. Coordinate with local recycling centers
4. Develop, Implement and Manage a recycling program which promotes recycle.

PROGRAM DEVELOPMENT FUNDING

The City of South Gate has been awarded \$26,700 from the Used Oil Recycling Services Program and \$24,600 from the Beverage Container Recycling Program. The award amount will not impact the General Fund and will provide professional services for the development and implementation of various tasks for years 2017, 2018, and 2019, with the option to extend an additional year, two times.

The following is a proposed scope of services for the implementation of the Used Oil Recycling Grant Program and Beverage Container Recycling Grant Program. The City will make its selection based on the criteria as presented below in the Consultant Selection Process Section.

SCOPE OF SERVICES

This RFP is structured according to the following tasks. Consultant shall respond to all tasks and are encouraged to propose innovative methods that will create an effective program.

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The selected firm will be expected to furnish all personnel to provide the following services:

Used Oil Recycling Services Program

- A. Develop an informative model that educates the public about the programs amenities
- B. Implement an outreach effort that address high schools students, young adults, and families.

- C. Promote the used oil and oil filter recycling vendor locations that reside within South Gate
- D. Provide a plan that increases the percentage of patrons that use the oil recycling vendors
- E. Develop a program that reduces the amount of hazardous waste that is received by landfills and enters the City storm drains.
- F. Attend a minimum of four local City/Community events to promote the program and its efforts.
- G. Attend meetings on behalf of South Gate.
- H. Meet Cal Recycling Grant annual requirements
- I. Complete annual Cal Recycle grant submittal.
- J. Develop a partnership with the City Stormwater Program

Beverage Container Recycling Services Program

- A. Develop an informative model that educates the public about the program.
- B. Implement an outreach effort that address high schools students, young adults, and Families.
- C. Develop and promote Earth Day/Community Clean Up Day for the City of South Gate
- D. Attend a minimum of three local City/Community events to promote the program and its efforts.
- E. Attend meetings on behalf of South Gate.
- F. Meet Cal Recycling Grant annual requirements
- G. Complete annual Cal Recycle grant submittal.

PROPOSAL REQUIREMENTS

The consolidated proposal (Proposal) must be concise, well organized and demonstrate your firm's qualifications and experience relating to Used Oil Recycling Programs and Beverage Container Recycling Services Programs. Proposals should be limited to 3 typed pages or less (excluding cover letter, resumes and sample project attachments) with minimum font size of 12 point.

The Proposal must include the following:

- I. **Cover Letter:** The cover letter shall include the name and address of the organization submitting the Proposal and the name, address, phone number, and email address of the contact person who will be authorized to make representations for the organization. The cover letter shall clearly identify the project(s) the Consultant is proposing on.
- II. **Qualification and Experience:** Qualification and experience shall include, but not be limited to, the following:
 - Identification of principal staff members that will be directly involved in the project. Provide information including relevant experience and education in providing the required services. Resumes may be included as an appendix.
 - Experience of the firm and of the team on similar projects.

- Identify the availability of your team and the percentage of current workload of staff that would be committed to this project.
- Description of your firm's quality assurance/control procedures that will be used for the project.
- Provide contact person, client's name, telephone number and address of a minimum of three (3) references where similar work was performed.

III. **Scope of Work:** The Proposal shall contain a section titled Scope of Work and Project Understanding. It shall include a description of your firm's understanding of the CalRecycle Grant, a description of your firm's approach to the work, and a preliminary project schedule. It is the responsibility of the Consultant to submit a Proposal that contains all of the services necessary for the successful delivery of the project.

FEE PROPOSAL

- Consultant shall submit a fee proposal in a separate and sealed envelope labeled "Fee Proposal" along with the Project title. The cost proposal shall be itemized by task, staff person(s) the will be assigned to the project and their hourly rate schedule. The City will negotiate with the top-ranked Consultant in compliance with all applicable CalRecycle guidelines.

CONSULTANT SELECTION PROCESS

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation.

Proposals submitted will be evaluated by a Selection Committee comprised of City of South Gate Staff. The Committee's evaluation will be based upon, but not limited to: strength of the proposal, related experience of the firm, professional qualifications of the individual(s) to be assigned to the project, ability to meet required deadlines, references from previous clients and proposal cost.

While cost is a key consideration, the City reserves the right to choose the best proposal, which may not be based on cost. The City will select the top most qualified Consultant for the project and negotiate the contract. If unsuccessful, the next most qualified Consultant will be contacted, and so on.

The City of South Gate reserves the right to further negotiate the proposed work and/or method and amount of compensation. The respondent must clearly state the period of time for which the proposal will be valid. This period must not be less than sixty (60) days from the date of submittal.

The approximate schedule for the Consultant selection process is as follows:

Request for Proposals Released	February 8, 2017
Proposals Due	February 23, 2017 at 11:00 am
Contract Award	February 28, 2017

Disclosure: Consultants shall disclose in their responses to any Request for Proposals whether they have been the subject of any legal investigation by County, State, and/or Federal agencies within the past 5 years. If so, each responding Consultant shall identify the agency and contact person, the nature of the investigation, and any determination over outcome of said investigation. Non-compliance with this section shall result in rejection of the Proposals, but a Consultant's disclosure of any such investigation (even one which resulted in a determination that was adverse to the Consultant) will not automatically result in rejection of the Proposal. The occurrence, nature, underlying facts, and outcome of any such investigation are not by themselves determinative but are simply included among many factors that will be considered by the City in evaluating Proposals.

RIGHT TO REJECT ALL PROPOSALS

The City of South Gate reserves the right to reject all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. All costs incurred in the preparation of the proposal and subsequent material, including a proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a respondent. All proposals and other information submitted to the City of South Gate in response to this RFP shall become the property of the City.

INSURANCE REQUIREMENTS

Consultant shall provide insurance certificates naming the City of South Gate as additional insured for Workers Compensation Insurance, General Liability and Automobile Liability; the Consultant must provide Professional Liability Insurance coverage (Errors and Omissions in the amount of \$1,000,000 per occurrence). The insurance certificate shall contain a provision that the City shall be given thirty (30) days prior written notice in the event of cancellation or reduction in coverage. Please refer to the attached Sample Professional Services Agreement for complete insurance requirements (Attachment A).

AWARD OF CONTRACT

The City will not pay any costs incurred by any firm or person submitting a Proposal. All data, documents, and other products submitted with the Proposal shall become the property of the City.

The City reserves the rights to reject, modify, or cancel, in part or in its entirety, this RFP. The City assumes no obligation, and none is implied, to award a contract for any phase or services, specified in this RFP.

CONSULTANT AGREEMENT

A City standard Consultant agreement will be used. A sample of the City standard Consultant agreement is attached as Attachment A. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the Consultant takes exception.

QUALITY ASSURANCE AND QUALITY CONTROL

The Consultant shall follow industry standards of quality control practices. The Consultant project manager shall review all documentations before submittal to the City.

ATTACHMENT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the City of South Gate, a municipal corporation, ("City"), and _____, ("Consultant").

RECITALS

WHEREAS, City desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **Used Oil Recycling and Beverage Container Recycling Program Grant Programs.**

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to the Agreement are:

- A. **Owner:** The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. **Consultant:**

2. **Representatives of the Parties and Service of Notices.**

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. **The principal representative of the City shall be:**

Arturo Cervantes, P.E.
Director of Public Works/City Engineer
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

- B. **The principal representative of the Consultant shall be:**

- C. **Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.**

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services, as needed, set forth in the "Proposal" attached hereto as Exhibit "A". Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in Exhibit "A". The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A".

5. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

6. Consultant's Personnel.

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

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

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

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

7. Compensation.

A. The total compensation to be paid by City to Consultant for the scope of work and services described in Exhibit "A" shall be as submitted in the proposal for an amount not to exceed ~~XXXXXX~~. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in the "Fee Proposal" attached hereto as Exhibit "B" and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within sixty (60) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

8. Indemnity and Insurance.

A. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's negligent or willful acts, errors or omissions, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.

(b) Comprehensive General Liability

- Combined Single Limit-\$1,000,000.
The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 8.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

9. Termination for Convenience.

The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

10. Termination for Cause.

A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

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

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 10, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

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

D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

11. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

12. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

13. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant

from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

14. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

15. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

16. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

17. Severability

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

18. Exhibits.

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Scope of Work dated
Exhibit "B" Fee Proposal dated

19. Governing Law.

This Agreement shall be governed by the laws of the State of California.

20. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement, and shall terminate on December 31, 2019 unless terminated otherwise in accordance with the terms of this agreement.

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF SOUTH GATE AND CONSULTANT NAME**

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

**"CITY"
CITY OF SOUTH GATE**

By: _____
 W.H. (Bill) De Witt, Mayor

Dated: _____

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

"CONSULTANT"

By: _____

Dated: _____

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney



February 23, 2017

City of South Gate
ATTN: Guillermo Petra, Public Works Department
8650 California Ave.
South Gate, CA 90280

SUBJECT: As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs

Dear Mr. Guillermo Petra,

John L. Hunter & Associates, Inc. (JLHA) is pleased to submit this proposal for professional services associated with the City of South Gate's Used Oil Recycling and Beverage Container Recycling Programs. JLHA is an experienced environmental consulting firm that focuses on municipal surface water quality (NPDES), industrial/commercial waste control, conservation programs, and CalRecycle grant implementation, currently providing these services to over thirty cities within the Los Angeles, Orange, and San Bernardino Counties. We have been providing services – to include Used Oil Recycling and Beverage Container Recycling Programs to the City of South Gate since 1993.

In the enclosed proposal, we have outlined an effective strategy on how JLHA can increase and sustain used oil recycling and beverage container recycling efforts within the City of South Gate. Specific qualifications and experience are detailed in the Executive Summary of the Proposal. The Proposal also includes:

- JLHA's general information, qualifications and experience, key staff, and references
- Scope of work and project understanding, work examples, and
- Standard rates

We are excited to offer our services for these programs. Please do not hesitate to contact us if you have any questions or would like further information. The primary contact for this proposal is:

John Hunter, Program Manager
John L. Hunter and Associates
6131 Orangethorpe Ave, Suite 300
Buena Park, CA 90620
(562) 802-7880, Ext. 225
jhunter@jlha.net

Sincerely,

A handwritten signature in black ink that reads "John L. Hunter".

John Hunter

6131 ORANGETHORPE AVE SUITE 300 | BUENA PARK, CA 90620 | (562) 802-7880 | www.jlha.net
GENERAL ENGINEERING LICENSE A-582340 | HAZARDOUS SUBSTANCE REMEDIATION LIC. 3382

COMPREHENSIVE ENVIRONMENTAL MANAGEMENT

February 23, 2017

As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs



Prepared For:

City of South Gate
Guillermo Petra
Assistant Engineer
8650 California Ave
South Gate, CA 90280

Prepared By:

John L. Hunter and Associates
6131 Orangethorpe Ave, Ste 300
Buena Park, CA 90620

Proposal Contact:

John Hunter, Principal
jhunter@jlha.net
(562) 802-7880 ext. 225



I. Qualifications and Experience

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation established in 1985 that specializes in serving municipal clients. JLHA’s mission is to provide its clients with the expertise necessary to comply with mandated environmental programs, such as used oil recycling, and beverage container recycling, the National Pollutant Discharge Elimination System (NPDES), stormwater and watershed management, industrial waste and fats, oils and grease (FOG) control, and water conservation. Services provided under these programs include program management, engineering, inspections, monitoring, grant administration, and public education.

JLHA has been working with the City since 1993 and is currently implementing the City’s Used Oil, Beverage Recycling Program and NPDES (stormwater) program. For the past 18 years, JLHA has successfully increased awareness and recycling efforts within the community while implementing the city’s Used Oil and Beverage Container Recycling Programs. JLHA has played an integral role in the City’s endeavors, including arranging filter exchanges, participating in events, and creating and planning the City’s Earth Day Community Cleanup.

JLHA project team listed below is fully available to implement the Used Oil and Beverage Container Recycling Programs for the city. The JLHA team members have assisted in the implementation of the Used Oil and Beverage Container Recycling Programs for all current clients.

As part of a thorough quality assurance/control process, all of the developed content, event planning and coordination, project materials, and completed reports will undergo review by the JLHA team managers prior to distributing to the city. This ensure all the required elements are effectively incorporated into the project and all deadlines are met. JLHA staff involved with the services and their percentage of time allotted to the project:

- John L. Hunter - Program Manager - Percentage of current workload time allotted (20%)
- Michelle Staffield - Project Manager - Percentage of current workload time allotted (30%)
- Marie Anne Antiga - Project Assistant - Percentage of current workload time allotted (20%)

Currently, JLHA implements the used oil recycling programs for six (6) cities and the beverage container recycling program for three (3) cities in the Southland. Services provided include:

- Grant administration
- Public education and outreach
- Recycling center support and administration
- Partnership with Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

Below is a list of references that JLHA currently serves as a Used Oil Recycling and Beverage Container Recycling Consultant.

Recycling Program	City	Contact	Address	Phone Number
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Used Oil, Beverage Container	Lynwood	Salvador Mendez	11330 Bullis Rd. Lynwood, CA	(310) 603-0220, Ext. 829
Used Oil	Monterey Park	Amy Ho	320 W. Newmark Ave. Monterey Park, CA	(626) 307-1430
Used Oil	Seal Beach	Patrick Gallegos	211 Eighth St. Seal Beach, CA	(562) 431-2527, Ext. 1308
Used Oil	Temple City	Andrew Coyne	9701 Las Tunas Dr. Temple City, CA	(626) 285-2171, Ext. 4344

II. [Scope of Work and Project Understanding](#)

The Department of Resources Recycling and Recovery (CalRecycle) distributes an annual grant to the City specifically for the Used Oil Recycling and Beverage Container Recycling programs. JLHA and the City will work together to implement projects to achieve the goals of the Used Oil Recycling and Beverage Container Recycling Grant program.

Below is an outline of the tasks that will be implemented for both Used Oil Recycling and Beverage Container Recycling programs for the 2016-17 fiscal year. All outreach activities and vendor purchases will have prior approval from the City.

Task 1 – Public outreach and education

- *Activity #1: Print and social media*

JLHA will continue to collaborate with the City's stormwater program to promote used oil and beverage container recycling information through news outlets such as the City website and seasonal newsletter, *South Gate Vista*. JLHA will also utilize social media platforms such as Facebook, Twitter, and Instagram to provide program information. A minimum of four (4) newsletter articles and/or advertisements will be developed for print media and monthly content will be provided to for the City's social media.

- *Activity #2: Develop beverage container and used oil and filter recycling materials*

JLHA will develop designs for outreach materials that are both educational and functional. Materials will promote the City's recycling centers and serve as reusable items for used oil recycling and beverage container recycling. Promotional advertisements include banners, flyers, and newsletter articles.

- *Activity #3: Event participation*

A minimum of four (4) City/Community events will be attended to promote the used oil recycling and beverage container recycling programs. An informative environmental booth will be set up with educational brochures, promotional items, and an interactive display. JLHA will provide staff who are bilingual in English and Spanish will host the booths to effectively communicate to the community.

- *Activity #4: Used oil recycling and filter exchange events*

JLHA will coordinate with local certified collection centers (CCCs) such as AutoZone and Renteria Auto Parts to host a minimum of two (2) used oil recycling and filter exchange.

- *Activity #5: Host the City's annual Earth Day Community Cleanup*

JLHA will develop and promote the City's 12th annual Earth Day Community Cleanup Day event. JLHA will coordinate with youths, high school students, families, local businesses, and community groups for volunteer participation.

Task 2 – Recycling center surveys, support, and promotion

- *Activity #1: Promote existing used oil recycling certified collection centers (CCCs) and beverage container*

recycling centers

Both used oil recycling and beverage container recycling centers will promote all outreach materials, media outlets, and events.

- **Activity #2: Conduct annual Certified Collection Centers (CCC) surveys and collect used oil and filter recycling data.**

Certified Collection Centers (CCC) are used oil and filter recycling collection centers within the City. It is important to support the centers with materials they need and to help solve issues they may have. JLHA will conduct a survey at all CCCs at least once per fiscal year.

- **Activity #3: Administer used oil and filter hauler payments at local used oil recycling certified collection centers (CCCs)**

Due to the decrease of used oil prices, CalRecycle will provide payment for local CCCs to haul used oil and filters. This will include communication between participating certified centers and the hauler to administer the payments.

Task 3 – Partnership between City’s Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

- **Activity #1: Use Used Oil Recycling grant funds to implement stormwater projects**

JLHA will develop a plan targeted at increasing patron participation and filter recycling that is designated at reducing pollutants from entering storm drains. JLHA’s engineering and public outreach staff will work together to improve existing and new catch basins and LID projects to achieve NPDES compliance.

- **Activity #2: K-12 school outreach**

JLHA will promote LA County’s Environmental Defenders program for K-6 students and Battle of the Schools recycling contest and Streets to the Sea Challenge for 7-12 grade students. In addition, JLHA will coordinate with schools to increase K-12 student participation at the City’s annual Earth Day Community Cleanup event.

- **Activity #3: Integrated program outreach**

Both used oil recycling and beverage container recycling program outreach will be integrated with the City’s stormwater program. Combining the programs as one environmental message will help the South Gate community to learn to recycle both materials while protecting our waterways.

Task 4 – Grant Administration

JLHA will meet all CalRecycle used oil recycling and beverage container grant annual requirements including:

- Expend annual grant funds before the fiscal year deadline
- Complete and submit all CalRecycle grant documents (Funding Request/Grant Application, Annual Report)
- Communicate with CalRecycle grant advisors for project approvals and current grant updates
- Administer expenditures according to proportionate cost/rate
- Attend meetings on behalf of South Gate

III. Appendix A: Standard Rate Schedule

Principal/Staff Engineer	\$165/hr
Environmental Compliance Manager/Project Engineer	\$135/hr
Environmental Compliance Specialist and Public Outreach Manager	\$95/hr
Laborer (OSHA 40hr certified)/ Public Outreach Assistant	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Inspection – Industrial/commercial facilities	\$125/inspection
Inspection – State Industrial General Permit Facilities	\$250/inspection
Inspection – Combined CBR/FOG	\$150/inspection
Inspection – FOG only	\$115/inspection
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2017.

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

Fee Proposal

As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs

Task 1 – Public outreach and education

Task Cost: \$30,000

Staff: John Hunter (percentage of time for task – 20%)

Michelle Staffield (percentage of time for task – 60%)

Marie Anne Antiga (percentage of time for task – 20%)

- *Activity #1: Print and social media*
 - *Activity #2: Develop beverage container and used oil and filter recycling materials*
 - *Activity #3: Event participation*
 - *Activity #4: Used oil recycling and filter exchange events*
 - *Activity #5: Host the City's annual Earth Day Community Cleanup*
1. Attend a minimum of four (4) City/Community events to promote used oil and filter recycling to youths, high school students, young adults, families, and residents.
 2. Attend a minimum of four (4) City/Community events to promote beverage container recycling to youths, high school students, young adults, families, and residents.
 3. Develop a minimum of four (4) newsletter articles and advertisements for South Gate Vista and other media outlets.
 4. Develop promotional and functional outreach materials designed to increase used oil recycling (e.g. used oil recycling containers, funnels, shop towels, filter Ziploc bags).
 5. Develop promotional and functional outreach materials designed to increase beverage container recycling (e.g. recycle tote bags, bins, etc.)
 6. Host a minimum of two (2) used oil recycling and filter exchange events increase used oil recycling patrons and promote current used oil recycling certified centers
 7. Attend school meetings to promote used oil recycling and beverage container recycling program, Earth Day and Community Cleanup Day event
 8. Host Earth Day and Community Cleanup Day event
 - a. Coordinate with volunteers, staff and students, local businesses, and community groups for event participation.
 - b. Solicit local vendors for sponsorships and donations.

