



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, January 22, 2019 at 6:30 p.m.

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

CALL TO ORDER	Maria Belen Bernal, Mayor
INVOCATION	Reverend Sean Pica, Redmeemer Lutheran Church
PLEDGE OF ALLEGIANCE	Sandra Varela, Community Development Technician II
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Maria Belen Bernal	CITY CLERK Carmen Avalos
VICE MAYOR Jorge Morales	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Denise Diaz Maria Davila Al Rios	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. Certificates Of Appreciation To Students From VAPA Legacy High School And South East High School For Participating In Mayor Bernal's South Gate Mentors Initiative During The Month Of December

The City Council will issue a Certificate of Appreciation to Esmeralda Perez and Celeste Espinoza for participating in Mayor Bernal's South Gate Mentors Initiative during the month of December. (ADMIN)

Documents:

[ITEM 1 REPORT 012219.PDF](#)

2. Introduction Of New And Promotional Full-Time Employees

The City Council will allow staff to introduce the new and promotional full-time employees hired or promoted between October 1, 2018 and December 31, 2018, and four from prior quarters that were missed. (ADMIN SVCS)

Documents:

[ITEM 2 REPORT 012219.PDF](#)

V. Public Hearings

3. Ordinance Amending Certain Sections Of The Municipal Code Pertaining To The Use Of The City Seal Will Be Continued To The City Council Meeting Of April 23, 2019

The City Council will conduct a Public Hearing to consider taking public testimony concerning the proposed Ordinance amending certain Sections of the South Gate Municipal Code regarding the use of the City Seal, and will continue the Public Hearing to the regularly scheduled City Council Meeting of April 23, 2019. (PW)

Documents:

[ITEM 3 REPORT 012219.PDF](#)

4. Ordinance Adding New Section 11.28.030 (Tweedy Boulevard Specific Plan), To Chapter 11.28 (Specific Plans), Of Title 11 (Zoning), Of The Municipal Code

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

a. The Planning Commission's proposed changes pertaining to

Library/Gallery/Museum, Alcohol Sales as Part of a Restaurant, and Antenna/Communications Equipment and provide staff with direction as to which, if any, of the modifications should be made to the final Tweedy Boulevard Specific Plan document;

b. Waiving the reading in full and introducing an Ordinance adding new Section 11.28.030 (Tweedy Boulevard Specific Plan), to Chapter 11.28 (Specific Plans), of Title 11 (Zoning), of the South Gate Municipal Code;

c. Adopting a Resolution approving General Plan Amendment No. 2019-01 by adding place types "Light Industrial/Flex and Manufacturing Distribution" to the Tweedy Educational District and changing the residential General Plan designation of a portion of the General Plan area from Neighborhood-Low to Neighborhood Medium; and

d. Adopting a Resolution approving the Initial Study and Negative Declaration, dated April 19, 2017, pertaining to the Tweedy Boulevard Specific Plan.

Documents:

[ITEM 4 REPORT 012219.PDF](#)

5. Six-Month Compliance Review Of The Live Entertainment Permit For Buena Mesa Restaurant, Located At 5861 Firestone Boulevard

The City Council will conduct a Public Hearing to consider conducting a six-month compliance review of the Live Entertainment Permit for Buena Mesa restaurant, located at 5861 Firestone Boulevard. (CD)

Documents:

[ITEM 5 REPORT 012219.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 **6, 7, 8, 9, 10, 11, 12, 13, 14 and 15** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

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

6. Resolution Pertaining To The Street Lighting And Landscaping Maintenance District No. 1

The City Council will consider adopting a **Resolution** _____ initiating the annual proceedings for the levy of the Fiscal Year 2019/20 assessments and ordering the preparation of an Engineer's Report for the Street Lighting and Landscaping Maintenance District No. 1. (PW)

Documents:

[ITEM 6 REPORT 012219.PDF](#)

7. Amendment No. 1 To Contract No. 2873 With Bear Communications, Inc., Extending Maintenance Services For The City's Radio Communication System

The City Council will consider: (PW)

a. Approving Amendment No. 1 to Contract No. 2873 with Bear Communications, Inc., (successor-in-interest to Advanced Electronics, Inc.) extending maintenance services and a related FCC license for the City's radio communication system through June 30, 2019, in the amount of \$34,958; and

b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable by the City Attorney.

Documents:

8. Agreement With Iteris, Inc., For Engineering Services For The Tweedy Boulevard Signal Synchronization Project

The City Council will consider: (PW)

- a. Approving an Agreement (**Contract No.** _____) with Iteris, Inc., to provide engineering plans, specifications and estimates for the Tweedy Boulevard Signal Synchronization Project, LAMTA ID F7309, City Project No. 514-TRF, in the amount not-to-exceed \$169,929; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

9. Agreement With EC Construction For Construction Of The Hildreth Avenue Traffic Mitigation Project And Appropriation Of Funds

The City Council will consider: (PW)

- a. Approving an Agreement (**Contract No.** _____) with EC Construction to construct the Hildreth Avenue Traffic Mitigation Project, City Project No. 600-ST (Project) and award the Base Bid - Schedule A and Additive Bid - Schedule B, in the amount not-to-exceed \$254,411;
- b. Appropriating \$94,411 in Measure M funds to Account No. 311-790-39-9472 to fund the project;
- c. Authorizing the Director of Administrative Services to transfer \$15,000 in Measure R funds and \$120,000 in Measure M funds from Account No. 311-790-31-9447 to Account No. 311-790-3 9-9472 to fund the project;
- d. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- e. Approving the Notice of Exemption for the construction of the Project and direct the City Clerk to file it with the Los Angeles County Recorder's Office.

Documents:

10. Amendment No. 1 To Contract No. 3352 With The Trust For Public Land For Supplemental Environmental Soil Characterization

Studies

The City Council will consider: (PW)

- a. Approving Amendment No. 1 to Contract No. 3352 with The Trust for Public Land for supplemental environmental soil characterization studies, in the amount not-to-exceed \$34,350; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 10 REPORT 012219.PDF](#)

11. Side Letter Of Agreement With The South Gate Police Management Association Regarding Retiree Medical For Lateral Transfers

The City Council will consider: (ADMIN SVCS)

- a. Approving the Side Letter of Agreement with the South Gate Police Management Association regarding retiree medical for lateral peace officers; and
- b. Authorize the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 11 REPORT 012219.PDF](#)

12. Side Letter Of Agreement With The South Gate Police Officers' Association Regarding Retiree Medical For Lateral Transfers

The City Council will consider: (ADMIN SVCS)

- a. Approving the Side Letter of Agreement with the South Gate Police Officers' Association regarding retiree medical for lateral peace officers; and
- b. Authorizing the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 12 REPORT 012219.PDF](#)

13. First Quarter Financial Report For Fiscal Year 2018/19

The City Council will consider Receiving and filing the First Quarter

Financial Report for Fiscal Year 2018/19. (ADMIN SVCS)

Documents:

[ITEM 13 REPORT 012219.PDF](#)

14. Completion Of The Citywide Sidewalk Improvements Project, Phase V And The Walnut Street Parking Lot Improvements

The City Council will consider: (PW)

- a. Accepting completion of construction, effective November 16, 2018, of the Citywide Sidewalk Improvements Project, Phase V and the Walnut Street Parking Lot Improvements, City Project No. 566-ST;
- b. Approving owner-initiated Change Order No. 2 to Contract No. 3446 to fund final construction quantities for the Project, in the amount of \$45,706; and
- c. Directing the City Clerk to file a Notice of Completion with Los Angeles County Recorder's Office.

Documents:

[ITEM 14 REPORT 012219.PDF](#)

15. Minutes

The City Council will consider: (CLERK)

- a. Approving the Special and Regular Meeting minutes of November 13, 2018; and
- b. Approving the Special and Regular Meeting minutes of November 27, 2018; and
- c. Approving the Special and Regular Meeting minutes of December 11, 2018; and
- d. Approving the Special Meeting minutes of January 10, 2019.

Documents:

[ITEM 15 REPORT 012219.PDF](#)

IX. Reports, Recommendations And Requests

16. City Council Goals For Fiscal Year 2018/19

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

Documents:

[ITEM 16 REPORT 012219.PDF](#)

17. Warrant Register For January 22, 2019

The City Council will consider approving the Warrants and Cancellations for January 22, 2019. (ADMIN SVCS)

Total of Checks: \$1,929,378.96
Voids: (\$ 1,200.00)
Total Payroll Deductions:\$ 335,753.18
Grand Total: \$1,592,425.78

Cancellations: 80711

Documents:

[ITEM 17 REPORT 012219.PDF](#)

X. Adjournment

Adjournment in memory of Allen Treen, long time City resident and South Gate Museum volunteer.

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted January 16, 2019 at 5:40 p.m., as required by law.

Carmen Avalos,
City Clerk

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

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

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

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

RECEIVED

JAN 10 2019

Item No. 1

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:55pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of January 22, 2019

Originating Department: Administration

Management Assistant:


Giselle Mares

City Manager:


Michael Flad

SUBJECT: CERTIFICATES OF APPRECIATION TO MAYOR MENTEES FOR THE MONTH OF DECEMBER

PURPOSE: To acknowledge VAPA Legacy High School student Esmeralda Perez and South East High School student Celeste Espinoza for their participation in Mayor Mariá Belén Bernal's South Gate Mentors Initiative.

RECOMMENDED ACTION: Mayor Mariá Belén Bernal will issue a Certificate of Appreciation to Esmeralda Perez and Celeste Espinoza for participating in Mayor Bernal's South Gate Mentors Initiative during the month of December.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: As part of Mayor Bernal's South Gate Mentors Initiative, a group of students will work with the Mayor and other local professionals in a one-on-one mentorship relationship. The goal of the initiative is to have young people in the community enhance their personal and professional development, increase their knowledge about City government and resources, and become more civically engaged by attending local events. This initiative is an attempt to help ensure that our local young people have access to a mentor they can relate to and learn from.

Topics discussed during meetings include: advice about career path, goal setting and long-term planning, managing time more effectively, school/life balance, self-confidence and perception, and how personal values influence the professional.

Research confirms that quality mentoring relationships have powerful positive effects on young people in a variety of academic, personal and professional situations; connects youth to personal growth and development; as well as provides social and economic opportunity.

ATTACHMENT: None.

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JAN 16 2019

City of South Gate
CITY COUNCIL

Item No. 2

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:00am

AGENDA BILL

For the Regular Meeting of: January 22, 2019
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

SUBJECT: INTRODUCTION OF THE CITY'S NEW AND PROMOTIONAL FULL-TIME EMPLOYEES

PURPOSE: To introduce to the City Council the City's new and promotional full-time employees recently hired or promoted.

RECOMMENDED ACTION: Allow staff to introduce the new and promotional full-time employees hired or promoted between October 1, 2018 and December 31, 2018, and four from prior quarters that were missed.

FISCAL IMPACT: None

ANALYSIS: None

BACKGROUND: Following is a list of new and promotional full-time city employees who were hired or promoted between October 1, 2018 and December 31, 2018, and four from prior quarters:

Employee	Title	Department	Division	Original Hire Date	Promotion Date
Jesus Rodriguez	Street Lead Worker	Public Works	Street Maintenance	08/20/07	12/23/18
Norma Cardenas Frank	Code Enforcement Officer	Community Development	Code Enforcement	10/22/02	07/23/18
Sandra Varela	Community Development Technician II	Community Development	Building and Safety	06/13/05	10/29/18
Eric Padilla	Police Officer	Police	Patrol	01/22/18	07/15/18
Joshua Bishop	Police Officer	Police	Patrol	01/22/18	07/15/18

ATTACHMENTS: None

RECEIVED

JAN 16 2019

City of South Gate
CITY COUNCIL

Item No. 3

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:20am

AGENDA BILL

For the Regular Meeting of: January 22, 2019

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

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

PURPOSE: This item was continued from the City Council Meeting of December 11, 2018. Staff is requesting the Public Hearing to be continued to the City Council Meeting of April 23, 2019, to allow further review. The Municipal Code regulates the use of the City Seal, and some of its provisions are challenging to apply in today's fast paced environment. To streamline the process, an amendment to the Municipal Code is proposed to transfer approval authority to the City Manager, as well as to eliminate the permit process and fees.

RECOMMENDED ACTION: Open the public hearing, take public testimony concerning the proposed Ordinance amending certain Sections of the South Gate Municipal Code regarding the use of the City Seal, and will continue the Public Hearing to the regularly scheduled City Council Meeting of April 23, 2019.

FISCAL IMPACT: None; however, if the proposed Ordinance is amended, the requirement for permit fees for the use of the City seal will be removed from the Municipal Code. The fiscal impact is anticipated to be negligible.

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

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

By approving the proposed amendments, the process will be streamlined giving the City Manager the authority to approve such uses.

BACKGROUND: Chapter 1.02 (City Seal) of the Municipal Code establishes the procedures for the use of the City Seal. An amendment is recommended to streamline the approval process for two

particular uses that currently require a lengthy approval process. For the purposes of the staff report, the approval process for the use of the City seal is summarized in three categories:

1. **Prohibited Uses** – Prohibited uses of the City Seal are specified in "Section 1.02.040 Prohibited Uses of City Seal." Examples include promotion material for private business and
2. **Authorized Uses** – Eight authorized uses of the seal are specified in "Section 1.02.050 Authorized Uses of City Seal." Examples include printed materials for official City business, city promotional materials, and the use by elected City officials on items such a shirts and coffee mugs. Two out of the eight authorized uses must be approved by the City Council.
3. **Uses Requiring City Council Approval** - Anyone seeking approval for the two uses of the City Seal that does not fall under the authorized uses, can refer to "Section 1.02.060 Specially Permitted Uses of City Seal" where a permitting process that includes a public hearing, City Council approval by majority vote, a permit and fees. The two uses of concern are the following:
 - a. The use of the City Seal on City stationery or other written or printed materials containing the printed names of Council Members, and
 - b. The use of the City Seal printed on material in support of or in opposition to any State or Federal legislation or other ballot measures.

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

Staff recommends that the City Council take steps necessary to adopt the attached ordinance, amending Section 1.02.040, 1.02.050 and 1.02.060 of the Code to eliminate the permit process, along with the public hearing requirement and respective fees, and transfer approval issuing authority relative to the City Seal from the City Council to the City Manager.

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

AM:lc

ORDINANCE NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

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

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

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

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

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

WHEREAS, the City Council held a duly noticed public hearing on December 11, 2018 and January 22, 2019, to take public testimony concerning this matter;

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

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

1.20.040 Prohibited Uses of City Seal.

A. No person may use, or authorize the use of, the city seal for any purposes other than those set forth in Section 1.02.050, unless specifically authorized by a majority of the members of the city council, except in cases involving city sponsored events, in which case the city manager through the permit approval process set forth in Section 1.02.060 of this chapter, is authorized to grant use of the city seal.

B. No person may use, or authorize the use of, city stationery bearing the city seal for any purposes other than those set forth in Section 1.02.050, unless specifically authorized by a majority of the members of the city council, except in cases involving city sponsored events, in which case the city manager through the permit approval process set forth in Section 1.02.060 of this chapter, is authorized to grant use of the city seal.

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

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

1.20.050 Authorized Uses of City Seal.

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

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

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

1.20.060 Specially Permitted Uses of City Seal.

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

[Remainder of page left blank intentionally]

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

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

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

PASSED, APPROVED and ADOPTED this ____ day of ____, 2019.

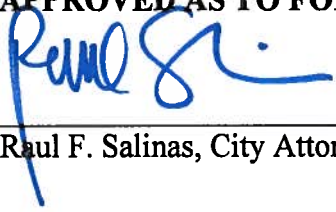
CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

NOV 21 2018

FILED

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

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

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

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

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


Carmen Avales, City Clerk

Publication Date: November 29, 2018

Account Number: 100-701-31-6302

RECEIVED

JAN 16 2019

Item No. 4

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
5:05pm

AGENDA BILL

For the Regular Meeting of: January 22, 2019

Originating Department: Community Development

Department Head:

Joe Perez
Joe Perez

City Manager:

Michael Flad / 184
Michael Flad

SUBJECT: ORDINANCE ADDING NEW SECTION 11.28.030 (TWEEDY BOULEVARD SPECIFIC PLAN) TO THE SOUTH GATE MUNICIPAL CODE; RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 2019-01; AND RESOLUTION APPROVING THE INITIAL STUDY AND NEGATIVE DECLARATION PERTAINING TO THE TWEEDY BOULEVARD SPECIFIC PLAN

PURPOSE: At its regularly scheduled City Council meetings of June 27 and July 11, 2017, the City Council conducted duly noticed public hearings regarding the proposed Tweedy Boulevard Specific Plan (Specific Plan). After receiving public testimony, the City Council continued the item and instructed staff to conduct additional public outreach, obtain further public input and provide analysis on the size, height, density, parking and traffic impacts of potential future development that may occur under the Draft Tweedy Boulevard Specific Plan.

The purpose of the Specific Plan is to revitalize Tweedy Boulevard by providing new mixed-uses, increasing housing opportunities and neighborhood-serving retail uses, and improving access to all modes of transportation.

This proposed Ordinance will add and incorporate the Specific Plan into the City's Municipal Code. The proposed Resolution approves the initial study and negative declaration for the Specific Plan in accordance with the requirements of the California Environmental Quality Act.

Council Member Maria Davila and Council Member Denise Diaz live in close proximity to the project site and should consider recusing themselves from voting on this matter.

RECOMMENDED ACTIONS: Following the conclusion of the public hearing:

- a. Consider the Planning Commission's proposed changes pertaining to Library/Gallery/Museum, Alcohol Sales as Part of a Restaurant, and Antenna/Communications Equipment and provide staff with direction as to which, if any, of the modifications should be made to the final Tweedy Boulevard Specific Plan document;
- b. Waive the reading in full and introduce Ordinance adding new Section 11.28.030 (Tweedy Boulevard Specific Plan), to Chapter 11.28 (Specific Plans), of Title 11 (Zoning), of the South Gate Municipal Code;
- c. Adopt Resolution approving General Plan Amendment No. 2019-01 by adding place types "Light Industrial/Flex and Manufacturing Distribution" to the Tweedy Educational District and changing the residential General Plan designation of a portion of the General Plan area from Neighborhood-Low to Neighborhood Medium; and
- d. Adopt Resolution approving the Initial Study and Negative Declaration, dated April 19, 2017,

pertaining to the Tweedy Boulevard Specific Plan.

FISCAL IMPACT: None.

ALIGNMENT WITH COUNCIL GOALS: The adoption of the Specific Plan supports the following goals established by the City Council:

- The Specific Plan contributes to the **“development and protection of strong and sustainable neighborhoods.”** This is accomplished by preserving and enhancing existing single-family neighborhoods; creating a range of housing opportunities and choices; improving quality of life for residents with improvements to the pedestrian experience in the public realm; promoting sustainable practices and “green streets”; encouraging high-quality design and development; and promoting active transportation and reducing vehicle miles traveled.
- The Specific Plan encourages **“economic development”** by improving the vitality and employment opportunities in the Tweedy Boulevard area; facilitating development, especially residential and retail in a mixed-use setting.
- The Specific Plan supports the goal of **“continuing infrastructure improvements”** by recommending infrastructure upgrades and providing an implementation strategy for the Tweedy Boulevard area.

NOTICING REQUIREMENT: The Notice of Public Hearing was posted and published in *The Los Angeles Wave* newspaper on January 11, 2019. In addition, notices were mailed to property owners and addresses located within the Specific Plan area and property within 1,000 feet of the Specific Plan area.

ANALYSIS: In 2012, the City applied for a State of California Sustainable Communities Planning Grant by the State of California’s Department of Conservation, Division of Land Resource Protection, Strategic Growth Council. The application was submitted to fund and prepare two Specific Plans for the Tweedy Boulevard and the Hollydale Village area to implement the vision created by the recently updated Zoning Ordinance and General Plan. In 2013, the City was awarded a \$570,000 grant by the State and The Arroyo Group was selected to prepare the Tweedy Boulevard and the Hollydale Village Specific Plans.

The implementation of the Specific Plan furthers General Plan policies that promote the establishment of complete, pedestrian-oriented, mixed-use neighborhoods; access to open space; improved and efficient multi-modal connectivity; increased economic development opportunities; and increased housing opportunities. The Specific Plan reflects the General Plan 2035 vision of the plan area.

Specific Plan - Overview

The Specific Plan is a City-initiated Specific Plan to promote long-term change and economic development along Tweedy Boulevard area. Through the use of two mixed-use zones along Tweedy Boulevard, the Specific Plan envisions attracting additional daytime uses and more housing to increase customer base and provide for shopping, dining, offices and cultural opportunities. These mixed-use zones allow for new housing ranging in densities from 20-45 dwelling units per acre and pedestrian retail frontage with ground floor display windows. New in-

fill developments would be required to conform to new design standards up to three to four stories, or 40' to 50' in height, depending upon the location and parcel configuration, with the goal of transforming the area into an urban and active street environment.

The existing, stable, low-density residential neighborhoods in the area located off of Tweedy Boulevard will be preserved as Neighborhood Low Zones. The more dense housing and employment uses along Tweedy Boulevard, Atlantic Avenue and Long Beach Boulevard will foster greater pedestrian activity and will take advantage of existing transit options along these corridors. In addition, the Specific Plan is intended to foster a healthy community by improving the public realm and pedestrian and bicycle linkages to and from Tweedy Boulevard, Atlantic Avenue, South Gate Regional Park, the Los Angeles River, future mixed-use corridors and existing residential neighborhoods.

It should also be noted that the South Gate Municipal Code is maintained and accessed by way of Code Publishing Company, a third party contractor specializing in supporting municipalities with hosting and code updating services. Code Publishing will host the Specific Plan solely by hyper-link browsing and search functions. This practice is a common one that will save the City approximately \$1,800.00 per year; be eco-friendly by reducing paper copies; allow for ease of use for the end user by providing greater accessibility from multiple platforms from conventional desktop computers, tablets and smart phones. Equally as important, this service will provide accessibility, transparency and searchability while preserving intensive graphics including text and table formatting that make up a great deal of the Specific Plan document.

Additional Analysis of Building Heights, Density, Parking and Traffic

To address concerns received from community members at the City Council hearing on July 11, 2017 and subsequent community meeting about the size, height, density and parking and traffic impacts of potential future development that may occur under the Draft Tweedy Boulevard Specific Plan, the City's consultant team analyzed the three following scenarios for the Tweedy Mixed Use 2 (TMU2) Zone to address these concerns.

- Scenario 1: Maintain existing standards in the 2017 Draft Specific Plan, which would allow building heights up to 3 stories (4 stories maximum with density bonus) and density of 30 units/acre (45 units/acre maximum with bonus)
- Scenario 2: Reduce building heights to 3 stories maximum and density to 20 units/acre
- Scenario 3: Modify the building form requirements in the 2017 Draft Specific Plan

The consultant team analyzed these scenarios in terms of their impacts upon the livability and character of the street and neighborhood, economic feasibility for development, potential for revitalizing Tweedy Mile, fiscal impacts to the City, traffic and parking.

Neighborhood Character: While in general the lower-density alternative was lower-scale than the higher-density alternative, site-planning exercises determined that the lower-density projects were likely to be constructed as horizontal mixed-use. Previous horizontal mixed-use projects in the City and around the region tend to follow a pattern of retail along the street, surface parking and taller residential buildings in the rear of sites, adjacent to existing single-family residential.

While higher-density buildings are in general larger overall than lower-density buildings, flexibility in design is greater due to the transition to structured or underground parking that occurs at higher intensities. In reviewing mixed-use projects in communities with similar built forms,

several examples were identified where the relationship of buildings to the main street and to residential neighborhoods was superior, with taller pedestrian-friendly mixed use in the front and a more suburban residential feel in the back. Many of these projects also have public space incorporated into them as a result of city requirements.

There are also higher-density buildings with poor design that makes them feel more imposing and violate the nearby residential context. Strong design standards are very helpful in obtaining a good result.

Economic Feasibility: The consultant team conducted developer pro forma analysis to determine the likelihood that a theoretical property owner could profitably redevelop their site. Development projects along Tweedy Boulevard currently appear to be marginally profitable at best. Similar results were obtained for the 20 du/ac and 45 du/ac alternative, with the 20 du/ac alternative faring slightly better due to having much lower construction costs for parking (surface parking).

These results indicate that:

- a) Development is unlikely to proceed very quickly. It is more likely to happen in a piecemeal form over several economic cycles. In the near to mid-term, cooling property market conditions are likely, and development may need a greater incentive to move forward.
- b) Even with Specific Plan maximums at the higher density, there is still a substantial possibility that lower-density projects will be built.

In reviewing mixed-use projects around the region, very few projects have been built at 20 units/acre, with developers tending to be smaller and less experienced. More experienced developers with more sophisticated and sensitive design teams tend to pursue mixed-use projects in a higher-density setting.

Business Revitalization Potential: The community-expressed that the vision of the Tweedy Boulevard Specific Plan is to restore it as the “Main Street” of South Gate. Key to this vision is commercial revitalization. Higher density development provides more customers who are able to patronize local businesses. This is a large reason why mixed-use development is being pursued on older commercial corridors throughout Southern California.

Fiscal Impact: The fiscal analysis demonstrated that somewhat higher revenues are to be expected from the higher-density alternative.

Traffic: Higher-density development will create more automobile trips than lower-density development. However, it will also encourage a greater share of trips to be completed on foot. Given the economic outlook, short-term impacts may be negligible.

Parking: At either density, developments are required to provide all residential parking on-site. Therefore, the residential density should have no impact on parking availability.

Other Public Benefits: Reducing densities, with or without bonus, to 20 units/acre would eliminate developers’ incentives to provide the public benefits, which give them density bonuses per the City’s Comprehensive Zoning Code. Such benefits include creation of child day care facilities, provision or dedication of public plaza or park, contribution to off-site landscaping, additional public art, green buildings, among others, and programs to reduce rush hour vehicle use, among others.

Recommended Changes to Draft Specific Plan – Modification of Building Forms

As a result of these analyses, and in response to community input, it is recommended that the Draft Specific Plan incorporate Scenario 3 – restricting the building forms to ensure a lower-scale feel at the transition to residential neighborhoods and along Tweedy Boulevard. These proposed changes are designed to provide greater protection, privacy and sunlight to adjacent residential properties, while allowing for an improved transition between zones. The following changes in the building form requirements are included in the attached Draft Specific Plan:

- **Tweedy Mixed Use 1 (TMU-1) Zone - Section 4.4 (C)(1)**
 - The distance requirement for the second (as well as third) floors of new buildings will be increased an additional 10 feet from the required 15 foot setback area next to existing single family residential. This will result in new second and third story buildings being a total of 25 feet from adjacent single family residential properties.
 - The same additional 10 foot buffer will be applied to second (as well as third) story buildings from the required 5 foot setback area next to an alley across from existing single family residential.

- **Tweedy Mixed Use 2 (TMU-2) Zone - Section 4.4 (C)(2)**
 - For shallower sites (i.e. less than 200 feet deep) - Figures 4-3 and 4-4:
 - The maximum building height with bonus will be reduced to three stories with the exception of corner towers.
 - The second and third floors will be stepped back by an additional 10 feet from the building setback line when adjacent or across an alley from existing single family residential (same as TMU1 zone).
 - For deeper sites (i.e. 200 feet or greater) - Figures 4-5 and 4-6:
 - Heights will be limited to two stories in the rear 60 feet of the property after required setback when adjacent to single-family residential.
 - Four-story construction is available only when using a density bonus, requiring amenities listed in the City's Zoning Code.
 - The fourth floor must be stepped back from Tweedy Boulevard by 10 feet, except at corner tower locations, and at least one-third of the Tweedy Boulevard frontage must be three stories or fewer.
 - Density bonus projects must provide publicly accessible open space either in a street side plaza or interior courtyard linked to Tweedy Boulevard.

- **New Renderings** - Included in the revised Draft Specific Plan are renderings and photographic examples to illustrate design guidelines in Figures 4-4 and 4-6. These design guidelines illustrate how the new building envelope standards and existing design guidelines can be applied on sites of different sizes. These renderings serve as a visual guide to developers for what is expected of new development.

- **Building Modulation or Articulation (Commercial and Mixed Uses) - Section 4.11 (A)(2)**
 - Clarified that uninhabitable vertical architectural elements such as towers or spires may exceed the height limit or building envelope when appropriate for context. With a more constricted and defined building envelope being proposed,

uninhabitable architectural elements become more important in creating unique identities for each project. These elements often need to rise above the height of the rest of the building, which may be built to the height limit.

This option of modifying building forms addresses concerns that new buildings will change the character of South Gate, feel out of place and cause issues of privacy and sunlight for residents of adjacent properties. At the same time, this option preserves the 2017 Draft Specific Plan's maximum densities, in order to stimulate the revitalization of businesses on Tweedy Mile, provide greater flexibility in design, provide public space in new developments, attract interest from more experienced developers and retain incentives for public benefits.

Recommended Zoning Change for Light Industrial Properties

Due to recent interest in developing vacant industrial sites surrounding the Legacy High School and the new International Studies Learning Center, three properties having Light Industrial (LI) zoning within the Tweedy Boulevard Specific Plan were evaluated to determine whether a more flexible zoning designation should be assigned to these parcels. Since the Specific Plan development process began, some of the existing industrial uses the zoning category were meant to protect have been abandoned and buildings demolished. The identified sites include a 38,669 SF vacant site at 5268 Wood Avenue; a 86,988 SF vacant site at 10130 Adella Avenue (former Riverton Steel property); and a 47,585 SF site at 10111 Burtis Street.

It is recommended that these properties be zoned Industrial Flex (IF). Section 11.22.060 of the City's Zoning Code states that "The purpose of the Industrial Flex (IF) Zone is to continue the industrial job-base in the area, while allowing flexibility to incorporate a mix of uses and job options, supporting innovative industry and living options in close proximity to transit, existing employment centers, and major corridors." This zoning district is appropriate for two reasons:

- Some industrial activities do remain on these parcels, and this zone allows for those activities to remain and grow if possible.
- Additional flexibility is appropriate in this area. With the construction of the Legacy Visual & Performing Arts and International Studies Learning Center high schools, these sites are mostly surrounded by educational and residential uses and are proximate to the tracks of the future West Santa Ana Branch (WSAB) Metro rail line. Examples of appropriate alternative uses on these sites, which would be allowed under Industrial Flex, may include education-related manufacturing, apprenticeship or arts space; research and development office; creative office; and multi-family residential.

The Zoning Code's development standards would be adjusted downward in order to account for the adjacent single-family residential to both of these sites. Maximum building heights will be 4 stories (5 stories maximum with density bonus) and density will be 40 units/acre (60 units/acre maximum with density bonus).

Building heights will be modulated in the following manner in order to protect privacy, sunlight and residential character of single-family residential neighborhoods:

- Legacy Lane Sites
 - Heights will be limited to three stories in the rear 80 feet of the property. In addition, the third story should be stepped back 10 feet from the rear property line.

- Wood Avenue Site
 - The Zoning Code requires a setback of 10 feet adjacent to single-family residential.
 - Heights will be limited to two stories in the 30 feet adjacent to the single-family residential setback.
 - Since the Wood Avenue Site is also adjacent to the WSAB rail line, there will be a 10 foot setback adjacent to the rail line, which should be planted with trees. This will allow for a buffer from the noise and particulate matter emitted by the future rail line.

BACKGROUND:

Specific Plan Area

Just over three miles in length, Tweedy Boulevard is one of the main commercial corridors in the City. The Specific Plan area is approximately 622 acres in size, and is generally bounded by Indiana Avenue to the north and Michigan Avenue to the south, Alameda Corridor/the City of Los Angeles to the west, and the Los Angeles River to the east. The major cross streets include Long Beach Boulevard, State Street, California Avenue, Otis Street and Atlantic Avenue. South Gate Park, the largest and most-used public park in the City, is located in the eastern section of the Specific Plan area.

Public Participation – Community Workshops

The Specific Plan was prepared with input obtained through a series of community workshops, where residents, business and property owners, and interested parties provided input to the project team on the topics and direction of the Specific Plan to ensure that the Specific Plan expresses the vision, goals and ideas of the community as a whole. The City Council also established an 18 member Steering Committee to provide continuous feedback during the project. The Steering Committee also included members of the Tweedy Mile Association, which represents the interests of the Tweedy Mile business community.

A total of three public workshops and three Steering Committee meetings were held at milestone stages of the project to present findings and solicit input. These workshops and meetings were very productive in discussing key issues, concerns and preferences, and in generating trust for the planning process and community support for the Specific Plan. The first workshop on September 6, 2014, presented the background and purpose, existing conditions, and key opportunities for Tweedy Boulevard, and solicited input from the community on their issues, goals and visions. The second workshop on November 22, 2014, presented the preliminary land use, circulation and urban design plan, and gathered input on the overall land use, design and mobility concepts. The third workshop on December 14, 2016, presented and obtained feedback on the Public Review Draft Specific Plan. Spanish language translation was provided at all community events. Presentations to the City Council and Planning Commission were also made during the development of the Specific Plan.

Public Participation – August 17, 2017 Community Meeting

In addition to three Community Workshops as described above, staff also conducted an independent informational Community Meeting on August 17, 2017, residents, business owners and property owners within 600 feet of the Specific Plan boundaries were invited to the South Gate Municipal Auditorium for presentations by the Community Development Department and the

Public Works Department. Presentations highlighted new and upcoming commercial and residential development, policy documents in progress including the Tweedy Boulevard Specific Plan and the Gateway Specific Plan and public right-of-way vehicular and pedestrian oriented improvements and enhancements.

Planning Commission Review and Public Hearings

The Planning Commission received an informational presentation on the draft Specific Plan at its December 20, 2017, meeting. On May 2, 2017, the Planning Commission conducted a public hearing on the Specific Plan and adopted Resolution No. 2017-02 (attached), recommending that the City Council add the Specific Plan to the South Gate Municipal Code. In addition, the Planning Commission recommended that the following changes be made to the Specific Plan:

1. Library/Gallery/Museum (Page 35, Table 4-2) – The Commission unanimously recommended that the table of land uses be modified to show “A-P” (Subject to the review and approval of an Administrative Permit Review) for Library/Gallery/Museum, instead of requiring a CUP. The reason for eliminating this requirement is to relax costly barriers of entry and encourage pedestrian oriented development that supports other ancillary pedestrian uses.
2. Alcohol Sales as Part of a Restaurant (Page 37, Table 4-2) – The Commission unanimously recommended deletion of the language requiring that restaurants serving alcohol be at least 100 feet away from a residential zone. The reason for eliminating this requirement is that it is more restrictive than the separation requirements for restaurants contained in the City’s Zoning Code and would make it prohibitive for this use to occur along mixed-use zones due to their close proximity to residential zones.
3. Antenna/Communications Equipment (Page 36, Table 4-2) – The Commission unanimously recommended that the table of land uses be modified to show “A-U” (Permitted as a secondary use in conjunction with a primary use.) in addition to the CUP requirements for Antenna/Communications Equipment. The reason is to ensure that such proposals are limited as an accessory or secondary use and not a primary use for properties within the Specific Plan area.

It is recommended that City Council consider the Planning Commission’s proposed changes and provide direction as to which, if any, of the modifications should be made to the final Specific Plan document.

Zoning Code Amendment

The proposed Ordinance incorporates the Specific Plan into the City’s Zoning Code (Title 11). The Zoning Map already identifies the Specific Plan area and the new Specific Plan will effectively become the new set of zoning regulations that provide specific direction as to the type and intensity of uses permitted. The Specific Plan also defines new types of design criteria including building form, height, and parking standards for the plan area.

Amendment to the General Plan 2035

The General Plan 2035 called for the creation of a Specific Plan for the Tweedy area as specified in Action CD 6 of the Community Design Element. The implementation of the Specific Plan furthers General Plan policies that promote the establishment of complete, pedestrian-oriented,

mixed-use neighborhoods; access to open space; improved and efficient multi-modal connectivity, increased economic development opportunities and increased housing opportunities. The Specific Plan reflects the General Plan 2035 vision of the plan area.

Notwithstanding that, there are two provisions of the Specific Plan that are currently inconsistent with two provisions of the General Plan 2035. The first concerns zoning in the portion of the Specific Plan area east of Atlantic Avenue. That area is within the “Tweedy Educational District” identified in the General Plan 2035. Pursuant to the General Plan 2035, the only permissible land uses in that area are “Neighborhood Medium-High”, “Boulevard Medium-High”, “Civic/Institutional” and “Open Space”. When the General Plan 2035 was enacted in 2009, it was believed that the entire area would be redeveloped for educational and related uses. While much of the area within the Tweedy Educational District has been redeveloped as the Legacy High School Complex, other portions of that area continue to be used for light industrial and light manufacturing uses, as they have been for decades.

During the community workshops and public hearings mentioned above, it became apparent that the community was concerned that the existing light industrial and light manufacturing businesses in this area – which provide high-paying jobs for many City residents – might be forced to relocate if some accommodation were not made. Accordingly, the Specific Plan contemplates that a portion of that same area will be zoned to permit these “Industrial Flex (IF)” and “Light Manufacturing (M2)” uses. However, because those uses are specifically prohibited in those locations under the General Plan 2035, the Planning Commission recommended amending the General Plan 2035 to also allow those uses in the Tweedy Educational District. The proposed zoning enables established manufacturing businesses to continue operating in a legal and conforming manner. The proposed zoning also allows the same businesses to expand should the opportunity present itself in the future.

To ensure consistency between the Specific Plan and the General Plan 2035, it is recommended that the City Council adopt the proposed Resolution amending the General Plan 2035 and approving General Plan Amendment 2019-01 to expand the uses permitted in the Tweedy Educational District to introduce two additional place types, “Light Industrial/Flex” and “Manufacturing/Distribution.”

The second area of inconsistency with the General Plan 2035 concerns existing uses within the area generally bounded by Deeble Street and San Vicente Avenue, north of the parcels fronting Tweedy Boulevard and south of the Specific Plan boundary, these of consist of primarily multi-family uses. The Specific Plan zoning continues to permit these uses with the Neighborhood Medium zoning designation to preserve the prevailing legal and conforming status for these properties. However, according to General Plan 2035, these parcels are designated Neighborhood-Low, which does not permit multi-family uses.

To ensure consistency between the Specific Plan zoning and the General Plan 2035 Community Design Element, the Planning Commission recommends concurrently updating the General Plan to ensure consistency between the General and Specific Plans by changing the General Plan’s land use designation for these parcels to Neighborhood-Medium, which is also included in the proposed Resolution.

Environmental Review

In accordance with the requirements of California Environmental Quality Act (“CEQA”) Sections

21000 through 21177 of the California Public Resources Code, and Sections 15000 through 15387 of the California Code of Regulations Title 14 ("CEQA Guidelines"), a Notice of Intent to Adopt ("NOIA") a Negative Declaration was filed for the Project with the County of Los Angeles County Clerk's office on April 19, 2017. The Specific Plan furthers the General Plan's land use and development policies for the Planning Area governed by the Specific Plan. As part of the General Plan's preparation, a comprehensive Environmental Impact Report (EIR) was prepared. The City determined that the environmental review related to the Specific Plan's adoption and subsequent implementation could "tier" upon the General Plan's EIR. For this reason, the City further determined that a Negative Declaration is the most appropriate CEQA document for the Specific Plan. Because of the evidence that the adoption and implementation of the Tweedy Boulevard Specific Plan would have no significant effects on the environment, adoption of the Initial Study/Negative Declaration (IS/ND) is recommended. The initial study and proposed negative declaration was available for public review at the Community Development Department, 8650 California Avenue; Weaver Library, 4035 Tweedy Blvd; and Hollydale Library, 12000 Garfield Ave. The City received comments on the negative declaration through May 8, 2017. The Negative Declaration assembles in one document all of the environmental information and analysis prepared for the Specific Plan. The required CEQA findings are included in the Negative Declaration and in the attached Resolution.

ATTACHMENTS:

- A. Proposed Ordinance with Tweedy Boulevard Specific Plan
(available for review in the City Clerk's Office)
- B. Proposed Resolution amending the General Plan 2035
- C. Proposed Resolution approving Initial Study & Negative
Declaration, Dated April 19, 2017 (available for review in the
City Clerk's Office)
- D. Planning Commission Resolution 2017-02
- E. Public Hearing Notice

ORDINANCE NO. _____

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE, CALIFORNIA, ADDING NEW SECTION
11.28.030 (TWEEDY BOULEVARD SPECIFIC PLAN), TO
CHAPTER 11.28 (SPECIFIC PLANS), OF TITLE 11
(ZONING), OF THE SOUTH GATE MUNICIPAL CODE**

WHEREAS, on December 8, 2009, the City Council adopted Resolution No. 7345 certifying the environmental impact report for the General Plan update 2035 and adopting General Plan 2035 (except the Housing Element) that set the course for land use and development for the City; and

WHEREAS, General Plan 2035 designates Tweedy Boulevard as a Corridor within the City; and

WHEREAS, General Plan 2035 Community Design Element calls for the “Revitalization of the City’s corridors into beautiful and welcoming spaces”; and

WHEREAS, General Plan 2035 Community Design Element calls for the “Revitalization, redevelopment and intensification of the City’s Districts”; and

WHEREAS, the Tweedy Boulevard Specific Plan (“Specific Plan”) was prepared in response to all of the foregoing and to specifically address the goals, policies, and implementation measures set forth in General Plan 2035 relative to the above-referenced Tweedy Boulevard district area and corridors; and

WHEREAS, the Specific Plan includes development criteria specific to the Specific Plan area which implement and are consistent with the policies of General Plan 2035; and

WHEREAS, the Specific Plan includes zoning designations and maps that are specific to the planning area and will enable implementation of the Specific Plan consistent with the direction in the General Plan 2035; and

WHEREAS, is necessary to amend Title 11 (Zoning) of the Municipal Code to acknowledge and provide reference to the requirements and provisions contained in and amended by the Specific Plan; and

WHEREAS, the proposed Specific Plan was duly published and on the agenda for discussion and public hearing before the Planning Commission on May 2, 2017; and

WHEREAS, at the conclusion of the public hearing held at the meeting of the Planning Commission on May 2, 2017, the Planning Commission adopted Resolution No. 2017-02 recommending that the City Council approve the amendment to the South Gate Zoning Code as set forth in this Ordinance; and

WHEREAS, on June 27, 2017 and on July 11, 2017 the City Council opened the public hearing, took public testimony and continued the item and instructed staff to conduct additional public outreach, obtain further public input and provide analysis on the size, height, density and parking and traffic impacts of potential future development that may occur under the Draft Tweedy Boulevard Specific Plan.; and

WHEREAS, on January 22, 2019, the City Council held a duly noticed public hearing to take public testimony and consider introducing this Ordinance; and

WHEREAS, during the regularly scheduled City Council meeting of January 22, 2019, the City Council adopted Resolution No. ____ approving General Plan Amendment No. 2019-01 making the Specific Plan consistent with the provisions of the General Plan 2035; and

WHEREAS, the adoption of the Specific Plan and proposed amendments to Title 11 (Zoning) of the Municipal Code are necessary to implement the General Plan’s vision;

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

SECTION 1. The City Council hereby approves and adopts General Plan Amendment 2019-01, which amends the City’s General Plan in the following two respects:

The uses permitted in the Tweedy Educational District are hereby expanded to include “Light Industrial/Flex” and “Manufacturing/Distribution”, as those terms are defined in the Specific Plan and in the locations designated in the Specific Plan; and

The existing uses within the area generally bounded by Deeble Street and San Vicente Avenue, north of the parcels fronting Tweedy Boulevard and south of the Specific Plan boundary are primarily multifamily uses. The Specific Plan zoning continues to permit these uses with a Neighborhood Medium zoning designation. Per the City’s General Plan 2035, these parcels are designated Neighborhood-Low, which does not permit multifamily uses. In order to ensure consistency between the Specific Plan zoning and the General Plan 2035 Community Design Element, the latter document is being updated concurrently to ensure consistency between the two documents by changing the land use designation for these parcels to Neighborhood-Medium.

SECTION 2. The adoption of the Specific Plan, attached hereto as Exhibit “A”, will be consistent with the goals and objectives of the adopted South Gate General Plan 2035. Specifically, the City Council finds that the proposed addition and amendment is consistent with Implementation Action 6 of the Community Design Element, which states “Specific Plans should be developed for the identified Districts and Corridors within the City.”

SECTION 3. Because of the evidence that the adoption and implementation of the Specific Plan would have no significant effects on the environment, the City Council has adopted an Initial Study & Negative Declaration, dated April 19, 2017, relative to the Specific Plan, prepared in accordance with the requirements of the California Environmental Quality Act.

SECTION 4. Section 11.28.030 (Tweedy Boulevard Specific Plan), is hereby added to Chapter 11.28 (Specific Plans), of Title 11 (Zoning), of the South Gate Municipal Code to read as follows:

Section 11.28.030 Tweedy Boulevard Specific Plan.

There is hereby adopted by reference that document known as the Tweedy Boulevard Specific Plan, which shall be that document contained in **Exhibit "A"** of Ordinance No. ____ adopted by the City Council of the City of South Gate on ____, 2019.

The full text of the Tweedy Boulevard Specific Plan is available in the City Clerk's office and can also be accessible through the following link: [Tweedy Boulevard Specific Plan](#).

SECTION 5. If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED this ____ day of ____, 2019.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

DRAFT
APPROVED AS TO FORM

Raul F. Salinas, City Attorney

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH GATE, CALIFORNIA,
APPROVING GENERAL PLAN AMENDMENT NO. 2017-01
BY ADDING PLACE TYPES “LIGHT INDUSTRIAL/FLEX”
AND MANUFACTURING DISTRIBUTION” TO THE
TWEEDY EDUCATIONAL DISTRICT AND CHANGING
THE RESIDENTIAL GENERAL PLAN DESIGNATION OF
A PORTION OF THE GENERAL PLAN AREA FROM
NEIGHBORHOOD-LOW TO NEIGHBORHOOD-MEDIUM**

WHEREAS, on December 8, 2009, the City Council adopted Resolution No. 7345 certifying the environmental impact report for the South Gate General Plan update 2035 and adopting South Gate General Plan 2035 (except the Housing Element) that set the course for land use and development for the City; and

WHEREAS, South Gate General Plan 2035 designates Tweedy Boulevard as a Corridor within the City; and

WHEREAS, South Gate General Plan 2035 Community Design Element calls for the “Revitalization of the City’s corridors into beautiful and welcoming spaces”; and

WHEREAS, South Gate General Plan 2035 Community Design Element calls for the “Revitalization, redevelopment and intensification of the City’s Districts”; and

WHEREAS, the Tweedy Boulevard Specific Plan (“Specific Plan”) was prepared in response to all of the foregoing and to specifically address the goals, policies, and implementation measures set forth in South Gate General Plan 2035 relative to the above-referenced Tweedy Boulevard district area and corridors; and

WHEREAS, the proposed General Plan Amendment is necessary to ensure conformity between the General Plan and the Tweedy Boulevard Specific Plan; and

WHEREAS, the City Council has carefully considered all of the following: the Negative Declaration; the public comments received relative thereto; the maps, facts, exhibits, testimony, staff reports, and other evidence contained or referenced therein or submitted in connection therewith; and the substantial evidence in the record pertaining to all of the foregoing; and

WHEREAS, on June 27, 2017, and on July 11, 2017, the City Council opened the duly noticed public hearing, took public testimony and continued the item and instructed staff to conduct additional public outreach, obtain further public input and provide analysis on the size, height, density, parking and traffic impacts of potential future development that may occur under the proposed Tweedy Boulevard Specific Plan; and

WHEREAS, the adoption of the General Plan Amendment is necessary to implement the Tweedy Boulevard Specific Plan;

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

SECTION 1. The above recitals are all true and correct and incorporated herein by this reference.

SECTION 2. For the reasons specified in more detail in the Negative Declaration, dated April 19, 2017, the City Council finds that there is no substantial evidence in the record before it that the adoption or implementation of General Plan Amendment No. 2019-01 will have a significant event on the environment.

SECTION 3. Although the Negative Declaration was prepared by a third-party consultant at the City’s request, the City Council hereby finds that the Negative Declaration reflects the City Council’s independent judgment and analysis, based on the City Council’s independent review of the Negative Declaration and the comments, maps, facts, exhibits, testimony, staff reports and other evidence referenced above.

SECTION 4. The Tweedy Educational District section of Table CD 7: Allowable Place Types by District under the Community Design Element, Chapter 3, of South Gate General Plan 2035 is hereby amended to read as follows:

The uses permitted in the Tweedy Educational District are hereby expanded to include “Light Industrial/Flex” and “Manufacturing/Distribution”, as those terms are defined in the Specific Plan and in the locations designated in the Specific Plan:

Table CD 7: Allowable Place Types by District		
	Place Types	
	Light Industrial/Flex	Manufacturing Distribution
Tweedy Educational District	●	●

SECTION 5. The map as Figure CD 3 labeled as Neighborhoods under the Community Design Element, Chapter 3, of South Gate General Plan 2035 is hereby amended as follows:

The existing uses within the area generally bounded by Deeble Street and San Vicente Avenue, north of the parcels fronting Tweedy Boulevard and south of the Specific Plan boundary are primarily multifamily uses. The Specific Plan zoning continues to permit these uses with a Neighborhood Medium zoning designation. Per the City’s General Plan 2035, these parcels are designated Neighborhood-Low, which does not permit multifamily uses. In order to ensure consistency between the Specific Plan zoning and the General Plan 2035 Community Design Element, the latter document is being updated concurrently to ensure consistency between the two documents by changing the land use designation for these parcels to Neighborhood-Medium.

SECTION 6. The City Manager, the Director of Community Development, and their designees are hereby authorized and directed to file with the County of Los Angeles a Notice of Determination relative to the foregoing adoption of the Negative Declaration, in accordance with the provisions of CEQA.

SECTION 7. The City Manager, the Director of Community Development, and their designees are hereby authorized and directed to take all other actions which they deem necessary or appropriate to implement and enforce the purposes of this Resolution.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this ___ day of ___, 2019.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

DRAFT
APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH GATE, CALIFORNIA,
APPROVING THE INITIAL STUDY & NEGATIVE
DECLARATION, DATED APRIL 19, 2017, PERTAINING TO
THE TWEEDY BOULEVARD SPECIFIC PLAN**

WHEREAS, the City is considering the adoption of the Tweedy Boulevard Specific Plan, consistent with the goals, policies and implementation measures set forth in the City's General Plan; and

WHEREAS, the proposed adoption of the Tweedy Boulevard Specific Plan ("Specific Plan") is a "Project" under the California Environmental Quality Act ("CEQA") which requires the City to evaluate and consider the effects on the environment of the City's adoption and implementation of that Specific Plan; and

WHEREAS, in accordance with CEQA, the City commissioned the preparation of an Initial Study to determine whether or not an Environmental Impact Report needed to be prepared relative to the Tweedy Boulevard Specific Plan; and

WHEREAS, the Initial Study revealed that the City's adoption and implementation of the Specific Plan would have no significant effects on the environment; and

WHEREAS, for that reason the City caused to be prepared a combined Initial Study & Negative Declaration ("Negative Declaration") pursuant to the requirements of CEQA; and

WHEREAS, the Negative Declaration was available for public review for the period required by CEQA, through and including May 8, 2017, at the following locations: the City's Community Development Department, 8650 California Avenue; Weaver Library, 4035 Tweedy Blvd; and Hollydale Library, 12000 Garfield Avenue; and

WHEREAS, the City Council has carefully considered all of the following: the Negative Declaration; the public comments received relative thereto; the maps, facts, exhibits, testimony, staff reports, and other evidence contained or referenced therein or submitted in connection therewith; and the substantial evidence in the record pertaining to all of the foregoing;

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

SECTION 1. The above recitals are all true and correct and incorporated herein by this reference.

SECTION 2. For the reasons specified in more detail in the Negative Declaration, dated April 19, 2017, the City Council finds that there is no substantial evidence in the record before it that the adoption or implementation of the Specific Plan will have a significant event on the environment.

SECTION 3. Although the Negative Declaration was prepared by a third-party consultant at the City's request, the City Council finds that the Negative Declaration reflects the City Council's independent judgment and analysis, based on the City Council's independent review of the Negative Declaration and the comments, maps, facts, exhibits, testimony, staff reports and other evidence referenced above.

SECTION 4. In light of all of the foregoing, the City Council hereby adopts the Negative Declaration.

SECTION 5. The City Manager, the Director of Community Development, and their designees are hereby authorized and directed to file with the County of Los Angeles a Notice of Determination relative to the foregoing adoption of the Negative Declaration, in accordance with the provisions of CEQA.

SECTION 6. The City Manager, the Director of Community Development, and their designees are hereby authorized and directed to take all other actions which they deem necessary or appropriate to implement and enforce the purposes of this Resolution.

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 ___ day of ___, 2019.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

DRAFT
APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

RESOLUTION NO. 2017-02

**A RESOLUTION OF THE PLANNING COMMISSION
RECOMMENDING THAT THE SOUTH GATE CITY
COUNCIL ADOPT GENRAL PLAN AMENDMENT
NO. 2017-01 ADDING PLACE TYPES "LIGHT
INDUSTRIAL/FLEX" AND MANUFACTURING
/DISTRIBUTION" TO THE TWEEDY EDUCATIONAL
DISTRICT AND CHANGING THE RESIDENTIAL
ZONING OF A PORTION OF THE SPECIFIC PLAN
AREA FROM NEIGHBORHOOD-LOW TO
NEIGHBORHOOD-MEDIUM, AND AN ORDINANCE
AMENDING TITLE 11 (ZONING), BY ADDING
LANGUAGE THAT ADDS THE TWEEDY
BOULEVARD SPECIFIC PLAN**

WHEREAS, the Department of Community Development received instruction from the City Council to prepare a draft specific plan for Tweedy Boulevard with corresponding staff report and Planning Commission Resolution and present it to the Planning Commission; and

WHEREAS, the Planning Commission, upon giving the required notice, did on the 4th day of April and the 2nd day of May, 2017, conduct a duly advertised public hearing as required by law; notice of the hearing was published in the South Gate Press Newspaper on March 23 and April 20, 2017;

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

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

1. In 2012, the City applied for a State of California Sustainable Communities Planning Grant by the State of California's Department of Conservation, Division of Land Resources Protection, Strategic Growth Council. The application was submitted to fund and prepare a Specific Plan for Tweedy Boulevard ("Specific Plan") to implement the vision created by the recently updated Zoning Ordinance and General Plan.
2. In 2013, the City was awarded a \$570,000 State of California Sustainable Planning Grant by the Strategic Growth Council and the Arroyo Group was selected to prepare the Tweedy Boulevard and Hollydale Village Specific Plans.
3. The proposed Specific Plan adoption are necessary to implement the vision created by the recently updated Zoning Ordinance and General Plan.
4. The proposed General Plan amendment is necessary to ensure conformity between the General Plan and the Specific Plan
5. Notice for the Planning Commission hearing was published in the South Gate Press Newspaper on March 23 and April 20, 2017.

WHEREAS, the City Planning Commission made the following findings:

1. The public health, safety and welfare would not be adversely affected by approval of the proposed specific plan since the plan would be consistent with Action CD 6 of the Community Design Element of the General Plan and the requirements specified in state law.
2. The Specific Plan would not be detrimental to surrounding properties, since the proposed implementation of the Specific Plan furthers General Plan policies that promote the establishment of complete, pedestrian-oriented, mixed-use neighborhoods; access to open space; improved and efficient multi-modal connectivity, increased economic development opportunities and increased housing opportunities.
3. General Plan Amendment 2017-01 will introduce two additional place types, “Light Industrial/Flex” and “Manufacturing/Distribution”, as permitted uses in the Tweedy Educational District, and changes the zoning designation of a small portion of the Specific Plan area from “Residential-Low” to “Residential-Medium”.
4. With the approval of General Plan Amendment 2017-01, the proposed Tweedy Boulevard Specific Plan will be consistent with the provisions of the General Plan.
5. Because of the evidence that the adoption and implementation of the Specific Plan will have no significant effects on the environment, this report recommends adoption of the Initial Study/ Negative Declaration (IS/ND). The initial study and proposed negative declaration is available for public review at the Community Development Department, 8650 California Avenue; Weaver Library, 4035 Tweedy Blvd; and Hollydale Library, 12000 Garfield Ave.

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


1. Adopt the Negative Declaration and direct staff to file a Notice of Determination.
2. Adopt the Tweedy Boulevard Specific Plan with the following amendments:
 - a. Library/Gallery/Museum (Page 35, Table 4-2) – The Commission unanimously recommended that the table of land uses be modified to show “A-P” (Subject to the review and approval of an Administrative Permit Review) for Library/Gallery/Museum, instead of requiring a CUP.
 - b. Alcohol Sales as Part of a Restaurant (Page 37, Table 4-2) – The Commission unanimously recommended deletion of the language requiring that restaurants serving alcohol be at least 100 feet away from a residential zone.
 - c. Antenna/Communications Equipment (Page 36, Table 4-2) – The Commission unanimously recommended that the table of land uses be modified to show “A-U” (Permitted as a secondary use in conjunction with a primary use.) in addition to the CUP requirements for Antenna/Communications Equipment.
3. Adopt General Plan Amendment No. 2017-01

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

This Resolution was adopted by the following vote at the Planning Commission meeting of May 2, 2017.


AYES: Chairperson Masushige, Commissioner Hurtado
NOES: Commissioner Guevara
ABSENT: ^{None} Commissioner Delgado, Commissioner Velasquez
NOT VOTING: None

APPROVED and **ADOPTED** this second day of May 2017.



Joe Perez
Secretary
City Planning Commission

APPROVED:



Sylvia Masushige
Chairperson, City Planning Commission

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a public hearing to consider approval of an Ordinance adopting the Tweedy Boulevard Specific Plan and adding it to the South Gate Municipal Code.

DATE OF HEARING: Tuesday, January 22, 2019
TIME OF HEARING: 6:30 p.m.
LOCATION OF HEARING: City Hall Council Chamber, City of South Gate
8650 California Avenue South Gate, California

PROJECT LOCATION: Tweedy Boulevard, South Gate, CA

PROJECT DESCRIPTION: The City of South Gate has prepared a Public Hearing Draft Tweedy Boulevard Specific Plan, which includes changes to the zoning regulations code text, land use permissions and new design guidelines and standards. The Draft Tweedy Boulevard Specific Plan implements the General Plan 2035, however, in order to ensure consistency between the Specific Plan zoning and the General Plan 2035 Community Design Element, the latter document is being updated concurrently to ensure consistency between the two documents.

The focus of the Specific Plan is to revitalize Tweedy Boulevard by providing new mixed-uses, increasing housing opportunities and neighborhood-serving retail uses, and improving access to all modes of transportation.

Please note that the Specific Plan:

1. Does not include Eminent Domain and the taking of private properties for public or private use.
2. Does not include any specific development project.
3. Does not include the elimination of traffic lanes.
4. Does not include new or additional taxes.

All maps, environmental information, and other data pertinent to the proposed Plan are filed in the Community Development Department and will be available for your review prior to the public hearing. These are also available on the city's website: <http://tweedy.arroyogroup.com/>

ENVIRONMENTAL REVIEW: The City of South Gate is recommending adoption of the Initial Study/ Negative Declaration (IS/ND).

INVITATION TO BE HEARD: All interested persons are invited to the public hearing to be heard in favor of or in opposition to the action 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: Alvie Betancourt, Senior Planner
Phone: 323-563-9526
E-mail: abetancourt@sogate.org
Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

ESPAÑOL

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

RECEIVED

JAN 10 2019

Item No. 5

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:40pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: January 22, 2019

Originating Department: Community Development

Department Director:

Joe Perez
Joe Pérez

City Manager:

Michael Flad
Michael Flad

SUBJECT: COMPLIANCE REVIEW OF LIVE ENTERTAINMENT PERMIT – BUSINESS OWNED PERMIT FOR BUENA MESA RESTAURANT LOCATED AT 5861 FIRESTONE BOULEVARD

PURPOSE: At its regularly scheduled City Council meeting of May 22, 2018, the City Council approved a Live Entertainment Permit for Buena Mesa Restaurant at 5861 Firestone Boulevard. As part of the approval, the City Council required a six-month and one year review to ensure compliance with all conditions of approval and applicable sections of the City’s Municipal Code. This item is the six-month review.

RECOMMENDED ACTION: Following the conclusion of a Public Hearing, conduct a six-month compliance review of the Live Entertainment Permit for Buena Mesa restaurant, located at 5861 Firestone Boulevard.

NOTICING PROCEDURES: A public hearing notice was duly published in the *Los Angeles WAVE*, a newspaper of general circulation, on January 11, 2019. Notices were mailed to owners of properties and all addresses located within 1,000 feet of the business.

FISCAL IMPACT: No fiscal impact.

ANALYSIS: This item was continued from the regularly scheduled City Council meeting of January 8, 2019. The Live Entertainment Permit for the Buena Mesa restaurant requires that a compliance review be conducted by the City Council within six-months of the applicant receiving a certificate of occupancy. The applicant received their certificate of occupancy on June 26, 2018, and this compliance evaluation is on this agenda for City Council review.

The compliance report consists of a review of the Conditions of Approval for the Live Entertainment Permit for the Buena Mesa restaurant; an inspection of the Buena Mesa restaurant at 5861 Firestone Boulevard; a review by the Code Enforcement and Building & Safety Divisions for any possible code violations; a review by the South Gate Police Department of the calls for service history for the six months; and a check with the State Department of Alcoholic Beverage Control (ABC) on any possible operational issues.

Building and Site Improvements

The site inspection confirmed that all required site and property improvements were completed. These include security cameras covering the parking lot and perimeter of business and posted signage identifying a zero tolerance policy for nuisance behavior at the premises.

Operations

The site inspection confirmed that two security guards are on duty when live entertainment takes place.

Department of Alcoholic Beverage Control

The State Department of Alcoholic and Beverage Control reported that there are no operational violations related to the sale of beer and wine.

Code Enforcement

The Code Enforcement Division does not have any open case on the property and there are no outstanding code violations.

Building & Safety Division

Two banners were installed without permits and an outdoor canopy structure was erected in the restaurant's patio area. The business owner was informed that permits need to be obtained for these items. As of yet, permits have not been obtained by the business owner.

Police Department

The Police Department reviewed the calls for service history for the past six months and has provided the following record of incidents related to illegal activity in and around the business:

1. 09/23/18 (4:40 PM) Complaint from Downey residents (across from the flood control channel) of loud music being played at the restaurant. Officers contacted the employees and asked them to lower the music.
2. 10/4/18 (9:57 PM) Complaint from restaurant staff that a transient was causing a disturbance in the parking lot. Disturbing party left prior to officers arriving.

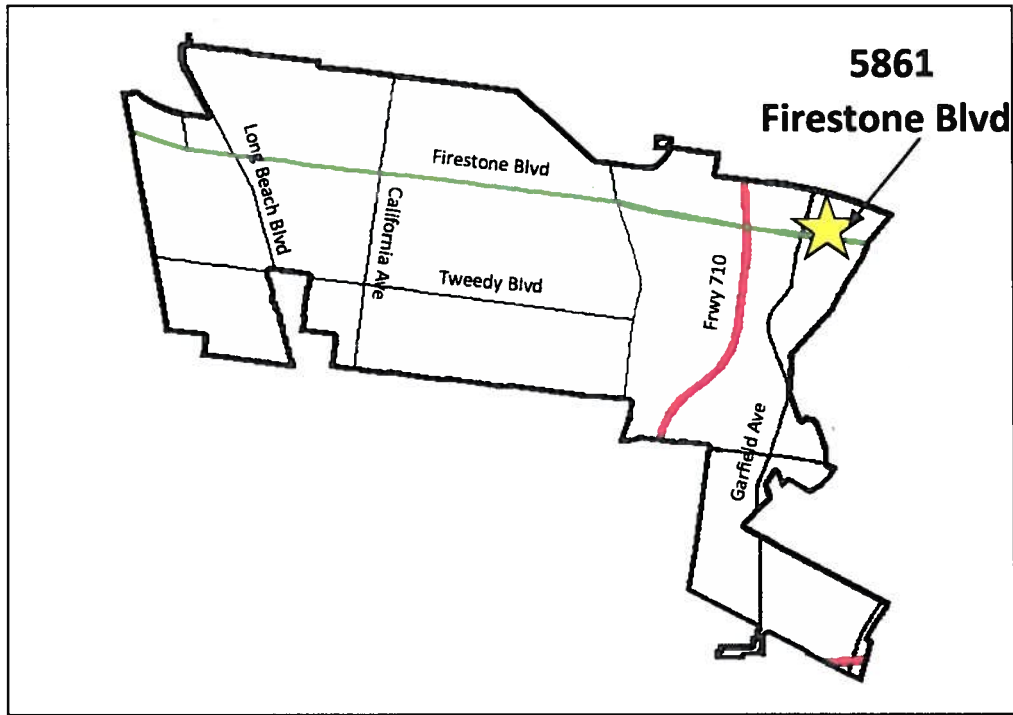
BACKGROUND: At its regularly scheduled City Council meeting of May 22, 2018, the City Council approved a Live Entertainment Permit for Buena Mesa Restaurant at 5861 Firestone Boulevard with 25 Conditions of Approval. Condition of Approval No. 24 requires that, within six-months of the applicant receiving their certificate of occupancy, a review be conducted by the City Council to verify compliance with all Conditions of Approval and applicable sections of the City's Municipal Code. Condition of Approval No. 24 also states that, at the time of the six-month review, the City Council may consider, among other actions, modifying the Conditions of Approval.

Buena Mesa's live entertainment permit allows them to provide amplified trio, mariachi, bands (banda), disk jockey (DJs), live performers (e.g. salsa dancers) and karaoke. The permitted hours of operation for live entertainment on the premises are as follows:

- a. Monday to Wednesday: 11 a.m. – 10 p.m.
- b. Thursday: 11 a.m. – 12 a.m.
- c. Friday to Saturday: 11 a.m. – 1 a.m.
- d. Sunday: 11 a.m. – 11 p.m.

- ATTACHMENTS:**
- A. Location Map
 - B. Conditions of Approval
 - C. Agenda Bill dated May 22, 2018
 - D. Public Hearing Notice

Location and Aerial Map
5861 Firestone Blvd



**LIVE ENTERTAINMENT – BUSINESS OWNED PERMIT
CONDITIONS OF APPROVAL
Buena Mesa Restaurant - 5861 Firestone Boulevard**

1. The permitted hours of operation for live entertainment on the premises are as follows:
 - a. Monday to Wednesday: 11 a.m. – 10 p.m.
 - b. Thursday: 11 a.m. – 12 a.m.
 - c. Friday to Saturday: 11 a.m. – 1 a.m.
 - d. Sunday: 11 a.m. – 11 p.m.
2. The live entertainment would include the following: amplified trio, mariachi, bands (banda), disk jockey (DJs), live performers (e.g. salsa dancers) and karaoke.
3. The business owner/applicant shall maintain all entrance and exit doors at the business closed during the hours of operation.
4. The door located on the south portion of the building, adjacent to the parking lot, shall only be used for emergency exiting during the operation of live entertainment.
5. The applicant shall provide a minimum of two (2) on-site security guards during business operations up to and including closing time (i.e. 2am).
6. The business owner/applicant shall ensure that customers not gather in the adjoining parking lot of the business.
7. Security cameras shall be installed covering the parking lot and perimeter of business. The number and placement of cameras shall be subject to the approval of the South Gate Police Department.
8. All promotions of the business shall be conducted under the direct control of the business owner. There shall be no outside promotions of live entertainment at any time.
9. The premises shall be maintained at all times in a neat and orderly manner.
10. Building and site design and maintenance shall be consistent with the standards of the immediate neighborhood so as not to cause blight or deterioration, or to substantially diminish or impair property values within the neighborhood.
11. The permit shall, after notice to the permittee and an opportunity to be heard, be subject to additional conditions to maintain or remedy land use compatibility, security, or crime control issues that have arisen since the issuance of the permit.
12. Noise generated from the business shall comply with the South Gate Municipal Code Section 11.34.080. In any case, noise shall not exceed 50dBA, measured at the property line. If noise-related problems are received and verified by the City, the owner/applicant is required to

conduct a noise study by a licensed acoustical engineer to show that the site complies with the City's Noise standards. If the business exceeds the City's noise standards, the owner/applicant shall mitigate noise related problems to the satisfaction of the City.

13. The parking lot shall be equipped with lighting of sufficient power to illuminate and make easily discernable the appearance and conduct of all persons on or about the parking lot. However, parking lot lighting shall be shielded, directed, and/or positioned as to not illuminate adjoining properties or public right-of-ways, in particular Firestone Boulevard.
14. Prior to operating live entertainment, the owner/applicant shall obtain any and all required permits and approvals from the Business License Division for this Live Entertainment Permit.
15. Signs shall be posted at all entrances of the premises and business identifying a zero-tolerance policy for nuisance behavior at the premises (including parking lot).
16. A copy of the Live Entertainment Permit and any other Business Licenses shall be prominently posted on the premises at all times. The applicant shall make available said copies upon request by any Police Officer, Code Enforcement Officer or any other City staff responsible for the enforcement of the City's laws, regulations or ordinances.
17. The owner/applicant and licensee shall remove or paint over any graffiti painted or marked upon the premises or an adjacent area (including parking lot) under control of the licensee, within twenty-four (24) hours.
18. Within thirty (30) days of approval of the permit, the Applicant and Property Owner shall certify his/her acceptance of the conditions placed on the approval by signing a notarized "Affidavit of Acceptance" stating that he/she accepts and shall be bound by all of the conditions.
19. The Applicant shall defend, hold harmless and indemnify the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval by the City concerning the live entertainment permit. The City shall promptly notify the Applicant of any filed claim, action or proceeding and shall cooperate fully in the defense of the action.
20. Applicant shall agree to maintain the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicants sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and the removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in healthy condition and replacement of diseased or dead plant material with new material at an age similar to the material being replaced; (iii) maintenance of all irrigation systems in

properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, the end result being that such paving shall at all times be kept in a level and smooth condition.

21. The permittee shall comply with all state statutes, rules and regulations relating to the sale, purchase, display, possession and consumption of alcoholic beverages. Alcoholic beverages will only be served to patrons with valid government issued identification that includes name, picture and date of birth. All employees serving alcohol to the public must have completed "Responsible Beverage Service" (RBS) training prior to their first day of work.
22. The permittee shall comply with the operating requirements for a dance hall pursuant to Section 2.10.510 (D) of the South Gate Municipal Code.
23. Per Section 2.10.270 of the South Gate Municipal Code, this permit may be conditioned, modified, suspended or revoked for cause by the City Council pursuant to Sections 2.10.280 et seq. of the South Gate Municipal Code.
24. A review of this permit shall be conducted by the City Council at a public meeting within six (6) months and again at the one (1) year mark of the applicant receiving a certificate of occupancy. The purpose of the six (6) month and one (1) year review is to verify compliance with all conditions of approval and applicable sections of the South Gate Municipal Code. At the time of the six (6) month and one (1) year review, the City Council may consider, among other actions, modifying the conditions of approval. Pursuant to Sections 2.10.280 et seq of the South Gate Municipal Code, this permit may be conditioned, modified, suspended or revoked for cause by the City Council at a Public Hearing.
25. The Live Entertainment permit conditions of approval are hereby included as part of Conditional Use Permit No. 809

RECEIVED

MAY 14 2018

City of South Gate
CITY COUNCIL

Item No. 8

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

6:15pm

AGENDA BILL

For the Regular meeting of May 22, 2018

Originating Department: Community Development

Department Head:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: LIVE ENTERTAINMENT PERMIT- BUSINESS OWNED PERMIT FOR A NEW PROPOSED RESTAURANT (BUENA MESA) LOCATED AT 5861 FIRESTONE BLVD

PURPOSE: To consider a Live Entertainment Permit – Business Owned Permit requested by a new proposed restaurant (Buena Mesa) located at 5861 Firestone Boulevard. Sections 2.10.540 and 2.10.510 of the South Gate Municipal Code require that all live entertainment permits be approved by the City Council.

RECOMMENDED ACTION: Following the conclusion of a public hearing, deny the request to provide live entertainment at the Buena Mesa restaurant at 5861 Firestone Boulevard.

NOTICING PROCEDURES: A public hearing notice was duly published in *The Los Angeles Wave*, a newspaper of general circulation, on May 10, 2018. Notices were mailed to owners of properties and all addresses located within 500 feet of the business.

FISCAL IMPACT: None

ANALYSIS: Mr. Ralph Verdugo, owner of a new proposed restaurant called Buena Mesa, has submitted a permit request to have live entertainment consisting of amplified trio, mariachi, bands (banda), disk jockeys (DJs), performers and karaoke for a new proposed restaurant, Buena Mesa, located at 5861 Firestone Blvd.

The business measures approximately 2,500 square feet (including the outdoor patio areas). Prior to the current business, Matiki Island BBQ, there were two previous restaurants and a car stereo business from 1992-2012. The restaurant has an existing Conditional Use Permit (CUP No. 809) for a full service restaurant with a Type 47 (beer, wine and distilled spirits) on-sale general alcohol license. The proposed restaurant will have 72 indoor seats and 82 outdoor seats. Per the zoning ordinance, the proposed restaurant requires 21 parking spaces. The center includes a total of 706 parking spaces and, although this does not meet current parking requirements, the property is considered legal non-conforming in regard to parking. Buena Mesa will serve a mix of Mexican and Asian fusion food and is proposing to operate Sunday to Monday from 11:00am-2:00am. Buena Mesa is expected to open by Fall 2018 and is anticipating to have approximately 50 employees.

Proposed Live Entertainment

The applicant is proposing the following schedule for live entertainment inside and outside (the patio area) of the restaurant:

- Monday: 11:00am to 2:00am
- Tuesday: 11:00am to 2:00am
- Wednesday: 11:00am to 2:00am
- Thursday: 11:00am to 2:00am
- Friday: 11:00am to 2:00am
- Saturday: 11:00am to 2:00am
- Sunday: 11:00am to 2:00am

The live entertainment would include the following: amplified trio, mariachi, bands (banda), disk jockey (DJs), live performers (e.g salsa dancers) and karaoke.

The existing CUP (No. 809) was approved with a condition from the Police Department to prohibit dancing, live bands, or entertainment inside or outside on the patio with the exception of special events which are subject to Business License approval including the temporary use of live entertainment. It was also approved with a condition requiring that any music played on the patio not be able to be heard in excess of 50 feet from the perimeter of the property. At its May 15, 2018 meeting, Planning Commission will consider an amendment to the CUP to allow live entertainment, with the approval of City Council through a Live Entertainment permit.

The property is on a major commercial corridor (Firestone Boulevard and Garfield Avenue) and is surrounded by commercial and industrial uses. Commercial businesses are located to the south (Crossroads Shopping Center), Rio Hondo Channel/Industrial to the east, and commercial to the north and west.

Land Use Compatibility Evaluation

The El Paseo Shopping Center is one of the first major shopping centers in South Gate and is located off the I-710 at the intersection of Firestone Boulevard and Garfield Avenue. More recently it has attracted a Wendy's restaurant (being remodeled at a former Burger King restaurant site) and 85 Degree's Bakery. Other current uses include small businesses, such as a donut-shop, eyebrow threading, Chinese food, Mexican sea-food, nail salon, family dentist, medical clinic, and insurance offices. Larger retailers include Denny's, Warehouse Shoe Sale, Sam's Club, and a Dollar Tree. Two restaurants, Marisco's El Compa (Type-41) and Denny's (Type-47), both have active alcohol licenses. With the exception of Denny's, which is open 24-hours and Subway, which closes at 12am, the majority of the businesses in the center close between 7:00pm and 9:00pm.

El Paseo was developed and has operated as a traditional retail shopping center, designed to accommodate general retail and service uses. This includes sit-down, family style restaurants. The center is not designed to accommodate late night entertainment venues such as the use being proposed by the applicant.

Police Department Evaluation

The South Gate Police Department conducted a review of previous establishments operated by the applicant. Based on the results of this analysis, the Police Department recommends that the live entertainment permit application be denied. This recommendation is based upon the high volume of public safety related incidents associated with those businesses. The applicant was provided the opportunity to discuss this review with the Police Department prior to this public hearing.

ATTACHMENTS: A. Public Hearing Notice
 B. Location Map

**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 for Conditional Use Permit Amendment No. 1 to amend language in Resolution No. 2012-17 for a restaurant located at 5861 Firestone Boulevard

DATE OF HEARING: Tuesday, May 22, 2018

TIME OF HEARING: 6:30 pm

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

PROJECT LOCATION: Citywide

PROJECT DESCRIPTION: Request to revise language to Condition No.19 and Condition No. 20 from Resolution No. 2012-17 to provide the applicant an opportunity to apply for a Live Entertainment permit.