Task 2 – Recycling center surveys, support, and promotion

Task Cost: \$4,000

Staff: John Hunter (percentage of time for task – 30%)

Michelle Staffield (percentage of time for task – 50%)

Marie Anne Antiga (percentage of time for task – 20%)

- *Activity #1: Promote existing used oil recycling certified collection centers (CCCs) and beverage container recycling centers*
 - *Activity #2: Conduct annual Certified Collection Centers (CCC) surveys and collect used oil and filter recycling data.*
 - *Activity #3: Administer used oil and filter hauler payments at local used oil recycling certified collection centers (CCCs)*
1. Conduct annual Certified Collection Centers (CCC) surveys and data collection that is required in the CalRecycle Used Oil Payment Plan (OPP) Guidelines
 2. Administer recycled used oil and filter hauler payments for participating used oil recycling collection centers
 3. Promote all recycling centers on outreach materials, events, and media outlets

Task 3 – Partnership between City’s Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

Task Cost: \$9,300

Staff: John Hunter (percentage of time for task – 30%)

Michelle Staffield (percentage of time for task – 50%)

Marie Anne Antiga (percentage of time for task – 20%)

- *Activity #1: Use Used Oil Recycling grant funds to implement stormwater projects*
 - *Activity #2: K-12 school outreach*
 - *Activity #3: Integrated program outreach*
1. Develop partnership between City Stormwater, Used Oil Recycling, and Beverage Container Recycling Programs.
 2. Promote LA County’s Environmental Defenders program for K-6 students and Battle of the Schools recycling contest and Streets to the Sea Challenge for 7-12 grade students.
 3. Develop and design annual Environmental Calendar that includes all three programs.
 4. Work with schools to increase K-12 student participation at annual Earth Day Community Cleanup event.
 5. Promote all programs in English and Spanish
 6. Develop Stormwater mitigation projects that satisfy the requirements of the Used Oil Program

Task 4 – Grant Administration

Task Cost: \$4,000

Staff: John Hunter (percentage of time for task – 30%)

Michelle Staffield (percentage of time for task – 60%)

Marie Anne Antiga (percentage of time for task – 10%)

JLHA will meet all CalRecycle used oil recycling and beverage container grant annual requirements including:

- Expend annual grant funds before the fiscal year deadline
- Complete and submit all CalRecycle grant documents (Funding Request/Grant Application, Annual Report)
- Communicate with CalRecycle grant advisors for project approvals and current grant updates
- Administer expenditures according to proportionate cost/rate
- Attend meetings on behalf of South Gate

The amounts listed above is for 1 (one) year (2017). Costs for subsequent years (2018, 2019) is expected to be the same. Estimated cost will be dependent on the awarded grant amount for each program.

Rate schedule and hourly rate of project staff is provided on the next page.

Estimated cost is on a time and material basis not to exceed the above amount.

Standard Rate Schedule

Principal/Staff Engineer	\$165/hr
Environmental Compliance Manager/Project Engineer	\$135/hr
Environmental Compliance Specialist and Public Outreach Manager	\$95/hr
Laborer (OSHA 40hr certified)/ Public Outreach Assistant	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Inspection – Industrial/commercial facilities	\$125/inspection
Inspection – State Industrial General Permit Facilities	\$250/inspection
Inspection – Combined CBR/FOG	\$150/inspection
Inspection – FOG only	\$115/inspection
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2017.

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **City of South Gate, a municipal corporation**, ("City"), and **John L. Hunter and Associates, Inc.**, ("Consultant").

RECITALS

WHEREAS, City desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING PROGRAM FY 2017-2018, 2018-2019.**

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, Inc.
Buena Park, CA 90620

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.
Director of Public Works/City Engineer
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

B. The principal representative of the Consultant shall be:

Mr. John Hunter
John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, #350
Buena Park, CA 90620

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services, as needed, set forth in the "Proposal" attached hereto as Exhibit "A". Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in Exhibit "A". The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A".

5. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

6. Consultant's Personnel.

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

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

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

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

7. Compensation.

A. The total compensation to be paid by City to Consultant for as needed work and services described in Exhibits "A" shall be as submitted in the proposal for an amount not to exceed **\$47,300**. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty-five (45) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

8. Indemnity and Insurance.

A. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's negligent or willful acts, errors or omissions, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.

- (b) Comprehensive General Liability
- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

9. Termination for Convenience.

The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum

compensation provided for in this Agreement.

10. Termination for Cause.

A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

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

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 10, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

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

D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

11. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its

subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

12. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

13. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

14. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

15. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

16. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

17. Severability

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

18. Exhibits.

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated February 23, 2017

19. Governing Law.

This Agreement shall be governed by the laws of the State of California.

20. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement, and shall terminate on June 30, 2018 unless terminated otherwise in accordance with the terms of this agreement.

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND
JOHN L. HUNTER AND ASSOCIATES, INC.**

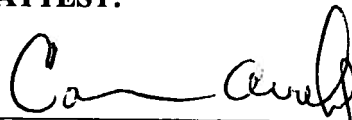
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**"CITY"
CITY OF SOUTH GATE**


By: 
Michael S. Flad, City Manager

Dated: 5-17-17

ATTEST:


Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

**"CONSULTANT"
JOHN L. HUNTER AND ASSOCIATES, INC.**

By: 
Signature

President
Title

Dated: 5/11/17



February 23, 2017

City of South Gate

ATTN: Guillermo Petra, Public Works Department

8650 California Ave.

South Gate, CA 90280

SUBJECT: As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs

Dear Mr. Guillermo Petra,

John L. Hunter & Associates, Inc. (JLHA) is pleased to submit this proposal for professional services associated with the City of South Gate's Used Oil Recycling and Beverage Container Recycling Programs. JLHA is an experienced environmental consulting firm that focuses on municipal surface water quality (NPDES), industrial/commercial waste control, conservation programs, and CalRecycle grant implementation, currently providing these services to over thirty cities within the Los Angeles, Orange, and San Bernardino Counties. We have been providing services – to include Used Oil Recycling and Beverage Container Recycling Programs to the City of South Gate since 1993.

In the enclosed proposal, we have outlined an effective strategy on how JLHA can increase and sustain used oil recycling and beverage container recycling efforts within the City of South Gate.

Specific qualifications and experience are detailed in the Executive Summary of the Proposal. The Proposal also includes:

- JLHA's general information, qualifications and experience, key staff, and references
- Scope of work and project understanding, work examples, and
- Standard rates

We are excited to offer our services for these programs. Please do not hesitate to contact us if you have any questions or would like further information. The primary contact for this proposal is:

John Hunter, Program Manager
John L. Hunter and Associates
6131 Orangethorpe Ave, Suite 300
Buena Park, CA 90620
(562) 802-7880, Ext. 225
jhunter@jlha.net

Sincerely,

A handwritten signature in black ink that reads "John L. Hunter".

John Hunter

6131 ORANGETHORPE AVE SUITE 300 | BUENA PARK, CA 90620 | (562) 802-7880 | www.jlha.net
GENERAL ENGINEERING LICENSE A-582340 | HAZARDOUS SUBSTANCE REMEDIATION LIC. 3382

COMPREHENSIVE ENVIRONMENTAL MANAGEMENT

February 23, 2017

As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs

Prepared For:

City of South Gate
Guillermo Petra
Assistant Engineer
8650 California Ave
South Gate, CA 90280

Prepared By:

John L. Hunter and Associates
6131 Orangethorpe Ave, Ste 300
Buena Park, CA 90620

Proposal Contact:

John Hunter, Principal
jhunter@jlha.net
(562) 802-7880 ext. 225



I. Qualifications and Experience

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation established in 1985 that specializes in serving municipal clients. JLHA's mission is to provide its clients with the expertise necessary to comply with mandated environmental programs, such as used oil recycling, and beverage container recycling, the National Pollutant Discharge Elimination System (NPDES), stormwater and watershed management, industrial waste and fats, oils and grease (FOG) control, and water conservation. Services provided under these programs include program management, engineering, inspections, monitoring, grant administration, and public education.

JLHA has been working with the City since 1993 and is currently implementing the City's Used Oil, Beverage Recycling Program and NPDES (stormwater) program. For the past 18 years, JLHA has successfully increased awareness and recycling efforts within the community while implementing the city's Used Oil and Beverage Container Recycling Programs. JLHA has played an integral role in the City's endeavors, including arranging filter exchanges, participating in events, and creating and planning the City's Earth Day Community Cleanup.

JLHA project team listed below is fully available to implement the Used Oil and Beverage Container Recycling Programs for the city. The JLHA team members have assisted in the implementation of the Used Oil and Beverage Container Recycling Programs for all current clients.

As part of a thorough quality assurance/control process, all of the developed content, event planning and coordination, project materials, and completed reports will undergo review by the JLHA team managers prior to distributing to the city. This ensure all the required elements are effectively incorporated into the project and all deadlines are met. JLHA staff involved with the services and their percentage of time allotted to the project:

John L. Hunter - Program Manager - Percentage of current workload time allotted (20%)
 Michelle Staffield - Project Manager - Percentage of current workload time allotted (30%)
 Marie Anne Antiga - Project Assistant - Percentage of current workload time allotted (20%)

Currently, JLHA implements the used oil recycling programs for six (6) cities and the beverage container recycling program for three (3) cities in the Southland. Services provided include:

- Grant administration
- Public education and outreach
- Recycling center support and administration
- Partnership with Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

Below is a list of references that JLHA currently serves as a Used Oil Recycling and Beverage Container Recycling Consultant.

Recycling Program	City	Contact	Address	Phone Number
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Used Oil, Beverage Container	Lynwood	Salvador Mendez	11330 Bullis Rd. Lynwood, CA	(310) 603-0220, Ext. 829
Used Oil	Monterey Park	Amy Ho	320 W. Newmark Ave. Monterey Park, CA	(626) 307-1430
Used Oil	Seal Beach	Patrick Gallegos	211 Eighth St. Seal Beach, CA	(562) 431-2527, Ext. 1308
Used Oil	Temple City	Andrew Coyne	9701 Las Tunas Dr. Temple City, CA	(626) 285-2171, Ext. 4344

II. Scope of Work and Project Understanding

The Department of Resources Recycling and Recovery (CalRecycle) distributes an annual grant to the City specifically for the Used Oil Recycling and Beverage Container Recycling programs. JLHA and the City will work together to implement projects to achieve the goals of the Used Oil Recycling and Beverage Container Recycling Grant program.

Below is an outline of the tasks that will be implemented for both Used Oil Recycling and Beverage Container Recycling programs for the 2016-17 fiscal year. All outreach activities and vendor purchases will have prior approval from the City.

Task 1 – Public outreach and education

- **Activity #1: Print and social media**
JLHA will continue to collaborate with the City's stormwater program to promote used oil and beverage container recycling information through news outlets such as the City website and seasonal newsletter, *South Gate Vista*. JLHA will also utilize social media platforms such as Facebook, Twitter, and Instagram to provide program information. A minimum of four (4) newsletter articles and/or advertisements will be developed for print media and monthly content will be provided to for the City's social media.
- **Activity #2: Develop beverage container and used oil and filter recycling materials**
JLHA will develop designs for outreach materials that are both educational and functional. Materials will promote the City's recycling centers and serve as reusable items for used oil recycling and beverage container recycling. Promotional advertisements include banners, flyers, and newsletter articles.
- **Activity #3: Event participation**
A minimum of four (4) City/Community events will be attended to promote the used oil recycling and beverage container recycling programs. An informative environmental booth will be set up with educational brochures, promotional items, and an interactive display. JLHA will provide staff who are bilingual in English and Spanish will host the booths to effectively communicate to the community.
- **Activity #4: Used oil recycling and filter exchange events**
JLHA will coordinate with local certified collection centers (CCCs) such as AutoZone and Renteria Auto Parts to host a minimum of two (2) used oil recycling and filter exchange.
- **Activity #5: Host the City's annual Earth Day Community Cleanup**
JLHA will develop and promote the City's 12th annual Earth Day Community Cleanup Day event. JLHA will coordinate with youths, high school students, families, local businesses, and community groups for volunteer participation.

Task 2 – Recycling center surveys, support, and promotion

- **Activity #1: Promote existing used oil recycling certified collection centers (CCCs) and beverage container**

recycling centers

Both used oil recycling and beverage container recycling centers will promote all outreach materials, media outlets, and events.

- **Activity #2: Conduct annual Certified Collection Centers (CCC) surveys and collect used oil and filter recycling data.**

Certified Collection Centers (CCC) are used oil and filter recycling collection centers within the City. It is important to support the centers with materials they need and to help solve issues they may have. JLHA will conduct a survey at all CCCs at least once per fiscal year.

- **Activity #3: Administer used oil and filter hauler payments at local used oil recycling certified collection centers (CCCs)**

Due to the decrease of used oil prices, CalRecycle will provide payment for local CCCs to haul used oil and filters. This will include communication between participating certified centers and the hauler to administer the payments.

Task 3 – Partnership between City’s Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

- **Activity #1: Use Used Oil Recycling grant funds to implement stormwater projects**

JLHA will develop a plan targeted at increasing patron participation and filter recycling that is designated at reducing pollutants from entering storm drains. JLHA’s engineering and public outreach staff will work together to improve existing and new catch basins and LID projects to achieve NPDES compliance.

- **Activity #2: K-12 school outreach**

JLHA will promote LA County’s Environmental Defenders program for K-6 students and Battle of the Schools recycling contest and Streets to the Sea Challenge for 7-12 grade students. In addition, JLHA will coordinate with schools to increase K-12 student participation at the City’s annual Earth Day Community Cleanup event.

- **Activity #3: Integrated program outreach**

Both used oil recycling and beverage container recycling program outreach will be integrated with the City’s stormwater program. Combining the programs as one environmental message will help the South Gate community to learn to recycle both materials while protecting our waterways.

Task 4 – Grant Administration

JLHA will meet all CalRecycle used oil recycling and beverage container grant annual requirements including:

- Expend annual grant funds before the fiscal year deadline
 - Complete and submit all CalRecycle grant documents (Funding Request/Grant Application, Annual Report)
 - Communicate with CalRecycle grant advisors for project approvals and current grant updates
 - Administer expenditures according to proportionate cost/rate
 - Attend meetings on behalf of South Gate
-

III. Appendix A: Standard Rate Schedule

Principal/Staff Engineer	\$165/hr
Environmental Compliance Manager/Project Engineer	\$135/hr
Environmental Compliance Specialist and Public Outreach Manager	\$95/hr
Laborer (OSHA 40hr certified)/ Public Outreach Assistant	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Inspection – Industrial/commercial facilities	\$125/inspection
Inspection – State Industrial General Permit Facilities	\$250/inspection
Inspection – Combined CBR/FOG	\$150/inspection
Inspection – FOG only	\$115/inspection
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2017.

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

Fee Proposal

As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs

Task 1 – Public outreach and education

Task Cost: \$30,000

Staff: John Hunter (percentage of time for task – 20%)

Michelle Staffield (percentage of time for task – 60%)

Marie Anne Antiga (percentage of time for task – 20%)

- *Activity #1: Print and social media*
 - *Activity #2: Develop beverage container and used oil and filter recycling materials*
 - *Activity #3: Event participation*
 - *Activity #4: Used oil recycling and filter exchange events*
 - *Activity #5: Host the City's annual Earth Day Community Cleanup*
-
1. Attend a minimum of four (4) City/Community events to promote used oil and filter recycling to youths, high school students, young adults, families, and residents.
 2. Attend a minimum of four (4) City/Community events to promote beverage container recycling to youths, high school students, young adults, families, and residents.
 3. Develop a minimum of four (4) newsletter articles and advertisements for South Gate Vista and other media outlets.
 4. Develop promotional and functional outreach materials designed to increase used oil recycling (e.g. used oil recycling containers, funnels, shop towels, filter Ziploc bags).
 5. Develop promotional and functional outreach materials designed to increase beverage container recycling (e.g. recycle tote bags, bins, etc.)
 6. Host a minimum of two (2) used oil recycling and filter exchange events increase used oil recycling patrons and promote current used oil recycling certified centers
 7. Attend school meetings to promote used oil recycling and beverage container recycling program, Earth Day and Community Cleanup Day event
 8. Host Earth Day and Community Cleanup Day event
 - a. Coordinate with volunteers, staff and students, local businesses, and community groups for event participation.
 - b. Solicit local vendors for sponsorships and donations.

Task 2 – Recycling center surveys, support, and promotion

Task Cost: \$4,000

Staff: John Hunter (percentage of time for task – 30%)

Michelle Staffield (percentage of time for task – 50%)

Marie Anne Antiga (percentage of time for task – 20%)

- *Activity #1: Promote existing used oil recycling certified collection centers (CCCs) and beverage container recycling centers*
 - *Activity #2: Conduct annual Certified Collection Centers (CCC) surveys and collect used oil and filter recycling data.*
 - *Activity #3: Administer used oil and filter hauler payments at local used oil recycling certified collection centers (CCCs)*
1. Conduct annual Certified Collection Centers (CCC) surveys and data collection that is required in the CalRecycle Used Oil Payment Plan (OPP) Guidelines
 2. Administer recycled used oil and filter hauler payments for participating used oil recycling collection centers
 3. Promote all recycling centers on outreach materials, events, and media outlets

Task 3 – Partnership between City’s Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

Task Cost: \$9,300

Staff: John Hunter (percentage of time for task – 30%)
 Michelle Staffield (percentage of time for task – 50%)
 Marie Anne Antiga (percentage of time for task – 20%)

- *Activity #1: Use Used Oil Recycling grant funds to implement stormwater projects*
 - *Activity #2: K-12 school outreach*
 - *Activity #3: Integrated program outreach*
1. Develop partnership between City Stormwater, Used Oil Recycling, and Beverage Container Recycling Programs.
 2. Promote LA County’s Environmental Defenders program for K-6 students and Battle of the Schools recycling contest and Streets to the Sea Challenge for 7-12 grade students.
 3. Develop and design annual Environmental Calendar that includes all three programs.
 4. Work with schools to increase K-12 student participation at annual Earth Day Community Cleanup event.
 5. Promote all programs in English and Spanish
 6. Develop Stormwater mitigation projects that satisfy the requirements of the Used Oil Program

Task 4 – Grant Administration

Task Cost: \$4,000

Staff: John Hunter (percentage of time for task – 30%)
 Michelle Staffield (percentage of time for task – 60%)
 Marie Anne Antiga (percentage of time for task – 10%)

JLHA will meet all CalRecycle used oil recycling and beverage container grant annual requirements including:

- Expend annual grant funds before the fiscal year deadline
- Complete and submit all CalRecycle grant documents (Funding Request/Grant Application, Annual Report)
- Communicate with CalRecycle grant advisors for project approvals and current grant updates
- Administer expenditures according to proportionate cost/rate
- Attend meetings on behalf of South Gate

The amounts listed above is for 1 (one) year (2017). Costs for subsequent years (2018, 2019) is expected to be the same. Estimated cost will be dependent on the awarded grant amount for each program.

Rate schedule and hourly rate of project staff is provided on the next page.

Estimated cost is on a time and material basis not to exceed the above amount.

Standard Rate Schedule

Principal/Staff Engineer	\$165/hr
Environmental Compliance Manager/Project Engineer	\$135/hr
Environmental Compliance Specialist and Public Outreach Manager	\$95/hr
Laborer (OSHA 40hr certified)/ Public Outreach Assistant	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Inspection – Industrial/commercial facilities	\$125/inspection
Inspection – State Industrial General Permit Facilities	\$250/inspection
Inspection – Combined CBR/FOG	\$150/inspection
Inspection – FOG only	\$115/inspection
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2017.

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

RECEIVED

City of South Gate

Item No. 12

CITY COUNCIL

DEC 4 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

11:25am

For the Regular Meeting of: December 10, 2019
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

SUBJECT: CARRYOVER OF OPEN PURCHASE ORDERS AND UNSPENT BUDGET APPROPRIATIONS FROM FISCAL YEAR 2018/19 TO FISCAL YEAR 2019/20

PURPOSE: To approve the carryover of open purchase orders and unspent budget appropriations from Fiscal Year 2018/19 to Fiscal Year 2019/20 to pay for purchase orders, projects and ongoing capital improvement projects that were not completed as of June 30, 2019.

RECOMMENDED ACTION: Authorize the carryover of unspent budget appropriations from Fiscal Year 2018/19 to Fiscal Year 2019/20 in the account numbers detailed in Exhibit A.

FISCAL IMPACT: The total increase, by fund, to the Fiscal Year 2019/20 budget is shown in the chart below. The detail of these totals is provided in Exhibit A.

FUND	FUND DESCRIPTION	OPERATING BUDGET	ON-GOING PROJECTS	TOTAL
100	GENERAL FUND	\$ 162,023.65	\$ 300,000.00	\$ 462,023.65
212	GAS TAX	3,000.00	30,224.14	\$ 33,224.14
223	AQMD	-	191,709.00	\$ 191,709.00
224	MEASURE R	36,311.84	-	\$ 36,311.84
235	ASSET FORFEITURE	-	179,708.00	\$ 179,708.00
243	CDBG	200,393.00	-	\$ 200,393.00
251	STREET LIGHTING & LANDSCAPING	35,782.00	-	\$ 35,782.00
262	UDAG	37,063.61	-	\$ 37,063.61
263	PUBLIC ACCESS CORP (PAC)	6,650.00	-	\$ 6,650.00
271	PARK ENHANCEMENT	-	17,538.74	\$ 17,538.74
322	HOUSING SUCCESSOR	25,000.00	960,000.00	\$ 985,000.00
411	WATER FUND	-	1,587,762.75	\$ 1,587,762.75
412	SEWER FUND	5,000.00	264,823.79	\$ 269,823.79
413	REFUSE	3,492.89	-	\$ 3,492.89
521	FLEET MANAGEMENT	-	85,000.00	\$ 85,000.00
522	INFORMATION TECHNOLOGY	-	791,451.35	\$ 791,451.35
523	EQUIPMENT REPLACEMENT	-	74,749.91	\$ 74,749.91
524	BUILDING & INFRASTRUCTURE MNTC	-	207,476.54	\$ 207,476.54
311	CAPITAL IMPROVEMENT PROJECTS	-	58,885,937.79	\$ 58,885,937.79
	TOTAL CARRYOVER	\$ 514,716.99	\$ 63,576,382.01	\$ 64,091,099.00

BACKGROUND: It is a normal accounting procedure that at the end of each fiscal year because some budgeted projects are not completed and some purchase orders are not completed/closed that the associated budget amounts get carried forward in order to be expended in the next fiscal year.

Several purchase orders, projects, and ongoing capital improvements that were budgeted in FY 2018/19 were not completed as of June 30, 2019. A majority of these purchase orders and projects are still in progress and some have since been completed and paid for in this current 2019/20 fiscal year. Therefore, funds appropriated in FY 2018/19 must be re-appropriated to FY 2019/20. Again, the process of re-appropriating funds for open purchase orders and unfinished projects is an annual accounting procedure that is necessary for the City's financial records to be accurate. If funds are not re-appropriated to FY 2019/20, the amounts paid in FY 2019/20 for the open purchase orders and unfinished projects budgeted for in FY 2018/19 will cause the current FY 2019/20 budget to be overspent.

ATTACHMENT: Listing of Open Purchase Orders and Projects and Ongoing Capital Improvement Projects (CIP) for carryover from FY 2018/19 to FY 2019/20.

**CITY OF SOUTH GATE
CARRYOVER OF BUDGET FOR OPEN PURCHASE ORDERS & PROJECTS
AND ONGOING CAPITAL IMPROVEMENT PROJECTS (CIP)
FROM FY 2018/19 TO FY 2019/20**

<u>ACCOUNT NO.</u>	<u>DEPT</u>	<u>CARRYOVER AMOUNT</u>	<u>PURPOSE/VENDOR</u>	<u>PO#/REF</u>	<u>STATUS</u>
<u>GENERAL FUND</u>					
100-301-12-6101	AS	66,488.75	MV CHENG & ASSOCIATES, INC.	3975	Dec. 2019
100-303-12-6101	AS	1,000.00	PROCUREMENT AND BUSINESS	4623	Completed
100-601-42-6101	CD	12,347.90	KOSMONT COMPANIES	4124	In Progress
100-601-42-6101	CD	5,850.00	RIVAL CREATIVE, LLC	4799	In Progress
100-701-31-6101	PW	93.00	WILLDAN	0004494	In Progress
100-701-31-6101	PW	1,407.00	MINAGAR & ASSOCIATES, INC.	0004562	In Progress
100-701-31-6101	PW	7,164.62	MNS ENGINEERS, INC.	0004585	In Progress
100-701-31-6101	PW	1,204.00	JMD - ENGINEERING (LOS) ANALYSIS	0004815	In Progress
100-701-31-6101	PW	5,270.00	JMD - ENGINEERING CLASS I BIKEWAY CORRIDOR	0004822	In Progress
100-701-31-6101	PW	10,464.58	MANAGEMENT PARTNERS INC.	0005134	In Progress
100-701-31-6106	PW	10,000.00	NV5, INC.	0004331	In Progress
100-701-31-6701	PW	733.80	XEROX CORP	0005179	In Progress
100-710-12-6701	PW	10,000.00	HVAC DUCT CLEANING	Budget C/O	In Progress
100-710-12-6702	PW	30,000.00	HONEYWELL	Budget C/O	In Progress
100-701-31-9100	PW	300,000.00	LIGHTING IMPROVEMENTS	Budget C/O	In Progress
Total General Fund		462,023.65			
<u>GAS TAX FUND</u>					
212-713-31-6101	PW	3,000.00	3M SIGN INVENTORY SERVICE AGREEMENT	Budget C/O	In Progress
212-713-31-9005	PW	30,224.14	SASE COMPANY INC - STREET EQUIP	5156	In Progress
Total Gas Tax		33,224.14			
<u>AQMD</u>					
223-610-49-9005	CD	191,709.00	CHARGING STATION FOR ELECTRIC VEHICLES	Budget C/O	In Progress
Total AQMD		191,709.00			
<u>MEASURE R</u>					
224-780-31-6101	PW	22,855.08	GATEWAY CITIES COG - ATLANTIC/BLVD CORR STDY	3616	Completed
224-780-31-6101	PW	9,115.50	WILLDAN - I-710 SOUNDWALL	0003787	In Progress
224-780-31-6101	PW	4,341.26	PLACEWORKS - REVIEW DRAFT EIR	0004121	In Progress
Total Measure R		36,311.84			
<u>ASSET FORFEITURE</u>					
235-570-21-9004	PD	50,000.00	DETECTIVE BUREAU PROJECT/PD BATHROOM/FURNITURE	Budget C/O	In Progress
235-570-21-9100	PD	129,708.00	DETECTIVE BUREAU PROJECT/PD BATHROOM	Budget C/O	In Progress
Total Asset Forfeiture		179,708.00			
<u>CDBG</u>					
243-634-49-6635	CD	60,393.00	COMMERCIAL FAÇADE	Budget C/O	In Progress
243-634-39-9404	CD	140,000.00	SIDEWALK REPLACEMENT	Budget C/O	In Progress
Total CDBG		200,393.00			
<u>STREET LIGHTING/LANDSCAPING</u>					
251-714-25-6101	PW	9,000.00	WILLDAN - ENGINEERING ASSESSEMENT	Budget C/O	In Progress
251-714-25-6702	PW	5,000.00	HONEYWELL	Budget C/O	In Progress
251-714-25-6703	PW	21,782.00	CENTRACS - TRAFFIC MANAGEMENT CENTER SYST	Budget C/O	In Progress
Total Street Lighting & Lan		35,782.00			
<u>UDAG</u>					
262-401-41-6101	P&R	22,015.00	RSG, INC - INCREASE NON-PROFIT & CO	5170	In Progress
262-603-41-6701	CD	13,336.61	DEKRA-LITE - DEC LIGHTS - NEWLY PLANTED TREES	4399	In Progress
262-603-41-9004	CD	1,712.00	DEKRA-LITE - INSTALL TREE LIGHTS	3333	In Progress
Total UDAG		37,063.61			
<u>PUBLIC ACCESS CORP (PAC)</u>					
263-150-12-6101	CM	6,650.00	TRIEPEI, SMITH AND ASSOCIATES - CABLE CHANNEL	5117	In Progress
Total Public Access Corp		6,650.00			
<u>PARK ENHANCEMENT</u>					
271-490-61-9004	P&R	17,538.74	USA SHADE & FABRIC STRUCTURES - SR CENTER	5115	In Progress
Total Park Enhancement		17,538.74			
<u>HOUSING SUCCESSOR</u>					
322-630-43-6360	PW	25,000.00	RELOCATION OF BUSINESS - 9019 LONG BEACH BLVD	Budget C/O	In Progress
322-630-43-9001	PW	960,000.00	PURCHASE OF 9019 LONG BEACH BLVD PROPERTY	Budget C/O	In Progress
Total Housing		985,000.00			

<u>ACCOUNT NO.</u>	<u>DEPT</u>	<u>CARRYOVER</u> <u>AMOUNT</u>	<u>PURPOSE/VENDOR</u>	<u>PO#/REF</u>	<u>STATUS</u>
<u>WATER</u>					
411-731-71-9006	PW	64,580.00	SCADA, GIS & Crystal Upgrades	CIP C/O	In Progress
411-731-71-9100	PW	14,057.00	Facilities Improvements	CIP C/O	In Progress
411-731-71-9500	PW	436,426.00	Other infrastructure Improvements	CIP C/O	In Progress
411-731-71-9551	PW	5,236.00	Well #28 (Elizabeth Reservoir)	CIP C/O	Completed
411-731-71-9554	PW	119.00	Water Advance Mete Replacement, Ph-1	CIP C/O	Completed
411-731-71-9555	PW	776,544.00	Upgrade Water Facilities	CIP C/O	In Progress
411-731-71-9557	PW	49,023.00	Water system Chlorination Facilities Upgrade	CIP C/O	In Progress
411-731-71-9566	PW	22,000.00	General Pump Company	CIP C/O	In Progress
411-731-71-9567	PW	136,945.75	Well #18 Energy Efficiency Rehabilitation	CIP C/O	In Progress
411-731-71-9573	PW	82,832.00	California Avenue Water Main Crossing	CIP C/O	In Progress
Total Water		1,587,762.75			
<u>SEWER</u>					
412-732-52-6702	PW	5,000.00	HONEYWELL	Budget C/O	In Progress
412-732-52-9501	PW	264,823.79	SEWER IMPROVEMENTS	CIP C/O	In Progress
Total Sewer		269,823.79			
<u>REFUSE</u>					
413-733-51-6608	PW	3,492.89	JOHN L. HUNTER AND ASSOCIATES - USED OIL REC	4101	In Progress
Total Refuse		3,492.89			
<u>FLEET MANAGEMENT</u>					
521-750-12-9006	PW	85,000.00	FUEL MANAGEMENT SYSTEM/CONVERSION KIT	Budget C/O	In Progress
Total Fleet		85,000.00			
<u>INFORMATION TECHNOLOGY</u>					
522-305-12-9006	AS	791,451.35	TECHNOLOGY MASTERPLAN	Budget C/O	In Progress
Total Information Technolc		791,451.35			
<u>EQUIPMENT REPLACEMENT</u>					
523-414-61-9100	P&R	12,000.00	CARPET REPLACEMENT - SPORTS CENTER OFFICE	Budget C/O	In Progress
523-415-61-9004	P&R	20,000.00	REPAIR GLASS SLIDING DOORS AT STADIUM	Budget C/O	In Progress
523-415-61-9004	P&R	15,000.00	POOL SLIDING DOOR	Budget C/O	In Progress
523-460-61-9005	P&R	20,000.00	AUTOMATIC ELECTRIC POWER GATE	Budget C/O	In Progress
523-710-12-9003	PW	6,994.70	BENNETT-BOWEN & LIGHTHOUSE INC	5357	In Progress
523-710-12-9005	PW	755.21	RSPE AUDIO SOLUTIONS	5130	Completed
Total Equipment Repl		74,749.91			
<u>BUILDING & INFRA MAINT</u>					
524-401-61-9200	P&R	207,476.54	HOLLYDALE COMM PARK	Budget C/O	In Progress
Total Building & Infra		207,476.54			
<u>CAPITAL IMPROVEMENT PROJECTS FUND</u>					
311-790-31-9408	PW	11,476,190.03	I-710 Interchange Phase IV	CIP C/O	In Progress
311-790-31-9425	PW	496,076.00	Firestone/Atlantic Improvements	CIP C/O	In Progress
311-790-31-9433	PW	3,372,235.10	Garfield/Imperial Street Improvements	CIP C/O	In Progress
311-790-31-9447	PW	5,196,752.54	Firestone Blvd Median Island Alameda/LA	CIP C/O	In Progress
311-790-31-9451	PW	5,636.00	Gardendale Ave Pavement Rehab	CIP C/O	In Progress
311-790-31-9457	PW	1,538,384.84	Firestone/Otis Widening & Imp Hwy Median	CIP C/O	In Progress
311-790-31-9458	PW	251,023.25	Firestone/Atlantic-Railroad Upgrades	CIP C/O	In Progress
311-790-31-9562	PW	2,763.00	Firestone Blvd Bridge Mod at Rio Hondo	CIP C/O	In Progress
311-790-31-9564	PW	3,179,661.10	Garfield Ave Median Improvements	CIP C/O	In Progress
311-790-31-9565	PW	6,731,473.00	Long Beach Pedestrian Improvements	CIP C/O	In Progress
311-790-31-9570	PW	98,816.00	TMDL Catch Basin Upgrade	CIP C/O	In Progress
311-790-31-9571	PW	8,810,261.60	I-710 Soundwall Project-Const Phase	CIP C/O	In Progress
311-790-31-9572	PW	1,563,280.06	Chakemco Improvements - Atlantic-Legacy	CIP C/O	In Progress
311-790-31-9574	PW	67,212.00	Paramount at Somerset Improvements	CIP C/O	In Progress
311-790-39-9404	PW	37,855.00	Sidewalk Replacement	CIP C/O	In Progress
311-790-39-9435	PW	26,904.33	Safe Routes to School - Cycle 8	CIP C/O	In Progress
311-790-39-9438	PW	8,417.00	Safe Routes to School - Cycle 9	CIP C/O	In Progress
311-790-39-9441	PW	86,265.00	Left-Turn Signals-Alameda/Firestone Blvd	CIP C/O	In Progress
311-790-39-9443	PW	7,087.00	Left-Turn Signals-Firestone Blvd/State	CIP C/O	In Progress
311-790-39-9454	PW	151,190.39	Safe Routes to School-Cycle 10	CIP C/O	In Progress
311-790-39-9455	PW	3,586.00	Paramount Blvd/Gardendale TS Modification	CIP C/O	In Progress
311-790-39-9456	PW	17,120.00	Systematic Safety Analysis Report (HSIP)	CIP C/O	In Progress
311-790-39-9468	PW	226,947.50	Lighting & Energy Efficiency (Parks) (\$300K from GF)	CIP C/O	In Progress
311-790-39-9469	PW	373,863.10	Citywide Sidewalk Improvements, Phase V	CIP C/O	In Progress
311-790-39-9470	PW	494,930.00	Citywide Sidewalk Improvements, Phase VI	CIP C/O	In Progress
311-790-39-9471	PW	1,733,958.04	Tweedy Blvd TS Synchronization	CIP C/O	In Progress
311-790-39-9472	PW	175,010.83	Hildreth Avenue Traffic Mitigations	CIP C/O	In Progress
311-790-49-9904	PW	393,693.47	City Hall Complex & Fac Improvements	CIP C/O	In Progress
311-790-49-9905	PW	3,527,354.50	Courthouse Adaptive Reuse Project	CIP C/O	In Progress
311-790-49-9906	PW	179,317.20	City Hall Interior Remodeling Project	CIP C/O	In Progress
311-790-49-9907	PD	13,575.00	SG Emergency Operation Center Remodeling	CIP C/O	In Progress
311-790-61-9200	P&R	63,670.00	Park Improvements	CIP C/O	In Progress

<u>ACCOUNT NO.</u>	<u>DEPT</u>	<u>CARRYOVER</u>		<u>PURPOSE/VENDOR</u>	<u>PO#/REF</u>	<u>STATUS</u>
		<u>AMOUNT</u>				
311-790-61-9212	P&R	88,754.15		South Gate & Cesar Chavez Park-Restrooms	CIP C/O	In Progress
311-790-61-9214	PW	7,818,199.23		Urban Orchard	CIP C/O	In Progress
311-790-61-9217	P&R	159,107.80		Circle Park Renovation Project	CIP C/O	In Progress
311-790-61-9460	P&R	449,521.20		Sports Center Skylights Upgrade	CIP C/O	In Progress
311-790-69-9424	P&R	59,846.53		Seaborg Building Relocation	CIP C/O	In Progress
Total CIP Fund		<u>58,885,937.79</u>				
GRAND TOTAL		<u>64,091,099.00</u>				

RECEIVED

Item No. 13

DEC 4 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

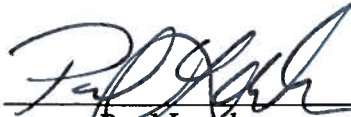
9:10am

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: PROPOSED MUSIC FESTIVAL WITH LIMITED ALCOHOL SERVICE

PURPOSE: To receive direction from the City Council regarding a request for a Music Festival Event at South Gate Park in August 2020 which would include limited alcohol service.

RECOMMENDED ACTIONS:

- a. Approve the request of Jack Leavitt for a Music Festival Event (Event) with limited alcohol service at South Gate Park in August of 2020;
- b. Direct staff to negotiate an agreement with the music festival producer and present the agreement to the City Council for formal approval at a future City Council Meeting; and
- c. Direct staff to prepare a Resolution to include restrictions and conditions of approval to allow limited alcohol service during the Event and present it to the City Council for adoption at a future City Council Meeting.

PA/MS

FISCAL IMPACT: There is no fiscal impact. This Event is expected to cover all of the City's expenses but is unlikely to generate a significant profit in its first year and the profit is unknown. In the event that the festival is successful and continues in future years, it is expected that the City would share in any profits through a specified donation.

ALIGNMENT WITH COUNCIL GOALS: None.

ANALYSIS: Over the years, the City has made several efforts to bring significant cultural events to the city including several musical performances and an "Opera in the Park" event. Past history has shown that the quality of the performers and the production significantly impact the success of the event. Over the years, the City has had several discussions with promoter Jack Leavitt about holding a Hispanic Rock concert event at South Gate Park.

To date, the City has not been able to work with Mr. Leavitt, as he requires alcohol sponsors and the sale of alcohol to make his event possible. In recent years, the City has allowed the service and consumption of alcohol at the park for selected one day events. Mr. Leavitt has approached the City again, proposing a day long Musical Festival Event in August of 2020. Staff believes that an appropriate date could be found that does not conflict with the parks existing schedule, and if the City Council is willing to waive the enforcement of the prohibition of alcohol for the Event, the event could be a significant opportunity for the community.

All that is being requested of the City Council tonight is to approve the concept and commit to the approval of an alcohol waiver if an agreement is negotiated and approved by the City Council at a future date. Negotiation of such an agreement will require a significant commitment of time on both sides and tentative scheduling commitments from performers must be secured to determine the exact date of the event. Staff is therefore requesting approval in concept and direction from the City Council to begin negotiations for such an event. If approved, staff will return to the City Council in February with a detailed agreement and Resolution, including all public benefits, costs and appropriate restrictions as typically required by events serving alcohol at the park, for formal approval.

BACKGROUND: Jack Leavitt spent over 20 years as a successful Rock Concert promoter working with major stars at the time. In 1987, Jack came out of a short “retirement” period to begin working on a new music sensation that he felt would sweep the nation, Rock en Espanol or Spanish language Rock. Decades later, Mr. Leavitt is still working to promote Spanish language music and performers and is still producing and promoting concert events.

For several years, Mr. Leavitt has wanted to bring some of his Spanish language rock performers to the South East area. Mr. Leavitt first proposed his concept and requested to include alcohol in an event at the park in 2012 and again in 2013. With South Gate Park being one of the best potential venues in the South East Area, he has continued to meet with City staff to assess the feasibility of such an event. The one consistent roadblock has been costs and the use of alcohol sponsors for the event.