ENVIRONMENTAL REVIEW: Passage of the proposed zone text amendment would be deemed to be a "Project" under the California Environmental Quality Act, pursuant to Section 15378 of the State CEQA Guidelines codified at 14 CCR § 13578. However, that project has also been deemed Categorically Exempt under Section 15061 (b)(3) of the State CEQA Guidelines codified at 14 CCR § 15061, which states "A project is exempt from CEQA if: [. . . the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA]."

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

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

Contact: Jessica Jimenez, Assistant Planner
Phone: 323-563-9514
E-mail: jjimenez@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: May 10, 2018

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a public hearing for the six-month review of the Live Entertainment permit for Buena Mesa restaurant located at 5861 Firestone Boulevard

DATE OF HEARING: Tuesday, January 22, 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: 5861 Firestone Boulevard

PROJECT DESCRIPTION: Six-month review as required by the conditions of approval. The purpose of the six (6) month review is to verify compliance with all conditions of approval and applicable sections of the South Gate Municipal Code. At the time of the six (6) month review, the City Council may consider, among other actions, modifying the conditions of approval

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 ordinance or to provide comments. In addition, written comments may be submitted to the Community Development Department prior to the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or in written correspondence delivered to the City of South Gate prior to or at the public hearing.

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

Contact: Alvie Betancourt, Senior Planner
Phone: 323-563-9526
E-mail: abetancourt@sogate.org

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

ESPAÑOL

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

Published: January 11, 2019

RECEIVED

JAN 16 2019

City of South Gate
CITY COUNCIL

Item No. 6

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:30am

AGENDA BILL

For the Regular Meeting of: January 22, 2019

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: RESOLUTION INITIATING ANNUAL PROCEEDINGS FOR THE LEVY OF THE FISCAL YEAR 2019/20 ASSESSMENTS AND ORDERING PREPARATION OF AN ENGINEER'S REPORT FOR THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

PURPOSE: The City levies an assessment on parcels citywide as a requirement of the Street Lighting and Landscape Maintenance District No. 1 (District). Though it has not changed for more than 30 years, the amount of the assessment is established annually through a proceeding that requires several City Council actions. The first of the actions is to adopt a Resolution to initiate the annual proceedings and to order the preparation of the Engineer's Report.

RECOMMENDED ACTION: Adopt Resolution initiating the annual proceedings for the levy of the Fiscal Year 2019/20 assessments and ordering the preparation of an Engineer's Report for the Street Lighting and Landscaping Maintenance District No. 1.

FISCAL IMPACT: None; however, as a part of these proceedings the City Council will consider re-establishing and levying the assessment.

ANALYSIS: The District's assessments are established annually, though the amount has not changed for more than 30 years. The District produces revenue estimated at \$2.008 million. This includes \$1.993 million in assessment revenue, \$10,000 in estimated penalties and \$5,000 in estimated interest earnings. The revenue needed to fully fund the District is estimated at \$2.761 million. This leaves an operating shortfall of \$752,674. Currently, the shortfall is funded by the General Fund.

The assessment amount on a single parcel is currently set at \$2.38 per adjusted front footage. Staff does not plan to propose an increase to resolve the operating shortfall.

BACKGROUND: The District was formed in 1981 and operates pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code). The District created the authority to levy an assessment on parcels of land which have been identified as receiving a direct "special benefit" from a public improvement. The District encompasses the entire City; therefore, the assessment is levied on all parcels citywide.

District revenue can only be utilized to meet the original intent of the District: maintain and operate landscaping and lighting systems, citywide, within City streets. Qualifying expenditures include operations and maintenance of: (a) landscaping (trees, shrubs, grass, other ornamental vegetation, irrigation systems and drainage systems), and (b) lighting systems (illuminated signs, decorative light

fixtures, street light furniture, street lights and traffic signals), inclusive of labor and materials.

Annually, the District's funds are collected by the Los Angeles County Assessor's office, on behalf of the City, in the property tax roll. The authority to levy and collect the assessment is established by the subject proceedings.

Pursuant to applicable State law and Los Angeles County requirements, several actions from the City Council are required to levy and collect the assessment. The first step is to adopt the proposed Resolution which initiates the proceedings and orders the preparation of the Engineer's Report. The schedule for the proceedings is as follows:

Date	City Council Action
1-22-19	Adopt Resolution initiating proceedings to levy assessments and ordering preparation of the Engineer's Report.
4-23-19	1. Adopt Resolution preliminarily approving Engineer's Report 2. Adopt Resolution declaring the City's intention to levy and collect assessments, and set a public hearing May 28, 2019.
5-28-19	Conduct a public hearing and adopt a Resolution confirming the area boundary and ordering the levy of annual assessments.
8-06-19	Deadline for filing Assessment Roll

ATTACHMENT: Proposed Resolution

AC/KT:lc

RESOLUTION NO. _____

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE INITIATING ANNUAL PROCEEDINGS FOR
THE LEVY OF THE FISCAL YEAR 2019/20 ASSESSMENTS
AND ORDERING PREPARATION OF AN ENGINEER'S
REPORT FOR STREET LIGHTING AND LANDSCAPING
MAINTENANCE DISTRICT NO. 1**

WHEREAS, the City Council has previously formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, such special maintenance district known and designated as Maintenance District No. 1 ("District"); and

WHEREAS, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for the following fiscal year (2019-2020) to finance the annual costs of maintenance and/or servicing of improvements within the District;

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. It is the intention of this legislative body as required by the public interest to initiate proceedings for the annual levy and collection of special assessments for the payment of annual maintenance and/or servicing costs within the District. No new improvements or any substantial changes in existing improvements or zones are proposed as a part of these proceedings.

SECTION 3. The annual maintenance and/or servicing of the improvements are hereby delegated to the City Engineer, who is hereby directed to make and file a report essentially containing the following:

A. Plans and specifications describing the general nature, location and extent of the existing improvements to be maintained and/or serviced;

B. An estimate of the cost of the maintenance and/or servicing of the improvements for the District for the referenced fiscal year;

C. A diagram of the District, showing the lots and/or parcels to be assessed; and

D. An assessment that covers the estimated cost of the maintenance and/or servicing, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received by each lot or parcel. Assessments may or may not be increased from those levied for the prior or current fiscal year.

Upon completion of the preparation of the assessment engineer's report, the original shall be filed with the City Clerk, who shall then submit the same to this legislative body for its immediate review and consideration.

SECTION 4. The above assessment engineer's report shall include all costs and expenses of such maintenance and/or servicing relating to the fiscal year commencing July 1, 2018 and ending June 30, 2019.

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

PASSED, APPROVED and ADOPTED this 22th day of January 2019.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

RECEIVED

JAN 16 2019

City of South Gate
CITY COUNCIL

Item No. 7

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:20am

AGENDA BILL

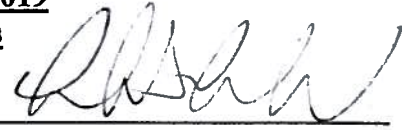
For the Regular Meeting of: January 22, 2019

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2873 WITH BEAR COMMUNICATIONS, INC. (SUCCESSOR-IN-INTEREST TO ADVANCED ELECTRONICS, INC.) TO CONTINUE EQUIPMENT MAINTENANCE SERVICES AND FEDERAL COMMUNICATIONS COMMISSION (FCC) CHANNEL SHARING LICENSE AGREEMENT FOR THE CITY'S RADIO COMMUNICATION SYSTEM

PURPOSE: The City's Emergency Operations Center is equipped with a radio communication system that is designed to be operated during major emergencies. The system is maintained by Bear Communications, Inc., (successor-in-interest to Advanced Electronics, Inc.), who also provides an FCC channel sharing license under which the radios communicate. The maintenance and license services are provided under the City's Contract No. 2873. An amendment to that contract is needed to extend the term of the maintenance and license components through June 30, 2019.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 2873 with Bear Communications, Inc., (successor-in-interest to Advanced Electronics, Inc.) extending maintenance services and a related FCC license for the City's radio communication system through June 30, 2019, in the amount of \$34,958; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable by the City Attorney.

FISCAL IMPACT: Funding for this contract extension was included in the Fiscal Year 2018/19 Budget, as summarized below:

Funding Source	General 100	Gas 212	Lighting/ Landscaping 251	Water 411	Sewer 412	Total
Contract No. 2873	\$45,106	\$60,469	\$60,512	\$60,512	\$9,994	\$236,593
Amendment No. 1	\$11,824	\$6,513	\$7,229	\$7,229	\$2,163	\$34,958
Amount	\$56,930	\$66,982	\$67,741	\$67,741	\$12,157	\$271,551

ANALYSIS: Bear Communications, Inc., doing business as BearCom Group (BearCom) is under contract to maintain the City's radio communication system. This digital system is used for vital communications during major emergencies, such as during a natural disaster. The contract contains a maintenance component which expired on June 30, 2018, and an FCC license channel sharing component which expired on December 31, 2018. Amendment No. 1 will extend both of those expiration dates to June 30, 2019, at a combined cost of \$34,958, of which \$3,549 is allocated to the license component and \$31,409 is allocated to the maintenance component.

BACKGROUND: The Emergency Operations Center (EOC) is a central command and control facility responsible for emergency and disaster management. The EOC functions at a strategic level during an emergency, and communication with emergency response teams is a top priority.

The EOC is equipped with a radio communication system that provides direct access to field personnel. The radio system consists of 92 mobile units and 53 portable units. The system provides communication with the EOC, Departments of Public Works, Community Development, and Parks and Recreation.

BearCom (as successor-in-interest to Advanced Electronics, Inc.) is under Contract No. 2873 with the City for the maintenance of the radio communication system (Attachment B). Maintenance services include on-site responses; removal and replacement of equipment; preventive maintenance; and annual radio battery replacement. Pursuant to that same contract, BearCom also provides an FCC channel sharing license under which the radios communicate.

The proposed Amendment will ensure continued operation of the radio communication system for the next six months while the City negotiates new long-term maintenance and license agreements. The Amendment also preserves the City's right to extend the license component for two additional 5-year periods, which will now commence July 1, 2019, should the City elect to do so.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Contract No. 2873

OH/AA:lc

**AMENDMENT NO. 1
TO AGREEMENT FOR REPLACEMENT OF RADIO SYSTEM AND LEASE OF
ADDITIONAL RADIO FREQUENCY CHANNEL
CONTRACT NO. 2873**

This Amendment No. 1 to Agreement for Replacement of Radio System and Lease of Additional Radio Frequency Channel, Contract No. 2873 (“**Amendment**”) is entered into as of January 22, 2019, and effective as of July 1, 2018, by and between the City of South Gate, a California municipal corporation (“**City**”), and Bear Communications, Inc., a California corporation doing business as Bearcom Group (“**Bearcom**”). This Amendment amends that certain Agreement for Replacement of Radio System and Lease of Additional Radio Frequency Channel, Contract No. 2873, entered into between the City and Bearcom’s predecessor-in-interest, Advanced Electronics, Inc., on November 28, 2012 (“**Original Agreement**”). All capitalized terms used in this Amendment shall have the same meanings ascribed to them in the Original Agreement, unless otherwise defined herein. As used herein, the term “**Agreement**” shall mean the Original Agreement as amended by this Amendment.

RECITALS

- A. The Original Agreement contained three separate and distinct components:
- (i) a purchase component, identified at Sections 1 and 3 of the Original Agreement and described in detail in Exhibits A and B to the Original Agreement;
 - (ii) a maintenance component, identified at Section 2 of the Original Agreement as the “Maintenance Agreement” and described in detail in Exhibit C to the Original Agreement; and
 - (iii) a radio-frequency-channel lease component, identified at Section 4 of the Original Agreement as the “Channel Sharing Agreement” and described in detail in Exhibit D to the Original Agreement.

B. The City and Bearcom now wish to amend the Original Agreement with respect to the maintenance and lease components, and to make other changes to the Original Agreement, all on the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AMENDMENT

1. **Extension of Term of Maintenance Agreement.** The City and Bearcom acknowledge that the initial 5-year term of the Maintenance Agreement commenced on July 1, 2013, and expired on June 30, 2018. The City and Bearcom hereby agree to extend that term through and including June 30, 2019.
2. **Extension of Initial Term of Radio-Frequency-Channel Lease.** Pursuant to Section 1.a of Exhibit D to the Original Agreement, the term of the Channel Sharing Agreement

expired on December 31, 2018. The City and Bearcom hereby extend that expiration date to June 30, 2019. The termination date referenced in Section 7.a of said Exhibit D shall mean June 30, 2019, subject to extension pursuant to Section 3 of this Amendment.

3. **Modification of Extension Options.** Section 1.b of Exhibit D to the Original Agreement grants the City the right (“Options”) to extend the term of the Channel Sharing Agreement by two additional periods (“Option Periods”) of five (5) years each. The terms of the Channel Sharing Agreement relative to those Option Periods are hereby modified as follows:

3.1 **Option Period Dates.** In light of the term extension set forth in Section 2 of this Amendment, the City and Bearcom hereby agree that (a) the first Option Period shall (if exercised by the City) begin on July 1, 2019 and shall end on June 30, 2024, and (b) the second Option Period shall (if exercised by the City) begin on July 1, 2024 and end on June 30, 2029.

3.2 **Manner of Exercise of Options.** The City may exercise the first Option by delivery of written notice to Bearcom on or before June 30, 2019. If the City timely exercises the first Option, the City may exercise the second Option by delivery of written notice to Bearcom on or before June 30, 2024. The City may not exercise the second Option if it has not timely exercised the first option.

3.3 **Payments Prior to and During Option Periods.** For the period from January 1, 2019 through June 30, 2019, compensation payable by the City under the Channel Sharing Agreement shall be governed by Section 4 of this Amendment. Section 2.b of Exhibit D to the Original Agreement is hereby modified to specify that the annual five percent (5%) payment increases under the Channel Sharing Agreement shall occur on July 1 of each year. If the City exercises the first Option, effective July 1, 2019, the monthly increase shall equal five percent (5%) of the monthly installment amount which was owing by the City for the month of December 2018. The monthly amount owing by the City under the Channel Sharing Agreement for the month of December 2018 was \$2,617.42.

4. **Additional Compensation.** Notwithstanding anything to the contrary in the Original Agreement, the City shall pay to Bearcom the sum of Thirty-Four Thousand Nine Hundred Fifty-Eight Dollars (\$34,958) as a full compensation for all of Bearcom’s services under (i) the Maintenance Agreement for the period from July 1, 2018 through June 30, 2019 and (ii) the Channel Sharing Agreement for the period from January 1, 2019 through June 30, 2019. Of that amount, \$31,409 shall be allocated to the Maintenance Agreement and \$3,549 shall be allocated to the Channel Sharing Agreement. If the City exercises the first Option to extend the term of the Channel Sharing Agreement, then the amounts owing by the City during the First Option Period shall be determined in accordance with Section 3.3 above.

5. **Addresses for Notice Purposes.** Section 6 of the Original Agreement is hereby amended to specify that Bearcom’s address for notice purposes is 4009 Distribution Drive, Suite 200, Garland, Texas 75041, Attention: Mark Kroh, Chief Executive Officer. For the avoidance of confusion, notices to the City should be sent to David E. Torres at the address shown in said Section 6, with copies delivered to Raul F. Salinas and Carmen Avalos at the addresses shown in said Section 6.

6. **Assumption by Bearcom.** Bearcom represents and warrants that it has assumed the obligations of Advanced Electronics, Inc. under the Agreement, and covenants that it will hereafter perform the obligations of Advanced Electronics, Inc. thereunder. The City consents to that assumption and agrees that Bearcom shall hereafter be entitled to all of the benefits owing by the City under the Agreement. All references to "Advanced Electronics, Inc." and to "Contractor" in the Original Agreement are hereafter deemed to mean Bearcom.

7. **Affirmation of the Original Agreement.** The City and Bearcom each acknowledges, represents and warrants that to the best of its knowledge neither party is in default of its obligations under the Original Agreement. The City and Bearcom each further hereby agree that except as specifically modified by this Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Bearcom have executed this Amendment as of the date first set forth above.

CITY OF SOUTH GATE:
a California municipal corporation

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

BEAR COMMUNICATIONS, INC.:
a California corporation doing business as
Bearcom Group

Mark Kroh, Chief Executive Officer

AGREEMENT FOR REPLACEMENT OF RADIO SYSTEM AND LEASE OF ADDITIONAL RADIO FREQUENCY CHANNEL

THIS AGREEMENT FOR REPLACEMENT OF RADIO SYSTEM AND LEASE OF ADDITIONAL RADIO FREQUENCY CHANNEL ("**Agreement**") is entered into as of November 28, 2012 by and between the City of South Gate (the "**City**") and Advanced Electronics, Inc., a California corporation ("**Advanced Electronics**"), and is made with reference to the following facts:

RECITALS

A. In order to comply with new federal regulations which become effective January 1, 2013, the City must upgrade its existing mobile and portable two way radio system from an analog system to a digital system.

B. In addition, although the City currently possesses an FCC license for its radio system, the City desires to obtain a second license in order to be able to operate on a second radio frequency in case of emergencies. Because no new licenses are available to the City directly from the FCC, the City wishes to lease and available frequency from an existing licensee.

C. Advanced Electronics is willing to sell the City a new digital radio system and to lease to the City an additional radio frequency channel, and the City is willing to purchase that system and lease that radio frequency channel from Advanced Electronics, all on the terms and conditions set forth in this Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Advanced Electronics hereby agree as follows:

1. **Purchase and Sale of Radio System; Scope of Work.** Advanced Electronics agrees to replace the City's existing analog two way radio system with a new Motorola MOTOTRBD digital radio system (the "**System**"), pursuant to the first five paragraphs of the three-page proposal attached hereto as Exhibit A (the "**Proposal**"). The System to be provided by Advanced Electronics hereunder shall include all of the equipment and labor listed on pages 1 through 4 of the November 5, 2012 Quote attached hereto as Exhibit B (the "**Quote**").

2. **Five Year Maintenance Agreement.** Without limiting the generality of the foregoing, the parties agree that the System includes Advanced Electronics' agreement to maintain the System for a period of five (5) years pursuant to Line 37 on page 2 of the Quote, on the terms and conditions set forth in the November 5, 2012 "5 year maintenance agreement proposal" attached hereto as Exhibit C (the "**Maintenance Agreement**").

3. **Purchase Price of Radio System.** As consideration for Advanced Electronics' sale and installation of the System, the City will pay to Advanced Electronics the amounts specified on pages 1 through 4 of the Quote. Payment for equipment and labor shall be made in installments, at such times and in such amounts as specified at Line 46 on page 4 of the Quote. The total amount payable by the City hereunder shall not exceed Two Hundred Thirty-Six Thousand Five Hundred Ninety-Three Dollars and Fifty-Six Cents (\$236,593.56), as specified on page 4 of the Quote.

4. **Lease of Radio Frequency Channel.** In addition to the purchase of the System, Advanced Electronics hereby leases to the City, and the City hereby leases from Advanced Electronics, the right to use channels 173.2250 MHz (FCC call sign WPYS793) on all of the terms and conditions, including without limitation the rate of payment, set forth in the FCC Channel Sharing Agreement and the Addendum attached thereto, each of which is attached hereto as Exhibit D (the "Channel Sharing Agreement").

5. **Representations and Warranties.** Page 1 of the Quote identifies twelve "Features of the MOTOTRBO digital system"; page 2 of the Quote identifies twelve "Benefits for the city of South Gate"; and page 2 of the quote also identifies three "Anticipated cost savings". Advanced Electronics acknowledges that its inclusion of those features, benefits and savings played a material role in the City's decision to enter into this Agreement. Accordingly, Advanced Electronics represents and warrants to the City that the System will include those features, excluding GPS, Telemetry, Man Down and Service Ticket Writing, as those features are not included in the quote. Advanced Electronics represents and warrants to the City that the system will include those Benefits, exclusive of GPS, Telemetry, Man Down and Service Ticket Writing, as those features, which could benefit the city are included in the quote. Advanced Electronics represents and warrants that the City should receive cost savings as identified. In addition, and without limiting the generality of the foregoing or of anything contained in the Quote, Advanced Electronics hereby warrants the System and its maintenance thereof as more particularly specified in the Commercial Warranty attached hereto as Exhibit E (the "Warranty").

6. **Notices.** All notices required to be given pursuant to the terms hereof shall be in writing and shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
Public Works Department
4244 Santa Ana Street
South Gate, California 90280-2314
Attn: David E. Torres,
Field Operations Manager
Telephone No.: (323) 563-5790
Fax No.: (323) 582-3106
E-mail: dtorres@sogate.org

With a copy (which shall not constitute notice)
to:

Raul F. Salinas
AlvaradoSmith, APC
633 W. 5th Street, Suite 1100
Los Angeles, California 90071
Telephone No.: (213) 229-2400
Fax No.: (213) 229-2499
E-mail: RSalinas@AlvaradoSmith.com

To Advanced Electronics:
Advanced Electronics Information Systems
2601 Manhattan Beach Blvd.
Redondo Beach, CA 90278
Attn: Robert W. Conrey
Telephone No.: (310) 725-0410
Fax No.: (310) 643-8167
E-mail: bconvey@advancedelectronics.com

With a copy (which shall not constitute notice)
to:

City Clerk's Office
City of South Gate
8650 California Avenue
South Gate, CA 90280
Attn: Carmen Avalos
Telephone No.: (323) 563-9573
Fax No.: (323) 563-5411
E-mail: CAvalos@sogate.org

7. **Time.** Time is of the essence of every provision contained in this Agreement. If the date ("Performance Date") on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a Saturday, Sunday or holiday, such Performance Date shall be automatically extended to the next business day. Except as otherwise expressly provided herein, all references to periods of days shall refer to consecutive calendar days.

8. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

9. **Incorporation of Recitals and Exhibits; Conflicts.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein. In the event of any conflict between this Agreement and the exhibits, the provisions of this Agreement shall control. In the event of any conflict between the Proposal and the Warranty, the provisions of the Proposal shall control. In the event of any conflict between the Quote and the Maintenance Agreement, the provisions of the Quote shall control. In the event of any conflict between the Quote and the Warranty, the provisions of the Quote shall control.

10. **Attorneys' Fees.** If either party brings suit against the other with respect to this Agreement, then all costs and expenses, including without limitation actual professional fees and costs such as appraisers' accountants' experts', and attorneys' fees and costs, incurred by the prevailing party (whether that party prevails by final judgment or out-of-court settlement) shall be paid by the losing party. The losing party's obligation shall be deemed to have accrued on the

date of the commencement of such actions and shall be enforceable whether or not the action is prosecuted to judgment. As used herein, the term "attorneys' fees and costs" shall include, without limitation, attorneys' fees, costs, and expenses incurred in connection with any (a) postjudgment motions, (b) contempt proceedings, (c) garnishment, levy, and debtor and third-party examinations, (d) discovery, and (e) bankruptcy litigation. As used herein, the term "prevailing party" shall include without limitation any party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

11. **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

12. **Governing Law.** This Agreement shall be shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects according to, the laws of the State of California. No effect shall be given to any choice of law or conflict of law provision, principal or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

13. **Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of *forum non conveniens* and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

15. **Entire Agreement.** This Agreement and the Exhibits attached hereto contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

16. **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof, and in no way define, limit or prescribe the scope or intent of this Agreement or any provisions thereof.
17. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.
18. **Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.
19. **No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.
20. **Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.
21. **Joint and Several Liability.** To the extent that either party constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.
22. **Relationship of Parties.** Nothing contained in this Agreement or in the relationship between the parties shall be deemed to constitute a partnership, joint venture or any other relationship between them except that of vendor and purchaser.
23. **No Third-Party Beneficiaries.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.
24. **Force Majeure.** If either party is delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of a "Force Majeure" as defined below, then performance of such act will be excused for the period of delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, however, nothing in this Section shall excuse either party from the prompt payment of any amounts owing by that party under this Agreement. Further notwithstanding the foregoing, no Force Majeure event shall excuse the delay of either party's

performance by more than sixty (60) days. As used herein, the term “**Force Majeure**” means any one or more of the following to the extent not caused by the party claiming the delay: (a) fire, earthquake, flood or other natural disaster; (b) interruption of any public utilities, including without limitation electricity, gas, water, sewer or telephone service; (c) governmental action or inaction, including without limitation failure, refusal or delay in issuing permits, approvals and/or authorizations; (d) restrictive governmental laws, regulations or orders; (e) strikes, lock-outs, or similar labor interruptions; (f) inability to procure necessary construction materials; (g) riots, civil unrest or insurrection; (h) criminal activity; (i) terrorism; (j) war; or (k) any other unusual and unforeseeable delay not within the reasonable control of the party delayed.

25. **Injunctive Relief**. Advanced Electronics understands and agrees that in the event of any breach of this Agreement by Advanced Electronics, the City would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, Advanced Electronics agrees that the City, in addition to any other remedy which it may have at law or in equity, shall be entitled to injunctive relief to prevent breaches of this Agreement and/or specific performance to compel compliance with this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement shall be deemed or construed to constitute a waiver of any rights or remedies of the City, whether provided by statute or common law, including such rights and remedies as the City may have under Code of Civil Procedure Sections 1245.010, *et seq.*

[Remainder of page left blank intentionally]

26. **Representation Regarding Federal SDN List and Anti-Terrorism Laws.** Advanced Electronics hereby represents and warrants to the City that Advanced Electronics: (a) is not listed on the Specially Designated Nationals List maintained by the U.S. Treasury Department's Office of Foreign Assets Control; (b) is not an entity that the City is prohibited from doing business with under state and/or federal anti-terrorism laws, including without limitation Executive Order 13224, 66 Federal Register 49079 (September 25, 2001), as amended by Executive Order 13284, 68 Federal Register 4075 (January 23, 2003); (c) will not violate any of said anti-terrorism laws; and (d) will not do business with any entity that Advanced Electronics knows or suspects has violated, is violating or intends to violate such anti-terrorism laws.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and Advanced Electronics have executed this Agreement as of the date first set forth above.

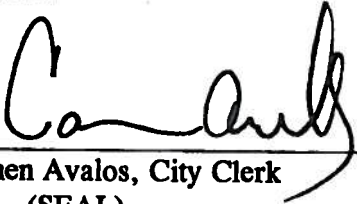
"CITY"
CITY OF SOUTH GATE



W.H. (Bill) De Witt, Mayor

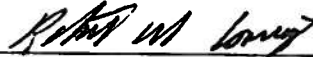
Date: 12-5-12

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

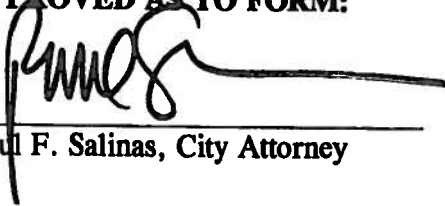
"CONTRACTOR"
ADVANCED ELECTRONICS, INC.



Robert W. Conrey

Title: CEO

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

Date: 11-28-2012

EXHIBIT "A"

Advanced Electronics

2601 Manhattan Beach Blvd.
Redondo Beach, CA 90278
(310) 725-0410 Fax (310) 643-8167

Advanced Electronics proposes to replace the existing analog two way radio system with a new Motorola MOTOTRBO digital radio system. Included in our purchase agreement is our quote for all communications equipment as well as the installation. This new digital radio system provides the latest in technology and covers all FCC narrow banding requirements now and into the future. We will be removing the existing repeater and receivers located through the city and replacing only the repeater. The receivers will no longer be part of the radio system infrastructure.

We will also be removing all of the old analog radios from the city fleet and replacing them with new digital radios in each vehicle that requires two way communications.

Advanced Electronics will also be replacing all of the older analog portable radios with new digital portable radios.

All of the installation and programming work will be done by Advanced Electronics and planned out to minimize any downtime or inconveniences to the operation of the city's Public works depart.

Right now the FCC allows users to operate in wide band (25Khz) until January 1st 2013. At that time you are required to operate in Narrow band (12.5Khz). Eventually they will require you to operate in Supper narrow band (6.25lkz). This new digital radio system will operate in Narrow band now and is capable of operating in super narrow band which we anticipate being enforced no earlier than 10 years for January 1, 2013.

Some of the key features and benefits to this new radio system are listed below.

Features of the MOTOTRBO digital system.

- **Narrowband and Super-Narrow band capability**
- **Digital audio quality provides crystal clear audio**
- **GPS capability in both mobile and portable radios**
- **Double the channel capacity using TDMA technology**
- **Capable of working in both digital and analog modes**
- **Radios are capable of utilizing telemetry**
- **Radios have a emergency or man down feature**
- **Radios have individual ID or alias's**
- **Talk to one radio or a group of radios**
- **System Interrupt**
- **Text messaging and can messages.**
- **Many IP based software programs to customize radio operations**

Advanced Electronics

Benefits for the city of South Gate

- FCC narrow banding requirements are another 15 years
- Clearer communications provide a safer work environment and less confusion
- GPS systems can provide information to provide valuable information for things like liability, employee efficiency, employee safety, can help fuel usage and help keep the work force more efficient.
- TDMA technology provides two talk channels for the cost of one, this doubles the amount of traffic through the repeater system for both data and voice traffic.
- The ability to operate in both analog and digital allows for interoperability with other radios systems.
- Telemetry allows the radio user to open and close circuits that control gates, doors, valves etc.
- The man down feature is a feature that allows a worker to push one button to notify the dispatcher that they are in trouble or hurt, along with the GPS this is very valuable.
- The ID feature allows others to see which unit is transmitting. This can help identify users that misuse the system or that may be unintentionally keying up the system. At which point a supervisor can kill that radio to free up the system.
- Group calls and private calls can be very useful and keep unwanted listeners out of critical communications. Supervisors have the ability to choose to talk to one radio or to all radios within a group. Many groups can be made.
- System interrupt gives a supervisor the ability to take over a channel at anytime kicking off anyone who may be talking. This is very important during an emergency or if someone has a radio stuck on transmit.
- Radios can send and receive text messages. Preset messages can be sent as well. Messages such as, On Scene, Clear, Lunch, etc.
- The MOTOTRBO radio system is an IP based system with the intention of utilizing software systems such as GPS, dispatching, service ticket writing etc etc. New software is being developed every day and can help integrate systems to make the city more efficient.

Anticipated cost savings

- Less cost on Maintenance for the first 3 years as the new radios are under warranty.
- Cost savings by getting rid of leased phone lines with monthly billing.
- Trade in rebate from Motorola that will reduce the initial purchase price.



Advanced Electronics

Advanced Electronics has provided radios systems and services for the City of South Gate and the Police Department for over 15 years. We feel that we have a very special relationship with the city as a whole and due to our extensive knowledge of your city and the radios systems in particular, we know we have the best solution for the city. The costs for the equipment provided under this proposal, is less than the county contracts.

Advanced Electronics has sold and installed similar systems in the City of Bellflower, City of Lakewood, City of Thousand Oaks, Long Beach Transit and several others. All systems are still currently in use and successful. Please see attached list of references as a separate document.

Advanced Electronics looks forward to working with the Public works department to deploy this new system which provides the city with their own communications system that will be available for them for day to day use and in case of an emergency.

EXHIBIT "B"



Quote



MOTOROLA
Advanced Two-Way
Radio Group

Advanced Electronics Inc.

2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 * 310-725-0410 * Fax 310-643-8167
1000 Town Center Drive, Suite # 300, Oxnard, CA 93036 * 805-604-9166 * Fax 805-604-9199
865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 * 909-390-0460 * Fax 909-937-7127

ORDER DATE: 11/5/2012

www.advancedelectronics.com

CUSTOMER NO.: 1219403

BILL TO:

CITY OF SOUTH GATE
ACCOUNTS PAYABLE
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280

SHIP TO:

SOUTH GATE-ENGINEERING
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

CONTACT: CITY OF SG-BLDG & SAFE.

PHONE: 323-563-5485

EMAIL: ewelch@sogate.org

CONTACT: OSIE HARRELL

PHONE: 323-563-5485

EMAIL:

ORDER NO	PO NUMBER	SHIP VIA	FOB	TERMS	SALESPERSON
0041415		OUR TRUCK		NET 30	LARA PRIETTO
LINE	ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
1	AAM27JNH9LA1AN	XPR4550 136-174 MHZ DISPY GPS	84.00	379.00	31,836.00
2	QA01227AC	XPR MOBILE USER GUIDE	84.00	0.00	0.00
3	RKN4136A	CABLE, IGNITION	84.00	28.60	2,402.40
4	RAD4216A	COMBO GPS/VHF 1/4 WAVE ANTENNA	84.00	106.15	8,916.60
5		INCLUDES 84 MOBILE RADIOS AT A TRADE IN DISCOUNT OF \$100 PER RADIO			
6	*****		0.00	0.00	0.00
7	AAM27JNH9LA1AN	XPR4550 136-174 MHZ DISPY GPS	9.00	379.00	3,411.00
8	PMKN4010B	CABLE, PROGRAMMING	9.00	51.75	465.75
9	SS-18MT	ASTRON 12V 18 AMP POWER SUPPLY	9.00	81.00	729.00
10	RFU600-6	MINI UHF MALE RG58 CONN	9.00	2.10	18.90
11	RMN5050A	MICROPHONE	9.00	92.40	831.60
12	0180355A80	SPECTRUM MAGNETIC MNT, MINIUHF	9.00	22.50	202.50
13	0183938B03	ANTENNA ROD, 152-162MHZ	9.00	2.22	19.98
14	5883882B01	COUPLING, NUT	9.00	2.82	25.38
15		INCLUDES 2 SPARES AND 7 BASE STATIONS: (3 SECRETARIES, 1 SCADA, 1 ADMIN, 1 PW ENGINEERING, 1 SGPD) AT A TRADE IN DISCOUNT OF \$100 PER RADIO			
16	*****		0.00	0.00	0.00
17	AAH55JDH9LA1AN	XPR6550 136-174 MHz PORTABLE	55.00	529.00	29,095.00
18	QA01227AC	USER GUIDE	55.00	0.00	0.00
19	QA00684	GPS HELICAL 160-174MHZ ANT	55.00	0.00	0.00
20	WPLN4219A	CHARGER IMPRES 6 BANK WDISPLAY	9.00	495.00	4,455.00

Continued



Quote

Advanced Electronics Inc.



2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 * 310-725-0410 * Fax 310-643-8167
1000 Town Center Drive, Suite # 300, Oxnard, CA 93036 * 805-604-9166 * Fax 805-604-9199
865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 * 909-390-0460 * Fax 909-937-7127

ORDER DATE: 11/5/2012

www.advancedelectronics.com

CUSTOMER NO.: 1219403

BILL TO:
CITY OF SOUTH GATE
ACCOUNTS PAYABLE
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280

SHIP TO:
SOUTH GATE-ENGINEERING
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

CONTACT: CITY OF SG-BLDG & SAFE.
PHONE: 323-563-5485
EMAIL: ewelch@sogate.org

CONTACT: OSIE HARRELL
PHONE: 323-563-5485
EMAIL:

Table with columns: ORDER NO, PO NUMBER, SHIP VIA, FOB, TERMS, SALESPERSON, LINE, ITEM, DESCRIPTION, QTY, UNIT PRICE, EXTENDED. Includes line items 21-37 with descriptions like 'INCLUDES 55 PORTABLE RADIOS AT A TRADE IN DISCOUNT OF \$100 PER RADIO' and '5 YEAR MAINTENANCE CONTRACT TO INCLUDE 24/7 SERVICE FOR INFRASTRUCTURE...'.

Continued



Quote



Advanced Electronics Inc.

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Table with columns: ORDER NO, PO NUMBER, SHIP VIA, FOB, TERMS, SALESPERSON, LINE, ITEM, DESCRIPTION, QTY, UNIT PRICE, EXTENDED. Includes line items 38-42 and notes 43-44 regarding trade-in discounts.

Continued



Quote

PAGE: 4



MOTOROLA
Advanced Two-Way
Radio Group

Advanced Electronics Inc.

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ORDER DATE: 11/5/2012

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CONTACT: CITY OF SG-BLDG & SAFE.

PHONE: 323-563-5485

EMAIL: ewelch@sogate.org

CONTACT: OSIE HARRELL

PHONE: 323-563-5485

EMAIL:

ORDER NO	PO NUMBER	SHIP VIA	FOB	TERMS	SALESPERSON	
0041415		OUR TRUCK		NET 30	LARA PRIETTO	
LINE	ITEM	DESCRIPTION		QTY	UNIT PRICE	EXTENDED

This quote will expire on 12/31/2012 unless an extension is requested and granted in writing.

NET ORDER:	227,055.27
FREIGHT:	250.00
SALES TAX:	9,288.29
TOTAL:	236,593.56

David E. Torres
Authorized Signature

David E. Torres.
Authorized Printed Name

12-19-2012
Date

Information contained herein is privileged or confidential and is exempt from the public disclosure provisions thereof. It is furnished to the "reader" in confidence, with the understanding that it will not, without written permission of Advanced Electronics, be reproduced, used or disclosed for any purpose other than for which it was furnished. By signing this document, you have agreed to the above and the terms and conditions attached.

Search, Get, Photo, Video, Professional

S. GATE SALES TAX = 0.0875

	User Price Each	64 UNITS	EXT TOTAL	Notes
Mobile GPS	\$ 513.75			No PHL
Total Equipment	\$ 513.75	\$ 43,185.00		
CA State Sales Tax	\$ 50.09	\$ 4,207.61		
Programming - Labor	\$ 10.00	\$ 840.00		
R & R - Labor	\$ 250.00	\$ 21,000.00		
Warranty wrap / 3 year (on-site work)	\$ 279.00	\$ 23,436.00		
FCC Licensing	\$ 8.00	\$ 672.00		
Sub total w/ Sales Tax	\$ 1,110.84	\$ 93,310.61		
		85 UNITS	EXT TOTAL	Notes
Portable GPS	\$ 810.00			No battery replacement
Total Equipment	\$ 810.00	\$ 33,550.00		No antenna replacement
CA State Sales Tax	\$ 59.48	\$ 3,271.13		No PHL
Programming - Labor	\$ 10.00	\$ 850.00		No hot clip replacement
R & R - Labor	\$ -	\$ -		
Warranty wrap / 3 year (on-site work)	\$ 54.00	\$ 2,970.00		
FCC Licensing	\$ 8.00	\$ 400.00		
Sub total w/ Sales Tax	\$ 741.48	\$ 40,761.13		

	EXT TOTAL	UNITS	Notes
Propagator	\$ 6,427.70	2	No P&H
Cops	\$ 12,855.40		ONLY On-Site Services
Total Equipment	\$ 6,427.70		
CA State Sales Tax	\$ 658.70		1,253.40
Programming - Labor	\$ 35.00		70.00
R & R - Labor	\$ 2,125.00		4,250.00
Warranty wrap / 3 year (on-site work)	\$ 5,400.00		10,800.00
FCC Licensing	\$ 8.00		16.00
Sub total w/ Sales Tax	\$14,822.40		29,244.80
Control Stations	\$ 633.79		
CPS	\$ 5,704.11		No Wrap quoted
Total Equipment	\$ 633.79		
CA State Sales Tax	\$ 61.79		568.15
Programming - Labor	\$ 10.00		20.00
R & R - Labor	\$ 225.00		1,575.00
Warranty wrap / 3 year (on-site work)	\$ 279.00		2,511.00
FCC Licensing	\$ 8.00		72.00
Sub total w/ Sales Tax	\$ 1,167.58		10,508.28

Terms and Conditions

ORDERS AND FIRM ORDERS: By placing its order and executing the sales order form (referred to herein as "Agreement" or "Form"), Customer acknowledges its agreement to purchase equipment and services described on the sales order form and any attachments referenced thereon subject to the terms and conditions which follow. Each sales order form must: (1) be signed by an authorized representative of Customer; (2) accompanied by a written purchase order (where Customer procedures require the same for such purchases); and (3) be accompanied by the payment or deposit required as set forth on the sales order form. To be binding, each sales order form must comply with all requirements set forth herein and be accepted in writing by an authorized representative of Advanced Electronics, Inc. ("Advanced"). Upon written acceptance by Advanced, each sales order becomes a "FIRM ORDER."

EQUIPMENT, LABOR AND AVAILABILITY: Advanced will hold equipment and labor pricing for 30 days from the date of the sales order, after which pricing and availability may change without notice. Equipment availability, installation scheduling and service scheduling is always subject to the manufacturer's ability to deliver equipment and parts.

FREQUENCIES, LICENSES AND SERVICE PROVIDERS: All frequencies and squelch codes are to be supplied by Customer upon execution of this Agreement unless Advanced has specifically accepted responsibility to provide the same in writing on the sales order. Customer accepts full responsibility for the accuracy of such information and will be responsible for any restocking fee, additional parts, and/or labor required due to incomplete, incorrect and/or invalid information provided by Customer. Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") and for complying with FCC rules, and with the rules and regulations of any other federal, state or local regulatory agency. Neither Advanced nor any of its employees are agents or representatives of the Customer on FCC matters or otherwise. If applicable, Customer acknowledges that it has selected a radio communication carrier to provide service which utilizes radio frequencies authorized and controlled by the FCC. Advanced has no control over quality, coverage or reliability of service provided by other parties. Customer acknowledges that RF signals are subject to dead spots, power outages, atmospheric conditions and other problems which may at times interfere with normal communications. Please note that RFI (radio frequency interference) issues which consist of, but not limited to: co-channel activity, alternator whine, engine noise or other internal/external interference issues, are not covered by the equipment manufacturer or Advanced Electronics. Any remediation costs related to locating or eliminating this type of interference will be charged to the customer at Advanced Electronics' standard time and material rates.

PAYMENT TERMS AND LATE PAYMENT CHARGES: Full payment is required with each order unless other arrangements are made and set forth on the sales order form. In the event that the full purchase price of equipment and services called for in this Agreement is not paid at the time of Customer's order, the unpaid balance is due upon delivery of the equipment to Advanced from the manufacturer. All payments will be by company check, cashier's check, money order or credit card (Visa, MasterCard, American Express or Discover). Arrangements can be made in advance of the order to pay by Customer company check or charged to an open Customer account. All customers paying by company check or charging to an open account must have received prior authorization by having met Advanced's credit qualifications prior to the placement of any order. No employee of Advanced is permitted to accept cash in the payment of any obligations due to Advanced. If any payment of any sum due from Customer is not received by Advanced within five (5) days after such payment is due, then such overdue amounts shall be subject to a delinquency charge (liquidated damages under California Civil Code Section 1671) at a rate of interest equal to 18% per annum from the date such overdue amounts were actually due until the date actually received by Advanced. Customer acknowledges that such delinquency charge is reasonable under all the circumstances existing at the time this Agreement was made. Customer agrees that acceptance of all or any portion of such delinquency charge by Advanced will not constitute a waiver by Advanced of Customer's default with respect to such overdue amounts, nor will it prevent Advanced from exercising any or all other rights or remedies which Advanced may have. Any delinquency charge, discount rate and/or interest rate set forth herein shall be charged or applied at the rate set forth herein or the maximum rate allowed by law, whichever is lower.

RETURN POLICY: All returns to Advanced, for any reason, must show a clearly legible and valid Return Merchandise Authorization (RMA) number on the outside of the shipping box. No returns will be accepted without a valid RMA number. All RMA returns should be sent freight prepaid. Repair or replacement will be solely at Advanced's option. To obtain an RMA number, it is necessary to call Advanced's service center with the following information: (1) the invoice number and date of purchase; (2) the purchase order number; (3) the make, model number and serial number of the equipment to be returned; and (4) customer identification. No equipment returned for exchange or credit will be accepted without all manuals, cables, parts and original factory packing.

CANCELLATION CHARGES: If this Agreement is cancelled by Customer prior to delivery for other than the default of Advanced, Customer shall pay Advanced thirty percent (30%) of the total price for all product, accessories, installation and services listed on the sales order to defray restocking and administrative costs involved in the sale as liquidated damages and not as a penalty.

EQUIPMENT NOT FOR RESALE: Customer acknowledges that said equipment on the sales order is NOT for resale and that the customer is the sole "end user" of the equipment described herein, unless stated differently on the sales order and agreed to in writing by an authorized Advanced officer. Customer agrees and warrants that it will NOT offer this equipment for resale or for export out of the United States.

LIMITED WARRANTY: All equipment warranties and specifications are provided by the manufacturer of the equipment. Advanced warrants its services to be properly performed and to be free of defects in workmanship for 30 days, unless stated otherwise on the sales order. Damage from accident, abuse, misuse, negligence, extreme conditions, humidity, service from another service provider, use of unapproved, incorrect or faulty service parts and/or accessories will void all warranties. Opening or otherwise tampering with the equipment, including upgrading or repairing by unauthorized personnel, will also void all warranties. This limited warranty is void if Customer relocates the equipment, has the installation or equipment worked on by anyone other than Advanced or attaches equipment or accessories not provided by Advanced. Advanced's warranty shall not be enlarged and no obligations or liability shall arise out of Advanced's rendering of technical advice, facilities or service in connection with Customer's purchase of the product and/or services furnished.

LIMITATION OF LIABILITY: ANY AND ALL EXPRESS AND IMPLIED WARRANTIES NOT SPECIFICALLY SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE MANUFACTURER OF THE EQUIPMENT IS SOLELY RESPONSIBLE FOR THE WARRANTY OF THE EQUIPMENT PROVIDED. CUSTOMER IS SOLELY RESPONSIBLE TO DETERMINE WHETHER THE EQUIPMENT ORDERED WILL MEET ITS' NEEDS AND REQUIREMENTS. IT IS EXPRESSLY AGREED THAT ADVANCED'S SOLE OBLIGATIONS AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR

TRANSACTIONS CONTEMPLATED HEREBY IS LIMITED TO TERMINATION AND A REFUND OF CUSTOMER'S PURCHASE PRICE, OR BY CUSTOMER REQUEST, ADVANCED, AT ADVANCED'S OPTION, TO REPAIR OR REPLACE PRODUCTS THAT ARE NOT AS WARRANTED. ALL OTHER REMEDIES OF ANY KIND ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL ADVANCED BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, RELAY SYSTEM FAILURES AND/OR NETWORK FAILURES) CAUSED BY THE INABILITY OF CUSTOMER TO USE THE EQUIPMENT, THE FAILURE OF THE EQUIPMENT, ANY DELAY IN COMMENCEMENT OF THE SERVICES CONTEMPLATED HEREIN, OR ANY OTHER CAUSE OR MATTER WHATSOEVER

INDEMNIFICATION AND HOLD HARMLESS: Customer agrees to indemnify and hold harmless Advanced, its directors, officers, employees and its affiliates (collectively the "Indemnified Parties") from any liability or expense arising out of any act or omission by Customer, including without limitation, the misuse and non-operation of the equipment and services set forth herein. Customer shall pay all expenses (including attorneys fees) incurred by the Indemnified Parties in connection with all legal or other formal or informal proceedings concerning claims of third parties or criminal proceedings, and Customer shall satisfy all judgments, costs or other awards which may be incurred by or rendered against the Indemnified Parties including, to the extent permitted by law, any fines or penalties resulting from or arising out of such criminal proceedings.

APPLICABLE LAW, LEGAL ACTIONS AND ATTORNEY'S FEES: The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with and be governed by the laws of the State of California. All legal actions must be brought in the Federal Courts of the Central District of California or in the Superior Courts of the State of California, county of Los Angeles. By executing this Agreement, Customer is submitting to the jurisdiction of the State of California with respect to any dispute which may arise out of this Agreement. No action shall be brought on any breach of this Agreement more than one (1) year after the accrual of such cause of action except for money due upon an open account. In the event of a lawsuit arising out of this Agreement, the Parties agree that the prevailing party shall be awarded its cost of suit, including reasonable attorney's fees. In the event that collection is necessary, the fees of the collection agencies incurred by Advanced in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof shall be added to any judgment in its favor.

CUSTOMER RESPONSIBILITIES: Where applicable, Customer must cooperate fully with Advanced in the performance of its services herein including, but not limited to, providing the following: (1) suitable facilities and environment for the installation of the equipment; (2) all required utilities at the point of installation; and (3) full access to the installation site. Customer will pay any charges and costs resulting from Customer's failure to provide these items in accordance with Advanced's specifications or instruction.

TAXES: Except for the amount of any state and local tax stated on the sales order, the prices set forth herein do not include any federal, state and/or local excise, sales, use, property, retailer's occupation or similar taxes. If any such excluded tax is determined to be applicable to this transaction or if Advanced is required to pay or bear the burden thereof, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty thereon, and Customer shall pay to Advanced the full amount of any such increase no later than ten (10) days after receipt of an invoice thereto.

DELAYS: Advanced shall not be liable for any delay or failure to perform due to any cause beyond its control. Causes include, but are not limited to, strikes, acts of God, actions of Customer, interruption of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier or manufacturer or delays in FCC frequency authorization or license grant. The delivery and installation schedule shall be considered extended by a period of time equal to the time lost because of any excusable delay. In the event Advanced is unable to wholly or partially perform because of any cause beyond its control, Advanced may terminate or subcontract this Agreement without any liability to Customer.

WAIVER: The failure of Advanced to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions herein or to exercise any rights hereunder shall not be construed as a waiver or requirement of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such failure, performance shall continue in full force and effect.

ADVANCED EMPLOYEES: Customer shall not hire, employ or otherwise utilize or engage the services of Advanced personnel with whom Customer becomes introduced as a result of this Agreement or who appear on behalf of Advanced at Customer's location to perform services. In the event this provision is breached, Customer agrees by executing this Agreement that Advanced shall be entitled to reasonable liquidated damages in the sum equal to \$25,000 or 50% of the person's first year salary or remuneration from Customer, whichever is greater.

MISCELLANEOUS GENERAL TERMS: (a) Customer acknowledges that it has read and understands these terms and conditions, including the sales order, and agrees to be bound by them and that these terms and conditions are the complete and exclusive statement of the Agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof. (b) No modification hereof shall be binding upon Advanced unless such modification is in writing and signed by a duly authorized representative of Advanced. (c) If any part is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect as far as possible.

Agreed to:

David E. Torres
Authorized Customer Signature

12-19-2012
Date

David E. Torres
Authorized Customer Printed Name

EXHIBIT "C"



Advanced Electronics

CORPORATE OFFICE
2801 Manhattan Beach Blvd.
Redondo Beach, CA 90278-1604
310.725.0410 800.750.7234
Administration,
A/P, A/R Fax: 310.643.8166
Sales, Parts, Rentals,
Customer Service Fax: 310.643.8167

November 5, 2012

City of South Gate – Public Works
4244 Santa Ana St.
South Gate, CA 90280
Attn: Osie Harrell

RE: 5 Year Maintenance Agreement on New Equipment

Osie:

Advanced Electronics, Inc. is pleased to provide the following 5 year maintenance agreement proposal on your new MotoTRBO equipment:

A. INFRASTRUCTURE

**24/7 X 365 Day per Year
Technician On-Site
4-Hour on-site response
Annual PMI Years 4 and 5**

B. CONTROL STATIONS

**24/7 X 365 Day per Year
Technician On-Site
4-Hour on-site response
Annual PMI Years 4 and 5**

C. MOBILES

**Technician On-Site
One new antenna replacement per radio on maintenance agreement, during years 4 and 5
of the agreement
Annual PMI Years 4 and 5**

D. PORTABLES

**Battery replacement, including disposal of spent battery. One battery per year, per radio,
when accompanied with radio, during years 4 and 5 of the agreement
Belt clip replacement, one belt clip per radio when accompanied with radio, during years 4
and 5 of the agreement
Portable antenna replacement, one antenna per year, per radio when accompanied with
radio, during years 4 and 5 of the agreement**

**Pick up and Delivery
Annual PMI Years 4 and 5**

E. GENERAL TERMS AND CONDITIONS

F. FACTS ABOUT ADVANCED ELECTRONICS, INC.

G. INVENTORY AND PRICING

H. SIGNATURE PAGE

A. INFRASTRUCTURE

1.0 On-Site Response

On-Site Infrastructure Response provides for Advanced Electronics, Inc. to provide on-site response as determined by pre-defined severity levels and response times.

Severity 1 issues provide services twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

Advanced Electronics, Inc. will provide On-Site Infrastructure Response services, which will be facilitated by the customer placing a "Request for Service" telephone call to the Advanced Electronics, Inc. office. If a service request is made after hours, on a weekend or on a holiday, the caller must use the Advanced Electronics, Inc. "After Hours" menu on the telephone system. On-Site Infrastructure Response provides for an on-site technician response as determined by pre-defined response levels set forth in Table A.

Table A

Response	
	24/7 - 365 Days per Year Technician On-Site Technician telephone response 30 minutes. 4 Hour On site Response

B. CONTROL STATIONS

1.0 On-Site Response

On-Site Infrastructure Response provides for Advanced Electronics, Inc. to provide on-site response as determined by pre-defined severity levels and response times.

Severity 1 issues provide services twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

Advanced Electronics, Inc. will provide On-Site Infrastructure Response services, which will be facilitated by the customer placing a "Request for Service" telephone call to the Advanced Electronics, Inc. office. If a service request is made after hours, on a weekend or on a holiday, the caller must use the Advanced Electronics, Inc.

"After Hours" menu on the telephone system. On-Site Infrastructure Response provides for an on-site technician response as determined by pre-defined response levels set forth in Table A.

Table A

Response	
	24/7 - 365 Days per Year Technician On-Site Technician telephone response 30 minutes. 4 Hour On site Response

Infrastructure Preventative Maintenance Inspection (PMI)

Advanced Electronics, Inc. will provide no infrastructure PMI during years 1, 2 and 3 of the agreement. Advanced Electronics, Inc. will provide an annual Infrastructure Preventative Maintenance Inspections (PMI) services to customer during years 4 and 5.

Infrastructure Preventative Maintenance Inspections will provide operational test and alignment, on the customer's equipment (infrastructure or fixed network equipment only) to ensure the equipment meets original manufacturer's specifications, all of which are hereby incorporated by this reference. Infrastructure Preventative Maintenance Inspections will be performed during standard business days, 8:30 A.M. to 5:00 P.M., excluding legal holidays.

Service requirements that occur after-hours or on weekends (outside of standard business days) may be purchased by the customer at an additional fee or billed on a time and material basis.

1.0 Advanced Electronics, Inc. has the following responsibilities:

- 1.1 Schedule the PMI Annually with the customer
- 1.2 Notify the Customer of any possible System downtime needed to perform this service
- 1.3 Select and manage any subcontractors required to perform preventative maintenance on original equipment manufacturer (OEM) equipment
- 1.4 Dispatch the technical resources upon receiving Customer date(s) for Infrastructure Preventative Maintenance Inspection to be performed
- 1.5 Receive and log the following information from the customer to the MAS200 system:
 - 1.5.1 Dates to perform Infrastructure Preventative Maintenance Inspection
 - 1.5.2 Task number
 - 1.5.3 Site identification
 - 1.5.4 Customer and address
 - 1.5.5 Customer primary contact
 - 1.5.6 Access requirements
 - 1.5.7 Close Task Number upon receiving notice of completion from assigned technician or project manager
- 1.6 Have on hand equipment list including type and quantity.
- 1.7 Have on hand original equipment manufacturer (OEM) Equipment manuals for system specifications as available
- 1.8 Inspect and clean cabinets
- 1.9 Inspect:
 - 1.9.1 General circuitry
 - 1.9.2 Fault indicators
 - 1.9.3 Cables, connections and grounding
 - 1.9.4 Remove any dust, and/or foreign substances from the equipment
 - 1.9.5 Clean filters, if applicable
 - 1.9.6 Complete all preventative maintenance requirements and manufacturers specification

- 1.9.7 Measure, record and adjust the equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable
- 1.9.8 Consult equipment manuals for system specifications per system configuration
- 1.9.9 Complete and sign (by technician) system specific Infrastructure Preventative Maintenance Inspection checklist:
 - 1.9.9.1 Electronically file one copy of the system specific Infrastructure Preventative Maintenance Inspection checklist at the Advanced Electronics, Inc. office
 - 1.9.9.2 Identify any service problems that require customer or Advanced Electronics, Inc. action
 - 1.9.9.3 Schedule post PMI meeting with customer to discuss service problems or other issues that require specific action by Advanced Electronics, Inc. or by customer

2.0 Example of technician check list when performing Infrastructure PMI:

Base Station (s), Repeater (s), Control Station (s)	Transmitter modulation, RF power output/reflected RF Frequency Measured/adjusted Receiver Sensitivity Measured/ Adjusted Audio Input & Output Levels Combiner & Circulator Loss
Consoles Positions/Remotes	Audio Input & Output Levels Ethernet Operation Controller Power Supply Voltage, and AC supply Switches, Lights, CRT CEB Signal Levels Wiring and Grounding for each Position Back-up the CDM database to disk Check and Clean keyboards, CPU, CRT's
Comparators (Voting) and / or Satellite Receivers	Audio Input & Output Levels Receiver Sensitivity Measured/Adjusted Comparator power supply voltage Check for proper signal voting
UPS	Batteries Switch Over Operations

	AC/DC Voltages
Other Equipment	Check an system printers
	Check all modems for proper levels & settings

C. MOBILES

1.0 On-Site, 8:30 A.M. to 5:00 P.M., Monday – Friday, excluding legal holidays:

8:30 A.M. to 5:00 P.M., Monday – Friday, excluding legal holidays On-Site Radio Response provides for Advanced Electronics, Inc. to be on-site to analyze a problem with a mobile radio and to repair the radio on-site if possible. Response will be on the same day if possible, or the next business day, as the trouble call is received by Advanced Electronics, Inc. If a mobile radio can not be repaired in the field, Advanced Electronics, Inc. remove the radio and reinstall a FRU (Field Replacement Unit) if provided by the customer. Advanced Electronics, Inc. will then take the radio to its facility to perform the repair, return and reinstall the radio, then give the FRU back to the customer.

Mobile Radio Preventative Maintenance Inspection (PMI)

Advanced Electronics, Inc. will provide no PMI on Mobile radios during years 1, 2 and 3 of the agreement. Advanced Electronics, Inc. will provide an annual, Mobile Radio Preventative Maintenance Inspections (PMI) service to customer during years 4 and 5 of the agreement.

Mobile Radio Preventative Maintenance Inspections will provide operational test and alignment, on the customer's equipment (Mobile radio equipment only) to ensure the equipment meets original manufacturer's specifications, all of which are hereby incorporated by this reference. Mobile Radio Preventative Maintenance Inspections will be performed during standard business days, 8:30 A.M. to 5:00 P.M., excluding legal holidays at the customer location or at an Advanced Electronics, Inc. facility depending on the Customer Service Plan agreed to.

Service requirements that occur after-hours or on weekends (outside of standard business days) may be purchased by the customer at an additional fee or charged to the customer on a time and material basis.

Mobile Radio Antenna Replacement:

Advanced Electronics, Inc. will provide to the customer, all mobile radio antenna replacements. Replacements will be new direct from the manufacturer and will meet all manufacturer and FCC requirements. Antenna replacement includes re-tuning the new antenna. One new antenna replacement per radio on maintenance agreement, during years 4 and 5 of the agreement.

- 1.0 Advanced Electronics, Inc. has the following responsibilities:
 - 1.1 Schedule the PMI Annual with the customer
 - 1.2 Notify the Customer of any possible system downtime needed to perform this service
 - 1.3 Select and manage any subcontractors required to perform preventative maintenance on original equipment manufacturer (OEM) equipment
- 1.2 Dispatch the technical resources upon receiving Customer date(s) for Infrastructure Preventative Maintenance Inspection to be performed
- 1.3 Receive and log the following information from the customer to the MAS200 system:
 - 1.3.1 Dates to perform Infrastructure Preventative Maintenance Inspection
 - 1.3.2 Task number
 - 1.3.3 Site identification
 - 1.3.4 Customer and address
 - 1.3.5 Customer primary contact

- 1.3.6 Access requirements
- 1.3.7 Close Task Number upon receiving notice of completion from assigned technician or project manager
- 1.4 Have on hand equipment list including type and quantity.
- 1.5 Have on hand original equipment manufacturer (OEM) Equipment manuals for system specifications as available
- 1.6 Inspect and clean cabinets
- 1.7 inspect:
 - 1.7.1 General circuitry
 - 1.7.2 Fault indicators
 - 1.7.3 Cables, connections and grounding
 - 1.7.4 Remove any dust, and/or foreign substances from the equipment
 - 1.7.5 Clean filters, if applicable
 - 1.7.6 Complete all preventative maintenance requirements and manufacturers specification
 - 1.7.7 Measure, record and adjust the equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable
 - 1.7.8 Consult equipment manuals for system specifications per system configuration
 - 1.7.9 Complete and sign (by technician) system specific Mobile Radio Preventative Maintenance Inspection checklist:
 - 1.7.9.1 Electronically file one copy of the system specific Mobile Radio Preventative Maintenance Inspection checklist at the Advanced Electronics, Inc. office
 - 1.7.9.2 Identify any service problems that require customer or Advanced Electronics, Inc. action
 - 1.7.9.3 Schedule post PMI meeting with customer to discuss service problems or other issues that require specific action by Advanced Electronics, Inc. or by customer

D. PORTABLES

1.0 8:30 A.M. to 5:00 P.M., Monday – Friday, excluding legal holidays; at an Advanced Electronics, Inc. facility. Customer brings equipment to Advanced Electronics, Inc.

- 1.1 Preventative Maintenance Inspection:
 - a. No preventative maintenance inspection during years 1, 2 and 3 of the agreement
 - b. Annual preventative maintenance inspection during years 4 and 5 of the agreement
- 1.2 Battery replacement, including disposal of spent battery. One battery per year, per radio, when accompanied with radio, during years 4 and 5 of the agreement
- 1.3 Belt clip replacement, one belt clip per radio when accompanied with radio, during years 4 and 5 of the agreement
- 1.4 Portable antenna replacement, one antenna per year, per radio when accompanied with radio, during years 4 and 5 of the agreement
- 1.5 On-site pick up and delivery as needed:
 - 1.5.1 Advanced Electronics, Inc. will provide for pre-scheduled pick-up and delivery of subscriber (portable) radios. All pick up and delivery will be done during regular business hours. Pick-up and delivery does not include removing equipment from vehicles, consoles, etc. or re-installing equipment after repair. Advanced Electronics, Inc. may at its option, subcontract pick-up and delivery services, or have a non-technical employee provide services.

Equipment will be picked up from and delivered to the customer's location.

- 2. Advanced Electronics, Inc. has the following responsibilities:
 - 2.1 Add the following customer information to the Advanced Electronics, Inc. MAS 200 tracking system:

- 2.1.1 Customer name, contact and address.
 - 2.1.2 System type and equipment descriptions.
 - 2.1.3 Site identification (site names, site ids, addresses and zip codes)
 - 2.1.4 Provide equipment list including type and quantity, when available.
 - 2.1.5 Provide mutually agreed upon customer location, days of week for pick up and delivery of equipment as outlined in the Customer Maintenance Support Plan.
-
- 2.2 Use reasonable efforts to pickup and deliver equipment per the mutually agreed upon customer location and days of week. All pick up and delivery will be done during regular business hours. If a pick up and delivery cannot occur according to the pre-arranged schedule, customer will be contacted prior to the scheduled pick-up and / or delivery, to arrange a mutually agreeable alternative date and/or time for pick-up/delivery.
 - 2.3 Provide an operational check of equipment to determine the nature of the problem.
 - 2.4 Restore equipment with external defects that can be restored without opening the radio case.
 - 2.5 Remove/reinstall mobile or data equipment from vehicles as needed for servicing.
 - 2.6 Service shall be performed at the Advanced Electronics, Inc. facility during standard business days.
 - 2.7 Generate service ticket in MAS 200.

E. GENERAL TERMS AND CONDITIONS

Advanced Electronics, Inc. and the customer agree that this document will be the basis for a maintenance agreement.

The Maintenance Agreement will be in effect for 5 years. The maintenance agreement is non-cancelable and non-refundable. At the completion of the five (5) year term, the customer will have the following option:

1. To issue a new purchase order for a dollar amount that is mutually agreed to between the customer and Advanced Electronics, Inc. for another (1) year term.

After the initial term, this maintenance plan may be cancelled by either party with thirty (30) days written notice.

Advanced Electronics, Inc. agrees to provide maintenance on the equipment identified in this agreement including all parts and labor which are required to repair the equipment which has become defective due to normal wear and usage. Maintenance does not include repair of equipment which has otherwise become defective, including but not limited to damage caused by accidents, physical abuse or misuse, vandalism, water, wind, fire or acts of God, nor the elimination of interference caused solely by extraneous sources and/or signal exceeding the equipment design specifications.

Unless other wise stated, Advanced Electronics, Inc. services excludes repairs to: any transmission lines, antennas, towers or tower lighting, batteries, carrying straps, belt clips, crystals, or reeds, nor does it include the repair of optional accessories; non-standard mobile microphones; iDEN mobile microphones; portable remote speaker microphones; mobile external speakers; mobile power and antenna cables; and power supplies. Radio and battery engraving service is not covered unless an engraved battery is replaced with a new battery.

If Equipment is added to the plan subsequent to the Start Date, the units are also non-cancelable and non-refundable for the plan duration. Equipment may only be added to the plan, via a customer signed or emailed Advanced Electronics, Inc. Inventory Adjustment Form (Service Addendum). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on units received during any given month will be effective the 1st of that month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and notice of theft is provided to Advanced Electronics, Inc.; or
- b) Advanced Electronics, Inc. determines Equipment is damaged beyond repair; or
- c) Advanced Electronics, Inc. determines Equipment is no longer supportable or is obsolete; or
- d) Equipment is removed from service and notice is provided to Advanced Electronics, Inc.; and
- e) Equipment had already been under a previous contract for at least the twelve month minimum required time frame.

Equipment deletions, where applicable, will be effective at the 1st of the following month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Advanced Electronics, Inc. maintenance agreement.

F. FACTS ABOUT ADVANCED ELECTRONICS, INC.

1. In business since 1951 - 61 years.
2. State of California Certified Small Business.
3. California C-7 Contractors License.
4. Motorola Premier Service Partner: Servicing Motorola products since 1961.
5. CTS - Certified Technical Service Center, through an independent third party national industry organization.
6. Technicians are ETA certified (Electronics Technician Association), through the national third party industry organization.
7. Technicians are members of the L.A. Clean Card Program.
8. Technicians, installation and sales people are TWIX certified.
9. All service monitors utilized to service the equipment on this agreement are calibrated and certified annually.
10. Certified and trained communications tower climbing.
11. Dedicated hilltop service technicians for Southern California.
12. 24 hour, 7 day per week, 365 days per year on-site service available.
13. Automatic on-call escalation procedures.

G. INVENTORY AND PRICING

5 Year Maintenance Agreement on the following equipment:

2	Repeaters
9	Control Stations
84	Mobiles
55	Portables

Total \$ 102,215.76

H. SIGNATURE PAGE

If the above mentioned terms and conditions are agreeable, please indicate so by signing this page and returning a copy to Advanced Electronics, Inc. along with your purchase order. The Maintenance Agreement will be effective from _____ through _____.

Customer Account #: 12194

David R. Torres
Customer Signature

David R. Torres
Customer Print Name

Robert W. Conrey
Signature

Robert W. Conrey, President/CEO
Print Name

City of South Gate – Public Work
4244 Santa Ana St.
South Gate, CA 90280

Advanced Electronics, Inc.
2601 Manhattan Beach Blvd.
Redondo Beach, CA 90278
310-725-0410 x201
bconrey@advancedelectronics.com

Date

11-28-2012
Date

VISIT OUR WEB SITE AT

www.advancedelectronics.com

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND
ADVANCED ELECTRONICS, INC.**

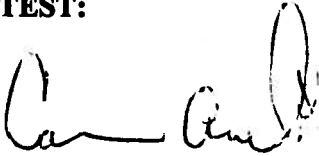
**"CITY"
CITY OF SOUTH GATE**



W.H. (Bill) De Witt, Mayor

Date: 12/18/12

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

**"CONTRACTOR"
ADVANCED ELECTRONICS, INC.**



Robert W. Conrey

Title: CEO

APPROVED AS TO FORM:



Paul F. Salinas, City Attorney

Date: 11-28-2012

EXHIBIT “D”

|

ADVANCED ELECTRONICS, INC. AND CITY OF SOUTH GATE

FCC CHANNEL SHARING AGREEMENT

Advance Electronics, Inc. is the FCC license holder of channel 173.2250 MHz. (FCC call sign WPYS793). The City of South Gate is the FCC license holder on channel 158.7600 MHz. (FCC call sign KMK250). The City of South Gate desires to continue using channel 173.2250 MHz. (licensed to Advanced Electronics, Inc.) combined with its channel 158.7600 MHz. to effectively operate a repeater channel pair. Therefore, the parties hereby agree:

1. Term:

- a. The initial term of this agreement shall be from January 1, 2013 to December 31, 2018.
- b. Upon written agreement between the parties, this agreement may be renewed with new negotiated payment terms for; (2) two additional, (5) five-year terms.

2. Payment:

- a. The City of South Gate shall make monthly payments during the first year of this agreement to Advanced Electronics, Inc. in the amount of \$248.06 per month.
- b. On January 1 of each successive year during the initial term of this agreement the monthly fee paid to Advanced Electronics, Inc. will be increased by 5%.
- c. Monthly payments are due on the first of each month.

3. Advanced Electronics, Inc. Responsibilities:

- a. Advanced Electronics, Inc. will continue to be the FCC license holder of channel 173.2250 MHz. It will ensure that the FCC license is renewed timely and that the channel will be unencumbered, except as with its normal security holders such as its major vendors and bank.
- b. Advanced Electronics, Inc. will reserve channel 173.2250 MHz. for the exclusive use of the City of South Gate during the term of this agreement and during the time frame of any negotiated renewal term(s).

4. City of South Gate Responsibilities:

- a. The City of South Gate shall have the exclusive right to use channel 173.2250 MHz., which is licensed by the FCC to Advanced Electronics, Inc.
- b. The City of South Gate shall continue to use its channel 158.7600 MHz. on FCC call sign KMK250 MHz. as one-half of the currently used "repeater channel."
- c. The City of South Gate shall keep its FCC license current and in good standing on channel 158.7600 MHz. *The expiration date of channel 158.7600 MHz. on call sign KMK250 is March 30, 2013.*
- d. The City of South Gate shall make regular monthly payments to Advanced Electronics, Inc. and shall not fall into arrears.

5. Default:

- a. Either party to this agreement shall be in default if its FCC license is not renewed timely and thereby is taken back by the FCC. The loss of the FCC licenses identified in this agreement due to circumstances or factors beyond the license holder's control will not constitute a default, but will cause this agreement to be terminated with no liability to either party.
- b. The City of South Gate shall be in default if timely payment is not made to Advanced Electronics, Inc. A default for non-payment can be cured if payment is made within 30-days of written notice from Advanced Electronics, Inc. to the City of South Gate.

6. Termination:

- a. Termination of this agreement will be at the end of the initial term, provided that the parties do not agree to renew this agreement.
- b. Uncured default will result in the termination of this agreement.
- c. At the time of termination of this agreement for any reason, Advanced Electronics, Inc. will rescind its authorization for the City of South Gate to use its FCC licensed channel 173.2250 MHz. on call sign WPYS793.
- d. At the time of termination of this agreement for any reason, the City of South Gate agrees that it will immediately discontinue use of FCC channel 173.2250 MHz. that is licensed to Advanced Electronics, Inc. The City of South Gate also agrees to allow Advanced Electronics, Inc. on to its property to electronically (via reprogramming), remove its channel

173.2250 MHz. from city owned radio equipment. The City of South Gate agrees to pay Advanced Electronics, Inc. its then time and material rates to perform the reprogramming of city owned radio equipment.

7. Prior Negotiations:

This agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

8. Notice:

Any notice given to either party or notice either party may desire to give in connection with this agreement shall be in writing and sent by certified mail to the address of the party specified herein. Either party may change its address for purpose of this paragraph by providing written notice to the other party.

9. Applicable Law:


The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with and be governed by the laws of the state of California. All legal actions must be brought in the Federal Courts of the Central District of California or the Superior Courts of the State of California, county of Los Angeles.

10. Headings:

The paragraph heading herein are used only for the purpose of convenience and shall not be deemed to limit the subject of the sections of this agreement or to be considered in the construction.

11. This agreement supersedes all other written agreements.

BY EXECUTING THIS AGREEMENT THE PARTIES HEREBY AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS:




Robert W. Conrey
CEO / President
Advanced Electronics, Inc.

Date: 11-28-2012

Advanced Electronics, Inc.
2601 Manhattan Beach Blvd.
Redondo Beach, CA 90278

Office: 310-725-0410 Ext. 201
Cell: 310-629-0981
Email: bconrey@advancedelectronics.com



Name
Title: Field Operations Manager
City of South Gate

Date: 12-19-12

City of South Gate
Public Works Department
Field Operations
4244 Santa Ana Street
South Gate, CA 90280-3075

Office: _____
Cell: _____
Email: _____

ADDENDUM TO FCC CHANNEL SHARING AGREEMENT

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

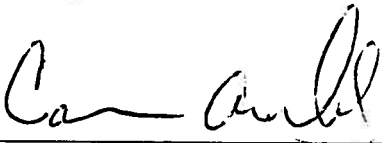
"CITY"
CITY OF SOUTH GATE



W.H. (Bill) De Witt, Mayor


Date: 12/18/12

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

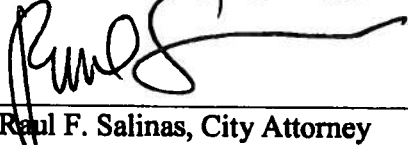
"CONTRACTOR"
ADVANCED ELECTRONICS, INC.



Robert W. Conrey

Title: CEO

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

Date: 11-28-2012

EXHIBIT "E"

COMMERCIAL WARRANTY

General Information

This warranty applies within the fifty (50) United States, the District of Columbia and Canada.

LIMITED WARRANTY MOTOROLA COMMUNICATION PRODUCTS

If the affected product is being purchased pursuant to a written Communications System Agreement signed by Motorola, the warranty contained in that written agreement will apply. Otherwise, the following warranty applies.

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

Motorola Solutions, Inc. or, if applicable, Motorola Canada Limited ("Motorola") warrants the Motorola manufactured radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of One (1) Year from the date of shipment.

Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance or service of the Product.

Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

II. GENERAL PROVISIONS:

This warranty sets forth the full extent of Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

III. HOW TO GET WARRANTY SERVICE:

Purchaser must notify Motorola's representative or call Motorola's Customer Response Center at 1-800-247-2346 within the applicable warranty period for information regarding warranty service.

IV. WHAT THIS WARRANTY DOES NOT COVER:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B. Defects or damage from misuse, accident, water, or neglect.
- C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D. Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E. A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F. Product which has had the serial number removed or made illegible.
- G. Batteries (they carry their own separate limited warranty).
- H. A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.
- I. Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- J. That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
- K. Normal and customary wear and tear.
- L. Non-Motorola manufactured equipment unless bearing a Motorola Part Number in the form of an alpha numeric number (i.e., TDE6030B).

V. GOVERNING LAW

In the case of a Product sold in the United States and Canada, this Warranty is governed by the laws of the State of Illinois and the Province of Ontario, respectively.

VI. PATENT AND SOFTWARE PROVISIONS:

Motorola will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or its parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- A. that Motorola will be notified promptly in writing by such purchaser of any notice of such claim;
- B. that Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- C. should the Product or its parts become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit Motorola, at its option and expense, either to procure for such purchaser the right to continue using the Product or its parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or its parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or its parts as established by Motorola.

Motorola will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or its parts furnished hereunder with software, apparatus or devices not furnished by Motorola, nor will Motorola have any liability for the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Product. The foregoing states the entire liability of Motorola with respect to infringement of patents by the Product or any its parts thereof.

Laws in the United States and other countries preserve for Motorola certain exclusive rights for copyrighted Motorola software such as the exclusive rights to reproduce in copies and distribute copies of such Motorola software. Motorola software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such Motorola software or exercise of rights in such Motorola software is permitted. No license is granted by implication, estoppel or otherwise under Motorola patent rights or copyrights.



Labor Warranty Guidelines

Document Update — Issue # 17

The following updates are being made to the Labor Warranty Guidelines (LWG). The LWG document still contains details on all other labor warranty policies and procedures, but the following are the specific key areas that have been changed from the last release of LWG issue #16:

- Added "and deemed necessary to correct a factory defect in the product" in the introductory paragraph to provide clarification of the purpose for labor warranty reimbursement. Page 3
- Clarified wording on how Date of Sale information should be provided. Page 3
- Added NOTE #2 under Pricing and Profitability to clarify that the sole purpose of extending the P&P # is for an extension of the warranty period. Page 3
- Established "Not-To-Exceed" labor rates based on service partner tier level. Page 4
- Updated location address in MOL for changing email for receiving notifications (Note #1 under Reject). Page 5
- Correction to place the Professional Series radios back into the "Branded Subscriber" section. Page 6
- Added list of authorized Repair Type codes. Page 7-8
- No labor coverage for third party applications installed in MOTOTRBO subscribers. Page 9
- Replaced the requirement to open a sub-case for SP Authorization with the following, "notifies the SSC call center or TSO representative that an SP Authorization Number will be requested". Page 10
- Added clarifying wording that SP Authorization for software/hardware upgrades must be obtained before the work is performed. Page 10
- Deleted the SSC fax since it is no longer used. Page 12

NOTE: NEW RATES ARE NOT VALID FOR PREVIOUS CLAIMS AND APPLY ONLY TO NEWLY ENTERED CLAIMS GOING FORWARD

These Labor Warranty Guidelines supersede all previous editions and are effective January 10, 2011.