In order to be able to cover the high cost of staging such an event as well as the cost of the caliber of performer that Mr. Leavitt plans to bring to our City, he must either charge an entrance fee that will be outside the ability of most of our residents to pay or he must bring in sponsors. The most likely sponsors for such an event would be alcohol sponsors, who, as part of their sponsorship, will want to be able to serve the product that they are promoting.

Mr. Leavitt and his company are well familiar with organizing and implementing large public concerts which include alcohol. Back in 2012, staff and several City Council members attended the Long Beach Lobster Festival, an event produced by Mr. Leavitt and his team. They were impressed by the professionalism of the event and event staff as well as the peaceful, festive atmosphere. Mr. Leavitt maintains a great reputation within the industry through his continued successful and smooth operations.

Mr. Leavitt requested that staff consider a potential concert in August of 2020 at South Gate Park. Staff believes that this is possible based upon the current park schedule and feels that such an event could bring many benefits to the community. An event with top level recording artists in South Gate would promote South Gate’s growing notoriety as a leader in the South East Los Angeles area.

In addition, any event agreement would ensure that all City costs, including policing, would be covered by the promoter. Mr. Leavitt has an interest in working with the local schools’ music programs and supporting future performers, which would include participation with and donations to these music programs, is one of the public benefits he is offering. The agreement would also include a percentage of profits which would be donated to the City for park improvements. The specific details of these public benefits would be included in the agreement which will be considered by the City Council for final approval.

ATTACHMENT: None.

RECEIVED

DEC 4 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

1:45pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Administration

Management Analyst: M. R. Z.
Marina Urias

City Manager: [Signature]
Michael Flad

SUBJECT: APPROPRIATION OF FUNDS TO PURCHASE NEW EQUIPMENT TO BROADCAST ON THE CITY'S CABLE CHANNEL 3

PURPOSE: To purchase new equipment to broadcast on the City's cable Channel 3.

RECOMMENDED ACTION: Appropriate \$17,313 from the unassigned fund balance of the General Fund to Account Number 100-150-44-6208 (General Fund – Community Promotion – Office Equipment) to purchase new equipment to broadcast on the City's cable Channel 3.

GA/1/18/19
FISCAL IMPACT: Funds, in the amount of \$27,687, were included in the Fiscal Year 2019/20 Public Access Corporation (PAC) Fund budget for this item; however, that amount is not sufficient to cover the full cost of the purchase. Therefore, if the City Council approves this purchase, additional funds, in the amount of \$17,313 will need to be appropriated from the unassigned General Fund balance.

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal to improve communications and civic engagement with an emphasis on expanding electronic media and digital access.

ANALYSIS: In order to keep Channel 3 operating, the City must replace its video production equipment to have the ability to increase overall scheduling and the quality of programming that is broadcasted. The upgraded hardware will allow the City to easily broadcast and share City content consistently on Channel 3 and stream live video recordings. Additionally, the new equipment upgrades will streamline the process for staff to easily distribute content and provide the City another communication outlet to reach and connect with residents and businesses.

BACKGROUND: The City owns and operates Channel 3, which can be accessed locally by any resident living in South Gate who subscribes to Spectrum cable services. The City is currently displaying a PowerPoint presentation on Channel 3 with basic city information such as City Hall and Sport Center business hours, swim stadium hours, graffiti hotline, The Gate Shuttle information, City Council and commissions meeting schedules. Because there is no backup equipment to operate the channel, it is important for the City to purchase new equipment if the Board of Directors desires to

continue airing content on Channel 3. Per the Channel 3 evaluation report that was completed by the City's consultant, Tripepi Smith and Associates, Inc., the cost to replace the equipment is estimated at \$45,000. The new equipment would ensure Channel 3 remains viable and a community resource for several more years. If the Board of Directors were to provide direction to update the equipment to broadcast on Channel 3, staff will prepare a Request for Proposals (RFP) to obtain bids for the new equipment and installation.

ATTACHMENTS: None.

RECEIVED

DEC 8 2019

City of South Gate
CITY COUNCIL

Item No. 15

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

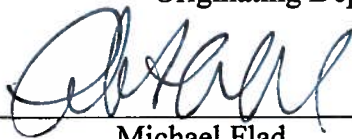
4:10pm

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Administration

City Manager:


Michael Flad

City Manager:


Michael Flad

SUBJECT: CANCELLATION OF THE REGULARLY SCHEDULED CITY COUNCIL MEETING OF DECEMBER 24, 2019

PURPOSE: To formally cancel the second City Council meeting in December due to City Hall closure for the holiday break.

RECOMMENDED ACTION: Cancel the regularly scheduled City Council meeting of Tuesday, December 24, 2019, in observation of City Hall closure for the holiday break.

FISCAL IMPACT: None

ANALYSIS: None

BACKGROUND: The second City Council meeting in December has been dark for decades due to the closure of City Hall for the holiday break. This year, City Hall will be closed December 24, 2019 through January 1, 2019; this action will formalize the cancellation of the City Council meeting of December 24, 2019.

ATTACHMENT: None

RECEIVED

DEC 3 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:15pm

AGENDA BILL

For the Regular Meeting of: December 10, 2019
Originating Department: Administrative Services

Department Director: Jackie Acosta
Jackie Acosta

City Manager: Michael Flad
Michael Flad

SUBJECT: SECOND WARRANT REGISTER IN DECEMBER 2019

PURPOSE: To authorize the City Council Auditor to review and approve the second warrant register in December 2019 since there will not be a second City Council meeting in December.

RECOMMENDED ACTION: Authorize the City Council Auditor to review and approve the second warrant register in December 2019.

FISCAL IMPACT: None, however, this action allows for timely payment of the City's obligations.

ANALYSIS: If the City were to wait until the first meeting in January 2020 to approve the second December warrant register, vendors would have to wait an extra three weeks to be paid and some invoices would become past due causing the City to pay late fees.

BACKGROUND: For several years, the City of South Gate has gone dark for the second City Council meeting in December due to the holidays. However, in order to pay vendors in a timely manner without incurring late fees and penalties or causing undue hardship on vendors, the City has consistently still processed a second warrant register in December and released the checks prior to City Hall closing for the holidays. Therefore, staff is requesting that the City Council authorize the City Council Auditor, Council Member Maria Davila, to review and approve the second warrant register in December 2019. The proposed timeline for the second warrant register is:

Task	Date
Run Checks	Tuesday, December 17, 2019
Submit to City Council Auditor	Wednesday, December 18, 2019
City Council Auditor reviews and approves	Wednesday/Thursday, December 18/19, 2019
Mayor signs checks	Thursday, December 19, 2019
Mail Checks	Monday, December 23, 2019

The December 17, 2019, warrant register will be placed on the City Council agenda for ratification by the City Council at the regularly scheduled meeting of January 14, 2020.

ATTACHMENTS: None.

RECEIVED

DEC 3 2019

Item No. 17

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Office of the City Clerk

Department Director:


Carmen Avalos

City Manager:


Michael Flad

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

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

RECOMMENDED ACTION:

- A. Approve the Regular Meeting and Special Meeting minutes of November 12, 2019.

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
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 12, 2019**

CALL TO ORDER M. Belén Bernal, Mayor called a Regular City Council meeting to order at 6:47 p.m.

INVOCATION Pastor Bobby Scott, Community of Faith Bible Church

PLEDGE OF ALLEGIANCE 1st Sergeant Cliff Henderson

ROLL CALL Greg Martinez, City Treasurer

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

LATE Carmen Avalos, City Clerk arrived at 7:05 p.m.

1
PROCLAMATIONS The City Council unanimously issued Proclamations declaring November 11, 2019, as Veterans Day in honor of the men and women who served in the Armed Forces; and will present the Proclamations to the City's organizations that support veterans.

RECESS The City Council recessed at 7:18 p.m., and reconvened at 7:28 p.m., with all Members of Council present.

2
PROCLAMATIONS The City Council unanimously issued a Proclamation declaring November 12, 2019, as Law Enforcement Records and Support Personnel Day in the City of South Gate.

3
PROCLAMATIONS The City Council unanimously issued a Proclamation declaring Saturday, November 30, 2019, as Small Business Saturday.

4
APPOINTMENTS The City Council considered filling vacancies and making changes to appointees serving on City Commissions/Committees: appointments must be ratified by a majority vote of the City Council.

The City Council unanimously requested that this item be placed on the November 26th City Council agenda.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 12, 2019

5

POLICE

The City Council conducted a Public Hearing and unanimously approved A, B and C by Mayor Bernal and seconded by Council Member Davila.

- a. Accepted the Edward Byrne Memorial Justice Assistance Grant Funds, in the amount of \$2,970, for Mental Health Training for Police Department personnel;
- b. Increased the Fiscal Year 2019/20 Law Enforcement Grants Fund revenue projection in Account Number 231-4629 (Law Enforcement Grants Fund BSCC Edward Byrne Grant) by \$2,970, from \$0 to \$2,970; and
- c. Amended the Fiscal Year 2019/20 Law Enforcement Grants Fund budget by appropriating \$2,970 to Account No. 231-560-21-6340 (Law Enforcement Grants Fund 2019 Edward Byrne Grant (Mental Health) - Training) to cover the cost of mental health training for law enforcement personnel.

Mayor Bernal opened the public hearing and asked if anyone in the audience wishes to speak on this item. Seeing no come forward, Mayor Bernal closed the public hearing.

DEVIATE FROM THE AGENDA

At this time, there being no objections, Mayor Bernal stated that item 14 would be considered out of its regular agenda order.

14

STREET FAIRS

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

- a. Approved Event License Agreement (Contract No. 3359) with the Tweedy Mile Association to produce the Annual Tweedy Street Fair Festival for a term of three years;
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Appointed the Director of Community Development as the City Agent to act on behalf of the City in matters required for the successful execution of this Agreement.

Mayor Bernal requested that staff provided a detailed report on the 4th of July carnival.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 12, 2019

COMMENTS FROM THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue, thanked Public Works and Community Development for removing the mobile container in front of the 7-11 store in Hollydale. She also thanked the Mayor for discussing elected officials speaking out on social media at the last Council Meeting. She spoke about the Rancho Los Amigos Project meeting in Downey that many South Gate residents attended. Lastly, she reported that there is a sidewalk vendor for the past month walking down the middle of the street, honking her horn loudly. This vendor does not have a license.

Armando Velasquez, 3365 Independence Avenue, spoke about bringing the Kiwanis Club back to the City of South Gate.

Mr. Nayola, 8422 Victoria Avenue, spoke about parking and street repairs on Tenaya Avenue and would like the area to be posted no parking on holidays.

Ramiro Ramirez, Victor Lopez, Salvador Moreno agree with Mr. Nayola.

Rosa Lazano, 10514 San Vincente Avenue, spoke about parking and street repairs on San Vincente Avenue.

Bill Wallace, 8823 Beaudine Avenue, spoke on crime in his neighborhood.

Fabiola Inzunza, 9542 Bowman Avenue, spoke on DACA and SB225. She also stated that there is no application on the City's website for residents to apply for commissions.

Nick Godoy, 8611 San Gabriel Avenue, spoke on the vendors on the street with no permits. He reported to Public Works that there is a tattered American flag in front of Pete's Burgers and wants to see it replaced. Lastly, at Ardmore and San Gabriel a vehicle jumped the curb and hit the fence.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Joe Perez, Community Development Director said that there will be a community meeting on November 13, 2019 at 6:00 p.m. in the City Council Chambers to discuss the County's Draft Environmental Impact Report for a new 650,000 square feet buildings in the Rancho Los Amigos south campus area. This property is owned by the County of Los Angeles within the City of Downey.

Steve Costley, Deputy Director of Parks and Recreation, thanked City Council for attending the Halloween Events at the Parks.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 12, 2019

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Randy Davis, Chief of Police, responded to the residents' concerns about the signage for holiday parking. The Police Department is working with Public Works to address these concerns.

Mike Flad, City Manager, reported that he participated in a tour of the Los Angeles River. A good portion of the Los Angeles River cuts through South Gate and one of the key components was an eight mile gap in the River which is a potential pedestrian walkway or bike path.

Raul Salinas, City Attorney spoke on the DACA Supreme Court hearing.

Greg Martinez, City Treasurer spoke on holiday parking issues.

Carmen Avalos, City Clerk, informed the public that the nomination period for our upcoming election is underway. If people are interested in obtaining papers she asked that people make appointments since there are many changes in the paperwork now that we are working with the county. The nomination period will close on December 6th and if an incumbent does not pull then it extends to December 11th.

Council Member De Witt said that he has received several calls from residents that rent in our community and they indicate that even though they have paid there are current on their rent they are being evicted. He thinks there is a potential problem because of the new state law that is going in and takes effect at the first of the year in regards to raising rents. He thanked Southern California Edison for helping to clean up the area on Scott Street, Southern Avenue and Garfield Avenue. He enjoyed the Halloween events at the Park and had a great time.

Council Member Rios spoke on the rent issues facing our residents. On Thursday Metro's Service Council is meeting and HUB Cities will be approving their budget this week. He thanked Mayor Bernal and Vice Mayor Diaz for the WELL Regional Water meeting that was held here. He also attended the opening of the new middle school, International Global Studies and East Los Angeles College is going to have a Work Force Center on campus.

Council Member Davila also attended the opening of the middle school. She stated that their international language will be Japanese and that the Padres Unidos parent group worked hard to get schools built in our area. At the ribbon cutting Padres Unidos was recognized for their 20 years of service. Council Member Davila attended a couple of Dia de Los Muertos events, the Pow Wow honoring the Veterans and Halloween at the park.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 12, 2019

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Council Member Davila inquired with Public Works what the tree trimming schedule was for California Avenue to Otis Street on the south side of Tweedy Boulevard.

Vice Mayor Diaz spoke on speed bumps that were installed in Lynwood and asked staff to take a look at these. She thinks it would be helpful for the residents if they knew how streets are prioritized for repairs. Council Member Diaz thanked Council for supporting Mayor Bernal and herself on the water education program for local elected officials.

Vice Mayor Diaz reported on the delegation from the state department where she traveled to Croatia and Hungary. While on the trip she met with several delegates in Washington DC and reported on her meetings.

Vice Mayor Diaz will be attending the Vector Control Meeting this week and the National Cities meeting on November 20, 21 and 22nd.

Council Member Davila reported on an event at the Park that assisted small businesses get in touch with attorneys. About 59 people attended this event.

Mayor Bernal thanked staff for their work on various community meetings that happened recently. She had a tour of South Gate Park and some of the aging lights and pathways. Mayor Bernal reported on various water issues that face the State and water bonds.

CONSENT CALENDAR

Agenda Items 8, 9, 10, 11 and 12 were unanimously approved by motion of Mayor Bernal and seconded by Council Member Rios. Items 6 and 7 were pulled for separate discussion.

6

CENSUS

The City Council unanimously adopted Resolution No. 7892 entitled – A Resolution of the City Council of City of South Gate authorizing the City Manager to execute a subaward agreement with the County of Los Angeles to receive grant funds to be used for Census 2020 education and outreach activities by motion of Mayor Bernal and seconded by Council Member Davila.

7

COUNCIL ASSIGNMENTS

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

- a. Approved Amendment No. 1 to Contract No. 3524 with RSG, Inc., extending the scope of work to include the development of a Community Facilities Inventory in an amount not to exceed \$13.885;

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 12, 2019

7 COUNCIL ASSIGNMENTS CONT'D

- b. Appropriated \$13,885 from the unassigned UDAG Fund Balance to Account Number 262 603-41-6101 (UDAG Fund - Professional Services) to fund the cost of this Amendment; and
- c. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

8 SPORTS CENTER

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

- a. Approved Purchase Order with Herk Edwards, Inc.. for the purchase and installation of Telescoping Hussey Bleachers at the Marvin Cole Gymnasium and the Patricia G. Mitchell Swim Stadium through the government pricing program in the amount of \$400,000, which includes \$359,932.00 for bleachers and installation and \$40,068 in contingency;
- b. Authorized the City's Purchasing Division to issue a Purchase Order for this project in accordance with the City's purchasing ordinance and policies; and
- c. Authorized the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

9 SKY LIGHT REPLACEMENT

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

- a. Approved Purchase Order with DFS Flooring for the restriping of the parking lots at South Gate Park through the Sourcewell government pricing program at a cost of \$66,475;
- b. Appropriated \$66,475 from the Building & Infrastructure Maintenance Fund to Account Number 524-460-61-9100 (Building & Infrastructure Maintenance Fund - Parks & Recreation - Facility Improvements) to fund the cost of restriping the parking lots;
- c. Authorized the City's Purchasing Division to issue a Purchase Order for this item in accordance with the City's purchasing ordinance and policies; and
- d. Authorized the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 12, 2019

**10
COMPUTER
INFORMATION
SERVICES**

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

- a. Approved a Purchase Order with Pulsiam for the renewal of the software maintenance and support services for the Police Department in the amount of \$106,014.09, for Fiscal Year 2019/20; and
- b. Authorized the City's Purchasing Division staff to issue a Purchase Order for this purchase in accordance with the City's purchasing ordinance and policies.

**11
ATLANTIC STREET
IMPROVEMENT**

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

- a. Amended the Capital Improvement Program to add the Curb Ramp Modifications at 10145 Atlantic Avenue, City Project No. 644-ST, necessary to resolve an issue involving ADA compliance; and
- b. Appropriated \$20,000 in Measure M Funds to Account No. 311-790-31-9475 to fully fund the Curb Ramp Modifications at 10145 Atlantic Avenue, City Project No. 644-ST.

**12
MINUTES**

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

- a. The Special Meeting minutes of October 15, 2019; and
- b. The Regular Meeting and Special Meeting minutes of October 22, 2019.

**13
HOUSING ORD**

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

- a. Received and filed presentation of the proposed inclusionary housing ordinance; and
- b. Discussed and directed staff and consultants to proceed with preparation of an inclusionary housing ordinance for consideration by the Planning Commission and City Council in early 2020.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 12, 2019

**15
FIXED ROUTE
FOR BUSES**

The City Council considered:

- a. Approving a Purchase Order with Creative Bus Sales for the purchase of three Starcraft Class E buses for the GATE Fixed Route Program in the amount of \$447,555.84, through the Cal Act purchasing program, to replace buses that have reached and exceeded their useful life span;
- b. Authorizing the City's Purchasing Division to issue a Purchase Order for this purchase in accordance with the City's purchasing ordinance and policies; and
- c. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase.

This item will be brought back at a future meeting including information on gas versus electric buses.

**16.
WARRANTS**

The City Council unanimously approved the Warrants and Cancellations for November 12, 2019 by motion of Council Auditor Davila and seconded by Mayor Bernal.

Total of Checks:	\$3,135,032.61
Voids	\$ (163,513.50)
Total of Payroll Deductions:	<u>\$ (654,277.59)</u>
Grand Total:	\$2,317,241.52

Cancellations: 83935, 85196, 85147

ADJOURNMENT

Mayor Bernal adjourned the meeting at 10:21 p.m. and seconded by Council Member Davila.

PASSED and APPROVED this 10th day of December, 2019.

ATTEST:

M. Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 12, 2019**

CALL TO ORDER Mayor M. Belén Bernal called a Special City Council meeting to order at 6:03 p.m.

ROLL CALL Sonia Guerrero, Records Coordinator

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

ABSENT Carmen Avalos, City Clerk

LATE City Treasurer Greg Martinez arrived at 6:15 p.m.

CLOSED SESSION Mayor Bernal asked if anyone in the audience wished to speak on these items.

Virginia Johnson, 5751 McKinley Avenue, stated she was not able to locate 10350 Paramount Boulevard, South Gate on three different maps.

Mayor Bernal asked for the cross street.

Joe Perez, Director of Community Development stated the property is on the southeast corner of Paramount and Gardendale. The former location of the Rancho Market site.

Having no one else come forward, Mayor Bernal closed the audience portion.

The Council Members recessed into Closed Session at 6:06 p.m. and reconvened at 6:46 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)
 - a. Maria Lopez, aka Ines Lopez, Imelda Roman, and C.N. a minor v. City of South Gate
 - b. Andre Tupua v. City of South Gate
 - c. Mary Jane Nava v. City of South Gate, et al.
 - d. Lucila Magana v. City of South Gate, et al.
 - e. Betsaida Santana Lucas v. City of South Gate

SPECIAL CITY COUNCIL MEETING MINUTES OF NOVEMBER 12, 2019

CLOSED SESSION CONT'D

Item 1(a) is an accident which occurred with a City employee. The City received a report by the City Attorney Office. A motion made by Council Member De Witt and seconded by Councilwoman Davila and on a vote of 5-0, the City Council moved to deny the claim.

Item 1(b) is a claim filed against the City of South Gate seeking the recovery of \$800,000 because of the disposal of marijuana by the police department and a couple weeks ago the court dismissed that action finding in favor of the City.

The City received a request to resolve that case in exchange of waiver of costs. On a motion made by Councilwoman Davila and seconded by Vice Mayor Diaz and on a vote of 5-0, the City Council moved to accept that settlement proposal.

Item 1(c) is another lawsuit involving an injury on a property not owned by the City of South Gate. After receiving a report by the City Attorney and on a motion made by Councilwoman Davila and seconded by Council Member De Witt and on a vote of 5-0, the City Council moved to deny that claim and authorized the defense of that matter.

Item 1(d) is another injury involving a City sidewalk. The City received a report and at the conclusion of that report and on a motion made by Mayor Bernal and seconded by Council Member De Witt, and on a vote of 4-0 authorized the defense of that matter. Councilwoman Davila stepped out momentarily and did not participate in the vote.

Item 1(e) is a suit that was alleged against the City based on involvement by the police department on behalf of the City of South Gate and the County's Social Welfare Department. The City denied the value of the claim, the validity of the claim and the City prevailed in a federal court action. The matter was dismissed in favor of the City. The City Council received that report without taking any action.

2. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

- a. City Manager
- b. City Attorney

Item 2 (a) & (b) were deferred in the interest of time. There was no discussion. No action was taken.

SPECIAL CITY COUNCIL MEETING MINUTES OF NOVEMBER 12, 2019

**CLOSED SESSION
CONT'D**

**3. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY
NEGOTIATIONS**

Pursuant to Government Code Section 54956.8

- a. Property APN: 6264-004-900
Property: 10350 Paramount Boulevard, South Gate, CA 90280
City Negotiator: Michael Flad, City Manager
Negotiating with: Los Angeles County Office of Education
Under Negotiation: Terms of Sale

On item 3(a), the City Council met to discuss ongoing negotiations. The City received a presentation in closed session. There was no action or vote taken in connection with that matter.

ADDENDUM

Addendum to the Special City Council agenda.

**4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION**

Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

Item 4 involved a property owned by the County of Los Angeles. The City Council took that matter in closed session. A report was given by staff. However, there was no action taken in connection with that matter.

Mayor Bernal asked if anyone in the audience wished to speak on these items.

Virginia Johnson, 5751 McKinley Avenue, stated that the property 10350 Paramount Boulevard correct address is 13050 Paramount Boulevard.

Having no one else come forward, Mayor Bernal closed the audience portion.

ADJOURNMENT

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

PASSED and APPROVED this day of , 2019.

ATTEST:

M. Belén Bernal, Mayor

Carmen Avalos, City Clerk

RECEIVED

DEC 4 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:00am

AGENDA BILL

For the Regular Meeting of: December 10, 2019
Originating Department: Administration

Management Analyst: Marina Urias

City Manager: Michael Flad

SUBJECT: SISTER CITIES PROGRAM POLICY GUIDELINES AND CONSIDERATION OF FORMING A SISTER CITY RELATIONSHIP WITH BEIHAI, CHINA.

PURPOSE: Staff and the Sister Cities Subcommittee is recommending that the City Council approve the proposed Sister Cities Program Policy Guidelines, and consider forming a sister city relationship with Beihai, China.

RECOMMENDED ACTIONS:

- a. Approve the South Gate Sister Cities Program Policy Guidelines; and
- b. Direct staff to prepare a program budget, list of goals and schedule of activities to form a sister city relationship with Beihai, China.

GAH

FISCAL IMPACT: Funds, in the amount of \$30,000, were included in the Fiscal Year 2019/20 budget for the Sister Cities Program in Account Number 100-150-44-6308 (General Fund - Community Promotions - Civic Engagement).

ANALYSIS: In April 2019, the City Council approved forming a Sister Cities subcommittee (Subcommittee) that includes Vice Mayor Denise Diaz, and Council Member Al Rios and staff Members to oversee the development of both a sister cities policy and program. Staff researched several local sister cities policies as well as the Sister Cities International organization, and developed the proposed Sister Cities Program Policy Guidelines (Policy) based on best practices. The proposed Program Policy includes the program structure, sister city selection process and program budget guidelines.

BACKGROUND: The purpose of the sister cities program is to exchange cultural, educational and professional programs in each city; promote interest and good will by sharing ideas and to share common problems and solutions to daily activities. These relationships are mutually beneficial to the economic well-being of each city. The selection of a sister city is based upon several guidelines, including similarities in cultural activities, economics, key business industries, manufacturing, transportation and more. In addition, sister city programs typically follow three structures: economic development, cultural and educational awareness and humanitarian assistance.

Council Member Rios nominated Beihai, China to form a cultural and educational based sister city relationship given the existing educational ties with this city, as follows:

- a) East Los Angeles Community College (ELAC) currently has a partnership with Beihai's Education Bureau. The program provides opportunities for students from Beihai to study at ELAC for two years, and then transfer to a University. ELAC is also launching a Summer English Camp for the school year 2020-2021, and will invite Beihai students to participate.
- b) San Miguel Elementary School launched a Dual Language Immersion Program in Mandarin in 2018. They are in the process of adopting a sister school in Beihai, China. The program will consist of yearly exchanges in culture and education between the two schools.
- c) Independence Elementary School had two sister schools located in Beijing, China (Huaibai Kindergarten and Wulutong Elementary School). The program included yearly exchanges with teachers from China that would visit the school to observe classroom practices. Due to the current foreign policies, the exchange program is no longer active.

The City has been in contact with Beihai, China's delegation, and they have confirmed they are interested and ready to form a cultural and educational based sister city relationship with South Gate. If the City Council were to provide direction to form a sister city relationship with Beihai, China, the next step would be to prepare a sister city program budget, list of objectives, schedule of activities for City Council approval, and a Memorandum of Understanding with Beihai, China to formalize the relationship.

ATTACHMENTS: A. Proposed Sister Cities Program Policy Guidelines
B. Beihai, China Profile Report

South Gate Sister Cities Policy Program Guidelines

The intent of this document is to define the criteria and processes to nominate and adopt Sister Cities and recommend to the City Council the adoption of Sister Cities.

I. Sister Cities Mission and Purpose

The City of South Gate (City) desires to establish relationships with cities and localities abroad to:

Develop municipal partnerships between cities, counties, states, and similar jurisdictions in other nations;

Provide opportunities for city officials and citizens to experience and explore other cultures through long-term community partnerships;

Create an atmosphere in which economic and community development can be implemented and strengthened; and

Stimulate environments through which communities will creatively learn, work, and solve problems together through reciprocal cultural, educational, municipal, business, professional and technical exchanges and projects.

II. Defining Sister Cities

A Sister City relationship is a broad-based, long-term partnership between two communities in two countries to develop a link that can encompass most of the aforementioned purpose. This relationship is officially recognized after the Mayor and the highest elected or appointed official from the Sister City sign a Memorandum of Understanding (MOU).

III. Sister Cities Subcommittee

- A. The Sister Cities Subcommittee (Subcommittee) consists of two City Council Members, appointed by the City Council. The Subcommittee will oversee the Sister Cities Policy and Program, including the review of city nominations and program budget.
- B. The Subcommittee guides the Sister Cities Policy and Program for the City but does not have the authority to establish a Sister City relationship. The Subcommittee can research and make recommendations to the City Council on who to establish Sister City relationships with, but only the City Council has the authority to formally adopt Sister Cities. The Mayor signs all Sister City Memorandum of Understandings on behalf of the entire City Council.

IV. City Selection Criteria & Process

Sister Cities should ideally meet the following criteria:

A. Structural Similarities

Potential Sister Cities should ideally share certain structural commonalities with South Gate to ensure a successful relationship.

The structural criteria includes:

- a) Population size
- b) Key business industries
- c) Geographic characteristics
- d) Ethnic ties and cultural similarities

While successful relationships are based, in part, on shared experiences that derive from structural similarities, the City should not insist on an exact match. In evaluating structural criteria, the committee should look for cities that share most, rather than all, of the above criteria.

B. Existing or Easily Developed Constituencies

The City should enter into Sister Cities relationships only with cities for which a local base of support exists or can readily be developed.

For example:

- a) Expatriate and ethnic ties
- b) Art and cultural relationships and exchanges
- c) Service organization activities
- d) Economic and business relationships
- e) Youth organization activities

In choosing a Sister City, the Subcommittee should take cognizance of the number, variety, and depth of relationships that already exist. The more existing ties the stronger the relationship will likely prove to be. In the absence of a preexisting base, the potential to develop a broad base of support, can and should be considered.

C. Geographic Balance

The Subcommittee should seek geographic balance for its Sister Cities. Ideally, selected cities should be spread out across the globe rather than clustered in one geographic region. Currently, the City does not have any Sister Cities.

V. Program Structure

The Sister Cities Program may be structured as follows to meet a certain goal:

- a) Economic opportunities to facilitate and encourage trade of goods and services between businesses of South Gate and Sister Cities.
- b) Cultural and educational reciprocity to promote the exchange of performing and visual arts and to encourage ongoing academic interaction between cities.
- c) Humanitarian efforts directed toward promoting the health, happiness, self-sufficiency and general welfare of the community

VI. Process for Adding a Sister City

A. Nominations

1. Requests for establishing Sister City relationships may originate from City Council Members only. These requests may be submitted in writing to the City Manager's Office.
2. The City and the candidate Sister City should attempt exchange delegations prior to a formal designation. Its purpose is to explore and determine all initial exchange possibilities.
3. The City will prepare a profile report that details the structural characteristics of the candidate city as follows:
 - population size, geographic location, and key industries;
 - languages spoken in the area;
 - structure of the local government;
 - history of the area;
 - logistical challenges to travel to and from the candidate city;
 - focus areas for activities and exchanges;
 - schedule of the proposed events, activities, travel and projects;

B. Develop Budget

The City will prepare a draft budget for the candidate Sister City based on the City's fiscal year budget condition and particular program objectives. The draft program budget shall include the following expenses:

- a) travel
- b) hotel
- c) food
- d) supplies
- e) car rental
- f) publicity & printing (newsletter, brochures, handouts)
- g) hosting visiting delegations
- h) postage/shipping fees
- i) gifts for Sister Cities

C. Approval Process

1. The Subcommittee will review the report of the nominated city and make a recommendation to the City Council Members on whether or not to consider the candidate city as a Sister City. If the Subcommittee considers recommending the candidate city as a Sister City, City staff will prepare an Agenda Bill, Memorandum of Understanding (MOU), budget and schedule to present to the City Council and public for consideration and approval. If the Subcommittee does not consider the candidate city as a Sister City, the process will be terminated.
2. If the City Council votes to adopt the candidate city as a Sister City, the City will sign a MOU with the Sister City to formalize the relationship. The MOU will include a concise statement of the Sister Cities Program's goals, objectives, planned activities and budget. If the City Council votes not to adopt the candidate city as a Sister City, the process will be terminated.

VII. Memorandum of Understanding

After the MOU is executed by both cities, the City will consider scheduling the following activities and exchanges with the Sister City:

1. Schedule one bilateral exchange of delegations. That is, a delegation from the Sister City may visit South Gate, and South Gate's Mayor, Council Member(s) and/or City

Official(s) may visit the Sister City and program:

- a) Organized tours, including hospitality and ceremonies.
 - b) Economic opportunities to facilitate and encourage trade of goods and services between businesses of South Gate and Sister Cities.
 - c) Cultural and educational reciprocity to promote the exchange of performing and visual arts and to encourage ongoing academic interaction between cities.
 - d) Humanitarian efforts directed toward promoting the health, happiness, self-sufficiency and general welfare of the community.
2. Schedule meetings with the Subcommittee as needed to:
- a) Review and approve the Sister City program budget and expenditures.
 - b) Manage the schedule, projects and activities with the Sister City.
3. Evaluation and Follow-Up
- a) Every two years, the Subcommittee will re-evaluate the partnership to reaffirm commitment, to discuss minor problems each city might be experiencing; and to plan for new projects to reflect the changing needs of the communities.

D. Active, Inactive, and Emeritus Sister Cities

In the event a Sister City relationship becomes dormant or inactive for over 5 years, the Subcommittee may consider those cities for emeritus status. To place a relationship into inactive/emergitus status, the Mayor should write a letter to the highest elected official of the foreign city indicating that they wish to remain sister cities, but understand that the relationship will remain inactive until such time as both cities are able to sustain an active relationship. If a community wishes to terminate a Sister City relationship, then a letter from the Mayor should be sent to the Mayor of the Sister City. The letter must be authorized by the City Council in advance.

Profile Report - Beihai, China

1. Structural Characteristics

- a) Population size: 1.75 million
- b) Location: Located on the north shore of the Beibu Gulf, China
- c) Geographic characteristics: Coastal/beach city
- d) Key industries: Port, fishing, information technology and petrochemical (chemical products obtained from petroleum by refining).
- e) Transportation: High-speed rail & highways
- f) Languages spoken: Mandarin
- g) Local Specialty: Saltwater pearls
- h) Total number of schools: 800 schools with 430,000 students

2. Proposed Program Structure with Beihai, China: Educational & Cultural Awareness

- a) Educational awareness to encourage ongoing academic interaction between South Gate and Beihai, China schools.
- b) Cultural awareness to provide an opportunity for the community to experience and explore a new culture.

3. Travel Cost from LA to Beihai, China

- a) Total travel time: 27 hours one way
- b) Travel Cost per person: \$1,200 includes hotel for 5 nights & round trip flight tickets.
- c) Cost for Visa Application to visit China: approximately \$200 per application.

RECEIVED

DEC 4 2019

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:20am

AGENDA BILL

For the Regular Meeting of December 10, 2019

Originating Department: Community Development

Department Director:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: RESOLUTION SUPPORTING THE TENANT PROTECTION ACT OF 2019 AND DISCOURAGING NO-CAUSE EVICTIONS OF SOUTH GATE RESIDENTS

PURPOSE: This item was added to the Agenda at the request of Mayor Belén Bernal to consider adopting the proposed Resolution supporting the protections afforded to tenants in the Tenant Protection Act of 2019, which will go into effect on January 1, 2020, and discouraging evictions of residents without cause prior to the Act’s effective date.

RECOMMENDED ACTION: Adopt Resolution supporting the Tenant Protection Act of 2019, Assembly Bill No. 1482 (Chiu), which establishes annual limits on rent increases and requires just cause in order to evict a tenant prior to the effective date of January 1, 2020.

FISCAL IMPACT: None.

ANALYSIS: On October 9, 2019, Governor Gavin Newsom signed Assembly Bill No. 1482 (AB 1482) (Chiu), which provides two key protections for California tenants: (1) establishes annual limits on rent increases; and (2) prohibits evictions without cause. The signed bill, also known as the Tenant Protection Act of 2019 (Act), will go into effect on January 1, 2020. Provided below are some of the key provisions and protections within the new law:

Rent Caps

The Act restricts an owner of a residential property from increasing the rental rate on a property, in any 12 month period, to an amount of five percent (5%) plus the change in cost of living, not to exceed 10%. The law applies retroactively to March 15, 2019, for this particular section only.

Evictions

The new law prohibits landlords/property owners from evicting tenants without cause—provided that the tenant has established tenancy for at least 12 months. Additionally, the law provides tenants the right to receive one month’s rent relocation payment in the case of a no-fault just cause eviction—or, when an owner plans to move into the unit or plans to implement capital improvements.

The following are reasons for an “At-Fault Eviction”:

- Nonpayment of rent, breach of lease
- Committing nuisance or waste
- Failure to renew similar lease
- Criminal activity on premises or directed at landlord/agent
- Unauthorized subleasing
- Refusing Lawful Entry
- Using premises for unlawful purpose
- Failure to vacate after giving notice or agreement to vacate

Types of Units Effected by the Act

- Multifamily housing and apartments in California
- Single family homes and condominiums owned by corporations, including real estate investment trusts and LLCs

Types of Units Exempted from Act

- Single-family homes and condominiums owned by individuals and family trusts, provided that proper notice is given to tenants
- Housing units built in the past 15 years
- College dorms
- Owner-occupied duplexes

This Act will significantly impact South Gate residents, since approximately 57% of our 23,557 households are occupied by renters.

BACKGROUND: On November 20, 2019, Mayor Belén Bernal, Council Member Bill De Witt, and Director of Community Development Joe Perez, met with representatives from East Yard Communities for Environmental Justice and the Legal Aid Foundation of Los Angeles regarding the Tenant Protection Act of 2019, AB 1482. Expressed in the meeting were concerns that landlords will evict tenants without cause, prior to Act’s January 1, 2020 effective date.

Housing instability threatens the public peace, health, and safety as evictions can lead to prolonged homelessness; strains on finances due to rental application fees and security deposits; stress and anxiety experienced by the displaced; and distraction of education of displaced children. Additionally, the displaced individuals/families can develop poor health, high blood pressure, depression, anxiety, and psychological distress.

The proposed Resolution supports the Act, protecting tenants in South Gate by limiting rent increases and under certain criteria, prohibiting evictions without just cause. The Resolution also discourages landlords from evicting residents without cause, prior to the Act’s effective date of January 1, 2020.

ATTACHMENTS: A: Proposed Resolution
B: Assembly Bill No. 1482 – Tenant Protection Act of 2020

RESOLUTION NO.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, SUPPORTING THE TENANT PROTECTION ACT OF 2019,
ASSEMBLY BILL NO. 1482 (CHIU), WHICH ESTABLISHES ANNUAL
LIMITS ON RENT INCREASES AND REQUIRES JUST CAUSE IN ORDER
TO EVICT A TENANT PRIOR TO THE EFFECTIVE DATE OF
JANUARY 1, 2020**

WHEREAS, the Tenant Protection Act of 2019, Assembly Bill No. 1482 (“AB 1482”) (Chiu), was approved by the Legislature on September 11, 2019, and signed by the Governor on October 8, 2019; and

WHEREAS, effective January 1, 2020, the Tenant Protection Act of 2019 will provide limits on rent increases and eviction protections to approximately 8 million tenants in the State of California; and

WHEREAS, the City of South Gate (“City”) currently does not regulate the reasons for evictions from residential rental properties; and

WHEREAS, a risk exists in which landlords could seek to evict tenants without cause prior to the Tenant Protection Act of 2019 taking effect on January 1, 2020; and

WHEREAS, housing instability threatens the public peace, health, and safety as eviction from one’s home can lead to prolonged homelessness; strain on household finances due to the necessity of paying rental application fees and security deposits; stress and anxiety experienced by those displaced; increased commute times and traffic impacts if displaced workers cannot find affordable housing within the city in which they work; and interruption of the education of children in the home; and

WHEREAS, extensive research studies on the impacts of eviction have demonstrated tenants facing eviction are more likely to report poor health, high blood pressure, depression, anxiety, and psychological distress; in particular, children who experience displacement from their home are likely to suffer academic setbacks, mental health issues, and emotional problems; and

WHEREAS, California is experiencing a rental housing crisis that severely impacts the availability of affordable housing; and

WHEREAS, more than a quarter of California tenants, including about 1.3 million low-income residents, spend over half of their income on rent; and

WHEREAS, an unexpected financial hardship, like being evicted, can lead to homelessness for many residents; and

WHEREAS, becoming unhoused can set off a negative chain reaction that often includes job loss and health impacts, making it even harder to secure new housing; and

WHEREAS, California’s homeless population rose 16 percent from 2015 to 2017 with many people becoming homeless for the first time; and

WHEREAS, the City contains 23,557 households, of which, 56.5% are occupied by renters; and

WHEREAS, Los Angeles County contains 3,295,198 households, of which, 54.1% are occupied by renters; and

WHEREAS, AB 1482 would help prevent Californians from becoming homeless by (1) establishing annual limits on rent increases and by (2) requiring just cause in order to evict a tenant; and

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

SECTION 1. The City Council hereby finds and determines that the foregoing recitals are true and correct.