LABOR WARRANTY **GUIDELINES**

ISSUE # 17

For Use by Motorola National Service Representatives

**** US Domestic Only ****

These Guidelines Supersede All Previous Guidelines and Supplements

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STATEMENT OF LABOR WARRANTY

Motorola's Standard Commercial Warranty provides reimbursement for labor to replace or repair defective parts for a period of one (1) or two (2) years, *depending on the product*, from date of shipment. This is for work done during normal business hours and deemed necessary to correct a factory defect in the product. Motorola reserves the right to reduce or deny any claim that is not in compliance with this Labor Warranty Guidelines (LWG).

IDENTIFICATION OF LABOR WARRANTY PERIOD

Warranty on all products begins at shipment. When it expires is based on one of the following factors:

SERIAL NUMBER—the 5th and 6th characters of a serial number indicate the year and the month a unit was manufactured / shipped. For an example see the "*Warranty Date Code Calendar*" page 12.

NOTE: Dates listed in the MOL Warranty Date Verification database *will* apply.

DATE OF SALE—when the end-user customer purchases equipment from an Authorized Dealer, the warranty begins on the *actual Date of Sale*. A copy of the dated sales receipt or invoice must be faxed or emailed to the Warranty Analyst, see "*Important Contact Phone / Fax Numbers*" page 12. The Exceptions Notes text box on the claim must contain reference to how the document was forwarded, and the actual date of sale must be typed in the SP Authorization Number field on the claim submission (e.g. SOLD 01-01-08).

NOTE #1: Date of delayed customer shipping / pick up, date of initial programming, or delayed billing / invoicing for installs when not done under a Motorola IA do not apply.

NOTE #2: Unless a Motorola Installation Agreement (IA) was purchased by the customer, dates listed on a document as the invoice / billing date, do not apply when there was a delay pending completion of equipment installation. Warranty in these cases begins upon manufacture / shipment of the equipment from Motorola.

NOTE #3: This Date of Sale exemption does not apply to Above Price Book (APB) equipment sales. The warranty start date for APB sales will be the date of shipment.

MOTOROLA INSTALL AGREEMENT—when a customer purchases a Motorola Install Agreement (IA), regardless of the quantity / type of equipment purchased, the warranty begins on the *actual date of install completion*. Copies of the required documentation that must be faxed or emailed to a Warranty Analyst would be either:

- A Motorola Installation Completion Certificate (if issued), **OR**
- The Motorola Install Agreement Subcontract itself **AND** the National Service Representative's final billing workticket to Motorola, which lists the actual physical date of install completion.

A reference of the document(s) being forwarded should be typed in the Exceptions Notes text box on the claim, and the actual date of install completion must be typed in the SP Authorization Number field (e.g. IA DONE 01-01-08). Also see "*Important Contact Phone / Fax Numbers*" page 11.

NOTE #1: If the equipment is installed *without* a Motorola IA, the warranty will expire based on the serial number manufactured / shipped date, or the Dealers date of sale.

NOTE #2: Dates listed on any type of customer 'Install / Project Acceptance' documents / certificates do not apply.

PRICING AND PROFITABILITY NUMBER—when the end-user customer purchases a large system, Motorola may issue a Pricing and Profitability number (P&P #) to extend the length of the standard warranty period on the entire system. These warranty terms are defined as; *one year from acceptance not to exceed (NTE) a total of 18 months from shipment*. The P&P # must be typed in the SP Authorization Number field (e.g. 12345). The Motorola Salesperson or Program Manager should be able to provide this number. All other LWG policies and rates still apply under a P&P #. Claims for factory warranty defects can be submitted prior to the actual acceptance of the system as long as the unit is still within 18 months from shipment.

NOTE #1: If an extension of the original bid terms is needed beyond the 18 months from shipment, the Motorola PM / CSM should contact the Pricing and Profitability Department to renegotiate the warranty period.

NOTE #2: The P&P # only extends the length of the warranty period but does NOT change the items covered or conditions for reimbursement otherwise stated in the LWG.

GENERAL CLAIM INFORMATION

Claims are submitted through the Motorola On Line (MOL) web page, located at <https://businessonline.motorola.com>. A warranty ID and password are required to access the claim site. If access is needed, the MOL Customer Service helpdesk should be contacted at 1-800-814-0601. Separate claims must be submitted for each unit repaired.

60-DAY CLAIM REQUIREMENT—for timely analysis of technical data for Motorola's Quality Assurance Program, all claims must be submitted within 60 calendar days from the *date of repair*, or they will be rejected.

NOTE #1: This 60-day requirement also applies to previous billing errors, claims / worktickets lost or misdirected, claims / worktickets held until customer pick up of unit, claim / workticket delays on re-installations, or claims / worktickets held for an extended amount of time until unit was determined to be working properly.

NOTE #2: We recommend processing requests for SP Authorization Numbers are made prior to the SSC technical support case being closed so that the request can be reviewed and if approved, the claim submitted before the 60 day period expires.

SUBSCRIBER—these are products that are easily moved or handled, such as portables, mobiles or data units.

INFRASTRUCTURE—this is equipment that is 'stationary' or 'fixed', such as consoles, repeaters, or controllers, and is usually located at a customer's remote site.

APC CODE—the **A**ccounting **P**roduct **C**ode identifies which Product Group owns that product line. The APC is the first three digits of any Motorola serial number (e.g. in serial number 123ABC0000, the APC code is 123).

SP AUTHORIZATION NUMBER —is validation for *non-standard* warranty issues, such as a date of sale, an IA completion date, a P&P #, a one-time alpha-numeric SP Authorization Number, or FSB bulletin number.

NOTE: When there is more than one type of number, type one in the SP Authorization Number field and type the other into the Exceptions Notes text box.

NATIONAL SERVICE REPRESENTATIVE SIGNATURE—needed to protect both the National Service Representative and Motorola from unauthorized use of claims. The signature is the name of the person who certifies, and indicates responsibility, that all information entered or selected on the claim is *true and correct*. The signature must contain a first and last name, or the claim will be rejected.

PAYMENT—warranty claims are processed on the same check or EFT as APOs and other workticket payments. Claims are identified on the payment stub preceded by 'WAC', then followed by the six-digit claim number (e.g. WAC123456).

LABOR RATE —Payment amount will be based on the National Service Representative's normal hourly rate, **NOT-TO-EXCEED** the following:

Premier Service Partner (PSP) - \$115
 Motorola Service Partner (MSP) - \$95
 Warranty Repair Center (WRC) - \$75

CLAIM REVIEW

WITHOUT EXCEPTIONS—these claims contain all the correct information, pass all the MOL system edits and do not generate any exception messages. They are approved and sent automatically to Motorola's Accounts Payables Department. Once the claim shows Paid in MOL, the check number and payment date will be listed on the inside of the claim.

WITH EXCEPTIONS—these claims do not contain all the correct information and do not pass all the system edits. **Exceptions Messages** will indicate what information needs to be addressed and corrected. Once detailed notes, explaining each exception has been entered into the **Exceptions Notes** text box, the claim goes into Submitted status for final review by a Warranty Analyst.

- **REJECT**—notes detailing the reject reason(s), will be entered inside the claim. If corrections can be made, search for and then open the rejected claim. Click on the **Create Corrective Claim** button feature at the bottom of the claim. This opens a 'new' claim, which auto-populates data from the first page of the original rejected claim. Corrections for each reject reason can then be made following through the normal claim processing steps.

NOTE #1: MOL generates and sends an email to the National Service Representative as notification of a claim reject and the reason(s) why. The National Service Representative is responsible for keeping their email address current under MOL > Settings > Preferences > General Settings in order to receive these notifications.
NOTE #2: A Corrective Claim must be made within 30 calendar days of the rejection date, or it will be re-rejected.

- **SHORT PAY**—notes detailing the short pay reason(s) can be found inside the claim.

CLAIM INQUIRY / SEARCH / FIELD DESCRIPTIONS

Refer to the MOL Labor Warranty Claims Reimbursement Training Package located under:
Resource Center > Services > Service Transactions > Work ticket and Warranty Processing

REPAIR TYPE / TROUBLE CORRECTED

REPAIR—resolutions made *without* replacing any parts. See "*Kit / Part / Circuit*" information below.

REPLACE—resolutions made when parts *are* replaced or added. See "*Kit / Part / Circuit*" information below.

ALIGNMENT—labor / shipping charges for *any* type of alignment, on *any* type of equipment, done by a National Service Representative, or sent in to a Depot to have them do the work, are not reimbursed without an SP Authorization Number or FSB bulletin number indicating labor was authorized.

REPROGRAM—labor / shipping charges for *any* type of Reprogram / Upgrade / Reloading the OS / Re-imaging on *any* type of equipment, done by a National Service Representative, or sent in to a Depot to have them do the work, are not reimbursed without an SP Authorization Number or FSB bulletin number indicating labor was authorized.

DEPOT—when units are sent to a Motorola Depot, or back to the OEM Depot for 3rd Party Vendor units.

NO TROUBLE FOUND (NTF)—when the customer complaint cannot be confirmed after complete testing of the unit.

NOTE #1: A specific customer complaint must be selected when repair is NTF.

NOTE #2: Claims for *multiple NTF* issues must reference an SP Authorization Number. See "*Multiple Repairs Not Related to a Bulletin*" page 11.

CHARACTERIZATION—when the SSC dispatches a National Service Representative to a customer's remote site for information / reports. Charges are not reimbursed without an SP Authorization Number or FSB bulletin number indicating labor was authorized.

KIT / BOARD NUMBER—a component also known as a card, chassis, or housing which is made up of multiple parts and is identified by alpha-numeric characters such as: NTN1234A, N1812B, and H1453. This number may also be referred to as a 'model number' and may be required for all types of equipment when Repair and Replace "*Repair Type*" codes are used.

PART NUMBER—identified by alpha-numeric characters such as: 6580283E06, 0180355A80. In most cases, a part number is a specific component of a kit / board, and is required for all types of equipment when Repair and Replace "*Repair Type*" codes are used. If the part is associated with a kit / board, then that number may be required too.

CIRCUIT DESIGNATION / LOCATION CODE NUMBER—alpha-numeric designator such as: F501, MK401, or U6. This *Exploded View* number can be found on the schematic or in the manual, and can also be referred to as a 'reference symbol'. These numbers pinpoint the specific location nearest the failure or repair, and may be required for all equipment when Repair and Replace "*Repair Type*" codes are used, and a specific part number is not available.

ALLOWABLE CHARGES FOR MOTOROLA MANUFACTURED UNITS

NOTE: All internal Motorola technical teams will utilize the Finance approved internal charge rates for all labor.

DATA

- **LABOR**—for sending units in to a Motorola / OEM Depot only. No other "*Repair Type*" codes are authorized unless otherwise noted.
- **TRAVEL**—not reimbursed unless otherwise noted.
- **VEHICLE MILES**—not reimbursed.
- **FREIGHT**—not reimbursed unless otherwise noted.

APC's—**201, 314**

- **LABOR**—\$45 flat rate.

APC's—**170, 312, 503, 589, 629, 689, 858**

- **LABOR**—\$35 flat rate.

APC's—311, 523

- LABOR—1/2 hour max as defined by LABOR RATE on page 4.
 - TRAVEL—1 hour max as defined by LABOR RATE on page 4.
- NOTE:** Labor and travel charges *combined* cannot exceed a total of \$100.00.

APC's—381, 403, 680 (Infrastructure)

- LABOR— as defined by LABOR RATE on page 4: 2 hours max for repairs, replacements, SSC board / FRU exchanges, and sending unit in to Motorola / OEM Depot and 1 hour max on NTF, resets, reboots, and recycling of power.
- TRAVEL— number of actual travel time reimbursed at the hourly rate as defined by LABOR RATE on page 4.
- FREIGHT—actual freight costs only. A copy of the receipt showing the charge must be faxed /emailed in to the Warranty Claim Analyst. Charges for materials, or time spent on phone or to package and send, are not reimbursed.

APC—171 (DP-2 and MVE)

- LABOR— 2 hours max as defined by LABOR RATE on page 4. All "Repair Type" codes are authorized.
- TRAVEL—1 hour max as defined by LABOR RATE on page 4.

APC's— 343, 508, 736 (ML, VRM, MVA)

- LABOR—1 hour max as defined by LABOR RATE on page 4. All "Repair Type" codes are authorized.
- TRAVEL—1 hour max as defined by LABOR RATE on page 4.

BRANDED SUBSCRIBERS

Mission Critical - APC's - 278, 500, 588, 655, 658, 728, 778 and the following:

- XTS2500 - 205, 407
- XTS5000 - 310, 320, 721
- XTL2500 - 514, 518
- XTS/MT1500 - 887

Professional APCs:

- CDM1550LS+ (UHF, VHF, 200, 700) - 001
- EX500.EX560 XLS.EX600 XLS - 004
- PR860 - 008
- HT1250LS+ (UHF, VHF, 200, 700) - 008
- XPR 8550 - 037
- XPR 4550 - 038
- CDM750 - 103
- CDM1250 - 109
- PM1200- 159
- XPR 4380 & XPR 4580 - 475
- PM1500 - 483
- XPR 8300 - 484
- XPR 4350 - 583
- PR1500 - 626
- HT750 & MTX850 LS - 672
- HT1250 - 749
- MTX8250 LS - 749
- XPR 8380.XPR 8580 - 777
- CDM1550 LB - 792
- HT1550 XLS - 841
- MTX150.1500.1550 PP VHF (Can only) - 921
- MTX450.4500.4550 PP UHF (Can only) - 921
- MTX8250 PP.MTX850 PP 800 - 921
- MTX9250 PP.MTX950 PP 900 - 921
- XPR 6350 - 977

Portables

- LABOR—see “*Branded Subscriber Level Descriptions*” below.
- TRAVEL—not reimbursed.
- VEHICLE MILES—not reimbursed.
- FREIGHT— not reimbursed.

Mobiles (Includes Consolettes)

- LABOR—see “*Branded Subscriber Level Descriptions*” below.
- TRAVEL—\$70 per hour max not to exceed 2 hours and only reimbursed if customer is using the mobile as a base, control station, or an RF Modem, or if the mobile is in an ambulance or fire truck. The reason for travel must be included in the Exceptions Notes text box on the claim. Reimbursement for special circumstances requires an SP Authorization.
- VEHICLE MILES—not reimbursed.
- FREIGHT— not reimbursed.

• **BRANDED SUBSCRIBER LEVEL DESCRIPTIONS**

- **Level I - \$20 Portables and Mobiles**
Shipping entire radio in to the Depot for repair and for no trouble found (NTF).
- **Level II - \$35 Portables and \$45 Mobiles**
Repair / Replacement of *external* radio components performed by the National Service Representative themselves.
- **Level III - \$70 Portables and \$80 Mobiles**
Repair / Replacement of *internal* radio components performed by the National Service Representative themselves.

NOTE #1: Level II and Level III reimbursements are authorized when National Service Representative performs a repair / replacement on the first four (4) radios of the same type requiring the same repair. For more than four (5 or more) radios, please see “*Multiple Repairs Not Related to a Bulletin*” on page 11

NOTE #2: Labor / shipping charges for any type of alignments or (re)programming are not reimbursed if needed after a Level I, II or III repair performed by a National Service Representative, or if sent in to a Depot by a National Service Representative to have the Depot perform the work.

NOTE #3: Charges for repairs / replacements of accessories (e.g. batteries, antennas, chargers, mics, control heads, control cables etc.) are not reimbursed for labor. They are covered under *parts warranty replacement* only.

COMMERCIAL TIER MOBILE AND PORTABLES SUBSCRIBERS (Conventional Branded)

APCs:

- CP 150 & CP200 – 018
 - PR400 – 442
 - CM200 & CM300 – 922
 - PM400 – 019
- LABOR—see ComLevel Repair Types and rates below.
 - TRAVEL—not reimbursed.
 - VEHICLE MILES—not reimbursed.
 - FREIGHT— not reimbursed.

NOTE #1: These are for repairs performed by the National Service Representative, not done at the Depot.

NOTE #2: The only “*Repair Type/Trouble Corrected*” codes authorized on the claim are those shown below.

ComLevel 1 Repair Types - \$15 flat rate

- Tighten Hardware – (code # 1108 or # 1109)
- Reseated Hardware – (code # 1308 or # 1309)
- Adjust Part – (code # 1408 or # 1409)
- Replace Defective External Part – (code # 2708 or # 2709)
- Replace for Customer Satisfaction (PLAN X) – (code # 2108 or # 2109)

Com Level 2 Repair Types - \$35 flat rate

Repair Circuitry – (code # 1008 or # 1009)

Solder – (code # 1608 or # 1609)

Replace Defective Internal Part – (code # 2008 or # 2009)

MOTOROLA (SCHAUMBURG) MANUFACTURED INFRASTRUCTURE (Consoles, Repeaters, Controllers, etc.)

- LABOR— as defined by LABOR RATE on page 4: 2 hours max for repairs, replacements, SSC board / FRU exchanges, and sending a unit in to the Depot, and 1 hour max on NTF, resets, reboots, and recycling of power.
- TRAVEL— number of actual travel time reimbursed at the hourly rate as defined by LABOR RATE on page 4.
- VEHICLE MILES—not reimbursed.
- FREIGHT—actual freight costs only. A copy of the receipt showing the charge must be faxed or emailed in. Charges for packing materials, time spent on the phone, or to package and send, will not be reimbursed.

NOTE: Labor / shipping charges for any type of alignment, (re)programming, reloading the OS, re-imaging, done by a National Service Representative, or sent in to a Depot to have them do the work, are not reimbursed without an SP Authorization Number or without an FSB bulletin number that indicates that labor allowance is authorized.

MINITOR PAGING

APC's—~~139-Minitor V, 253-Minitor III, 839-Minitor IV~~

- LABOR—SP Authorization Number or FSB bulletin number required.
- TRAVEL—not reimbursed.
- VEHICLE MILES—not reimbursed.
- FREIGHT—not reimbursed.

3RD PARTY / DROP SHIP / ORIGINAL EQUIPMENT MANUFACTURER (OEM) INFRASTRUCTURE

Non-Motorola manufactured products are covered by the terms of the OEM's commercial warranty. Those warranties typically provide one (1) year on parts and labor. Exceptions to the OEM's policy are limited to those situations where all the following criteria are met:

- Special terms were included in the end-user customers contract **AND**.
- Those terms were documented in a Bid & Quote Agreement, where applicable, **AND**.
- The OEM and / or sourcing organization agreed to those terms in writing.

The Motorola Salesperson, Project Manager (PM), or Customer Support Manger (CSM), should be contacted for help in obtaining information if it is unavailable to a National Service Representative. There are four (4) requirements for every claim:

- #1 - **MOTOROLA MODEL NUMBER**—the valid Motorola model number can be found on either the *supplier packing slip*, or *line item report*. The model number may have a "D" in the middle of a 3-character prefix (e.g. TDN, BDN, CDN, RDN, RDB, RDC), or it may have a two-character prefix (e.g. "DS", "DQ", "MW") typically followed by the supplier's model number of additional alpha and / or numeric characters. This number must be typed in the Model Number field on the claim.
- #2 - **APC CODE**—the applicable APC can be found on the *line item report*, and must be typed in the Serial Number field on the claim. Seven (7) x's must be typed in after the APC code to complete the 10-digit requirement for that field (e.g. 123xxxxxx).
- #3 - **PROOF OF IN-WARRANTY STATUS**—see page 3 for detailed explanations and required documents.
- #4 - **OEM SERIAL NUMBER**—must be typed in the Exceptions Notes text box.

ALLOWABLE CHARGES

- LABOR— based on hourly amount as defined by LABOR RATE on page 4: 2 hours max for Depot repairs which includes; troubleshooting, shipping, re-installation, and testing after receipt from the Depot, and 1 hour max on NTF, resets, reboots, and recycling of power. All OEM equipment requiring component repair or replacement is designated as Depot Repair Only, with 'Depot' being either the System Support Center (SSC) or the OEM Vendor itself. Initial contact, regarding a defective OEM unit, *must first* be made through the SSC, who will then provide instructions to the National Service Representative / Customer on whether the unit will need to be sent in to the SSC or be sent directly in to the OEM Vendor.
- TRAVEL—number of actual travel time reimbursed at the hourly rate as defined by LABOR RATE on page 4.
- VEHICLE MILES—not reimbursed.

- **FREIGHT**—actual freight costs only. A copy of the receipt showing the charge must be faxed or emailed to the Warranty Analyst. Charges for packing materials, time spent on the phone, or to package and send, are not reimbursed.

NOTE #1: If the OEM warranty has expired and a vendor or subcontractor bills for any labor / parts / freight / travel / mileage, that *actual invoice total only* amount can be added to the claim as long as the Motorola warranty *is still valid*. Charges by a National Service Representative for any extra time spent, materials, packing, phone calls, etc., will *not* be reimbursed. The invoice amount should be typed into the Freight field on the claim, and a note must be included in the Exceptions Note text box explaining that the 'freight' is the invoice amount. A copy of the vendor / subcontractor invoice must be faxed or emailed in to the Warranty Analyst or the claim will be rejected.

NOTE #2: All other claim fields must be completed.

NOTE #3: All claims submitted for E911 equipment issues must reference an SSC Case Number.

NOTE #4: Equipment ordered / purchased directly from a vendor without going through the Motorola Drop-Ship Department will not be supported by Motorola factory warranty, even if those units work with, or are a part of, a Motorola purchased system.

NOTE #5: Labor / shipping charges for any unauthorized field repairs / replacements, alignments, (re)programming, reloading the OS, re-imaging, done by a National Service Representative, or sent in to Motorola / OEM Depot to have them do the work, are not reimbursed without an SP Authorization Number or FSB bulletin number indicating labor was authorized.

CHARGES / REPAIRS NOT REIMBURSED BY LABOR WARRANTY

- SALES TAX
- CHECK OUTS
- PREVENTATIVE MAINTENANCE (PM) / FCC CHECKS
- LEVEL SETTING, ADJUSTMENTS, OPTIMIZATION
- OVERTIME AND AFTER HOUR RATES
- PARTS REPLACEMENTS
- ATTEMPTED REPAIRS OF A UNIT
- REPAIRS TO MOTOROLA EQUIPMENT DUE TO USE OF NON-AUTHORIZED MANUFACTURERS PRODUCTS
- PHYSICAL, ACCIDENTAL, LIQUID OR CHEMICAL DAMAGE
- USER / OPERATOR ERROR
- ACCIDENTS OF NATURE
- RF INTERFERENCE
- TELCO RELATED ISSUES
- POWER COMPANY RELATED ISSUES
- 48-DAY REPLACEMENTS
- INSTALL ERRORS
- SALES ERRORS
- SOFTWARE / FIRMWARE RELATED ISSUES
- SHIPPING DAMAGE OR LOST PACKAGES
- TEST EQUIPMENT
- MORE THAN 1 TECHNICIAN WORKING THE SAME ISSUE AT THE SAME TIME
- STOLEN MERCHANDISE
- TELEPHONE SUPPORT—with / to end user customer
- 3rd PARTY APPLICATIONS RUNNING IN MOTOTRBO PRODUCTS (these products are supported directly by the application developer with no labor warranty coverage from Motorola. Please obtain service and warranty support directly from the company that developed the product)

OBTAINING SP AUTHORIZATIONS

Call the System Support Center (SSC) Technical Support Operations (TSO) Support Team at 1-800-927-2744 and follow the applicable extension prompts for post-sales support for the specific product type.

DATA

BRANDED SUBSCRIBERS

COMMERCIAL TIER SUBSCRIBERS

PAGING

ALL INFRASTRUCTURE (Motorola Manufactured, Data, 3rd Party / OEM)

NOTE #1: SP Authorization Numbers are required for the use of tower climbing subcontractors, 3rd Party / OEM subcontractors, and unusual modes of travel / transportation, (such as snow cat, snowmobile, helicopter, boat) must be negotiated and pre-approved by the SSC Leader-On-Call and through the SP Authorization Number request process *prior* to hiring the contractor, or making the travel trip.

NOTE #2: Requests for extra on-site labor, over the standard two (2) hours will be declined unless the National Service Representative follows these three (3) criteria: Opens an SSC technical support case between the two and three hour milestones, **AND** notifies the SSC call center or TSO representative than an SP Authorization Number will be requested, **AND** utilizes the SP Authorization Request Form located in MOL under: Resource Center > Services > Warranty Information.

NOTE #3: Other claim requirements:

- Requests for SP Authorization Numbers and the filing of the associated claim must be completed within the "**60-Day Claim Requirement**", see page 4 for details.
- Claims rejected for SP Authorization discrepancies, must be resolved by the National Service Representative and resubmitted through MOL within 30 calendar days from the date of rejection or the claim will be considered null and void.
- The alpha-numeric SP Authorization Number and the numeric technical case number must both be listed in the two applicable fields on the claim or it will be rejected. Also see 'NOTE' under "**SP Authorization Number**" page 4.
- All other standard warranty terms and conditions apply to the claim.

SOFTWARE / HARDWARE UPGRADES TO EXISTING EQUIPMENT

Charges for software / hardware upgrades on *any type* of equipment are not reimbursed unless the work was done per an SP Authorization Number issued in advance of the work being performed, or FSB bulletin indicating labor was authorized.

SENDING A UNIT IN TO MOTOROLA / OEM DEPOT

If a National Service Representative technician determines they are unable to fix the unit, it can be sent in to the Radio Support Center (RSC), the Federal Technical Center (FTC) or the System Support Center (SSC). Only *one* claim should be submitted for the entire process which includes the initial troubleshooting to verify the complaint, pulling the unit, packaging, freight, re-testing / reprogramming upon receipt from Depot, and return / reinstallation of the unit to the customer.

NOTE: RMA, RA, or Request ID #'s listed on the Depot job ticket must be typed in the RSC Request # / SSC Case # field.

DATA and BRANDED SUBSCRIBERS—call the RSC for non-Federal Customer units or the FTC for Federal Customer units for correct shipping procedures and required documentation.

ALL INFRASTRUCTURE (Motorola Manufactured, Data, 3rd Party / OEM) —call the SSC for a return material authorization (RMA, or RA) number, correct shipping procedures, and required documentation.

PLAN-X

This program involves the complete replacement of a unit that has not performed to quality standards and has had three (3) or more previous repairs made against it (FSB issues *excluded*). The request for Plan X is facilitated through the Motorola Sales Representatives. When the replacement unit is received, the defective unit should be packaged with a copy of the *new units* packing slip and a written explanation of why the unit is being Plan X'd. It should then be sent to one of the addresses below.

Infrastructure and Data Units

Motorola Radio Support Center (RSC)
Used Equipment Depot
2204 Galvin Dr.
Elgin, IL 60123

Subscriber Units

Motorola Radio Support Center (RSC)
Used Equipment Depot
2222 Galvin Dr.
Elgin, IL 60123

A warranty claim can be submitted after the defective unit has been shipped back to Motorola. The *old* model and serial numbers should be typed into the applicable fields on the claim. The *new* model and serial numbers, the address the defective unit was sent back to, and the shippers tracking number, must all be referenced in the

Exceptions Notes text box. The Repair Type / Trouble Corrected code should be selected as Replace for Customer Satisfaction on a Plan X claim.

Branded Portables	\$35
Branded Mobiles	\$45
Commercial Tier Portable & Mobile	\$15 labor only
Fixed equipment	2 hours labor, plus travel, if applicable, at Service Representative's normal hourly

MULTI-UNIT REPAIRS AGAINST A FSB BULLETIN

When specific modifications are performed per a bulletin, charges for multiple units can be added onto one claim. A common model number should be typed into the Model Number field and a common APC followed by seven (7) x's should be typed into the Serial Number field. Separate claims will need to be submitted for each customer and also per each APC code type. All of the applicable serial numbers must be typed into the Exceptions Notes text box or the list can be faxed / emailed in after the claim loads successfully in MOL. All other Additional Claims Info (kit, part, quantity, circuit code) should be typed into the claim if it was the National Service Representative who was required to do the repair at their shop. If the FSB required the National Service Representative to ship units in to a Depot, the Depot Repair Type / Trouble Corrected code should be selected. The labor allowance will be reimbursed as specified in the bulletin.

NOTE #1: Once an FSB has expired, claims for work done against the bulletin will no longer be accepted.

NOTE #2: If more than one FSB applies to a particular unit, an SP Authorization Number will be required

MULTIPLE REPAIRS NOT RELATED TO A BULLETIN

'Multiple Repairs' is defined as more than 4 similar repairs on 'different' units or more than 4 different repairs on the 'same' unit. If a Multiple Repairs issue arises that does not apply to a bulletin, an SP Authorization Number will be required prior to claim submittal. This policy also applies to numerous NTF issues, numerous Depot issues, or issues for any type of product(s) that requires all the same (and any type of) repair, replacement, alignment or (re)programming.

EQUIPMENT NOT COVERED BY LABOR WARRANTY

RADIUS—subscribers are supposed to be shipped in to a Depot by the end-user customer themselves (unless specifically stated otherwise). For infrastructure equipment, the end-user customer should go back to the Dealer who sold them the equipment, as the Dealer is responsible for warranty support. The Dealer Radius Agreement will also contain information on the correct policies and procedures. Radius APC codes include: 009, 021, 087, 088, 119, 126, 133, 134, 146, 158, 163, 164, 174, 175, 176, 186, 187, 188, 189, 192, 193, 271, 337, 444, 463, 475, 519, 583, 682, 705, 710, 717, 759, 777, 778, 779, 780, 793, 794, 795, 799, 862, and 869.

VL60—APC 705

DTR—APC 036

CP100—APC 009

CP110—APC 158

CP125—APC 246

CP185—APC 133

BPR40 (MAG ONE)—APC 027

CANOPY—APC 606

MESH—APC 683

HARMONY—APC's 529, 547

IDEN SUBSCRIBERS—APC 731, 173, 891

REPAIR SERVICE ADVANTAGE (RSA) / ENCRYPTED REPAIR SERVICE ADVANTAGE (ERSA)

End-user customers can purchase an RSA / ERSA service option for Depot repair on select mobile and portable radios. RSA / ERSA can be bought either at the time the customer purchases a unit, or it can be bought at any time within the first calendar year from the date of unit purchase. This Depot repair service is effective after the standard Motorola labor warranty expires. Once the RSA / ERSA begins, the program requires that the end-user customer forward the unit to the Radio Support Center (RSC) for RSA services or to the Federal Technical Center (FTC) for ERSA services, unless the National Service Representative and the end-user customer have a Motorola Service Agreement (SA) or other agreement between them that covers National Service Representative costs for unit pick up, shipping and handling or in-house repair of and return of the unit by the National Service Representative back to the customer. *Claims submitted through MOL for any National Service Representative shipping charges to the RSC or FTC, or for repairs made by the National Service Representative, will be rejected for units that are out of the standard labor warranty and fall under RSA / ERSA. Consult the Dealer Handbook, or contact a Motorola Customer Business Analyst at 1-800-247-2346 with any questions.*

IMPORTANT CONTACT PHONE / FAX NUMBERS

WARRANTY ANALYST—FAX # 847-578-2035 - Please put claim number on each page being faxed

TECHNICAL SUPPORT OPERATIONS (TSO) SUBSCRIBER SUPPORT, SCHAUMBURG, IL
1-800-927-2744

SYSTEM SUPPORT CENTER (SSC), SCHAUMBURG, IL—1-800-221-7144

RADIO SUPPORT CENTER (RSC), ELGIN, IL—1-800-227-8772

FEDERAL TECHNICAL CENTER (FTC), LANHAM, MD—1-800-969-6680

MOTOROLA ON-LINE (MOL) TECHNICAL SUPPORT HELPDISK—1-800-814-0801

MOTOROLA ORDER ADMINISTRATION—1-847-578-8447

MOTOROLA PARTS DEPARTMENT (AAD)—1-800-422-4210

WARRANTY DATE CODE CALENDAR

<u>Letter</u>	<u>Year</u>	<u>Letter</u>	<u>Month</u>
A	2000	A or B	January
B	2001	C or D	February
C	2002	E or F	March
D	2003	G or H	April
E	2004	J or K	May
F	2005	L or M	June
G	2006	N or P	July
H	2007	Q or R	August
J	2008	S or T	September
K	2009	U or V	October
L	2010	W or X	November
M	2011	Y or Z	December

Example Serial Number: 4 6 6 A J A 1 2 3 4 J = Year 2008 A = Month January

A one year standard warranty would expire January 31st, 2009 and a two-year standard warranty would expire January 31st, 2010.

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RECEIVED

JAN 16 2019

City of South Gate
CITY COUNCIL

Item No. 8

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

9:20am

For the Regular Meeting of: January 22, 2019

Originating Department: Public Works

Department Director: _____

Arturo Cervantes

City Manager: _____

Michael Flad

SUBJECT: AGREEMENT WITH ITERIS, INC. FOR THE TWEEDY BOULEVARD SIGNAL SYNCHRONIZATION PROJECT, LAMTA ID F7309, CITY PROJECT NO. 514-TRF

PURPOSE: The City received a grant to fund the Tweedy Boulevard Traffic Signal Synchronization Project (Project). The Project aims to improve safety and reduce congestion on the boulevard. An engineering services contract is needed to prepare construction documents.

Council Member Denise Diaz should consider recusing herself from this item, as the project is in close proximity to the property and business owned by her parents.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Iteris, Inc., to provide engineering plans, specifications and estimates for the Tweedy Boulevard Signal Synchronization Project, LAMTA ID F7309, City Project No. 514-TRF, in the amount not-to-exceed \$169,929; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Project and Agreement are budgeted in Account No. 311-790-39-9471, as summarized below:

	Metro Call For Projects	Prop C Local Return	Total
Design Services Agreement	\$100,000	\$69,929	\$169,929
Design Contingency	\$0	\$30,000	\$30,000
Construction	\$1,100,000	\$267,283	\$1,367,283
Project Management	\$100,000	\$100,000	\$200,000
Administrative and Miscellaneous	\$17,212	\$32,788	\$50,000
Total	\$1,317,212	\$500,000	\$1,817,212

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal to "Continue Creating and Protecting Strong and Sustainable Neighborhoods." The milestone identified in the 2018/19 Work Program is to begin design of the Project.

ANALYSIS: Tweedy Boulevard is a vital arterial in the City's roadway network. It provides access to a major commercial corridor as well as a commercial district known as Tweedy Mile. It also provides access to schools and residential neighborhoods. Tweedy Boulevard carries over 24,000 vehicle trips daily through a segment of roadway that has signalized intersections very closely spaced together. Poor circulation and congestion is common. Pedestrian volumes are also high as patrons frequent local businesses.

The City received a \$1,317,212 grant from the Metropolitan Transportation Authority to fund the Tweedy Boulevard Signal Synchronization Project. The Project aims to improve pedestrian and vehicular safety and relieve traffic congestion on the boulevard. More specifically, the project will synchronize 18 traffic signals along Tweedy Boulevard, between Alameda Street and Atlantic Avenue. This entails installing conduit and cabling to physically connect the traffic signals.

Tweedy Boulevard has several uncontrolled intersections. Four uncontrolled crosswalks will be analyzed. The analysis will consider pedestrian and traffic volumes, accident history, field conditions and visibility. The goal is to further enhance traffic calming measures that already exist on Tweedy Boulevard.

BACKGROUND: The Project has been awarded grant funding for its implementation. Staff is proposing that the City Council award a contract to begin its design phase.

On September 25, 2018, a Request for Proposal was released to over 17 qualified consulting firms. On October 25, 2018, proposals were submitted by five firms (see Attachment B for the complete list of proposals received).

A technical panel comprised of the Assistant City Engineer, Senior Traffic Engineer, Civil Engineer from Los Angeles County Department of Public Works and Electrical Maintenance Supervisor from the City of Lynwood interviewed the five consultants. This qualification-based selection process weighed a number of factors such as project manager and team qualifications, experience on similar projects and understanding of technical issues.

Based on the ranking criteria, Iteris received the highest ranking from the panel (see Attachment C). Iteris provides the following benefits to the project:

- **Negotiated Competitive Fees**– Iteris submitted an original fee proposal of \$270,171. After Iteris was selected by the panel, staff negotiated their fee proposal to \$169,929, while maintains the same scope of work. This amount matched the amount of the lowest fee proposal provided. In addition, Iteris’ average hourly rate is second lowest compared to the other consultants.
- **Experienced Project Manager** – Paul Frislie, P.E., Project Manager, has over 17 years of experience. Most recently, he was the project manager for the, (a) Harbor Boulevard Signal Synchronization Project for the Orange County Transportation Authority, and (b) the Los Angeles County Gateway Cities Fiber Optic Cable and CCTV Design for Los Angeles County.
- **Qualified Staff** – Iteris assembled a qualified team with experience, knowledge, and professionalism for the project.
- **Successful Track Record** – For the past 31 years, Iteris, has successfully delivered over 200 projects per year. References provided positive input about Iteris performance.

The Tweedy Boulevard Signal Synchronization Project is scheduled to start in January 2019 and be completed in six months.

ATTACHMENTS: A. Proposed Agreement
B. List of Submitted Proposals and Fees
C. Interview Rankings

JL:lc

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 Iteris, Inc., a Delaware Corporation ("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: **TWEEDY BOULEVARD SIGNAL SYNCHRONIZATION PROJECT, LAMTA ID F7309, CITY PROJECT NO. 514-TRF**

WHEREAS.

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: Iteris, Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

2. Representatives of the Parties and Service of Notices.

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

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

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

B. The principal representative of the Consultant shall be:

Ramin Massoumi, P.E.
Senior Vice President and General
Manager, Transportation Systems
Iteris Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

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 **\$169,929**. 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.

B. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage will be. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

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 October 25, 2018

Exhibit "B" Revised Fee Proposal dated December 10, 2018

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 31st, 2022 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 ITERIS, 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: _____
María Belén Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**"CONSULTANT"
ITERIS, INC.**

By: _____
Ramin Massoumi, Senior Vice President/
General Manager Transportation System

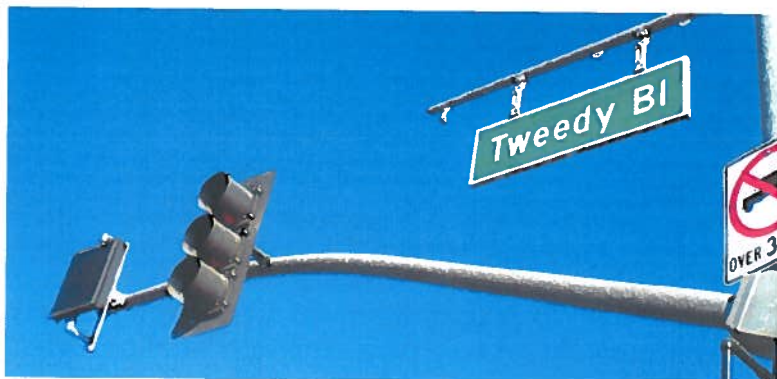
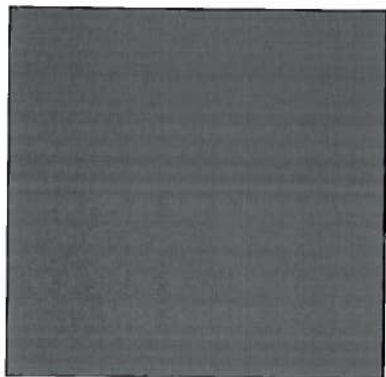
Dated: _____

iteris®

DIGITAL VERSION

Response to Request for Proposals for TWEEDY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

LAMTA ID F7309, City Project No. 514-TRF



October 25, 2018

Submitted to:



Innovating Through Informatics™

08063-359.19

I COVER LETTER

October 25, 2018

Arturo Cervantes, PE, Director of Public Works/City Engineer
City of South Gate, City Clerk's Office
8650 California Avenue, South Gate, CA 90280

Re: Proposal for Tweedy Boulevard Signal Synchronization Project, LAMTA ID F7309, City Project 514-TRF

08063-359.19

Dear Mr. Cervantes:

Iteris, Inc. (Iteris) is pleased to submit the enclosed response to Request for Proposal (RFP) to provide Traffic Signal Synchronization (TSS) services to the City of South Gate (City). Iteris is a leader in applied informatics for transportation systems and is headquartered in Southern California. The firm specializes in collecting and aggregating actionable data for contextually relevant solutions in traffic engineering, traffic signal synchronization, Intelligent Transportation Systems (ITS), and transportation planning. The firm offers a Team of highly experienced engineers, planners, and data analysts with extensive knowledge of traffic management and operations. Iteris combines its specialties to design and implement innovative informatics solutions that help government agencies and municipalities reduce traffic congestion, enhance system reliability, improve mobility and safety, and advance the development of thriving communities.

Iteris proposes Mr. Paul Frislie, PE, IMSA, as Project Manager for this project. He will be the principal contact with the City and other entities per the City's direction. Mr. Frislie will oversee work from project inception to completion, and will also be responsible for coordinating staff activities and meetings. The Iteris Team, which includes CWE Corp., will provide the City with the following distinct advantages:

Proposal Contact:
Paul Frislie, PE, IMSA
1700 Carnegie Ave., Ste. 100
Santa Ana, CA 92705
(949) 270-9597 pmf@iteris.com

- **Detailed Project Understanding.** The Iteris Team has already done much of the necessary fieldwork in preparation for this proposal. We are ready to hit the ground running! This initial effort will allow Iteris to complete the design sooner, get final approval on the design plan quicker, and meet the City's deadline of June 1, 2019 ahead of schedule, saving the City money and time.
- **Depth of Technical Resources and Expertise.** Iteris has unparalleled skills in all required traffic operations, signal timing optimization and system and communications evaluation tasks. Iteris staff have planned, designed, deployed dozens of systems including extensive hand-on experience with Econolite's CENTRACs system and provided signal timing services for thousands of traffic signals in recent years. Iteris' experience in the signal system and ITS industry is unmatched.
- **Similar Experience.** Iteris has completed projects with nearly identical services to many public agencies in southern California in the recent past. Most recently, we completed the Gateway Cities Communication design which includes proposed fiber optic cable along Firestone Boulevard in the City of South Gate including bringing fiber to the City's Traffic Management Center (TMC) located on Otis Avenue. This directly relatable experience will serve to guide the development of constructible and technically feasible plans that significantly reduce potential contractor change orders.

Thank you for the opportunity to submit our proposal. Iteris looks forward to assisting the City on this important project. Please contact me at (949) 270-9527 or rmm@iteris.com, or the designated Project Manager, Mr. Frislie, with any questions.

Sincerely,
Iteris, Inc.



Ramin Massoumi, PE
Senior Vice President & General Manager
Transportation Systems



City of South Gate

8650 CALIFORNIA AVENUE + SOUTH GATE, CA 90280 + (323) 357-9657
FAX (323) 563-9572

ARTURO CERVANTES, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

DATE: October 22, 2018

TO: Prospective Consultants

FROM: Clint Herrera, P.E., Acting City Engineer *ast*

SUBJECT: ADDENDUM NO. 1

Request for Proposals for Tweedy Boulevard Signal Synchronization Project, LAMTA ID F7309, City Project 514-TRF

This addendum consists of one (1) page.

In reference to the subject Project, the following modifications to the Request for Proposal shall be included in the consultant's Bid:

1. Revisions to the Request for Proposal as listed:

- a. **ADD** the following paragraph to Task 3 – Preliminary Engineering with the following:
Consultant shall be responsible for the preparation and submittal of all environmental documents necessary from local or state agencies. Consultant shall provide the number of hours in his/her bid under task no. 3 for the preparation and submittal of environmental documents. No additional compensation will be allowed for this task.
- b. **ADD** the following paragraph to Task 4 – Final Engineering with the following:
Consultant shall be responsible for the preparation of new timing and coordination sheets for all 18 signalized intersections within the project limits. Fine tuning of timing shall be part of the final engineering design. Consultant shall have a technician with a minimum of 10 years of experience to upload and download the new timing per city's request. New timing and coordination sheets along with time space diagrams shall be submitted to the city at the 65% and 95% submittal. No additional compensation will be allowed for any timing and coordination design, implementation, fine tuning before and after construction. Consultant shall provide the number of hours in his/her bid under task no. 4 for the preparation and implementation of the new timing.

END OF ADDENDUM #1 ADDENDUM ACKNOWLEDGEMENT

Consultant acknowledges the receipt of this Addendum Number 1 which shall be attached to the Bid.


Ramin Massoumi, PE
Sr. VP & General Mgr.

Signature and Title

10/23/2018

Date

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- Email from Metro
- Resumes

III CORPORATE DOCUMENTATION

Firm Information

Iteris is the market leader in applying informatics solutions to the transportation industry since 1987. Iteris' 433 staff have decades of expertise in traffic management, along with superior services and patented products that help detect, measure, and manage traffic and vehicular performance; minimize traffic congestion; and empower Iteris clients with solutions to better manage their transportation networks. The firm is headquartered in Santa Ana, CA with 13 offices nationwide.

Iteris team members are experts in the fields of transportation planning, traffic engineering and Intelligent Transportation Systems (ITS). Knowledge of these practice areas enables the Iteris to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation and performance monitoring. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers and transportation planners to offer an unmatched combination of talent and experience. Iteris develops and deploys innovative solutions that help agencies reduce traffic congestion, enhance transit use, monitor and manage transportation networks and provide greater access to reliable traveler information.

Iteris' knowledge and experience is directly related to this project having been providing the requested services for more than 30 years. Iteris staff have extensive familiarity with this type of project and a thorough working knowledge and proficiency in current Caltrans Design Standards, California Manual for Uniform Traffic Control Devices and National Electrical Code requirements.



Corporate Structure and Financial Stability

Iteris is a publicly traded corporation (NASDAQ: ITI), is a financially solvent firm. All public financial filings are available on the Securities and Exchange Commission website at www.sec.gov/edgar.shtml or at www.iteris.com on the Investors Relations page under SEC Filings. Key financial parameters for Iteris' fiscal year ended 3/31/18 were as follows: Total Assets \$62,886,000; Total Liabilities \$23,365,000; Stockholders' Equity \$39,521,000; Total Revenues \$103,729,000; Total Net Loss \$3,526,000. See full financial reports and explanatory footnotes in Iteris' most recently filed 10-K with the SEC, as cited above.

CORE DISCIPLINES

Iteris was founded based on the principle of providing quality solutions on time and within budget. Committed to the transportation industry, Iteris applies in depth knowledge to solve the most challenging problems associated with the movement of people and goods to enhance a growing economy. Iteris delivers precise solutions that meet customer needs and expectations in the following areas:



ITS &
Engineering



Mobility &
Analytics



Data
Insights



Smart
Communities



Connected &
Autonomous
Vehicles



Integration,
Operations &
Maintenance



Advanced
Traveler
Information
Systems



Commercial
Vehicle
Operations

Services Relevant to this Project

Iteris has extensive, relevant experience in traffic signal synchronization, and has work with several agencies throughout Southern California. Projects range from planning and design to the implementation of multimodal transportation systems.

TRAFFIC ENGINEERING

- Signal System Selection, Design, Deployment, Operation and Coordination
- Bicycle Lane Design
- Bulb-outs Design
- Intersection Modifications
- Lighting Design
- Parking Design
- Traffic Simulation
- Pedestrian Crosswalk Enhancement
- Road Widening/Realignment
- Traffic Circles Planning/Design
- Traffic Control Plans
- Training and Research
- Warrant Studies

Iteris specializes in the design, evaluation, and operation of intersections and arterials to improve the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations, and bicycle traffic. Iteris co-authored the industry standard *FHWA Traffic Control Systems Handbook* and has assisted multiple agencies throughout the U.S. in the development of signal operation standards.

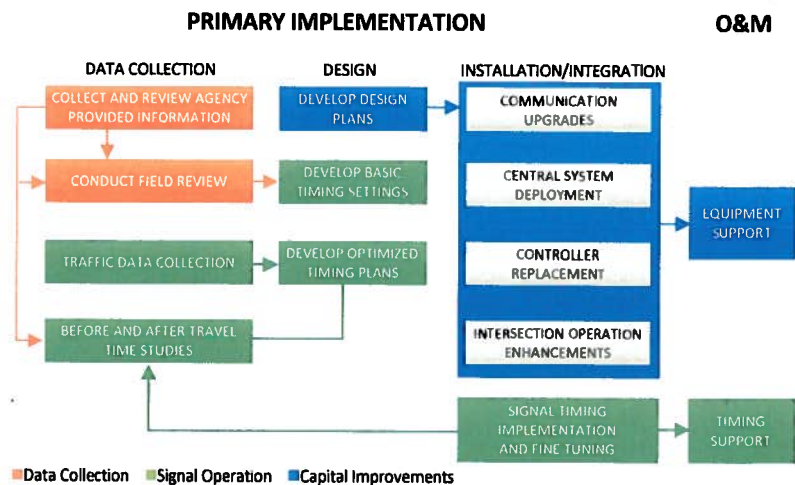
TRAFFIC SIGNAL TIMING AND SYNCHRONIZATION

- Signal timing/coordination analysis
- Inter-jurisdictional and regional traffic signal coordination optimizations
- Traffic signal phasing
- Development of arterial traffic calming measures
- Transit Signal Priority (TSP) timing
- Before and after studies
- Area-wide street network analysis
- Vehicular and pedestrian safety
- Ongoing operations and maintenance
- Construction assistance
- Training



Iteris excels in the assessment of existing traffic signal timing operations to improve the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations and bicycle traffic.

Iteris has *designed, deployed or equipped* over 1/3 of the signalized intersections in the United States. Iteris continues to innovate in developing advanced solutions to complex problems with traffic operations. Iteris has extensive experience successfully completing numerous signal timing optimization projects throughout the country.



CONSTRUCTION ASSISTANCE

- Communications Infrastructure
- Community Outreach
- Detour Plans
- ITS Surveillance Elements
- Pre-construction Planning
- Signing and Striping Plans
- Staged Construction Analysis
- Traffic Maintenance
- Traffic Management Centers
- Traffic Management Planning
- Traffic Signal Systems



Iteris helps keep traffic moving during project construction. The firm's ITS, traffic engineering, and transportation planning experts provide a dynamic combination of skills to anticipate traffic management challenges and implement traffic control plans and design during the different phases of development. Iteris has significant experience in building consensus on construction period traffic patterns among public agencies, business owners, and the public. Iteris also designs temporary installations of traffic control devices such as video/radar detectors, Dynamic Message Signs, and ramp meters that can be relocated during various stages of construction. Traffic Management Plans frequently utilize portable DMS and highway advisory radio. Iteris prepares plans for temporary parking, temporary access to adjoining properties, and transit service and mitigation measures on detour routes. Iteris is fully acquainted with many local agency and Department of Transportation guidelines and requirements for TMP. Iteris also provides program and project management assistance to during construction by serving as an extension of agency staff, directly interfacing with third-party contractors. Iteris will ensure projects are deployed according to plans and specifications, on schedule, and within budget.

DESIGN PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

- ITS Field Elements
- Communications Networks
- Traffic Management Systems
- Traffic Management Centers
- CCTV cameras
- Dynamic Message Signs
- Detection



Iteris provides agencies with state-of-the-art, cost-effective approaches to the design and implementation of ITS field elements, communications networks, Traffic Management Systems and TMCs. Iteris produces comprehensive PS&E packages for CCTV cameras, Dynamic Message Signs, detection, TMCs and communications networks. Iteris' communications designs include numerous corridor and agency-wide Gigabit Ethernet networks for traffic management and agency-Wide Area Networks, as well as older communications technologies such as SONET, ATM, and serial networks. Iteris has designed communication networks comprised of fiber optics, twisted pair cable, spread spectrum, and up to 1.4GB microwave wireless communications. Several of Iteris' communication network projects have included the procurement, integration, and installation of Ethernet and Gigabit Ethernet hardware, providing agencies with a turnkey solution to implementing a Gigabit Ethernet network. Iteris' TMC design services include feasibility analysis; functional operations and maintenance requirements; staffing analysis; conceptual layout; and final design. Iteris' innovative TMC designs incorporate not only the current requirements of the client, but also flexibility to incorporate new technologies and scalability to support future growth.

Iteris' Subconsultant



CWE is a dynamic, award-winning civil engineering firm that provides civil engineering, environmental engineering, water resources, stormwater management, and construction management services to clients throughout the Western United States. While these Architect-Engineer (A/E) industry-specific awards reflect CWE's steadily increasing client successes and commitment to maintaining a positive and supportive employee work environment, CWE clients reap the benefits of CWE's broadening repertoire of high-quality professional services, continuing proactive communication, and timely delivery of cost-effective solutions and services. CWE is a certified Disadvantaged (DBE), Minority (MBE) and Small Business Enterprise (SBE). **CWE will provide Environmental Engineering services as part of the Iteris Team.**

IV QUALIFICATIONS AND EXPERIENCE

Principal Staff Members

Mr. Paul Frislie, PE, IMSA, will serve as the Project Manager for this project and will be the principal contact with the City and other entities per the City's direction. Mr. Frislie will be responsible for coordinating staff activities, coordinating meetings, project strategy, and will oversee work from project inception to completion. For over 17 years, Mr. Frislie has been involved in several transportation and traffic engineering projects that include both planning as well as design and deployment of ITS, systems integration, and traffic signal design. Recently, he has served as the Project Manager for the Rosecrans Avenue Arterial Improvement Project, Cypress Phase 1 through 3 ITS Projects, the Newport Beach ITS Phase 5 through 8 Projects, the Santa Monica ATMS Phase 4c project. He has also been the Lead Design Engineer for the development of design plans for the L.A. County Gateway Cities ITS Design Project, Oxnard ITS Master Plan Design Project, Vermont Avenue Arterial Improvement project, the Santa Monica ATMS 4a/4b Project, SR-710 ITS Design Project, Newport Beach ITS Phase 1, 2, 3, 4 and 7 Projects and the Fountain Valley Phase IV project, as well as the Signal Construction Inspector for completion of the Oxnard ITS Master Plan and the Rosecrans and Vermont Arterial Improvements. With his extensive background and experience on other projects similar to this one, Mr. Frislie is the ideal Project Manager for the City.



PAUL FRISLIE, PE, IMSA

Education and Registrations
BS, Civil Engineering
PE, CA #72982
IMSA Traffic Signal Level I & II,
Signal Inspector Level I, Work
Zone Safety



KEY PERSONNEL

Iteris is pleased to present the following **key personnel** assigned to the project who will assist Mr. Frislie successfully deliver this project to the City.

BERNARD K. LI, EE, TE, PTOE

Role on Project
Senior Advisor

Education and Registrations
BS, Electrical Engineering
EE CA #14842
EE AZ #37241
TE CA #1763
PTOE CA #214



Mr. Li serves as a Vice President of Iteris' Transportation Systems division and has been with the firm since November 2010. He has over **30 years of experience** in providing professional services in planning, design and implementation of traffic engineering and ITS. Mr. Li has served as Project Manager or Principal-in-Charge on numerous traffic and ITS design/construction, traffic signal timing and synchronization, operational analysis, feasibility studies and municipal traffic engineering projects. His traffic engineering design expertise includes traffic signal installation, signal modification, roadway signage/stripping, street lighting, and worksite traffic control and neighborhood traffic management. Mr. Li's ITS experience comprises fiber optic communications, wireless communications, CCTV, Video-Detection System and Dynamic Message Signs. He is also highly experienced in traffic signal operations, having assisted numerous agencies in the analysis, retiming, and synchronization of traffic signals, both corridor and network wide. Mr. Li's transportation planning expertise includes traffic impact studies, parking studies, transportation master plans, signal warrant analysis and stop warrant analysis. He has served as City Traffic Engineering Consultant for many agencies, helping to resolve numerous day-to-day traffic engineering issues, including resident inquiries, plan checking, and safety evaluations.

JULIAN BARBA, JR., PE

Role on Project
Design Task Lead

Education and Registrations
BS, Civil Engineering
PE, CA #89042



Mr. Barba serves as an Engineer for Iteris' Transportation Systems division and has been with the firm since September 2015. He has **10 years of experience** working in Traffic Engineering and ITS Design and has successfully completed design projects for several local and state agencies across the West Coast, as well as private development clients. Mr. Barba's software experience includes AutoCAD 2016, MicroStation V8i, Tru-Traffic, Synchro8, and Visual Professional Lighting. **Mr. Barba is a resident of the City of South Gate and is therefore highly familiar with the road networks and traffic patterns within the City.**

ALICIA YANG, PE

Role on Project
Signal Timing
Task Lead

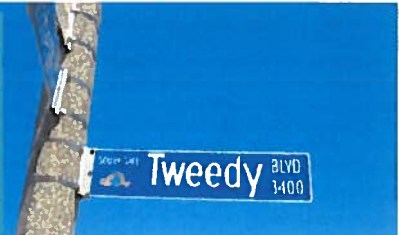
Education and Registrations
BS, Civil Engineering
PE CA #82483
PE AZ #66343
PE ID #17758
PE NE #E-16998
PE FL #84780
PE MO #2018009542
PE TX #129847



Ms. Yang serves as an Associate Vice President for Iteris' Transportations Systems division and has been with the firm since July 2005. She has **14 years of experience** working in traffic operations and engineering, transportation planning, transportation design and various types of transportation software. Ms. Yang specializes in traffic operations having worked on a number of regional signal synchronization and special events timing projects. Ms. Yang has been involved in all tasks in signal synchronization projects, from field reviews and travel time studies to implementation and field fine-tuning. Ms. Yang has also led signal timing implementation and fine-tuning training courses to City staff operating Actra and Centrac central traffic control systems. Software experience: Synchro, AutoCAD, MicroStation, PC-Travel, ArcGIS, Tru-Traffic and VISSIM. Signal controller experience: 170, 2070, D4, M52, Econolite and Multisonics. Controller firmware experience: BI Tran, C8, Econolite, NextPhase, Naztec, Omni and SEPAC. Traffic control system experience: Actra, Aries, ATMS.now, Centrac, i2, icons, Maxview, QuicNet, Transparency, TransSuite, Tactics and VMS.

Project Understanding

This section details Iteris' work plan to complete the Scope of Work for the Professional Engineering Design services for the Tweedy Boulevard Signal Synchronization Project (Project). The discussion provides a summary of the existing roadway characteristics and traffic conditions based on Iteris' recent field review, and detailed task description to complete the project successfully for the City of South Gate.



The City is pursuing signal interconnect and synchronization of 18 signals, three of which are shared with neighboring cities, along a 2.7 mile section of Tweedy Boulevard. As part of this project, Iteris will:

- Prepare interconnect plans that illustrate installation of traffic signal interconnect where none exist;
- Replace existing twisted pair copper SIC and wireless radio with new fiber optic communication
- Prepare traffic signal modification plans that indicate ITS and traffic equipment upgrades to current standards and safety recommendations;
- Identify specific intersection operation improvements;
- Develop plan for advance active signal timing;
- Deploy ITS technologies to ensure the coordinated timing remains optimized;
- Provide an analysis of pedestrian safety at four (4) uncontrolled crosswalks with in the project limits; and
- Coordinating field surveys with City staff to ensure all project needs are met.

The result of Iteris' proposed improvements will provide the City with enhanced mobility in the region, resulting in reductions in costs associated with moving people and goods, pollution and other congestion-related factors.

The Los Angeles County Metropolitan transportation Authority (Metro) has already provided approval of the project within their Sustainable Design Plan requirements. See Appendix for email correspondence from Metro.

COMMUNICATIONS

There is currently existing 12 PR#19 twisted pair cable in 1.5" conduits along Tweedy Blvd between Victoria Avenue and McNerney Avenue transitioning between north and south sides. Between Hildreth Avenue and Atlantic Avenue there is 2" conduit located on the south side of Tweedy Blvd with a 6 PR#22 twisted pair cable. All existing underground conduit infrastructure will be utilized in this project with new fiber optic cable. The proposed section of 3" conduit along Tweedy Blvd will be installed in the non-existent conduit infrastructure segments, and will include a 48 strand fiber optic cable that will bridge the gap in communication between the existing traffic signal cabinets along the project limits (see inset). The corridor of Tweedy Blvd within the project limits currently contains wireless communication at the following locations:

- Truba Avenue
- Standford Avenue
- Long Beach Boulevard
- California Avenue
- McNerney Avenue
- Alexander Avenue
- Hunt Avenue
- Hildreth Avenue



As part of the project scope, all existing wireless communication will be replaced with fiber optic communication. The communication design will close the gap along California Avenue between Tweedy Boulevard and Southern Avenue allowing the communication to connect to the main trunk line along California Avenue back to the City's TMC. Iteris' preliminary field investigation found 12 PR #22 twisted pair cable in 2" conduit that runs from the traffic signal cabinet on the northeast corner to the signals north of Southern.

Closed-Circuit Television (CCTV) Cameras

IP CCTV Cameras will be proposed at key locations along the Tweedy Blvd corridor. Preliminary proposed locations are shown in Figure 1 and include Long Beach Boulevard (northeast corner), California Avenue (northeast corner) and Otis Avenue (northwest corner).

CORRIDOR 'BEFORE' STUDY

In support of the proposal, Iteris drove along Tweedy Boulevard three times in each direction during the AM, Midday and PM peak periods to collect the existing travel time data using TruTraffic software connected to a GPS unit. The software was used to calculate average travel speed, average travel delay, number of stops as shown Table 1.

Table 1 – Existing Travel Time Measures of Effectiveness (MOE) Values

PEAK PERIOD	DIRECTION	AVERAGE TRAVEL SPEED (MPH)	AVERAGE TRAVEL DELAY (SEC)	NUMBER OF STOPS (#)
AM	EB	16.0	329	8.7
	WB	16.6	248	7.7
Midday	EB	18.4	185	6.0
	WB	19.1	166	7.0
PM	EB	14.3	333	9.7
	WB	14.6	331	9.0

As shown in Table 1, there were excessive stops and delays along Tweedy Boulevard during all peak periods, especially during PM peak, when Iteris staff experienced stops more than 50% of the time (i.e. 9 or more stops out of 18 intersections) In addition, using the MOE data, the corresponding CSPI scores were also calculated, as shown in Table 2. CSPI, in short for “Corridor Synchronization Performance Index”, was designed by Orange County Transportation Authority (OCTA) to measure the benefits of signal synchronization using a report-card scale. CSPI score is calculated based on three metrics: 1. Average travel speed, 2. Ratio of number of green vs red lights and 3. Number of stops per mile. A CSPI score of 80 or above means drivers are traveling through signalized intersections with minimal stops and favorable travel speeds; whereas a score below 60 signifies more frequent stops and slower speeds. The resulting CSPI scores for Tweedy Boulevard reveals that there is plenty of room for signal timing improvements during all three peak periods.

Table 2 – Existing CSPI Measures of Effectiveness Values

PEAK PERIOD	DIRECTION	AVERAGE SPEED		GREEN PER RED		STOPS PER MILE		CSPI SCORE
		Value	Score	Value	Score	Value	Score	
AM	EB	15.99	12.1	1.50	12.0	2.07	19.3	43.4
	WB	16.58	11.1	2.44	19.6	2.07	19.3	49.9
Midday	EB	18.43	12.6	2.56	20.4	2.02	19.8	52.8
	WB	19.06	13.6	2.60	20.8	2.30	17.0	51.4
PM	EB	15.00	7.5	1.22	9.8	2.30	17.0	34.3
	WB	15.00	8.6	1.19	9.5	2.30	17.0	35.2

The existing conditions for all three peak periods show very low synchronization performance that are defined as either “Below Average” or “Needs Improvement”. The CSPI data collected by Iteris identifies congestion at several locations for both directions during AM, Midday, and PM peak. The following observations were made during the travel time studies along Tweedy Boulevard:

- During the AM peak, the corridor is heavily congested which is mainly attributed to several schools in close proximity. Major queues in both directions along Tweedy Boulevard and cross streets were observed at multiple locations where the current timing did not adequately clear the queue. Vehicles in left turn pockets frequently backed up into the through lanes which prevented vehicles from progressing.
- Despite the very high pedestrian activity during the AM and PM school peak periods, minimal pedestrians were seen using the pedestrian crossings along the corridor. It was noted that multiple crossings do not have adequate signage or have no signage at all. In addition, on-street parking and lane geometry at locations make it difficult to see if a pedestrian is crossing.
- At Truba Avenue, there is a pedestrian scramble that operates throughout the day. However, there is no signing and striping that informs drivers and pedestrians of the scramble. Furthermore, the restriction on right turns during school rush hours created a long queue along Truba Avenue that did not clear in one cycle.
- Throughout the day, traffic is moderately congested at Alameda Street, mainly due to the presence of heavy vehicles, existing lane geometry and signal phasing and the railroad crossing. Traffic conditions may worsen with the completion of the adjacent Jordan Downs development that is currently under construction.
- Traffic during the midday and evening is very light but drivers still experience frequent stops due to the existing coordination.
- It was observed that drivers in both directions appear to travel less than the posted 30 mph speed limit due to frequent maneuvering. Vehicles attempted to make a left turn and stopped in the inner lane for an extended period of time. Also, the on-street parking and bus stops block the outer lane along the corridor.
- It was observed that left-turning vehicles tend to run the red light at intersections.

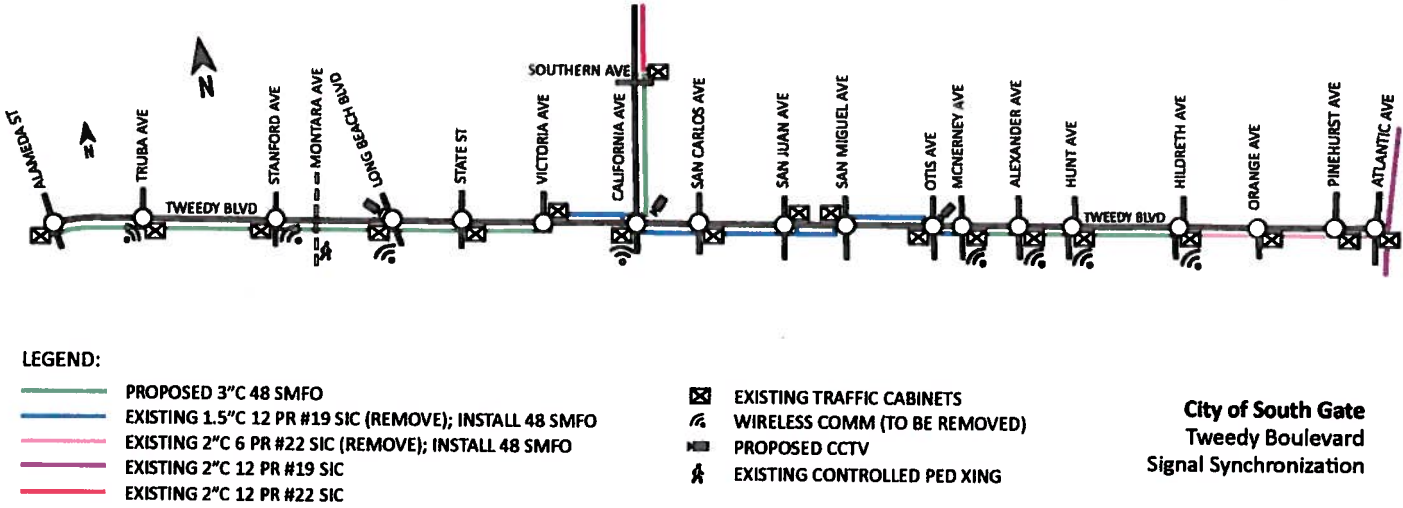
The permissive left turns at Long Beach Boulevard and State Street tend to back up throughout the day. During the midday, there is moderate pedestrian activity that only allows a few vehicles to make the turn.

Iteris will incorporate all of the above observations when we develop the new signal timings for Tweedy Boulevard and we are very confident that the new signal synchronization timings that we deploy for the City of South Gate would result in perceptible improvements along the Tweedy corridor during all peak periods.

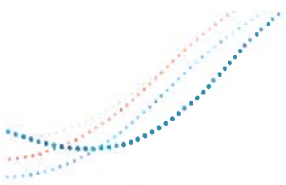
PROJECT AREA

Figure 1 presents Iteris' observations and potential improvements at each project intersection.

Figure 1 – Project Map





Tweedy Boulevard TSS Project
LAMTA ID F7309, City Project No. 514-TRF



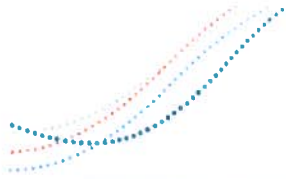
Preliminary Field Investigation and Assumptions

Based on a preliminary field visit of the project area, **Tables 3 through 5** presents Iteris' observations and potential improvements at each project intersection.

Table 3 – Observations and Recommendations, Segment 1

EXISTING CONDITIONS	RECOMMENDATIONS	IMAGES
SEGMENT 1 - Alameda Street to Victoria Avenue		
<p>Tweedy Blvd at Alameda St</p> <ul style="list-style-type: none"> • Type 332 signal cabinet (SWC) • Type III-BF service cabinet (NWC) • 80W LED luminaires • Loop detection/VDS • ADA ramps on most corners • Countdown ped heads • Current PB assemblies • LED blank out signs for rail Xing 	<ul style="list-style-type: none"> • Upgrade ADA ramp on NEC of Alameda West • Upgrade broken PB on NEC of Alameda East • Add battery backup system to signal cabinet • Repair damaged pole on SWC of Alameda West • Install fiber optic communication 	
<p>Tweedy Blvd at Truba Ave</p> <ul style="list-style-type: none"> • Nema signal cabinet (SEC) • Type III-BF service cabinet (NEC) • Battery backup system • 80W LED luminaires • Loop detection • ADA ramps • Countdown ped heads • Current PB assemblies • Wireless communication 	<ul style="list-style-type: none"> • Install fiber optic communication 	
<p>Tweedy Blvd at Stanford Ave</p> <ul style="list-style-type: none"> • Nema signal cabinet (SWC) • Type III-BF service cabinet (SWC) • Battery backup system • 80W LED luminaires • Loop detection • ADA ramps • Countdown ped heads • Current PB assemblies • Wireless communication • Police CCTV (NWC) 	<ul style="list-style-type: none"> • Replace existing wireless communication with fiber optic along Tweedy Blvd 	

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EXISTING CONDITIONS

RECOMMENDATIONS

IMAGES

SEGMENT 1 - Alameda Street to Victoria Avenue

Tweedy Blvd at Long Beach Blvd

- Type 332 cabinet (SWC)
- Type III-BF service cabinet (NWC)
- 80W LED luminaires
- Video detection
- Countdown ped heads
- Current PB assemblies
- Wireless communication
- Police CCTV (NEC)

- Install fiber optic communication
- Add battery backup system to signal cabinet
- Upgrade ADA ramps (SEC)

Tweedy Blvd at State St

- Type 332 cabinet (SEC)
- Loop detection
- Countdown ped heads

- Upgrade Signal poles from Marbelite on SW & NE corners
- Upgrade ADA ramps on SW & SE corners
- Add battery backup system to signal cabinet
- Upgrade HPS luminaires to LED
- Upgrade Type E service cabinet (SEC) to Type III-BF
- Install fiber optic communication

Tweedy Blvd at Victoria Ave

- Nema signal cabinet (NEC)
- 80W LED luminaires
- Loop detection
- VDS for NB driveway
- Countdown ped heads
- Twisted pair communication

- Upgrade ADA ramps all corners
- Upgrade PB assembly
- Add battery backup system to signal cabinet
- Upgrade the service cabinet to a Type III-BF
- Replace twisted pair communication with fiber optic



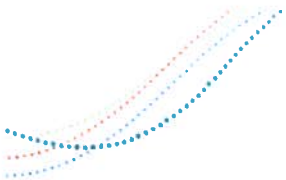
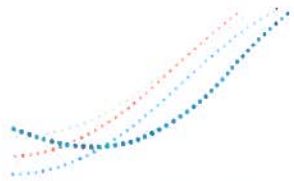


Table 4 – Observations and Recommendations, Segment 2

EXISTING CONDITIONS	RECOMMENDATIONS	IMAGES
<p>SEGMENT 2 - Victoria Avenue to McNerney Avenue</p>		
<p>Tweedy Blvd at California Ave</p> <ul style="list-style-type: none"> • Nema signal cabinet (SWC) • Battery backup system • LPS luminaires • ADA ramps • VDS detection • Countdown ped heads • Wireless communication • Twisted pair communication 	<ul style="list-style-type: none"> • Repair damaged curb above storm drain on NW Corner • Upgrade service cabinet to a Type III-BF • Replace twisted pair communication with fiber optic along Tweedy Blvd • Install new fiber optic communication along California Ave 	
<p>Tweedy Blvd at San Carlos Ave</p> <ul style="list-style-type: none"> • Nema signal cabinet (SEC) • 80 LED luminaires • Loop detection • Countdown ped heads • Twisted pair communication 	<ul style="list-style-type: none"> • Upgrade PB assembly to current standards • Upgrade service cabinet to a Type III-BF • Add battery backup system to signal cabinet • Replace twisted pair communication with fiber Optic along Tweedy Blvd 	
<p>Tweedy Blvd at San Juan Ave</p> <ul style="list-style-type: none"> • Nema signal cabinet (NEC) • 80W LED luminaires • Loop detection • Countdown ped heads 	<ul style="list-style-type: none"> • Upgrade ADA ramps • Upgrade service cabinet to Type III-BF • Upgrade PB assemblies • Add battery backup system to signal cabinet • Replace twisted pair communication with fiber optic along Tweedy Blvd 	

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EXISTING CONDITIONS

RECOMMENDATIONS

IMAGES

SEGMENT 2 - Victoria Avenue to McNerney Avenue

Tweedy Blvd at San Miguel Ave

- Nema signal cabinet (NWC)
- 80W LED luminaires
- Loop detection
- Countdown ped heads

- Upgrade ADA ramps
- Upgrade service cabinet to Type III-BF
- Upgrade PB assemblies
- Add battery backup system to signal cabinet
- Replace twisted pair communication with fiber optic along Tweedy Blvd



Tweedy Blvd at Otis Ave

- Nema signal cabinet (SWC)
- 80W LED luminaires
- Loop detection
- Countdown ped heads

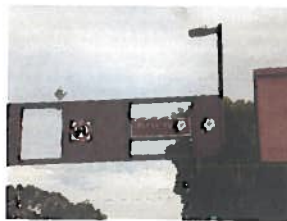
- Upgrade ADA ramps
- Upgrade service cabinet to Type III-BF
- Upgrade PB assemblies
- Add battery backup system to signal cabinet
- Replace twisted pair communication with fiber optic along Tweedy Blvd



Tweedy Blvd at McNerney Ave

- Nema signal cabinet (SWC)
- 80W LED luminaires
- Loop detection
- Countdown ped heads
- Wireless communication

- Upgrade ADA ramps
- Upgrade service cabinet to Type III-BF
- Upgrade PB assemblies
- Add battery backup system to signal cabinet
- Replace Twisted Pair and Wireless Communication with Fiber Optic along Tweedy Blvd



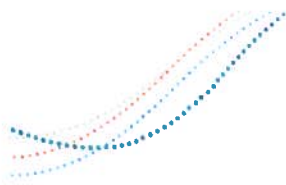
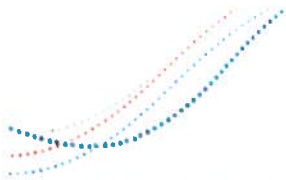


Table 5 – Observations and Recommendations, Segment 3

EXISTING CONDITIONS	RECOMMENDATIONS	IMAGES
<p>SEGMENT 3 - McNemey Avenue to Atlantic Avenue</p> <p>Tweedy Blvd at Alexander Ave</p> <ul style="list-style-type: none"> • Nema signal cabinet (SEC) • 80W LED luminaires • Loop detection • Countdown ped heads 	<ul style="list-style-type: none"> • Upgrade ADA ramps • Upgrade service cabinet to Type III-BF • Upgrade PB assemblies • Add battery backup system to signal cabinet • Replace wireless communication with fiber optic along Tweedy Blvd 	
<p>Tweedy Blvd at Hunt Ave</p> <ul style="list-style-type: none"> • Nema signal cabinet (SEC) • 80W LED luminaires • Loop detection • Countdown ped heads 	<ul style="list-style-type: none"> • Upgrade ADA ramps • Upgrade service cabinet to Type III-BF • Upgrade PB assemblies • Add battery backup system to signal cabinet • Replace wireless communication with fiber optic along Tweedy Boulevard 	
<p>Tweedy Blvd at Hildreth Ave</p> <ul style="list-style-type: none"> • Nema Signal cabinet (SEC) • Type III-CF service cabinet • 80W LED luminaires • Video detection • Countdown ped heads • ADA ramps 	<ul style="list-style-type: none"> • Add battery backup system to signal cabinet • Replace twisted pair and wireless communication with fiber optic along Tweedy Blvd 	

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EXISTING CONDITIONS

RECOMMENDATIONS

IMAGES

SEGMENT 3 - McNemey Avenue to Atlantic Avenue

Tweedy Blvd at Orange Ave

- Nema Signal cabinet (SEC)
- Type III-BF service cabinet
- 80W LED luminaires
- Video detection
- Countdown ped heads

- Upgrade ped ramps to ADA standards
- Add battery backup system to signal cabinet
- Upgrade Marbelite signal poles to current standards
- Replace twisted pair communication with fiber optic along Tweedy Blvd



Tweedy Blvd at Pinehurst Ave

- Nema signal cabinet (SEC)
- Type III-CF service cabinet
- 80W LED luminaires
- Video detection
- Countdown ped heads
- Programmable vehicle heads

- Upgrade ped ramps to ADA standards on NE & SE corners
- Add battery backup system to signal cabinet
- Replace twisted pair communication with fiber optic along Tweedy Blvd



Tweedy Blvd at Atlantic Ave

- Nema signal cabinet (SEC)
- 80W LED luminaires
- Video detection
- Countdown ped heads
- ADA ped ramps

- Add battery backup system to signal cabinet
- Upgrade service cabinet to Type III-BF
- Replace twisted pair communication with fiber optic along Tweedy Blvd





Project Approach

SCOPE OF WORK

The following paragraphs describe Iteris' general approach to providing TSS services.