SECTION 2. The City Council hereby declares support of the efforts to protect tenants’ rights, in particular South Gate’s tenants.

SECTION 3. The City Council hereby strongly discourages landlords from evicting tenants through a “No Cause Eviction”.

[Remainder of page left blank intentionally.]

SECTION 4. The City Council hereby declares that if any provision, sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts.

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 10th day of **December 2019**.

CITY OF SOUTH GATE:

By: _____
Belén Bernal, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: *Raul F. Salinas* /RSF
Raul F. Salinas, City Attorney

**AB-1482 Tenant Protection Act of 2019: tenancy: rent caps.** (2019-2020)

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Date Published: 10/09/2019 09:00 PM

Assembly Bill No. 1482**CHAPTER 597**

An act to add and repeal Sections 1946.2, 1947.12, and 1947.13 of the Civil Code, relating to tenancy.

[Approved by Governor October 08, 2019. Filed with Secretary of State
October 08, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1482, Chiu. Tenant Protection Act of 2019: tenancy: rent caps.

Existing law specifies that a hiring of residential real property, for a term not specified by the parties, is deemed to be renewed at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate. Existing law requires an owner of a residential dwelling to give notice at least 60 days prior to the proposed date of termination, or at least 30 days prior to the proposed date of termination if any tenant or resident has resided in the dwelling for less than one year, as specified. Existing law requires any notice given by an owner to be given in a prescribed manner, to contain certain information, and to be formatted, as specified.

This bill would, with certain exceptions, prohibit an owner, as defined, of residential real property from terminating a tenancy without just cause, as defined, which the bill would require to be stated in the written notice to terminate tenancy when the tenant has continuously and lawfully occupied the residential real property for 12 months, except as provided. The bill would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. The bill, if the violation is not cured within the time period set forth in the notice, would authorize a 3-day notice to quit without an opportunity to cure to be served to terminate the tenancy. The bill would require, for no-fault just cause terminations, as specified, that the owner, at the owner's option, either assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified, or waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due. The bill would require the actual amount of relocation assistance or rent waiver provided to a tenant that fails to vacate after the expiration of the notice to terminate the tenancy to be recoverable as damages in an action to recover possession. The bill would provide that if the owner does not provide relocation assistance, the notice of termination is void. The bill would except certain properties and circumstances from the application of its provisions. The bill would require an owner of residential property to provide prescribed notice to a tenant of the tenant's rights under these provisions. The bill would not apply to residential real property subject to a local ordinance requiring just cause for termination adopted on or before September 1, 2019, or to residential real property subject to a local ordinance requiring just cause for termination adopted or amended after September 1, 2019, that is more protective than these provisions, as defined. The bill would void any waiver of the rights under these provisions. The bill would repeal these provisions as of January 1, 2030.

Existing law governs the hiring of residential dwelling units and requires a landlord to provide specified notice to tenants prior to an increase in rent. Existing law, the Costa-Hawkins Rental Housing Act, prescribes statewide limits on the application of local rent control with regard to certain properties. That act, among other things,

authorizes an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that meets specified criteria, subject to certain limitations.

This bill would, until January 1, 2030, prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The bill would prohibit an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. The bill would exempt certain properties from these provisions. The bill would require the Legislative Analyst's Office to submit a report, on or before January 1, 2030, to the Legislature regarding the effectiveness of these provisions. The bill would provide that these provisions apply to all rent increases occurring on or after March 15, 2019. The bill would provide that in the event that an owner increased the rent by more than the amount specified above between March 15, 2019, and January 1, 2020, the applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase, and the owner shall not be liable to the tenant for any corresponding rent overpayment. The bill would authorize an owner who increased the rent by less than the amount specified above between March 15, 2019, and January 1, 2020, to increase the rent twice within 12 months of March 15, 2019, but not by more than the amount specified above. The bill would void any waiver of the rights under these provisions.

The Planning and Zoning Law requires the owner of an assisted housing development in which there will be an expiration of rental restrictions to, among other things, provide notice of the proposed change to each affected tenant household residing in the assisted housing development subject to specified procedures and requirements, and to also provide specified entities notice and an opportunity to submit an offer to purchase the development prior to the expiration of the rental restrictions.

This bill would authorize an owner of an assisted housing development, who demonstrates, under penalty of perjury, compliance with the provisions described above with regard to the expiration of rental restrictions, to establish the initial unassisted rental rate for units without regard to the cap on rent increases discussed above, but would require the owner to comply with the above cap on rent increases for subsequent rent increases in the development. The bill would authorize an owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development to establish the initial rental rate for the unit upon the expiration of the restriction, but would require the owner to comply with the above cap on rent increases for subsequent rent increases for the unit. The bill would repeal these provisions on January 1, 2030. The bill would void any waiver of the rights under these provisions. By requiring an owner of an assisted housing development to demonstrate compliance with specified provisions under penalty of perjury, this bill would expand the existing crime of perjury and thus would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. This act shall be known, and may be cited, as the Tenant Protection Act of 2019.

SEC. 2. Section 1946.2 is added to the Civil Code, to read:

1946.2. (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

- (1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.
- (2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, "just cause" includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

- (i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.
- (ii) A corporation.
- (iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

The provision of the notice shall be subject to Section 1632.

(g) (1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is "more protective" if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of

law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

(h) Any waiver of the rights under this section shall be void as contrary to public policy.

(i) For the purposes of this section, the following definitions shall apply:

(1) "Owner" and "residential real property" have the same meaning as those terms are defined in Section 1954.51.

(2) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(j) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 3. Section 1947.12 is added to the Civil Code, to read:

1947.12. (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This section shall not apply to the following residential real properties:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(2) Dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.

(f) (1) On or before January 1, 2030, the Legislative Analyst's Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(g) For the purposes of this section, the following definitions shall apply:

(1) "Owner" and "residential real property" shall have the same meaning as those terms are defined in Section 1954.51.

(2) "Percentage change in the cost of living" means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.

(3) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019. This section shall become operative January 1, 2020.

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in

paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(i) Any waiver of the rights under this section shall be void as contrary to public policy.

(j) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(k) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.

(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).

(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.

SEC. 4. Section 1947.13 is added to the Civil Code, to read:

1947.13. (a) Notwithstanding Section 1947.12, upon the expiration of rental restrictions, the following shall apply:

(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable law or regulation intended to promote the preservation of assisted housing, may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.

(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.

(b) For purposes of this section:

(1) "Assisted housing development" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.

(2) "Expiration of rental restrictions" has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.

(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(d) Any waiver of the rights under this section shall be void as contrary to public policy.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

WARRANT REGISTER FOR COUNCIL MEETING 12/10/2019 RECEIVED

PART I

apChkLst
12/03/2019 12:35:30PM

Final Check List
City of South Gate

DEC 4 2019
9:20am

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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
85960	11/19/2019	00004865	11/19/2019	11/19/2019	BILLING PRD - OCTOBER, 2019	162,060.84	162,060.84
					Voucher: SO CALIF EDISON		
85961	11/21/2019	00004717	10/24/19-11/14/19	10/24/2019	PETTY CASH- GENERAL FUND	628.76	628.76
					Voucher: PETTY CASH- GENERAL FUND		
85970	11/26/2019	00003356	19-75-30CASTIL	11/26/2019	MISC - LIABILITY CLAIMS	3,500.00	3,500.00
					Voucher: MISC - LIABILITY CLAIMS CLAIM #19-75-30 A. CASTILLO, IN-		
85971	11/27/2019	00003356	19-75-30CASTIL	11/27/2019	MISC - LIABILITY CLAIMS	3,500.00	3,500.00
					Voucher: MISC - LIABILITY CLAIMS CLAIM #19-75-30 A. CASTILLO, IN		
85972	12/10/2019	00003502	101891	11/13/2019	ABC BATTERY INC.	262.63	262.63
					Voucher: ABC BATTERY INC. 3- BATTERIES FOR UNIT 196 ANI		
85973	12/10/2019	0010728	257602	11/12/2019	ACTENVIRO	1,455.00	1,455.00
					Voucher: ACTENVIRO PUBLIC WORKS TRAINING, SAFE		
85974	12/10/2019	00001467	253284	9/30/2019	ADMINISTRATIVE SERV. CO-OP	1,155.00	1,155.00
					Voucher: ADMINSTRATIVE SERV. CO-OP 19113112		
85975	12/10/2019	00003971	12467	11/15/2019	ADMINSURE INC.	9,224.00	9,224.00
					Voucher: ADMINSURE INC. DEC-2019 - WORK COMP CLAIM.		
85976	12/10/2019	0012349	102019-4	9/25/2019	AEGIS TRAINING AND CONSULTIMRA-102019-4	495.00	495.00
					Voucher: AEGIS TRAINING AND CONSULTIMRA-102019-4 TRNG: MANAGING & RESPONDII		
85977	12/10/2019	00004372	9094508359	10/24/2019	AIRGAS USA, LLC	149.88	149.88
					Voucher: AIRGAS USA, LLC CARBON DIOXIDE FOR POOL AN		
85978	12/10/2019	00000185	9093917006	10/9/2019	ALL CITY MANAGEMENT SERVIC	231.79	231.79
					Voucher: ALL CITY MANAGEMENT SERVIC 64624 INVENTORY PO/ SAFETY SUPPL		
85979	12/10/2019	0011577	64938	11/6/2019	ALL PHASE ELECTRIC SUPPLY C	21,082.08	21,082.08
					Voucher: ALL PHASE ELECTRIC SUPPLY C 0946-473423 SCHOOL CROSSING GUARD SR'		
85980	12/10/2019	0008914	0946-472398	11/20/2019	AMERICAN EXPRESS	18,967.86	40,049.94
					Voucher: AMERICAN EXPRESS 64938 SCHOOL CROSSING GUARD SR'		
						913.20	10,616.97
						2,388.68	
						7,315.09	
						133.40	
						119.85	
						312,518.00	
						887.71	
						145.16	
						312,518.00	
						957.73	
						627,279.85	

Item No. 20

Gray highlights indicate prepaid checks

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Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
85981	12/10/2019	00000018 Voucher:	446144	10/24/2019	AMERICAN RENTAL INC. TRAFFIC LIGHT AT TRUBA AVENI	264.16	
85982	12/10/2019	00004309 Voucher:	445768 INV283626	10/17/2019 11/12/2019	LIGHT POLE DOWN AT 5625 FIRE OCTOBER FSA ADMIN FEE FOR	187.80 178.50	451.96 178.50
85983	12/10/2019	0009798 Voucher:	392948	11/5/2019	ANIMAL FRIENDS PET HOTEL 10/29/19 VETERINARY SERVICES	558.50	558.50
85984	12/10/2019	0007290 Voucher:	14721663 14723401	11/19/2019 11/19/2019	APW KNOX-SEEMAN 3- CONTROL ARMS FOR UNIT 16 CONTROL ARM FOR UNIT 167	257.91 144.51	402.42
85985	12/10/2019	0010125 Voucher:	91510463	11/19/2019	AQUA PATCH ROAD INVENTORY PO/ COLD PATCH A	4,794.22	4,794.22
85986	12/10/2019	0007196 Voucher:		11/20/2019	ARMORCAST PRODUCTS COMP/0203082-IN RESTOCK MATERIAL - WATER DI	12,868.46	12,868.46
85987	12/10/2019	00003692 Voucher:	875963643X11162	11/8/2019	AT&T MOBILITY BILLING PRD- 10/9/19-11/8/19 (PE	2,192.53	2,192.53
85988	12/10/2019	00004126 Voucher:	0000606209	10/25/2019	A-THRONE CO INC. PORTABLE RESTROOM RENT FC	190.37	190.37
85989	12/10/2019	00000201 Voucher:	17220 16751	10/31/2019 10/18/2019	ATLANTIC LOCK & KEY RE-KEY NEW GLASS DOOR AT A RE-KEY OFFICE RESTROOM	115.00 156.50	271.50
85990	12/10/2019	0009040 Voucher:	21132 21133	11/11/2019 11/13/2019	ATLAS BACKFLOW BACKFLOW SERVICE BACKFLOW SERVICE	491.63 491.63	983.26
85991	12/10/2019	0012347 Voucher:	INV-VOL0002877	11/14/2019	ATLAS SAFETY SOLUTIONS INVENTORY PO/ SAFETY SUPPL	754.57	754.57
85992	12/10/2019	0010585 Voucher:	5488837676 5488842840	11/6/2019 11/11/2019	AUTOZONE STORES, INC. THERMOSTAT AND GASKET FOF RADIATOR FOR UNIT 161	23.52 162.06	302.60
85993	12/10/2019	0011669 Voucher:	5488775347 001220865	9/11/2019 10/29/2019	POWER INVERTER FOR NEW CC ACCOUNTING AND CONSULTING	117.02 1,480.00	1,480.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
85994	12/10/2019	0010615 BEARCOM Voucher:	4921413	11/1/2019	BEARCOM-ANNUAL SERVICES F	2,270.06	
			4868039	8/1/2019	BEARCOM-ANNUAL SERVICES F	318.81	
			4884690	9/3/2019	BEARCOM-ANNUAL SERVICES F	318.81	
			4852330	7/1/2019	BEARCOM-ANNUAL SERVICES F	318.81	
			4852325	7/1/2019	BEARCOM-ANNUAL SERVICES F	323.48	
			4868032	8/1/2019	BEARCOM-ANNUAL SERVICES F	323.48	
			4868048	8/1/2019	BEARCOM-ANNUAL SERVICES F	175.52	
			4852340	7/1/2019	BEARCOM-ANNUAL SERVICES F	175.52	
			4868044	8/1/2019	BEARCOM-ANNUAL SERVICES F	2,270.06	
			4852336	7/1/2019	BEARCOM-ANNUAL SERVICES F	2,270.06	
			4921408	11/1/2019	BEARCOM-ANNUAL SERVICES F	318.81	
			4884695	9/3/2019	SEP 2019 - BEARCOM-ANNUAL S	2,270.06	11,676.96
			4884683	9/3/2019	SEP 2019 - BEARCOM-ANNUAL S	323.48	5,793.64
85995	12/10/2019	0011929 BENNETT-BOWEN & LIGHTHOUS Voucher:	3002575	11/8/2019	PURCHASE FIVE LIGHT BARS	5,793.64	
85996	12/10/2019	0009972 BERGFELD, GRANT Voucher:	1910	10/16/2019	INSTALLATION OF HOLIDAY LIGH	6,500.00	6,500.00
85997	12/10/2019	0009876 BIGGS CARDOSA Voucher:	77344	10/5/2019	CONSTRUCTION MANAGEMENT	48,215.16	48,215.16
85998	12/10/2019	0009918 BISMARK AUTOMATIC Voucher:	18418	11/7/2019	REBUILT TRANS. TORQUE CON	273.75	273.75
85999	12/10/2019	00000418 BRADLEYS PLASTIC BAG CO Voucher:	336776	11/7/2019	SUPPLIES FOR JAIL- 8X15 PLAS	42.90	42.90
86000	12/10/2019	00000651 BSN SPORTS, LLC Voucher:	906721447	10/22/2019	ADULT SPORTS MAINT SUPPLIE	1,098.45	
			906543510	10/10/2019	ADULT SPORTS SUPPLIES	467.46	1,565.91
86001	12/10/2019	00001102 CENTRAL BASIN WATER ASSOC. Voucher:	11/7/19-QTRLY L	11/13/2019	11/7/19 CBWA QUARTERLY LUNC	50.00	50.00
86002	12/10/2019	0006239 CENTRAL FORD Voucher:	343667	9/30/2019	REAR BUMPER IMPACT STRIP F	301.94	
			344893	10/22/2019	HEATER CORE FOR UNIT 291	272.15	
			345536	11/4/2019	BELT TENSIONER FOR UNIT 196	112.47	
			345714	11/7/2019	BATTERY TERMINAL FOR UNIT 1	40.44	
			346017	11/12/2019	IGNITION COIL FOR UNIT 197	118.12	
			C50780	10/16/2019	DIAGNOSE AND REPAIR CHECK	300.19	1,145.31
86003	12/10/2019	0005839 CHAMPION CHRYSLER JEEP Voucher:	DOI583374	11/7/2019	BRAKE PADS FOR UNIT 172	110.88	110.88

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
86004	12/10/2019	00000728	CHARLES P. CROWLEY CO.	26418	11/18/2019	WATER SUPPLIES	1,099.86
		Voucher:					
86005	12/10/2019	0008654	CINBAD INDUSTRY INC.	0008654	10/12/2019	CITY HALL PUBLIC CORRIDOR F	37,834.94
		Voucher:					
86006	12/10/2019	0010904	CMR: BARRON, JOSHUA	11/14/19	11/14/2019	11/14/19- PARKS COMMISSION M	75.00
		Voucher:					
86007	12/10/2019	00003341	CMR: CYPERT, JENNIFER	11/14/19	11/17/2019	11/14/19 - PARKS COMMISSION M	75.00
		Voucher:					
86008	12/10/2019	0007188	CMR: HICKLIN, JIM	11/14/19	11/14/2019	09/12/19 - PARKS COMMISSION I	75.00
		Voucher:					
86009	12/10/2019	0011966	CMR: MONTALVO, JOHN ROBERT	11/14/19	11/17/2019	11/14/19 - PARKS COMMISSION M	75.00
		Voucher:					
86010	12/10/2019	00000311	COASTLINE EQUIPMENT	639120	11/6/2019	STARTER FOR UNIT 288	688.42
		Voucher:					
86011	12/10/2019	00000461	COMMERCIAL TRANSPORTATION	3489	642603	11/20/2019	BLOWER SWITCH FOR UNIT 288
		Voucher:					
86012	12/10/2019	0011922	CONCENTRA MEDICAL CENTER	66109378	11/13/2019	11/8/19 BOOKING EXAM	52.00
		Voucher:					
86013	12/10/2019	00000612	CSI FORENSIC SUPPLY	61857A/1466	11/6/2019	10/31/19-11/01-19 - BLOOD DRAW	135.00
		Voucher:					
86014	12/10/2019	00002647	CUSTOMLINE INC.	26533	10/23/2019	10/16/19-10/18/19 - BLOOD DRAW	301.00
		Voucher:					
86015	12/10/2019	00001423	DAILY JOURNAL CORPORATION	B3313327	10/30/2019	10/23/19-10/26/19 - BLOOD DRAW	301.00
		Voucher:					
86016	12/10/2019	00000314	DAPEER ROSENBLIT & LITVAK	LL16094	11/14/2019	10/30/19-10/31/19 - PHYSICALS L	260.00
		Voucher:					
86017	12/10/2019	00002588	DELL MARKETING LP	16216	11/13/2019	11/6/19 - PHYSICAL	333.00
		Voucher:					
86018	12/10/2019	00001565	DEPT OF JUSTICE-(DOJ) CENTR	415617	11/18/2019	SUPPLIES FOR PROPERTY ROO	469.54
		Voucher:					
					11/21/2019	PD REPAIRS	587.81
					11/14/2019	NOTICE INVITING BIDS: MUNICIF	693.00
					6/30/2019	JUN 2019 - (CDBG) MUNICIPAL C	1,142.90
					7/31/2019	JUL 2019 - (CDBG) MUNICIPAL C	6,065.07
					8/21/2019	DELL ALL-IN-ONE WORKSTATION	6,339.49
					11/5/2019	OCT 2019 - FINGERPRINT APPS	616.00

Final Check List
City of South Gate

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12/03/2019 12:35:30PM

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
86019	12/10/2019	00001788	ECONOLITE SYSTEMS, INC.	152660	10/17/2019	PEDESTRIAN CROSSINGS FOR :	2,900.00
		Voucher:					
86020	12/10/2019	00004013	ELITE OPTICAL CO.	250405043-12761	10/24/2019	SAFETY GLASSES FOR OMAR A	310.65
		Voucher:					
				250144171-12732	10/22/2019	SAFETY GLASSES FOR ALEX VA	229.11
				251853339-12792	11/12/2019	SAFETY GLASSES FOR JIMMY S	159.65
				250790919-12771	10/29/2019	SAFETY GLASSES FOR ABEL MC	208.11
				252263710-12797	11/13/2019	SAFETY GLASSES FOR KEVIN H	300.78
86021	12/10/2019	00004129	EMERGENCY RESPONSE CRIME	2019-513	11/14/2019	BLOOD CLEAN UP ON ROADWA	1,208.30
		Voucher:					650.00
86022	12/10/2019	0012377	EMP: CERNAS, MEGAN N.	11/22/19	11/22/2019	REIMB: RETURN CHECK FEE	12.00
		Voucher:					
86023	12/10/2019	0012375	EMP: CORTES W., OSCAR	11/22/19	11/22/2019	REIMB: RETURN CHECK FEE	30.00
		Voucher:					
86024	12/10/2019	0012376	EMP: GARCIA, OCTAVIO	11/22/19	11/22/2019	REIMB: RETURN CHECK FEE	30.00
		Voucher:					
86025	12/10/2019	0011691	EMP: GODINEZ, CESAR	754272	9/9/2019	APWA CPWP-S EXAMINATION TF	300.00
		Voucher:		ID#859764	10/2/2019	REIMB: APWA MEMBERSHIP FOF	252.50
86026	12/10/2019	0011908	EMP: MARTINEZ, CHRISTIAN	11/04/2019	11/4/2019	MILAGE REIMB: 87 MILES @ \$0.5	50.46
		Voucher:					
86027	12/10/2019	0011964	EMP: MEDINA, LESLIE	100785175	11/18/2019	REIMBURSEMENT OF CERTIFIC	209.00
		Voucher:					
86028	12/10/2019	00001917	ENTENMANN - ROVIN CO.	0147900-IN	11/14/2019	BADGES	143.13
		Voucher:		0147923-IN	11/15/2019	BADGES	201.85
86029	12/10/2019	0010017	ENTERPRISE FM TRUST	FBN3832098	11/5/2019	NOV 2019 - PD-LEASED VEHICLE	2,164.54
		Voucher:		FBN3831944	11/5/2019	NOV 2019 - PD LEASED VEHICLE	1,005.22
				FBN3831898	11/5/2019	NOV 2019 - PD LEASED VEHICLE	826.17
				FBN3831998	11/5/2019	NOV 2019 - PD-LEASED VEHICL	1,488.03
86030	12/10/2019	00001988	FAIR HOUSING FOUNDATION	AUG 2019 - #2	9/16/2019	AUG 2019 - #2 PERSONNEL REIN	1,796.92
		Voucher:		JUL 2019 - #1	9/3/2019	JUL 2019 - #1 - PERSONNEL REI	2,490.54
				SEP 2019 - #3	10/10/2019	SEP 2019 - #3 PERSONNEL REIM	1,618.42
86031	12/10/2019	00000619	FALCON FUELS, INC.	14698	10/28/2019	REGULAR UNLEADED FUEL	9,931.83
		Voucher:		14481	10/22/2019	REGULAR UNLEADED FUEL	30,221.21
				14906	10/31/2019	REGULAR UNLEADED FUEL	4,553.45
				14935	10/31/2019	ULTRA LOW SULFUR DIESEL	2,967.45
							47,673.94

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
86032	12/10/2019	00002026 FEDERAL EXPRESS CORPORATI	6-832-32274	11/8/2019	FEDEX PRIORITY OVERNIGHT	142.13	142.13
		Voucher:					
86033	12/10/2019	00003770 FLEMING ENVIRONMENTAL INC.	15458	10/30/2019	10/24/19 - 30 DAY INSPECTIONS	543.15	543.15
		Voucher:					
86034	12/10/2019	0010237 FRONTIER COMMUNICATIONS	562-622-5327-11/1	11/19/2019	BILLING- 11/19/19-12/18/19	55.96	
		Voucher:					
86035	12/10/2019	0005303 FULLER ENGINEERING INC	140153	10/31/2019	ACID FOR POOLAND SPA	681.42	681.42
		Voucher:					
86036	12/10/2019	00004934 GAS COMPANY	189-300-9500-7 11	11/18/2019	BILLING PRD- 10/15/19 -11/14/19	1,230.32	
		Voucher:					
86037	12/10/2019	00002304 GENERAL PUMP COMPANY	083 407 6536 4 11	11/21/2019	BILLING PRD- 10/18/19 -11/19/19	21.10	1,251.42
		Voucher:					
86038	12/10/2019	0010016 GLOBAL PARATRANSIT INC.	27459	10/31/2019	AS-NEEDED SERVICES FOR WA	3,470.00	
		Voucher:					
86039	12/10/2019	0008109 GOODIE'S UNIFORM	27455	10/31/2019	AS-NEEDED SERVICES FOR WA	4,220.00	7,690.00
		Voucher:					
86040	12/10/2019	00002890 GRAINGER	111920-04	11/12/2019	FIXED ROUTE (GATE) TRANSIT S	67,212.87	67,212.87
		Voucher:					
86041	12/10/2019	0009700 GUEVARA, DIANNE	2019-16641	11/12/2019	UNIFORM AND ACCESSORIES FI	723.77	
		Voucher:					
86042	12/10/2019	00001522 HD SUPPLY WHITE CAP	2019-19471	11/22/2019	UNIFORM AND ACCESSORIES FI	785.66	1,509.43
		Voucher:					
86043	12/10/2019	0009879 HDL COREN & CONE	9332533133	10/23/2019	STREET LIGHTING HOT GLOVES	168.29	
		Voucher:					
			9332533125	10/23/2019	BUILDING ELECTRICAL REPAIR	27.31	
			9349016254	11/7/2019	SAW BLADE	159.75	355.35
			11/9/19 PANERA	11/9/2019	REIMB: VOLUNTEER LUNCH FOF	313.20	313.20
			1011420209	10/21/2019	MATERIALS FOR ST DIV	390.74	390.74
			0027174-IN	10/24/2019	AUDIT SRVS- PROPERTY TAX, F	151.46	151.46

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
86044	12/10/2019	00000268	HOME DEPOT CREDIT SERVICES4350084	11/5/2019	GROUNDS MAINT. SUPPLIES	39.51	
		Voucher:	2340103	11/7/2019	GROUNDS MAINT. SUPPLIES	439.55	
			0043348	10/30/2019	CIVIC CENTER MONUMENT-SIGI	105.45	
			4024548	11/5/2019	EXTENSION CORD MALE/FEMAL	39.68	
			3370063	10/7/2019	MATERIALS FOR BUILDING ELEC	161.21	
			3350086	11/6/2019	TRAFFIC REPAIR	125.19	
			2360037	10/28/2019	JAIL REPAIRS	95.84	
			9340092	10/31/2019	MATERIALS TO REPAIR PLANTEI	127.97	
			019886	11/19/2019	FACILITY MAINT SUPPLIES	391.20	
			3370206	11/6/2019	MATERIALS FOR BENCHES ON T	237.61	
			8350101	11/11/2019	TOOLS AND SUPPLIES TO FIX LE	130.83	
			9350078	10/31/2019	SUPPLIES TO PAINT SPORTS CE	49.57	
			9371072	10/31/2019	PAINT FOR CAR WASH AREAAT	230.67	
			3370205	11/6/2019	PAINT FOR VETERAN'S DAY SER	151.89	
			2340104	11/7/2019	GROUNDS MAINT SUPPLIES	141.33	2,467.50
86045	12/10/2019	00000647	HONEYWELL INTERNATIONAL IN5249712519	10/21/2019	7/1/19-7/31/19 - HONEYWELL INT	8,540.00	
		Voucher:	5249849559	11/1/2019	12/1/19-12/31/19 - HONEYWELL II	8,540.00	17,080.00
86046	12/10/2019	00002832	HUNTINGTON PARK RUBBER STRGCO21747	10/15/2019	2X10 WALNUT W WHITE LETTER	35.43	
		Voucher:	RGC022203	11/1/2019	(1) 2X10 WALNUT W/ WHITE LET	39.16	74.59
86047	12/10/2019	00000692	ICE MACHINE SALES & SVC CO 0194820-IN	11/14/2019	COMERCIAL FREEZER	2,590.88	2,590.88
		Voucher:	11157	10/31/2019	THRU 10/31/19- CONST SPORTS	83,870.75	83,870.75
86048	12/10/2019	0011871	INTER-SKY, INC.				
		Voucher:	11157	10/29/2019	8/1/19-9/30/19 - CONSULTANT SE	16,200.00	
86049	12/10/2019	00004578	INTERWEST CONSULTING GROU54292	12/2/2019	OCT 2019 - PLAN CHECK SERVIC	54,873.28	71,073.28
		Voucher:	54919	11/4/2019	THRU 9/30/19 - ENGINEERING SV	1,970.58	1,970.58
86050	12/10/2019	0011903	ITERIS, INC.				
		Voucher:	117020	10/31/2019	STREET NAME SIGN FOR STAFF	75.28	
86051	12/10/2019	0008222	JCL TRAFFIC SERVICES	10/31/2019	SIGNS FOR ST DIV	114.98	190.26
		Voucher:	102495	11/4/2019	JOHN DEERE GATOR	26,140.67	26,140.67
86052	12/10/2019	0007026	JOHN DEERE COMPANY				
		Voucher:	116756187	7/24/2019	7/31/19-7/9/19 - REPAIR SPRINKLE	5,254.84	5,650.34
86053	12/10/2019	0011585	JOHNSON CONTROLS FIRE	6/13/2019	WESTSIDE RESERVOIR	395.50	
		Voucher:	21016884	10/27/2019	PULSAR BRIQUETTES FOR POO	1,455.30	1,745.98
86054	12/10/2019	00003387	KNORR SYSTEMS INC	10/26/2019	PENTAIR VALVE FOR POOL	290.68	
		Voucher:	S1217149				
			S1217009				

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86055	12/10/2019	00003540 Voucher:	LA COUNTY DEPT. OF PUBLIC W(9/26/2019	9/1/18-7/31/19 - T.S.0315/ALAMEC	674.47	674.47
86056	12/10/2019	0006905 Voucher:	LA COUNTY SHERIFF'S DEPARTM	11/7/2019	OCT 2019 FOOD FOR THE JAIL	1,251.90	1,251.90
86057	12/10/2019	00005087 Voucher:	LEABRES, JAMES	9/29/2019	LEABRES/TRAVEL/PER DIEM-MI	456.28	456.28
86058	12/10/2019	00004384 Voucher:	LIEN ON ME, INC.	11/8/2019	BILL REVIEW: CASTRO, FLORES	74.20	
				11/9/2019	BILL REVIEW: VENEGAS, RAFAE	200.94	
				11/8/2019	BILL REVIEW:CASTILLO, MIGUEL	1,986.17	
				11/12/2019	BILL REVIEW: ARVIZU, HECTOR	731.50	
				11/8/2019	BILL REVIEW: ANTUNEZ, MIGUEL	1,355.27	
				11/8/2019	BILL REVIEW: GARCIA, LESLIE	161.21	4,509.29
86059	12/10/2019	00003773 Voucher:	LINCOLN AQUATICS	7/26/2019	AQAUTIC SUPPLIES	30.32	
				7/12/2019	AQAUTIC SUPPLIES	339.73	370.05
86060	12/10/2019	00003793 Voucher:	LONG BEACH BMW MOTORCYCL	10/11/2019	REPLACE TIRE AND LIGHTS- UN	517.68	
				9/19/2019	SERVICE, REPLACE HEADLIGHT	1,754.93	2,272.61
86061	12/10/2019	00000609 Voucher:	MCCAIN TRAFFIC SUPPLY	10/25/2019	TRAFFIC SIGNAL SYSTEM MAIN	314.52	314.52
86062	12/10/2019	00004060 Voucher:	MCMMASTER-CARR SUPPLY CO	8/27/2019	METAL SHOWER CEILING IN JAIL	73.71	
				11/11/2019	WATER SUPPLIES	614.17	687.88
86063	12/10/2019	0012372 Voucher:	MENDEZ, JOSE	11/20/2019	UB REFUND CST #00055544 981	158.88	158.88
86064	12/10/2019	0011575 Voucher:	MERCHANTS BUILDING	10/1/2019	OCT 2019 - MBM-ANNUAL JANITC	19,257.44	19,257.44
86065	12/10/2019	00000447 Voucher:	MISC - BLDG PERMITS	11/20/2019	RUBALCAVA, SARAH REFUND: P	100.20	100.20
86066	12/10/2019	00000447 Voucher:	MISC - BLDG PERMITS	11/20/2019	KVA ELECTRICAL REFUND FOR	66.60	66.60
86067	12/10/2019	00000447 Voucher:	MISC - BLDG PERMITS	11/4/2019	REFUND: PERMIT #019000350 84	32.00	32.00
86068	12/10/2019	00003356 Voucher:	MISC - LIABILITY CLAIMS	10/31/2019	CLAIM #19-62-30 ORANGE COUN	1,400.00	1,400.00
86069	12/10/2019	00003356 Voucher:	MISC - LIABILITY CLAIMS	10/16/2019	#19-62-30 DAMAGED MISC PERS	125.57	125.57

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86070	12/10/2019	00000170 MISC - PKS & REC REFUND Voucher:	213743	11/16/2019	REFUND: DEPOSIT (AFTER EVEI	430.00	430.00
86071	12/10/2019	00000170 MISC - PKS & REC REFUND Voucher:	350137	11/9/2019	PERMIT#38 LIFE BUILDERS SEM	143.00	143.00
86072	12/10/2019	00000170 MISC - PKS & REC REFUND Voucher:	215866	10/23/2019	REFUND: MEMBERSHIP CHARGI	21.00	21.00
86073	12/10/2019	00000170 MISC - PKS & REC REFUND Voucher:	216819	10/29/2019	REFUND: MEMBERSHIP CHARGI	9.00	9.00
86074	12/10/2019	00003458 MISC - PUBLIC WORKS Voucher:	3192	11/20/2019	DEPOSIT FOR NEW INSTALLATIC	936.90	936.90
86075	12/10/2019	0012370 MONTES DE OCA, ROSA Voucher:	Ref000260633	11/20/2019	UB REFUND CST #00041758 105I	48.40	48.40
86076	12/10/2019	0008506 MUNITEMPS Voucher:	129467	9/6/2019	8/19/19-8/29/19 - PW PROJECT M	4,800.00	
86077	12/10/2019	00004620 MUTUAL LIQUID GAS & EQUIPME Voucher:	129555	11/15/2019	10/28/19-11/07/19 - HR ANALYST-	3,808.00	8,608.00
			429761	11/5/2019	PROPANE GAS AND COMPLIANC	107.19	
			428250	10/29/2019	PROPANE GAS AND COMPLIANC	421.14	
			427008	10/22/2019	PROPANE GAS AND COMPLIANC	405.97	934.30
86078	12/10/2019	0011779 NACHO AUTOMOTIVE REPAIR, IN26748 Voucher:	26800	11/14/2019	SMOG INSPECTION FOR UNIT 6'	35.00	
			26696	11/19/2019	SMOG INSPECTION- UNIT 815	35.00	
			50143	11/7/2019	REPAIR EMISSION SYSTEM AND	165.00	235.00
86079	12/10/2019	0012071 NADA BUS, INC. Voucher:		11/13/2019	TRIP - SPOTLIGHT CASINO	1,290.00	1,290.00
86080	12/10/2019	0012286 NATIONWIDE ENVIRONMENTAL, :30485 Voucher:		11/15/2019	NOV 2019 - CITYWIDE STREET S	56,580.00	56,580.00
86081	12/10/2019	0009990 NATURE'S SELECT PET FOOD Voucher:	3463	10/29/2019	DOG FOOD VEGA/ MAILO	91.80	91.80
86082	12/10/2019	0007865 NET TRANSCRIPTS, INC Voucher:	0028470-IN	10/31/2019	OCT 15 2019 IA TRANSCRIPTS/	85.57	85.57
86083	12/10/2019	00003962 NICKEY PETROLEUM CO., INC. Voucher:	347145	11/11/2019	INVENTORY PO/BARE BRICK	2,076.60	2,076.60
86084	12/10/2019	00003591 NORTH STAR GRAPHICS Voucher:	1800	10/31/2019	NUMBER DECALS	82.50	82.50

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86085	12/10/2019	0010281 NV5, INC. Voucher:	98611 100872 107095 111621 113755 116268 120310 104487	8/29/2019 8/29/2019 8/29/2019 9/3/2019 9/3/2019 9/3/2019 8/29/2019 8/29/2019	PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICES FOR RETURN ITEMS FOR INV# 40515 CREDIT FOR RETURNED ITEMS- MODULAR DESK SYSTEM	13,680.00 13,680.00 9,405.00 13,300.00 10,260.00 7,695.00 11,495.00 12,825.00 -342.62 -114.21 14,289.49	92,340.00
86086	12/10/2019	00001414 OFFICE DEPOT Voucher:	405153260-001 405153880-001 390161884	10/14/2019	3SETS. BRAKE PADS FOR UNIT	171.06	13,832.66
86087	12/10/2019	0007984 O'REILLY AUTO PARTS Voucher:	3063-317123 3063-317939 3063-318062 3063-318159 3063-317145 3063-317059 3063-317935 3063-315529 3063-317841 3063-317908 3063-318153 3063-319028 3063-319136 3063-318352 3063-316972	11/7/2019 11/11/2019 11/12/2019 11/13/2019 11/7/2019 11/7/2019 11/11/2019 10/28/2019 11/11/2019 11/11/2019 11/13/2019 11/18/2019 11/19/2019 11/14/2019 11/6/2019 10/28/2019	AIR BRAKE AIR CHAMBERS FOR 6- SPARK PLUGS FOR UNIT 197 4CANS. PENETRATION FLUIDS GROUNDS MAINT. EQUIPMENT F ELECTRICAL CIRCUIT FOR UNIT COOLANT HOSE FOR UNIT 161 3SETS. BRAKE PADS FOR UNIT SERPENTINE BELTS FOR UNIT 2 RADIATOR FAN ASSEMBLY FOR FUEL INJECTORS FOR UNIT 294 OIL FILTER FOR UNIT 115 ASST O-RINGS ALTERNATOR FOR UNIT 294 EGR VALVE FOR UNIT 655 REPAIR FOR HP COLOR PRINTE	132.76 33.01 25.53 60.63 7.71 13.30 284.81 89.58 136.00 503.16 4.93 12.12 197.38 63.16 400.24	
86088	12/10/2019	00002769 PARIS LASER PRINTER REPAIR Voucher:	26428	10/28/2019	REPAIR FOR HP COLOR PRINTE	400.24	1,735.14
86089	12/10/2019	0009569 PCMG, INC. Voucher:	900873098 900845151 900830247 900871302	11/22/2019 11/14/2019 11/12/2019 11/22/2019	CA 12CD-S PTT AND ENCOREPR HARD DRIVE REPLACEMENT FO HARD DRIVE REPLACEMENT FO CA 12CD-S PTT AND ENCOREPR	1,124.55 2,039.63 209.48 2,216.03	5,589.69
86090	12/10/2019	00003673 PD: AMADOR, ROMAN Voucher:	1-2620	11/21/2019	PER DIEM & REIMB: MILAGE, LO	448.10	448.10