TASK 1. PROJECT MANAGEMENT

Iteris strongly believes that excellent project management is essential in the successful completion of any project. Successful completion does not only mean finishing the project, but also completing the project to the client's satisfaction, within budget, and on schedule. As part of Iteris' project management strategy, Mr. Paul Frislie will serve as the Project Manager (PM) for this project. He will be the principal contact with the City and other entities per the City's direction. As part of the Project Management task, Mr. Frislie will be available to attend regular meetings with City staff, and to prepare and present status reports. Should questions arise throughout the duration of the project, Mr. Frislie will be available to City staff, and will also be available for special coordination meetings with other stakeholders and neighboring agencies. Mr. Bernard Li, Senior Advisor, will support Mr. Frislie on this project. Iteris' PM approach has been developed through many years of experience, and has proven effective in measuring progress, anticipating problems, reacting quickly to changes in the requirements and maintaining schedule integrity. This approach is designed with checks and balances that have resulted in an impressive track record of successful projects. Key elements that contribute to the success of this approach include:

- **Communication:** Active and open communication between the City and the Iteris Team is vital. Communication is essential to the successful outcome of any project. The Team's primary objective is to keep the City abreast of the developments that impact the project. For this particular project, communication between the project team and utility companies, will be vital as well.
- **Internal Quality Assurance/Quality Control (QA/QC):** The Iteris Team's quality assurance also includes internal management reviews. Iteris' upper-level management is committed to maintaining a proper environment for the successful execution of the project, providing projects with adequate resources, and monitoring the effectiveness of the project PM and the project team. Internal management conducts monthly project review meetings, reviewing the current project status against the current project schedule to ensure that projects are kept on schedule and on budget. Bernard Li will be the Senior Advisor in charge of the QA/QC process and will review all the documents and plans prior to each submittal. Please refer to Page 28 for a detailed description of this process.
- **Design and Construction Schedule:** Iteris will prepare a detailed design and construction schedule for the project. The design schedule will be provided at the kick-off meeting and as design progresses, a detailed construction schedule will be provided. Iteris understands that the design needs to be completed by June 1, 2019.

Task 1 Deliverables

- Meeting schedules, agendas and minutes
- Assume 10 meetings with the city staff

TASK 2. AGENCY AND UTILITY COORDINATION

Agency Coordination

Iteris will coordinate with LACMTA and with the regional Traffic Forum regarding the status of the project and to receive final approval before the project goes out to bid. This includes the City of Los Angeles, Los Angeles County, and the City of Lynwood that share a border along Tweedy Boulevard. Iteris staff will also attend LACMTA training on sustainable design. CWE will attend the Metro-hosted training on sustainable design scheduled for May 2019. CWE will work with Metro to identify any sustainable design elements that can be utilized on the project.

Metro has informed the Iteris Team that the project has received approval under their Sustainable Design Plan requirements, thus the scope related to coordination with Metro and their training is optional and reflected as such in Iteris Fee Proposal (provided separately).

Utility Coordination

Iteris will research and establish record location of all utilities within the project limits. Utility coordination on the project will be ongoing and will generally consist of the following subtasks:

- Iteris will request utility contact list from the city. Notify each utility in writing, of the City's proposed plans and schedule and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
- Obtain existing dry and wet utility plans/records within the project limits. Once the plans are completed, Iteris will send them to all utility companies affected by the project.
- Obtain plans showing location and size of all utility lines and appurtenances within the project area.
- Prepare a Utility Notification Log to track utility company contacts and responses including contact information and dates of all outgoing and incoming correspondence.
- 65%, 95%, and 100% plans prepared in Task 4 will be submitted to any affected utility companies for their review and comment.

Task 2 Deliverables

- Meeting agendas and minutes
- Utility notification letters, minimum of two notification letters
- Traffic forum agreement
- Utility matrix
- Attendance at Sustainable Design Training

TASK 3. PRELIMINARY ENGINEERING

Data Research and Field Review

Iteris will research and obtain all the existing pertinent street improvement, signing and striping, signal as-built, timing plans and utility plans available for the project area. Iteris will conduct a thorough field investigation to verify all existing features on the plans and to identify all other relevant features. The field review will include work necessary to inspect the project site with respect to needs for preparing engineering plans. Existing physical street improvements, utilities and obstructions and other relevant items would be located in the field with sufficient precisions to be shown accurately on the design plans. All information obtained from records would be verified in the field in conjunction with this review.

Utilizing the above information provided by the City and the field review, Iteris will prepare based maps in AutoCAD and per South Gate standards, which will include dimensions, street names, north arrow, scale, match lines, street center lines, existing Right of Way, stationing, location of surface features and utilities. Iteris will also prepare a field assessment memorandum with a complete field inventory with photos.

Pedestrian Safety Analysis

Per the RFP, a safety analysis will be conducted for four uncontrolled pedestrian crossings along Tweedy Boulevard. The locations will be determined after NTP and will be chosen by the Director of Public Works. Each location will be analyzed using current counts for pedestrian and vehicles, evaluation of collision data (three years), field conditions, and sight distance. The preliminary design report will include a list of calming recommendations for the City. Once the City selects the proposed improvement for each location, Iteris will prepare the plans, specifications and estimates per Task 4 for each location and will be in the overall bid package for the project.

Recommendation Improvement Report

Based on the field review and pedestrian safety analysis, Iteris will provide a Recommendation Improvement

Report for each project intersection including the non-controlled pedestrian crossings, CCTV locations, and proposed conduit routing. The report will include a conceptual construction cost estimate. The improvement recommendations will be approved by the City before proceeding to final design.

Preliminary Design Plan (Optional)

The Iteris Team has obtained approval from Metro on the Sustainable Design Plan that the project meets all the requirements. **This portion of the scope is optional and reflected as such in Iteris' Fee Proposal.** Iteris Team member, CWE, will prepare a Sustainable Design Plan for Metro review and approval, which will include a list of the sustainable design performance outcomes the City commits to achieve. The plan will also include a description of each mitigation measure and how each metric will be achieved. CWE will also review an alternative set of performance metrics including but not limited to LEED, Envision, Caltrans and Model Design Manual for Living Streets.

Task 3 Deliverables

- Electronic copy of aerial/field survey
- Sustainable design plan (Optional)
- Recommendation improvement report including pedestrian safety analysis
- Two copies of a field condition assessment memo in a 3-ring binder
- Two design review field meetings
- A complete set of legible field notes on 24"x36" plan sheets
- A complete set of field photos for traffic signal approach clearly labeled in color

TASK 4. FINAL ENGINEERING

The Preliminary Design Plan submittal will be used to validate the City's scope of work and overall budget to ensure what is designed matches the city's total budget for construction. It is anticipated that the design plans will include:

- Title sheet with list of abbreviations, list of contacts (city, permits and utilities and vicinity and location maps)
- General/construction notes including index maps and quantities
- (5) Communication improvement plan sheets in 1"=40' scale
- (20) Traffic signal modification Plans in 1"=20' scale
- (4) Pedestrian improvement sheets in 1"=20' scale
- (4) Communication schematics, no scale
- Construction detail sheets

The plans will conform to the requirements of City of South Gate and will be designed per the latest Caltrans Standard Plan line types, symbols, legends, and abbreviations. The traffic signal plans will include all existing, removal and proposed traffic signal facilities, accompanied by detailed general and construction notes. The proposed traffic signal improvements will require new traffic signal poles with longer mast arms in order to bring each intersection up to current standards. In addition to new traffic signal poles, but not limited to, include luminaries, detection, conduit, pedestrian push buttons, accessible ramps, vehicular and pedestrian signals, and identification of the power source. The communication plans will contain all the necessary elements to provide a fully operational fiber optic communication system in new and existing conduit including splice locations, fiber assignments, communication hubs, fiber patch panels, Ethernet switches, and communication back to City Hall.

The design plans will be submitted for City review up to three times at 65%, 95% and final progress level. Iteris will be available for any additional round of City review and addressing comment on time-and-material basis. The 100% plans will be submitted as signed Mylars suitable to be included into a bid package by the City.

SIGNAL TIMING

Some of the tasks, especially data collection and field review, for signal synchronization will be occurring simultaneously and independently of the signal upgrades. Iteris ensure that field visits are conducted to maximize the staff's time, especially if accompanied by City staff.

Field Inventory

Iteris will collect all pertinent information (such as speed surveys, collision history, Agency timing preferences, etc.) that will support the signal timing activities as part of this project. Iteris will also conduct fieldwork at each intersection to take digital pictures, measure crosswalk distances, and collect intersection phasing and controller cabinet information. Bicycle distances will be measure per the City’s preference, whether using an aerial map or a recent design plan. Iteris will prepare a technical memorandum that will detail the findings of the fieldwork, summarize all data collected, and identify any planned or programmed improvements. Furthermore, Iteris will develop low-cost improvements that can enhance traffic operations. The field work for this signal timing task will be performed in conjunction with the field work for the PS&E as identified in Task 1.

Basic Timing Calculations

Prior to conducting any signal timing coordination optimization, Iteris will first perform basic timing calculations analysis for all intersections along the study corridor. Iteris will use data collected from the Field Inventory task and the latest version of the California Manual on Uniform Control Devices to review vehicle, pedestrian, and bicycle clearance timing parameters.

Existing Network Modeling

Using counts and data collected, Iteris will generate Synchro Version 10 networks for all peak periods (AM, MD, PM) for City review and comments. The proposed cycle lengths and optimized network models will be developed upon approval of network files.

Before Study

Iteris will perform ‘before’ travel time studies using Tru-Traffic software, a GPS unit, and the floating car method. A minimum of five (5) runs will be conducted in each direction to obtain a statistically valid estimation. ‘Before’ study travel times will be conducted during the time periods identified for coordinated traffic signal timing operation approximately 1-2 weeks prior to timing implementation to ensure the comparison is within the same season as the ‘after’ studies. Measures of effectiveness (MOE) will be compiled from Tru-Traffic field data. The data will be used to evaluate the effects of the Synchronization plan improvements.

Proposed Network Model

Iteris will meet with the City of South Gate to review the results of the basic timing analyses before proceeding with timing optimization. The optimization of any project corridor in the City of South Gate is unique in that though the project is for the Tweedy Boulevard corridor, all major crossing and neighboring corridors are just as important, especially if it was recently or will be coordinated. As a lesson learned that will be implemented in this task, is that the cycle length analysis will have a larger emphasis on highlighting any fixed or crossing corridor for potential modification as it may hinder improvements. Upon approval of signal grouping and cycle lengths, the detailed optimized timing will be provided in Synchro and Tru-Traffic format for review and approval.

New Timing Implementation

Building on the successful implementation of multiple similar signal synchronization projects throughout Southern California, Iteris will be available to implement the timings in the field or at the City’s TMC in CENTRACS, depending on when the City approves the implementation of new timing. Iteris staff can also load the controllers with the desired timing and run a test in the lab before implementing them in the field. Iteris will coordinate with City staff to ensure minimal disruption during implementation. All uploaded signal databases will be archived prior to making any changes and a copy of the downloaded timing will be saved to PDF to record the changes made.

Fine Tuning

The field fine-tuning task will begin immediately after the timing is implemented to ensure the timing is running as modeled and that there are no significant delays, especially for the side streets and left turns. Iteris will use the Tru-Traffic software to provide the City with historical data during the travel runs and to identify reasoning for any



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modifications requested during the fine-tuning task. Any modifications made will be recorded and updated onto the Synchro networks to generate a final fine-tuned network.

After Study

Similar to the 'before' travel time study, Iteris will use the Tru-Traffic software, a GPS unit, and the floating car method to complete the 'after' travel time study. The 'after' travel time study will be done on the same days and time periods as the 'before' travel time study. The same Measure of Effectiveness (MOE) elements will be collected to evaluate the improvements of the synchronization plans. Similar to the 'before' travel time study, five runs per direction will be conducted to obtain a statistically legitimate estimation and comparison. Note that no 'after' studies will be collected until after the City's acceptance of the new timing plans.

Iteris will submit a Before and After Study Report specifying the results of the 'before' and 'after' travel time studies with reference to the Measure of Effectiveness elements. Absolute and percent differences will be compared for the entire corridor and agency segments by direction and time period. This report will also detail all tasks completed as part of the project, which includes discussions of activities noted during fine-tuning and potential recommendations for future improvements along the corridor.

Task 4 Deliverables

- Two sets of plan submittals at 65% and 95% completion milestones
- Timing and coordination sheets submittals at 65%, 95% and 100%
- One full-size Mylar of 100% drawings
- Electronic files of final plans and timing and coordination sheets
- Field Inventory Tech Memo
- Corridor Measurements (pedestrian and bicycle)
- Proposed Basic Timing, including individual intersection Excel files
- Existing Synchro Network Model
- Tru-Traffic Trip Logs
- Before and After Study MOE Results
- Cycle Length Recommendations
- Optimized Synchro and Tru-Traffic network files
- Implementation-ready Synchro and Tru-Traffic files
- Database files of Existing Timings
- PDF files of Implemented Timings
- Final Fine-Tuned Tru-Traffic and Synchro networks
- Draft and Final Before and After Study Report

TASK 5. COST ESTIMATES

Iteris will prepare an engineer's construction cost estimate to be included in the 65%, 95% and FINAL submittals. A final Contract Item List (Bid Sheet) for all work items shown on the plans will be prepared for the final submittal. The cost estimate will include quantities and unit costs with back up information as necessary.

Task 5 Deliverables

- Cost estimate at concept, 65%, 95% and 100% completion milestones
- Electronic files of 100% cost estimates

TASK 6. SPECIFICATIONS

Iteris will prepare specifications and Contract Documents using the City of South Gate's boilerplate. The specifications will be submitted along with the plans to the City at 95% and final submittals for approval. Iteris will also prepare any technical special provisions relating to Iteris' design work, if needed, and will follow the most recent Greenbook

format. All the traffic engineering design will conform to the Caltrans standard specifications and Standard Plans. The only exception is that any proposed improvements within Caltrans right-of-way will conform to Caltrans standards.

Task 6 Deliverables

- Special provisions at the 95% and 100% completion milestones
- Electronic files of 100% specifications

TASK 7. PROJECT ADVERTISEMENT SERVICES

Services provided during this phase of a project are aimed at preparing for the implementation of a construction project. Potential problems can be avoided or minimized by getting Iteris involved in the project prior to the start of construction activities. To be effective, Iteris proposes to use staff for construction support who were involved in the projects' design phase, offering the City construction support staff who have a thorough understanding of the integration requirements as well as comprehensive knowledge of defined project goals. Iteris will provide personnel with experience and expertise in traffic system design, traffic system integration and a complete understanding of the requirements and goals of this project. In support of this task, Iteris will conduct the following activities:

- Attend the pre-construction meeting and provide technical guidance with regards to the Plans, Specifications and Estimates package.
- Review project construction schedule
- Respond to Requests for Information (RFIs) and, if necessary, revise and/or modify plans based on construction changes made in the field.

Task 7 Deliverables

- Tabulated response to RFIs and addenda, as necessary

TASK 8. CONSTRUCTION SUPPORT SERVICES

Iteris will provide construction support to City inspection staff. During construction, Iteris staff will help the City staff approve traffic control, review RFIs, daily reports, etc. Iteris will make on-site inspections to check the quality and quantity of the work performed by all trades, if needed. This will assist the City in avoiding defects and deficiencies in the work of the Contractor. As necessary, Iteris will inspect construction to evaluate the Contractor's compliance with the intent of the construction documents. In support of this task, Iteris will conduct the following activities:

- Be available for construction site visits to assist in the resolution of problems that arise during construction activities.
- Respond to RFIs and, if necessary, revise and/or modify plans based on construction changes made in the field.
- Assist City staff in the preparation of contract change orders.
- Participate in the final walk through ensuring compliance with construction requirements and providing a thorough "punch-list" of items that must be corrected and/or completed to satisfy the project requirements.

TASK 9. PREPARE RECORD DRAWINGS (AS-BUILTS)

After construction has been completed, Iteris will create and submit the final as-builts per the Contractor's final redlined. Additional field review may be needed to verify any changes made during construction.

Task 9 Deliverables

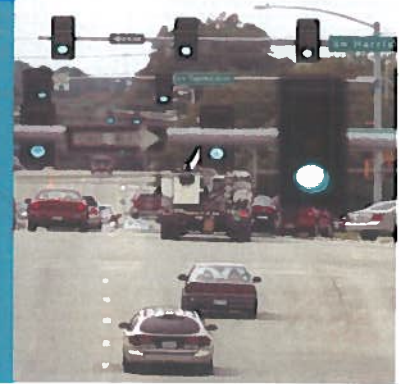
- Furnish a complete set of revised original record drawings and electronic files of as-built final plans

SCOPE EXCLUSIONS

- Full topographic survey of the project corridor
- Detailed ADA ramp design, any ramps that are not ADA shall be done using Greenbook standard cases

Team Experience on Similar Projects

Iteris is well known within the industry and has a long history of successful projects similar in scope for several California agencies. With a proven track record of on-time, within-budget performance, Iteris encourages the City to verify with the references provided for the project qualifications provided. Iteris has initiated over 1,000 ITS/Engineering and Planning projects within the last five years for a wide range of public and private entities including local agencies, counties, MPO, and Caltrans. Approximately 70% of these projects represent repeat clients - a testament to Iteris' ultimate goal of client satisfaction. Iteris' extensive experience is demonstrated by the following projects that encompass all aspects of the City's project:

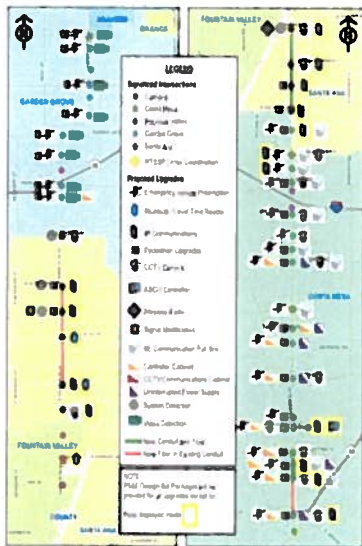


ITERIS' RELEVANT PROJECTS

HARBOR BLVD CORRIDOR TRAFFIC SIGNAL SYNCHRONIZATION (6/2015 – 7/2018)

Client City of Santa Ana

Staff Alicia Yang, Paul Frislie



This multi-jurisdictional project involved signal synchronization and equipment upgrade along Harbor Boulevard from Chapman Avenue to Newport Boulevard, spanning across the Cities of Garden Grove, Santa Ana, Fountain Valley and Costa Mesa, as well as freeway on/off ramps at SR-22 and I-405 within Caltrans jurisdiction. The project was funded by the Renewed Measure M from OCTA, with the City of Santa Ana serving as the lead agency. In addition to generating PS&E packages for equipment upgrades, such as ADA-compliant upgrades, Bluetooth travel time devices, controller cabinet, emergency vehicle preemption and new fiber optic communication, the project also included the development, implementation and fine-tuning of the AM, PM, mid-day, off-peak and weekend traffic signal coordination timing plans for all 46 intersections along the corridor. Iteris will also provide TMC upgrades to the cities of Costa Mesa and Santa Ana, which spans from CCTV licenses and workstations to designing and replacing the City's existing video wall system with newer and more advanced capabilities. Iteris staff will be present during construction and will also perform all necessary integration, implementation, and fine-tuning tasks. As per the requirements of the M2 guidelines, Iteris will also provide O&M support for two years.

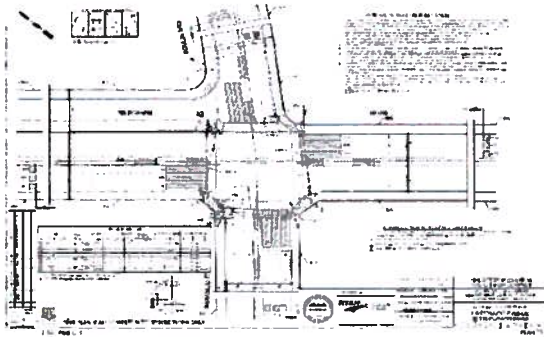
GATEWAY CITIES FIBER OPTIC AND CCTV DESIGN (12/2015 – 12/2017)

Client County of Los Angeles

Staff Bernard K. Li, Paul Frislie, Evan Shipley

Iteris was selected by Los Angeles County Department of Public Works to complete the ITS design for a county-wide interconnect communication plan and CCTV installation. Iteris' design team completed 10 miles of fiber optic design and 13 new CCTV installation plans along the Gateway Cities corridors, for the following agencies: Cities of Commerce, Downey, Lynwood, Norwalk, Pico Rivera, South Gate and County of Los Angeles. Individual project

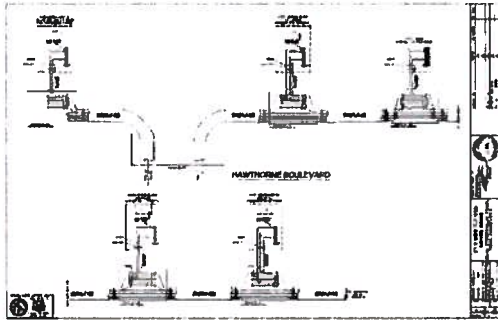
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kick-off meetings were conducted with each agency at the beginning of the project to understand their needs and finalize the scope. Iteris then performed detailed field inventory for all the project intersections and corridors to identify the optimal location for the CCTV cameras and to check all the existing conduit runs for available capacities. A total of 44 sheets were prepared including 13 20-scale intersection plans for CCTV installation, 21 40-scale fiber-optic communication plans, title sheet, pull box detail, splicing detail, conduit detail and eight communication schematic plans.

HAWTHORNE BOULEVARD FIBER-OPTIC COMMUNICATIONS AND SIGNAL UPGRADE DESIGN (4/2014 – 9/2017)

Client City of Rancho Palos Verdes
Staff Bernard K. Li, Paul Frislie, Naree Kim, Evan Shipley



The project provided a new fiber-optic communications system at seven intersections along Hawthorne Boulevard between Highridge Road and Palos Verdes Drive West, and upgrade the pedestrian signal heads to “countdown” type at three intersections. This project served as the first step for the City of Rancho Palos Verdes to possess its own state-of-the-art fiber optic communications network to connect 50% of the City’s traffic signals (7 out of 14). It also provided future connections to two of the City’s parks, Fred Hesse Community Park and Robert E. Ryan Community Park, adjacent to Hawthorne Boulevard within the project limits. As part of this project, Iteris also developed, implemented and fine-tuned AM and PM signal synchronization timings along the entire length of Hawthorne Boulevard within the City, which resulted in major progression improvement along the corridor.

PACIFIC COAST HIGHWAY TRAFFIC SIGNAL SYNCHRONIZATION (TSS) – ORANGE COUNTY AND CITY OF NEWPORT BEACH, CA (6/2016 – 6/2019)

Client Orange County Transportation Authority (OCTA)
Staff Paul Frislie



This project is being led by the OCTA but is primarily a City of Newport Beach and Caltrans project. This project is essentially a design-build project with the design, construction and integration of an upgraded communication system that services both Caltrans and the City of Newport Beach. This project will develop a PS&E package for approximately 11 miles of fiber optic cable, integration of three new HD CCTV surveillance cameras, a new DMS sign and system. This project will also upgrade 15 controllers to 2070 controllers for Caltrans and provide fiber optic communication connection to City Hall and Caltrans TMC. This project will develop new timing plans for the entire corridor which include 4 timing plans; 3 weekday peak period timing plans and a weekend timing plan. This project will also provide 24 months of O&M services to maintain the communication system as well the signal timing operations of the corridor.

TRAFFIC SERVICES FOR BLUE LINE SIGNAL PRIORITIZATION (3/2016 – 5/2018)

Client City of Long Beach

Staff Paul Frislie



Iteris was selected by the City of Long Beach to provide design services for two corridors in the City of Long Beach that serve the Metro Blue Line Light Rail Train. This is a hybrid project that will provide ITS upgrades designing single mode fiber optic cable for Gigabit Ethernet communication along the two corridors and a robust redundant ring with three communication hubs. 23 CCTV surveillance cameras will be designed to monitor and manage traffic along this critical corridor. This project will also provide operational improvements for the LRT vehicle by designing detection upgrades and implementing new controller technologies with peer-to-peer communications for improved LRT operations. An innovative solution will be designed to mitigate several “gate down” events during peak train running periods.

CWE’S RELEVANT PROJECTS

LAUREL CANYON BOULEVARD ROADWAY WIDENING (6/2014 – ONGOING)

Client City of Los Angeles Sanitation Bureau

As prime consultant, CWE designed and provided construction management for street widening, sidewalk improvements, and bioretention systems, including dry-wells, along 1,000 linear feet of Laurel Canyon Boulevard. This project received the 2017 CASQA Outstanding Stormwater BMP Implementation Project Award.

NORTH TORRANCE WELL FIELD PHASE II STREET IMPROVEMENTS (5/2014 – ONGOING)

Client City of Torrance

As prime consultant, CWE provided design services for street improvements and upgrades to the City’s domestic water system. The Phase II design provided final PS&Es for street improvements and water main and storm drain piping.

STREET WIDENING AND IMPROVEMENT PROJECTS (3/2016 – ONGOING)

Client Los Angeles County Department of Public Works (LACDPW)

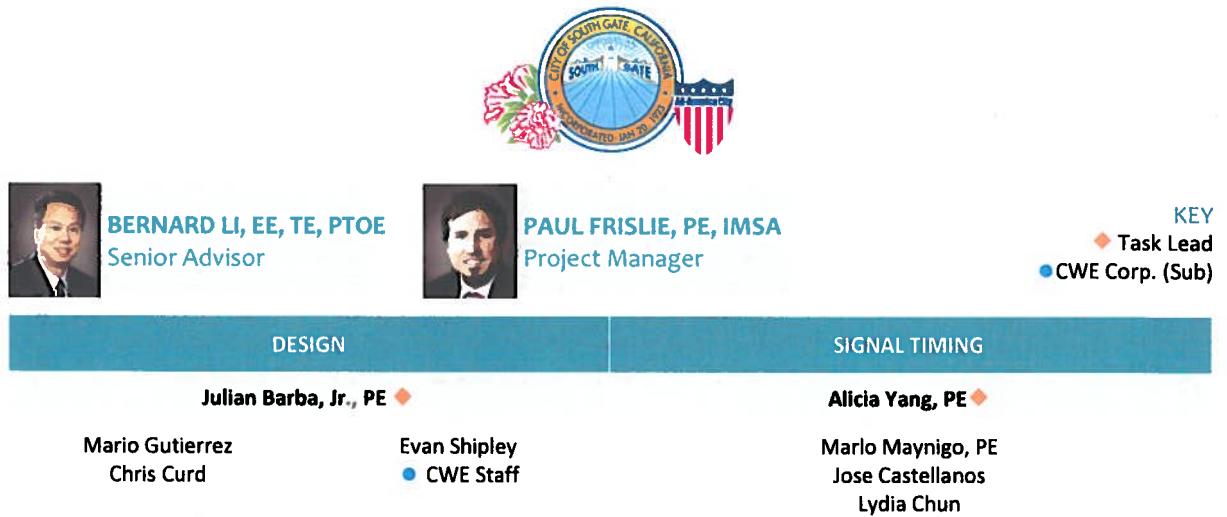
As prime consultant, CWE is assisting the LACDPW with various street widening and improvement projects, including:

- Carmenita Road and Telegraph Road Widening and Intersection Improvements
- Norwalk Boulevard and Whittier Boulevard Widening and Intersection Improvements
- Slauson Avenue Revitalization
- Bouquet Canyon Road and San Francisquito Canyon Road Improvements
- Wiseburn Community Road Improvements

Project Team Organization

With offices in Santa Ana (headquarters), Los Angeles and Oakland, Iteris has the resources of **over 100 team members throughout California** dedicated to Traffic Engineering, Transportation Planning, and ITS. Iteris' proposed team organization is provided in **Figure 2**.

Figure 2 – Project Team Organization



Project Team Availability

Table 6 presents all members of the Iteris Team, their role on the project, location, and availability. Resumes for all team members are included in the **Appendix** at the end of this proposal.

Table 6 – Key Team Members, Role, Location and Experience

STAFF	ROLE	LOCATION	% AVAILABLE	Traffic Engineering	Transportation Planning	ITS	Signal Design/Synchronization	Environmental Engineering
Iteris								
Paul Frislie, PE, IMSA	Project Manager	Santa Ana, CA	50%	●		●	●	
Bernard K. Li, EE, TE, PTOE	Senior Advisor	Santa Ana, CA	20%	●	●	●	●	
Julian Barba, Jr., PE	Task Lead	Santa Ana, CA	70%	●		●	●	
Alicia Yang, PE	Task Lead	Santa Ana, CA	40%	●	●		●	
Jose Castellanos	Project Engineer	Santa Ana, CA	65%	●		●	●	
Chris Curd	Project Engineer	Santa Ana, CA	65%	●	●	●	●	
Evan Shipley	Project Engineer	Santa Ana, CA	70%	●		●	●	
Lydia Chun	Project Engineer	Santa Ana, CA	70%	●	●	●	●	
Mario Gutierrez	Project Engineer	Santa Ana, CA	75%	●		●	●	
Marlo Maynigo, PE	Project Engineer	Santa Ana, CA	60%	●		●	●	
CWE Corp.								
William Young, PE	Environmental	Fullerton, CA	15%					●
Lisette Bice, PE, ENV SP, QSD	Environmental	Fullerton, CA	25%					●
Mike Nguyen	Environmental	Fullerton, CA	25%					●
David Farrell, PLS	Environmental	Fullerton, CA	30%					●

Quality Control/Quality Assurance Program

Iteris’ ability to implement high-quality deliverables is a direct result of Iteris’ adherence to a QA/QC program that ensures accuracy, product usability, and an overall commitment to product excellence and user satisfaction. For each task order, Mr. Frislie will ensure the team commitment to these objectives by identifying goals at the outset of the project and monitoring the product implementation and delivery process. The Iteris QA/QC Plan is an all-encompassing plan that covers every aspects of the project production including evaluation process, project documentation, design plans, graphics and presentations. The QA/QC process is a major factor in reducing project issues and errors and will assist with identifying conflicts or inconsistencies within project documentation.

In addition to project budget, ample time must be provided in the project schedule to complete reviews, as well as provide sufficient time for comments to be addressed and incorporated into the final delivery to the City. Delivery of top quality and error-free product(s) to the City will be the Iteris Team’s number one project goal. All documents produced by Iteris associates and team members, whether for transmittal to a client, prospective client, another consulting firm, or for public distribution, are reviewed by someone with expertise in the relevant area other than the author to ensure that they are comprehensible and well written.

It is difficult for the author to always detect obvious mistakes or to realize when something may be confusing to the reader, particularly when writing technical reports geared toward a lay audience. A second opinion is also invaluable in identifying alternative approaches to the analysis. Interdisciplinary review is invaluable on a multidisciplinary project which Iteris would anticipate for task orders like this one, as it helps to ensure that recommendations are consistent between team members.

Figure 3 illustrates Iteris’ QA/QC flowchart. During the internal project kick-off meeting, Mr. Frislie and the Lead Technical Staff will identify specific senior staff who are qualified to perform the reviews. At each level of document review, the originator shall also review their own work relative to the underlying analysis, calculations, and graphics, and does not assume that someone else will be reviewing it to catch any mistakes. This same attention to detail is applied to graphics (maps and presentation materials) that will be incorporated into documents and presentations.

Graphics and presentation materials are often the most critical elements of a project as they are what the public and policy makers’ focus on and they must be accurate and concise. They will be developed with the understanding that they are likely to be incorporated into presentations to City’s Board. Iteris is well acquainted with the need to adhere to City’s and all corridor agencies guidelines and coordinate public presentations with City’s Creative Services.

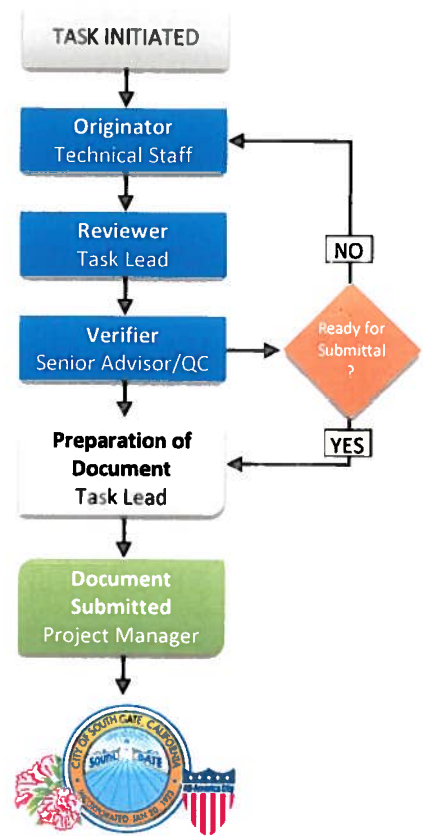


Figure 3 – Project Controls Process

References

Iteris has provided the following client references as shown in **Table 7**.

Table 7 – References

REFERENCE	ADDRESS	PHONE AND EMAIL	PROJECT
Iteris			
Cesar Rodriguez City of Santa Ana	20 Civic Center Plaza Santa Ana, CA 92701	(714) 647-5626 crodriguez5@santa-ana.org	Harbor Blvd Corridor TSS
Alvin Ly Los Angeles County	500 W. Temple, Rm 358 Los Angeles, CA, 90012	(626) 300-2039 aly@dpw.lacounty.gov	Gateway Cities Fiber Optic and CCTV Design
Nicole Jules (former Deputy PW Director, City of Rancho Palos Verdes) Now with Interwest Consulting Group	15140 Transistor Ln. Huntington Beach, CA 92649	(310) 938-3244 njules@interwestgrp.com	Hawthorne Blvd Fiber-Optic Comm./Signal Upgrade Design
Brad Somers City of Newport Beach	100 Civic Center Dr. Newport Beach, CA 92660	(949) 644-3326 bsommers@newportbeachca.gov	Pacific Coast Highway TSS
Carl Hickman City of Long Beach	333 W. Ocean Blvd. Long Beach, CA 90802	(562) 570-6759 carl.hickman@longbeach.gov	Traffic Services for Blue Line Signal Prioritization
CWE Corp.			
Wing Tam, PE City of Los Angeles Sanitation Bureau	1149 S Broadway Los Angeles, CA 90015	(213) 485-3985 wing.tam@lacity.org	Laurel Canyon Boulevard Roadway Widening
John Dettle, PE City of Torrance	3031 Torrance Boulevard Torrance, CA 90503	(310) 618-3059 jdettle@torranceca.gov	North Torrance Well Field Phase II Street Improvements
Wendy Bui Los Angeles County Department of Public Works	200 N. Spring St., Rm. 361 Los Angeles, CA 90012	(626) 458-3910 wbui@dpw.lacounty.gov	Street Widening and Improvement Projects



APPENDIX

Email from Metro



Wed 10/24/2018 8:57 AM

Lisette Bice <lbice@cwecorp.com>

FW: City of South Gate RFP - Sustainable Design

To: Paul M. Finkle

Retention Policy: 7 Year Automatic Delete (7 years)

Expires: 10/24/2025

From: Backstrom, Paul [<mailto:BackstromP@metro.net>]
Sent: Tuesday, October 23, 2018 4:36 PM
To: Lisette Bice
Cc: Backstrom, Paul
Subject: RE: City of South Gate RFP - Sustainable Design

Hi Lisette,

Thank you for sending me the scope. As I mentioned on the phone prior to learning of your project, ITS projects are an area that where applying a Sustainable Design training requirement, plan and implementation report is completely impractical. The same holds true for your ITS project here.

Accordingly, I've recorded the project as having met all applicable Sustainable Design requirements.

Should you have any issues, please do not hesitate to reach out to me.

Regards,

Paul Backstrom

LA Metro

Manager, Transportation Planning

Sustainability and Active Transportation

213.922.2183

metro.net | [facebook.com/losangelesmetro](https://www.facebook.com/losangelesmetro) | [@metrolosangeles](https://twitter.com/metrolosangeles)

Metro provides excellence in service and support.

From: Lisette Bice [<mailto:lbice@cwecorp.com>]
Sent: Tuesday, October 23, 2018 2:59 PM
To: Backstrom, Paul
Subject: City of South Gate RFP - Sustainable Design

Hi Paul,

I really appreciate your help on this! I am attaching the RFP. I believe the CFG number is F7309. Any help you can offer would be much appreciated.

FTIP#: LAF7309
PFNO: N/A

CFPO: F7309
Funding Agreement No.: 920000000F7309

Lisette Bice, PE, ENV SP, QSD
Project Manager



Certified 8(a), DBE, MBE, and SBE

2551 E. Orangethorpe Ave., Suite 240, Fullerton, CA 92833

D (714) 929-7500 x218 | LBice@cwecorp.comwww.cwecorp.com



Resumes

This section contains resumes for the following Iteris staff members:

Iteris Inc.

- Paul Frislie, PE, IMSA
- Bernard K. Li, EE, TE, PTOE
- Julian Barba, Jr., PE
- Alicia Yang, PE
- Jose Castellanos, EIT, IMSA
- Chris Curd, EIT
- Evan Shipley
- Lydia Chun, EIT
- Mario Gutierrez, EIT
- Marlo Maynigo, PE

CWE Corp. (Sub)

- William Young, PE
- Lisette Bice, PE, ENV SP, QSD
- Mike Nguyen
- David Farrell, PLS

PAUL M. FRISLIE, PE, IMSA
Project Manager



EDUCATION

- MBA, University of Phoenix, 2011
- BS, Civil Engineering, University of California, Irvine, 2000

REGISTRATIONS

- Civil Engineer (PE)
 - CA #72982, 2008
- International Municipal Signal Association (IMSA)
 - Traffic Signal Level II, #BB97189, 2012
 - Traffic Signal Level I, #AA97189, 2012
 - Signal Inspector Level I, #SI97189, 2014
 - Work Zone Safety, #ZZ97189, 2010

YEARS OF EXPERIENCE 17

CORE COMPETENCIES

- Traffic Engineering & Operations
- ITS Planning, Design & Integration
- Traffic Signal Design
- Construction Management
- Transit

AFFILIATIONS

- Orange County Traffic Engineering Council (OCTEC)

Mr. Frislie serves as a Senior Engineer of Iteris' Transportation Systems division and has been with firm since January 2001. For over 17 years, Mr. Frislie has been involved in several transportation and traffic engineering projects that include both planning as well as design and deployment of ITS, systems integration, and traffic signal design. Recently, he has served as the Project Manager for the Rosecrans Avenue Arterial Improvement Project, Cypress Phase 1 through 3 ITS Projects, the Newport Beach ITS Phase 5 through 8 Projects, the Santa Monica ATMS Phase 4c project. He has also been the Lead Design Engineer for the development of design plans for the Oxnard ITS Master Plan Design Project, Vermont Avenue Arterial Improvement project, the Santa Monica ATMS 4a/4b Project, SR-710 ITS Design Project, Newport Beach ITS Phase 1, 2, 3, 4 and 7 Projects and the Fountain Valley Phase IV project, as well as the Signal Construction Inspector for completion of the Oxnard ITS Master Plan and the Rosecrans and Vermont Arterial Improvements.

Project Experience

TRAFFIC ENGINEERING & OPERATIONS

Pacific Coast Highway (PCH) Arterial Improvements Design Services Project – City of Redondo Beach, CA

Mr. Frislie served as Project Manager to provide preliminary engineering and design of PCH from Anita St to Palos Verde Blvd. The goal of the project is to prepare a traffic analysis and conceptual plan documents (plans and estimates) to improve PCH. For the initial preliminary engineering phase, Iteris will perform detailed field investigation of the entire corridor to identify deficiencies and recommended improvements to enhance safety and traffic flow along the corridor. Topographic survey, geotechnical investigation, traffic signal, signing and striping inventory will be conducted as part of the field investigation. Upon City's approval of the Traffic Analysis Report (PDR), Iteris will prepare a conceptual and preliminary design package during the design phase, which includes traffic signal upgrades, signing and striping modifications for the entire corridor. The project began in December 2016 and will complete in December 2017.

Harbor Boulevard Traffic Signal Synchronization (TSS) Project – Orange County Transportation Authority (OCTA) and City of Santa Ana, CA

Mr. Frislie served as QA/QC lead and Construction Manager to provide construction support and perform all necessary integration, implementation, and fine-tuning tasks for the Harbor Blvd TSS project. This project involved signal synchronization and equipment upgrade along Harbor Blvd from Chapman Ave to Newport Blvd, spanning across the Cities of Garden Grove, Santa Ana, Fountain Valley and Costa Mesa, as well as freeway on/off ramps at SR-22 and I-405 within Caltrans jurisdiction. In addition to generating PS&E packages for equipment upgrades, the project also included the development, implementation and fine-tuning of the AM, PM, midday, off-peak and weekend traffic signal

PAUL M. FRISLIE, PE, IMSA Project Manager



coordination timing plans for all 46 intersections along the corridor. Iteris will also provide Traffic Management Center upgrades to the cities of Costa Mesa and Santa Ana, which spans from CCTV licenses and workstations to designing and replacing the City's existing video wall system with newer and more advanced capabilities. The project began in June 2015 and is currently under construction. Operations and maintenance will begin in July 2017 and will complete in July 2019.

[LA County Gateway Cities Fiber Optic & CCTV Design, Los Angeles County Department of Public Works – Los Angeles County, CA](#)

Mr. Frislief served as the Design Lead and Engineer of Record to complete 10 miles of fiber optic design, fiber assignment communication schematics, and 13 Traffic Signal modifications for new CCTV installation along the various corridors within the Gateway Cities area. The project is coordinated between nine agencies including the County of Los Angeles. The project began in February 2016 and is ongoing.

[Hawthorne Boulevard Fiber-Optic Communications Design Project – City of Rancho Palos Verdes, CA](#)

Mr. Frislief was the Design QA/QC Lead for the design of the first fiber-optic communications system. The project involved the design of a new fiber-optic communications systems along Hawthorne Blvd between Highridge Road and Palos Verdes Dr West, as well as the upgrade of the pedestrians signal heads to "countdown" type at three intersections. Iteris is also designing an extension of the fiber-optic system to two city parks (Ryan Park and Fred Hesse Jr. Park) and to the City Hall. The goal is to build a robust and scalable communications network to connect the seven signals along Hawthorne Boulevard, and to the City facilities. The project began in September 2013. The PS&E package for Hawthorne Blvd was completed in January 2014. Iteris received a contract amendment for the design of the fiber extension to the city facilities. Design completed December 2014.

[I-405 Design-Build Improvement Project, Orange County Transportation Authority \(OCTA\) – Orange County, CA](#)

Mr. Frislief is serving as TMS Engineer for Iteris, acting as a subconsultant of a multidisciplinary design and construction team, on this \$1.2 billion dollar design-build project in Orange County California. The project will improve 16 miles of I-405 between SR-73 in Costa Mesa and the I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction from Euclid St to I-605, making improvements to freeway entrances, exits and bridges, and will also implement Express Lanes that expands the existing HOV lane from one lane to two lanes in each direction from SR-73 to I-605. Iteris is responsible for design of the Caltrans ITS field infrastructure, temporary ITS field infrastructure supporting maintenance of traffic during construction, toll system infrastructure and coordination, street lighting, agency traffic signal improvements along the corridor and development of the project Traffic Management Plan (TMP). Mr. Frislief is responsible for the planning, design, and deployment of the TMP. The project began in February 2017 and is ongoing.

[Citywide Traffic Signal Design & Inventory – City of Manhattan Beach, CA](#)

Mr. Frislief served as Project Manager to collect an inventory of traffic signal equipment at 32 signalized intersections for the City, checking for its condition, and providing the City with a maintenance plan for next 20 years with priorities for recommended upgrades to its signal infrastructure. Iteris will be creating and uploading the data collected to a GIS-based database detailing each individual piece of signal equipment and its condition for the city's use in the future. Iteris is producing signal modification design plans for five signalized intersections in the City's Downtown area to upgrade and replace damaged signal equipment including poles, signal heads, and signal cabinets. Iteris will also provide bid and construction support. The project began in October 2016 and will be completed in December 2018.



BERNARD K. LI, EE, TE, PTOE

Senior Advisor



EDUCATION

- BS, Electrical Engineering, University of Southern California, Los Angeles, 1988

REGISTRATIONS

- Electrical Engineer (EE)
 - CA #14842, 1995
 - AZ #37241, 2002
- Traffic Engineer (TE)
 - CA #1763, 1994
- Professional Traffic Operations Engineer (PTOE)
 - #214, 2000

YEARS OF EXPERIENCE 30

CORE COMPETENCIES

- Traffic Engineering & Design
- Signal Timing & Coordination
- Traffic Signal Operations
- Signal System Selection & Deployment
- ITS Planning & Design
- ITS Systems Engineering
- Traffic Simulation & Transportation Planning
- Municipal Traffic Engineering

AFFILIATIONS

- Institute of Transportation Engineers (ITE) - Technical Coordinator
- Orange County Traffic Engineering Council (OCTEC)

Mr. Li serves as a Vice President of Iteris' Transportation Systems division and has been with the firm since November 2010. He has over 30 years of experience in providing professional services in planning, design and implementation of traffic engineering and Intelligent Transportation Systems (ITS). Mr. Li has served as Project Manager or Principal-in-Charge on numerous traffic and ITS design/construction, traffic signal timing and synchronization, operational analysis, feasibility studies and municipal traffic engineering projects. His traffic engineering design expertise includes traffic signal installation, signal modification, roadway signing/stripping, street lighting, and worksite traffic control and neighborhood traffic management. Mr. Li's ITS experience comprises fiber optic communications, wireless communications, Closed-Circuit Television (CCTV), Video-Detection System (VDS) and Dynamic Message Signs (DMS). He is also highly experienced in traffic signal operations, having assisted numerous agencies in the analysis, retiming, and synchronization of traffic signals, both corridor and network wide. Mr. Li's transportation planning expertise includes traffic impact studies, parking studies, transportation master plans, signal warrant analysis and stop warrant analysis. He has served as City Traffic Engineering Consultant for many agencies, helping to resolve numerous day-to-day traffic engineering issues, including resident inquiries, plan checking, and safety evaluations.

Project Experience

ITS PLANNING, DESIGN & IMPLEMENTATION

Los Angeles County Gateway Cities Fiber Optic Communications and Closed-Circuit Television (CCTV) Design Project – Los Angeles County, CA
Mr. Li served as the Project Manager for the design of fiber optic communications and CCTV installation at various locations for the following nine agencies in the Gateway Cities area: Cities of Commerce, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, South Gate and the County of Los Angeles. Bernard and his team met with all nine agencies to discuss the project and refine the scope of work. Then Plans, Specifications and Estimate (PS&E) package was developed for the installation of CCTV cameras at 13 signalized intersections, and over 9 miles of fiber-optic communications cables and conduits. Site survey was conducted to identify the optimal locations for the placement of the CCTV cameras with best coverages, as well as the fiber optic conduits that yield the least above- and under- ground obstructions. In addition to the layout plans, various detail sheets including communication schematic and splicing details were provided. The project began in January 2016 and completed in June 2017.

Hawthorne Boulevard Fiber-optic Communications Design Project – City of Rancho Palos Verdes, CA

Mr. Li served as Project Manager for the design of the first fiber-optic communications system in the City of Rancho Palos Verdes. The project involved the design of a new fiber-optic communications systems along Hawthorne Boulevard between Highridge Road and Palos Verdes Drive

BERNARD K. LI, EE, TE, PTOE **Senior Advisor**



West (PVDW), as well as the upgrade of the pedestrians signal heads to “countdown” type at three intersections. Iteris is also designing an extension of the fiber-optic system to two city parks (Ryan Park and Fred Hesse Jr. Park) and to the City Hall. The goal is to build a robust and scalable communications network to connect the seven signals along Hawthorne Boulevard, and to the City facilities. The project began in September 2013. The Plans, Specifications and Estimate (PS&E) package for Hawthorne Blvd was completed in January 2014. Iteris received a contract amendment for the design of the fiber extension to the city facilities. The design completed in June 2014.

[Temple Avenue Traffic Communications Upgrade & Signal Coordination Project – City of Pomona, CA](#)

Mr. Li served as Project Manager to provide design and implementation of communication infrastructure upgrade from serial to Ethernet-over-copper communications at 8 intersections along Temple Avenue between SR-57 NB off-ramp and University Drive. Besides communications upgrade, Bernard also prepared, implemented and fine-tuned AM, mid-day and PM peak traffic signal coordination timings along this 1.5 mile section of the corridor. The project required close coordination with Caltrans District 7 for the communications upgrade and signal timing plans at the SR-57 NB and SB off-ramps. The project began in April 2013. Infrastructure upgrade was completed in September 2013 and the final coordination timings were implemented in November 2013. As part of the project, Iteris also provided training to City’s maintenance staff on the setup and troubleshooting of the new Ethernet switches.

[ITS Master Plan Design Project – City of Oxnard, CA](#)

Mr. Li served as QA/QC Lead for the preparation of Plans, Specifications and Estimate (PS&E) package for City of Oxnard’s very first ITS implementation. The goal is to build a robust and scalable communications network which includes a fast Ethernet to Gigabit Ethernet distribution, to connect all City’s signals, some adjacent agencies’ signals, and communication to City facilities including police and fire departments. Besides fiber-optic communications network, the project also includes replacing traffic signal controllers, installing video detection systems, Closed-Circuit Television (CCTV)

cameras, battery back-up systems, upgrading all emergency vehicle preemption (EVP) systems, and constructing a brand new Traffic Operations Center (TOC). Mr. Li’s involvement began in December 2010 until design phase completed in September 2011.

[TRAFFIC OPERATIONS & SIGNAL SYNCHRONIZATION](#)

[San Bernardino Valley Coordinated Traffic Signal System \(SBVCTSS\), San Bernardino County Transportation Authority \(SBCTA\) – San Bernardino County, CA](#)

Mr. Li serves as the Project Manager of a \$3M project to assist 16 local agencies within the San Bernardino Valley area to improve traffic progressions along many key regional corridors. The project consists of four main components: First, develop traffic signal coordination master plans for five different sub-regions within the Valley. The Master Plan will serve as a roadmap for all future signal coordination in the Valley. Second, update signal coordination timings for over 500 traffic signals with a goal of reducing travel times, delays and GHG emissions. Third, conduct assessments of all the signal synchronization corridors and traffic signals to ensure they are all performing well and as planned on a semi-annual basis. Fourth, provide system support services to assist any agencies in resolving technical issues, e.g. signals offline due to lost communications. As part of this project, an ITS network management software called NetScene will be installed at local agencies’ servers to help monitor their ITS field devices in real time, which is a great tool for identifying field issues instantly so proper resources can be allocated to address the problems. The project began in January 2017 and is ongoing.

JULIAN BARBA, JR., PE Design Task Lead



EDUCATION

- BS, Civil Engineering, California State Polytechnic University, Pomona, 2008

REGISTRATIONS

- Civil Engineer (PE):
- CA #89042, 2018

YEARS OF EXPERIENCE 10

CORE COMPETENCIES

- ITS Planning & Design
- ITS Systems Engineering & Architecture
- Traffic Engineering
- ITS Evaluation
- Systems Integration
- Traffic Incident Management

AFFILIATIONS

- Institute of Transportation Engineers (ITE)
- Urban Land Institute (ULI)

Mr. Barba serves as an Engineer for Iteris' Transportation Systems division and has been with the firm since September 2015. He has 10 years of experience working in Traffic Engineering and ITS Design and has successfully completed design projects for several local and state agencies across the West Coast, as well as private development clients. Mr. Barba's software experience includes AutoCAD 2016, MicroStation V8i, Tru-Traffic, Synchro8, and Visual Professional Lighting.

Project Experience

Gateway Cities Fiber Optic and Closed-Circuit Television (CCTV) Design – Los Angeles County, CA

Mr. Barba served as a Project Engineer and led the ITS design team to complete 10 miles of fiber optic design and 13 traffic signal modifications for new CCTV installation along the Gateway Cities corridor. The project began in February 2016 and completed in December 2017.

I-405 Design-Build Improvement Project, Orange County Transportation Authority (OCTA) – Orange County, CA

Mr. Barba serves as the Traffic Signal Task Lead for Iteris, acting as a subconsultant of a multidisciplinary design and construction team, on this \$1.2 billion dollar design build project in Orange County California. The project will improve 16 miles of the I-405 between the SR-73 freeway in Costa Mesa and the I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction from Euclid Street to I-605, making improvements to freeway entrances, exits and bridges, and will also implement Express Lanes that expands the existing HOV lane from one lane to two lanes in each direction from SR-73 to I-605. Iteris is responsible for the design of the Caltrans ITS field infrastructure, temporary ITS field infrastructure supporting maintenance of traffic during construction, toll system infrastructure and coordination, street lighting, agency traffic signal improvements along the corridor and development of the project Traffic Management Plan. Mr. Barba provides engineering services and construction support for all freeway on/off-ramps and local agency traffic signals. The project began in February 2017 and is ongoing.

United Rock, Irwindale Traffic Signals – City of Irwindale, CA

Mr. Barba serves as Project Manager responsible for design, agency and developer coordination, and construction support. Iteris was selected by private mining entity, United Rock, to prepare two new traffic signals in the City of Irwindale to help manage truck traffic from the mining site. The project entails Plans, Specifications and Estimates (PS&E), railroad agency coordination with Metrolink, civil design (outsourced to a civil subcontractor), signal timing sheet preparation, construction support, and traffic signal controller integration with approved traffic signal timing parameters. The City of Irwindale recommended to the client, United Rock, that Iteris be selected for the project due to Iteris' highly acknowledged reputation for multifaceted traffic engineering services. The project began in August 2017 and will complete in December 2018.

JULIAN BARBA, JR., PE

Design Task Lead



Bastanchury Road Traffic Signal and Interconnect Design Project – City of Yorba Linda, CA

Mr. Barba serves as Project Manager for this traffic signal design project for the City of Yorba Linda. He provides signing, striping, and interconnect design and construction support for three intersections. The project began in December 2016 and is ongoing.

La Palma Traffic Signal Synchronization Project – City of Anaheim, CA

Mr. Barba serves as Project Engineer for this traffic engineering and operations project for the City of Anaheim. He provides timing and analysis of 39 consecutive traffic signals. This project began in November 2016 and is ongoing.

City Hall Parking Study and Design – City of Rancho Palos Verdes, CA

Mr. Barba served as Project Manager for this design project for the City of Rancho Palos Verdes as part of the ongoing on-call contract with the City. He provided a proposed parking layout along with signing and striping design for the entire City Hall parking lot. This project started in October 2016 and completed in December 2016.

Foothill Boulevard and Barranca Avenue Traffic Signal Modification – City of Glendora, CA

Mr. Barba served as Project Manager and provided traffic engineering design services such as Plans, Specifications and Estimates (PS&E) for a traffic signal modification in order to minimize the high crash data history. The project entailed converting the permissive left-turn signal to a protected left-turn signal with new traffic signal poles, new ADA pedestrian ramps and new traffic signal cabinet with new service point. The project began in January 2016 and completed in April 2016.

Buena Park Traffic Signal Inventory Project – City of Buena Park, CA

Mr. Barba served as a Project Engineer performing field data collection for the City of Buena Park traffic signal inventory project. The project began in December 2015 and completed in January 2016.

Wilmington Avenue Corridor Rehabilitation, Compton Lighting – City of Compton, CA

Mr. Barba served as Project Engineer and provided lighting design services for the City of Compton. The

project entailed a new lighting analysis, replacing the existing HPS luminaires with LED's, and designing a Rectangular Rapid Flashing Beacon (RRFB) crosswalk near the school. The project began in November 2015 and completed in December 2015.

North Santa Monica Boulevard Traffic Signal Modification Project – City of Santa Monica, CA

Mr. Barba served as Project Engineer and provided Traffic Engineering Plans, Specifications and Estimates (PS&E) design services such as Traffic Signal Modification and Signing and Striping for this project. The project began in October 2015 and completed in December 2015.

Jamboree Road Traffic Engineering Project – Orange County, CA

Mr. Barba served as Project Engineer and provided Traffic Engineering Plans, Specifications and Estimates (PS&E) design services such as signing and striping for this project. The project began in February 2016 and completed in March 2016.

Pomona Traffic Signals Inventory Project – City of Pomona, CA

Mr. Barba served as Project Engineer and led the design team in traffic signal field inventory and traffic signal design services for both existing and new traffic signals. The project began in November 2015 and completed in February 2016.

Laguna Woods Traffic Signal Synchronization Program (TSSP) – City of Laguna Woods, CA

Mr. Barba served as Project Engineer and designing the interconnect communication between all City of Laguna Woods traffic signals in order to synchronize the timing of the intersections and relay the communication back to the Traffic Management Center (TMC) in their city hall. The project began in September 2015 and Mr. Barba's involvement completed in November 2015.

Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crossings – Cypress, CA

Mr. Barba served as Project Engineer and designed the RRFB crosswalks for several locations with high pedestrian traffic. The scope entails identifying the best locations for the crosswalks based on field observations, utility conflict and safety concerns. The project began September 2015 and Mr. Barba's involvement completed in October 2015.

ALICIA YANG, PE Signal Timing Task Lead



EDUCATION

- BS, Civil Engineering, University of California, Irvine, 2005

REGISTRATIONS

- Civil Engineer (PE):
 - CA #82483, 2014
 - AZ #66343, 2018
 - ID #17758, 2018
 - NE #E-16998, 2018
 - FL #84780, 2018
 - MO #2018009542, 2018
 - TX #129847, 2018

YEARS OF EXPERIENCE 14

CORE COMPETENCIES

- Transportation Planning
- Traffic Engineering & Operations
- ITS Planning & Design
- ITS Systems Engineering & Architecture
- Systems Integration
- Transit

AFFILIATIONS

- Institute of Transportation Engineers (ITE)
- Orange County Traffic Engineering Council (OCTEC)
- American Society of Civil Engineers (ASCE)

Ms. Yang serves as an Associate Vice President for Iteris' Transportations Systems division and has been with the firm since July 2005. She has over 14 years of experience working in traffic operations and engineering, transportation planning, transportation design, and various transportation software. Ms. Yang has experience in various aspects of transportation engineering, but specializes in traffic operations having worked on a number of regional (multi-agency) signal synchronization and special events timing projects. Ms. Yang has been involved in all tasks in signal synchronization projects, from field reviews and travel time studies to implementation (locally or centrally) and field fine-tuning. Ms. Yang has also led signal timing implementation and fine-tuning training courses to City staff operating Actra and Centrac central traffic control systems. Ms. Yang's software knowledge includes Synchro, AutoCAD, MicroStation, PC-Travel, ArcGIS, Tru-Traffic and VISSIM. She has worked with signal controllers such as 170, 2070, D4, M52, Econolite and Multisonics; controller firmware including BI Tran, C8, Econolite, NextPhase, Naztec, Omni and SEPAC; and traffic control systems such as Actra, Aries, ATMS.now, Centrac, i2, icons, Maxview, QuicNet, Transparity, TransSuite, Tactics, and VMS.

Project Experience

TRAFFIC ENGINEERING & OPERATIONS

Harbor Boulevard Traffic Signal Synchronization (TSS) Project – City of Santa Ana, CA

Ms. Yang serves as Project Manager responsible for ensuring all project stakeholders are receiving the equipment and signal timing improvement requested for this project. Ms. Yang coordinated with her team to provide necessary ITS improvements (e.g. controller, switches, communication, Bluetooth devices, detection, etc.) along the 10-mile stretch of Harbor Boulevard in the cities of Garden Grove, Santa Ana, Fountain Valley, and Costa Mesa. These improvements fed into the ultimate goal of the project, which is providing regional synchronization, including the signals in the City of Anaheim just north of the project limits. The project began in June 2015 and completed in April 2018. A 2-year Operations and Maintenance (O&M) period commenced in May 2018.

Mid-City Traffic Signal Timing Study – City of Santa Monica, CA

Ms. Yang served as Project Manager on this signal timing project for City of Santa Monica. Ms. Yang helped guide Iteris staff to provide traffic signal timing consultant services to the City of Santa Monica's Traffic Management Division. The project aimed to provide optimal timing plans for 25 intersections around the Metro Expo Line, bounded by Wilshire Boulevard, Cloverfield Boulevard, Pico Boulevard and Lincoln Boulevard. Ms. Yang, with the assistance of Iteris staff, developed and delivered timing plans to improve traffic flow in the City of Santa Monica along the project corridors. The project began in May 2017 and completed in May 2018.

ALICIA YANG, PE Signal Timing Task Lead



Traffic Signal Timing Project – City of Escondido, CA

Ms. Yang served as Senior Advisor on this signal timing project which aimed to improve traffic flow by providing timing plans for intersections along two major corridors in the City of Escondido. Iteris provided analysis of existing conditions, including working directly with the agency to collect turning movement counts, agency standards, and speed survey data; developed recommended timing parameters and optimized timing plans, including cycle lengths, splits, and offsets, for the corridors; and implemented and fine-tuned optimized plans, conducted travel time studies; and quantified project benefits through measure of effectiveness; based on changes in speeds, travel times, number of stops, delays and emissions. Ms. Yang provided signal timing support during the optimization of the project corridors and oversight during the implementation and fine-tuning tasks. The project began in July 2017 and completed in May 2018.

Marguerite Parkway Traffic Signal Synchronization Project (TSSP) – City of Mission Viejo, CA

Ms. Yang serves as Signal Timing Task Leader and will be providing upgrades for nine-mile segment which includes 30 traffic signals from El Toro Road to Auto Mall. Traffic signal upgrades include new ADA push buttons at 29 intersections. Iteris staff evaluated different models of push buttons and made recommendations based on the city's needs and available technology. Other improvements include new UPS, CCTV, EVP, traffic signal cabinet, and fiber optic cable. The City will use the PS&E package to advertise to contractors, and after a contractor is selected, Iteris will continue to provide construction support. Signal timing modeling and analysis is also included in the scope of work for this project. Iteris is currently collecting traffic count data to create Synchro and Tru traffic models that will help optimize and synchronize the signal timing along Marguerite Parkway. New timing plans will be developed for AM, midday, PM, and Weekend peak periods. After the City approves of timing, Iteris staff will implement and fine tune signal timing. A subsequent 2-year period of maintenance and operations will then be provided, which will include a monthly drive along the corridor to ensure that peak periods are operating correctly. Minor adjustments will be made as necessary and reported to the City. The project began May 2017 and completed in June 2018.

Traffic Signal Timing/Phasing Optimization, Data Collection & Performance Measures – Wichita, KS

Ms. Yang served as Task Lead for developing new procedures (City's standards pertaining to signal timing) and training (timing and guidelines) to ensure all procedures and documents are understood by City staff and can be used efficiently on traffic management activities. Project included operations and infrastructure improvements at 90 intersections in the City of Wichita's downtown area. In addition to generating recommendations for potential hardware upgrades, communication improvements, and synchronized timing plans in this study area. The project began in June 2016 and completed in April 2017.

Buena Vista Street Safety Improvement Project – City of Burbank, CA

Ms. Yang served as Signal Timing Task Leader for this design and signal timing project. The project provided traffic signal synchronization and operational improvement design services for 18 traffic signal intersections along a 3.6-mile segment of Buena Vista Street between Glenoaks Boulevard and Riverside Drive, as well as 19 key crossing traffic signal intersections, with the goals of reducing delays, decreasing stops, and improving travel times to all modes of travel. Iteris also evaluate and design upgrades for traffic signal equipment for FYA and Right Turn Overlap operations at seven project locations. Up to 15 different signal timing plans, and system parameters for traffic responsive plan selection are included as part of this project. The project began in August 2016 and completed in September 2018.

CHRIS CURD Project Engineer



EDUCATION

- MS, Civil Engineering, California State University, Long Beach, estimated completion 2018
- BS, Civil Engineering, California State University, Long Beach, 2014

REGISTRATIONS

- Engineer-in-Training (EIT)
- CA #152210, 2014

YEARS OF EXPERIENCE 3

CORE COMPETENCIES

- ITS Planning, Design, & Integration
- Traffic Engineering & Operations
- Traffic Signal Design
- Construction Management

AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- Institute of Transportation Engineers (ITE)

Mr. Curd serves as an Associate Engineer of Iteris' Transportation Systems division and has been with the firm since May 2015. Prior to joining Iteris, Mr. Curd served in the Traffic Engineering division of the City of Long Beach Public Works Department. Mr. Curd has been involved in several projects involving the design of traffic signal modifications and the design and installation of ITS equipment. With Iteris, he has served on the project team for the Long Beach Blue Line Fiber Design project, Oxnard SCADA project, and the IowadOT I-74 Bridge Reconstruction project. Mr. Curd also has served on projects related to transit signal priority, including the Countywide Metro Rapid Signal Priority project and the Torrance Transit Rapid Line R3 Transit Signal Priority project. Mr. Curd's software knowledge includes AutoCAD, MicroStation, Synchro, ArcGIS, as well as the i2, QuicNet, SCATS, MaxView, and ATSAC central traffic control systems.

Project Experience

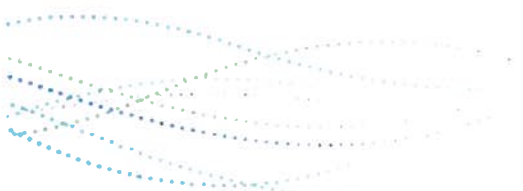
TRAFFIC ENGINEERING & OPERATIONS

Long Beach Blue Line Fiber Design – Long Beach, CA

Mr. Curd serves as a project engineer and assisted with the preparation of design plans in AutoCAD for the installation of approximately eight miles of new fiber optic communications along the Long Beach Boulevard, Willow Street, and Atlantic Avenue corridors, along with the installation of several new closed-circuit television cameras. This project began in April 2016 and is ongoing.

Culver CityBus: Bus Signal Priority (BSP) System Project (Design, Procurement, Testing, Non Public Right-of-Way Procurement/Furnishing and Maintenance of Software and Equipment) – City of Culver City, CA

Mr. Curd serves as a Project Engineer for the design and deployment of Transit Signal Priority (TSP) System for each of the seven Culver CityBus (CCB) routes with approximately 106 signalized intersections within the City. The project includes integration support with TSP functionality for the Clever Devices IVN™-based BusWare™ and back end BusTools™ software. Mr. Curd is responsible for design, coordination, and installation of both the intersection level and on-bus BSP systems, operations and maintenance of the BSP system, and assembling documentation and delivering training on the BSP system. The BSP system is based on the on-bus systems, IEEE 802.11b/g wireless bus-to-intersection communications, and intersection traffic controller technologies initially implemented under the BSP Pilot Project in the Crenshaw Boulevard Metro Rapid corridor. The project is scheduled to begin in May 2018 with the design, deployment, implementation and testing scheduled to be completed by May 2019. Operations and Maintenance (O&M) will be ongoing through June 2022. System training and turnover Feb 2022 to April 2022.





William "Bill" Young

PE

Principal-in-Charge

William "Bill" Young is a respected leader in the California civil engineering community, with 38 years of experience managing large and small design projects from conceptualization and design through construction. He has played an integral role designing roadway improvement projects for dozens of public works clients. Bill's experience covers a diverse range of design projects including, but not limited to, preparation of PS&Es; street, curb, and gutter repairs and improvements; pavement rehabilitation; and environmental services. He also has experience obtaining all necessary permits for these projects. His career experience includes three years of field survey, including field topography, boundary, construction staking, and as-built verification for utilities and flood control projects.

RELEVANT EXPERIENCE

City of Torrance North Well Field Phase II Roadway Repair and Resurfacing Project Manager for design services for roadway repair and resurfacing along Yukon Avenue, 180th Place, and 182nd Street. The project accompanied the construction of new water mains and storm drain lines in Yukon Avenue including areas adjacent to Yukon Elementary School in north Torrance. This design provided the City with final PS&Es along with Caltrans and County of Los Angeles permitting for water and storm drain piping under I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The design included the water main and street



Years of Experience

38

Education

BS, Civil Engineering,
California State Polytechnic
University, Pomona

Registrations

Civil Engineer, CA, 35715



reconstruction/resurfacing from the City's Well Number 9 situated in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks managed included: roadway reconstruction/repair, roadway resurfacing; design for jack-and-bore installation of 48-inch-diameter steel casing for 30-inch diameter concrete storm drain pipe under I-405; data gathering; utility research, including potholing; permit processing for Caltrans and the LACFCD; performing a design survey and hydraulic analysis; and preparing PS&Es.

City of Santa Monica Engineering Design Street and Storm Drain Improvements Project Manager for providing engineering design services for street and storm drain improvements at three different intersections in the City of Santa Monica. Montana Avenue at 7th Street caused safety concerns and requires driveway entrance and catch basin modification. Montana Avenue at 25th Street caused temporary flooding and requires the installation of a street drain or catch basin. San Vicente at 7th Street didn't allow for proper drainage and requires the replacement of an existing corrugated metal pipe. Tasks managed included: preparing agendas and summaries for project meetings, conducting right-of-way research, topographical surveying, conducting hydrology studies, providing design services necessary to complete construction drawings, performing a hydraulic analysis, preparing an Engineer's Estimate, preparing contract specifications, and processing necessary permits.

County of Riverside Murrieta Road Widening Drainage Task Manager responsible for the widening of Murrieta Road, which is a key north-south arterial west of I-215. Two miles (11,000 linear feet) of road was widened to four lanes to provide street capacity to the community. Prepared design PS&Es, developed traffic control plans, and managed regulatory permitting.

City of Highland 3rd Street and 5th Street Improvements Drainage Task Manager responsible for providing environmental and right-of-way engineering services and a PS&E package for the improvement of 3rd and 5th Streets. Tasks included: reconstruction and rehabilitation of existing pavement; roadway widening; design and installation of new curbs, gutters, sidewalks, retaining walls, street lighting, and traffic signals; modifying existing signals; and designing drainage systems and landscaping.

Transportation Corridor Agency State Route 241 Foothill Transportation Corridor – North, Southbound Widening Task Order Manager responsible for preparing PS&Es for the widening of the Foothill TCA. The TCA, in cooperation with Caltrans District 12, proposed to widen State Route 241 between Santa Margarita Parkway and Alton Parkway (5,700 feet) to provide a mixed-flow and auxiliary lanes at specified locations. The project involved widening the Upper Oso Reservoir Bridge and the Aliso Creek Bridge. Tasks included preparing final PS&Es, regulatory permitting, and traffic control plans.



Lisette Bice

PE, ENV SP, QSD

Project Manager

Lisette is an outstanding Civil Engineer with over 14 years of roadway design and repair experience, and is known for her exceptional experience in street widening, sidewalk resurface and rehabilitation, streetscape designs, parkway improvements, roadway extensions, site grading plans, and the design of sewer and storm drain systems for several public clients, including the Cities of Los Angeles, Gardena, El Monte, Torrance, Alhambra, and Culver City. She will oversee the CWE team in fulfilling the goals and objectives of this project.

RELEVANT EXPERIENCE

City of Torrance Crenshaw Boulevard Rehabilitation

Quality Control Manager for preparing construction documents for the roadway rehabilitation of Crenshaw Boulevard from 190th Street to 182nd Street, and intersection enhancements at I-405 Freeway southbound ramps to increase capacity. Improvements include traffic signal modifications, right-turn pockets, restriping, curb and sidewalk repairs, and ADA-compliant ramp upgrades.

City of Los Angeles Glendale-Hyperion Viaduct

Complex Improvements Technical Manager providing storm drain improvements, bridge widening, seismic retrofit, signing and striping, water quality improvements, lighting, traffic control, paving, and grading design elements. The goal of the project is to seismically retrofit and rehabilitate an existing viaduct complex along the historic corridor of Hyperion Avenue and Glendale Boulevard. Tasks include: conducting a hydrologic and hydraulic



Years of Experience

14

Education

BS, Civil Engineering,
California State University,
Long Beach

Registrations

Civil Engineer, CA, 83157
Envision™ Sustainability
Professional Credential
Qualified SWPPP Developer,
83157



analysis of City streets, bridges, I-5 off ramp realignment, and the proposed infiltration basin and bioswale; concept plan development; PS&E preparation; and permitting support.

City of Anaheim Ball Road and Anaheim Boulevard Widening Project Engineer for the widening of the Anaheim Boulevard and Ball Road intersection, which is designated as a primary arterial on Orange County's Master Plan of Arterial Highways and the City's Circulation Element. The project scope includes widening the north, south, and east legs of the intersection, as well as adding storm drain improvements, bicycle lanes, landscaped medians, infiltration basins, utility relocation coordination, and off-site owner improvements.

City of Los Angeles Lincoln Park Pathways Project Project Manager for developing PS&Es for ADA upgrades to both lighting and asphalt pathway located around Lincoln Park. This project required extensive coordination with the Local Voluntary Neighborhood Oversight Committee and adjacent property owners to address concerns of safety as well as the overall look of the improvements.

City of Gardena Rosecrans Avenue Arterial Improvement Project Engineer for developing PS&Es for roadway improvements along Rosecrans Avenue. The project consisted of work across the entire width of the right of way along the two-mile length of this major arterial crossing in the City of Gardena. Project work included removal of center turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, grind and overlay asphalt concrete pavement and signage and striping. The work required close coordination with the owners of multiple fuel pipelines and other underground facilities in the project boundaries and with adjacent business and residential property owners and tenants.

Irvine Business Complex Sidewalk – Phase II Design Engineer for sidewalk improvements along the Irvine Business Complex corridor. This project included the design and construction of sidewalks, curb ramps and driveways for previously constructed commercial and industrial areas. In order to achieve this, a number of utility relocations were coordinated with various utility owners. The project also included the replacement of various trees, and reestablishing landscaping and irrigation.



David Farrell

PLS

Survey Lead

David Farrell is a Professional Land Surveyor registered in the State of California with 27 years of experience. He is knowledgeable of the principles, practices, and procedures of ALTA, topographic and boundary surveys, legal descriptions, and easement preparation. He has played impactful roles on numerous award-winning projects, including the City of Los Angeles Garvanza Park Rainwater Capture and Use, City of Torrance Stormwater Basin and Treatment Wetlands Enhancement, and City of Burbank Johnny Carson Park Improvement and Stream Restoration.

RELEVANT EXPERIENCE

City of Beverly Hills Burton Way Median Green Street

Survey Lead for the design of bioswales and green street improvements to capture and retain urban runoff on the Burton Way median in the City of Beverly Hills. These improvements will assist the City in complying with the Ballona Creek Watershed EWMP and Ballona Creek Metals TMDL. Tasks included performing a topographic survey.

City of Los Angeles Laurel Canyon Boulevard

Groundwater Recharge and Green Street Design-Build

This project received awards from the ASCE and CASQA. Survey Lead for the design of bioswales along 1,000 linear feet of Laurel Canyon Boulevard between Kagel Canyon Street and Terra Bella Street for LA Sanitation – City of Los Angeles and the Los Angeles Conservation Corps. Conducted a topographic survey of Laurel Canyon Boulevard and at the Kagel Canyon intersection with Interstate 5, projected in NAD 83, to develop base files and project



Years of Experience

27

Education

Antelope Valley College

Licenses and Certificates

Professional Land Surveyor,
CA, 7813

Certified in GPS Technology



plan sheets. The project provided increased groundwater recharge, reduced flooding impacts, protected compatible beneficial uses, and improved the neighborhood quality of life.

City of Torrance Stormwater Basin and Treatment Wetlands Enhancement This project was the recipient of awards from the APWA, ENR, ASCE, CASQA, and *Storm Water Solutions* magazine. Surveyor for the design of two treatment wetlands, two infiltration basins, and 300 feet of storm drain piping to retain, treat, and infiltrate stormwater runoff to help the City comply with the Santa Monica Bay Beaches Bacteria TMDL. Performed topographic surveys and mapped the record boundaries for each of the three individual sites, and developed the survey control.

City of Los Angeles Garvanza Park Rainwater Capture and Use This project was the recipient of the CASQA Outstanding Stormwater BMP Implementation Project Award. Surveyor for the performance of a topographic ground survey and boundary mapping survey for LA Sanitation – City of Los Angeles and North East Trees to determine the feasibility of retrofitting Garvanza Park with subregional stormwater management BMPs to enhance urban and stormwater runoff water quality from an 85-acre watershed for TMDL compliance.

South Gate North Parcel Restoration and Water Quality Enhancement BMP Surveyor responsible for assisting in the performance of a comprehensive feasibility study for North East Trees by preparing a topographic ground survey, a boundary map of the project location, and plotting easements on topographic and boundary maps for a water quality enhancement project at a parcel in the City of South Gate.

City of Burbank Johnny Carson Park Improvement and Stream Restoration This project was the recipient of the 2016 ASLA Southern California Quality of Life and the 2016 APWA Best Awards Recreation and Athletic Facilities awards. Surveyor conducting a topographic survey for park improvements and the restoration of an urban stream through the 7-acre Johnny Carson Park in the City of Burbank. The restoration involved the removal of concrete and asphalt stream channel lining and its replacement with a bioengineered channel. The channel flows under two pedestrian bridges that required evaluation for loads, as well as analysis for scour related to flow constrictions since the abutments were to remain in place. Other services included PS&Es for grading, drainage, access road enhancements, retaining walls, and walking trails.

City of El Monte Garvey Avenue Grade Separation Drainage Improvement Survey Lead for a drainage infrastructure improvement project that will involve upgrades to the existing drainage system, including installation of new catch basins, inlets, and storm drain pipes; improvements to the existing pump station diverting the stormwater to the storm drain system; and implementation of green infrastructure initiatives to retain, reuse, or infiltrate the collected stormwater runoff.



Mike Nguyen

Traffic Control Plans Support

Mike Nguyen has 12 years of experience with traffic control, civil design, public works construction, and land development projects. His recent experience includes PS&E and traffic management plan preparation for public works projects, including storm drain, green street, roadway, sidewalk, and median improvement projects.

Mike has significant experience preparing traffic control concept plans, which involve developing pedestrian connectivity and safety measure detail improvements; striping, marking, and new signage improvements; and ADA-compliant ramps. He also provides design for grading and drainage; street and highway design, LID, geometric layout, and pavement rehabilitation.

RELEVANT EXPERIENCE

City of Torrance North Well Field Phase II Roadway Repair and Resurfacing Project Engineer providing traffic control to the City of Torrance for the North Torrance Well Field Phase II project, which upgraded the City's domestic water system. The project included well numbers 9 and 11, an access road, utilities, a three-million-gallon water tank, and a booster pump station at the Yukon site located west of Yukon Elementary School in North Torrance. Phase I of the North Torrance Well Field project was recently completed. The Phase II design provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 situated in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed



Years of Experience

12

Education

BS, Civil Engineering,
California State Polytechnic
University, Pomona



under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: providing traffic control; design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe; data gathering; utility research, including potholing; permit processing for Caltrans and the LACFCD; obtaining DSA approvals; performing a design survey and hydraulic analysis; preparing PS&Es; and providing bid and construction support.

City of Los Angeles Laurel Canyon Boulevard Widening and Green Street Design-Build

This project received awards from the ASCE and CASQA. Project Engineer for the design of bioswales along 1,000 linear feet of Laurel Canyon Boulevard for LA Sanitation – City of Los Angeles and the Los Angeles Conservation Corps. The project provided increased groundwater recharge, reduced flooding impacts, protected compatible beneficial uses, and improved the neighborhood quality of life. This was accomplished by the design of a series of infiltration swales along Laurel Canyon Boulevard between Kagel Canyon Street and Terra Bella Street with curb, gutter, and sidewalk improvements. This project collected stormwater runoff from an approximately 120-acre drainage area. Duties included developing design and traffic control plans for the project and performing construction management.

City of Pico Rivera Beverly Boulevard Median Improvement Responsible for performing plan check and review specification, conducting meetings, completing a quantity take-off, and preparing engineer's estimates. This project had a limit of 1.5 miles in length and the scope of work was to construct a new center median with brought tolerance plants and pavement rehabilitation. Materials analysis and design data was submitted to the City. Performed traffic control inspection and prepared staff reports for council meetings.

City of Los Angeles University Park Rain Gardens Project Engineer for the design of standardized sidewalk planters (rain gardens) that will treat stormwater runoff to help address the Santa Monica Bay Bacteria TMDL. The stormwater planters qualify as BMPs and LID solutions. The project involves demolition and reconstruction of sidewalks, parkways, curbs, and gutters so that the planters can be constructed within the public right-of-way.

Lennar Homes Central Park Street Improvement Design Engineer responsible for preparing street improvement and utility plans. This project involved a 42-acre subdivision, comprised of 25 residential lots and 4 community parks. Responsibilities included preparing precise grading and utility plans for all four parks and several lots, coordinating with clients to resolve design issues, and responding to RFIs and Change Orders. Coordinated outside consultants' civil engineering plans and submitted plans, and responded to plan check comments from the Building Department, Planning Department, and Fire Department. This project was prepared in accordance with the City of Irvine and Irvine Ranch Water District criteria and standards.

CHRIS CURD Project Engineer



Countywide Metro Rapid Signal Priority Project – Los Angeles County, CA

Mr. Curd serves as a project engineer maintaining Metro's Rapid Signal Priority system. The system consists of network infrastructure on six corridors maintained by 26 agencies throughout Los Angeles County and includes equipment at nearly 300 signals. In this system, radios on traffic signal poles communicate with radios on buses running along Metro Rapid Transit routes to extend green time as buses approach each intersection. Mr. Curd coordinates with local agencies in order to troubleshoot network failures, replace damaged devices, configure new devices, and ensure a strong response rate for Metro's system. This project began in September 2008 and is ongoing.

Bristol Street Traffic Signal Synchronization (TSS), Orange County Transportation Authority (OCTA) – Orange County, CA

Mr. Curd served as a project engineer and assisted with the preparation of design plans in MicroStation for the installation of new fiber optic communications along the Bristol corridor spanning four Orange County agencies. This project began in July 2015 and completed in August 2016.

Torrance Transit Rapid Line R3 Transit Signal Priority (TSP) System – Los Angeles County, CA

Mr. Curd serves Project Engineer maintaining Torrance Transit's TSP system for buses on their Rapid Line R3 route. The system consists of network infrastructure on six corridors maintained by six agencies throughout Los Angeles County and includes equipment at nearly 60 signals. In this system, radios on traffic signal poles communicate with radios on buses running along Torrance Transit's R3 route to extend green time as buses approach each intersection. Mr. Curd coordinates with local agencies in order to troubleshoot network failures, replace damaged devices, configure new devices, and ensure a strong response rate for Torrance Transit's system. The project began in November 2013 and maintenance is ongoing.

CONSTRUCTION MANAGEMENT

Hawthorne Boulevard TSS Construction

Management – City of Rancho Palos Verdes, CA

Mr. Curd provided construction management and construction inspection for the installation of approximately four miles of new fiber optic cable and conduit including connections to six traffic signals along the Hawthorne Boulevard corridor in the City of Rancho Palos Verdes. The project began in August 2016 and ended in April 2017.

ITS PLANNING, DESIGN, & INTEGRATION

I-405 Design-Build Improvement Project, Orange County Transportation Authority (OCTA) – Orange County, CA

Mr. Curd is serving as a Project Engineer for Iteris, acting as a subconsultant of a multidisciplinary design and construction team, on this \$1.2 billion dollar design build project in Orange County California. The project will improve 16 miles of the I-405 between the SR-73 freeway in Costa Mesa and the I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction from Euclid Street to I-605, making improvements to freeway entrances, exits and bridges, and will also implement Express Lanes that expands the existing HOV lane from one lane to two lanes in each direction from SR-73 to I-605. Iteris is responsible for the design of the Caltrans ITS field infrastructure, temporary ITS field infrastructure supporting maintenance of traffic during construction, toll system infrastructure and coordination, street lighting, agency traffic signal improvements along the corridor and development of the project Traffic Management Plan. Mr. Curd is working on the design of the Caltrans ITS field infrastructure, traffic signal improvements along the corridor, and development of detour plans. The project began in February 2017 and is ongoing.

Oxnard SCADA Project – City of Oxnard, CA

Mr. Curd is part of the design team for the development of design plans to extend the fiber optics network of the City of Oxnard, including the installation of new conduit, fiber optics cables, pull boxes and fiber distribution units and the termination and splicing of fiber optics wiring. The project began in June 2014 and is ongoing.

EVAN SHIPLEY
Project Engineer



Mr. Shipley serves as an Assistant Engineer for Iteris' Transportation Systems division and has been with the firm since April 2017. Mr. Shipley's experience includes working in the fields of Traffic Engineering and Operations and ITS Systems Engineering. Mr. Shipley has also been involved in a yearlong research project with Dr. Wilfred Recker, a Professor of Transportation Engineering at University of California, Irvine. Mr. Shipley's software knowledge includes AutoCAD, MicroStation, Synchro, TransModeler, HCS 2010 and TransCAD.

Project Experience

EDUCATION

- BS, Civil Engineering, University of California, Irvine, 2017

YEARS OF EXPERIENCE 1

CORE COMPETENCIES

- Traffic Engineering & Operations
- ITS Systems Engineering
- Traffic Signal Synchronization

AFFILIATIONS

- American Society of Civil Engineers (ASCE)

ITS SYSTEMS ENGINEERING

[Hawthorne Blvd Fiber-Optic Communications and Signal Upgrade Design – City of Ranchos Palos Verdes, CA](#)

Mr. Shipley served as Project Engineer on post-project editing of fiber-optic communication plan sets for the City of Ranchos Palos Verdes. Mr. Shipley assisted with the drafting of the as-built plan sets for the installation of the new conduit. The project began in May 2013 and completed in December 2014.

[Automated Traffic Management System – University of California, Irvine, CA \(ITS systems engineering\)](#)

Mr. Shipley serves as Project Engineer for this Campus ATMS project for the University of California at Irvine. This project includes full communication enhancements including new fiber-optic cable, new conduit, splice closures, traffic signal controllers, switches, CCTV Cameras, and traffic signal cabinets. Mr. Shipley assisted with the location design for both the new CCTV cameras and the installation of new fiber-optic cable needed to run the system. This project began in February 2017 and is ongoing.

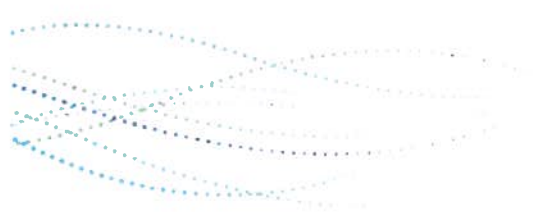
[Gateway Cities Fiber Optic and CCTV Design TM Project – Los Angeles County, CA \(ITS systems engineering\)](#)

Mr. Shipley served as a Project Engineer for the Los Angeles County Public Works Department and assisted with the fiber optic design utilizing MicroStation along the 10 mile Gateway Cities corridor including Imperial Highway from Alameda Boulevard to Old River School Road and Firestone Boulevard from Alameda Boulevard to Ryerson Avenue. The project began in December 2015 and is ongoing.

TRAFFIC SIGNAL SYNCHRONIZATION (TSS)

[Hawthorne Blvd Traffic Signal Synchronization – City of Ranchos Palos Verdes, CA](#)

Mr. Shipley served as a Project Engineer to synchronize 7 intersections



EVAN SHIPLEY Project Engineer



along Hawthorne Blvd after the city installed fiber optic communications. He determined the peak hours of travel, critical lane volumes, critical cycle length, basic timing parameters, and appropriate offsets to maximize bandwidth. He also implemented the timing in the field on controllers running LACO 1R firmware. The project began in October 2017 and was completed in January 2018.

[Burbank Traffic Responsive Signal System Project—City of Burbank, CA](#)

Mr. Shipley served as a Project Engineer for this project, which aims to synchronize and improve operation of 63 signalized intersections in the city of Burbank. These intersections will be retimed in an effort to reduce delay and improve travel times for all modes of travel. He is responsible for developing the Synchro base map and the basic timing parameters. He has also been involved in the data collection process for the existing field conditions. The project began in December 2017 and scheduled to be completed in December 2018.

[SBCTA San Bernardino Valley Coordinated Traffic Signal \(TSS\) System Project – San Bernardino County, CA](#)

Mr. Shipley serves as a Project Engineer on this project to assist 16 local agencies within the San Bernardino Valley area to help improve congestion along several major corridors. Mr. Shipley has performed a traffic signal cabinet inventory to document the existing communication equipment. Mr. Shipley assisted with the generation of basic timing parameters for 85 intersections within San Bernardino project area as well as creating the base Synchro file to use in analysis. The project began in March 2017 and is ongoing.

TRAFFIC ENGINEERING AND OPERATIONS

[I-405 Design-Build Improvement Project, Orange County Transportation Authority \(OCTA\) – Orange County, CA](#)

Mr. Shipley serves as a staff engineer for Iteris, acting as a subconsultant of a multidisciplinary design and construction team, on this \$1.2-billion-dollar design build project in Orange County

California. The project will improve 16 miles of the I-405 between the SR-73 freeway in Costa Mesa and the I-605 near the Los Angeles County line. The project includes adding one regular lane of travel in each direction from Euclid Street to I-605, making improvements to freeway entrances, exits and bridges, and will also implement Express Lanes that expands the existing HOV lane from one lane to two lanes in each direction from SR-73 to I-605. Iteris is responsible for the design of the Caltrans ITS field infrastructure, temporary ITS field infrastructure supporting maintenance of traffic during construction, toll system infrastructure and coordination, street lighting, agency traffic signal improvements along the corridor and development of the project Traffic Management Plan. Mr. Shipley provided design work for the fiber-optic cable relocation on five bridges which will be demolished. He also assisted with the ramp metering system design and traffic monitoring station design, as well as the determination of various service points to use. The project began in February 2017 and is ongoing.

[Bayside Drive Improvement Project – City of Newport Beach, CA](#)

Mr. Shipley serves as a staff engineer for Iteris, acting as a subconsultant for Mark Thomas & Company, Inc., providing traffic engineering support. Mr. Shipley performed a field inventory for the project and visual inspection of existing equipment along Bayside Drive. Mr. Shipley designed the traffic signal upgrade at the Jamboree Road and Bayside Drive intersection and the pedestrian crossing signal located along Bayside Drive. This project began in September 2017 and is ongoing.

JOSE CASTELLANOS, IMSA

Project Engineer



Mr. Castellanos serves as an Assistant Engineer for Iteris' Transportation Systems division and has been with the firm since November 2017. He has over three years of experience working in the field of transportation engineering. His expertise includes traffic operations analyses, traffic simulation, and signal timing. Mr. Castellanos' engineering software experience includes Synchro, SimTraffic, Tru-Traffic, HCS, VISSIM, AutoCAD. His experience with traffic systems include CENTRACS, ACTRA, and TACTICS central systems and he has experience with timing sheet conversions for ASC-2, ASC-3, Sepac, C8, TSCP, LACO-4E, 233, and 2033 controller firmware.

Iteris Project Experience

[Pacific Coast Highway Traffic Signal Synchronization \(TSS\), Orange County Transportation Authority \(OCTA\) – Orange County and City of Newport Beach, CA](#)

Mr. Castellanos provided support for this Traffic Signal Synchronization project led by OCTA. This project will: 1) develop a PS&E package for approximately 11 miles of fiber optic cable, integration of three new HD CCTV surveillance cameras, a new DMS sign and system; 2) upgrade 15 controllers to 2070 controllers for Caltrans and provide fiber optic communication connection to City Hall and Caltrans TMC; 3) develop new timing plans for the entire corridor which include 4 timing plans; 3 weekday peak period timing plans and a weekend timing plan; and 4) provide 24 months of O&M services to maintain the communication system as well the signal timing operations of the corridor. Mr. Castellanos conducted before travel time runs, and generated the before study report with OCTA. The project began in June 2016 and is ongoing.

[On-Call ITS Operations and Maintenance – City of Fountain Valley, CA](#)

Iteris is awarded annual contracts from the City of Fountain Valley to assist in the on-going operation and maintenance of the ITS infrastructure. Iteris, through this contract, maintains the operation of all the ITS components which include the fiber optic communication system, the Ethernet communication hardware, the CCTV hardware and controller communication failures. Mr. Castellanos assisted in integration of fiber communications and switch installations. This project began in May 2016 and will complete in March 2017.

[San Bernardino Valley Coordinated Traffic Signal System Project \(SBVCTSS\), San Bernardino County Transportation Authority \(SBCTA\) – San Bernardino County, CA](#)

Iteris was selected by San Bernardino County Transportation Authority (SBCTA) to improve traffic operations in the San Bernardino Valley. This starts with good traffic system communications as well as excellent traffic signal timing operations followed by regular review of the communication system as well as the traffic signal timing operations. Iteris provides expertise with all three of these project elements. As a part of a task order to develop a Traffic Signal Coordination Master Plan for priority areas, Mr. Castellanos assisted on the cycle length development. Iteris also provided traffic signal timing services for the I-10/Pepper Avenue Interchange Project

EDUCATION

- MS, Civil Engineering, Cal Poly Pomona (in progress)
- BS, Civil Engineering, California State University, Long Beach, 2016

REGISTRATIONS

- Engineer-in-Training (EIT):
 - CA #158541, 2016
- International Municipal Signal Association (IMSA)
 - Traffic Signal Level I, #AA111608, 2017

YEARS OF EXPERIENCE 3

CORE COMPETENCIES

- Traffic Engineering & Operations
- ITS Planning, Design, & Integration

AFFILIATIONS

- Orange County Traffic Engineers Council (OCTEC)
- International Municipal Signals Association



JOSE CASTELLANOS

Project Engineer



and assists Caltrans and SBCTA in implementing and fine-tuning new timings. Working with Caltrans, Mr. Castellanos was responsible for signal Synchronization tasks for three intersections. This project began in January 2017 and is expected to be complete in January 2020.

[On-Call Traffic Engineering Services for Trabuco Road Traffic Signal Synchronization – Cities of Lake Forest & Mission Viejo, CA](#)

OCTA selected Iteris to implement traffic signal corridor optimization and traffic communication upgrades. This project will provide operations and infrastructure improvements at fourteen (14) intersections along a four and one-half (4.5) mile segment of Trabuco Road. Two municipalities are involved with this project, including the City of Lake Forest and the City of Mission Viejo. The project will perform upgrades for traffic signal equipment and infrastructure, design and construct system improvements, develop and implement optimized traffic signal synchronization timing plans, as well as provide 24 months of maintenance for the traffic signal timing implemented through this project. The project goals include reducing stops, delays, travel times, vehicular emissions, Green House Gases (GHG), and overall traffic congestion along the corridor. Mr. Castellanos assisted with travel time runs for the O&M phase. This project began in May 2015 and is ongoing.

[Santa Monica Staffing Event Management– City of Santa Monica, CA](#)

Iteris was contracted to serve as an extension of the City's TMC staff during the following: California Incline Bridge Closure Project and Go With the Flow TMC Staffing Support in the summer of 2014. Due to positive feedback from City staff during events with staffing in the TMC, Iteris has been requested to also provide staffing support on various events throughout the year. Mr. Castellanos provided traffic operations support from the City's TMC.

Previous Project Experience

[Chapman TSSP, Orange County Transportation Authority \(OCTA\) – Orange County, CA](#)

Mr. Castellanos provided traffic engineering services for various transportation engineering functions for this OCTA funded project. The project required traffic

signal synchronization of 55 intersections under the jurisdiction of City of Orange, Garden Grove, Caltrans, and County of Orange. As part of this assignment, his duties included preliminary field review of intersection configuration and cabinet inventory, creation of base Synchro models, generating spreadsheets for existing and proposed basic timing intervals, cycle length analysis, and optimization plans for AM, MD, PM and weekend periods.

[KIMLEY-HORN & ASSOCIATES](#)

[Civil Analyst – Transportation Planning & Traffic Operations \(7/2016 - 10/2017\)](#)

Assisted in projects related to traffic operations and signal timing. Projects included Chapman TSSP, Newport TSSP, LA Avenue Signal Synchronization Project, Agoura On-Call, West Santa Ana Branch, and Malibu Pacific Coast Highway Signal Systems Improvements. Other assignments included preparing signal timing sheets for on-call clients, parking studies, review of traffic control plans, preparing reports and submittals for clients, and signal modification work on AutoCAD.

[CITY OF ANAHEIM PWA](#)

[Intern – Traffic Management Center \(6/2014 – 7/2016\)](#)

Assisted the engineers with day-to-day traffic operations including event support, traffic controller programming, troubleshooting field device communications to TMC, making remote signal timing changes using central system software, traffic studies, updating intersection timing sheet records, and various other duties.

[CITY OF SANTA ANA PWA](#)

[Land Surveying Intern \(8/2008 – 9/2009\)](#)

Assisted the land surveyors in the field with locating or re-establishing centerline ties, staking grading, drawing centerline ties on MicroStation, and other various duties.

[Civil Engineering Intern - Construction Management \(6/2006 – 8/2008\)](#)

Assisted the engineers in paying contractors through progress payments, processing project submittals, mix designs, bid abstracts, change orders, generating monthly reports for staff, and other various duties.

LYDIA CHUN

Project Engineer



Ms. Chun serves as Assistant Engineer for Iteris' Transportation Systems division and has been with the firm since April 2017. Ms. Chun has 2 years of experience in transportation systems design and traffic operations. Ms. Chun has been involved in the planning, designing, and deployment of transportation design projects and signal timing projects. Ms. Chun is proficient in the use of design and traffic analysis software such as AutoCAD, Synchro, ArcGIS, MicroStation, Tru-Traffic, and Microsoft Products; and traffic management systems such as Centrac and Intelight.

Project Experience

TRAFFIC ENGINEERING & OPERATIONS

[I-405 Design-Build Improvement Project, Orange County Transportation Authority \(OCTA\) – Orange County, CA](#)

Ms. Chun serves as a Project Engineer for the MOT/Detour Plan on this \$1.2 billion dollar design build project in Orange County California. The project will improve 16 miles of the I-405 between the SR-73 freeway in Costa Mesa and the I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction from Euclid Street to I-605, making improvements to freeway entrances, exits and bridges, and will also implement Express Lanes that expands the existing HOV lane from one lane to two lanes in each direction from SR-73 to I-605. Iteris is responsible for the design of the Caltrans ITS field infrastructure, temporary ITS field infrastructure supporting maintenance of traffic during construction, toll system infrastructure and coordination, street lighting, agency traffic signal improvements along the corridor and development of the project Traffic Management Plan. Ms. Chun is assisting project management with the preparation and development of Plans and Specifications for the maintenance of traffic. The project began in February 2017 and is ongoing.

[University of California, Irvine \(UCI\), Automated Traffic Management System \(ATMS\) – Irvine, CA](#)

Ms. Chun serves as Project Engineer for this ATMS project for the UCI Regents. This project includes full communication enhancements including new Fiber Optic cable, new conduit, splice closures, traffic signal controllers, switches, CCTV Cameras, and Traffic Signal cabinets throughout the UC Irvine campus. Ms. Chun assisted in the field work for this project as well as the creation of the designs. This project began in February 2017 and is ongoing.

[Laguna Woods Traffic Engineering Services – City of Laguna Woods, CA](#)

Iteris is providing traffic engineering services to the City of Laguna Woods. One of the main duties is to operate and maintain all the traffic signals within the City. Ms. Chun is serving as a Project Engineer of information into CENTRACS. She is also responsible for writing final reports. The project began in April 2012 and is scheduled to be completed in June 2019.

EDUCATION

- BS, Civil Engineering, University of California Irvine, Irvine, 2017

REGISTRATIONS

- [Engineering in Training \(EIT\)](#):
 - CA #163416, 2018

YEARS OF EXPERIENCE 2

CORE COMPETENCIES

- Traffic Engineering & Operations
- Traffic Signal Design
- ITS Planning & Design

AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- Institute of Transportation Engineers (ITE)
- Orange County Traffic Engineering Council (OCTEC)



LYDIA CHUN Project Engineer



Laguna Woods Traffic Engineering Services – City of Laguna Woods, CA

Iteris is providing traffic engineering services to the City of Laguna Woods. One of the main duties is to operate and maintain all the traffic signals within the City. Ms. Chun is serving as a Project Engineer conducting field work, field fin-tuning, and inputting of information into CENTRACS. She is also responsible for writing final reports. The project began in April 2012 and is scheduled to be completed in June 2019.

SBCTA San Bernardino Valley Coordinated Traffic Signal (TSS) System Project – San Bernardino County, CA

Ms. Chun serves as a Project Engineer for a \$3M project to assist 16 local agencies within the San Bernardino Valley area to improve traffic progressions along many key regional corridors. The project consists of four main components: First, develop traffic signal coordination master plans for five different sub-regions within the Valley. The Master Plan will serve as a roadmap for all future signal coordination in the Valley. Second, update signal coordination timings for over 500 traffic signals with a goal of reducing travel times, delays and GHG emissions. Third, conduct assessments of all the signal synchronization corridors and traffic signals to ensure they are all performing well and as planned on a semi-annual basis. Fourth, provide system support services to assist any agencies in resolving technical issues, e.g. signals offline due to lost communications. Ms. Chun was responsible for collecting the necessary field work for the existing conditions as well as developing maps for each agency in ArcGIS. The project began in March 2017 and is ongoing.

Marguerite Parkway Traffic Signal Synchronization Project – City of Mission Viejo, CA

Ms. Chun serves as Project Engineer on this Traffic Signal Synchronization (TSS) project for the City of Mission Viejo. The project involves traffic signal and communication improvements along Marguerite Parkway from El Toro Road to Auto Mall. The project includes the installation of new Fiber Optic cable, new conduit, CCTV Cameras, and a UPS System. Ms. Chun created the base maps and assisted in the preparation of plans. The project began in May 2017 and is expected to be completed in March 2018.

Metropolitan Transportation Commission (MTC) Program for Arterial Signal Synchronization (PASS) – San Francisco Bay Area, CA

Ms. Chun serves as a Project Engineer and is responsible for developing coordination patterns for over 50 signals in the cities of San Jose and Cupertino. The program involves signal synchronization for over 10 agencies throughout the nine-county region of the San Francisco Bay Area. The signal synchronization projects include existing conditions, modifications of basic timing parameters to meet the latest California MUTCD guidelines, proposed signal coordination patterns, implementation (field or at the TMC), and field fine-tuning of optimized signal coordination for various agencies each year of the program. Ms. Chun served as a Project Engineer responsible for collecting the necessary field work for the existing conditions. She was also responsible for developing the recommended coordination patterns. The project began in September 2017 is ongoing.

ITS PLANNING, DESIGN, & INTEGRATION

AC Transit Line 97 Transit Signal Priority and Adaptive Traffic Signal System – Alameda County, CA

Ms. Chun serves as Project Engineer on this Transit Performance Initiative (TPI) project for AC Transit. The project involves the relocation of various bus stops and traffic signal improvements throughout several cities. Ms. Chun assisted in the creation of the base maps, as well as the input of field work notes taken by his colleagues. Ms. Chun also assisted with the creation of this project. The design phase of the project began in January 2017 and is expected to be completed in 2018.



MARIO GUTIERREZ Project Engineer



EDUCATION

- BS, Civil Engineering, University of California, Irvine, 2011

REGISTRATIONS

- Engineer-in-Training (EIT):
- CA #155268, 2015

YEARS OF EXPERIENCE 6

CORE COMPETENCIES

- Traffic Engineering & Operations
- ITS Planning, Design & Integration
- Transportation Planning

AFFILIATIONS

- Institute of Transportation Engineers Southern California Section (ITE SoCal)
- Orange County Traffic Engineers Council (OCTEC)
- Intelligent Transportation Society of California (ITSCA)

Mr. Gutierrez serves as an Engineer for Iteris' Transportation Systems division and has been with the firm since November 2017. He has over 6 years of experience working in the fields of Traffic and Transportation Engineering, and Intelligent Transportation Systems (ITS), including traffic impact analysis, transportation planning, traffic calming, traffic signal and signing/stripping design, and parking demand analysis. Mr. Gutierrez has designed and drafted traffic signal, signing and striping, street lighting, and temporary worksite traffic control plans for projects located within Los Angeles, Orange, Riverside, San Bernardino and San Diego Counties. He has led over 30 projects from the initial scoping process to project approval. Mr. Gutierrez is proficient in AutoCAD, Traffix, and Synchro. As a native Spanish speaker, Mr. Gutierrez is an expert in both verbal and written English-Spanish translation.

Project Experience

TRAFFIC ENGINEERING & OPERATIONS

Shoreline Gateway East Tower – City of Long Beach, CA

Mr. Gutierrez serves as a Project Engineer to the City of Long Beach for traffic engineering design services. Iteris' tasks include data collection and project coordination; field review to verify existing features; improvement plans including traffic signal modification, signal and striping, temporary traffic signal, and traffic control; and further, cost estimates and specifications in conformance with American Public Works Association (APWA) *Green Book* and reference material as part of the City's standard contract documents. Ms. Gutierrez is assisting project management with the preparation and development of temporary traffic control plans, temporary traffic signal plans, and ultimate traffic signal and signing/stripping plans. This project began in October 2017 and is anticipated to complete in December 2018.

I-405 Design-Build Improvement Project, Orange County Transportation Authority (OCTA) – Orange County, CA

Mr. Gutierrez serves as a Project Engineer for the MOT/Detour Plan on this \$1.2 billion dollar design build project in Orange County California. The project will improve 16 miles of the I-405 between the SR-73 freeway in Costa Mesa and the I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction from Euclid Street to I-605, making improvements to freeway entrances, exits and bridges, and will also implement Express Lanes that expands the existing HOV lane from one lane to two lanes in each direction from SR-73 to I-605. Iteris is responsible for the design of the Caltrans ITS field infrastructure, temporary ITS field infrastructure supporting maintenance of traffic during construction, toll system infrastructure and coordination, street lighting, agency traffic signal improvements along the corridor and development of the project Traffic Management Plan. Mr. Gutierrez is assisting project management with the preparation and development of Plans and Specifications for traffic signal modifications and street lighting design. The project began in February 2017 and is ongoing.

MARIO GUTIERREZ

Project Engineer



ITS PLANNING, DESIGN & INTEGRATION

H Street Widening (Traffic Signal Modification) Project – City of San Bernardino, CA

Mr. Gutierrez serves as a Project Engineer as part of a multidisciplinary team for the traffic signal modification portion of this project. He is responsible for conducting field work and the signal modification and street lighting design. The project began in February 2018 and is scheduled to be completed in December 2018.

City of Irvine On-Call Technical Signal Services – City of Irvine, CA

Mr. Gutierrez serves as a Project Engineer responsible for traffic signal design and turning analysis. Iteris serves as an extension of City staff in the field and at the Irvine Traffic Research and Control (ITRAC) center for any timing related requests, such as crosswalk measurements, bicycle clearance measurements, construction and special event support. The project began in January 2017 and is ongoing.

Metro Orange Line (MOL) Grade Separation Analysis and Operational Improvements Technical Study, Los Angeles Metropolitan Transportation Authority (Metro) – Los Angeles County, CA

Mr. Gutierrez served as a Project Engineer as a part of a multidisciplinary team studying the feasibility of grade separating sections of the MOL and other operational improvements. He was specifically responsible for traffic signal and bus gate design at the intersection of the Metro Orange Line Busway and the Bureau of Street Services (BSS) Access Road. The project began in January 2018 and is ongoing.

Previous Project Experience

DKS Associates

Imperial Highway Traffic Signal Synchronization (TSS) Project – County of Los Angeles, CA

Mr. Gutierrez served as a Project Engineer and helped prepare traffic signal modification plans at nine different intersections along Imperial Highway in Hawthorne and Inglewood. The new design includes new traffic signal poles, new LED vehicle heads, new pedestrian countdown heads, new pedestrian push buttons, installing new EVPs, median nose cutbacks, curb ramp upgrades, new video detection systems,

new conduit, and pull boxes. Mr. Gutierrez referred to County of Los Angeles design standards, Los Angeles County traffic signal plan drafting guide, as well as Caltrans MUTCD 2014.

Bay Avenue Traffic Signal Interconnect Project – City of Newport Beach, CA

Mr. Gutierrez served as a Project Engineer and provided design and engineering services for the installation of fiber optic interconnect cable along Bay Avenue. The project consists of installing new 48-strand fiber optic cable along existing conduit along Bay Avenue, ultimately connecting 15th Street to Palm Street. In addition, the project proposes installing a new Closed-Circuit Television (CCTV) camera system at the intersection of Balboa Boulevard and Palm Street.

Ontario Municipal Fiber Optic Network – City of Ontario, CA

Mr. Gutierrez served as a Traffic Engineer and helped prepare the Plans, Specifications and Estimates (PS&E) for the City of Ontario Municipal Fiber Optic Network. Mr. Gutierrez provided aid in the installation of approximately 74 miles of fiber optic cable and communications to 149 traffic signals, 25 City Buildings and 4 Well Sites. He also supported management of subcontractors to proof the usefulness of existing conduit and to locate conflicting utilities in the design stages to minimize costs and overruns during construction.

Norwalk Fiber Optic Communication Design – City of Norwalk, CA

Mr. Gutierrez served as a Project Engineer and prepared design plans for the installation of fiber optic interconnect along San Antonio Drive/Norwalk Boulevard. In addition, the project included upgrades to signal hardware, installation of new pedestrian countdown signal heads, installation of ADA compliant curb ramps, and updating the signal timing coordination at specific locations along the entire project corridor. The total project length is 1.5 miles and includes 10 signalized intersections, 13 non-signalized intersections, an active at-grade railroad crossing, an emergency flashing beacon and four non-signalized pedestrian crossings.

MARLO MAYNIGO, PE Project Engineer



EDUCATION

- BS, Civil Engineering, University of California, Irvine, 2014

REGISTRATIONS

- Civil Engineer (PE):
 - CA #88788, 2018

YEARS OF EXPERIENCE 4

CORE COMPETENCIES

- Traffic Engineering & Operations
- ITS Planning, Design, & Integration
- Transportation Planning

AFFILIATIONS

- Institute of Transportation Engineers Southern California Section (ITE SoCal)
- Orange County Traffic Engineers Council (OCTEC)
- Intelligent Transportation Society of California (ITSCA)
- American Society of Civil Engineers Orange County Younger Member Forum (ASCE OC YMF)

Mr. Maynigo serves as an Associate Engineer for Iteris' Transportation Systems division and has been with the firm since March 2017. He has over 4 years of experience and has experience on a multitude of different traffic engineering, transportation planning, and ITS design efforts including corridor studies, arterial signal system projects, parking facility evaluations, site access designs, and fiber optic communication planning and deployment. Mr. Maynigo has provided professional consulting services to public and private sector clients throughout southern California. Mr. Maynigo is proficient in the use of traffic modeling software (Synchro and Traffix), MicroStation and AutoCAD.

Project Experience

TRAFFIC ENGINEERING & OPERATIONS

[Pacific Coast Highway Traffic Signal Synchronization \(TSS\), Orange County Transportation Authority \(OCTA\) – Orange County and City of Newport Beach, CA](#)

Mr. Maynigo served as a Project Engineer and was responsible for communication design plans. This project was led by the OCTA but was primarily a City of Newport Beach and Caltrans project. Work included a PS&E package for approximately 11 miles of fiber optic cable, integration of three new HD CCTV surveillance cameras, a new DMS sign and system. This project upgraded 15 controllers to 2070 controllers for Caltrans and provided fiber optic communication connection to City Hall and Caltrans TMC. This project developed new timing plans for the entire corridor that included 4 timing plans; 3 weekday peak period timing plans and a weekend timing plan. Our scope also included 24 months of O&M services to maintain the communication system as well the signal timing operations of the corridor. This project began in June 2016 and completed in January 2018.

[San Bernardino Valley Coordinated Traffic Signal System \(SBVCTSS\), San Bernardino County Transportation Authority \(SBCTA\) – San Bernardino, CA](#)

Mr. Maynigo is serving as a Project Engineer and responsible for identifying signals that required timing updates. Iteris was selected by the SBCTA to improve traffic operations in the San Bernardino Valley. This starts with good traffic system communications as well as excellent traffic signal timing operations followed by regular review of the communication system as well as the traffic signal timing operations. Iteris provides expertise with all three of these project elements. Iteris communication experts will be reviewing the communication infrastructure and diagnose and correct communication failures for those agencies that request assistance. Additionally, Iteris staff will be deploying software that will continually monitor and alert appropriate personnel to any ITS equipment failure. Iteris will also be developing a Signal Operations Master Plan that will govern the development of signal timing coordination plans throughout the San Bernardino Valley. This Master Plan will provide the basis for Iteris' development of coordination timing as well as

MARLO MAYNIGO, PE Project Engineer



those agencies that decided to develop the signal timing in-house. This will provide for regional coordination regardless of the source of new timing plans. Finally, Iteris will be providing bi-annual review and assessment of the operation of the regional corridors in the San Bernardino Valley to ensure optimal effective traffic signal timing exists throughout the duration of this project. This project began in January 2017 and will complete in January 2020.

Anaheim Boulevard Traffic Signal Synchronization Project (TLSP) – City of Anaheim, CA

Mr. Maynigo assisted in the update of the traffic signal control infrastructure and signal timing plans along Anaheim Boulevard, which included installing global positioning systems (GPS)/Emergency Vehicle Preemption (EVP) equipment, minor cabinet rewiring and traffic signal cabinets, installing conduits and fiber optic cable to fill communication gaps, and adding traffic surveillance capabilities for improved traffic management. He also helped enhance traffic surveillance and monitoring capabilities by designing high resolution Closed-Circuit Television (CCTV) cameras, detector upgrades and automated performance monitoring equipment such as Bluetooth and Wi-Fi readers along the corridor. Mr. Maynigo's involvement began in February 2015 and completed in December 2015.

State College Boulevard Traffic Light Synchronization Program (TLSP), Orange County Transportation Authority (OCTA) – City of Anaheim, CA

As a project engineer, Mr. Maynigo provided professional engineering services for the traffic signal synchronization project along State College Boulevard. The project consists of the preparation of signal timing plans, coordination plans, traffic signal modification plans, conducting before and after studies along the corridor. Mr. Maynigo was involved in field reconnaissance, signal timing analysis, documentation, and coordination with the City, OCTA and Caltrans. Mr. Maynigo's involvement began in July 2014 and completed in July 2015.

Rosecrans Avenue Traffic Signal Improvements – City of Norwalk, CA

As a Project Engineer, Mr. Maynigo prepared design plans for the installation of fiber optic interconnect

along Rosecrans Avenue. In addition, the project included upgrades to signal hardware, installation of new pedestrian countdown signal heads, installation of ADA compliant curb ramps, and updating the signal timing coordination at specific locations along the entire project corridor. The total project length is 3.1 miles and includes 13 signalized intersections, 28 non-signalized intersections, and an active at-grade railroad crossing. Mr. Maynigo's involvement began in July 2015 and completed in April 2016.

San Antonio Drive/Norwalk Boulevard Traffic Signal Improvements – City of Norwalk, CA

As a project engineer, Mr. Maynigo prepared design plans for the installation of fiber optic interconnect along San Antonio Drive/Norwalk Boulevard. In addition, the project included upgrades to signal hardware, installation of new pedestrian countdown signal heads, installation of ADA compliant curb ramps, and updating the signal timing coordination at specific locations along the entire project corridor. The total project length is 1.5 miles and includes 10 signalized intersections, 13 non-signalized intersections, an active at-grade railroad crossing, an emergency flashing beacon, and 4 non-signalized pedestrian crossings. Mr. Maynigo's involvement began in July 2015 and completed in April 2016.

ITS PLANNING, DESIGN & INTEGRATION

OCTA On-Call Traffic Engineering Services 2015-2019 – Orange County, CA

Mr. Maynigo is serving as a Project Engineer and responsible for signal timing plans. Iteris was re-selected as the highest ranked firm to be on OCTA multi-year on-call contract to provide traffic signal engineering and regional synchronization services throughout the County. To date, Iteris has either completed or is currently working on 8 projects, totaling over 250 signals, including Brookhurst Avenue. This contract began in January 2015 and will complete in April 2019.

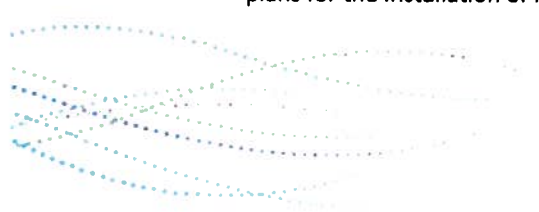


EXHIBIT B

V FEE PROPOSAL

Table 1 provides Iteris' not-to-exceed fee.

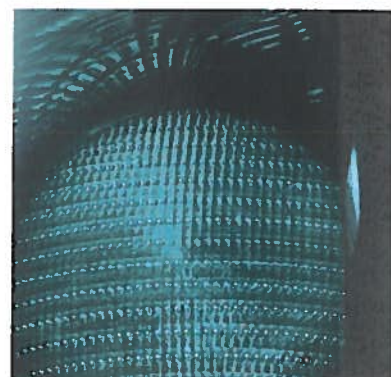
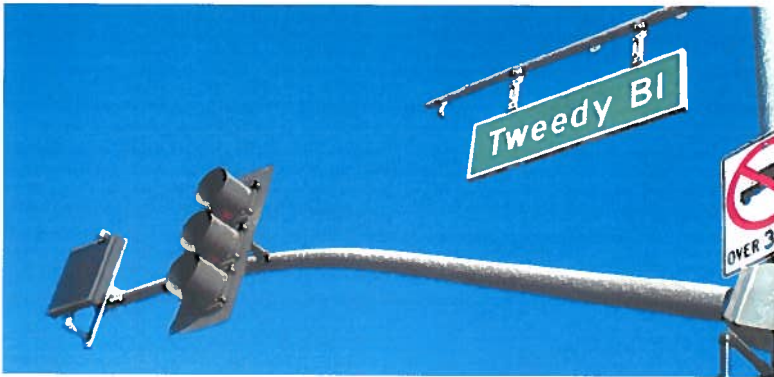
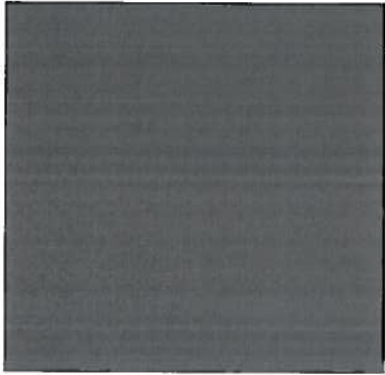
Table 1 – Fee Proposal

TASKS	ITERIS STAFF HOURS					TOTAL HOURS	TOTAL COST	CWE (SUB) Optional Scope
	Project Manager	Design Engineer	Principal-in-Charge	Project Engineer	Project Engineer			
	\$67	\$50	\$94	\$39	\$34			
<i>Labor Base Rates</i>								
1. Project Management	32	16	8	8		64	\$4,216	
2. Agency and Utility Coordination	6	20	4		32	62	\$2,750	
3. Preliminary Engineering	20	80	24	20	160	444	\$19,680	
4. Final Engineering	46	120	32	46	400	984	\$42,346	
5. Cost Estimates	2	8		2	32	64	\$2,590	
6. Specifications	4	8		2	16	58	\$2,432	
7. Project Advertisement Services	4	8			12	24	\$1,136	
8. Construction Support Services	10	24		7	40	76	\$3,618	
9. Prepare Record Drawings (As-Builts)	2	12			32	86	\$3,342	
	126	296	68	80	692	1,862		
					Iteris Total Direct Labor Cost		\$82,110	
					Iteris Total General Overhead (118.57%)		\$97,358	
					Iteris Total Fringe (68.10%)		\$55,917	
					Subconsultant Cost		\$6,000	
					Iteris Fixed Fee (12%)		\$21,536	
					ODCs		\$1,250	
					Traffic Counts		\$8,000	
					TOTAL FEE		\$270,171	



REVISED FEE PROPOSAL FOR
TWEEDY BOULEVARD TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT

LAMTA ID F7309, City Project No. 514-TRF



December 10, 2018

Submitted to:



Innovating Through Informatics™

08063-359.19

December 10, 2018

Arturo Cervantes, PE
Director of Public Works/City Engineer
City of South Gate
City Clerk's Office
8650 California Avenue
South Gate, CA 90280

**Re: (REVISED) Fee Proposal for Tweedy Boulevard Signal Synchronization Project
LAMTA ID F7309, City Project 514-TRF**

08063-259.19

Dear Mr. Cervantes:

Iteris, Inc. (Iteris) is pleased to submit the enclosed revised fee proposal to provide Traffic Signal Synchronization (TSS) services to the City of South Gate (City). The enclosed not-to-exceed total fee reflects all anticipated fee increases during the contract duration. A summary of scope modifications is listed below.

- Reduced level of effort during field review due to the extensive field review conducted in preparation for this proposal.
- Revised design plan set to include:
 - Title Sheet
 - General and Construction Note Sheet
 - (18) Signal Modification Sheets (1-20 scale)
 - Fiber Optic Communication Sheets
 - (4) New Conduit (1-40 scale)
 - (3) Existing Conduit (1-40 scale)
 - (4) Pedestrian Signal Design Sheets (RRFB, Hawk, Beacon, or other) (1-20 scale) includes civil design
 - Details
 - (1) Overall Communication Schematic
 - (3) Fiber Assignment Sheets (No Scale)
 - (3) General Construction Details (Pull Box, Conduit, etc.)

SCOPE EXCLUSIONS

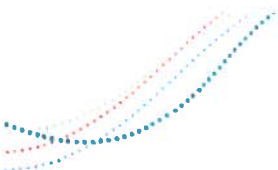
- Sustainable Design Plan (Project has met the requirements from Metro and has been approved).
- Topographic survey; curd ramp design will be done using field measurements and either Green Book or Caltrans standard plans.

Thank you for the opportunity to submit our revised fee proposal. Iteris looks forward to assisting the City on this important TSS project. Please contact me at (949) 270-9527 or rmm@iteris.com, or the designated Project Manager, Mr. Frislie, at (949) 270-9597 or pmf@iteris.com, should you have any questions.

Sincerely,
Iteris, Inc.



Ramin Massoumi, PE
Senior Vice President & General Manager
Transportation Systems



V FEE PROPOSAL

Table 1 provides Iteris' not-to-exceed fee.

Table 1 – Fee Proposal

TASKS	ITERIS STAFF HOURS						TOTAL HOURS	TOTAL COST
	Project Manager	Senior Design Engineer	Senior Timing Engineer	Principal in Charge	Project Engineer	Project Engineer		
<i>Labor Base Rates</i>	67	50	67	99	35	32		
<i>Iteris Total General Overhead (118.57%)</i>	79.44	59.29	79.44	117.38	41.5	37.94		
<i>Iteris Total Fringe (68.10%)</i>	45.63	34.05	45.63	67.42	23.84	21.79		
<i>Iteris Fixed Fee (10%)</i>	14.64	10.93	14.64	21.64	7.65	6.99		
<i>Labor Overhead Rates</i>	\$207	\$154	\$207	\$305	\$108	\$99		
Task 1. Project Management	16	6	6	4			32	\$6,695
Task 2. Agency and Utility Coordination	4	16	4			20	44	\$6,096
Task 3. Preliminary Engineering	10	38	8	4	88	136	284	\$33,734
<i>Field Review/Base Maps</i>	2	8	4		48	80		\$15,556
<i>Pedestrian Safety Analysis</i>	4	18		2	20	32		\$9,533
<i>Recommendation Improvement Report</i>	4	12	4	2	20	24		\$8,645
Task 4. Final Engineering	20	54	30	26	288	372	790	\$94,432
<i>Communication Design</i>	6	16		4	80	100		\$23,442
<i>Pedestrian Crossing Design (4)</i>	6	8		4	28	40		\$10,669
<i>Signal Modifications (18)</i>	8	30		8	100	120		\$31,371
<i>Signal Timing</i>			30	10	80	112		\$28,952
Task 5. Cost Estimates	2	8		2	10	20	42	\$5,313
Task 6. Specifications	4	8		2	20		34	\$4,832
Task 7. Project Advertisement Services	2	4					6	\$1,031
Task 8. Construction Support Services	2	30					32	\$5,042
Task 9. Prepare Record Drawings (As-Builts)	1	2				16	19	\$2,095
	61	166	48	38	406	564	1283	
							Iteris Total Direct Labor Cost	\$159,269
							ODCs	\$660
							Traffic Counts	\$10,000
							TOTAL FEE	\$169,929

Tweedy Boulevard TSS Project
LAMTA ID F7309, City Project No. 514-TRF

Tweedy Boulevard Signal Synchronization Project, LAMTA ID F7309					
City Project No. 514-TRF					
RFP Proposals Submitted and Fee					
	Consultant	Total Fees	Negotiated Fee	Total Hours	Average Hourly Rate
1.	Iteris Inc.	\$270,171	\$169,929	1,283	\$132.45
2.	Minagar & Associates, Inc.	\$169,929		1,181	\$143.89
3.	KOA	\$176,893		1,492	\$118.56
4.	DKS	\$206,475		1,372	\$150.49
5.	Willdan	\$232,516		1,515	\$153.48
	Average	\$211,197		1,367	\$139.77

Tweedy Boulevard Signal Synchronization Project, LAMTA ID F7309 City Project No. 514-TRF Interview Rankings	
Consultant	Ranking
Iteris Inc.	1
KOA	2
Minagar & Associates, Inc.	3
Willdan	4
DKS	5

RECEIVED

JAN 16 2019

City of South Gate
CITY COUNCIL

Item No. 9

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

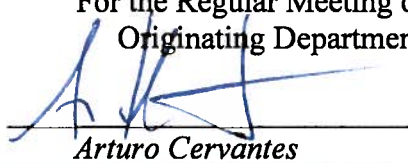
9:26am

AGENDA BILL

For the Regular Meeting of: January 22, 2019

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: AGREEMENT WITH EC CONSTRUCTION FOR THE CONSTRUCTION OF THE HILDRETH AVENUE TRAFFIC MITIGATION PROJECT, CITY PROJECT NO. 600-ST

PURPOSE: On October 23, 2018, the City Council authorized staff to negotiate with the Griffith Company to add the Hildreth Avenue Traffic Mitigation Improvements to the construction contract for The Boulevard Project. Griffith's cost proposal was noticeably higher than the engineer's estimate; therefore, staff issued the project for competitive bidding. Competitive bids have now been received and a construction contract is needed to implement the project.

RECOMMENDED ACTIONS:

- a. Approve Agreement with EC Construction to construct the Hildreth Avenue Traffic Mitigation Project, City Project No. 600-ST (Project) and award the Base Bid - Schedule A and Additive Bid - Schedule B, in the amount not-to-exceed \$254,411;
- b. Appropriate \$94,411 in Measure M funds to Account No. 311-790-39-9472 to fund the project;
- c. Authorize the Director of Administrative Services to transfer \$15,000 in Measure R funds and \$120,000 in Measure M funds from Account No. 311-790-31-9447 to Account No. 311-790-39-9472 to fund the project;
- d. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- e. Approve the Notice of Exemption for the construction of the Project and direct the City Clerk to file it with the Los Angeles County Recorder's Office.

FISCAL IMPACT: There is no impact to the General Fund. Project implementation will be funded as summarized below:

Account No.	Transfer from			311-790-39-9472 Appropriation	Total
	311-790-39-9472 Measure M	311-790-31-9447 to 311-790-39-9472			
	Measure M	Measure R	Measure M	Measure M	
Construction Contract	\$90,000	\$15,000	\$120,000	\$29,411	\$254,411
Construction Contingency	\$0	\$0	\$0	\$35,000	\$35,000
Construction Management & Inspection	\$0	\$0	\$0	\$30,000	\$30,000
Total	\$90,000	\$15,000	\$120,000	\$94,411	\$319,411

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal for "Continuing Creating and Protecting Strong and Sustainable Neighborhoods." The milestone identified in the Work Program for Fiscal Year 2018/19 is to begin construction.

ANALYSIS: The Hildreth Avenue Traffic Mitigation Improvements was bid competitively. The bid documents included improvements under a Base Bid - Schedule A and an Additive Bid - Schedule B. The bid documents specified that the low bidder is to be selected based on the lowest bid amount of the Base Bid - Schedule A. This bid approach was utilized to ensure the City received competitive pricing for the construction items that were essential to the overall project, which were identified in Base Bid – Schedule A. EC Construction submitted the lowest responsible and responsive bid on Base Bid - Schedule A, which was \$126,283, and is therefore deemed to be the low bidder.

Staff is recommending that the City Council also award Additive Bid – Schedule B. EC Construction’s bid of \$128,128 is competitive. It is less than the average bid of \$132,484.

BACKGROUND: The Hildreth Avenue Traffic Mitigation Project addresses traffic related concerns brought to light by the residents of Hildreth Avenue. A study confirmed that several issues existed on Hildreth Avenue, including, high traffic volumes, congestion, driveway access issues, unreported accidents and quality of life concerns. To date, the City has taken several actions to address the issues, and to develop the Project. This includes public outreach meetings, traffic studies, a pilot program, preparing construction documents and installing temporary traffic controls. The City Council also programmed funding to install permanent improvements.

The Project is programmed in the Capital Improvement Program and, its design has been completed. A construction contract is needed to implement the Project.

On November 15, 2018, staff advertised the Notice Inviting Bids for construction in the *Los Angeles Wave* newspaper. The Project was also advertised on the City website and trade publication services such as the *Construction Bid Board*. On November 19, 2018, the City conducted a non-mandatory meeting for all prospective bidders. On December 13, 2018, seven bids were received and opened by the City Clerk in a public forum. The summary of the bids follows:

<u>No.</u>	<u>Contact</u>	<u>Base Bid - Schedule A</u>	<u>Additive Bid - Schedule B</u>	<u>Total Bid</u>
1.	EC Construction	\$126,283	\$128,128	\$ 254,411
2.	Yakar	\$132,880	\$108,292	\$ 241,172
3.	STL Landscape, Inc.	\$149,830	\$122,840	\$ 272,670
4.	Aramexx Construction	\$152,620	\$158,533	\$ 311,153
5.	All American Asphalt	\$163,613	\$127,419	\$ 291,032
6.	Access Pacific	\$164,106	\$138,827	\$ 302,933
7.	Calpromax Engineering	\$166,614	\$143,348	\$ 309,962

The improvements in Base Bid - Schedule A include a median island barrier on Hildreth Avenue; landscape and irrigation; traffic signal modifications at the intersection of Firestone Boulevard and Hildreth Avenue; and pedestrian barrier fencing on the median in front of South Gate Middle School. Additive Bid- Schedule B consists of modifying the existing median on Firestone Boulevard, at Hildreth Avenue, to reduce the pocket to a single left-turn lane, plus landscape and irrigation.

Having been in existence as a general contractor for over 70 years, EC Construction, exhibits the capability, capacity, and experience to perform the work required under the bid solicitation. EC Construction is based in the City of South El Monte, and has successfully completed projects that included similar elements in the cities of Norwalk and Arcadia.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301. This Project is Categorical Exempt under Existing Facilities Section 15301 Class (c) Existing highways and

streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

Weather permitting, construction is scheduled to begin in March of 2019, and be completed in April 2019.

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

FS:lc

AGREEMENT

**HILDRETH AVENUE TRAFFIC MITIGATION PROJECT,
CITY PROJECT NO. 600-ST**

THIS AGREEMENT for the **HILDRETH AVENUE TRAFFIC MITIGATION PROJECT, CITY PROJECT NO. 600-ARC**, ("Agreement"), is made and entered into by and between the City of South Gate, a municipal corporation ("Owner"), and EC Construction, a California corporation, License No. 366814 ("Contractor") on January 22, 2019.

The Owner and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. ____, which involves the following project:

**HILDRETH AVENUE TRAFFIC MITIGATION PROJECT,
CITY PROJECT NO. 600-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 Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum of Two Hundred Fifty-Four Thousand Four Hundred Ten Dollars and Ninety-Five Cents (\$254,410.95) 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. Owner 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 Owner 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 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 of South Gate), 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

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.

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

CITY OF SOUTH GATE:


By: _____
María Belén Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

EC CONSTRUCTION.

By: _____
John K. Walters, 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 _____

John K. Walters

By: _____
Signature

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

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds 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 Redevelopment Agency, 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, City of South Gate Redevelopment Agency, 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 Redevelopment Agency, 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.

**HILDRETH AVENUE TRAFFIC MITIGATION PROJECT,
CITY PROJECT NO. 600-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 EC Construction, (“Contractor” herein) a Contract for: **HILDRETH AVENUE TRAFFIC MITIGATION PROJECT, CITY PROJECT NO. 600-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 Two Hundred Fifty-Four Thousand Four Hundred Ten Dollars and Ninety-Five Cents (\$254,410.95), 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 there under, 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:

EC Construction

Address: 2213 Chico Ave

South El Monte, California 91733

By: _____
John K. Walters

Title: President

(Type name of Surety)

(Type address of Surety)

By: _____
Name

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**HILDRETH AVENUE TRAFFIC MITIGATION PROJECT,
CITY PROJECT NO. 600-ST**

PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California (“City” herein), has awarded to EC Construction, (“Contractor” herein) a Contract for the work described as follows:

**HILDRETH AVENUE TRAFFIC MITIGATION PROJECT,
CITY PROJECT NO. 600-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 Two Hundred Fifty-Four Thousand Four Hundred Ten Dollars and Ninety-Five Cents (\$254,410.95) 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:

EC Construction

Address: 2213 Chico Ave

South El Monte, California 91733

By: _____
John K. Walters

Title: President

(Type name of Surety)

(Type address of Surety)

By: _____
Name

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

NOTICE OF EXEMPTION

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

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

Project Title and Location (including county):

The Hildreth Avenue Traffic Mitigation, City Project No. 600-ST.
Intersection of Hildreth Avenue and Firestone Boulevard, South Gate, Los Angeles, CA 90280

Project Description:

Construction of a median island barrier on Hildreth Avenue at Firestone Boulevard; landscape planting and irrigation of the median island; Traffic signal modifications at the Firestone Boulevard and Hildreth Avenue intersection; providing pedestrian barrier fencing on the Firestone Blvd median to discourage midblock crossing by pedestrians; extending the existing median east of Hildreth Avenue on Firestone Boulevard and reducing the left hand turn pocket on Firestone Boulevard to a single u-turn pocket on Firestone Boulevard; and providing landscape planting and irrigation of the median island.

Name of Public Agency Approving Project:

City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:

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

Exempt Status: (Check one)

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

Reasons why project is exempt:

This project is Categorically Exempt under Existing Facilities Section 15301 Class (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

Lead Agency Contact Person and Phone Number:

Arturo Cervantes, P.E., Director of Public Works/City Engineer
323-357-9657

acervantes@soqgate.org

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

Signature	Printed Name and Title	Date
	Arturo Cervantes, P.E., Director of Public Works	

RECEIVED

JAN 16 2019

City of South Gate Item No. 10
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:20am

AGENDA BILL

For the Regular Meeting of: January 22, 2019

Originating Department: Public Works

Department Head:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3352 WITH THE TRUST FOR PUBLIC LAND TO PREPARE SUPPLEMENTAL SOIL STUDIES FOR THE URBAN ORCHARD PROJECT

PURPOSE: The City is collaborating with the Trust for Public Land (TPL), a non-profit organization, to implement the Urban Orchard Project under a unique partnership. TPL provides core project services, at no cost to the City. Services are funded with grants secured collaboratively. As the recipient of the State Water Resources Control Board grant, the City transfers funding to TPL to fund project services. Amendment No. 1 assigns \$34,350 to TPL for supplemental soil studies.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 3352 with The Trust for Public Land for supplemental environmental soil characterization studies, in the amount not-to-exceed \$34,350; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The contract with TPL is funded as summarized below:

Core Services	Cost to City	Prop 1 Grant	Total
Contract No. 3352			
*Grant Applications	\$0	\$0	\$0
*Public Outreach	\$0	\$0	\$0
**Project Management	\$0	\$0	\$0
**Design – Park	\$0	\$0	\$0
**Construction Support	\$0	\$381,350	\$381,350
Amendment No. 1			
***Environmental Services	\$0	\$34,350	\$34,350
Total	\$0	\$415,700	\$415,700

- * These services are funded by TPL at no cost to the City.
- ** These services are funded by grants awarded through TPL, to the Urban Orchard Project.
- *** These services are funded by grants awarded to the City, for the Urban Orchard Project.

ALIGNMENT WITH COUNCIL GOALS: Amendment No. 1 meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone in the Fiscal Year 2018/19 Work Program is "Collaborate with The Trust for Public Land towards completing design of the Urban Orchard Project."

ANALYSIS: The Urban Orchard Project is under design. As a part of the process, the United States Environmental Protection Agency (EPA) prepared a Phase I Environmental Study (Study). The Study found contamination in the soil at several locations on the site, at depths of 0 -.5 feet. In a few locations,

contamination was found at depths of 16-20 feet. These findings warrant additional studies before proceeding with construction. More specifically, the EPA requires a soil characterization study. The study will further identify the condition of the soil and the remediation requirements. Such findings are not uncommon. When such conditions exist, it is common practice for the soils to be removed and replaced. When the remediation is complete, the site will be fully restored leaving for a safe park with no threat to health and safety.

While the EPA funded the Study, it will not fund or prepare the additional soil analysis. As such, Amendment No. 1 assigns funding to TPL to prepare supplemental soil analysis.

BACKGROUND: Contract No. 3352 with TPL provides core services for the delivery of the Urban Orchard Project. This includes services such as program management, design, construction support, grant writing and public outreach. TPL secured a grant with the EPA under which the EPA funded and prepared a Phase I Environmental Study. The Study found soil contamination which findings warrant additional studies. Amendment No. 1 provides funding for the services needed to complete the soil studies. The studies consist of (a) collection of 15 surface soil samples, (b) drilling 10 locations to depth 20 feet below surface, and (c) remediation strategy. These services will be provided by Tetra Tech, who is under contract with TPL.

The Urban Orchard Project proposes to construct a thirty-acre park between Firestone Boulevard to the north, Imperial Highway to the south, Los Angeles River to the west and I-710 Freeway. The program of improvements proposed for the new park includes a small constructed wetland, wetland overlooks, orchard of fruit trees, picnic areas, greenery, natural play areas, pedestrian and bike trails, public art, and exercise stations.

Above and beyond a park, the Project is a public works facility designed to mitigate environmental challenges. Highlights are listed below.

- Storm Water Run-off Quality - The project aims to re-direct water from the Bandini Channel to the Urban Orchard,
- Water conservation – Recycled water from the Bandini Channel will be used to irrigate the park.
- Drinking Water Reliability – The project will expand the Hawkins Water Plant by installing a new drinking water well.
- Active Transportation Program – The project will have pedestrian and bike trails to encourage residents to use alternative modes of transportation.

For over 13 months, the City and TPL have been working together to design the Urban Orchard. The Project has now reached the 30% design level. Design is scheduled to be completed June 2019.

The project is being designed through a community driven process. To date, four citywide community meetings have been held, four focus group meetings and six sidewalk engagement events. In total, over 3,000 contacts have been made.

ATTACHMENTS:

- A. Proposed Amendment No. 1
- B. Agreement No. 3352 with The Trust for Public Land
- C. Conceptual Rendering

AC/GD:lc

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT AND
CONSTRUCTION OF THE URBAN ORCHARD PROJECT**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 3352 FOR PROFESSIONAL SERVICES WITH THE TRUST FOR PUBLIC LAND. ("Amendment 1"), effective as of the date specified in Section 1 hereof, is made and entered into by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and **THE TRUST FOR PUBLIC LAND**, a California non-profit benefit corporation ("TPL"). City and TPL are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, City and TPL have previously executed that certain *Contract No. 3352 Agreement for Professional Services ("Agreement")* dated August 8, 2017 in an amount not to exceed \$381,350; and

WHEREAS, City desires to extend the scope and services to include the environmental soil characterization needed to prepare the soil management plan to aid in ensuring proper and efficient soil handling and disposal during the excavation and construction activities for the Urban Orchard Project as shown on the proposal being attached here as; and

WHEREAS, City and TPL desire to execute Amendment No. 1 to conduct the additional services and provide additional compensation to TPL; therefore, in an amount of \$34,350 under the terms and conditions of Agreement No. 3352; bringing the aggregate total of the Agreement and this Amendment No. 1 to a sum not-to-exceed \$415,700;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION TO SCOPE OF WORK AND SERVICES.

Consultant shall extend its scope of work and services to City as shown in its proposal (Exhibit A) to conduct the environmental soil characterization services for the Urban Orchard Project. Said scope of work and fee proposal is made part of this Amendment No. 1.

2. MODIFICATION OF CONTRACTORS COMPENSATION.

The compensation to be paid by City to TPL for the modified work and services identified in this Amendment No. 1 shall be as follows:

- a. Total compensation in accordance with the Exhibit A, for a total agreement amount not to exceed Thirty Four Thousand Three Hundred Fifty Dollars and Zero Cents (\$34,350.00).

3. EFFECT OF AMENDMENT.

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

[Remainder of page left blank intentionally]

4. EFFECTIVE DATE.

Unless otherwise specified herein, upon execution of all parties herein, this Amendment No. 1 shall become effective as set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

**"CITY"
CITY OF SOUTH GATE**


María Belén Bernal, Mayor

Dated: _____

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

**"CONSULTANT"
THE TRUST FOR PUBLIC LAND**

Title: _____

Dated: _____



135 W Green St
Suite 200
Pasadena, CA
91105
t: 323.223.0441
f: 626.204.4444
tpl.org

December 20, 2018

RE: Urban Orchard Additional Services

Dear Gladis:

In response to the need for Tetra Tech, Inc. to perform supplemental environmental soil characterization services at the Urban Orchard project site, I have prepared this letter proposal for additional services. The tasks associated with this additional service are pre-drilling field activities, supplemental soil characterization, sample analysis, and data analysis and reporting.

Tetra Tech, Inc: Lump sum/fixed fee - \$34,350

Cost proposal attached.

Sincerely,



Robin Mark
Project Manager
The Trust for Public Land



October 22, 2018

Ms. Robin Mark
Project Manager, The Trust for Public Land
135 W. Green St, 2nd Floor
Pasadena, CA 91105

**Reference: Proposal to Provide Supplemental Environmental Soil Characterization Services
Urban Orchard Project, South Gate**

Dear Ms. Mark:

Tetra Tech appreciates the opportunity to submit our proposal to conduct a supplemental environmental soil characterization prior to the preparation of a soil management plan (SMP) in support of the proposed Urban Orchard Project in South Gate, California. The investigation will provide additional chemical characterization of the site to aid in ensuring proper and efficient soil handling and disposal during the excavation and construction activities.

Scope of Work

Tetra Tech will work collaboratively with the City of South Gate to prepare a site-specific health and safety plan (HASP), pre-marking and notifications, drilling and sampling soil using a direct push rig, disposal of investigation-derived waste (IDW), and reporting.

Task 1. Preparation of Health and Safety Plan and Finalization of Field Procedures

Tetra Tech will prepare a HASP that will outline measures to ensure the health and safety of Tetra Tech employees and subcontractors during investigation activities. All field personnel will be 40-hour HAZWOPER trained and will attend a daily safety tailgate meeting onsite each morning of drilling activities. The field procedures will be finalized after thorough review of available documents.

Pre-Drilling Field Activities

Prior to drilling, Tetra Tech will conduct pre-field activities including ordering laboratory sampling jars and field equipment and supplies, preparing subcontract agreements, and pre-marking proposed boring locations onsite. The locations will be adjusted as needed for overhead obstructions and identified conflict with underground utilities, if necessary. If possible, underground utilities maps should be provided to Tetra Tech. Tetra Tech will contact Underground Services Alert (USA) a minimum of 48-hours prior to drilling for utility clearance to identify known utilities directly under or immediately adjacent to the proposed boring locations. A joint meeting will be requested with USA representatives during pre-marking activities in order to save time relocating locations due to utilities.

Tetra Tech will also conduct a geophysical survey at each boring location to identify buried subsurface objects and utilities. The geophysical survey will consist of ground penetrating radar (GPR) and an electromagnetometer (EM) to confirm the absence of utilities or other subsurface obstructions in the vicinity of the boring locations. The purpose of the geophysical survey is to delineate the surface trace of buried utilities, including electrical wires, sewer and water lines, gas lines, and other potential obstructions that may present a drilling hazard or prevent drilling at the designated location. Therefore, the boring locations may be adjusted accordingly to avoid contacting any detected subsurface features. The exact boring locations will be finalized in the field.

Tetra Tech, Inc.
3475 East Foothill Boulevard, Pasadena, CA 91107
Tel 626.470.2427 www.tetrattech.com

Task 2. Supplemental Soil Characterization

The proposed field investigation includes the collection of 15 surface soil samples and 10 direct push drilling locations to a depth of 20 feet below ground surface (bgs). The proposed locations are provided on the attached Figure. The boring locations were determined based on the results of the initial investigation (Weston 2018), and to provide more lateral and vertical coverage for characterization of the Site to guide the excavation of impacted soil.

The proposed sample locations take into account the following:

- Relatively low density of sampling (20 locations for approximately 7 acres) considering it was used as a landfill
- Fill material was used across the Site and is often heterogenous
- Site was used as a nursery and is located in an historical agricultural area

As mentioned above, additional borings will be advanced for better spatial coverage of fill material. Soil sample locations were identified to further delineate the elevated soil sample results for metals and SVOCs. Additionally, five surface samples will be tested for pesticides, and soil samples will be analyzed for leachability where leaching criteria are exceeded to determine if the soil is hazardous once excavated.

Each boring location will be logged in accordance with the Unified Soil Classification System (USCS) by or under the direction of a Professional Geologist or Professional Engineer. Soil color will be determined using the Munsell Soil Color Chart® and recorded on the logs. The borings will be backfilled with grout and the surface.

Soil samples will be collected from all 10 borings at 1, 5, 10, and 15 feet bgs. The sample depths may be adjusted based on field observations of staining, odor, and/or photoionization detector (PID) readings. Environmental soil samples will be collected by cutting the ends of the acetate liner and capping. Excess soil cuttings will be collected and temporarily stored in a UN/DOT approved 55-gallon drum onsite pending waste characterization for offsite disposal.

Decontamination Procedures

Drilling equipment will be cleaned prior to drilling each borehole to avoid cross contamination during drilling. Any reusable sampling equipment will be decontaminated by a triple-rinse system consisting of first rinsing and scrubbing the equipment with an Alconox™ (a non-phosphate detergent) solution, followed by rinsing with tap water, and lastly, rinsing with deionized water and air dried. The decontamination water will be collected and temporarily stored in a UN/DOT approved 55-gallon drum onsite pending waste characterization for offsite disposal.

Investigative-Derived Waste (IDW)

Drill cuttings and decontamination water generated will be placed in separate 55-gallon drums and stored onsite pending proper waste characterization and disposal. The drum locations will be coordinated during drilling activities. One composite sample for the soil and one for the decontamination water will be collected and analyzed for VOCs, TPH, and Title 22 metals for waste classification.

Task 3. Sample Analysis

Soil samples will be sent to Eurofins CalScience, an ELAP-certified laboratory, under chain of custody procedures for chemical analysis. Analysis will be performed for soil samples collected at 1 and 5 feet bgs, as well as samples collected at 10 and 15 feet bgs pending receipt and evaluation of shallow sample results or based on field observations. For costing purposes, it is anticipated that approximately 50% of the held samples will be analyzed. The following analyses will be conducted for each sample:

- Pesticides via USEPA EPA Method 8081 (select surface soil samples only)
- Title 22 Metals via USEPA Method 6010B/7471A
- SVOCs via USEPA Method 8270C

Based on the results of the metals analyses, additional laboratory tests may be conducted to determine the waste classification. If the concentration of a particular metal exceeds the screening level for the soluble threshold limit concentration (STLC) or the screening level for the toxicity characteristic leaching procedure (TCLP), the sample may be analyzed for the STLC and/or TCLP, respectively. For costing purposes, it is anticipated that 10 samples of the collected samples will be analyzed for one metal by the WET method for STLC and approximately 10 will be analyzed for one metal by the TCLP method.

Additionally, 10 samples may be analyzed for TPH for samples with elevated PID readings, staining, and/or odors.

Quality assurance/quality control (QA/QC) samples including duplicate samples and equipment blanks will be collected for every 20 soil samples for all chemical analyses.

Task 4. Data Analysis and Reporting

Upon completion of drilling, sampling, and upon receipt of analytical results, a letter investigation report will be prepared. In addition, Tetra Tech will determine the IDW waste characterization, prepare and submit waste profiles for review and signature, and provide waste manifests for signatures. Tetra Tech assumes that a representative City of South Gate will sign all waste profiles and manifests.

These results may be used to prepare detailed procedures for handling the soil during excavation, collecting confirmation soil samples, stockpiling soil, and transporting/disposing the soil that will be detailed in a SMP.

Deliverables

- Health and Safety Plan
- Environmental Soil Characterization Investigation Report

Assumptions

The following assumptions and limitations were considered in the preparation of this cost proposal:

- It is assumed that the work will be performed during normal working hours, i.e., 7 am to 5 pm, and there is no restriction on drilling time during the day.
- Hazardous material remediation is excluded in the scope of work and costs.
- Tetra Tech will coordinate with the City of South Gate for site access to the Urban Orchard Site
- LA County drilling permits are not required since it is not anticipated that groundwater will be encountered.
- Tetra Tech will not be responsible for utilities encountered during drilling that have not been marked out by USA, shown on provided plans, or identified during the geophysical survey.
- The City will provide locations for IDW drums to be stored.
- There is no allowance for unanticipated events such as inclement weather or mechanical breakdown. In the case that such events appear to impact the schedule and/or the cost, the City will be notified to request approval for additional costs.
- IDW is assumed to be non-RCRA hazardous, and temporary IDW storage will be coordinated by Tetra Tech during the field activities.
- All borings will reach target depths; if refusal occurs a new boring may be attempted for refusals less than 5 feet bgs.
- All borings will be backfilled with bentonite chips, grout, or similar.
- Normal turn-around-time for laboratory analysis
- Only 50% of the 5 and 10 feet bgs samples will require analysis. Additional samples will incur additional analytical costs.
- Based on field observations, 10 samples will be analyzed for TPH. Any additional samples will incur additional analysis costs.
- Only 10 samples collected will analyzed for STLC and TCLP
- Excludes preparation of the SMP.

Fee Proposal

Tetra Tech proposes to perform the above scope of services on a time and materials basis. Our subcontractors for this effort includes Terra Physics, Millennium Environmental, Eurofins Calscience, and Capitol Environmental. Terra Physics will be billed on a firm-fixed priced fee basis, while the other subcontractors will be on a time and materials basis.

Tetra Tech proposes to perform the scope of services to conduct the environmental soil characterization services for the Urban Orchard Project for a total not to exceed fee of **\$34,350**.

Our price estimate is based on an assumed level of effort that may vary. If additional out of scope services are requested, these items will be negotiated based on the approved billing rates provided.

Attachment A provides the Budget with the detailed breakdown of the fee and estimated level of effort for each task.

Schedule

It is expected that approximately three business days will be necessary to complete the field investigation program. The analytical testing will take approximately 10 business days. Should field conditions be significantly different from those expected (weather delays, buried obstacles, hazardous materials, buried structures, difficult drilling, etc.), Tetra Tech will notify the City of South Gate Project Manager prior to the undertaking of any additional work.

Tetra Tech is prepared to begin work on the project within one week after receipt of a written Notice to Proceed.

Thank you for the opportunity to submit this proposal and we look forward to the opportunity to support the City of South Gate. If you have further questions or require additional information, please contact Oliver Galang at 626.470.2423.