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86091	12/10/2019	00002445 PD: JIMENEZ, MAYRA	1-2619	11/21/2019	PER DIEM & REIMB MILAGE: WE	514.72	514.72
		Voucher:					
86092	12/10/2019	0010618 PD: PINEDA, JESUS	11/22/2019	11/22/2019	RETURN CHECK FEE	12.00	12.00
		Voucher:					
86093	12/10/2019	0010407 PD: REYES, ANTHONY	1-2595	11/21/2019	REIMB: FUEL - TRNG - BASIC SW	30.00	30.00
		Voucher:					
86094	12/10/2019	00003808 PD: RODRIGUEZ, JUAN	1-2619	11/21/2019	PER DIEM & REIMB MILAGE: WE	296.24	296.24
		Voucher:					
86095	12/10/2019	0009511 PRADO FAMILY SHOOTING RANG	5144	11/6/2019	11/5/19 & 11/6/19 - RANGE RENT/	700.00	700.00
		Voucher:					
86096	12/10/2019	00000488 PRAXAIR DISTRIBUTION, INC.	92567717	10/21/2019	WELDING CYLINDER RENTAL	135.85	354.65
		Voucher:	92676876	10/24/2019	PD JAIL SHOWER HARDWARE	218.80	
86097	12/10/2019	0005368 PRINTCO DIRECT	82377	11/1/2019	BUSINESS CARD	209.48	474.08
		Voucher:	82344	10/16/2019	BUSINESS CARDS	264.60	
86098	12/10/2019	0012188 PURPLEAIR, LLC	PA2230	10/30/2019	AIR QUALITY SENSORS	4,847.47	4,847.47
		Voucher:					
86099	12/10/2019	00002735 ROADLINE PRODUCTS, INC.	15208	9/9/2019	TRAFFIC PAINT FOR THE FIREST	7,498.93	7,817.68
		Voucher:	15339	10/24/2019	TIPS FOR ST DIV	318.75	
86100	12/10/2019	0007826 RON'S MAINTENANCE, INC.	790	11/7/2019	MAINT OF CATCH BASINS - YEAF	15,420.00	15,420.00
		Voucher:					
86101	12/10/2019	0007637 RSG, INC	I005413	10/31/2019	OCT 2019 - RSG1921-NPO MAST	375.00	6,596.25
		Voucher:	I005433	10/31/2019	OCT 2019 - RSG2147 - DEPARTM	1,728.75	
			I005302	9/30/2019	SEP 2019 - RSG2147 - DEPARTM	1,961.25	
			I005274	9/30/2019	SEP 2019 - RSG1921-NPO MASTI	2,531.25	
86102	12/10/2019	00004821 S & J SUPPLY COMPANY, INC.	S100144979.001	11/6/2019	WATER SUPPLIES	713.77	6,596.25
		Voucher:	S100145278.001	11/13/2019	WATER SUPPLIES	839.80	
			S100145288.001	11/13/2019	WATER SUPPLIES	1,005.49	
86103	12/10/2019	00003882 S A RENTERIA AUTO PARTS	431924	11/13/2019	TRANSMISSION FLUIDS	90.23	2,559.06
		Voucher:					
86104	12/10/2019	00003152 S.G. POLICE EXPLORER	10/8/19-BOOTS	10/8/2019	REIMB: UNIFORM BOOTS (15 PA	443.31	443.31
		Voucher:					
86105	12/10/2019	0012371 SANCHEZ GUERRERO, CARMEN	Ref000260634	11/20/2019	UB REFUND CST #00062799 955I	148.49	148.49
		Voucher:					

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86106	12/10/2019	0008973 Voucher:	SCOTT ROBINSON CHRYSLER D154184 154347	11/15/2019	PURGE VALVE FOR UNIT 171	26.16	
			153756	11/19/2019	CAMBER LINKS FOR UNIT 152	200.39	
			153679	11/7/2019	TRANSMISSION FLUID FOR UNIT	79.83	
				11/6/2019	AC HOSE FOR UNIT 151	54.82	361.20
86107	12/10/2019	00004834 Voucher:	SECURITY SIGNAL DEVICES SYSS-01010905 S-01010773	10/24/2019	CHECK SYSTEM-CAMERA IS DIR	334.75	
			S-01011534	10/23/2019	SOUTH GATE AUDITORIUM	139.00	
			8128496752	11/4/2019	10/31/19 - SERVICE ON CAMERA	507.00	980.75
86108	12/10/2019	00002616 Voucher:	SHRED-IT US JV LLC	10/31/2019	OCT 2019 SHREDDING OF DOCL	102.26	102.26
86109	12/10/2019	00004857 Voucher:	SMITH FASTENER COMPANY	8/28/2019	PD SHOWER CEILING CONVERTS	11.03	
			SF0021734	8/29/2019	PD JAIL SHOWER HARDWARE	101.10	
			SF0022996	11/13/2019	FASTENERS AND MISC.	385.61	497.74
86110	12/10/2019	00004004 Voucher:	SPICERS PAPER, INC.	11/6/2019	INVENTORY PO/COPY PAPER	3,351.60	3,351.60
86111	12/10/2019	0012268 Voucher:	SPLICE COMMUNICATIONS, INC. 132781	10/31/2019	IT SUPPORT SERVICES	9,950.00	9,950.00
86112	12/10/2019	00004897 Voucher:	ST FRANCIS MED CT	8/22/2019	8/12/19 VENEGAS, RAFAEL - CLA	397.38	397.38
86113	12/10/2019	0012272 Voucher:	ST FRANCIS PATHOLOGY	11/4/2019	FIRST AID SERVICES 9/2/19 (LIEI	1,672.58	1,672.58
86114	12/10/2019	00004908 Voucher:	STATUS ONE MEDICAL INC	10/21/2019	FIRST AID SUPPLIES	98.56	98.56
86115	12/10/2019	0009356 Voucher:	SWANA	11/1/2019	ANNUAL MEMBERSHIP RENEWA	253.00	253.00
86116	12/10/2019	0011201 Voucher:	TELECOM LAW FIRM, P.C.	10/17/2019	SPECIALIZED LEGAL SERVICES	226.80	226.80
86117	12/10/2019	0009039 Voucher:	TETRA TECH	11/4/2019	P/E 10/25/19 - PRJ #194-6081 - TP	33,478.35	33,478.35
86118	12/10/2019	0012184 Voucher:	TEXTRON SPECIALIZED VEHICLE91998980	11/8/2019	FOUNDNS MAINT. EQUIPMENT F	111.88	111.88
86119	12/10/2019	0010457 Voucher:	THE PUN GROUP, LLP	11/15/2019	FY 18-19 AUDIT	25,000.00	25,000.00
86120	12/10/2019	0011886 Voucher:	THE TRUST FOR PUBLIC LAND	11/4/2019	6/18/19, 7/1/19-9/30/19 - PRJ MGN	92,428.21	92,428.21

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86121	12/10/2019	0011907	THOMAS INTERNATIONAL COMP.2019-0606-3	11/16/2019	PROFESSIONAL SERVICES FOR	11,635.94	11,635.94
	Voucher:						
86122	12/10/2019	00003851	841246960	11/1/2019	OCT 2019 - WEST INFORMATION	405.82	405.82
	Voucher:						
86123	12/10/2019	0008153	07196911219	11/12/2019	ACCT# 8448 30 017 0719691 - 11/	108.37	108.37
	Voucher:						
86124	12/10/2019	0008005	U.S. BANK-PARS ACCT#67460225DEC 2019	12/1/2019	PARS SUPPLMNTL RETIREMNT I	5,671.35	5,671.35
	Voucher:						
86125	12/10/2019	0008005	U.S. BANK-PARS ACCT#67460225JAN 2020 - LOUIE	1/1/2019	KEN LOUIE - PARS-EXCESS BEN	550.00	
	Voucher:						
			JAN 2020-MOSTA	1/1/2019	MOHAMMAD MOSTAHKAMI - EXC	680.00	
			JAN 2020- R.BATE	1/1/2019	RON BATES - PARS-EXCESS BEI	160.00	1,390.00
86126	12/10/2019	00004964	UNDERGROUND SERVICE ALERT1020190186	11/1/2019	DIG ALERTS- 246 TICKETS & \$10	415.90	
	Voucher:						
			18DSBFE5626	11/1/2019	DIG ALERT REGULATORY COST:	228.48	644.38
86127	12/10/2019	0005750	UNITED INDUSTRIES	10/9/2019	INVENTORY PO/ FLASHLIGHTS	873.18	
	Voucher:						
			199770	11/5/2019	INVENTORY PO/ FLASHLIGHTS	153.80	
			200468		INVENTORY PO/ EARMUFFS	-184.56	842.42
			11417				5,285.06
86128	12/10/2019	0012213	UNLIMITED EVENT RENTALS	10/18/2019	2019 FAMILY DAY IN THE PARK- I	5,285.06	
	Voucher:						
86129	12/10/2019	00003928	US BANK TRUST N.A.	12/1/2019	DEC 2019 - 2005 PERS OBLIGATI	166,709.62	
	Voucher:						
			788757000- 12/20	12/1/2019	DEC. 2019 - 2001 SERIES SG AU	115,416.67	
			94431820- 12/201	12/1/2019	DEC 2019 - SERIES 2012 SOUTH	146,037.50	428,163.79
86130	12/10/2019	00000379	VERIZON BUSINESS	11/25/2019	BILLING -10/15/2019 - 11/14/2019	55.92	55.92
	Voucher:						
			74154657				

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86131	12/10/2019	00002634 VULCAN MATERIALS COMPANY Voucher:	72408010 72403525 72408011 267602 72412014 72387431 72392133 72392131 72392132 72396754 72393921 72396755 72412013 72400484 72403526 72405721	11/13/2019 11/8/2019 11/13/2019 10/31/2019 11/15/2019 10/25/2019 10/30/2019 10/30/2019 10/30/2019 10/30/2019 10/31/2019 10/31/2019 10/31/2019 10/31/2019 11/15/2019 11/6/2019 11/8/2019 11/11/2019	ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV FINANCE CHARGES ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV ASPHALT FOR ST DIV INSTALL LIGHTING PD WASH RA	900.34 330.97 212.89 43.66 329.34 268.00 184.79 248.58 88.68 414.18 1,399.14 329.34 331.79 837.34 248.58 251.84 531.02	
86132	12/10/2019	00004423 WALTERS WHOLESALE ELECTRIC Voucher:	S114332415.001 S114184707.001 S11184707.002 S114285960.001	10/30/2019 10/29/2019 10/29/2019 10/29/2019	NEW INSTALL MONUMENT SIGN NEW INSTALL MONUMENT SIGN NEW MONUMENT SIGN/CIVIC CE	155.65 153.10 138.10 9,799.42	
86133	12/10/2019	00002593 WAXIE'S SANITARY SUPPLY Voucher:	78671459 78677479 78612798 78711068	10/31/2019 11/4/2019 10/7/2019 11/18/2019	INVENTORY PO/ JANITORIAL SU INVENTORY PO/ JANITORIAL SU INEVNTORY PO/ JANITORIAL SU INVENTORY PO/ JANITORIAL SU	1,347.81 77.73 297.28 285.00	977.87
86134	12/10/2019	0010471 WEBSTER'S BEE'S REMOVAL Voucher:	SR1059 1342	5/15/2019 10/28/2019	BEE HIVE REMOVAL AT 10101 OF BEE REMOVAL AT 8994 SAN JUA	235.00 166.00	11,522.24
86135	12/10/2019	00000032 WEST COAST MAILERS Voucher:	10171 10176 10172 10173 10175	11/12/2019 11/12/2019 11/12/2019 11/12/2019 11/12/2019	CSG BILLS CYCLES 10 JOB# 10- CSG LATE NOTICES CYCLES 3 8 CSG BILLS CYCLES 7 & 8 JOB# 1 CSG LATE NOTICES CYCLES 5 8 CSG BILLS CYCLES 5 & 6 JOB# 5	189.41 1,579.25 347.50 1,805.78 75.00	520.00
86136	12/10/2019	00004593 WESTERLY METER SERVICE CO Voucher:	16315	10/31/2019	METER TEST	75.00	4,087.94
86137	12/10/2019	00000561 WESTERN EXTERMINATOR COM Voucher:	7487841	9/30/2019	GOPHER ABATEMENT	1,950.00	1,950.00

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86138	12/10/2019	00001280 WILLDAN Voucher:	00516752	7/26/2019	REVIEW OF 3125 FIRESTONE HY	740.00	
			00516739	7/26/2019	SECOND REVIEW OF STREET/M	1,572.50	
			00516741	7/26/2019	REVIEW OF LOT MERGER FOR 3	505.00	
			00516740	7/26/2019	REVIEW OF PARCEL MAP FOR 4	560.00	
			00516753A	7/26/2019	FIRST REVIEW OF DEVELOPMEI	345.00	
			00516753B	7/26/2019	HYDROLOGY REPORT AND CALI	462.50	
			00516751	7/26/2019	REVIEW SERVICES FOR 10920 C	366.25	4,551.25
86139	12/10/2019	0007005 WILLDAN FINANCIAL SERVICES Voucher:	010-42855	10/25/2019	PROFESSIONAL SERVICES FOR	4,000.00	4,000.00
86140	12/10/2019	00000058 XEROX CORP Voucher:	98273230	10/29/2019	COPIER LEASE AGRMNT - SEPTI	311.31	
			98329137	10/29/2019	COPIER LEASE AGRMNT - SEPTI	376.59	
			98273221	10/29/2019	COPIER LEASE AGRMNT - SEPTI	223.04	
			98386625	10/29/2019	COPIER LEASE AGRMNT - SEPTI	132.96	
			98273229	10/29/2019	COPIER LEASE AGRMNT - SEPTI	154.07	
			98426613	10/29/2019	COPIER LEASE AGRMNT - SEPTI	547.61	
			98273231	10/29/2019	COPIER LEASE AGRMNT - SEPTI	263.69	
			98426614	10/29/2019	COPIER LEASE AGRMNT - SEPTI	212.45	
			98273225	10/29/2019	COPIER LEASE AGRMNT - SEPTI	223.04	
			98386626	10/29/2019	COPIER LEASE AGRMNT - SEPTI	212.39	
			98386628	10/29/2019	COPIER LEASE AGRMNT - SEPTI	212.45	
			98273224	10/29/2019	COPIER LEASE AGRMNT - SEPTI	263.69	
			98273222	10/29/2019	COPIER LEASE AGRMNT - SEPTI	223.11	
			98273223	10/29/2019	COPIER LEASE AGRMNT - SEPTI	283.01	
			98386627	10/29/2019	COPIER LEASE AGRMNT - SEPTI	263.54	
			98426616	10/29/2019	COPIER LEASE AGRMNT - SEPTI	169.68	
			98273227	10/29/2019	COPIER LEASE AGRMNT - SEPTI	283.01	
			163087351	11/14/2019	STAPLES FOR XEROX	133.40	
			98273226	10/29/2019	COPIER LEASE AGRMNT - SEPTI	399.17	
			98426617	10/29/2019	COPIER LEASE AGRMNT - SEPTI	225.15	
			98426615	10/29/2019	COPIER LEASE AGRMNT - SEPTI	222.97	5,336.33
86141	12/10/2019	00003442 YOUNGBLOOD & ASSOCIATES, I Voucher:	IL4052A	11/7/2019	PRE-EMPLOYMENT POLYGRAPH	300.00	300.00
86142	12/10/2019	00001376 Z.A.P. MANUFACTURING INC Voucher:	3117	11/16/2019	TRAFFIC SIGNS RECYCLES AND	2,802.31	2,802.31

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
86143	12/10/2019	00000062	ZIEGLER'S HARDWARE & SUPPLY 08643	10/23/2019	CHISEL FOR ST DIV	22.03	
			Voucher: 08703	11/6/2019	HEX NUTS ANCHORS FOR ST DI	36.91	
			08697	11/5/2019	JAIL PLUMBING REPAIRS	79.07	
			08646	10/23/2019	DRYWALL, WALL TEXTURE, 5 MI	38.54	
			08678	10/31/2019	MATERIALS FOR RESTROOM PA	82.31	
			08696	11/14/2019	REPAIRS ON PAIL SINKS	70.80	
			08722	11/11/2019	FOR PD TO SEAL GAPS IN STAIF	40.75	370.41
11302019	11/30/2019	00004309	AMERIFLEX	NOVEMBER 2019	NOV 2019- ACH DEBITS BOW	1,511.78	1,511.78
			Voucher:				
101441109	11/7/2019	00000343	PUBLIC EMPLOYEES RETIREME1001441654	11/19/2019	GASB 68 REPORTINGG SERVICE	2,250.00	2,250.00
			Voucher:				
01441654	11/19/2019	00000343	PUBLIC EMPLOYEES RETIREME1001441109	11/19/2019	GASB 68 REPORTINGG SERVICE	2,250.00	2,250.00
			Voucher:				
Sub total for BANK OF THE WEST:						2,378,895.53	
Grand Total All Checks:						2,378,895.53	

Void Checks

Bank code: botw
(none)

179 checks in this report.

WARRANT REGISTER FOR COUNCIL MEETING 12/10/2019

PART II

apChkLst
11/25/2019 3:33:53PM

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
85965	11/27/2019	0012107	CALIFORNIA STATE DISBURSEMEIBen260370	11/27/2019	CA STATE DISB. UNIT: PAYMENT	578.76	578.76
	Voucher:						
85966	11/27/2019	00002138	FRANCHISE TAX BOARD Ben260364	11/27/2019	GARNISHMENT - FRANCHISE TA	993.96	993.96
	Voucher:						
85967	11/27/2019	0009920	OCSE CLEARINGHOUSE SDU Ben260372	11/27/2019	GARNISHMENT - AR CHILD SUPP	324.00	324.00
	Voucher:						
85968	11/27/2019	0008951	SENCION, CARMEN Ben260368	11/27/2019	SPOUSAL SUPPORT-E. SENCION	553.85	553.85
	Voucher:						
85969	11/27/2019	0008005	U.S. BANK-PARS ACCT#67460225Ben260366	11/27/2019	PARS 11.87%: PAYMENT	775.92	775.92
	Voucher:						

Sub total for BANK OF THE WEST: 3,226.49

5 checks in this report.

Grand Total All Checks: 3,226.49

Void Checks

Bank code: botw
(none)

WARRANT REGISTER FOR COUNCIL MEETING 12/10/2019

PART III

apChkLst

12/02/2019 3:57:15PM

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
1792	11/27/2019	00000004	NATIONWIDE RETIREMENT SOLLBen260374	11/27/2019	DEF COMP NATIONWIDE: PAYME	54,071.57	54,071.57
		Voucher:					
1793	11/27/2019	00004836	SEIU LOCAL 721 CTW CLC-23900Ben260376	11/27/2019	SEIU DUES: PAYMENT	3,280.20	3,280.20
		Voucher:					
1794	11/27/2019	00002370	INTERNAL REVENUE SERVICE Ben260378	11/27/2019	MEDICARE: PAYMENT	152,162.16	152,162.16
		Voucher:					
1795	11/27/2019	00000343	PUBLIC EMPLOYEES RETIREMEIBen260380	11/27/2019	PERS RETIREMENT: PAYMENT	218,379.92	218,379.92
		Voucher:					
1796	11/27/2019	00001186	EMPLOYMENT DEVELOPMENT D Ben260382	11/27/2019	SDI: PAYMENT	49,264.91	49,264.91
		Voucher:					
1797	11/27/2019	00004996	SEIU-COPE LOCAL 721, LAOC CIBen260384	11/27/2019	SEIU- COPE LOCAL 721 DEDUCT	49.00	49.00
		Voucher:					
1798	11/27/2019	00004988	CHILD SUPPORT ON-LINE, STATEBen260386	11/27/2019	CHILD SUPPORT-ONLINE: PAYMI	2,421.69	2,421.69
		Voucher:					

Sub total for BANK OF THE WEST: 479,629.45

7 checks in this report.

Grand Total All Checks: 479,629.45

Void Checks

Bank code: botw

(none)

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING 12/10/2019**

TOTAL PART I - ACCOUNTS PAYABLE	2,378,895.53
TOTAL PART II - PAYROLL-RELATED CHECKS	3,226.49
TOTAL PART III - PAYROLL WIRE TRANSFERS	479,629.45
	<hr/>
SUB - TOTAL	2,861,751.47
LESS: VOIDS	(323.65)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(322,656.27)
	<hr/>
GRAND TOTAL	2,538,771.55

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

Warrant Number 85960 to Warrant Number 86143 inclusive, totaling \$2,538,771.55. As listed on the accompanying Accounts Payable Warrant Register of DECEMBER 10, 2019 and approved as presented, with the exception of the following voided warrants:

85439	AMERICAN RENTAL INC.	11/12/2019	323.65	DUPLICATE INVOICES WITH DIFFERENT INVOICE NUMBERS
	GRAND TOTAL OF VOIDED CHECKS		323.65	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on December 10, 2019 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.