Sincerely,




Oliver D. Galang, PE, ENV SP
Water Resources Director, Los Angeles
Integrated Water Management

Enclosures (2)

1. Attachment A Fee Proposal
2. Attachment B Proposed soil sample locations

ATTACHMENT A. FEE PROPOSAL

 Price Proposal		Revision Date: Oct 22, 2018		Labor Plan								Price Summary / Totals						
URBAN ORCHARD PROJECT, SOUTH GATE				B Resource								Task Pricing Totals						
SOIL CHARACTERIZATION SERVICES												Total Price						
Submitted to: City of South Gate												34,350						
Contract Type: T&M												Pricing by Resource						
Project Phases / Tasks	Schedule			Total Labor Hrs	Project Manager (Oliver Gallego)	Principal Scientist, Remediation (Robert Barajas)	Remediation Engineer (Carl Ferral)	Water Resources Engineer (Eva Huang)	AQ Specialist/Drinking (Archie Kim)	Admin Support	Senior Scientist (Eric Nelson)	Labor Rate Est.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals
	From	Thru	Months															
Task 202.3 Soil Characterization				106	3	18	26	36	7	2	14	0.00%	14,532	19,043	225	550	-	34,350
1. Preparation of H&S and Field Procedures				41	2	8	-	28	3	2	-		8,468	1,978	75	-	-	6,918
Health and Safety Plan				19	1	4	-	12	1	1	-		2,771	1,375	75	-	-	2,671
Pre-Drilling Field Activities				22	1	2	-	14	2	1	-		2,791	1,375	75	-	-	4,141
2. Field Exploration, Drilling				22	-	4	-	4	-	-	14		3,230	4,950	150	550	-	6,880
Drilling				-	-	4	-	4	-	-	14		1,200	4,400	150	350	-	6,100
Disposal				-	-	-	-	-	-	-	-		-	350	-	-	-	350
3. Sample Analysis (15 surface, 10 subsurface)				4	-	-	-	4	-	-	-		460	12,718	-	-	-	13,178
4. Data Analysis and Reporting				39	1	8	26	-	4	-	-		5,377	-	-	-	-	5,377
Totals				106	3	18	26	36	7	2	14	0.00%	14,532	19,043	225	550	-	34,350

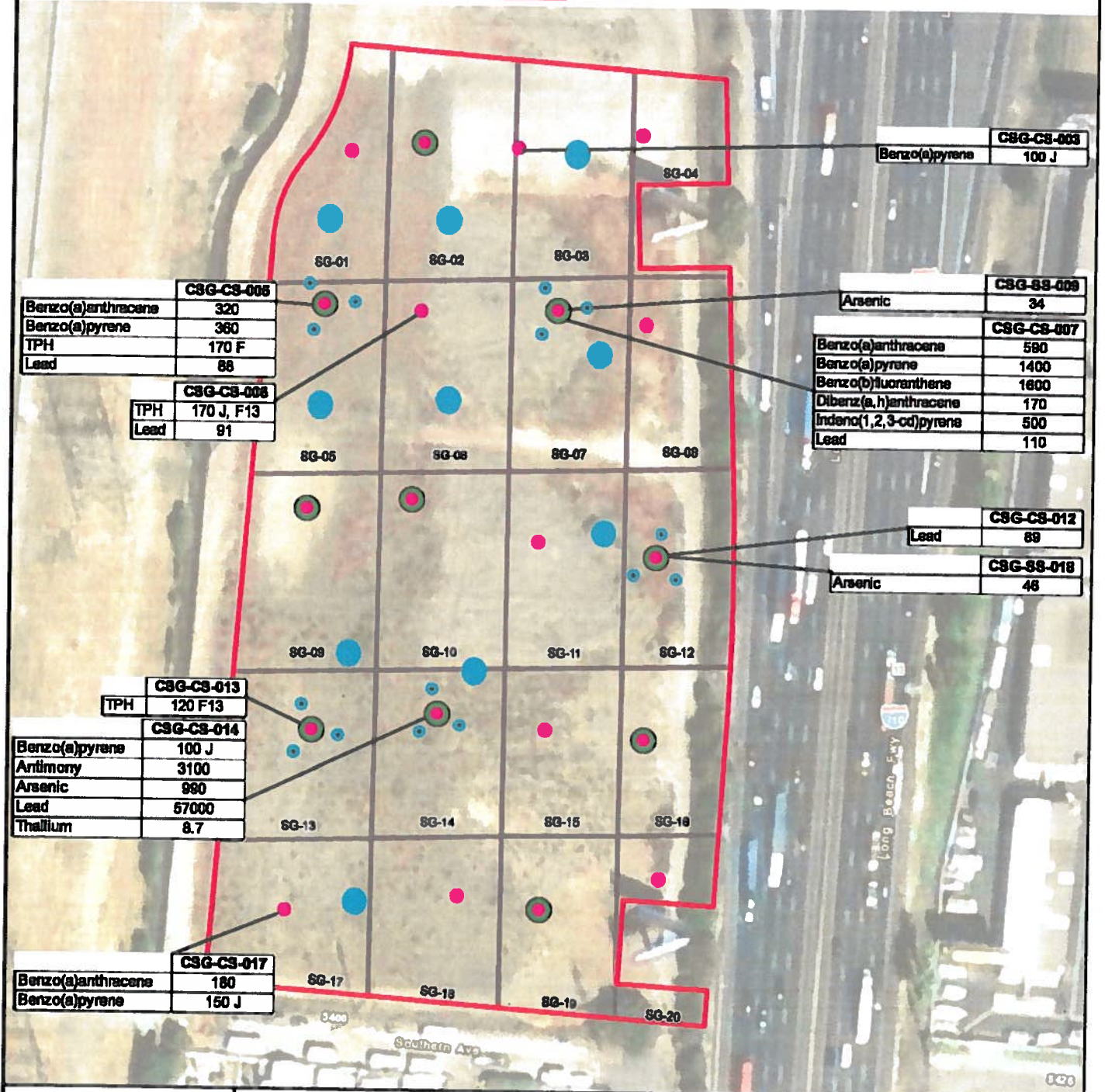
ATTACHMENT B. PROPOSED SAMPLE LOCATION MAP

Notes:
Analytical results shown exceed project screening levels
Results in mg/kg

Legend

- Proposed Surface Soil Samples
- Proposed Soil Borings

- Surface Soil Samples (0-0.5 ft bgs)
- Soil Borings (5-8, 8-12, and 16-20 ft bgs)
- Composite Surface Sample Grid (SG-01 thru SG-20)
- Site Boundary



**Urban Orchard Project, South Gate
Sediment Characterization Sampling Plan**

**AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT
AND CONSTRUCTION OF THE URBAN ORCHARD PROJECT**

This Agreement for Professional Services for the Development and Construction of the Urban Orchard Project ("Agreement") is made and entered by and between the City of South Gate, a California municipal corporation ("City"), and the Trust For Public Land, a California non-profit public benefit corporation ("TPL") (individually, a "Party" and collectively the "Parties").

RECITALS

A. Whereas, the City and TPL have been working together to improve 30-acres of unused, vacant land between Firestone Boulevard to the north, Imperial Highway to the south, Los Angeles River to the west and I-710 Freeway to east (the "Project Area") into green infrastructure and an urban park, commonly referred to by the Parties as the Urban Orchard Project; and

B. Whereas, the Project Area consists of sixteen (16) separate legal parcels, identified by the Los Angeles County Assessor's Office by the following Assessor's Parcel Numbers ("APNs"): 6222-001-003, 6222-041-270, 6233-001-272, 6233-001-275, 6222-001-276, 6222-041-277, 6222-001-278, 6222-001-801, 6233-042-900, 6233-001-901, 6233-001-902, 6222-001-904, 6222-001-906, 6222-001-908, 6222-004-912, and 6222-001-916; and

C. Whereas, for the purposes of this Agreement, the Project Area is divided into two planning areas identified herein as the Northern Project Area and the Southern Project Area (See Exhibit "A" for map); and

D. Whereas, the "Northern Project Area" contains 18.7 acres extending from the Thunderbird Villas mobile home park north to Firestone Boulevard, and which is comprised of ten (10) parcels, three of which are land located in a river channel, APNs 6233-001-901, 6222-001-904 and 6222-001-906 (the "Bandini Channel"), one of which is APN 6222-001-916, which has the street address of 9475 West Frontage Road ("9475 West Frontage Road") and the remaining six (6) of which are APNs 6222-001-003, 6222-001-276, 6222-041-277, 6222-001-278, 6222-001-801, and 6222-001-908, and

E. Whereas, the "Southern Project Area" contains approximately 12 acres extending from Thunderbird Villas south to the confluence of the Los Angeles River and Rio Hondo Channel, and is comprised of the six (6) remaining parcels, APNs 6222-041-270, 6233-001-272, 6233-001-275, 6233-001-900, 6233-001-902, and 6222-004-912; and

F. Whereas, the City of South Gate owns 9475 West Frontage Road, and all other property in the Northern Project Area is owned by Southern California Edison, the Los Angeles County Flood Control District ("LACFCD"), and the Los Angeles Department of Water and Power ("LADWP"); and

G. Whereas, the Southern Project Area includes land owned by the City of South Gate, LACFCD and LADWP, as well as an active railroad right-of-way; and

H. Whereas, the legal description of 9475 West Frontage Road is set forth on Exhibit "B", attached hereto and incorporated herein by this reference; and

I. Whereas, TPL is the recipient of grant funds in an amount of \$845,000 (the "RMC Grant") from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy ("RMC"); and

J. Whereas, the RMC Grant's scope of work includes developing a conceptual design plan for the entire Project Area, assessing the feasibility of removing concrete from the Bandini Channel, and developing construction plans for the Northern Planning Area; and

K. Whereas, the RMC Grant does not include any funding for construction, it does include funding for the planning of the entire Project Area; and

L. Whereas, the City is a recipient of grant funds in the amount of \$7.9 Million (the "SWGP Grant") for the construction of improvements to 9475 West Frontage Road, from the State's Proposition 1 Water Quality, Supply, and Infrastructure Improvement Act of 2014, Stormwater Grant Program ("SWGP"). All improvements made pursuant to the SWGP Grant will be referred to hereafter as "SWGP Improvements." Currently, the SWGP Improvements are the only ones funded in the entire Project Area. This Agreement also refers to potential future funding for design and/or construction of improvements on other portions of the Project Area. These improvements, if funded, would be made to adjacent property owned by the City or on which the City obtains a lease, license, or use agreement in place with the owner. The term "Improvements" will be used hereafter to refer to these and to improvements contemplated for the entire Project Area in a general sense; and,

M. Whereas, the City, as the SWGP Grant recipient, will administer the SWGP Grant and TPL will be a paid consultant to the City, to act as the City's project manager as outlined in Exhibit "C", assuring coordination and cohesion in the implementation of the SWGP Improvements to 9475 West Frontage Road with the Improvements to the Project Area as a whole, and

N. Whereas, TPL intends to continue to pursue additional grants to fund the development of plans and specs and/or construction of Improvements for other portions of the Project Area; and

O. Whereas, the Parties wish to enter into this Agreement to establish the Parties' rights and obligations with respect to the funding, planning and implementation of the SWGP Improvements to 9475 West Frontage Road.:

NOW, THEREFORE, in consideration of the mutual promises contained herein the Parties agree as follows:

1. Development of Project Area Under Present and Future Grant Agreements. During the Term (as defined in Section 2 below) of this Agreement, the Parties shall coordinate the design development and construction of SWGP

Improvements to the Project Area. The Parties responsibilities are outlined on Exhibit "C".

(a) 9475 West Frontage Road. The City owns 9475 West Frontage Road, but has leased it to a third party under a lease dated as of May 10, 2016. TPL acknowledges that the City cannot allow any SWGP Improvements to be built on 9475 West Frontage Road during the term of that lease. The lease term is scheduled to expire in May of 2017, after which the lease will be terminable by either the City or the tenant upon 30 days' written notice to the other. The City will not enter into a new lease agreement after expiration and will give tenant notice of termination within 30 days of request by TPL.

(b) Other Portions of the Project Area. When the City subsequently becomes the owner, lessee, or otherwise obtains rights to use of any other real property adjacent to 9475 West Frontage Road, or otherwise obtains permission from the owner of such adjacent property to build Improvements thereon, then at the Parties' agreement, the City shall have the right to request an Add Service Request from TPL to extend TPL's project management services to the adjacent properties. The City is under no obligation to acquire any such additional property or to seek to develop it pursuant to this Agreement. Any portion of the Project Area upon which the City now or hereafter elects to build Improvements pursuant to this Agreement is sometimes referred to hereafter as the "Property".

(c) Future Grant Applications. TPL shall lead the grant application process for additional funding. City shall cooperate in the grant application process and shall have the absolute right to review and modify grant applications, and to direct TPL not to apply for any grant if the City determines that the conditions of such grant are not in the City's best interest. TPL and the City shall jointly agree upon whether the City or TPL shall be the grant applicant. If a grant is awarded to City rather than TPL, then during construction of the corresponding Improvements the City shall promptly submit invoices to the grantor at TPL's behest and as required under the agreement by which that grant is awarded ("Grant Agreement"). If instead the grant is in TPL's name then City commits to taking an assignment of the grant upon acceptance of the Improvements, at the time the Acceptance Letter (as defined in Section 13 below) is issued. The grant applications shall make clear that City is the owner of the Property or otherwise has an agreement with the owner and will be the long-term steward of the Improvements after they are completed by TPL and the Contractor (defined in Section 5 below).

(d) Incorporation by Reference. The terms of TPL's installation of the Improvements, and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement approved by the City. The terms of any such approved Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any Grant Agreement approved by the City and the terms of this Agreement, the terms of that Grant Agreement shall control.

(e) Land Tenure. City will be the long term steward of the Property once the Improvements are built on the Property. City understands that public grant funding will be sought. Consistent with the foregoing provisions of this Section 1, City explicitly recognizes that TPL will be relying upon the City to be the long term steward of the Property and Improvements for the duration of time required by any applicable Grant Agreement, not to exceed 30 years.

2. Term. The term ("Term") of this Agreement shall be thirty-six (36) months. The Term shall commence on the date on which the last of the Parties, whether City or TPL, executes this Agreement ("Effective Date"). The Term shall expire on the third (3rd) anniversary of the Effective Date (the "Expiration Date").

(a) Early Termination. This Agreement may be terminated prior to the Expiration Date at the request of the City or TPL in accordance with Section 18 below.

(b) Extension of Term. Due to the partially overlapping timelines of the RMC Grant and the SWGP Grant, TPL is aware of the potential need to extend the term of one of those grants, and to make a corresponding extension of the Term of this Agreement, during the construction phase of SWGP Improvements to 9475 West Frontage Road. Should such a grant extension be needed, the Parties will work to provide a revised schedule and request a grant extension, and will make a corresponding extension to the Term of this Agreement.

(c) Survival of Land Tenure Obligations. To the extent the Improvements are built on any Property, the land tenure obligation identified in Section 1(e) above will survive any expiration or termination of this Agreement.

3. Development of Plans and Specifications. TPL, at its own expense as funded through the RMC Grant, shall develop plans for the SWGP Improvements. Project Management services for TPL's role in developing these plans will be paid to TPL by City through funds secured through the SWGP Grant. Project management services will be paid to TPL retroactively from the date of the SWGP award in December 2016. TPL shall be responsible for all expenses to be paid to consultants in the development of the plans, including costs that exceed the RMC Grant.

(a) Nature of Plans. The plans to be prepared by TPL hereunder shall be consistent with both (i) the terms of the Grant Agreement by which the RMC Grant was awarded and (ii) the desires of the City and the community as a whole as gleaned through TPL-sponsored public workshops.

(b) City's Approval of Plans. TPL shall prepare detailed final plans and specifications for City's review and approval. TPL will provide the City with three (3) sets thereof signed by a licensed landscape architect and/or licensed engineer if applicable. TPL shall cause the architect to revise those plans and specifications to the extent required by the City as a condition of the City's approval. Such plans and

specifications, once approved by the City, are hereafter referred to as the “Plans and Specs”.

(c) Prioritization of 9475 West Frontage Road. Understanding the timeline for implementation of the SWGP Grant funds, which calls for completion of SWGP Improvements to 9475 West Frontage Road by October 2020, TPL will prioritize design development of the SWGP Improvements funded through the SWGP Grant on 9475 West Frontage Road.

4. Right of Entry. During the Term, City shall allow TPL, its employees and agents, at no cost to TPL, access to the portions of the Project Areas that are under the City’s control as necessary to install the SWGP Improvements; provided, however, that TPL shall have limited access (only to the extent consistent with the lease provisions) to 9475 West Frontage Road prior to the termination of the lease identified in Section 1(a) above (it being anticipated that the lessee and any sub-lessees will all have left the 9475 West Front Road property by July 31, 2017). The City shall have the right to impose certain restrictions on such entry as deemed necessary by the City for public health and safety reasons, and to minimize adverse impacts of such access and installation upon the residents of the adjacent mobile home park.

5. Selection of a Contractor; Installation of the Improvements. In consultation with the City, and to the extent permitted under applicable law and the City’s Municipal Code, TPL will work with the City and the CM (defined in Section 8 below) to select a contractor (“Contractor”) to construct and install the Improvements in accordance with the Plans and Specs and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. TPL understands that in certain cases, including without limitation the case where the City is the grant recipient, the construction of the Improvements may constitute a public works project. In that case, the City would work with TPL and the City hired CM to create a list of pre-qualified Contractors per the City’s Municipal Code. The City would then invite bids from pre-qualified Contractors and select and hire one based on City Code.

6. Payments. If TPL is the grant recipient, TPL will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to the City, in accordance with the terms of the applicable Grant Agreement. If the City is the grant recipient, or if construction of the Improvements is otherwise deemed to be a public works project under applicable state law or municipal ordinances, the City may be required to make payments to the Contractor directly, in which case TPL and CM will assist the City in reviewing Contractor or other third party invoices to the City as well as any requested change orders submitted to the City by Contractor or other third parties.

7. Compensation. The total compensation to be paid by the City to TPL for the scope of work and services described in Exhibit “D,” as well as for project management of the design development of the project shall be as submitted in the proposal for an amount of \$381,350 (the “Fee”). This Fee shall cover the work and

services as set forth in Exhibit "D" as well as the project management work required for fulfillment of the RMC Grant, and if TPL undertakes additional work and services it may request an amendment for City's approval.

(a) Invoicing and Payment. TPL shall submit quarterly invoices to City for the work performed not more than thirty (30) days after the end of each month in which services were rendered. Each invoice shall contain a detailed description of work performed during the period covered by the invoice, including hours worked by individual TPL personnel, rates charged for TPL's personnel, and an itemized list of expenses for which TPL claims reimbursement. Invoices shall show the percentage of completion of each portion of the work as of the end of the period covered by the invoice. 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. If City objects to any item of expenditure charged on any invoice, City shall notify TPL of its objections within thirty (30) days of receipt of the invoice, give its reasons for objecting and pay that portion of the invoice that is not in dispute within thirty (30) days of receipt by City.

8. Construction Management. TPL will work with the City-selected construction manager ("CM"). The CM will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specs, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. City staff will participate in the scheduled progress meetings to keep abreast of construction activity and to insure that work follows approved Plans and Specs.

9. Construction Inspections. TPL and City will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specs. Upon substantial completion, City staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to the City's issuance of an Acceptance Letter pursuant to Section 13.

10. Permits and Fees for Construction Events. When TPL is the grant recipient and whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City in connection with the construction or opening celebration of the Improvements, TPL shall pay (and/or obtain a waiver from City) of all such Fees. TPL shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests. Nothing in this Section 10 is intended to require the City to waive any applicable Fees, and the City is under no obligation to waive any applicable Fees.

11. Indemnification.

(a) TPL's Indemnification of City. During the Term of this Agreement, but only applicable under potential future funding scenarios when TPL is responsible for installing Improvements but not applicable to current funding including the RMC Grant, and SWGP Grant where City is responsible for SWGP Improvements, TPL shall indemnify and save harmless the City, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of City or whether liability without fault is imposed or sought to be imposed on City, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of City, its officers, agents or employees. The indemnity obligations described in this Section 11(a) shall survive expiration of this Agreement. In addition to TPL's obligation to indemnify the City, TPL specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnification provision. Notwithstanding anything to the contrary in this Section 11 (a), TPL shall not be responsible for indemnifying or saving harmless the City from any pre-existing condition on the property (e.g. existing environmental conditions, etc.).

(b) City's Indemnification of TPL. Following issuance by City of the Acceptance Letter pursuant to Section 13 of this Agreement, the City shall indemnify and save harmless TPL and its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of TPL or whether liability without fault is imposed or sought to be imposed on TPL, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of TPL, its officers, agents or employees. The indemnity obligations described in this Section 11(b) shall survive expiration of this Agreement. In addition to the City's obligation to indemnify TPL, the City specifically acknowledges and agrees that upon the City's issuance of the Acceptance Letter, the City will have an immediate and independent obligation to defend TPL from any claim that actually or potentially falls within this indemnification provision.

12. Insurance. During the Term, TPL shall maintain the insurance coverage required under any of the Grant Agreements. In addition, TPL shall maintain the following insurance throughout the Term of this Agreement:

(a) Comprehensive General Liability: Comprehensive General Liability Insurance, including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City of South Gate.

(b) Automobile Liability: Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- (i) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence;
- (ii) Primary Property Damage of at least \$1,000,000 per occurrence; or
- (iii) Combined single limit of \$1,000,000 per occurrence.

(c) Workers' Compensation: Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City of South Gate.

(d) Additional Insured Endorsement: All policies must include an Additional Insured Endorsement (CG 20 10 11 85, or an equivalent form approved by the City) naming the City of South Gate and its agents as an additional insured on the above-captioned insurance coverage with respect to the City's and its agent's interests under this agreement. This is to be complied with by presenting a certificate of insurance including the endorsements to the City and its agents prior to award of contract and commencement of work under this Agreement. **Invoices will not be issued until completed paperwork is received and approved.**

(e) Restrictions on Cancellation. All policies of insurance shall provide for a minimum of thirty (30) days' written notice to the City of any change to or cancellation of the policy.

(f) Form of Policies: All insurance policies required hereunder shall be in a form, and written through, companies acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

13. Final Acceptance. If TPL is the grant recipient and installs Improvements, then upon notice from TPL that the Improvements have been installed in accordance with the Plans and Specs, City shall, within ten (10) working days of such notice, perform a final inspection; provided, however, that TPL shall not deliver such notice to City until TPL has: (1) obtained all necessary regulatory approvals, (2) submitted to the City the completed Punch List prepared by City pursuant to Section 9, and (3) submitted to the City the waivers and releases and assignments required under Section 15 of this Agreement. If the City's final inspection discloses any deficiencies, City shall prepare a new Punch List for completion by TPL and Contractor. Upon City's inspection and decision to accept the work, City will, no later than seven (7) days following City's final inspection, prepare a letter of final acceptance (the "Acceptance Letter") addressed to TPL, which, upon issuance of the Acceptance Letter shall constitute "Final Acceptance".

Prior to the City's issuance of the Acceptance Letter, TPL shall remove all of its property from the Property and shall repair, at TPL's cost, any damage to the Property caused by such removal or caused by TPL's construction activities on the Property; provided, however, that at the City's option (for security or other reasons in the City's discretion) the City can instruct TPL to leave in place any security fencing surrounding the Property until after the Acceptance Letter has been issued, and to thereafter remove that fence and repair any damage caused by such removal as soon as possible, all at TPL's expense. Prior to delivery by the City of the Acceptance Letter to TPL, the City shall not allow public use of the Property or Improvements. Accordingly, if the City allows public use of the Property or Improvements, that shall be deemed to be the functional equivalent of the issuance to TPL of the Acceptance Letter for all intents and purposes.

14. Assignment and Assumption of Grant Agreement(s). If TPL is the grant recipient and installs Improvements, and if some obligations of the corresponding Grant Agreement (e.g., provisions pertaining to accepted uses and maintenance of the Property) extend beyond installation of the Improvements by TPL and acceptance thereof by City, then the City's delivery of the Acceptance Letter shall also constitute the City's assumption and acceptance of TPL's obligations as grantee of said Grant Agreement. Specifically, and without limitation, City shall thereupon assume and accept the obligations of the subject Grant Agreement pertaining to use of the Property and Improvements and the land tenure requirements discussed in Section 1(e) above. TPL and City each agree to execute any assignment and assumption of any Grant Agreement once the City has delivered the Acceptance Letter to TPL.

15. Delivery of Improvements. If TPL is the grant recipient and installs Improvements, then following the City's issuance of the Acceptance Letter, as project manager TPL shall deliver the Improvements free of all liens, easements or potential claims and shall provide City fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against the City, its employees and agents. TPL shall assign to the City any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. TPL shall also assign to the City the right to any available remedies for latent defects. TPL shall deliver – in both physical and electronic format – as-built drawings, design files, construction management files, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specs.

16. Signage. City agrees that TPL shall have the right to erect informational plaques or signs on the Property, detailing proper use of Improvements and acknowledging the contributions of TPL, the grantors under any Grant Agreements, and Contractor, subject to the prior approval of City and contingent upon the receipt of all necessary approvals pursuant to normal City procedures. Signage shall be installed by TPL during installation of the Improvements or by the City following the City's issuance of the Acceptance Letter, in accordance with the requirements of any Grant Agreement. City shall maintain any signage and TPL shall retain the right to erect new signage, at TPL's cost, if the original signage is past its useful life.

17. Publicity. City shall not issue any press release or hold any event (other than public meetings or hearings required by the South Gate Municipal Code or otherwise required by law) regarding or construction of the Improvements, without first obtaining the prior written approval of TPL with respect to the nature, text and timing of such press release. Moreover, to the extent stipulated in any Grant Agreement, City shall duly notify any grantors prior to any public or media event publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement. Furthermore, the City will acknowledge TPL and grantors in public announcements and press releases concerning Improvements made pursuant to any Grant Agreement.

18. Termination.

(a) Termination by City for TPL's Default. Any failure by TPL to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement, or in any Grant Agreement, or in any construction contract entered into in connection with this Agreement or any Grant Agreement, shall each constitute an event of default ("**TPL Event of Default**"), provided that TPL shall have a period of 15 business days from the date of written notice from City of such failure within which to cure such default under this Agreement, or, if such default is not capable of cure within such 15-day period, TPL shall have a reasonable period of time to complete such cure if TPL promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of a TPL Event of Default, City shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

(b) Termination by TPL for City's Default. Any failure by City to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement, or in any Grant Agreement, or in any construction contract entered into in connection with this Agreement or any Grant Agreement, shall each constitute an event of default ("**City Event of Default**"), provided that City shall have a period of 15 business days from the date of written notice from TPL of such failure within which to cure such default under this Agreement, or, if such default is not capable of cure within such 15-day period, City shall have a reasonable period of time to complete such cure if City promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of a City Event of Default, TPL shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

19. Use and Maintenance of Property and Improvements. City may only use the Property and Improvements in a manner which is consistent with the terms of any

Grant Agreement, and City assumes the obligations for use and maintenance of the Property and the Improvements for the time and in the manner specified in any Grant Agreement. City shall make no other use or sale or other disposition of the Property, except as authorized by any Grant Agreement. This Agreement shall not prevent the transfer of the property from the City to another public agency, if the successor public agency assumes the obligations imposed by any Grant Agreement.

20. Memorandum of Grant Agreement. To the extent required under the terms of any Grant Agreement, City agrees to execute (with notarized signatures) and deliver to TPL an original memorandum or notice of any such Grant Agreement. TPL may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.

21. CEQA Compliance. City has already secured a Notice of Exemption under the California Environmental Quality Act (CEQA) (see Exhibit "F").

22. Miscellaneous.

(a) This Agreement may be amended or modified only in a writing signed by TPL and City.

(b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.

(c) All actions described herein including but not limited to the construction of the Improvements on the Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes and regulations.

(d) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the City Manager or his or her designee in his or her sole and absolute discretion.

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AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT AND CONSTRUCTION OF THE URBAN ORCHARD PROJECT

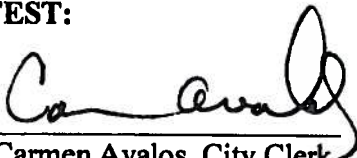
IN WITNESS WHEREOF, the parties have caused this Agreement for Professional Services for the Development and Construction of the Urban Orchard Project to be executed as of the Effective Date and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Maria Davila, Mayor

Dated: 08/08/2017

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

THE TRUST FOR PUBLIC LAND:

By: 
Signature

Ann Morgan, SVP, Western Division Director

Date: 8-21-17

APPROVED AS TO FORM:


By: 
Raul F. Salinas, City Attorney

Exhibit A Map of Project Area

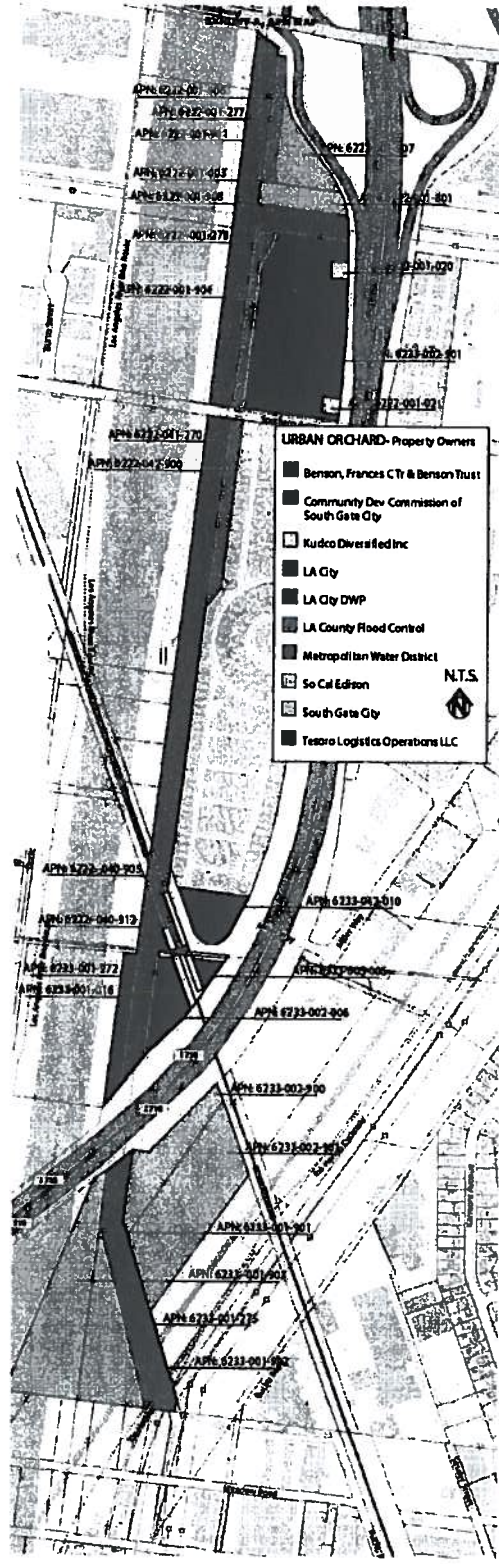


Exhibit B
Legal Description of 9475 West Frontage Road

Parcel 1:

That portion of Rancho San Antonio, in the City of South Gate, County of Los Angeles, State of California, as per Map recorded in Book 1, Page 389, of Patents in the Office of the County Recorder of said County, described as follows:

Beginning at the southwesterly corner of land conveyed to State of California by Deed recorded July 26, 1954, in Book 45149, Page 322, of Official Records of said County;

Thence north $7^{\circ}10'19''$ east along the westerly line of said land, 788.81 feet to the southerly line of the I. Heyman Tract, as per Map recorded in Book 7, Page 249 of Deeds, in said Office;

Thence south $82^{\circ}47'55''$ east, along said southerly line, 48.00 feet;

Thence south $0^{\circ}58'07''$ west, 350.86 feet;

Thence southerly along a curve, tangent to said last-mentioned course, concave westerly and having a radius of 1,958 feet through an angle of $5^{\circ}13'26''$, an arc distance of 178.52 feet;

Thence south $6^{\circ}11'33''$ west, tangent to said curve, 261.65 feet to a point on the southerly line of said land conveyed to State of California, distant thereon 101.57 feet easterly from said southwesterly corner;

Thence westerly along said last-mentioned southerly line, 101.57 feet to the Point of Beginning.

Except all minerals, oil, gases and other hydrocarbons in or under said land but without the right to drill through the surface thereof as reserved in Deed from the State of California recorded February 18, 1957 in Book 53667, Page 446, of Official Records.

Parcel 2:

That portion of Rancho San Antonio, in the City of South Gate, County of Los Angeles, State of California, as described as follows:

Beginning at a point in the north line of Southern Avenue (formerly Stuart and Gray Road) as shown on County Surveyor Map 7228, on file in the Office of the Surveyor of said County, distant along said north line north $82^{\circ}57'10''$ west 1,579.61 feet from the west line of Garfield Avenue (formerly Perry Road) as shown on County Surveyor map 7227 in said Surveyor's Office;

Thence along the north line of Southern Avenue north $82^{\circ}57'10''$ west to the east line of the 100 foot strip described in Deed to Los Angeles Gas and Electric Corporation recorded in Book 2628, Page 367, of Official Records, in the Office of the County Recorder of said County;

Thence northerly along said east line to the south line of I. Heyman Tract, as per Map attached to Deeds Book 7, Page 249;

Thence easterly along said south line to a point distant westerly along said line 1,582.80 feet from said west line of Garfield Avenue;

Thence southerly in a direct line to the Point of Beginning.

Except therefrom that portion lying westerly of a line described as follows:

Beginning at a point in the center line of Southerly Avenue as shown on County Surveyor's Map No. 8-1643 on file in the Office of the Surveyor of said County, distant north $82^{\circ}57'10''$ west thereon 1,914.11 feet from its intersection with the centerline of Garfield Avenue, formerly Perry Road, 40 feet wide as shown on said County Surveyor Map;

Thence north $7^{\circ}03'47''$ east 649.01 feet to the beginning of a tangent curve, concave to the east and having a radius of 125.00 feet;

Thence northeasterly along said curve 73.21 feet to the beginning of a tangent curve concave to the west and having a radius of 175.00 feet;

Thence northerly along said last mentioned curve 102.50 feet to the end of said curve;

Thence tangent thereto south $7^{\circ}03'47''$ east 916.08 feet to a point in the centerline of Firestone Boulevard 100 feet wide, distant along said mentioned centerline north $79^{\circ}53'58''$ west 22.92 feet from the beginning of a tangent curve designated as Station 129+51.78 on Map No. 8-1659 in the Office of said Surveyor.

Said land is also shown on that certain Record of Survey 3920, in the City of South Gate, County of Los Angeles, State of California, as per Map recorded in Book 93, Page 20 of Record of Surveys in the Office of the County Recorder of said County.

Exhibit C
Outline of Parties' Responsibilities

Proposed Roles & Responsibilities for City of South Gate and The Trust for Public Land
SWGP project implementation – Urban Orchard - 7 Acre Site

The City of South Gate (City) has received a grant award of \$7.9M (SWGP Grant) from the State of California's State Water Control Board's Storm Water Grant Program (SWGP) to implement storm water management improvements at the 7-acre site (SWGP Site) that is part of the larger 30-acre Urban Orchard Project (Urban Orchard Site). For clarity and to ensure a successful partnership between the City of South Gate and The Trust for Public Land (TPL) the tasks listed in the SWGP Grant application budget have been broken down to identify which entity will assume responsibility.

To note, TPL was awarded a San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Grant of \$845,000 to design the Urban Orchard Site (Orchard Grant). TPL, as recipient of this grant, will take on the Orchard Grant responsibilities in their entirety. The Orchard Grant is only referenced in this document to clarify areas where the two grants overlap.

The City, as the SWGP Grant recipient, will administer the SWGP Grant and hire the contractors and TPL will be a paid consultant to the City, together with a City-hired construction manager, to act as Project Managers, assuring coordination and cohesion in the implementation of the improvements at the 7-acre SWGP Site with the larger 30-acre Urban Orchard Site for which TPL has already received the Orchard Grant, and intends to pursue additional grants.

TASKS WHERE THE CITY OF SOUTH GATE IS THE LEAD:

TASK 1 – PROJECT ADMINISTRATION

- Deliverables
 - Fully-Executed Grant Agreement
 - Kick-off Meeting Agenda, Participant List, Meeting Notes, and List of Action Items
- Project Administration - City
 - City of South Gate will administer all contracts required to complete the improvements including but not limited to: TPL, General Contractor (GC), Construction Manager (CM), Geotechnical and Environmental Inspectors, Labor Compliance, Permits for Project, etc.
 - Deliverables:
 - Progress Meeting Agendas, Participant Lists, Meeting Notes, and List of Action Items

- Request for Reimbursement Forms and Documents and related disbursements to all City contractors
- Project Completion Forms and Documents (within 90 calendar days of project completion)
- Grant Completion Forms and Documents (within 90 calendar days of submitting the Project Completion Report)
- Records Retention (per the grant agreement)
- Reporting
 - Deliverables:
 - Financial Reports
 - Quarterly Progress Reports and Forms
 - Draft and Final Project Report

TASK 4 - MONITORING AND PERFORMANCE

- The Monitoring and Performance scope outlined in the SWGP Grant are specific to the implementation of the 7-acre site. All monitoring and performance associated with this project will be covered by the SWGP Grant funds. TPL, as acting project managers will work with the City to issue an RFP to select a consultant for this work. Develop Monitoring Plan
- Annual Update of the Project Assessment and Evaluation Plan
- Develop the Quality Assurance Program Plan (QAPP)
- Pre- Construction Monitoring
- Post Construction Monitoring
- Data Management and Reporting -
 - Deliverables:
 - Monitoring Plan
 - Annual Updates of the PAEP
 - QAPP
 - Pre- and Post-Construction Monitoring Data and Analysis
 - Data Reported to SWAMP and CEDEN

TASKS WHERE THE TRUST FOR PUBLIC LAND TAKES THE LEAD:

TASK 1 – PROJECT ADMINISTRATION

- Project Administration - Consultant
 - TPL will act as project managers for the Planning, Design Engineering, Construction Documents and Bid Process associated with the SWGP Grant (Task 2).

TASK 2 – PLANNING, DESIGN, ENGINEERING, AND ENVIRONMENTAL

Planning, Design, Engineering, and Environmental Tasks are currently underway as part of the planning project led by TPL under the Orchard Grant. This planning project will provide complete construction documents, including plans and specifications, site surveys, technical reports, and storm water management recommendations (but not permits) for the 18.2 acres of the Urban Orchard area between Firestone Blvd and Southern Avenue. All time and expenses incurred related to the securing of permits for the project will be done under the SWGP Grant and will be billed to that project accordingly.

In addition, TPL has begun and will continue working with the County of Los Angeles, Department of Public Works, as well as the City of Los Angeles Department of Water & Power, as well as any other property owners within the Orchard Grant project area, to secure approvals, leases, use agreements, etc. to implement the improvements on their respective properties. TPL will add to their scope of work listed in the Orchard Grant and secure the associated permits to implement the 7-acre project as part of scope under the SWGP Grant.

- Deliverables:
 - Copies of Completed Permits and Approvals

TASK 3 – CONSTRUCTION/IMPLEMENTATION

As project managers for the design and implementation of the 7-acre site, TPL will work with the City on all tasks related to the implementation of the SWGP Grant, Task3, including:

- Construction Contracting

TPL will work with the CM to create a list of pre-qualified Contractors per the City's Municipal Code. The City would then invite bids from these prospective GCs select the GC based on City Code.

- Deliverables:
 - Request for Qualifications Document
 - List of Received Proposals and Rankings
 - Executed Agreement with the Construction Contractor(s) and Punch List
 - Kick-off Meeting Agenda, Participant List, Meeting Minutes, and Action Items

- Construction Management

TPL together with the City-hired CM will oversee the overall planning, coordination, and oversight of the construction project. Due to the partially overlapping timelines of the Orchard Grant and SWGP Grant, TPL is aware of the potential need to extend the grant term for implementation. Should a grant extension be needed under the SWGP Grant, TPL and CM will work with the City to provide a revised schedule and request a grant extension per the 'Time Extension Process' listed in the SWGP Grant Project Director Resource Guide.

- As the contract holder, City will approve COs, Budget, schedule, plans and specs, contingency fund or delegate responsibility to the CM to do so.

- Deliverables:
 - Construction Management Agreement and Punch List
 - Completed Storm Water Pollution Prevention Plan

- – Construction

CM with TPL's assistance will oversee GC's construction of improvements, and evaluate all proposed COs and their impact on budget and schedule constraints and advise City. TPL is aware of a budget shortfall in the SWGP Grant application. If necessary, TPL will work with the City and CM to value engineer the project to ensure completion within budget.

- Deliverables:
 - Notification to the State Water Board Prior to Construction
 - Photographs of the Completed Project Site
 - Documentation/Specifications of Devices (e.g., pumps, treatment facilities, irrigation system, etc.)
 - Documentation of System Check and Conformance to Industry Standards
 - Invoices Detailing the Completed Work
 - Certificate of Completion

TASK 5 – EDUCATION & OUTREACH

TPL will work with the design team and the community to integrate community-based interpretive elements into the project wherever possible. Interpretive elements may be standalone signs or other park features such as shade structures, benches, boulders, etc. The goal of the interpretive elements is to make clear the larger environmental impact of the project site to community members that may not be familiar with green infrastructure, native trees and shrubs, or the revitalization of the Los Angeles River.

- Interpretive & Educational Elements & Signage
 - Deliverables:
 - Photographs of the Installed interpretive elements

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**Exhibit D
TPL's Fee Proposal**

The Trust for Public Land
Parks for People - Los Angeles
Urban Orchard Fee Schedule
June 15, 2017

	<u>Item</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	<u>Notes</u>
Staffing					
	Project Manager	2,320	\$130	\$301,600	15 hours per week
	Field Representative	475	\$80	\$38,000	3 hours per week
	Program Director	75	\$190	\$14,250	25 hours per year
	Legal Counsel	50	\$210	\$10,500	50 hours total for the project term
	Finance and Accounting	50	\$190	\$9,500	50 hours total for the project term
Expenses					
	Travel			\$2,500	
	Materials and Printing			\$5,000	
	Total			\$381,350	

Exhibit E
Notice of Exemption

EXHIBIT E, CEQA NOE

RECEIVED

NOTICE OF EXEMPTION

AUG 02 2016

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
ENGINEERING DEPT.

Project Title and Location (including county):
Urban Orchard Project; South of Firestone Boulevard, East of the Los Angeles River, between the Los Angeles River and the 710 Interstate Freeway; (Los Angeles County).

Project Description:
Improvements of publicly owned land and right-of-way along the Los Angeles River include decomposed granite trails, native plantings, entry area, community gathering spaces, orchard and community gardens, interpretive signage. Stormwater best management practices included throughout the project area where appropriate to capture and or reuse water prior to entering the river. Project areas are owned by Los Angeles County, Department of Public Works, City of Los Angeles, Department of Water & Power, City of South Gate, & Edison.

Name of Public Agency Approving Project:
City of South Gate – Department of Public Works

Name of Person/Agency Carrying Out Project:
Arturo Cervantes – Director of Public Works

2016 164749
FILED
JUN 30 2016
Dist. E. Legal, Register - Registrar/County Clerk
Electronically signed by BR/ROA 05316

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 and 15304 Class: 1, 4
- 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. Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

Lead Agency Contact Person and Phone Number:
Arturo Cervantes, Director of Public Works
323-563-9512; acervantes@sogate.org

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

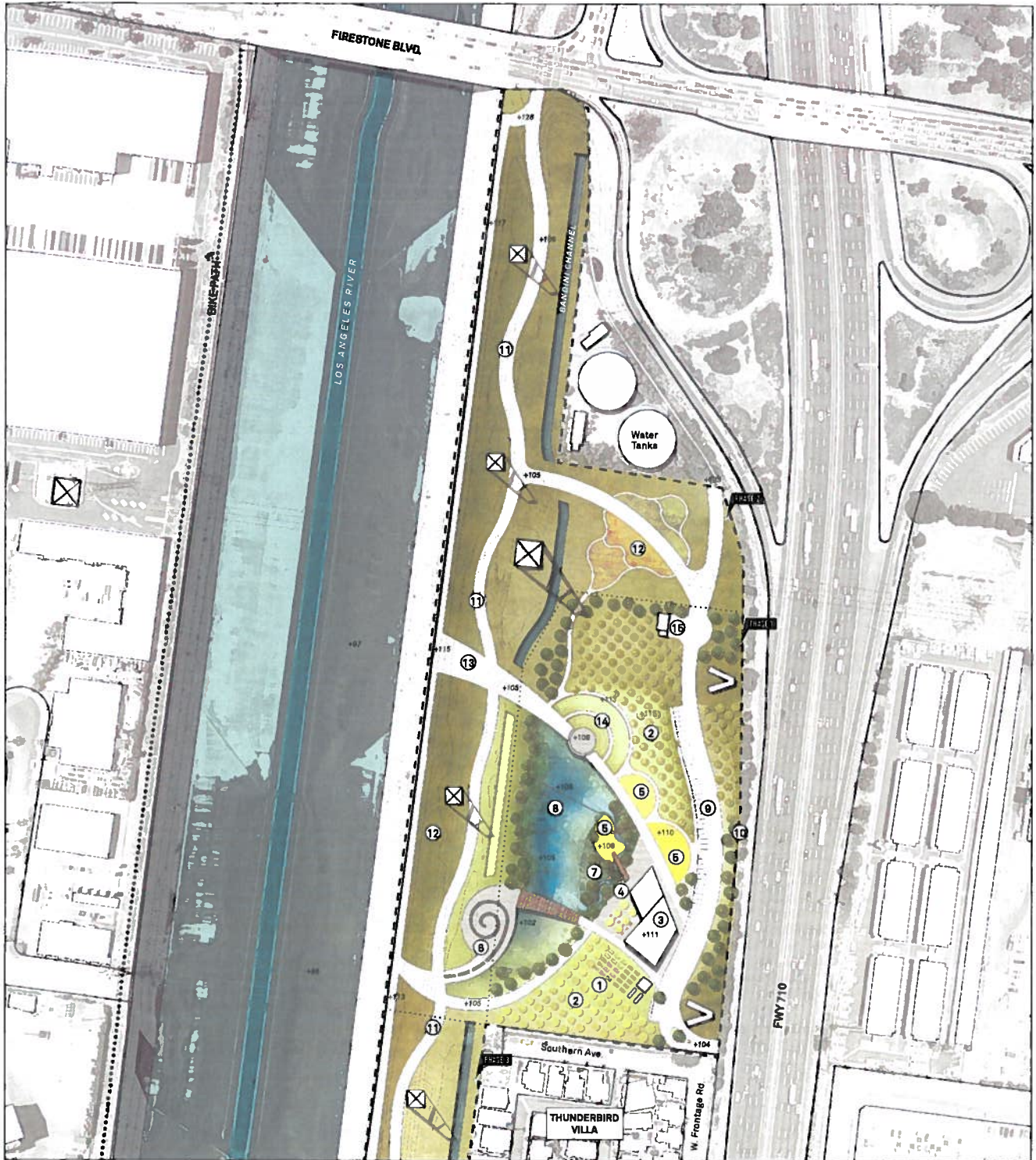
Arturo Cervantes Arturo Cervantes, Director of Public Works 6/29/2016
Signature Printed Name and Title

THIS NOTICE WAS POSTED

ON June 30 2016

UNTIL August 01 2016

REGISTRAR – RECORDER/COUNTY CLERK



LEGEND

- ① **Community Garden**
5,000 sf Community Gardening Space And Support Building
- ② **Orchard**
195 Fruit Tree Orchard
- ③ **Potential Community Building Site**
8,000 sf Footprint For A Community Building
- ④ **Entry Plaza / Picnic Grove**
Shaded Plaza for Community Events and Picnic Area in a Grove of Orchard Trees
- ⑤ **Natural Play Area**
Ages 2-12 Play Area Using Natural Components Located In A Naturalized Environment
- ⑥ **Wetland Overlook**
A series of gabion walls along a spiral path that leads to an elevated area to view the Wetland, Orchard, and surrounding habitat
- ⑦ **Backwater/Stream Habitat**
A backwater storage area for high flood conditions and a constructed natural stream habitat for wildlife

- ⑧ **Constructed Wetland**
A constructed Stormwater wetland used to treat diverted water from Bandini channels and store irrigation water for the orchard
- ⑨ **Parking Lot**
47 standard + 2 handicap parking spots and bus loading area for site visitors
- ⑩ **Tree Screen Buffer**
Tree planting selected to filter pollution and store carbon while providing framed views into the park
- ⑪ **Multi-use / Exercise Loop**
Multi-use trails with exercise equipment at various stages along the decomposed granite pathways
- ⑫ **Native Plant Educational Loop**
Winding decomposed granite pathways along native plant habitats with educational signage and gathering areas
- ⑬ **Sculptural Art Location**
Areas dedicated for showcasing local sculptors and environmental artists
- ⑭ **Amphitheater**
A wetland-adjacent stage and turf slope for community events and educational use
- ⑮ **Potential Future Water Well**
One water well building and one stormwater facility building

RECEIVED

Item No. 11

JAN 16 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:55am

AGENDA BILL

For the Regular Meeting of: January 22, 2019
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: SIDE LETTER OF AGREEMENT WITH THE POLICE MANAGEMENT ASSOCIATION

PURPOSE: To approve a Side Letter of Agreement with the Police Management Association documenting a recently-negotiated change regarding retiree medical for lateral peace officers.

RECOMMENDED ACTIONS:

- a. Approve Side Letter of Agreement with the South Gate Police Management Association regarding retiree medical for lateral peace officers; and
- b. Authorize the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no immediate fiscal impact. It is estimated that the annual cost will be approximately \$14,000 per lateral officer, but no costs would be incurred until a newly-hired lateral officer retires, which, at the earliest, would occur at the end of calendar year 2029.

ANALYSIS: None.

BACKGROUND: The negotiation of this change to the retiree medical benefit for lateral transfer peace officers is needed to enable the Police Department to hire qualified and experienced Police Officers. Many factors, including a shrinking qualified applicant pool and stringent hiring requirements, have contributed to the Police Department encountering challenges filling the vacant Police Officer positions. This added benefit will create a valuable incentive and make the position more desirable for Police Officers working in other agencies.

ATTACHMENT: Proposed Side Letter of Agreement with PMA



SIDE LETTER OF AGREEMENT

Pursuant to California Government Code Section 3505.1

Between

The City of South Gate and

The South Gate Police Management Association

This Side Letter of Agreement (“Agreement”) between the City of South Gate (“City”) and the South Gate Police Management Association (the “Association” or “SGPMA”) (collectively referred to as the “Parties”) is entered into this 22nd day of January, 2019, with respect to the following and on the terms stated herein.

RECITALS

WHEREAS, the City has recognized and continues to recognize the Association as the duly recognized employee organization for all individuals employed by the City in an employee unit defined by Resolution No. 4508 (Employer-Employee Relations Resolution) (8.2.2) of the City Council of South Gate as, “All employees within the classifications of Lieutenants and Captains in the Police Department.”

WHEREAS, the City and the Association previously entered into a Memorandum of Understanding (“MOU”) dated January 12, 2006 for the period July 1, 2005 through June 30, 2008 (Contract No. 2265) (Attachment No. 1), which set forth the wages, hours and other terms and conditions of employment for employees represented by the Association.

WHEREAS, on September 25, 2007, the City and the Association entered into a Side Letter Agreement to the 2005-2008 SGPMA MOU (Attachment No. 2) which clarified the retiree medical contribution.

WHEREAS, on October 1, 2007, the City and the Association entered into a Side Letter Agreement to the 2005–2008 SGPMA MOU (Attachment No. 3) which added and/or modified the following terms: longevity pay, vacation leave and sick leave accruals, and payoff of unused accrued leaves and conversion funds.

WHEREAS, the most current MOU between the City and the Association expired on June 30, 2008.

WHEREAS, on July 21, 2009, the City issued a Letter to All Police Officers, including Police Management (Attachment No. 4), which confirmed the Parties agreement on the modification of the following terms: wages and leave cash outs.

WHEREAS, on September 23, 2009, the City and the Association entered into an Amendment to the 2005–2008 SGPMA MOU (Attachment No. 5) which modified the following terms: CalPERS Employer Paid Member Contribution and Longevity Pay.

WHEREAS, on December 11, 2012, the City and the Association entered into a Side Letter Agreement (Contract No. 2878) to the 2005–2008 SGPMA MOU (Attachment No. 6) which provided that all

terms and conditions of the prior 2005-2008 SGPMA MOU, including its Amendment, the two Side Letter Agreements, and the City's Letter, shall be maintained through June 30, 2014, except those expressly modified in this Side Letter Agreement. The terms expressly modified in this Side Letter Agreement included: retirement, wages, holiday leave cash out, vacation leave cash out, rideshare program, physical fitness, and retiree medical benefits, and expired on June 30, 2014.

WHEREAS, on November 25, 2014, the City and the Association entered into a Side Letter Agreement (Contract No. 3062) to the 2005–2008 SGPMA MOU (Attachment No. 7) which provided that all terms and conditions of the prior 2005-2008 SGPMA MOU, including its Amendment, the three Side Letter Agreements, and the City's Letter, shall be maintained through June 30, 2015, except those expressly modified in this Side Letter Agreement. The terms expressly modified in this Side Letter Agreement included: deferred compensation, vacation, compensatory time off, dental insurance, vision plan, and the educational reimbursement program, and expired on June 30, 2015.

WHEREAS, on February 9, 2016, the City and the Association entered into a Side Letter Agreement to the 2005–2008 SGPMA MOU (Attachment No. 8) which provided that all terms and conditions of the prior 2005-2008 SGPMA MOU, including its Amendment, the four Side Letter Agreements, and the City's Letter, shall be maintained through June 30, 2017, except those expressly modified in this Side Letter Agreement. The term expressly modified in this Side Letter Agreement included wages and it expired on June 30, 2017.

WHEREAS, on December 12, 2017, the City and the Association successfully negotiated an Amended and Restated Tentative Agreement for a Successor Memorandum of Understanding ("ARTA") (Attachment No. 9) which provided that all the terms and conditions of the prior 2005-2008 SGPMA MOU, including its Amendment, the five Side Letter Agreements, and the City's Letter, shall be maintained unless expressly modified or changed by the ARTA until the successor SGPMA 2017-2020 MOU is accepted, approved and adopted by the City Council. The terms expressly modified in the ARTA included: wages, bilingual pay, longevity pay and the deferred compensation match.

WHEREAS, the City's Representatives and the Association have successfully met and conferred in good faith to negotiate this Agreement, pursuant to both the Meyers-Milias-Brown Act ("MMBA") (Government Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution ("Resolution No. 4508"), and have jointly prepared and executed this Agreement which reflects a new term to be added to the ARTA and the SGPMA 2017-2020 MOU. All terms and conditions of the previous 2005-2008 SGPMA MOU, including its Amendment, the five Side Letter Agreements, and the City's Letter, and the ARTA shall continue unless expressly modified herein.

WHEREAS, the Parties seek to have this Agreement memorialize their understanding regarding retiree medical insurance for lateral transfer police officers hired on or after January 9, 2019, pending drafting and adoption of the successor SGPMA 2017-2020 MOU, which shall supersede and replace this Agreement.

WHEREAS, this Agreement shall not become effective until accepted, approved, and adopted by the South Gate City Council per California Government Code Section 3505.1.

NOW, THEREFORE, and in consideration for the promises, waivers and releases contained herein, the Parties agree as follows:

TERMS

1. All of the recitals listed above are material provisions of this Agreement and are deemed true and correct by the Parties and incorporated herein by this reference.

2. For lateral transfer peace officers hired on or after January 23, 2019, who retire from the City of South Gate Police Department with at least twenty (20) years of total service as a police officer, sergeant, lieutenant, captain or chief, of which at least ten (10) of those years of service are as a lateral transfer peace officer with the SGPD, and who remain so retired under CalPERS, the City will reimburse each such employee upon retirement for the actual dollar amount of the monthly premium for the CalPERS medical insurance coverage he/she selects, not to exceed the amount of the CalPERS Kaiser-Southern California two-party medical insurance monthly premium rate in effect on the date of his/her retirement. The City shall not increase this monthly fixed dollar reimbursement beyond this initially fixed amount. If the retiree discontinues his/her CalPERS medical insurance coverage, then the City will no longer provide the monthly reimbursement.

3. A lateral transfer peace officer is defined as a sworn police officer, sergeant, lieutenant, captain or chief who when hired by the City of South Gate had already served as a sworn police officer, sergeant, lieutenant, captain or chief at another law enforcement agency.

By their signatures below, the Parties' lawful representatives acknowledge the contents herein.

City of South Gate:

South Gate Police Management Association:

María Belén Bernal, Mayor

Ignacio Patino, President

Carmen Avalos, City Clerk

Manuel Arana, Vice-President

(SEAL)



Raul F. Salinas, City Attorney

Stephen Silver, SGPMA's Outside Labor Counsel

RECEIVED

Item No. 12

JAN 16 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:30am

AGENDA BILL

For the Regular Meeting of: January 22, 2019
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

SUBJECT: SIDE LETTER OF AGREEMENT WITH THE POLICE OFFICERS' ASSOCIATION

PURPOSE: To approve a Side Letter of Agreement with the Police Officers' Association documenting a recently-negotiated change regarding retiree medical for lateral peace officers.

RECOMMENDED ACTIONS:

- a. Approve Side Letter of Agreement with the South Gate Police Officers' Association regarding retiree medical for lateral peace officers; and
- b. Authorize the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no immediate fiscal impact. It is estimated that the annual cost will be approximately \$14,000 per lateral officer, but no costs would be incurred until a newly-hired lateral officer retires, which, at the earliest, would occur at the end of calendar year 2029.

ANALYSIS: None.

BACKGROUND: The negotiation of this change to the retiree medical benefit for lateral transfer peace officers is needed to enable the Police Department to hire qualified and experienced Police Officers. Many factors, including a shrinking qualified applicant pool and stringent hiring requirements, have contributed to the Police Department encountering challenges filling the vacant Police Officer positions. This added benefit will create a valuable incentive and make the position more desirable for Police Officers working in other agencies.

ATTACHMENT: Proposed Side Letter of Agreement with POA



SIDE LETTER OF AGREEMENT

Pursuant to California Government Code Section 3505.1

Between

The City of South Gate and
The South Gate Police Officers' Association

This Side Letter of Agreement ("Agreement") between the City of South Gate ("City") and the South Gate Police Officers' Association (the "Association" or "SGPOA") (collectively referred to as the "Parties") is entered into this 22nd day of January, 2019, with respect to the following and on the terms stated herein.

RECITALS

WHEREAS, the City has recognized and continues to recognize the Association as the duly recognized employee organization for all individuals employed by the City in an employee unit defined by Resolution No. 4508 (Employer-Employee Relations Resolution) (8.2.1) of the City Council of South Gate as, "All sworn employees in the Police Department except Management and Confidential Employees."

WHEREAS, the City and the Association previously entered into a Memorandum of Understanding ("MOU") dated November 25, 2014 for the period July 1, 2014 through June 30, 2015 (Contract No. 3061) (Attachment No. 1), which set forth the wages, hours and other terms and conditions of employment for employees represented by the Association.

WHEREAS, the most current MOU between the City and the Association expired on June 30, 2015.

WHEREAS, on February 9, 2016, the City and the Association successfully negotiated Amendment No. 1 to the 2014-2015 SGPOA MOU (Attachment No. 2) which extended all the terms and conditions of that prior 2014-2015 SGPOA MOU through June 30, 2017, except those expressly modified in that Amendment No. 1. The terms modified in Amendment No. 1 to the 2014-2015 SGPOA MOU included wages, special assignment pay and holiday leave, and expired on June 30, 2017.

WHEREAS, on December 12, 2017, the City and the Association successfully negotiated an Amended and Restated Tentative Agreement for a Successor Memorandum of Understanding ("ARTA") (Attachment No. 3) which provided that all the terms and conditions of the prior 2014-2015 SGPOA MOU, including Amendment No. 1, shall be maintained unless expressly modified or changed by the ARTA until the successor SGPOA 2017-2020 MOU is accepted, approved and adopted by the City Council. The terms modified in the ARTA included wages, bilingual pay, longevity pay, and the deferred compensation match.

WHEREAS, the City's Representatives and the Association have successfully met and conferred in good faith to negotiate this Agreement, pursuant to both the Meyers-Milias-Brown Act ("MMBA") (Government Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution ("Resolution No. 4508"), and have jointly prepared and executed this Agreement which reflects a new term to be added to the ARTA and the SGPOA 2017-2020 MOU. All terms and conditions of the previous 2014-2015 SGPOA MOU, its amendment, and the ARTA shall continue unless expressly modified herein.

WHEREAS, the Parties seek to have this Agreement memorialize their understanding regarding retiree medical insurance for lateral transfer police officers hired on or after January 9, 2019, pending drafting and adoption of the successor SGPOA 2017-2020 MOU, which shall supersede and replace this Agreement.

WHEREAS, this Agreement shall not become effective until accepted, approved, and adopted by the South Gate City Council per California Government Code Section 3505.1.

NOW, THEREFORE, and in consideration for the promises, waivers and releases contained herein, the Parties agree as follows:

TERMS

1. All of the recitals listed above are material provisions of this Agreement and are deemed true and correct by the Parties and incorporated herein by this reference.

2. For lateral transfer peace officers hired on or after January 23, 2019, who retire from the City of South Gate Police Department with at least twenty (20) years of total service as a police officer, sergeant, lieutenant, captain or chief, of which at least ten (10) of those years of service are as a lateral transfer peace officer with the SGPD, and who remain so retired under CalPERS, the City will reimburse each such employee upon retirement for the actual dollar amount of the monthly premium for the CalPERS medical insurance coverage he/she selects, not to exceed the amount of the CalPERS Kaiser-Southern California two-party medical insurance monthly premium rate in effect on the date of his/her retirement. The City shall not increase this monthly fixed dollar reimbursement beyond this initially fixed amount. If the retiree discontinues his/her CalPERS medical insurance coverage, then the City will no longer provide the monthly reimbursement.

3. A lateral transfer peace officer is defined as a sworn police officer, sergeant, lieutenant, captain or chief who when hired by the City of South Gate had already served as a sworn police officer, sergeant, lieutenant, captain or chief at another law enforcement agency.

By their signatures below, the Parties' lawful representatives acknowledge the contents herein.

City of South Gate

South Gate Police Officers' Association

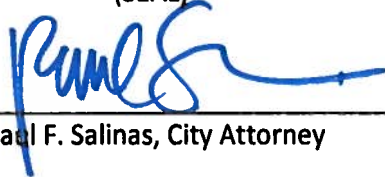
María Belén Bernal, Mayor

Ed Camacho, President

Carmen Avalos, City Clerk

Scott Guerrero, Vice-President

(SEAL)



Raul F. Salinas, City Attorney

Stephen Silver, SGPOA's Outside Labor Counsel

RECEIVED

JAN 16 2019

City of South Gate
CITY COUNCIL

Item No. 13

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

12:00pm

AGENDA BILL

For the Regular Meeting of: January 22, 2019
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

SUBJECT: FIRST QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2018/19

PURPOSE: To provide the City Council a quarterly financial status report. This quarterly report provides information on revenues received and expenditures made in the first quarter of FY 2018/19.

RECOMMENDED ACTION: Receive and file the First Quarter Financial Report for Fiscal Year 2018/19.

FISCAL IMPACT: None.

ANALYSIS: Monitoring of revenues and expenditures is part of the Admin. Services Work Program.

BACKGROUND: As of September 30, 2018, 25% of the fiscal year has passed, however only 7.8% of General Fund revenues have been received. This is not at all unusual for two main reasons: 1) many of the revenues received in July and August are accrued to the prior fiscal year; and 2) some of the larger revenues are cyclical and are received later in the fiscal year. On the expenditure side, 24.3% of the budgeted expenditures have been spent. This also is not irregular. City spending patterns are more consistent than revenues. Below is a chart that shows, by major revenue category, the General Fund revenues as of September 30, 2018, compared to the annual budget.

Revenue Category	2018/19 Adopted Budget	YTD Thru 9/30/18	% Rec'd
Property Taxes	12,667,831	0	0.0%
State Sales Taxes	11,387,503	932,752	8.2%
Local Sales Taxes	10,090,571	874,130	8.7%
Franchise Taxes	1,479,000	80,156	5.4%
Business License Taxes	1,647,804	109,556	6.7%
Transient Occupancy Taxes	405,960	0	0.0%
Other Taxes	1,677,812	101,497	6.0%
Permits	1,440,038	331,167	23.0%
Fine & Forfeitures	958,242	192,770	20.1%
Use of Money & Property	934,730	380,272	40.7%
Intergovernmental	59,457	0	0.0%
Fees & Charges	2,379,469	692,334	29.1%
Other Revenues	3,324,575	58,668	1.8%
Total General Fund Revenues	48,452,992	3,753,302	7.8%

The chart below shows, by department, the General Fund expenditures as of September 30, 2018, compared to the annual budget.

Expenditures – By Department	2018/19 Adopted Budget	YTD Thru 9/30/18	% Rec'd
City Council	304,550	74,483	24.5%
City Clerk	465,346	109,849	23.6%
City Treasurer	41,828	7,527	18.0%
City Attorney	1,088,479	214,706	19.7%
City Manager	1,113,727	246,953	22.2%
Administrative Services	3,143,847	737,332	23.5%
Parks & Recreation	7,933,220	1,757,008	22.1%
Police	28,467,766	7,580,606	26.6%
Community Development	2,777,272	613,916	22.1%
Public Works	4,028,855	800,825	19.9%
Non-Departmental	693,000	0	0%
Total Genl Fund Expenditures	50,087,890	12,143,205	24.3%

In summary, there is nothing noteworthy or alarming with respect to General Fund revenues received and expenditures made in the 1st quarter of the 2018/19 fiscal year.

As for the other funds of the City, they too experience cyclical revenue receipts, but also experience cyclical expenditure patterns, in contrast to the General Fund which has more consistent expenditure patterns. The other City funds account for restricted revenues such as Gas Taxes, Prop A, Prop C, Measure R, Law Enforcement Grants, Capital Improvement Program, etc. The chart below provides revenue and expenditure comparisons for each of the City's other funds.

Fund Name	2018/19 Adopted Revenues	YTD Thru 9/30/18	% Rec'd	2018/19 Adopted Budget	YTD Thru 9/30/18	% Rec'd
Traffic Safety	119,144	18,426	15.5%	305,515	0	0.0%
Gas Tax	1,972,852	305,930	15.5%	3,120,261	421,889	13.5%
TDA Bikeway	195,646	0	0.0%	0	0	0.0%
Street Sweeping	710,703	126,746	17.8%	554,140	77,630	14.0%
Road Repair & Accountability	1,757,033	278,712	15.9%	0	0	0.0%
Prop A Transit	2,379,841	564,861	23.7%	2,439,264	205,203	8.4%
Prop C Transit	1,633,315	445,202	27.3%	442,740	42,640	9.6%
Air Quality (AQMD)	125,161	1,952	1.56%	220,383	0	0.0%
Measure R Transit	1,221,511	337,925	27.7%	8,665	0	0.0%
Measure M Transit	1,373,118	366,906	26.7%	0	0	0.0%
Law Enforcement Grants	286,566	2,098	.7%	441,592	79,545	18.0%
Asset Forfeiture	1,018,000	949,242	93.3%	1,250,153	227,616	18.2%
Housing Authority	4,449,500	1,124,194	25.3%	4,797,144	1,137,496	23.7%
Home Program	521,677	0	0.0%	521,677	125,215	24.0%
CDBG	1,372,489	0	0.0%	1,661,489	165,803	10.0%
Street Lighting & Landscaping	2,014,141	3,300	0.2%	2,949,952	404,469	13.7%
Federal & State Grants	0	0	0.0%	0	0	0.0%
UDAG	3,500	1,992	56.9%	29,800	0	0.0%
Public Access Corp	600	440	73.3%	51,926	3,466	6.7%

Fund Name	2018/19 Adopted Revenues	YTD Thru 9/30/18	% Rec'd	2018/19 Adopted Budget	YTD Thru 9/30/18	% Rec'd
Park Enhancement	249,345	66,789	26.8%	20,000	0	0.0%
Measure A Parks	262,500	0	0.0%	0	0	0.0%
Capital Improvement Program	0	15,000	0.0%	0	604,134	0.0%
Successor Agency	272,480	5,620	2.1%	285,100	13,963	4.9%
Low/Mod Income Housing	43,899	9,205	21.0%	25,000	2,925	11.7%
Water	21,536,059	4,247,383	19.7%	17,700,012	886,754	5.0%
Sewer	1,421,138	228,084	16.1%	1,935,202	166,390	8.6%
Refuse	4,000,426	687,846	17.2%	3,784,728	329,139	8.7%
Insurance (Risk Management)	2,618,509	128,337	4.9%	4,125,080	2,044,244	49.6%
Fleet Management	1,576,762	39	0.0%	1,900,357	279,478	14.7%
Information Systems	749,340	3,128	.42%	1,076,726	119,441	11.1%
Capital Asset & Equipment Rep	128,379	16,418	12.8%	640,095	39,828	6.2%
Building & Infrastructure Maint	7,500	8,217	109.6%	45,000	0	0.0%
Successor Agency Debt Service	4,901,099	0	0.0%	4,944,531	(409,803)	(8.3%)
Totals	58,922,233	9,943,992	16.9%	55,276,532	6,967,465	18.1%

Staff will continue to provide quarterly reports and if the City Council would like more information or more detailed reports, staff will provide them.

ATTACHMENTS: A) Revenue Summary – By Category
B) Expenditure Summary – By Department/Fund

**CITY OF SOUTH GATE
FISCAL YEAR 2018-19
1ST QUARTER REVENUE SUMMARY REPORT**

ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	ADOPTED REVENUES 2018-19	ACTUAL REVENUES AS OF 9-30-18	% REC'D
General Fund							
100-4101	Property Tax - CY Secured	2,532,182	2,635,945	2,719,776	2,588,154	0	0.0%
100-4103	Property Tax - PY Secured	(3,400)	(6,406)	(7,458)	(6,633)	0	0.0%
100-4104	Property Tax - PY Unsecured	1,341	2,748	2,865	2,865	0	0.0%
100-4105	Penalties/Delinquencies	8,837	10,000	7,121	7,185	0	0.0%
100-4106	Homeowner's Exemption	16,312	15,791	15,214	15,518	0	0.0%
100-4107	VLF in-lieu	8,767,244	9,112,002	9,479,133	9,668,478	0	0.0%
100-4110	AB X1 26 PTR Residual 26400	370,308	348,936	449,568	392,264	0	0.0%
	Total Property Tax	11,692,825	12,119,016	12,666,220	12,667,831	0	0.0%
100-4201	State Sales Tax	11,521,552	11,135,987	11,057,999	11,387,503	932,752	8.2%
100-4202	Transient Occupancy Tax	349,996	390,454	419,789	405,960	0	0.0%
100-4203	Franchise Tax	1,413,719	1,365,205	1,631,404	1,479,000	80,156	5.4%
100-4204	Commercial Refuse Franch. Tax	1,006,321	1,088,833	1,076,317	1,113,319	79,842	7.2%
100-4205	Business License Tax	1,466,242	1,583,818	1,461,046	1,647,804	109,556	6.6%
100-4206	Real Estate Transfer Tax	107,492	167,237	190,096	164,493	21,655	13.2%
100-4207	Material Recovery Facility Tax	500,000	465,100	400,000	400,000	0	0.0%
100-4208	Local Sales Tax	9,509,333	9,486,553	10,063,210	10,090,571	874,130	8.7%
	Total - Taxes	37,567,481	37,802,202	38,966,081	39,356,481	2,098,091	5.3%
100-4301	Building Permits	406,218	400,268	350,139	365,273	75,149	20.6%
100-4302	Seismic Fees	302	(865)	197	500	1,248	249.5%
100-4303	Liquifaction Fee	1,942	260	650	700	130	18.6%
100-4304	Electrical Permits	109,000	102,362	99,980	96,299	29,325	30.5%
100-4305	Plumbing Permits	87,495	90,019	87,642	85,381	18,422	21.6%
100-4306	Sewer Permits	6,746	6,311	6,394	6,699	1,092	16.3%
100-4307	Mechanical Permits	93,563	61,786	59,367	54,510	13,470	24.7%
100-4308	Green Building Standard Fee	(370)	912	230	1,384	553	40.0%
100-4340	Public Works Permits	108,582	189,104	210,206	208,470	57,083	27.4%
100-4345	PW-New Development Fees	53,494	40,169	43,637	29,580	22,000	74.4%
100-4360	Transfer Station Permit	294,042	307,554	314,046	321,743	0	0.0%
100-4361	Film Permits	13,132	18,090	8,576	10,000	670	6.7%
100-4362	Overnight Parking Permits	1,998	1,812	2,072	2,000	74	3.7%
100-4379	Other Permits	3,500	3,500	6,401	3,500	452	12.9%
100-4380	Animal Licenses	377,010	260,560	253,960	254,000	111,500	43.9%
	Total - Permits	1,556,655	1,481,843	1,443,497	1,440,038	331,167	23.0%
100-4402	Parking Citations	1,040,926	1,006,307	971,712	931,242	189,138	20.3%
100-4403	Municipal Code Fines	12,900	12,301	17,900	9,000	1,700	18.9%
100-4404	Administrative Citations - Fireworks	0	13,550	15,716	16,000	1,334	8.3%
100-4405	Administrative Citations - Code Enf	0	0	3,825	1,500	739	49.2%
100-4491	Court Ordered - Restitution	3,709	785	278	500	(140)	(28.0%)
	Total - Fines & Forfeitures	1,057,535	1,032,943	1,009,431	958,242	192,770	20.12%
100-4501	Interest Earnings	257,582	26,120	630,225	156,060	37,993	24.3%
100-4599	Investment Mkt Value-Gains/Losse:	0	0	(274,455)	0	274,455	#DIV/0!
100-4502	Bond Interest Earnings	2	610	6,654	0	0	#DIV/0!
100-4503	Interest from Advances	1,248,958	527,667	431,416	473,524	0	0.0%
100-4504	Loan Repayment	0	0	10,180	0	0	#DIV/0!
100-4520	Property Rental	131,421	206,300	231,215	235,000	67,824	28.9%
100-4521	Sale of Property	6,073	1,340	8,810	2,000	0	0.0%
100-4523	Advertisement Revenues	75,095	64,272	58,207	68,147	0	0.0%
100-4524	Easement Grants	200,000	0	0	0	0	#DIV/0!
	Total - Use of Money & Property	1,919,131	826,309	1,102,250	934,730	380,272	40.7%

**CITY OF SOUTH GATE
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ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	ADOPTED REVENUES 2018-19	ACTUAL REVENUES AS OF 9-30-18	% REC'D
General Fund (Cont.)							
100-4601	Motor Vehicle In Lieu Tax	38,955	44,609	51,919	52,957	0	0.0%
100-4602	State Mandated Cost Reimb.	121,626	19,838	19,521	1,000	0	0.0%
100-4608	P.O.S.T./S.T.C Reimb.	6,226	3,730	4,875	5,500	0	0.0%
100-4613	CA Victim Compensation Program	225	0	0	0	0	#DIV/0!
100-4626	AB109 Task Force -SE Parole	254,088	211,907	0	0	0	#DIV/0!
100-4681	Park Maintenance Grant	31,726	157,327	353,230	0	0	#DIV/0!
100-4699	Other Intergovernmental Grants	8,285	0	4,204	0	0	#DIV/0!
Total - Intergovernmental		461,132	437,412	433,749	59,457	0	0.0%
100-4701	Building Inspection	11,350	6,643	7,560	7,344	2,747	37.4%
100-4702	Pre-sale Inspections	37,668	36,805	35,220	35,190	9,000	25.6%
100-4703	Occupancy Inspections	90,109	75,492	80,301	79,254	22,018	27.8%
100-4704	Code Restoration	39,750	33,250	23,886	25,500	4,200	16.5%
100-4705	Plan Check	361,083	253,510	257,453	268,770	53,791	20.0%
100-4706	Title 24- Plan Check	29,066	18,114	28,666	29,070	5,043	17.3%
100-4707	Zoning and Subdivision	80,818	126,244	126,763	107,100	24,622	23.0%
100-4716	Enterprise Zone Fees	0	11	0	0	0	#DIV/0!
100-4720	Vehicle Inspection	7,733	6,232	7,448	6,350	1,786	28.1%
100-4721	Vehicle Impound	184,404	187,066	237,643	190,000	59,689	31.4%
100-4722	DUI Cost Recovery	32,882	34,486	39,381	29,000	8,943	30.8%
100-4723	Vehicle Repo Fee	3,495	4,155	4,575	4,175	975	23.4%
100-4724	Police Reports	8,756	10,909	9,070	8,400	2,387	28.4%
100-4725	Fingerprinting	8,995	6,288	6,689	6,100	331	5.4%
100-4726	False Alarm	52,803	94,932	92,368	88,900	27,284	30.7%
100-4728	Tweedy Mile Security	64,369	33,709	34,152	35,000	0	0.0%
100-4729	Witness Fees	2,645	1,650	826	750	0	0.0%
100-4730	Other Police Services	929	1,102	3,006	2,000	2,404	120.2%
100-4740	Park Aquatics	226,247	210,786	224,718	250,100	127,581	51.0%
100-4741	Park Rents & Concessions	292,438	317,498	144,064	300,000	37,776	12.6%
100-4742	Recreation Classes	73,397	74,888	45,654	99,040	6,524	6.6%
100-4743	Golf Course	37,900	35,837	36,298	33,650	8,603	25.6%
100-4744	Youth Programs	72,881	66,910	120,407	74,040	31,667	42.8%
100-4745	Sports Center	302,806	334,287	413,211	392,461	127,057	32.4%
100-4746	Senior Programs	33,548	28,450	33,047	38,475	8,065	21.0%
100-4747	Special Events	31,362	23,354	19,102	24,050	16,073	66.8%
100-4748	Adult Sports	139,289	143,412	126,449	163,525	42,764	26.2%
100-4749	Youth Sports	53,668	66,167	69,864	67,425	18,356	27.2%
100-4750	Teen Program	878	300	1,795	5,500	170	3.1%
100-4751	Leased Facilities	187,664	77,615	39,975	0	9,225	#DIV/0!
100-4770	ROW Maintenance	1,380	1,149	31,979	1,300	30,986	2383.5%
100-4780	Passport Application Fees	0	0	11,370	7,000	2,269	32.4%
Total - Fees & Charges		2,470,312	2,311,247	2,312,938	2,379,469	692,334	29.1%
100-4901	Administrative Allocation	3,020,121	2,926,828	2,701,715	2,932,275	0	0.0%
100-4902	Property Damage	42,951	345	0	0	0	#DIV/0!
100-4903	Misc. Reimbursements	622,660	302,823	315,960	292,000	39,479	13.5%
100-4904	Donations	10,000	1,000	1,000	0	0	#DIV/0!
100-4905	Settlements	93,067	22,784	5,399,152	25,000	1,600	6.4%
100-4907	Energy Grants/Reimbursements	0	679	0	0	0	#DIV/0!
100-4908	Donation - Business Watch Program	0	30,000	0	0	0	#DIV/0!
100-4950	Cash Over/Short	(20)	(257)	(407)	0	(54)	#DIV/0!
100-4951	Administrative Fees	10	228	171,610	300	(10)	(3.3%)
100-4995	Misc. Revenue	81,058	84,640	52,504	75,000	17,652	23.5%
100-4999	Transfer-In	10,000	0	0	0	0	#DIV/0!
Total - Other Revenues		3,879,848	3,369,070	8,641,534	3,324,575	58,668	1.8%
Total - General Fund		48,912,093	47,261,025	53,909,481	48,452,992	3,753,301	7.5%

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ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	ADOPTED REVENUES 2018-19	ACTUAL REVENUES AS OF 9-30-18	% REC'D
Traffic Safety							
211-4401	Vehicle Code Fines	191,101	150,264	115,479	119,144	18,426	15.5%
Total - Traffic Safety Fund		191,101	150,264	115,479	119,144	18,426	15.5%
Gas Tax							
212-4501	Interest Earnings	15,934	14,176	2,551	12,000	(1,937)	(16.1%)
212-4599	Investment Mkt Value-Gains/Losses			(3,844)	0	3,844	#DIV/0!
212-4649	Gas Tax - 2103	495,958	265,778	384,101	362,069	89,588	24.7%
212-4650	Gas Tax - 2105	542,063	559,521	535,249	552,971	84,610	15.3%
212-4651	Gas Tax - 2106	322,691	331,126	326,251	333,115	51,849	15.6%
212-4652	Gas Tax - 2107	713,340	716,882	704,094	712,697	77,976	10.9%
212-4653	Traffic Congestion Relief	0	0	112,129	0	0	#DIV/0!
212-4902	Property Damage	337	0	0	0	0	#DIV/0!
212-4903	Misc Reimbursements	37,842	0	0	0	0	#DIV/0!
212-4995	Miscellaneous Revenue	0	0	162	0	0	#DIV/0!
212-4999	Transfers-In	0	0	81,403	0	0	#DIV/0!
Total - Gas Tax Fund		2,128,166	1,887,483	2,142,094	1,972,852	305,930	15.5%
TDA Bikeway							
213-4655	TDA Bikeway	2,002	79,045	27	195,646	0	0.0%
Total - TDA Bikeway Fund		2,002	79,045	27	195,646	0	0.0%
Street Sweeping							
214-4501	Interest Earnings	791	1,997	3,975	2,037	(1,288)	(63.2%)
214-4599	Investment Mkt Value-Gains/Losses			(2,556)	0	2,556	#DIV/0!
214-4771	NPDES Fees	4,829	5,552	742	5,663	237	4.2%
214-4772	Street Sweeping Fee	685,436	688,285	681,104	702,050	125,065	17.8%
214-4777	Utility City Statement Fee	948	934	906	953	176	18.4%
Total - Street Sweeping Fund		692,004	696,768	684,170	710,703	126,746	17.8%
Road Repair & Accountability Act (SB1)							
215-4501	Interest Earnings	0	0	1,219	7,000	(360)	(5.1%)
215-4599	Investment Mkt Value-Gains/Losses			(715)	0	715	#DIV/0!
215-4647	Transportation Loan Repayments	0	0	0	112,129	0	0.0%
215-4648	Road Maintenance & Rehab	0	0	454,663	1,637,904	278,358	17.0%
Total - Road Repair & Accountability Act Func		0	0	455,168	1,757,033	278,712	15.9%
CASp Certification & Training Fund							
216-4501	Interest Earnings	0	0	0	0	0	#DIV/0!
216-4381	SB 1186 / AB 1379 Fee	0	0	20,765	0	0	#DIV/0!
Total - CASp Certification & Training Fund		0	0	20,765	0	0	#DIV/0!
Prop A Transit							
221-4501	Interest Earnings	9,007	20,973	36,659	22,440	(12,301)	(54.8%)
221-4520	Property Rental	71,250	75,000	75,000	75,000	6,250	8.3%
221-4523	Advertisement Revenues	0	5,804	40	0	0	#DIV/0!
221-4599	Investment Mkt Value-Gains/Losse:	0	0	(24,415)	0	24,415	#DIV/0!
221-4657	Prop A Transit	1,733,853	1,761,728	1,857,455	1,930,519	514,723	26.7%
221-4699	Intergovernmental Grants	413,802	145,918	143,377	150,000	0	0.0%
221-4753	Bus Pass Sales	75,378	68,542	63,024	66,320	15,131	22.8%
221-4755	Fixed Route Fare Box Revenue	127,764	133,463	125,235	127,362	13,562	10.6%
221-4950	Cash Over/Short	40	0	0	0	(10)	#DIV/0!
221-4995	Miscellaneous	9,759	10,255	10,333	8,200	3,090	37.7%
Total - Prop A Transit Fund		2,440,854	2,221,683	2,286,708	2,379,841	564,861	23.7%

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ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	ADOPTED REVENUES 2018-19	ACTUAL REVENUES AS OF 9-30-18	% REC'D
Prop C Transit							
222-4501	Interest Earnings	14,303	27,142	55,957	32,000	(18,545)	(58.0%)
222-4599	Investment Mkt Value-Gains/Losse:	0	0	(36,810)	0	36,810	#DIV/0!
222-4657	Prop C Transit	1,442,723	1,466,593	1,535,349	1,601,315	426,938	26.7%
222-4699	Other Grants	9,040	0	(0)	0	0	#DIV/0!
Total - Prop C Transit Fund		1,466,066	1,493,735	1,554,497	1,633,315	445,202	27.3%
AQMD							
223-4501	Interest Earnings	1,290	2,753	6,010	3,100	(1,982)	(63.9%)
223-4599	Investment Mkt Value-Gains/Losse:	0	0	(3,933)	0	3,933	#DIV/0!
223-4604	AQMD	121,611	127,161	124,739	122,061	0	0.0%
223-4995	Miscellaneous	0	19,100	0	0	0	#DIV/0!
Total - AQMD Fund		122,901	149,013	126,816	125,161	1,952	1.6%
Measure R Transit							
224-4501	Interest Earnings	13,849	25,632	54,308	20,500	(17,973)	(87.7%)
224-4599	Investment Mkt Value-Gains/Losse:	0	0	(35,673)	0	35,673	#DIV/0!
224-4658	Metro Call for Projects	0	2,330	73,455	0	0	#DIV/0!
224-4661	Measure R	1,079,291	1,096,245	1,153,975	1,201,011	320,225	26.7%
Total - Measure R Transit Fund		1,093,140	1,124,207	1,246,065	1,221,511	337,925	27.7%
Measure M Transit							
225-4501	Interest Earnings	0	0	6,014	12,000	(1,776)	(14.8%)
225-4599	Investment Mkt Value-Gains/Losse:	0	0	(3,525)	0	3,525	#DIV/0!
225-4658	Metro Call for Projects	0	0	0	0	0	#DIV/0!
225-4671	Measure M	0	0	1,045,766	1,361,118	365,157	26.8%
Total - Measure M Transit Fund		0	0	1,048,255	1,373,118	366,906	26.7%
Law Enforcement Grants							
231-4501	Interest Earnings	3,393	3,770	6,156	4,200	(2,131)	(50.7%)
231-4599	Investment Mkt Value-Gains/Losse:	0	0	(4,229)	0	4,229	#DIV/0!
231-4620	Edward Byrne Memorial Grant	2,883	68,519	8,264	25,000	0	0.0%
231-4621	AB 3229 - COPS	173,087	199,361	211,356	225,000	0	0.0%
231-4624	OTS Grants	77,244	78,883	79,571	32,366	0	0.0%
231-4627	COPS Hiring Military Grant	163,527	0	0	0	0	#DIV/0!
231-4628	Andeavor Grant - Business Watch	0	0	30,000	0	0	#DIV/0!
231-4683	ABC Grant	19,660	17,196	0	0	0	#DIV/0!
231-4699	Other Intergovernmental	0	0	13,547	0	0	#DIV/0!
231-4999	Transfers-In	0	0	30,000	0	0	#DIV/0!
Total - Law Enforcement Grants Fund		439,794	367,730	374,664	286,566	2,098	0.7%
Asset Forfeiture							
235-4501	Interest Earnings	19,000	36,730	65,943	18,000	(22,201)	(123.3%)
235-4599	Investment Mkt Value-Gains/Losse:	0	0	(44,066)	0	44,066	#DIV/0!
235-4635	Federal Dept of Justice	1,592,831	2,148,695	474,827	1,000,000	927,378	92.7%
235-4636	Federal Dept of Treasury	23,385	0	0	0	0	#DIV/0!
235-4638	State Dept of Justice	0	0	14,665	0	0	#DIV/0!
235-4904	Donations	3,000	0	0	0	0	#DIV/0!
Total - Asset Forfeiture Fund		1,638,216	2,185,424	511,369	1,018,000	949,242	93.2%

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ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	ADOPTED REVENUES 2018-19	ACTUAL REVENUES AS OF 9-30-18	% REC'D
Housing Authority							
241-4501	Interest Earnings	1,778	2,363	5,823	2,500	(1,297)	(51.9%)
241-4504	Loan Repayment	0	0	0	0	0	#DIV/0!
241-4520	Property Rental	0	0	0	0	0	#DIV/0!
241-4540	Housing Assistance Pmts	0	0	0	0	0	#DIV/0!
241-4599	Investment Mkt Value-Gains/Losse:	0	0	(512)	0	512	#DIV/0!
241-4690	HUD Allocation	3,836,909	3,746,239	3,802,025	3,800,000	976,086	25.7%
241-4691	Program Admin Fees	481,695	448,138	473,400	450,000	121,899	27.1%
241-4693	Earned Income-Admin Pr Yrs Adj	6,021	(248)	10,527	0	0	#DIV/0!
241-4694	Fraud Recovery - HAP	1,568	3,981	12,692	5,000	2,727	54.5%
241-4695	Fraud Recovery - Admin	1,568	3,981	12,692	5,000	2,727	54.5%
241-4697	Port-In HAP Revenues	115,994	189,787	91,725	175,000	19,477	11.1%
241-4698	Port-In HAP Admin Fee Revenues	10,764	16,161	8,293	12,000	2,064	17.2%
Total - Housing Authority Fund		4,456,295	4,410,402	4,416,665	4,449,500	1,124,194	25.3%
HOME Program							
242-4504	Loan Repayment	0	0	0	5,380	0	0.0%
242-4690	HUD Allocation	554,984	498,250	492,267	416,297	0	0.0%
242-4999	Transfers-In	100,000	100,000	83,560	100,000	0	0.0%
Total - HOME Program Fund		654,984	598,250	575,826	521,677	0	0.0%
CDBG							
243-4503	Advances	98,816	79,427	58,535	36,165	0	0.0%
243-4504	Loan Repayment	4,276	4,427	429	1,000	0	0.0%
243-4690	HUD Allocation	1,117,655	2,197,870	864,211	1,300,000	0	0.0%
243-4696	Prior Years Carryover	0	0	840,933	35,324	0	0.0%
243-4708	Commercial Façade Contributions	0	18,517	16,570	0	0	#DIV/0!
Total - CDBG Fund		1,220,746	2,300,241	1,780,677	1,372,489	0	0.0%
ARRA							
245-4999	Transfers-In	18,123	0	0	0	0	#DIV/0!
Total - ARRA Fund		18,123	0	0	0	0	#DIV/0!
Street Lighting & Landscaping							
251-4105	Penalties/Delinquencies	18,851	12,243	13,976	12,500	0	0.0%
251-4108	Street Lights Assessments	2,001,945	1,983,804	2,001,685	1,993,641	0	0.0%
251-4501	Interest Earnings	5,354	9,750	8,019	8,000	(3,178)	(39.7%)
251-4521	Sale of Property	24,563	0	0	0	0	#DIV/0!
251-4599	Investment Mkt Value-Gains/Losse:	0	0	(6,308)	0	6,308	#DIV/0!
251-4902	Property Damage	0	0	0	0	0	#DIV/0!
251-4903	Misc Reimbursements	1,901	221,683	0	0	0	#DIV/0!
251-4905	Settlement/Ins. Recoveries	0	0	3,712	0	170	#DIV/0!
251-4907	Energy Reimbursements	0	7,731	0	0	0	#DIV/0!
251-4980	Bond/Loan Proceeds	882,556	6,561	0	0	0	#DIV/0!
Total - Street Lighting & Landscaping Fund		2,935,170	2,241,772	2,021,085	2,014,141	3,300	0.2%

**CITY OF SOUTH GATE
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ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	ADOPTED REVENUES 2018-19	ACTUAL REVENUES AS OF 9-30-18	% REC'D
Federal & State Grants							
261-4504	Loan Repayment	0	0	0	0	0	#DIV/0!
261-4614	Cal-Home Grant	0	246,420	240,326	0	0	#DIV/0!
261-4615	WM Think Green Grant (CEHAT)	0	0	2,500	0	0	#DIV/0!
261-4656	Safe Route to School Grant	1,112,994	1,286	254,572	0	0	#DIV/0!
261-4658	Metro Call for Projects	1,804,634	879,116	3,176,188	0	0	#DIV/0!
261-4660	HBRR Grant	2,314,573	3,629,702	1,323,468	0	0	#DIV/0!
261-4663	METRO CicLAvia Grant	71,750	0	0	0	0	#DIV/0!
261-4680	RMC Grant	350,000	0	0	0	0	#DIV/0!
261-4682	Prop A Recreation Grant	621,596	1,412,834	0	0	0	#DIV/0!
261-4690	HUD Allocation	19,837	0	0	0	0	#DIV/0!
261-4699	Other Intergovernmental	(2,234,938)	4,114,731	79,041	0	0	#DIV/0!
261-4999	Transfers-In	17,938	0	0	0	0	#DIV/0!
Total - Federal & State Grants Fund		4,078,384	10,284,087	5,076,096	0	0	#DIV/0!
UDAG							
262-4501	Interest Earnings	3,575	6,497	2,576	3,500	(2,023)	(57.8%)
262-4599	Investment Mkt Value-Gains/Losse:	0	0	(4,015)	0	4,015	#DIV/0!
262-4699	Other Grants	196,059	125,481	0	0	0	#DIV/0!
Total - UDAG Fund		199,634	131,978	(1,438)	3,500	1,992	56.9%
Public Access Corp.							
263-4501	Interest Earnings	1,005	1,185	1,160	600	(446)	(74.4%)
263-4599	Investment Mkt Value-Gains/Losse:	0	0	(886)	0	886	#DIV/0!
263-4995	Miscellaneous	0	0	0	0	0	#DIV/0!
Total - Public Access Corp.		1,005	1,185	274	600	440	73.3%
Park Enhancement Fund							
271-4501	Interest Earnings	0	0	5,358	1,500	(1,582)	(105.5%)
271-4599	Investment Mkt Value-Gains/Losse:	0	0	(3,140)	0	3,140	#DIV/0!
271-4751	Lease Facilities	0	0	250,028	247,845	65,231	26.3%
271-4904	Donations	0	0	14,786	0	0	#DIV/0!
271-4999	Transfers-In	0	0	215,780	0	0	#DIV/0!
Total - Park Enhancement Fund		0	0	482,811	249,345	66,789	26.8%
Measure A (Park Improvements)							
272-4685	Measure A Parks Grant	0	0	0	250,000	0	0.0%
272-4686	Maintenance & Servicing Funds	0	0	0	12,500	0	0.0%
Total - Measure A (Park Improvements) Fund		0	0	0	262,500	0	0.0%
Capital Improvements							
311-4501	Interest Earnings	3,440	0	(3,440)	0	0	#DIV/0!
311-4699	Other Intergovernmental-LAUDS	235,118	74,000	158,100	0	0	#DIV/0!
311-4903	Misc Reimbursements	0	0	0	0	0	#DIV/0!
311-4904	Donations	0	550	0	0	15,000	#DIV/0!
311-4995	Miscellaneous	0	0	2,920	0	0	#DIV/0!
311-4999	Transfers In	12,686,957	11,112,113	12,800,344	0	0	#DIV/0!
Total - Capital Improvements Fund		12,925,515	11,186,663	12,957,924	0	15,000	#DIV/0!
Successor Agency							
321-4520	Property Rental	24,353	20,606	24,353	22,480	5,620	25.0%
321-4999	Transfers-In	0	0	250,000	250,000	0	0.0%
Total - Successory Agency Fund		24,353	20,606	274,353	272,480	5,620	2.1%

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ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	ADOPTED REVENUES 2018-19	ACTUAL REVENUES AS OF 9-30-18	% REC'D
Low/Mod Housing							
322-4110	ABx1 26 PTR Residual 26400	377,890	127,088	225,554	20,525	0	0.0%
322-4501	Interest Earnings	0	623	14,871	750	(3,618)	(482.4%)
322-4504	Loan Repayment	0	46,184	3,220	4,300	1,061	24.7%
322-4520	Property Rental	15,626	13,222	18,876	18,324	4,581	25.0%
322-4599	Investment Mkt Value-Gains/Losse:	0	0	(7,182)	0	7,182	#DIV/0!
322-4905	Settlements	0	0	0	0	0	#DIV/0!
322-4998	Transfer of Assets	2,135,000	0	0	0	0	#DIV/0!
Total - Low/Mod Housing Fund		2,528,516	187,117	255,338	43,899	9,205	21.0%
Water							
411-4501	Interest Earnings	112,519	166,897	318,646	178,500	(107,447)	(60.2%)
411-4502	Bond Interest Earnings	68,857	70,633	96,508	77,000	0	0.0%
411-4522	Water Rights	489,750	490,000	935,700	570,000	570,000	100.0%
411-4525	Water Impact Fees	282,180	26,133	232,877	35,000	0	0.0%
411-4599	Investment Mkt Value-Gains/Losse:	0	0	(213,010)	0	213,010	#DIV/0!
411-4773	Utility Service	19,347,855	18,820,661	19,252,700	20,318,359	3,513,595	17.3%
411-4774	Utility Connections	14,989	17,441	14,949	14,200	3,431	24.2%
411-4775	Meter Installation	69,051	66,915	48,106	47,000	1,920	4.1%
411-4776	Penalties	298,167	271,067	257,497	275,000	50,979	18.5%
411-4902	Property Damage	5,257	3,641	0	0	0	#DIV/0!
411-4903	Misc Reimbursements	1,703	0	0	0	237	#DIV/0!
411-4907	Energy Reimbursements	0	14,390	10,892	5,000	0	0.0%
411-4950	Cash Over/Short	(702)	(679)	(209)	0	(189)	#DIV/0!
411-4981	Bond Premium	58,569	58,569	58,569	0	0	#DIV/0!
411-4995	Miscellaneous	16,136	10,857	19,820	16,000	1,849	11.6%
411-4999	Transfers-In	1,645,532	1,582,969	0	0	0	#DIV/0!
Total - Water Fund		22,409,863	21,599,493	21,033,045	21,536,059	4,247,383	19.7%
Sewer							
412-4342	Industrial Waste Permits	134,216	132,698	154,282	140,000	3,197	2.3%
412-4501	Interest Earnings	8,868	13,251	19,803	17,500	(6,906)	(39.5%)
412-4599	Investment Mkt Value-Gains/Losse:	0	0	(13,708)	0	13,708	#DIV/0!
412-4771	NPDES Inspections	30,028	0	0	35,000	0	0.0%
412-4773	Utility Service	1,180,008	1,205,485	1,194,121	1,227,113	217,775	17.7%
412-4777	Utility City Statement Fee	1,434	1,421	1,477	1,525	310	20.3%
412-4995	Miscellaneous	560	0	0	0	0	#DIV/0!
Total - Sewer Fund		1,355,114	1,352,855	1,355,976	1,421,138	228,084	16.0%
Refuse							
413-4501	Interest Earnings	2,352	6,299	11,690	5,100	(3,918)	(76.8%)
413-4599	Investment Mkt Value-Gains/Losse:	0	0	(7,777)	0	7,777	#DIV/0!
413-4606	Used Oil Block Grant	35,328	19,254	22,397	20,000	0	0.0%
413-4607	Beverage Container Grant	35,924	16,323	14,355	17,000	0	0.0%
413-4773	Refuse Billings	3,710,888	3,731,714	3,850,521	3,952,826	682,899	17.3%
413-4777	Utility City Statement Fee	5,498	5,519	5,495	5,500	1,088	19.8%
413-4995	Miscellaneous	0	496	0	0	0	#DIV/0!
Total - Refuse Fund		3,789,989	3,779,604	3,896,681	4,000,426	687,846	17.2%
Insurance							
511-4501	Interest Earnings	30,982	46,204	93,330	0	(31,774)	#DIV/0!
511-4599	Investment Mkt Value-Gains/Losse:	0	0	(63,065)	0	63,065	#DIV/0!
511-4901	Administrative allocation	4,520,355	3,644,534	3,640,727	2,618,509	0	0.0%
511-4905	Settlements/Insurance Recoveries	167,747	70,823	5,098	0	97,045	#DIV/0!
Total - Insurance Fund		4,719,084	3,761,561	3,676,089	2,618,509	128,337	4.9%

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ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	ADOPTED REVENUES 2018-19	ACTUAL REVENUES AS OF 9-30-18	% REC'D
Fleet Management							
521-4501	Interest Earnings	231	0	(98)	0	(39)	#DIV/0!
521-4599	Investment Mkt Value-Gains/Losse:	0	0	(78)	0	78	#DIV/0!
521-4901	Administrative allocation	1,275,187	1,562,570	1,572,279	1,576,762	0	0.0%
521-4903	Misc. Reimbursements	10,481	0	860	0	0	#DIV/0!
Total - Fleet Management Fund		1,285,898	1,562,570	1,572,964	1,576,762	39	0.0%
Information Systems							
522-4501	Interest Earnings	2,789	4,726	9,319	7,700	(3,176)	(41.3%)
522-4599	Investment Mkt Value-Gains/Losse:	0	0	(6,304)	0	6,304	#DIV/0!
522-4901	Administrative allocation	648,957	736,781	739,252	741,640	0	0.0%
522-4903	Miscellaneous Reimbursements	0	0	594	0	0	#DIV/0!
522-4995	Miscellaneous	0	0	0	0	0	#DIV/0!
Total - Information Systems Fund		651,746	741,507	742,861	749,340	3,128	0.4%
Capital Asset & Equipment Replacement							
523-4501	Interest Earnings	0	0	56,459	25,000	(16,671)	(66.7%)
523-4599	Investment Mkt Value-Gains/Losse:	0	0	(33,088)	0	33,088	#DIV/0!
523-4901	Administrative allocation	0	0	245,003	0	0	#DIV/0!
523-4915	CAER Allocation	0	0	587,996	103,379	0	0.0%
523-4999	Transfers-In	0	0	3,929,504	0	0	#DIV/0!
Total - CAER Fund		0	0	4,785,873	128,379	16,418	12.8%
Building & Infrastructure Maintenance							
524-4501	Interest Earnings	0	0	28,256	7,500	(8,343)	(111.2%)
524-4599	Investment Mkt Value-Gains/Losse:	0	0	(16,560)	0	16,560	#DIV/0!
524-4920	BIM Allocation	0	0	0	0	0	#DIV/0!
524-4999	Transfers-In	0	0	2,000,000	0	0	#DIV/0!
Total - BIM Fund		0	0	2,011,696	7,500	8,217	109.6%
Successor Agency Debt Service							
611-4111	AB X1 26 ROPS TABS RPTTF	5,912,016	6,413,135	6,060,414	4,901,099	0	0.0%
611-4502	Bond Interest Earnings	1,572	5,986	17,944	0	0	#DIV/0!
611-4981	Bond Premium	384,658	384,658	384,658	0	0	#DIV/0!
Total - Successor Agency Debt Service Fund		6,298,246	6,803,779	6,463,016	4,901,099	0	0.0%
Ardine Assessment District							
621-4108	Assessments	0	0	0	0	0	#DIV/0!
621-4501	Interest Earnings	0	0	0	0	0	#DIV/0!
621-4999	Transfers-In	0	0	26,087	0	0	#DIV/0!
Total - Ardine Assessment District Fund		0	0	26,087	0	0	#DIV/0!
Total - All Other Funds		79,766,912	81,319,022	83,969,976	58,922,235	9,943,992	16.9%
Total - All Funds (General & All Other)		128,679,004	128,580,046	137,879,457	107,375,228	13,697,293	12.8%

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ACCOUNT NO. - DESCRIPTION	ACTUAL EXPENDITURES 2015/16	ACTUAL EXPENDITURES 2016/17	ACTUAL EXPENDITURES 2017/18	ADOPTED BUDGET 2018/19	ACTUAL EXPENDITURES 9/30/2018	% EXPENDED
General Fund						
City Council						
100-110-11	188,735	201,813	291,023	304,550	74,483	24.5%
Total - City Council	188,735	201,813	291,023	304,550	74,483	24.5%
City Clerk						
100-140-11	445,484	499,186	427,256	465,346	109,849	23.6%
Total - City Clerk	445,484	499,186	427,256	465,346	109,849	23.6%
City Treasurer						
100-160-11	15,449	18,615	40,861	41,828	7,527	18.0%
Total - City Treasurer	15,449	18,615	40,861	41,828	7,527	18.0%
City Attorney						
100-130-12	1,006,763	1,703,002	1,510,361	1,088,479	214,706	19.7%
Total - City Attorney	1,006,763	1,703,002	1,510,361	1,088,479	214,706	19.7%
City Manager						
100-120-12 - Administration	700,610	749,373	783,352	853,811	210,574	24.7%
100-150-44 - Community Promotion	313,098	289,908	301,682	259,916	36,380	14.0%
Total - City Manager	1,013,708	1,039,281	1,085,035	1,113,727	246,953	22.2%
Administrative Services						
100-301-12 - AS Admin./Accounting	1,355,022	1,448,724	1,505,056	1,708,102	395,078	23.1%
100-303-12 - Purchasing	147,469	195,095	208,867	224,718	51,927	23.1%
100-302-12 - Business License	255,750	252,229	268,926	286,399	69,491	24.3%
100-304-12 - Customer Service	582,081	0	0	0	0	#DIV/0!
100-201-12 - Human Resources	671,281	745,107	812,840	824,628	160,327	19.4%
100-202-12 - Summer Youth Empl Prog	0	0	8,542	100,000	60,509	60.5%
100-900-12 - Non-Departmental	4,317,082	2,476,460	12,255,537	0	0	#DIV/0!
Total - Administrative Services	7,328,685	5,117,615	15,059,768	3,143,847	737,332	23.5%
Parks & Recreation						
100-401-61 - Parks Administration	1,107,603	1,100,950	1,182,823	1,358,566	281,120	20.7%
100-410-61 - Contract Classes	104,544	114,692	121,753	144,119	31,572	21.9%
100-411-61 - Youth Programs	156,580	152,615	183,955	229,208	41,152	18.0%
100-412-61 - Senior Services	155,787	155,972	164,381	190,446	38,613	20.3%
100-413-61 - Special Events	164,057	151,457	172,908	186,347	39,491	21.2%
100-414-61 - Sports Center	367,367	574,234	542,080	636,297	127,527	20.0%
100-415-61 - Aquatics	401,500	487,186	554,277	570,359	146,242	25.6%
100-416-61 - Youth Sports	198,127	205,680	223,436	256,099	47,382	18.5%
100-417-61 - Adult Sports	140,029	153,469	208,439	229,590	28,316	12.3%
100-418-61 - Teen Programs	65,068	72,085	72,493	94,130	32,716	34.8%
100-460-61 - Grounds Maintenance	2,226,717	2,538,016	2,683,743	2,732,673	601,020	22.0%
100-461-61 - Custodial Maintenance	832,833	839,477	897,728	1,045,323	251,374	24.0%
100-470-61 - Golf Course	129,206	127,999	146,640	171,382	34,381	20.1%
100-471-61 - Leased Facilities	48,764	43,864	77,051	88,681	56,103	63.3%
Total - Parks & Recreation	6,098,182	6,717,696	7,231,708	7,933,220	1,757,008	22.1%

**CITY OF SOUTH GATE
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1ST QUARTER EXPENDITURE SUMMARY REPORT**

ACCOUNT NO. - DESCRIPTION	ACTUAL EXPENDITURES 2015/16	ACTUAL EXPENDITURES 2016/17	ACTUAL EXPENDITURES 2017/18	ADOPTED BUDGET 2018/19	ACTUAL EXPENDITURES 9/30/2018	% EXPENDED
Police						
100-501-21 - Police Administration	2,056,183	2,095,570	2,188,515	2,292,418	910,367	39.7%
100-502-21 - Patrol	13,837,720	15,046,131	16,400,919	18,655,138	5,101,979	27.3%
100-503-21 - Services	5,333,633	5,388,462	5,571,032	5,504,771	1,568,259	28.5%
100-590-21 - Pension Obligation Bonds	2,014,662	2,014,649	2,016,952	2,015,439	0	0.0%
Total - Police	23,242,199	24,544,812	26,177,418	28,467,766	7,580,606	26.6%
Community Development						
100-601-42 - CD Administration	870,911	725,396	512,397	624,390	143,091	22.9%
100-602-42 - Inspections	995,396	845,298	1,221,732	1,313,510	282,266	21.5%
100-603-41 - Planning	590,443	512,762	555,077	542,579	107,534	19.8%
100-604-29 - Code Enforcement	264,076	335,235	287,215	296,793	81,025	27.3%
100-661-49 - Enterprise Zone	0	0	0	0	0	#DIV/0!
Total - Community Development	2,720,826	2,418,691	2,576,422	2,777,272	613,916	22.1%
Public Works						
100-701-31 - PW Admin./Engineering	1,282,617	1,243,250	1,424,924	1,478,344	370,885	25.1%
100-710-12 - General Maintenance	1,603,220	1,895,496	2,198,786	2,260,921	389,301	17.2%
100-712-29 - Graffiti Abatement	151,738	253,473	393,142	289,590	40,639	14.0%
Total - Public Works	3,037,575	3,392,219	4,016,852	4,028,855	800,825	19.9%
Non-Departmental						
100-900-12 - Non-Departmental	0	0	0	693,000	0	0.0%
Total - Non-Departmental	0	0	0	693,000	0	0.0%
Total - General Fund	45,097,606	45,652,930	58,416,702	50,057,890	12,143,205	24.3%
Traffic Safety						
211-505-29	302,130	292,012	301,484	305,515	0	0.0%
Total - Traffic Safety Fund	302,130	292,012	301,484	305,515	0	0.0%
Gas Tax						
212-604-49 - CD Code Enforcement	0	0	761	20,852	5,328	25.6%
212-713-31 - PW Street Maintenance	3,442,193	3,440,092	2,583,887	3,099,409	416,561	13.4%
Total - Gas Tax Fund	3,442,193	3,440,092	2,584,648	3,120,261	421,889	13.5%
TDA Bikeway						
213-780-31	2,002	79,072	0	0	0	#DIV/0!
Total - TDA Bikeway Fund	2,002	79,072	0	0	0	#DIV/0!
Street Sweeping						
214-730-31 - Operations	606,707	571,558	612,924	537,298	73,157	13.6%
214-304-12 - Customer Service	0	14,137	16,070	16,842	4,473	26.6%
Total - Street Sweeping Fund	606,707	585,695	628,994	554,140	77,630	14.0%
Road Repair & Accountability Act						
215-713-31	0	0	166,965	0	0	#DIV/0!
Total - RRAA Fund	0	0	166,965	0	0	#DIV/0!

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1ST QUARTER EXPENDITURE SUMMARY REPORT**

ACCOUNT NO. - DESCRIPTION	ACTUAL EXPENDITURES 2015/16	ACTUAL EXPENDITURES 2016/17	ACTUAL EXPENDITURES 2017/18	ADOPTED BUDGET 2018/19	ACTUAL EXPENDITURES 9/30/2018	% EXPENDED
CASp Certification & Training Fund						
216-701-14	0	0	0	0	0	#DIV/0!
Total - CASp Fund	0	0	0	0	0	#DIV/0!
Prop A Transit						
221-480-33	2,039,617	2,283,757	2,151,344	2,439,264	205,203	8.4%
Total - Prop A Transit Fund	2,039,617	2,283,757	2,151,344	2,439,264	205,203	8.4%
Prop C Transit						
222-780-31	890,417	730,923	932,503	442,740	42,640	9.6%
Total - Prop C Transit Fund	890,417	730,923	932,503	442,740	42,640	9.6%
AQMD						
223-610-49	30,218	33,233	145,537	220,383	0	0.0%
Total - AQMD Fund	30,218	33,233	145,537	220,383	0	0.0%
Measure R Transit						
224-780-31	548,083	377,085	253,614	8,665	0	0.0%
Total - Measure R Transit Fund	548,083	377,085	253,614	8,665	0	0.0%
Measure M Transit						
225-780-31	0	0	323,818	0	0	#DIV/0!
Total - Measure M Transit Fund	0	0	323,818	0	0	#DIV/0!
Law Enforcement Grants						
231-540-21 - State Grant	412,594	259,361	244,015	347,715	62,104	17.9%
231-541-21 - Homeland Security Grant	0	0	0	0	0	#DIV/0!
231-542-21 - Edward Byrne (ARRA #1)	0	0	0	0	0	#DIV/0!
231-549-21 - Edward Byrne JAG Grant	0	0	0	0	0	#DIV/0!
231-551-21 - ABC Grant	19,660	17,196	0	0	0	#DIV/0!
231-554-21 - Edward Byrne	2,883	68,519	8,264	40,580	0	0.0%
231-555-21 - Military Grant	163,527	528	0	0	0	#DIV/0!
231-556-21 - OTS Grant	77,244	78,883	79,571	32,366	11,479	35.5%
231-557-21 - Business Watch Program	0	0	11,306	20,931	5,962	28.5%
231-558-21 - Law Enf Assisted Diversion (L	0	0	10,098	0	0	#DIV/0!
231-559-21 - Homeless Outreach Services	0	0	3,448	0	0	#DIV/0!
Total - Law Enforcement Grants Fund	675,908	424,488	356,702	441,592	79,545	18.0%
Asset Seizure						
235-570-21	946,279	1,069,203	977,276	1,250,153	227,616	18.2%
Total - Asset Seizure Fund	946,279	1,069,203	977,276	1,250,153	227,616	18.2%
Housing Authority						
241-630-43	6,703,433	4,440,671	4,670,391	4,797,144	1,137,496	23.7%
Total - Housing Authority Fund	6,703,433	4,440,671	4,670,391	4,797,144	1,137,496	23.7%

**CITY OF SOUTH GATE
FISCAL YEAR 2018/19
1ST QUARTER EXPENDITURE SUMMARY REPORT**

ACCOUNT NO. - DESCRIPTION	ACTUAL EXPENDITURES 2015/16	ACTUAL EXPENDITURES 2016/17	ACTUAL EXPENDITURES 2017/18	ADOPTED BUDGET 2018/19	ACTUAL EXPENDITURES 9/30/2018	% EXPENDED
HOME Program						
242-601-43 - Administration	51,361	55,994	42,586	52,283	12,881	24.6%
242-605-43 - HOME Delivery	100,000	100,000	83,560	100,000	23,833	23.8%
242-631-43 - HOME Projects	503,623	442,256	449,681	369,394	88,500	24.0%
242-635-43 - HOME CHDO	0	0	0	0	0	#DIV/0!
Total - HOME Program Fund	654,984	598,250	575,826	521,677	125,215	24.0%
CDBG						
243-601-43 - Administration	263,407	250,963	239,808	260,000	47,115	18.1%
243-604-29 - Code Enforcement	261,902	300,000	305,300	375,000	82,426	22.0%
243-634 - Projects	443,376	891,878	817,906	886,489	107	0.0%
243-712-29 - Graffiti Abatement	107,450	110,342	111,865	140,000	36,155	25.8%
243-713-29 - Street Maintenance	384,612	1,307,058	933,277	0	0	#DIV/0!
Total - CDBG Fund	1,460,746	2,860,241	2,408,156	1,661,489	165,803	10.0%
ARRA						
245-714-25	18,123	0	0	0	0	#DIV/0!
Total - ARRA Fund	18,123	0	0	0	0	#DIV/0!
Street Lighting & Landscape						
251-714-25	2,156,536	2,493,038	2,638,637	2,949,952	404,469	13.7%
Total - Street Lighting & Landscape Fund	2,156,536	2,493,038	2,638,637	2,949,952	404,469	13.7%
Federal & State Grants						
261-632-43 - Emergency Shelter Grant	19,837	0	0	0	0	#DIV/0!
261-636-44 - CicLAvia Grant	89,688	0	0	0	0	#DIV/0!
261-638-40 - CAL-HOME Grant	0	246,420	263,989	0	0	#DIV/0!
261-639-40 - Community Environmental He	0	0	2,460	0	0	#DIV/0!
261-900-31 - Streets/Highways/Storm Drain	7,741,849	7,341,513	4,820,660	0	0	#DIV/0!
Total - Federal & State Grants Fund	7,851,374	7,587,932	5,087,110	0	0	#DIV/0!
UDAG						
262-603-41	409,328	359,677	0	29,800	0	0.0%
Total - UDAG Fund	409,328	359,677	0	29,800	0	0.0%
Public Access Corp.						
263-150-12	28,351	74,049	33,740	51,926	3,466	6.7%
Total - Public Access Corp. Fund	28,351	74,049	33,740	51,926	3,466	6.7%
Park Enhancement Fund						
271-490-61	0	0	43,282	20,000	0	0.0%
Total - Park Enhancement Fund	0	0	43,282	20,000	0	0.0%
Measure A Parks						
272-495-69	0	0	0	0	0	#DIV/0!
Total - Measure A Parks Fund	0	0	0	0	0	#DIV/0!

**CITY OF SOUTH GATE
FISCAL YEAR 2018/19
1ST QUARTER EXPENDITURE SUMMARY REPORT**

ACCOUNT NO. - DESCRIPTION	ACTUAL EXPENDITURES 2015/16	ACTUAL EXPENDITURES 2016/17	ACTUAL EXPENDITURES 2017/18	ADOPTED BUDGET 2018/19	ACTUAL EXPENDITURES 9/30/2018	% EXPENDED
Capital Improvements						
311-790	12,499,940	11,737,608	9,012,592	0	604,134	#DIV/0!
Total - Capital Improvements Fund	12,499,940	11,737,608	9,012,592	0	604,134	#DIV/0!
Successor Agency						
321-660-43	466,936	385,063	531,129	285,100	13,963	4.9%
Total - Successor Agency Fund	466,936	385,063	531,129	285,100	13,963	4.9%
Low/Mod Housing						
322-630-43	65,195	22,351	29,035	25,000	2,925	11.7%
Total - Low/Mod Housing Fund	65,195	22,351	29,035	25,000	2,925	11.7%
Water						
411-731-71 - Operations	13,572,038	12,391,591	12,998,246	17,167,241	761,037	4.4%
411-304-12 - Customer Service	25	485,943	537,795	532,771	125,716	23.6%
Total - Water Fund	13,572,063	12,877,534	13,536,041	17,700,012	886,754	5.0%
Sewer						
412-732-52 - Operations	1,884,506	1,983,128	1,580,895	1,906,906	158,874	8.3%
412-304-12 - Customer Service	0	20,259	26,917	28,296	7,516	26.6%
Total - Sewer Fund	1,884,506	2,003,387	1,607,811	1,935,202	166,390	8.6%
Refuse						
413-733-51 - Operations	3,495,069	3,646,793	3,729,334	3,696,278	306,590	8.3%
413-304-12 - Customer Service	0	74,596	84,498	88,450	22,549	25.5%
Total - Refuse Fund	3,495,069	3,721,389	3,813,832	3,784,728	329,139	8.7%
Insurance						
511-220-12	3,155,985	4,764,392	8,645,850	4,125,080	2,044,244	49.6%
Total - Insurance Fund	3,155,985	4,764,392	8,645,850	4,125,080	2,044,244	49.6%
Fleet Management						
521-750-12	1,367,866	1,552,928	1,604,414	1,900,357	279,478	14.7%
Total - Fleet Management Fund	1,367,866	1,552,928	1,604,414	1,900,357	279,478	14.7%
Information Systems						
522-305-12	586,236	678,947	788,691	1,076,726	119,441	11.1%
Total - Information Systems Fund	586,236	678,947	788,691	1,076,726	119,441	11.1%

**CITY OF SOUTH GATE
FISCAL YEAR 2018/19
1ST QUARTER EXPENDITURE SUMMARY REPORT**

ACCOUNT NO. - DESCRIPTION	ACTUAL EXPENDITURES 2015/16	ACTUAL EXPENDITURES 2016/17	ACTUAL EXPENDITURES 2017/18	ADOPTED BUDGET 2018/19	ACTUAL EXPENDITURES 9/30/2018	%
						EXPENDED
Capital Asset & Equipment Replacement						
523-140-11 - City Clerk	0	0	1,675	0	0	#DIV/0!
523-303-12 - AS - Purchasing	0	0	0	40,000	0	0.0%
523-306-12 - Capital Asset Replacement	0	0	790	0	0	#DIV/0!
523-413-61 - P&R - Special Events	0	0	0	10,000	0	0.0%
523-414-61 - P&R - Sports Center	0	0	0	12,000	0	0.0%
523-415-61 - P&R - Aquatics	0	0	0	20,000	0	0.0%
523-460-61 - P&R - Grounds Maintenance	0	0	0	194,000	39,139	20.2%
523-461-61 - P&R - Custodial	0	0	2,608	81,000	0	0.0%
523-501-21 - PD - Admin	0	0	0	0	0	#DIV/0!
523-601-42 - CD - Admin	0	0	0	1,550	689	44.5%
523-602-42 - CD - Inspections	0	0	0	0	0	#DIV/0!
523-604-29 - CD - Code Enforcement	0	0	0	0	0	#DIV/0!
523-710-12 - PW - General Maintenance	0	0	5,187	281,545	0	0.0%
523-712-29 - PW - Graffiti Abatement	0	0	0	0	0	#DIV/0!
Total - CAER Fund	0	0	10,261	640,095	39,828	6.2%
Building & Infrastructure Maintenance						
524-401-61 - P&R Admin	0	0	26,217	0	0	#DIV/0!
524-415-61 - P&R Aquatics	0	0	0	15,000	0	0.0%
524-461-61 - P&R Custodial	0	0	0	30,000	0	0.0%
524-710-12 - PW - General Maintenance	0	0	40,059	0	0	#DIV/0!
524-790-13 - Capital Improvements	0	0	396	0	0	#DIV/0!
Total - BIM Fund	0	0	66,671	45,000	0	0.0%
Successor Agency Debt Service						
611-660-43	2,099,554	1,429,153	1,511,048	4,944,531	(409,803)	(8.3%)
Total - SA Debt Service Fund	2,099,554	1,429,153	1,511,048	4,944,531	(409,803)	(8.3%)
Ardine Assessment						
621-714-25	0	0	0	0	0	#DIV/0!
Total - Ardine Assessment Fund	0	0	0	0	0	#DIV/0!
Total - Other Funds	67,959,779	66,902,168	65,437,401	55,276,532	6,967,466	12.6%
Total - All Funds (General & Other)	113,057,384	112,555,098	123,854,104	105,334,422	19,110,671	18.1%

RECEIVED

City of South Gate

Item No. 14

JAN 16 2019

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

9:20am

For the Regular Meeting of: January 22, 2019

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: NOTICE OF COMPLETION FOR THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE V AND THE WALNUT STREET PARKING LOT IMPROVEMENTS, CITY PROJECT NO. 566-ST

PURPOSE: Construction of the Citywide Sidewalk Improvement Project (Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment. In addition, staff is recommending approval of an owner-initiated change order needed to fund the actual constructed quantities and to fund additional work identified by staff to fully utilize the grant funds and construction budget.

RECOMMENDED ACTIONS:

- a. Accept completion of construction, effective November 16, 2018, of the Citywide Sidewalk Improvements Project, Phase V and the Walnut Street Parking Lot Improvements, City Project No. 566-ST;
- b. Approve owner-initiated Change Order No. 2 to Contract No. 3446 to fund final construction quantities for the Project, in the amount of \$45,706; and
- c. Direct the City Clerk to file a Notice of Completion with Los Angeles County Recorder's Office.

FISCAL IMPACT: The total construction budget for the Project was \$886,538. It was funded with \$204,313 in Senate Bill 1 (SB 1) Funds, \$400,000 in CDBG Funds and \$282,225 in Building Infrastructure and Maintenance Funds in Account No. 311-790-39-9469. The final project cost was \$886,538 as summarized below:

	SB 1 Funds	CDBG Funds	Building Infrastructure and Maintenance Funds	Total
Contract Amount	\$54,313	\$400,000	\$232,225	\$686,538
Administrative Change Order No. 1	\$0	\$0	\$29,557	\$29,557
Balancing Change Order No. 2	\$45,706	\$0	\$0	\$45,706
Arborist Contract	\$960	\$0	\$0	\$960
Tree Trim & Removal	\$49,200	\$0	\$0	\$49,200
Inspection Services	\$34,697	\$0	\$15,000	\$49,697
Labor Compliance	\$4,610	\$0	\$0	\$4,610
Staff and Misc. Costs	\$14,827	\$0	\$5,443	\$20,270
Total	\$204,313	\$400,000	\$282,225	\$886,538

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2018/19 Work Program is to complete construction.

ANALYSIS: The Public Contract Code establishes requirements that the City must abide to prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the period within which concerned parties may exercise their lien rights for the work they performed on the project. The City may use a part or all of the retention payment to settle any liens exercised against the City.

BACKGROUND: The Citywide Sidewalk Improvement Project served to enhance pedestrian mobility on City streets through a series of concrete repairs. Work included removal and reconstruction of sidewalks, driveway approaches, curbs and gutters and American with Disabilities Act (ADA) access ramps. Construction of the Project is complete and the contractor has met all of the contract obligations. The City Council may now accept the Project as complete.

On June 12, 2018, the City Council approved construction Contract No. 3446 with C.J. Concrete Construction, Inc., in the amount of \$686,538 for the Project. Construction began on July 9, 2018, and was field accepted by City staff on November 16, 2018. Construction was completed in accordance with the plans and specifications.

Inclusive of the two owner-initiated change orders, the final contract amount is \$761,801, with a summary following:

- Change Order No. 1 was approved administratively on December 10, 2018, in the amount of \$29,557, in accordance with South Gate Municipal Code Section 1.54.610. This change order was initiated by the City to fully fund the completion of the Walnut Street parking lot improvements. This was necessary to address and balance final construction quantities.
- Balancing Change Order No. 2 is presented for City Council approval in the amount of \$45,706. This change order was initiated by the City to (a) fully fund the final construction quantities for the sidewalk project (\$17,706) and (b) to fund additional work identified by staff in the field during construction to fully utilize the grant funds and construction budget (\$28,000). Additional work included replacement of sidewalk, curb ramps, and asphalt concrete.

Both of these change orders are common on projects where contract bid quantities are only estimates of the quantity of work necessary to complete a project. Once construction is complete, staff field measures the construction improvements and confirms that the quantity of the work performed to include additional locations not originally identified in the plans.

- ATTACHMENTS:**
- A. Notice of Completion
 - B. Balancing Change Order No. 2
 - C. Change Order No. 1

FS:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any Interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue South Gate, CA 90280	In Fee

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
- 4 A work of improvement on the property hereinafter described was COMPLETED ON Nov. 16, 2018
- 5 The name of the CONTRACTOR, if any, for such work of improvement was C.J. Concrete Construction, Inc., 10142 Shoemaker Avenue, Santa Fe Springs, CA 90670
- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

CITYWIDE SIDEWALK REPLACEMENT, PHASE V AND THE WALNUT STREET PARKING LOT IMPROVEMENTS, CITY PROJECT NO. 566-ST

- 7 The street and address of said property is: Various Locations Dated: January 22, 2019

8 Signature of _____

Owner or Owners María Belén Bernal, Mayor
City of South Gate

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

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER

CHANGE ORDER #: CCO 002 Quantity Balancing

CITY PROJECT #: 568-ST

PROJECT TITLE: Citywide Sidewalk Improvement Project Phase V and the Walnut Street
Parking Lot Improvements City Project No. 566-ST

PURCHASE ORDER #: 4701

CONTRACT #: 3446

CHANGE REQUESTED BY: City of South Gate

CONTRACTOR: CJ Concrete Construction, Inc

DATE OF REPORT: 12/10/2018

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This Change Order is not effective until approved by the Engineer.**

	Cost	Working Days
Original contract amount	\$686,538.00	50
Previous Change Orders amount:	29,557.00	8
This Change Order amount:	\$45,706.50	8
Total increase to contract (all change orders) to date	\$75,263.50	16
Revised total contract amount	\$761,801.50	66
Percentage of total increase (or decrease) to contract amount to date	10.96%	

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid Item Quantities									
Item #	Description	Contract Quantity	Previous Change Orders Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
4A	Remove and Reconstruct Concrete Sidewalk	46,626	1897	1847.75	50370.75	SF	\$6.00	\$11,086.50	2
8A	Remove and Reconstruct Concrete Curb Ramps per SPPWC Standard Plan Access Ramp Only	1	0	7.00	8.00	EA	\$4,000.00	\$28,000.00	2
9A	Furnish and Install Miscellaneous Crushed Base (CMB)	50	0	50.00	100.00	CY	\$20.00	\$1,000.00	2
S-1	Remove and Reconstruct Asphalt Concrete Cement	0	0	562.00	562.00	SF	\$10.00	\$5,620.00	2
	Total							\$45,706.50	

THE TOTAL AMOUNT OF THIS CHANGE ORDER IS: \$45,706.50

Approval Recommended by: Frank Sanchez
Frank Sanchez P.E., Project Manager

Date: 12/10/18

Approval Recommended by: _____
Clint Herrera, P.E., Assistant City Engineer

Date: _____

Approved by: _____
Arturo Cervantes, P.E., Director of Public Works / City Engineer

Date: _____

Approved by: _____
Jackie Acosta, Director of Administrative Services

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by: _____
Contractor's Representative

Date: _____

Title: _____

CJ CONCRETE CONSTRUCTION, INC.

10142 Shoemaker Ave. Santa Fe Springs, Ca. 90670

CONTRACTORS LICENSE # 720989 A

562-777-2222 - 562-777-2220

DATE 12/5/2018 PAYMENT APPLICATION 5

CITY OF SOUTH GATE
8650 California Avenue
South Gate, Ca. 90280-3075

ATTENTION Frank Sanchez fsanchez@sogate.org
Project Manager

PROJECT Walnut Street Parking Lot Improvements Schedule B
City Project # 566ST City Contract # 3446
Federal Hud #

Billing # 5
Date Generated 12/5/2018
Work Performed 10/1/2018 10/31/2018

Please find attached supporting worksheets and documents

Original Contract Amt.	686,538.00
Change Orders	75,263.50
CONTINGENCY	0.00
Adjusted Contract Amt.	761,801.50
Total Billing This Period	75,263.50
Total Billing Previous App.	686,538.00
Less 5% Retention this Billing	3,763.18
Total Due This Billing	71,500.33
Total Earned To Date	761,801.50
Retention Withheld	38,090.08
Balance of Contract	0.00

CJ CONCRETE CONSTRUCTION, INC.

Hector Hernandez
Superintendent for CJ
Date 12-5-18



CITY OF SOUTH GATE

Frank Sanchez
Project Manager
Date

284245
254688
431850
686538

5555 SERRIST

CJ CONCRETE CONSTRUCTION, INC.

City of Beach Oaks 1550 California
 South Oaks RD209
 Walnut Street Parking Lot
 Improvements SCHEDULE B

ITEM	DESCRIPTION OF WORK	QTY	UNIT	WEEK	TO	PREVIOUS	TOTAL UNITS	RATE	TOTAL WEEKS	SCHEDULED	UNITS THIS	WEEK	UNITS THIS	WEEK	PREVIOUS	TOTAL UNITS	USED	WEEKS	APPLIED	PREVIOUS	TOTAL UNITS	APPLIED	PERIODS	COMPLETED	MATH	COMPLETED TO	BALANCE TO	%	
				UNITS	UNITS	UNITS	USED			UNITS	WEEK	UNITS	WEEK	UNITS	UNITS	USED			PERIODS	UNITS	UNITS	PERIODS	PERCENT	UNITS	TO	COMPLETE	COMPLETE		
1A	MOBILIZATION	0.00	0.00	LS	0.00	1.00	1.00	4,000.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00%	0.00	4,000.00	0.00	100.00%		
2A	Traffic Control	0.00	0.00	LS	0.00	1.00	1.00	4,000.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00%	0.00	4,000.00	0.00	100.00%		
3A	Implementation of BMP's	0.00	0.00	LS	0.00	1.00	1.00	4,000.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00%	0.00	4,000.00	0.00	100.00%		
4A	R & R Basecoat	0.00	0.00	SF	1,847.75	48,826.00	48,826.76	6.00	11,666.50	274,750.06	1,847.75	48,826.00	11,666.50	48,826.76	48,826.00	48,826.76	0.00	0.00	0.00	274,750.06	11,666.50	274,750.06	99.09%	266.50	274,750.06	266.50	99.09%		
5A	R & R Curb & Gutter	0.00	0.00	LF	0.00	2,329.00	1,998.00	40.00	0.00	94,349.06	0.00	0.00	0.00	1,998.00	0.00	1,998.00	0.00	0.00	0.00	94,349.06	0.00	94,349.06	94.70%	14,440.00	79,909.06	14,440.00	94.70%		
6A	R & R Driveway Approach	0.00	0.00	SF	0.00	2,233.00	2,943.00	6.00	0.00	29,957.00	0.00	0.00	0.00	2,943.00	0.00	2,943.00	0.00	0.00	0.00	29,957.00	0.00	29,957.00	91.07%	2,876.00	26,487.00	2,876.00	91.07%		
7A	R & R Curb Only	0.00	0.00	LF	0.00	1,364.00	1,363.74	25.00	0.00	34,600.00	0.00	0.00	0.00	1,363.74	0.00	1,363.74	0.00	0.00	0.00	34,600.00	0.00	34,600.00	91.74%	2,858.00	31,741.00	2,858.00	91.74%		
8A	R & R Ramps	0.00	0.00	CY	0.00	25.00	8.00	4,000.00	28,000.00	4,000.00	0.00	0.00	0.00	8.00	0.00	8.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	80.00%	20,000.00	22,000.00	20,000.00	80.00%		
9A	Hamble & Install CURB	0.00	0.00	EA	0.00	1.00	1.00	20.00	500.00	500.00	0.00	0.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00	500.00	0.00	500.00	100.00%	0.00	500.00	0.00	100.00%		
10	MOBILIZATION	0.00	0.00	LS	0.00	1.00	1.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00%	0.00	1,000.00	0.00	100.00%		
20	SUPPLEMENTATION OF BMP'S	0.00	0.00	LS	0.00	1.00	1.00	3,500.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00%	0.00	3,500.00	0.00	100.00%		
30	REMOVE ASPHALT INSTALL 6" CON	0.00	0.00	SF	0.00	31,900.00	31,776.50	7.00	0.00	221,360.06	0.00	0.00	0.00	31,776.50	0.00	31,776.50	0.00	0.00	0.00	221,360.06	0.00	221,360.06	99.02%	943.50	222,458.50	943.50	99.02%		
40	R/R CONCRETE CURB ONLY	0.00	0.00	SF	0.00	20.00	30.00	100.00	0.00	2,000.00	0.00	0.00	0.00	30.00	0.00	30.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00%	-1,000.00	3,000.00	-1,000.00	100.00%		
50	PAINT STOPPING	0.00	0.00	LS	0.00	1.00	1.00	3,500.00	0.00	3,500.00	0.00	0.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00%	0.00	3,500.00	0.00	100.00%		
60	INSTALL CONCRETE WHEEL STOP	0.00	0.00	EA	0.00	10.00	40.00	75.00	0.00	1,425.00	0.00	0.00	0.00	40.00	0.00	40.00	0.00	0.00	0.00	1,425.00	0.00	1,425.00	210.00%	-1,576.00	3,000.00	-1,576.00	210.00%		
70	FURNISH & INSTALL CURB	0.00	0.00	CY	0.00	25.00	50.00	20.00	500.00	900.00	1,897.00	1,897.00	25.00	50.00	0.00	50.00	0.00	0.00	0.00	900.00	0.00	900.00	200.00%	-500.00	1,000.00	-500.00	200.00%		
	R & R Basecoat	0.00	0.00	SF	1,897.00	1,897.00	1,794.00	6.00	11,362.00	11,362.00	1,897.00	1,897.00	11,362.00	1,794.00	0.00	1,794.00	0.00	0.00	0.00	11,362.00	0.00	11,362.00	100.00%	0.00	11,362.00	0.00	100.00%		
	R & R CURB & GUTTER	0.00	0.00	LF	0.00	391.00	392.00	40.00	16,440.00	14,440.00	0.00	0.00	0.00	392.00	0.00	392.00	0.00	0.00	0.00	14,440.00	0.00	14,440.00	100.00%	0.00	14,440.00	0.00	100.00%		
	R & R DRIVEWAY APPROX	0.00	0.00	SF	0.00	290.00	902.00	0.00	2,616.00	2,616.00	0.00	0.00	0.00	902.00	0.00	902.00	0.00	0.00	0.00	2,616.00	0.00	2,616.00	100.00%	0.00	2,616.00	0.00	100.00%		
	R & R CURB ONLY	0.00	0.00	LF	0.00	45.00	90.00	25.00	1,125.00	1,125.00	0.00	0.00	0.00	90.00	0.00	90.00	0.00	0.00	0.00	1,125.00	0.00	1,125.00	100.00%	0.00	1,125.00	0.00	100.00%		
	R & R R/C	0.00	0.00	SF	0.00	502.00	502.00	10.00	76,308.50	77,115.00	502.00	502.00	76,308.50	502.00	0.00	502.00	0.00	0.00	0.00	77,115.00	0.00	77,115.00	100.00%	-10,509.50	722,144.50	-10,509.50	-1.46%		
	Original Contract Amt.																												
	Change Orders #1																												
	Change Orders #2																												

Contingency	0.00
Adjusted Contract Amt.	761,001.50
Billing # 6	30,000.00
5% Retention	0.00
Total Due minus Ret	30,000.00
Total Earned To Date	761,001.50
Retention Balance	30,000.00
Contract Balance	0.00
Payment Application #	6

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER

CHANGE ORDER #: CCO 001 Walnut Street Parking Lot

CITY PROJECT #: 688-ST

PROJECT TITLE: Citywide Sidewalk Improvement Project, Phase V and the Walnut Street Parking Lot Improvements, City Project No. 566-ST

PURCHASE ORDER #: 4701

CONTRACT #: 3446

CHANGE REQUESTED BY: City of South Gate

CONTRACTOR: CJ Concrete Construction, Inc.

DATE OF REPORT: 12/10/2018

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This Change Order is not effective until approved by the Engineer.**

	Cost	Working Days
Original contract amount	\$686,538.00	50
Previous Change Orders amount		
This Change Order amount	\$29,557.00	8
Total increase to contract (all change orders) to date	\$29,557.00	8
Revised total contract amount	\$716,095.00	58
Percentage of total increase (or decrease) to contract amount to date	4.31%	

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid Item Quantities									
Item #	Description	Contract Quantity	Previous Change Orders Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
4A	Remove and Reconstruct Concrete Sidewalk	46,626	0	1897.00	48523.00	SF	\$6.00	\$11,382.00	2
5A	Remove and Reconstruct Concrete Curb and Gutter	2,359	0	361.00	2720.00	LF	\$40.00	\$14,440.00	2
6A	Remove and Reconstruct Concrete Driveway Approach	3,233	0	290.00	3523.00	SF	\$9.00	\$2,610.00	2
7A	Remove and Reconstruct Concrete Curb Only	25	0	45.00	70.00	LF	\$25.00	\$1,125.00	2
	Total							\$29,557.00	

THE TOTAL AMOUNT OF THIS CHANGE ORDER IS: \$29,557

Approval Recommended by Frank Sanchez
Frank Sanchez P.E., Project Manager

Date: 12/10/18

Approval Recommended by _____
Clint Herrera, P.E., Assistant City Engineer

Date _____

Approved by _____
Arturo Cervantes, P.E., Director of Public Works / City Engineer

Date _____

Approved by _____
Jackie Acosta, Director of Administrative Services

Date _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by _____
Contractor's Representative

Date _____

Title _____

RECEIVED

Item No. 15

JAN 15 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:45pm

AGENDA BILL

For the Regular Meeting of: January 22, 2019
Originating Department: Office of the City Clerk

City Clerk: 
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 Special and Regular Meeting minutes of November 13, 2018; and
- b. Approve the Special and Regular Meeting minutes of November 27, 2018; and
- c. Approve the Special and Regular Meeting minutes of December 11, 2018; and
- d. Approve the Special Meeting minutes of January 10, 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
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 13, 2018**

CALL TO ORDER Mayor María Belén Bernal called a Special City Council meeting to order at 5:30 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor María Belén Bernal, Council Member Denise Diaz, Council Member Maria Davila and Council Member Al Rios; City Manager Michael Flad, City Attorney Raul Salinas

ABSENT Vice Mayor Jorge Morales, City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:32 p.m. and reconvened at 6:44 p.m. with four (4) 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. Jose Jesus Barragan v. City of South Gate

The City Council received a report from the City Attorney and upon completion of the report there was no reportable action taken.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

The City Council discussed this item in Closed Session. The City Manager presided over this discussion and the City Attorney was not involved in this item. At the conclusion of this report there was no reportable action.

3. CONFERENCE WITH LEGAL COUNSEL – THREATENED LITIGATION

Pursuant to Government Code Section 54956.9(b)(3)(D)&(E)

One (1) Potential Case

The City Council was apprised of this matter by the City Attorney's Office and City Staff. Upon completion of the discussion there was no reportable action taken.

SPECIAL CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

4. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Michael Flad, City Manager

Employee Organizations: SGPMA, SGPOA, SGPMMMA, SGMEA

During the discussion of this item the City Council had a conversation with the City Manager on the topic of the various employee organizations. There was guidance given but no vote was taken by the City Council.

ADJOURNMENT

Mayor Bernal unanimously motioned to adjourn the meeting at 6:47 p.m. and seconded by Council Member Davila.

PASSED and APPROVED this 22nd day of January, 2019.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 13, 2018**

CALL TO ORDER Mayor María Belén Bernal called a Regular City Council meeting to order at 6:49 p.m.

INVOCATION Reverend Sean Pica, Redeemer Lutheran Church

PLEDGE OF ALLEGIANCE Jimmy So, Equipment Mechanic

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor María Belén Bernal, Vice Mayor Jorge Morales, Council Member Denise Diaz, Council Member Maria Davila, and Council Member Al Rios; City Treasurer Greg Martinez, City Manager Michael Flad, City Attorney Raul Salinas

1
PROCLAMATION The City Council unanimously issued a Proclamation declaring Saturday, November 24, 2018, as Small Business Saturday.

2
PERSONNEL RECRUITMENT & SELECTION The City Council unanimously allowed staff to introduce the new and promotional full-time employees hired or promoted between July 1, 2018 and September 30, 2018, and one from the prior quarter that was missed last time.

3
COMMISSION FOR SOUTH GATE YOUTH The City Council unanimously appointed Yodit Glaze to the Commission for South Gate Youth by motion of Council Member Davila and seconded by Mayor Bernal.

4
BUSINESS LICENSE ADMIN The City Council unanimously conducted a Public Hearing, took public testimony, and continued this item to the regularly scheduled City Council meeting of November 27, 2018 by motion of Mayor Bernal and seconded by Council Member Davila.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

4 BUSINESS LICENSE ADMIN CONT'D

Joe Perez, Director of Community Development gave a brief presentation on this item.

Joe Bernal, 8915 Annetta Avenue stated that just a few days after the City Council Meeting there was a disturbance in the parking lot of the Hound Bar. They have also brought in food trucks on the residential streets. The owner has moved the food truck to the parking lot.

Daisy Rubio, 8916 Annetta Avenue spoke on the noise and altercations that are happening at the bar. She asked for clarification on what will be discussed at the November 27th meeting.

Mayor Bernal asked Mr. Perez to explain the process for the next meeting.

Mr. Perez stated that the issue that is being reviewed is specifically the Dance Hall Permit that was issued by the City Council with the provision that after six-months the permit would be reviewed.

COMMENTS FROM THE AUDIENCE

Tom Hall, 10505 St. James Avenue stated the City should be commended for hiring great employees. He stated being robbed in Downey several weeks ago and realized he didn't have a driver's license. He called the South Gate Police Department and spoke to a dispatcher. The dispatcher was very helpful and knowledgeable.

Mr. Hall stated people are speeding on St. James Avenue and is asking for something to be done.

Patricia Dueñas, Deeble Street stated that her street is being destroyed by utility workers and is wondering when the street will get the permanent concrete.

Martha Vargas, San Gabriel Avenue is concerned that San Gabriel is a one-way street and would like to start a petition to remove the one-way street.

Denise Campos, Public Affairs Manager for SoCal Gas for the City of South Gate provided an update on emission goals.

Mayor Bernal asked Ms. Campos to email the information.

Nick Godoy, 8611 San Gabriel Avenue stated that three meetings ago he requested a meeting with City Manager, Police Chief, Sgt. Brown and the Mayor. He is asking the Mayor to direct City Manager to schedule a meeting.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

COMMENTS FROM THE AUDIENCE

Mr. Godoy stated that many proclamations were issued today, but none for Veteran's Day.

Tony Reco thanked Council for everything they do.

City Clerk Avalos informed Council that a letter was submitted from Consuelo Godoy requesting it be read into the record as she was not able to be present tonight.

Honoring Veterans on a 100th Anniversary Celebration
11-11-11

On the 11th hour of the 11th day of the 11th month of 1918, a World War I ceasefire was declared between the Allies and Germany. Initially called Armistice Day, it is known today as Veterans Day and pays tribute to all American veterans, both living and deceased.

This Sunday – exactly 100 years following the ceasefire of what was to be “the war to end all wars” – presents a meaningful opportunity for each of us to remember and reflect. Many men and women have served and sacrificed. Thousands of you have loved ones – both family and friends – who are in the military or tragically, lost their lives in the name of protecting our precious freedom. And then we must also remember those who returned as wounded warriors.

Every Veterans Day brings inspirational parades and moving ceremonies. Yet it also offers time to pause and appreciate the depth and scope of what it means to step forward in uniform and answer the call without hesitation. It offers a heartfelt time to humbly say thank you.

This weekend, on this very special anniversary, let's remember to thank the countless brave men and women of our armed forces.

Consuelo A. Godoy

Mayor Bernal thanked City Clerk Avalos for reading the letter into the record.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Jackie Acosta, Director of Administrative Services had nothing to report.

Arturo Cervantes, Assistant City Manager/Director of Public Works had nothing to report.

Joe Perez, Director of Community Development had nothing to report.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

REPORTS AND COMMENTS

FROM CITY OFFICIALS

Paul Adams, Director of Parks & Recreation highlighted upcoming community events.

Randy Davis, Chief of Police had nothing to report.

Mike Flad, City Manager had nothing to report.

Gregory Martinez, City Treasurer had the pleasure working with the water crew as they were replacing the water meters.

Raul F. Salinas, City Attorney stated that two great community leaders passed away within the last week. The first one was Leo Estrada. Mr. Estrada was an urban planning professor and during the 1980's and 1990's he looked at statistics of our voting path and made sure that our first district was carved out which led to a legal fight which then led to a first Latina on the County Board of Supervisors, Gloria Molina being appointed.

The second person Antonio Gonzalez was also in the same field. Mr. Gonzalez was the leader of the Southwest Voter Registration Project.

Mayor Bernal thanked City Attorney Salinas for his comments and for their lives to opening the door for many Latinos to follow.

Carmen Avalos, City Clerk spoke about the November 6th election and the different ballots.

Mayor Bernal introduced Daniel Romo who is participating in the Mayor's Mentors Initiative.

Council Member Diaz urges everyone to check-in on your elderly neighbors. She had the opportunity last year, thanks to Mr. Adams and Human Services Association visited and delivered warm meals for two days to the elderly residents. She is asking Council to join on the project.

Council Member Diaz was asked to become a board member for the Southeast Community Development Corporation, Andy Carrasco from the gas company recruited her. This corporation tackles the digital divide that exist in the Southeast.

Council Member Diaz was part of River LA Stories. She thanked the Police Department for the Family Day at the Park event and Community Development & Staff for the branding of South Gate.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

REPORTS AND COMMENTS

FROM CITY OFFICIALS

Council Member Diaz was selected to participate in WELL (Water Education for Latino Leaders) as part of the water policy academy and starts in January.

Council Member Diaz was asked to be part of focus group with the California Endowment USC and California League. There was six councilmembers and spoke about issues and challenges that our communities face.

Council Member Diaz attended the Halloween contest for the second year and had a great time. She loves the work ethic, team building and encourages everyone to continue.

Council Member Rios attended the N.A.V.A.'s Pow Wow (Native American Veteran's Association), the pool dedication for Patricia Mitchell at the South Gate Park on Saturday, November 10th.

Council Member Rios attended an event at Legacy High School where three fields were dedicated and we will be able to use those fields when not in use by the school. The LA County had an event on work force development at the Girl's Clubhouse.

Council Member Rios stated that the National League of Cities had their event in LA. Unfortunately, he couldn't attend. He was able to attend a breakfast held by First 5 Los Angeles. This organization deals with pre-school kids.

Council Member Rios is a board member on the Metro Service Council for Gateway Cities and Metro is looking at re-routing its bus routes and rails.

Council Member Rios is a board member on the SELA Collaborative in the southeast which consist of eight cities and two unincorporated areas.

Council Member Davila attended the Patricia Mitchell pool dedication, Legacy High School fields' dedication and the Family Day at the Park event. She thanked City Staff for their hard work during the branding of South Gate. She had a great time during the Halloween event.

Council Member Davila attended the N.A.V.A.'s Pow Wow and thanked the veterans for our freedom.

Council Member Davila would like to receive information on ELAC's groundbreaking project and permit Council to have input regarding parking.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

REPORTS AND COMMENTS

FROM CITY OFFICIALS

Vice Mayor Morales was out of the country for 10 days, so missed a lot of great events. He was at his last class in Sacramento for USC this weekend. Once he turns in his twenty page paper, he'll be a graduate from USC.

Vice Mayor Morales invited his colleagues and staff to attend the next California Contract Cities board meeting on Wednesday, November 28th at Universal Studios. There will be a VIP tour from 5 to 6 p.m. followed by the reception at 6:00 p.m. His son turns 4-years old next week.

Mayor Bernal wished a happy birthday to Vice Mayor Morales' son. She also congratulated Vice Mayor Morales on his degree.

Mayor Bernal stated that during the Family Day at the Park discussion was had regarding South Gate branding. She also attended the N.A.V.A. event, but left early due to her uncle passing.

Mayor Bernal stated receiving emails from residents during the last election which caused confusion for new voters.

Mayor Bernal attended the County Sanitation Board meeting which they received an update on negotiations which is not yet resolved and the Independent Cities Association Board meeting and are planning their public safety seminar that will take place in January.

Mayor Bernal thanked City Staff for being responsive to her and the community.

CONSENT CALENDAR

Agenda Items 6, 7, 10, 11, 12, and 14 were unanimously approved by motion of Council Member Davila and seconded by Vice Mayor Morales. Items 5, 8, 9, and 13 were pulled for discussion.

5

ELECTION ADMIN

The City Council waived further reading in full and unanimously adopted Ordinance No. 2354 entitled – Ordinance of the City Council of the City of South Gate, California, changing its current general municipal election cycle from March 2019 to March 2020 and thereafter in even years to comply with Senate Bill 415, the California Voter Participation Rights Act, and to consolidate future general municipal elections with the statewide election cycle by motion of Mayor Bernal and seconded by Council Member Davila.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

6

MUNICIPAL CODE ADMIN The City Council unanimously adopted Resolution No. 7833 entitled – Resolution of the City Council of the City of South Gate, California, temporarily suspending the enforcement of issuing administrative citations to allow for limited alcohol beverage consumption during the Commission for South Gate Youth Pageant of the Trees fundraiser event at the South Gate Municipal Auditorium on Saturday, December 1, 2018, from 5:00 p.m. to 10:00 p.m. during consent calendar.

7

PERSONNEL ADMIN The City Council unanimously approved A and B during consent calendar.

- a. Eliminating one Community Service Officer position in the Police Department and add one Business License Inspector position in the Administrative Services Department; and
- b. Adopting Resolution No. 7834 entitled – Resolution of the City Council of the City of South Gate, California, amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to create the hourly position of Business License Inspector in the Administrative Services Department, to approve the corresponding job specification. and to update the appropriate salary pay table.

8

**COMMUNITY DEV/
HOUSING**

The City Council unanimously adopted Resolution No. 7835 entitled – Resolution of the City Council of the City of South Gate, California, declaring a shelter crisis exists in the City of South Gate pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code § 8698.2), and authorizing participation in the Homeless Emergency Aid Program through June 30, 2021 by motion of Council Member Davila and seconded by Vice Mayor Morales.

9

**PUBLIC TRANSPORTATION
SYSTEMS MGMT**

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

- a. Approving an Agreement (Contract No. 3483) with Kosmont Companies to provide predevelopment advisory services for the Gateway District, the area located in the vicinity of the future West Santa Ana Branch light rail station at Firestone Boulevard and Atlantic Avenue, in the amount not to exceed \$57,500; and

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

9

PUBLIC TRANSPORTATION SYSTEMS MGMT CONT'D

- b. Appropriating \$17,500 from the unassigned General Fund balance to account number 100-603-41-6101 (Professional Services) to fund the unbudgeted amount for this Agreement; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

10

DATA PROCESSING SERVICES

The City Council unanimously approved A and B during consent calendar.

- a. Approving Amendment No. 1 to Contract No. 3035 with Icon Enterprises, Inc., D/B/A CivicPlus, extending consulting services for the City's website through August 26, 2019, in an amount not-to-exceed \$18,420; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

11

WATER

The City Council unanimously approved A, B, C, D, and E during consent calendar.

- a. Approving an Agreement (Contract No. 3484) with General Pump Company, Inc., for the Rehabilitation of Well No. 18, City Project No. 592-WTR (Project), in an amount not-to-exceed \$288,225;
- b. Approving carrying over \$300,000 in Water Funds from the Fiscal Year 2017/18 Budget to Fiscal Year 2018/19 Budget, Account No. 411-731-71-9567 (Water Fund - Operations - Rehab of Well No. 18) as necessary to fund construction of the Project;
- c. Appropriating \$70,000 from the unassigned Water Fund balance to Account No. 411-731-71- 9567 (Water Fund - Operations - Rehab of Well No. 18) to fully fund this Project;
- d. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- e. Approving the Notice of Exemption for this Project, and direct the City Clerk to file it with the Los Angeles County Recorder's Office.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

12

CITY FACILITIES MGMT

The City Council unanimously approved A, B, and C during consent calendar.

- a. Appropriating \$40,000 from Proposition A Maintenance and Servicing Grant Funds to Account No. 100-471-61-9100 (General Fund - Leased Facilities - Facility Improvements) to fund construction of the Hollydale Resource Center Electrical Upgrades Project (Project); and
- b. Appropriating \$5,000 from the unassigned fund balance of the Building and Infrastructure Maintenance Fund to Account No. 524-471-61-7999 (BIM - Leased Facilities - Transfers Out) to provide additional funding for the construction of the Project; and
- c. Approving the transfer of \$5,000 from the Building and Infrastructure Maintenance Fund, Account No. 524-471-61-7999 (BIM - Leased Facilities - Transfers Out) to the project account in the General Fund, Account No. 100-471-61-9100 (General Fund - Leased Facilities - Facility Improvements).

13

SURPLUS PERSONAL PROPERTY MGMT

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

- a. Declaring the items on the attached lists as surplus property; and
- b. Authorizing U.S. Auction Services to sell these surplus items at auction.

14

MINUTES

The City Council unanimously approved the Special and Regular Meeting minutes of October 9, 2018 during consent calendar.

15

COMMUNITY PROMOTION

The City Council considered:

- a. Directing staff to solicit nominations, select the honorees and provide an appropriate recognition ceremony for the Azalea Queen and Grand Marshal as part of the annual Azalea Festival;
- b. Directing staff to work with past honorees and local volunteer organizations to update the Azalea Queen and Grand Marshal recognition program to meet current community interests as approved by the Parks & Recreation Commission; and

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

15 COMMUNITY PROMOTION CONT'D

- c. Authorizing staff to cancel the Azalea Queen and Grand Marshal recognition program when a minimum of six nominations are not received by the published nomination deadline.

The City Council will form an Adhoc Subcommittee that will include Mayor Bernal and Council Member Davila. They will meet with staff and report back to City Council with recommendations.

16 PARKS

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

- a. Approving an Agreement (Contract No. 3485) with David Volz Design for design and construction documents for the Circle Park Renovation Project (Project) in the amount of \$321,231;
- b. Appropriating \$375,000 from the unassigned fund balance of the General Fund to Account Number 311-790-61-9217 (Capital Improvement Project);
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- d. Authorizing the Director of Parks & Recreation to approve related services, change orders, required surveys and studies, contingency and reproduction expenses with the remainder of the budgeted amount of \$53,769 for this Project; and
- e. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this Project.

17 COMMUNICATIONS MEDIA/SYSTEMS

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

- a. Approving Lease Financing Agreement (Contract No. 3486) with Bearcomm Inc., for the purchase of 75 Motorola APX 8000 All Band Portable Model, dual-band radios for the South Gate Police Department in the amount of \$459,834, for a three year term; and
- b. Authorizing the Mayor to execute the Lease Financing Agreement in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018

18

BUDGET ADMIN

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

- a. Receiving and filing the Citywide Work Program for Fiscal Year 2017/18; and
- b. Adopting and approving the Citywide Work Program for Fiscal Year 2018/19.

19

**WARRANTS AND
CANCELLATIONS**

The City Council unanimously approved the Warrants and Cancellations for November 13, 2018, by motion of Council Auditor Davila and seconded by Mayor Bernal.

Total of Checks:	\$3,671,457.75
Voids:	(\$ 905.95)
Total Payroll Deductions:	<u>\$ 645,185.29</u>
Grand Total:	\$3,025,366.51

Cancellations: 79945

ADJOURNMENT

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

PASSED and APPROVED this 22nd day of January, 2019.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 27, 2018**

CALL TO ORDER Mayor María Belén Bernal called a Regular City Council meeting to order at 5:30 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor María Belén Bernal, Vice Mayor Jorge Morales, Council Member Denise Diaz, Council Member Maria Davila and Council Member Al Rios; Art Cervantes, Assistant City Manager, City Attorney Raul Salinas

ABSENT Michael Flad, City Manager and City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:32 p.m. and reconvened at 6:35 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)

a. Jose Jesus Barragan v. City of South Gate

The City Council received a report regarding this case from the City Attorney. Upon completion of the report there was no reportable action taken.

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

One (1) - Potential Case

The City Council met with an outside attorney in connection with this case and received a brief presentation by staff. Upon completion of this presentation there was no reportable action taken.

3. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Michael Flad City Manager

Employee Organizations: SGPMMA, SGMEA

This item was continued to the next City Council Meeting.

SPECIAL CITY COUNCIL MEETING MINUTES OF NOVEMBER 27, 2018

ADJOURNMENT

Mayor Bernal unanimously motioned to adjourn the meeting at 6:37 p.m. and seconded by Council Member Davila.

PASSED and **APPROVED** this 22nd day of January, 2019.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 27, 2018**

- CALL TO ORDER** Mayor Bernal called a Regular City Council meeting to order at 6:37 p.m.
- INVOCATION** Father Eduardo Bresciani, Saint Margaret's Church
- PLEDGE OF ALLEGIANCE** Daniel Romo, Legacy High School Student
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor María Belén Bernal, Vice Mayor Jorge Morales, Council Member Denise Diaz, Council Member Maria Davila, and Council Member Al Rios; City Treasurer Greg Martinez, Assistant City Manager/Director of Public Works Art Cervantes, City Attorney Raul Salinas
- LATE** Greg Martinez, City Treasurer arrived at the dais at 7:05 p.m.
- ABSENT** Michael Flad, City Manager
- 1**
PRESENTATIONS The City Council issued a Certificate of Appreciation to Daniel Romo for participating in Mayor Bernal's South Gate Mentors Initiative during the month of November.
- 2**
TITLE 11 The City Council unanimously approved A and B by motion of Mayor Bernal and seconded by Council Member Davila.
- a. Waived the reading in full and introducing Ordinance No. 2355 entitled – Ordinance of the City Council of the City of South Gate, California amending Table 11.51-1 (Application and Review Authority), Figure 11.51-1 (Administrative Permit Process), Figure 11.51-2 (Discretionary Permit Process A), Figure 11.5 1-3 (Discretionary Permit Process B), and adding Figure 11.51-4 (Discretionary Permit Process C), to Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code to adopt a revised administrative and discretionary review process and revised thresholds for potential development projects citywide; and
 - b. Received and filed a proposed handout summarizing the Development Review Process (Design Review Flow Chart).

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 27, 2018

3

TITLE 11

The City Council unanimously waived the reading in full and introduced Ordinance No. 2356 entitled Ordinance of the City Council of the City of South Gate, California amending Subsection A. 2. iii. (Method of Notice), of Section 11.50.020 (Public Hearing Notification), of Chapter 11.50 (Administration), of Title 11 (Zoning), of the South Gate Municipal Code to increase minimum radius distance requirements for public hearing notices from 300 feet to 1,000 feet. approved by motion of Mayor Bernal and seconded by Council Member Davila

4

TITLE 2

The City Council unanimously waived the reading in full and introduced Ordinance No. 2357 entitled - Ordinance of the City Council of the City of South Gate, California amending certain Sections and Chapters of the South Gate Municipal Code pertaining to a Sidewalk Vending Program in compliance with Senate Bill 946 (Lara) by motion of Council Member Davila and seconded by Mayor Bernal.

5

BUSINESS LICENSE

The City Council unanimously accepted the relinquishment of a Dance Hall Public - Business Owned Permit for the Hound Bar located at 4626 Firestone Boulevard, as submitted by the owner of the Hound Bar by motion of Mayor Bernal and seconded by Council Member Rios.

6

POLICE DEPT

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

- a. Authorized utilization of the 2018 Traffic Enforcement Program Grant Funds from the California Office of Traffic Safety (OTS) for Police Department personnel overtime, training and equipment;
- b. Ratified the Grant Agreement (Contract No. 3488) Grant Number PTI9116, with the State of California Office of Traffic Safety for utilization of these grant funds;
- c. Authorized the Mayor to execute the Grant Agreement in a form acceptable to the City Attorney;
- d. Increased the Fiscal Year 2018/19 revenue projection in the OTS Grant Fund, Account No. 231-4624 by \$130,000; and
- e. Appropriated \$130,000 to the Fiscal Year 2018/19 OTS Grand Fund budget as follows: \$120,567 in Account No. 231-556-21-5111, \$5,698 in Account No. 231-556-21-6204 and \$3,735 in Account No. 231-556-21-6340.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 27, 2018

COMMENTS FROM THE AUDIENCE

Resident, 5055 St. James Avenue wanted to thank Mr. Perez regarding a fall on a raised sidewalk. He also stated that he doesn't understand mandates on the housing, homeless and vendors. He doesn't understand why the City Council cannot say no to the Governor.

John Montalvo, 9815 Virginia Avenue asked, what is the formula for market rate housing in South Gate, and what is the City's definition for a strong and sustainable neighborhood. He also asked what is the testing protocol for contaminated water with the River Project and the protocol that would be used for a flash flood or contamination spill. He could not believe that this City Council did not recognize the Veterans on Veterans Day.

Virginia Johnson, 5751 McKinley Avenue doesn't understand why the WAVE Newspapers are always late delivering to the libraries. She also spoke about a Downey Town Hall meeting that discussed the American Legion Project.

Adolfo Varas, 3375 Wisconsin Avenue is very excited about the WRD program "WET" which is a water education program for teachers. He is sad that the American Legion is gone but at the end of day we do have homeless issues and I see a City that is telling Veterans they have to leave. He feels that the City of South Gate didn't do enough. He is also hosting a Christmas Toy Drive at the American Legion Hall on California Avenue.

Nick Godoy, 8611 San Miguel Avenue stated that it still bothers him that there was a comment made about real men wear pink. During his time wearing pink meant being unmanly and as a member of a military family he takes offense by this statement.

Myra Garcia, 2828 Ardmore Avenue spoke on the various problems on Ardmore Avenue, including graffiti, trash, parking, problems with the neighbors, the maintenance of the railroad area, and lack of law enforcement.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Joe Perez, Director of Community Development stated that there will be a community meeting December 19th to provide the community with an update on the former American Legion site.

Paul Adams, Director of Parks and Recreation said that the Holiday Tree Lighting is this Thursday.

Darren Arakawa, South Gate Police Captain said that the Santa Cop will be on December 7th and 8th and the Police Navidad will be December 13th.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 27, 2018

REPORTS AND COMMENTS FROM CITY OFFICIALS CONTINUED

Greg Martinez, City Treasurer said that there will be filming an episode of SWAT at his work this week and also a Dodge Commercial was filmed there. Also, Tweedy Mile will be hosting a posada on December 6th and on December 16th there will be Christmas on the Boulevard toy give away.

Carmen Avalos, City Clerk said that there will be a notice sent out next week to all the voters informing them of the election date change and she updated everyone on election changes coming forward.

Mayor Bernal introduced Daniel Romo from Legacy High School who is her first participate in her mentorship program.

Council Member Diaz urged everyone that especially during the holidays to check up on your elderly neighbors. Last year she had the opportunity to deliver hot food to seniors and wants to be involved again this year.

She was asked to become a board member to the South East Community Development Corporation. This year we plan to have a podcast studio so the youth can share their stories. We had our retreat two weeks ago where we brainstormed how to tackle that digital divide that exists in the South East.

Council Member Diaz also was a part of the River LA – River Stories. She thanked the Police Department for the Family Day in the Park and the Community Development for the work on the Cities branding project. She attended the Halloween Contest at City Hall and loves the work ethic and team building that our employees show.

Council Member Rios attended the Pow Wow for Native American Veterans. We also had a pool dedication to honor Patricia Mitchell, South Gate Employee that has passed away and a dedication ceremony for Legacy High School baseball fields. He attended a breakfast held by LA First Five that assist children before they start kindergarten. He is also on the Metro Committee for Gateway Cities, which is looking at rerouting the buses and rails in Los Angeles County.

Council Member Davila she attended many of the same events as her colleagues attended. She said that the pool dedication was a very emotional day and Family Day in the Park was an amazing event. She thanked staff for the work on the branding of the City. Halloween is a great event and to see all departments participate and come together is a lot of fun. NAVA was this week and it has grown so much. They come to celebrate the veterans and for them to choose South Gate to celebrate is a great honor. She requested that as Council we have input for the parking near the East Los Angeles College.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 27, 2018

REPORTS AND COMMENTS FROM CITY OFFICIALS CONTINUED

Vice Mayor Morales was out of the country for the past 10 days and missed a lot of great events. He invited his Council colleagues and staff to attend the next California Contract Cities board meeting on Wednesday, November 28th being held at Universal Studios.

Mayor Bernal attended Family Day in the Park and thanked staff for their work and also attended the NAVA event in South Gate Park. She stated that she received some emails requesting that large events are not held when it is Election Day. It made the process confusing for residents that were there to vote. She also received comments that some of the voting machines were not working. She asked the City Clerk to confirm with the county and find out how many machines were in the City and how many were not working so we can prepare for 2020. She attended the County Sanitation meeting which she received an update on negotiations and the ICA Independent Cities Association Board Meeting which they are planning their Public Safety Seminar that will take place in January.

CONSENT CALENDAR

Agenda Items 7, 8, 9, 10, 11, and 14 were unanimously approved by motion of Mayor Bernal and seconded by Council Member Davila. Items 12 and 13 were pulled for separate discussion.

7

SEWER

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

- a. Approved Amendment No. 1 to Contract No. 3314 with Kennedy/Jenks Consultants extending the term of the contract through June 30, 2019, to complete the Water, Sewer and Recycled Water Master Plans, City Project No. 510-WTR, at no additional cost; and
- b. Authorized the Mayor to execute Amendment No.1 in a form acceptable to the City Attorney.

8

LEGAL SERVICES

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

- a. Approved Amendment No. 1 to Contract No. 3379 with Telecom Law Firm, P.C., extending specialized legal services on wireless and wired telecommunication law through October 10, 2019; and
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 27, 2018

9

SEWER

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

- a. Approved an Agreement (Contract No. 3489) with Hadronex, Inc., DBA SmartCover Systems Inc., for maintenance and operation of the SmartCover System, for a three-year term and total amount not to-exceed \$106,920; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

10

POLICE

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

- a. Approved Purchase Order with Pulsiam for the renewal of the software maintenance and support services for the Police Department's Computer Aided Dispatch and Records Management Systems for Fiscal Year 2018/19; and
- b. Authorized the City's Purchasing Division staff to issue a Purchase Order in the amount of \$102,925.90, for this purchase.

11

BUDGET ADMIN

The City Council unanimously approved the carryover of open purchase orders and unspent budget appropriations from Fiscal Year 2017/18 to Fiscal Year 2018/19 to the account numbers detailed in Exhibit A to pay for purchase orders, projects and ongoing capital improvement projects that were not completed as of June 30, 2018 during consent calendar.

12

POLITICAL SUPPORT

The City Council unanimously authorized the Mayor to execute a letter to the Los Angeles County Metro Board of Directors stating the City Council's support for the exploration of a West Santa Ana Branch transit station at the confluence of the LA River and Rio Rondo Channel in the City of South Gate by motion of Mayor Bernal and seconded by Council Member Rios.

13

MINUTES

The City Council approved the Regular Meeting minutes of October 23, 2018 by motion of Council Member Davila and seconded by Council Member Rios.

ROLL CALL: Mayor Bernal, abstain; Vice Mayor Morales, yes; Council Member Rios, yes; Council Member Davila, yes; Council Member Diaz, abstain.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 27, 2018

**14
COMMUNITY
PROMOTION**

The City Council unanimously received and filed report on the Azalea Queen and Grand Marshal Recognition program recommendations by the Subcommittee during consent calendar.

**15
PRESENTATION**

The City Council unanimously received and filed a presentation from the Water Replenishment District on their regional Groundwater Contamination Prevention Program by motion of Council Member Davila and seconded by Mayor Bernal.

**16
WARRANTS AND
CANCELLATIONS**

The City Council unanimously approved the Warrants and Cancellations for November 27, 2018 by motion of Council Auditor Davila and seconded by Mayor Bernal.

Total of Checks:	\$1,843,040.07
Voids:	(\$ 0.00)
Total Payroll Deductions:	<u>\$ 230,396.48</u>
Grand Total:	\$1,612,643.59

ADJOURNMENT

Mayor Bernal unanimously adjourned the meeting at 9:42 p.m. seconded by Council Member Davila.

PASSED and APPROVED this 22nd day of January, 2019.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, DECEMBER 11, 2018**

CALL TO ORDER Mayor María Belén Bernal called a Special City Council meeting to order at 5:35 p.m.

ROLL CALL Sonia Guerrero, Recording Secretary

PRESENT Mayor María Belén Bernal, Council Member Denise Diaz, Council Member Maria Davila and Council Member Al Rios; City Manager Michael Flad, City Attorney Raul Salinas

ABSENT Vice Mayor Jorge Morales and Carmen Avalos, City Clerk

LATE City Treasurer Greg Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:37 p.m. and reconvened at 6:51 p.m. with four (4) 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. Erich Hellebrandt v. City of South Gate
 - b. J.H., a minor, by and through his Guardian ad Litem, Elitania Pulido v. City of South Gate, et al.

Item 1a is a Tort Claim involving an alleged fall by a local resident upon receiving a report from the staff and the City Attorney the City Council authorized the denial of the claim by motion of Council Member Davila and seconded by Council Member Diaz. Vice Mayor Morales was absent.

Item 1b is a matter of pending litigation, there is a civil action filed against this case and the matter was subject of a presentation by the City Attorney and City Staff. The City Council discussed a potential resolution of settlement of this litigation and the City Council took action to conditionally approve a proposed settlement of that matter by motion of Mayor Bernal and seconded by Council Member Davila. The amount of the Settlement is not being disclosed at this time, as it is still the subject of ongoing negotiations. Vice Mayor Morales was absent.

SPECIAL CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

For Item 2 the City Attorney did not participate in this matter due to a potential conflict of interest. The City did have a conference with outside counsel and Michael Flad. City Manager reported that there was no reportable action as a result of that discussion.

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Representation: Michael Flad. City Manager

Unrepresented Employees: Top Management/Department Directors
Hourly Employees

Employee Organizations: SGPMMA. SGMEA

Item 3 was not discussed in Closed Session.

ADJOURNMENT

Mayor Bernal motioned to adjourn the meeting at 6:54 p.m. and seconded by Council Member Davila.

PASSED and APPROVED this 22nd day of January, 2019.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, DECEMBER 11, 2018**

CALL TO ORDER Mayor María Belén Bernal called a Regular City Council meeting to order at 6:30 p.m.

INVOCATION Pastor Anthony Kidd, of Community of Faith Bible Church

PLEDGE OF ALLEGIANCE Michael Flad, City Manager

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor María Belén Bernal, Vice Mayor Jorge Morales, Council Member Denise Diaz, Council Member Maria Davila, and Council Member Al Rios; City Treasurer Greg Martinez, Assistant City Manager Michael Flad, City Attorney Raul Salinas

ABSENT Vice Mayor Jorge Morales

LATE Carmen Avalos arrived at the dais at 7:50 p.m.

**I
TITLE 2**

The City Council conducted a Public Hearing and approved A and B by motion of Council Member Davila and seconded by Mayor Bernal. All four members of the City Council present voted in the affirmative and no one abstained from the vote. Vice Mayor Morales was absent.

- a. Determined that the Interim Urgency Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it has no likelihood of causing a significant effect on the environment; and
- b. Waived the reading in full and adopted Interim Urgency Ordinance No. 2358 entitled – Ordinance of the City Council of the City of South Gate, California, amending certain sections and chapters of the South Gate Municipal Code pertaining to a sidewalk vending program in compliance with Senate Bill 946 (Lara).

Joe Perez, Director of Community Development gave a brief presentation on this item.

Mayor Bernal opened the Public Hearing and asked if anyone would like to speak on this item.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

1 TITLE 2 CONT'D

Owner of Freddy's Market, 3433 Tweedy Boulevard understands that this regulation is required by the State but he is concerned about the competition that this will bring his business. He is also concerned about the enforcement of the business license.

Virginia Johnson, 5751 McKinley Avenue stated that she wishes that the State would stop mandating laws that the City have no control over. This is really going to hurt local businesses.

Greg Martinez, 2603 Ohio Avenue is also concerned about the small businesses.

Mayor Bernal asked about the implementation of this program will progress.

Mr. Perez stated that this will be an ongoing process as we see how the vendors will respond to the program. There is nothing to stop us in the future to make changes as the program continues.

Mayor Bernal asked if we are prohibiting vendors from going on large streets then do we anticipate them going on residential streets.

Mr. Perez stated that in exclusively residentially zoned areas mobile carts are allowed. Stationary carts are prohibited in exclusively residential areas.

Council Member Davila is concerned about how this program will affect the safety of the children and believes that this is a bad idea.

2 CITY SEAL

The City Council opened the public hearing, took public testimony concerning the proposed Ordinance amending certain Sections of the South Gate Municipal Code regarding use of the City Seal, and was continued to the regularly scheduled City Council meeting of January 22, 2019.

3 CITY FEES

The City Council conducted a Public Hearing and adopted Resolution No. 7838 entitled – Resolution of the City Council of the City of South Gate, California, amending Resolution No. 7668 (Schedule of Fees), to establish new business license and permit fees for Sidewalk Vending Businesses for Fiscal Year 2018/19 by motion of Council Member Davila and seconded by Mayor Bernal.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

3

CITY FEES

Mayor Bernal opened the Public Hearing and asked if anyone would like to speak on this item. Seeing no one come forward Mayor Bernal closed the Public Hearing.

Mayor Bernal asked about the Christmas Parade and the street vendors that were at the event.

Randy Davis, Chief of Police responded that there were citations issued and will provide a report to Council.

Mike Flad, City Manager stated that both he and Mr. Perez walked the parade route and that the City's Code Enforcement Officers were making the vendors aware of the new permit process.

Council Member Rios asked if when the fees were decided on did we compare with other Cities.

Mr. Flad responded that we did an internal study to attempt to access how much staff time would be spent to issue the permit and to follow up on the enforcement of that permit. That will be refined during the next budget process.

Council Member Diaz asked what the cost of the citation will be for the vendor.

Mr. Perez responded that if the vendor is operating without a permit the fine is \$250.00 for the first violation, \$500.00 for the second violation and \$1,000.00 for the third violation. If they are violating a regulation it ranges from \$100.00 for the first violation, \$200.00 for the second violation and \$300.00 for the third violation. This is part of the state mandate.

Greg Martinez, City Treasurer asked how the boundaries will be enforced for the Tweedy Mile Street Fair.

Mr. Perez stated that this is not defined in the ordinance however we would be looking at the commercial edge of Tweedy Boulevard.

4

TITLE II

The City Council conducted a Public Hearing to consider adopting Resolution No. 7839 entitled – Resolution of the City Council of the City of South Gate, California, approving Lot Merger 2018-01 at 5949 and 5951 Firestone Boulevard for development of a three-story public storage facility with offices and associated parking by motion of Mayor Bernal and seconded by Council Member Rios. Vice Mayor Morales was absent.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

4

TITLE 11

Joe Perez, Director of Community Development gave a brief report on this item.

Mayor Bernal opened the Public Hearing and asked if anyone would like to speak on this item. Seeing no one come forward Mayor Bernal closed the Public Hearing.

Mayor Bernal asked if the owner has met all the environmental requirements.

Mr. Perez responded that they did and that they qualify for an exemption because it is a minor land division. In addition the Public Works Department has reviewed the map to make sure that it meets City standards, which it does. The Planning Commission has also reviewed this item and is recommending the merger.

Mayor Bernal asked if there were any safety concerns.

Mr. Perez responded that they looked at this but didn't find any concerns.

COMMENTS FROM THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue wished everyone a Merry Christmas and a Happy New Year.

Art Alvarez, 5305 Aldrich Road is concerned about the abandoned building behind his house at 10130 Adella Avenue. Over the last 6 months he has had concerns with Edison maintaining the alley and now there are several transients living in the building.

Maria Delgado, 5301 Aldrich Road is also concerned with the property at 10130 Adella Avenue.

Randy Davis, Chief of Police stated the both he and Mr. Perez will reach out to the property owner and will have officers monitor this area until development begins.

Renee Montoya, 10211 California Avenue is concerned about the multiple car accidents that happen in this area.

Melvin Rivera, 5282 Aldrich Road is concerned with the property at 10130 Adella Avenue and he said that there are also cars that are speeding through that alley.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

REPORTS AND COMMENTS

FROM CITY OFFICIALS

Joe Perez, Community Development Director reminded everyone that on December 15th at 6:00 p.m. there will be a community meeting to talk about the former American Legion Site at the South Gate Park Auditorium.

Randy Davis, Chief of Police reminded everyone that the Police Management Association has their annual Police Navidad toy giveaway in front of City Hall this Thursday at 6:00 p.m.

Jackie Acosta, Administrative Services Director reminded everyone that also this Thursday at 5:00 p.m. will be the annual Holiday Social.

Greg Martinez, City Treasurer wished everyone a Merry Christmas and a safe Happy New Year. He also stated that there will be a toy giveaway on San Gabriel Avenue and Tweedy Boulevard from 2 p.m. to 5 p.m. this Sunday sponsored by the Tweedy Mile.

Council Member Diaz congratulated the Chamber of Commerce for a successful Christmas Parade. She attended a ride along with HSA for their meal on wheels program. She feels that we need more support for the Senior Citizens of our community. She spoke on the safety near the riverbed and the different homeless encampment near that area. She used to run in this area but feels that it is no longer safe in this part of the City.

Council Member Rios congratulated the Police Department and the Chamber of Commerce for hosting great Christmas events with the Pageant of the Trees and the parade.

Council Member Davila also congratulated the Chamber of Commerce for such a great Christmas Parade. The Santa Cop is a great program and it was her honor to help. She agrees with Council Member Diaz and there is a need to help our Senior Citizens. We need to address the problem at 10130 Adella Avenue for the safety of the community. She also wished everyone a Merry Christmas.

Mayor Bernal stated that this year brought an appreciation to what it means to be Mayor. There is so much responsibility that goes with the title. There are so many others that don't have and there is so much that we can give. She is working with Montera Elementary School to bring a special event to the community in January.

Mayor Bernal attended the County Sanitation meeting. The Calabasas Landfill was affected by the fires but was able to open five day after the fires. She is learning a lot about refuse and wants to look into green waste programs and how we are going to meet the state mandates.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

COMMENTS FROM THE AUDIENCE CONT

Mayor Bernal also served lunch to the seniors at the Senior Center in South Gate Park. She brought her father with her and feels that it would be good if we could figure out a program that would encourage our youth to work with our seniors to teach them about technology. She wished everyone a Merry Christmas and Happy 2019.

Carmen Avalos, City Clerk was able to swear in the new City Clerk of Hawthorne. During the past couple of weeks there have been a lot of new elected officials coming into office. A letter went out from the Register Recorder's Office stipulating our request to have our elections consolidated, it has been accepted and our next election will officially be March of 2020. South Gate is a community that you always have friends and thanked the residents for putting their trust in us as elected officials. She invited everyone to the swearing in of the Cerritos College Board on December 12th and wished everyone a Merry Christmas.

CONSENT CALENDAR

Agenda Items 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 were approved by motion of Mayor Bernal and seconded by Council Member Davila. Item 5 was pulled for discussion.

5 TITLE 11

The City Council waived the reading in full and adopted Ordinance No. 2355 entitled – Ordinance of the City Council of the City of South Gate, California, amending Table 11.51-1 (Application and Review Authority), Figure 11.51-1 (Administrative Permit Process), Figure 11.51-2 (Discretionary Permit Process A), Figure 11.51-3 (Discretionary Permit Process B), and adding Figure 11.51-4 (Discretionary Permit Process C), to Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code by motion of Mayor Bernal and seconded by Council Member Davila.

6 TITLE 11

The City Council waived the reading and adopted Ordinance No. 2356 entitled – Ordinance of the City Council of the City of South Gate, California, amending Subsection A. 2. iii. (Method of Notice), of Section 11.50.020 (Public Hearing Notification), of Chapter 11.50 (Administration), of Title 11 (Zoning), of the South Gate Municipal Code to increase minimum radius distance requirements for public hearing notices from 300 feet to 1,000 feet during consent calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

7

TITLE 2

The City Council waived further reading and adopted Ordinance No. 2357 entitled – Ordinance of the City Council of the City of South Gate, California, amending certain Sections and Chapters of the South Gate Municipal Code pertaining to a Sidewalk Vending Program in compliance with Senate Bill 946 (Lara) during consent calendar.

8

ENERGY

The City Council adopted Resolution No. 7840 entitled – Resolution of the City Council of the City of South Gate, California, declaring support for, and authorizing participation in, an energy partnership with Southern California Edison and the Southern California Gas Company, to be known as “Energy Partnership” to qualify the City for monetary and other incentives, from December 11, 2018 through December 11, 2023 during consent calendar.

9

PARKS FACILITIES

The City Council approved A, B and C during consent calendar.

- a. Adopted Resolution No. 7841 entitled – Resolution of the City Council of the City of South Gate, California, dedicating an existing bench in the Mascaro Rose Garden at South Gate Park to Ellen Mascaro;
- b. Accepted a donation of up to \$1,000 from Ellen’s family to be deposited into Account Number 100-4904 (General Fund-Donations); and
- c. Appropriated the amount donated to Account Number 100-401-61-6202 (General Fund-Parks & Recreation-Special Department Supplies) to cover the costs of purchasing and installing a dedication plaque.

10

SALARY

The City Council adopted Resolution No. 7842 entitled – Resolution of the City Council of the City of South Gate, California, amending the Hourly Pay Table to conform to the minimum wage law effective January 1, 2019 during consent calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

11

ADMIN SERVICES

The City Council approved A, B, and C during consent calendar.

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

12

METRO

The City Council approved A and B during the consent calendar.

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

13

GRANT DEED

The City Council approved A and B during consent calendar.

- a. Accepted the Grant Deed from SeLA, LLC, doing business as KIPP Corazón Academy, to secure title to a two-foot strip of land along the eastern edge of the property located at 9325 Long Beach Boulevard for street purposes, at no cost to the City; and
- b. Authorized the Mayor to execute the Certificate of Acceptance in a form acceptable to the City Attorney.

14

COUNCIL MTG

The City Council cancelled the regularly scheduled City Council meeting of Tuesday, December 25, 2018, in observation of City Hall closure for the holiday break during consent calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

15

WARRANTS

The City Council authorized the City Council Auditor to review and approve the second warrant register in December 2018 during consent calendar.

16

CITY COUNCIL

The City Council considered approving City Council Goals for Fiscal Year 2018/19.

This item was continued to the City Council Meeting of January 22, 2019.

17

PERSONNEL

The City Council approved Item A and C by motion of Mayor Bernal and seconded by Council Member Davila.

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

REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 11, 2018

18

WARRANTS

The City Council approved the Warrants and Cancellations for December 11, 2018 by motion of Council Auditor Davila and seconded by Mayor Bernal.

Total of Checks:	\$1,558,570.57
VOIDS:	(\$ 3,279.00)
Total Payroll Deductions:	<u>\$ 375,338.90</u>
Grand Total:	\$1,179,952.67

Cancellations: 80224, 80404

ADJOURNMENT

Mayor Bernal adjourned the meeting in memory of Nathan Mora at 8:36 p.m. seconded by Council Member Davila.

PASSED and APPROVED this 22nd day of January, 2019.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
THURSDAY, JANUARY 10, 2019**

CALL TO ORDER Mayor María Belén Bernal called a Special City Council meeting to order at 4:30 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor María Belén Bernal, Vice Mayor Jorge Morales Council Member Maria Davila, Council Member Al Rios; City Manager Michael Flad, City Attorney Raul Salinas

ABSENT Council Member Denise Diaz, City Treasurer Greg Martinez

1
WARRANTS The City Council approved A and B by motion of Council Auditor Davila and seconded by Council Member Davila by motion of Council Auditor Davila and seconded by Vice Mayor Morales:

- a. Ratifying the Warrants for December 19, 2018; and
- b. Approving the Warrants and Cancellations for January 8, 2019.

Total of Checks:	\$6,185,710.05
Voids:	(\$ 3,184.84)
Total Payroll Deductions:	<u>\$ 685,087.21</u>
Grand Total:	\$5,497,438.00

Cancellations: 80515, 80521, 80585, 78179, 78804, 80019

ADJOURNMENT Mayor Bernal adjourned the meeting at 4:34 p.m. seconded by Council Member Davila.

PASSED and APPROVED this 22nd day of January, 2019.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

RECEIVED

Item No. 16

JAN 9 - 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:25am

AGENDA BILL

For the Regular Meeting of: January 22, 2019

Originating Department: Administration

City Manager: 
Michael Flad

City Manager: 
Michael Flad

SUBJECT: GOAL SETTING FOR FISCAL YEAR 2018/19

PURPOSE: To formally approve the City Council Goals for Fiscal Year 2018/19.

RECOMMENDED ACTION: Approve City Council Goals for Fiscal Year 2018/19.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: During the regularly scheduled City Council meeting of July 10, 2018, the City Council discussed in detail the City Council expectations of staff, how the City Council works together, and the City Council Goals for Fiscal Year 2018/19; however no action was taken. This item was continued from the regularly scheduled City Council meeting of December 11, 2018, and is before the City Council to formally approve the City Council Goals for Fiscal Year 2018/19 as listed below:

City Council Goals for Fiscal Year 2018/19

1. Improve communications and civic engagement.
 - *Emphasis on expanding electronic media and digital access.*
 - *Emphasis on improving dialogue and relationships with community partners.*
 - *Emphasis on improving internal communication.*

2. Continue refining the five-year budget forecast, adopting a responsible budget and funding reserves.
 - *Emphasis on improving internal processes.*

3. Encourage economic development and workforce development.
 - *Emphasis on developing former Courthouse building into a workforce development center.*
 - *Emphasis on creating programs to improve youth job readiness.*
 - *Emphasis on creating an economic development planning document and vision for the City.*

4. Continue creating and protecting strong and sustainable neighborhoods.
 - *Emphasis on achieving the goals and objectives in the Tweedy Mile, Hollydale and Gateway Specific Plans.*
 - *Emphasis on maintaining and improving the City's performance in the Beacon program.*
 - *Emphasis on exceptional code enforcement operations.*
5. Continue infrastructure improvements.
 - *Emphasis on developing expenditure plans for SBI and Measure M new funding.*
 - *Emphasis on developing a City-wide parking study.*
6. Maintain community-based police services.
 - *Emphasis on promoting and building Neighborhood and Business Watch programs.*
 - *Emphasis on mitigating impacts of early release initiatives.*
 - *Emphasis on developing collaborative approaches to address homelessness.*

ATTACHMENT: None.

WARRANT REGISTER COUNCIL MEETING 01/22/2019

RECEIVED REPORT I

apChkLst
01/15/2019 5:51:29PM

Final Check List
City of South Gate

Page: 1

11:55am
JAN 16 2019

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81013	1/8/2019	00004865 SO CALIF EDISON	12/18/2018	12/18/2018	BILLING PRD- NOV/DEC 2018	59,061.43	59,061.43
		Voucher:					
81028	1/10/2019	00000898 CENTRAL BASIN MUNI WATEFSG-NOV18		12/11/2018	NOV 2018- WATER USAGE- C	27,507.63	27,507.63
		Voucher:					
81029	1/10/2019	00000898 CENTRAL BASIN MUNI WATEFSG-NOV18 RI		12/11/2018	RI CK# 81028 - NOV 2018 - W	12,748.01	12,748.01
		Voucher:					
81031	1/22/2019	00003766 ABEL GLASS & SCREEN	30102	12/10/2018	WINDOW - BANQUET ROOM	173.59	173.59
		Voucher:					
81032	1/22/2019	00001467 ADMINISTRATIVE SERV. CO-C2629		11/30/2018	NOV 2018- SERVICES FOR DI	66,602.45	66,602.45
		Voucher:					
81033	1/22/2019	0010065 AFC HYDRAVLICS SEALS	27621	12/19/2018	SEALS AND O-RINGS FOR UN	98.08	186.78
		Voucher:	27540	12/3/2018	HOSE ASSEMBLY FOR UNIT 2	88.70	
81034	1/22/2019	00004372 AIRGAS USA, LLC	9083435684	12/12/2018	INVENTORY PO/ SAFETY SUF	1,609.28	2,090.22
		Voucher:	9083430788	12/12/2018	INVENTORY PO/ SAFETY SUF	480.94	
81035	1/22/2019	00000185 ALL CITY MANAGEMENT SER	58384	12/21/2018	SCHOOL CROSSING GUARD	16,752.00	16,961.40
		Voucher:	58666	12/27/2018	SCHOOL CROSSING GUARD	209.40	

Bank : botw BANK OF THE WEST (Continued)

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81036	1/22/2019	00003399 ALVARADOSMITH Voucher:	330569	12/31/2018	COSG RE: MISC. PUBLIC WO	1,897.50	
			330594	12/31/2018	COSG ADV MARIA GOMEZ - T	62.50	
			330596	12/31/2018	COSG ADV. JOSE JESUS BAI	590.00	
			330586	12/31/2018	COSG ADV. J.H. AMINOR ET.	300.00	
			330585	12/31/2018	SILVIA LAINEZ V. COSG, ETA	430.30	
			330584	12/31/2018	COSG ADV. CITY OF GARDEN	120.00	
			330583	12/31/2018	COSG ADV. GEORGINA BECE	2,010.49	
			330582	12/31/2018	COSG ADV ALMA GONZALEZ	694.97	
			330581	12/31/2018	COSG JERRY TORREZ - THRI	27,699.22	
			330580	12/31/2018	COSG RE STATE FARM, JERF	8,600.00	
			330591	12/31/2018	ATTEND SPECIAL/REGULAR	1,080.00	
			330590	12/31/2018	TUESDAYS, AGENDAS & CITY	7,250.00	
			330570	12/31/2018	COMMUNITY DEVELOPMNET	3,015.84	
			330599	12/31/2018	COSG ADV EDWARD HANO -	1,000.00	
			330592	12/31/2018	GENERAL - THRU 12/31/2018,	3,161.14	
			330579	12/31/2018	COSG ADV ALMA GONZALEZ-	9.80	
			330597	12/31/2018	COSG ADV MARIO CESAR PL	2,125.00	
			330598	12/31/2018	COSG ADV CARMEN GONZAL	2,575.00	
			330576	12/31/2018	COSG ADV ANA DELEON, ET.	297.55	
			330575	12/31/2018	COSG RE CITY TRADEMARK	137.50	
			330574	12/31/2018	COSG ADV LUIS GABRIEL OR	925.00	
			330603	12/31/2018	COSG ADV FRANCISCO DON	1,175.00	
			330602	12/31/2018	COSG ADV BETSAIDA SANTA	575.00	65,731.81
81037	1/22/2019	0009104 AMERICAN RENTAL Voucher:	123498	1/8/2019	2018 - FAMILY DAY IN THE PA	5,616.36	5,616.36
81038	1/22/2019	0007290 APW KNOX-SEEMAN Voucher:	13777216	1/7/2019	AIR AND OIL FILTERS	61.63	61.63
81039	1/22/2019	00003529 AT&T Voucher:	960-449-6558-1;	12/1/2018	BILLING PRD- 12/01/18 - 12/31	237.83	
			248-134-3274-1;	1/8/2019	BILLING PRD- 11/07/18 - 12/06	38.68	
			960-449-6558-0;	1/1/2019	BILLING PRD-01/01/19 - 01/31,	234.28	510.79
81040	1/22/2019	00004313 AT&T Voucher:	6528385403	1/5/2019	BILLING PRD 12/05/18-01/04/1	3,758.62	3,758.62

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81041	1/22/2019	00005075 AT&T Voucher:	12388042	12/27/2018	BILLING PRD- 11/27/18-12/26/	322.29	
			12336197	12/13/2018	BAN: 9391034764- BP-	2,634.66	
			12336199	12/13/2018	BAN: 9391034765 - BP - 11/13/	1,501.31	
			12268969	12/1/2018	BAN: 9391034759- BP-	39.82	
			12336200	12/13/2018	BAN: 9391034760- BP-	2,853.51	
			12336204	12/13/2018	BAN: 9391034761- BP-	81.30	
			12336202	12/13/2018	BAN: 9391034766- BP-	105.53	
			12336198	12/13/2018	BAN: 9391034763- BP-	2,228.52	
			12336203	12/13/2018	BAN: 9391034758- BP-	20.73	
			12336201	12/13/2018	BAN: 9391034760-	35.92	9,823.59
81042	1/22/2019	00003692 AT&T MOBILITY Voucher:	875963643X121	12/16/2018	BILLING PRD- 11/09/18-12/08/	2,191.53	2,191.53
81043	1/22/2019	0011336 AVANT-GARDE INC. Voucher:	5181	11/8/2018	OCT 2018 - CDBG & HOME CC	6,860.00	6,860.00
81044	1/22/2019	0011669 BDO USA LLP Voucher:	001057054	12/20/2018	NOV 2018 - SECTION 8 FINAN	759.00	759.00
81045	1/22/2019	00002083 BOARD OF EQUALIZATION Voucher:	014-001624-CY2	1/14/2018	OUT OF STATE SALES TAX- C	7,438.00	7,438.00
81046	1/22/2019	00002063 CACEO Voucher:	1190	1/3/2019	RAQUEL LARIOS: EDUCATIOI	75.00	
			1188	1/3/2019	CARMEN AVALOS: CMC/MMC	50.00	125.00
81047	1/22/2019	00004433 CARPENTER, ROTHANS & DU32014 Voucher:	32013	12/17/2018	SRVS - THRU 11/30/18 - RE: A	15.31	
81048	1/22/2019	0011866 CAZARES, LUIS Voucher:	Ref000245869	12/17/2018	SRV THRU 11/30/18 - RE: J.H.	15,052.30	15,067.61
				1/10/2019	UB REFUND CST #00053637 -	11.42	11.42
81049	1/22/2019	00002789 CDW GOVERNMENT INC Voucher:	QLW3272	12/21/2018	DESKTOP MEMORY	180.79	
			QLS3232	12/20/2018	DESKTOP MEMORY	126.28	
			QLS2642	12/20/2018	HP SCANJET PRO 2000 S1 W	310.70	
			QCJ9212	12/5/2018	TWO MICROSOFT SURFACE	194.14	
			QLW2993	12/21/2018	MICROSOFT SURFACE PRO I	225.00	
			QMD7506	12/24/2018	HP SCANJET PRO 2000 S1 W	52.44	
			QJC5080	12/11/2018	HP SCANJET PRO 2000 WITH	60.55	
			QGJ0095	12/4/2018	HP SCANJET PRO 2000 WITH	310.70	
			QFX9145	12/3/2018	TWO MICROSOFT SURFACE	2,292.73	3,753.33
81050	1/22/2019	0006239 CENTRAL FORD Voucher:	328634	12/12/2018	ENGINE MOUNTS FOR UNIT ;	295.36	
			328600	12/11/2018	GEAR INDICATOR FOR UNIT .	32.08	327.44

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81051	1/22/2019	00005073 Voucher:	CITY OF DOWNEY 232784	11/30/2018	SHRD TRAFFIC SIGNAL MAIN	172.80	172.80
81052	1/22/2019	00004083 Voucher:	CJ CONCRETE CONSTRUCTI I4 (PRJ 566-ST)	11/29/2018	PROFESSIONAL CONSTRUC	241,953.60	241,953.60
81053	1/22/2019	00004583 Voucher:	CODE PUBLISHING COMPAN Y62135	12/26/2018	SG MUNICIPAL CODE- WEB L	589.50	589.50
81054	1/22/2019	00000461 Voucher:	COMMERCIAL TRANSPORTAT 3358	9/15/2018	CDL CLASS "A" TRAINING	7,120.68	7,120.68
81055	1/22/2019	0011862 Voucher:	CUTHBERT, GRISELDA Ref000245865	1/10/2019	UB REFUND CST #00031390 -	77.70	77.70
81056	1/22/2019	00001423 Voucher:	DAILY JOURNAL CORPORATI C(B3205995	1/3/2019	CONDITIONAL USE PERMIT 8	210.00	
			B3203683	12/20/2018	ORDINANCE 2358, ORD ORD	79.80	
			B3203678	12/20/2018	ORDINANCE 2355, ORD ORD	105.00	
			B3203682	12/20/2018	ORDINANCE 2357, ORD ORD	79.80	
			B3206010	12/27/2018	BUENA MESA 6-MONTH REVI	222.60	
			B3203680	12/20/2018	ORDINANCE 2356, ORD ORD	92.40	
			B3204123	12/20/2018	WAYFINDING SIGNANCE EXT	546.00	
			A2922861	9/20/2016	RESOLUTION FOR SG MS GF	162.40	1,498.00
			LITVAI15071	9/30/2018	09/04/18-09/30/18 - (CDBG) MI	44.20	44.20
81057	1/22/2019	00000314 Voucher:	DAPEER ROSENBLIT & LITVA I15071	1/10/2019	UB REFUND CST #00035457 -	40.00	40.00
81058	1/22/2019	0011865 Voucher:	DELEON, JOSE Ref000245868	1/10/2019	UB REFUND CST #00035457 -	40.00	40.00
81059	1/22/2019	00001782 Voucher:	EBERHARD EQUIPMENT 79986	12/19/2018	EQUIPMNT REPAIR PARTS	520.20	
			79198	10/25/2018	EQUIPMENT REPAIR PARTS	441.00	961.20
81060	1/22/2019	00004746 Voucher:	ELECSYS CORPORATION 186631	12/28/2018	FEB 2019- UMS SOFTWARE S	350.00	350.00
81061	1/22/2019	00001988 Voucher:	FAIR HOUSING FOUNDATION NOV 2018 - #5	12/6/2018	#5 PERSONNEL REIMBURSEI	1,549.57	1,549.57
81062	1/22/2019	00002026 Voucher:	FEDERAL EXPRESS CORPOR 6-420-65606	1/4/2019	FEDEX PRIORITY OVERNIGH	7.12	
			6-329-35711	10/5/2018	FEDEX EXPRESS SAVER	5.42	
			6-398-82360	12/14/2018	FEDEX STANDARD OVERNIG	6.51	19.05
81063	1/22/2019	0006262 Voucher:	FIRESTONE HAND WASH 2018-20	12/10/2018	CITYWIDE CAR WASH SERVI	2,622.00	2,622.00
81064	1/22/2019	0010625 Voucher:	FLEETCREW 27901	12/20/2018	OPACITY (SMOKE TEST) DIE	140.00	
			27749	12/13/2018	OPACITY (SMOKE TEST) TES	140.00	280.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81065	1/22/2019	0010237	FRONTIER COMMUNICATION:562-622-5327-0-	12/19/2018	BILLING- 12/19/18-01/18/19	50.22	
	Voucher:		562-928-0039-0-	12/25/2018	BILLING - 12/25/18-01/24/19	59.25	109.47
81066	1/22/2019	0006890	GARVEY EQUIPMENT COMPA116286	12/20/2018	GROUNDS SMALL EQUIPMEN	3,082.59	3,082.59
	Voucher:						
81067	1/22/2019	00004934	GAS COMPANY	12/31/2018	113 798 0362 12/18-1/19	5,067.88	5,067.88
	Voucher:		00004934				
81068	1/22/2019	0008109	GOODIE'S UNIFORM	12/18/2018	UNIFORM AND ACCESSORIE:	153.25	
	Voucher:		2018-6470	12/18/2018	UNIFORM AND ACCESSORIE:	153.25	306.50
81069	1/22/2019	00002890	GRAINGER	12/18/2018	TABLES	275.19	
	Voucher:		9036254036	12/11/2018	TABLES	825.56	
			9028399567	12/17/2018	TABLES	550.36	1,651.11
81070	1/22/2019	00002524	GREEN'S CLEANERS	12/31/2018	DEC 2018 - JAIL CLEANING O	1,645.80	1,645.80
	Voucher:		531406				
81071	1/22/2019	0011526	HASA, INC.	12/6/2018	CHLORINE	396.57	
	Voucher:		624967	12/20/2018	CHLORINE	480.69	
			626077	12/20/2018	CHLORINE	468.67	
			626076	12/20/2018	CHLORINE	96.14	
			626073	12/20/2018	CHLORINE	222.32	
			624969	12/6/2018	CHLORINE	552.79	
			624966	12/6/2018	CHLORINE	360.52	
			626074	12/20/2018	CHLORINE	275.51	2,853.21
	Voucher:		626072	12/20/2018	CHLORINE	1,060.78	1,060.78
81072	1/22/2019	0005767	HERTZ EQUIPMENT RENTAL (30453294-001	12/10/2018	REPAIR AND RENTAL OF EQ		
	Voucher:						
81073	1/22/2019	00000268	HOME DEPOT CREDIT SERVI(4230239	11/20/2018	WATER - MISC SUPPLIES	70.24	
	Voucher:		4363114	1/9/2019	MISC SUPPLIES	84.47	
			3363118	1/10/2019	MISC SUPPLIES	53.75	
			5363110	1/8/2019	GROUNDS MAINTENANCE SI	100.89	
			7363024	11/27/2018	WATER - MISC SUPPLIES	101.35	
			3230389	12/21/2018	GROUNDS MAINTENANCE SI	75.02	
			6230378	12/18/2018	MATERIALS TO REPAIR THE (36.22	
			5344360	12/19/2018	HOSING FOR THE MULTI-POF	20.54	
			0344421	1/3/2019	FACILITY MAINTENANCE SUF	46.11	
			1351244	1/2/2019	GROUNDS MAINTENANCE SI	148.12	
			5351230	12/19/2018	GROUNDS MAINTENANCE SI	32.36	
			7351223	12/17/2018	TOE KICK FOR SINK CABINET	44.38	813.45

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81074	1/22/2019	0008222 JCL TRAFFIC SERVICES Voucher:	98177	11/30/2018	REPLENISH STOCK	4,198.25	
			98294	12/10/2018	WATER WALL RENTALS	2,400.00	
			96710	8/22/2018	FIFTY 4" FLEXIBLE REFLECTI	138.76	6,737.01
81075	1/22/2019	0005586 JOE A. GONSALVES & SONS Voucher:	157117	12/20/2018	JAN 2019 - LEGISLATIVE ADV	2,500.00	2,500.00
81076	1/22/2019	00003387 KNORR SYSTEMS INC Voucher:	PWSVJ-4138	11/20/2018	STARK MEDIA & LATERALS	15,720.05	15,720.05
81077	1/22/2019	00005175 LA COUNTY METROPOLITAN Voucher:	103083	12/31/2018	TAP BUS PASSES - NOV 2018	6,484.00	6,484.00
81078	1/22/2019	00005062 LA CTY POLICE CHIEF'S ASSC2019 Voucher:		11/1/2018	LACPCA ANNUAL DUES - 2018	500.00	500.00
81079	1/22/2019	00003754 LIEBERT CASSIDY WHITMOR1470801 Voucher:		11/30/2018	ADVICE RE BERNAL CIVIL CC	88.50	88.50
81080	1/22/2019	00003793 LONG BEACH BMW MOTORC'33477 Voucher:		12/21/2018	SERVICE AND BRAKE PADS C	669.65	669.65

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81081	1/22/2019	0010477	MACS 14				
		Voucher:					
			091-REISSUE	9/27/2018	RI CK#80711-SMOG INSPECT	60.00	
			103-REISSUE	10/16/2018	RI CK#80711-SMOG INSPECT	50.00	
			104-REISSUE	10/16/2018	RI CK#80711-SMOG INSPECT	50.00	
			089-REISSUE	9/20/2018	RI CK#80711-SMOG INSPECT	40.00	
			092-REISSUE	9/27/2018	RI CK#80711-SMOG INSPECT	40.00	
			106-REISSUE	10/17/2018	RI CK#80711-SMOG INSPECT	40.00	
			107-REISSUE	10/18/2018	RI CK#80711-SMOG INSPECT	40.00	
			108-REISSUE	10/22/2018	RI CK#80711-SMOG INSPECT	40.00	
			109-REISSUE	10/23/2018	RI CK#80711-SMOG INSPECT	40.00	
			111-REISSUE	10/25/2018	RI CK#80711-SMOG INSPECT	40.00	
			112-RISSUE	10/31/2018	RI CK#80711-SMOG INSPECT	40.00	
			114-RISSUE	11/1/2018	RI CK#80711-SMOG INSPECT	40.00	
			093-REISSUE	9/27/2018	RI CK#80711-ANNUAL SMOG	40.00	
			105-REISSUE	10/16/2018	RI CK#80711-ANNUAL SMOG	40.00	
			095-REISSUE	10/9/2018	RI CK#80711-SMOG INSPECT	60.00	
			100-REISSUE	10/11/2018	RI CK#80711-SMOG INSPECT	60.00	
			101-REISSUE	10/15/2018	RI CK#80711-SMOG INSPECT	60.00	
			102-REISSUE	10/15/2018	RI CK#80711-SMOG INSPECT	60.00	
			110-REISSUE	10/25/2018	RI CK#80711-SMOG INSPECT	40.00	
			090-REISSUE	9/26/2018	RI CK#80711-SMOG INSPECT	50.00	
			094-REISSUE	10/8/2018	RI CK#80711-SMOG INSPECT	50.00	
			096-REISSUE	10/9/2018	RI CK#80711-SMOG INSPECT	50.00	
			097-RISSUE	11/27/2018	RI CK#80711-SMOG INSPECT	50.00	
			098-REISSUE	10/11/2018	RI CK#80711-SMOG INSPECT	50.00	
			099-REISSUE	10/11/2018	RI CK#80711-SMOG INSPECT	50.00	1,180.00
81082	1/22/2019	00004060	MCMMASTER-CARR SUPPLY C163000584	1/7/2019	WATER SUPPLIES	453.30	453.30
		Voucher:					
81083	1/22/2019	00003815	MICHELSON LABORATORIES,23971	12/12/2018	TITLE 22 LAB ANALYSIS- HET	1,181.25	1,181.25
		Voucher:					
81084	1/22/2019	00000170	MISC - PKS & REC REFUND	12/16/2018	123010 - REFUND DEPOSIT P	420.00	420.00
		Voucher:					
81085	1/22/2019	00000170	MISC - PKS & REC REFUND	3/2/2018	104660-162253 REFUND MEM	195.00	195.00
		Voucher:					
81086	1/22/2019	00000170	MISC - PKS & REC REFUND	12/22/2018	158605 - REFUND DEPOSIT P	143.00	143.00
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81087	1/22/2019	00000170 Voucher:	MISC - PKS & REC REFUND 156730-SERRA	11/26/2018	156730 - REFUND TOT-TIME (78.00	78.00
81088	1/22/2019	00000170 Voucher:	MISC - PKS & REC REFUND 156707-PEREZ,	11/26/2018	156707 - REFUND TOT-TIME (78.00	78.00
81089	1/22/2019	00000170 Voucher:	MISC - PKS & REC REFUND SEABORG, DAV	19/2019	REIMB.-DAVID M. SEABORG -	28.31	28.31
81090	1/22/2019	00003458 Voucher:	MISC - PUBLIC WORKS 82799-KALLINI,F	12/5/2018	82799- RAFAAT KALLINI- REIN	2,587.16	2,587.16
81091	1/22/2019	0006941 Voucher:	MOST DEPENDABLE FOUNTAINV53969	12/18/2018	MOUNTED WATER FOUNTAIN	21,435.46	21,435.46
81092	1/22/2019	0008506 Voucher:	MUNITEMPS 129029	1/11/2019	HR ANALYST- TAYLOR, TIMO	1,011.50	
81093	1/22/2019	00004620 Voucher:	MUTUAL LIQUID GAS & EQUIF365037 128996	12/28/2018	HR ANALYST- TAYLOR, TIMO	3,718.75	4,730.25
				12/4/2018	PROANE GAS AND COMPLI/	455.51	
				12/11/2018	PROANE GAS AND COMPLI/	386.16	
				12/18/2018	PROANE GAS AND COMPLI/	520.33	
				1/2/2019	PROANE GAS AND COMPLI/	570.46	1,932.46
81094	1/22/2019	0009426 Voucher:	MV CHENG & ASSOCIATES, IN12/31/2018 369911	1/3/2019	DECEMBER 2018 - INTERIM S	8,470.00	8,470.00
81095	1/22/2019	00004969 Voucher:	NATIONAL READY MIXED CON672317	11/27/2018	CONCRETE, SAND AND AGGI	407.66	
81096	1/22/2019	00003962 Voucher:	NICKEY PETROLEUM CO., INC340416 672085	11/21/2018	CONCRETE, SAND AND AGGI	1,089.03	1,496.69
81097	1/22/2019	00004651 Voucher:	NIXON-EGLI EQUIPMENT CO P33627	10/25/2018	INVENTORY PO/ BARE BRICK	2,906.53	2,906.53
				11/28/2018	EMULSION STRAINER FOR S	380.16	380.16

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81098	1/22/2019	00001414 OFFICE DEPOT Voucher:	248609165001	12/18/2018	OFFICE SUPPLIES	27.61	
			242006065001	12/4/2018	OFFICE SUPPLIES	173.15	
			241575628001	12/4/2018	OFFICE SUPPLIES	358.90	
			239998868001	12/4/2018	OFFICE SUPPLIES	195.56	
			242498068001	12/5/2018	OFFICE SUPPLIES	863.70	
			242273133001	12/5/2018	OFFICE SUPPLIES	774.99	
			243208602001	12/6/2018	OFFICE SUPPLIES	1,454.41	
			243114500001	12/6/2018	OFFICE SUPPLIES	161.02	
			246224129001	12/13/2018	OFFICE SUPPLIES	518.74	
			246577833001	12/13/2018	OFFICE SUPPLIES	56.89	
			246668895001	12/13/2018	OFFICE SUPPLIES	24.30	
			246668793001	12/13/2018	OFFICE SUPPLIES	41.26	
			24608118001	12/13/2018	OFFICE SUPPLIES	16.86	
			246080813001	12/13/2018	OFFICE SUPPLIES	980.53	
			248138394001	12/18/2018	OFFICE SUPPLIES	398.64	
			249355005001	12/20/2018	OFFICE SUPPLIES	518.13	
			249845503001	12/21/2018	OFFICE SUPPLIES	94.95	
			246220251001	12/13/2018	OFFICE SUPPLIES	174.31	
			246573316001	12/13/2018	OFFICE SUPPLIES	408.96	
			246574663001	12/13/2018	OFFICE SUPPLIES	15.58	
			246574662001	12/13/2018	OFFICE SUPPLIES	19.57	
			241619532001	12/5/2018	OFFICE SUPPLIES	82.00	
			248325251001	12/18/2018	OFFICE SUPPLIES	42.64	
			248326338001	12/18/2018	OFFICE SUPPLIES	227.17	
			246080353001	12/13/2018	OFFICE SUPPLIES	61.31	
			248315533001	12/18/2018	OFFICE SUPPLIES	937.95	
			245996379001	12/11/2018	OFFICE SUPPLIES	308.74	
			225849800001	12/11/2018	OFFICE SUPPLIES	74.08	
			245996379002	12/12/2018	OFFICE SUPPLIES	39.67	
			246644001001	12/13/2018	OFFICE SUPPLIES	161.64	
			248147352001	12/18/2018	OFFICE SUPPLIES	66.11	
			249007352001	12/20/2018	OFFICE SUPPLIES	79.35	
			248608854001	12/20/2018	OFFICE SUPPLIES	44.09	9,402.81
81099	1/22/2019	0007984 O'REILLY AUTO PARTS Voucher:	3063-267141		CREDIT FOR RETURNED PAF	-35.98	
			3063-266831	1/7/2019	EQUIPMENT REPAIR PARTS I	48.22	12.24

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81100	1/22/2019	00000833 P.F. PETTIBONE & CO Voucher:	175628	12/21/2018	28# XEROGRAPHIC B.W. FILL	70.80	70.80
81101	1/22/2019	0011294 PARKWOOD LANDSCAPE Voucher:	2749	11/30/2018	NOVEMBER 2018 - LANDSCA	20,777.00	20,777.00
81102	1/22/2019	00002335 PITNEY BOWES Voucher:	3102829201	12/31/2018	POSTAGE MACHINE LEASE-	1,341.92	1,341.92
81103	1/22/2019	0011257 PK: GUILMETTE, ROBERT Voucher:	12/05/18-12/26/1	1/2/2019	YOGA - 12/05/18-12/26/18	140.00	140.00
81104	1/22/2019	0010824 PK: RENTERIA, CAMILO Voucher:	FALL 2018	1/7/2019	DURON ADULT BASEBALL- 1C	3,480.00	3,480.00
81105	1/22/2019	0010624 PK: SANCHEZ, MARIBEL Voucher:	12/05/18-12/29/1	1/2/2019	ZUMBA - 12/05/18-12/29/18	350.00	350.00
81106	1/22/2019	0008743 PK: SPINDOLA, DANIELLE Voucher:	12/06/18-12/27/1	1/2/2019	YOGA - 12/06/18-12/27/18	210.00	210.00
81107	1/22/2019	0009567 PK: TUJALIJ-UMI, NAOMI K. Voucher:	12/05/18-12/31/1	1/2/2019	ZUMBA - 12/05/18-12/31/18	495.00	495.00
81108	1/22/2019	00003721 PLUMBERS DEPOT INC. Voucher:	PD-40097	11/8/2018	WARTHOG FOR SEWER DIV	1,808.10	1,808.10
81109	1/22/2019	0011863 POLYMASTERS INDUSTRIE Voucher:	Ref000245866	1/10/2019	UB REFUND CST #00031930 -	15.00	15.00
81110	1/22/2019	00000488 PRAXAIR DISTRIBUTION, INC. Voucher:	86382332	11/30/2018	WELDING SUPPLIES NEEDED	505.14	566.25
81111	1/22/2019	0005643 PUMPING SOLUTIONS Voucher:	86382331	11/30/2018	WELDING SUPPLIES FOR SH	61.11	813.80
81112	1/22/2019	00000416 RAPID-O-PRINT Voucher:	3029964	11/20/2018	CHECK VALVES - WELL 28	813.80	523.69
81113	1/22/2019	0011545 RELX, INC. Voucher:	16364	12/18/2018	PURPLE PARKING PERMIT S	523.69	732.45
81114	1/22/2019	00004773 RET: ALMANZA, JOSEPH A Voucher:	1431080-201811	11/30/2018	NOV 2018 - MONTHLY SUBSC	732.45	1,464.90
81115	1/22/2019	0005570 RET: ALONZO, ANTHONY Voucher:	1431080-201812	12/31/2018	DEC 2018 - MONTHLY SUBSC	732.45	250.00
81116	1/22/2019	0009815 RET: AMEY, ISAAC D Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS. - JAN	1,100.86	150.00
			JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JAN	150.00	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81117	1/22/2019	0008275	RET: AROCHA, FRANCIS X.	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86
			Voucher:				1,100.86
81118	1/22/2019	0005813	RET: AVILA, VINCENT	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86
			Voucher:				1,100.86
81119	1/22/2019	00001840	RET: BLASKA, WILLIAM MIKE	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	250.00
			Voucher:				250.00
81120	1/22/2019	00001265	RET: BRASSFIELD, CHARLES	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	250.00
			Voucher:				250.00
81121	1/22/2019	0006324	RET: BURBACH, MAUREEN	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
			Voucher:				150.00
81122	1/22/2019	00004776	RET: CARTER, LLOYD B	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	250.00
			Voucher:				250.00
81123	1/22/2019	00000495	RET: CHAVEZ, ANTHONY A	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
			Voucher:				150.00
81124	1/22/2019	00000817	RET: CHRIST, DOUGLAS F	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	241.60
			Voucher:				241.60
81125	1/22/2019	00002460	RET: COMSTOCK, JOSEPH E	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	200.00
			Voucher:				200.00
81126	1/22/2019	0006505	RET: CORBET, RONALD	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86
			Voucher:				1,100.86
81127	1/22/2019	00003408	RET: DAMRON, ROGER V	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	250.00
			Voucher:				250.00
81128	1/22/2019	00004777	RET: DAY, ROBERT A	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	250.00
			Voucher:				250.00
81129	1/22/2019	0008746	RET: DELEON, RUBEN	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
			Voucher:				150.00
81130	1/22/2019	00001776	RET: EADE, JOANN	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	183.34
			Voucher:				183.34
81131	1/22/2019	00003973	RET: EADS, KENNETH P.	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86
			Voucher:				1,100.86
81132	1/22/2019	00003853	RET: FANNIN, ZONA	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
			Voucher:				150.00
81133	1/22/2019	0008820	RET: FERNANDEZ, CARLOS	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86
			Voucher:				1,100.86

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81134	1/22/2019	00004403 Voucher:	RET: FIELD, GARY	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
81135	1/22/2019	0006507 Voucher:	RET: FIGUEROA, GLORIA A.	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
81136	1/22/2019	00000605 Voucher:	RET: FORRESTER, BOB L	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	250.00
81137	1/22/2019	0005355 Voucher:	RET: GALBREATH, RUSSELL	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86
81138	1/22/2019	0011326 Voucher:	RET: GALVAN, RAY A.	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
81139	1/22/2019	0011186 Voucher:	RET: GAMBOA, OSCAR	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
81140	1/22/2019	00000496 Voucher:	RET: GEORGE, RONALD P	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	250.00
81141	1/22/2019	0006508 Voucher:	RET: GOMEZ, JOSEPH C.	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
81142	1/22/2019	00003940 Voucher:	RET: GONZALEZ, HIRAM	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
81143	1/22/2019	0006328 Voucher:	RET: GUTIERREZ, MANUEL	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86
81144	1/22/2019	0006509 Voucher:	RET: HAMMOND, DONNA	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
81145	1/22/2019	0006510 Voucher:	RET: HERNANDEZ, MARIA	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
81146	1/22/2019	0008059 Voucher:	RET: HILL, GARY	JANUARY 2019	17/2019	RETIREE MEDICAL INS.- JAN	150.00
81147	1/22/2019	0006329 Voucher:	RET: HOMSHER, HUGH	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86
81148	1/22/2019	00004784 Voucher:	RET: HUNTRODS, RICHARD F	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	209.80
81149	1/22/2019	0009521 Voucher:	RET: HUPP, KEITH	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86
81150	1/22/2019	0008058 Voucher:	RET: INMAN, RONALD	JANUARY 2019	17/2019	RETIREE MEDICAL INS. - JAN	1,100.86

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81151	1/22/2019	00004785 Voucher:	RET: IRISH, TERRY F	1/7/2019	RETIREE MEDICAL INS. - JAN	250.00	250.00
81152	1/22/2019	0011110 Voucher:	RET: JOHNSON, GERALD	1/7/2019	RETIREE MEDICAL INS.- JAN	150.00	150.00
81153	1/22/2019	00004787 Voucher:	RET: KENNEDY, GARY E	1/7/2019	RETIREE MEDICAL INS. - JAN	250.00	250.00
81154	1/22/2019	0005356 Voucher:	RET: KEY, ANDREW	1/7/2019	RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
81155	1/22/2019	0011111 Voucher:	RET: KOOMEN, SHERI L.	1/7/2019	RETIREE MEDICAL INS.- JAN	150.00	150.00
81156	1/22/2019	0010881 Voucher:	RET: KOOPMANS, WILLIAM O	1/7/2019	RETIREE MEDICAL INS.- JAN	150.00	150.00
81157	1/22/2019	00004788 Voucher:	RET: LANE JR, EDWARD W	1/7/2019	RETIREE MEDICAL INS. - JAN	250.00	250.00
81158	1/22/2019	0009946 Voucher:	RET: LEFEVER, STEVEN A.	1/7/2019	RETIREE MEDICAL INS.- JAN	200.00	200.00
81159	1/22/2019	0010410 Voucher:	RET: LEO, FRANK	1/7/2019	RETIREE MEDICAL INS.- JAN	150.00	150.00
81160	1/22/2019	00004789 Voucher:	RET: LILLEY, RAYMOND E	1/7/2019	RETIREE MEDICAL INS. - JAN	250.00	250.00
81161	1/22/2019	0005633 Voucher:	RET: LOPEZ, ALFONSO	1/7/2019	RETIREE MEDICAL INS. - JAN	590.37	590.37
81162	1/22/2019	0006511 Voucher:	RET: LOPEZ, RAMON A.	1/7/2019	RETIREE MEDICAL INS.- JAN	150.00	150.00
81163	1/22/2019	0009453 Voucher:	RET: LOPEZ, VERONICA	1/7/2019	RETIREE MEDICAL INS.- JAN	150.00	150.00
81164	1/22/2019	0007656 Voucher:	RET: MATSUKIYO, DAVID	1/7/2019	RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
81165	1/22/2019	00003833 Voucher:	RET: MOOMEY, STEVEN	1/7/2019	RETIREE MEDICAL INS. - JAN	518.00	518.00
81166	1/22/2019	00003328 Voucher:	RET: MOSBY, DOROTHEA S	1/7/2019	RETIREE MEDICAL INS.- JAN	183.34	183.34
81167	1/22/2019	00003239 Voucher:	RET: NASSAR, SAM R	1/7/2019	RETIREE MEDICAL INS.- JAN	200.00	200.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81168	1/22/2019	0011522 RET: PELLERIN, ROBERT Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
81169	1/22/2019	00005237 RET: PEREZ, SUSAN Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JANI	150.00	150.00
81170	1/22/2019	0010733 RET: PIXLER, DAVID Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
81171	1/22/2019	00004794 RET: POWELL, ROBERT K. Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS. - JAN	250.00	250.00
81172	1/22/2019	0006326 RET: RAMIREZ, VIRGINIA Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JANI	150.00	150.00
81173	1/22/2019	00003798 RET: RANGEL, ARMANDO Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JANI	150.00	150.00
81174	1/22/2019	0006327 RET: RASCO, ANGELA Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JANI	150.00	150.00
81175	1/22/2019	00003630 RET: REGALADO, MARY Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JANI	150.00	150.00
81176	1/22/2019	0011112 RET: SALDIVAR, MARIO M. Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
81177	1/22/2019	00001867 RET: SCHMID, BEATRICE J Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JANI	150.00	150.00
81178	1/22/2019	0009865 RET: SCHRADER, GEORGE R Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
81179	1/22/2019	0011521 RET: SCOTT, DAVID Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
81180	1/22/2019	00000458 RET: SEWELL, ELAINE Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JANI	150.00	150.00
81181	1/22/2019	00000459 RET: SEWELL, KENNETH R Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JANI	150.00	150.00
81182	1/22/2019	0006513 RET: SHETTER, RANDOLPH Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS.- JANI	150.00	150.00
81183	1/22/2019	00000869 RET: SMITH, CHARLES R Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS. - JAN	250.00	250.00
81184	1/22/2019	00004796 RET: SPEELMAN, PATRICIA L Voucher:	JANUARY 2019	1/7/2019	RETIREE MEDICAL INS. - JAN	250.00	250.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81185	1/22/2019	00002147	RET: SPROWLS, KENNETH C	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS. - JAN	250.00	250.00
			Voucher:				
81186	1/22/2019	0008313	RET: SULLIVAN, DARREN	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
			Voucher:				
81187	1/22/2019	0006512	RET: TATTI, WILLIAM P.	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS.- JAN	150.00	150.00
			Voucher:				
81188	1/22/2019	0005357	RET: TODD, ROBERT M.	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
			Voucher:				
81189	1/22/2019	00003573	RET: VANLIEROP, MARTIN G	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS. - JAN	518.00	518.00
			Voucher:				
81190	1/22/2019	00003959	RET: WADE, RICHARD	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS. - JAN	306.00	306.00
			Voucher:				
81191	1/22/2019	0007655	RET: WELLS, GREGORY	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS. - JAN	509.70	509.70
			Voucher:				
81192	1/22/2019	00004379	RET: WHALEN, HARVEY	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS.- JAN	150.00	150.00
			Voucher:				
81193	1/22/2019	00000498	RET: WILLIAMS, GALE M	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS. - JAN	250.00	250.00
			Voucher:				
81194	1/22/2019	0008821	RET: WILLIAMS, TIMOTHY	1/17/2019	JANUARY 2019 RETIREE MEDICAL INS. - JAN	1,100.86	1,100.86
			Voucher:				
81195	1/22/2019	0011869	RODRIGUEZ, RAYMOND	1/10/2019	Ref000245872 UB REFUND CST #00062585 -	119.45	119.45
			Voucher:				
81196	1/22/2019	0011527	RS CONSTRUCTION &	1/2/2019	108 THRU DEC 2018 PMT #4 SG F	111,854.42	111,854.42
			Voucher:				
81197	1/22/2019	0011868	RYAN, OFELIA	1/10/2019	Ref000245871 UB REFUND CST #00062549 -	169.07	169.07
			Voucher:				
81198	1/22/2019	0008369	SAFETY-KLEEN SYSTEM, INC	11/29/2018	78604829 PART WASHER SERVICE	238.93	
			Voucher:				
				11/29/2018	78302986 1DRUM. MOTOR OIL (5W-30)	1,314.99	
				12/19/2019	78527861 SERVICE PART WASHER	238.93	
				1/3/2019	78527861 BALLISTIC HELMETS FOR SV	12,333.67	1,792.85
							12,333.67
81200	1/22/2019	00004829	SCMAF	12/31/2018	7363 2019 SCMAF MEMBERSHIP D	310.00	310.00
			Voucher:				
81201	1/22/2019	0010623	SECTRAN SECURITY INC.	1/1/2019	19010404 JAN 2019 - ARMORED TRUCK	275.13	275.13
			Voucher:				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81202	1/22/2019	00004841	SHELL CREDIT CARD CENTEF65091514901	1/6/2019	GAS STMT CLOSING DATE 01	802.97	802.97
			Voucher:				
81203	1/22/2019	00002639	STRADLING YOCCA CARLSON349775-0018	12/20/2018	SRVS THRU 11/30/18- RE: SUI	10,709.00	
			Voucher:				
			349776-0026	12/20/2018	SRVS THRU 11/30/18- RE: 90C	4,199.20	
			349774-0000	12/20/2018	SRVS THRU 11/30/18- RE: GE	506.80	15,415.00
81204	1/22/2019	00004906	SWRCB FEES	12/19/2018	07/11/18-06/30/19- LARGE WAT	38,844.00	38,844.00
			Voucher:				
81205	1/22/2019	00004921	TARGET SPECIALTY PRODUCPI0905966	12/11/2018	PARKS GROUNDS MAINTENA	683.10	683.10
			Voucher:				
81206	1/22/2019	0011201	TELECOM LAW FIRM, P.C.	8/10/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			Voucher:				
			4763	9/14/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4937	9/14/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4939	9/14/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4941	9/14/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4971	9/18/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4973	9/18/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4975	9/18/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4992	9/20/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4994	9/20/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4996	9/20/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			5204	10/29/2018	SPECIALIZED LEGAL SERVIC	252.00	
			4935	9/14/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4998	9/20/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4943	9/14/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4945	9/14/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4947	9/14/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4969	9/18/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4977	9/18/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4979	9/18/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4988	9/20/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			4990	9/20/2018	SPECIALIZED LEGAL SERVIC	2,350.00	
			5147	10/29/2018	SPECIALIZED LEGAL SERVIC	129.50	47,381.50
81207	1/22/2019	0008153	TIME WARNER CABLE-	12/19/2018	ACCT# 844830 017 0008335- C	161.26	161.26
			Voucher:				
81208	1/22/2019	0011864	TITAN INDUSTRIES	1/10/2019	UB REFUND CST #00032078 -	40.00	40.00
			Voucher:				
			Ref000245867				

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81209	1/22/2019	0010408 Voucher:	TOURCOACH CHARTER AND 34929 34930 34932 34931 35064	11/30/2018 12/7/2018 12/27/2018 12/27/2018 10/31/2018 12/5/2018	TRIP TO CABAZON OUTLETS TRIP TO SAN MANUEL CASIN TRIP TO OLD TOWN SAN DIE TRIP TO CANDLELIGHT PAVIL TRIP TO KNOTTS SCARY/BEF PD: BLOOD DRAWS & BOOKI	912.28 1,002.50 1,092.73 822.05 957.39 394.00	4,786.95 394.00
81210	1/22/2019	0005474 Voucher:	U.S. HEALTHWORKS MEDICA/3441808-CA	11/30/2018	BROOMS FOR ELGIN SWEEP	2,957.13	2,957.13
81211	1/22/2019	0006581 Voucher:	UNITED ROTARY BRUSH COR306958	11/30/2018	BROOMS FOR ELGIN SWEEP	2,957.13	2,957.13
81212	1/22/2019	0011867 Voucher:	UP-5626	1/10/2019	UB REFUND CST #00057938 -	464.13	464.13
81213	1/22/2019	00004975 Voucher:	US ARMOR	12/28/2018	VEST- ENFORCER CONCEAL	529.88	529.88
81214	1/22/2019	00004693 Voucher:	USA MOBILITY WIRELESS, INC/7961537M	12/31/2018	BILLING PRD-JAN 2019	33.21	33.21
81215	1/22/2019	00000379 Voucher:	VERIZON BUSINESS	12/25/2018 12/10/2018 12/21/2018	BILLING -11/15/2018 - 12/14/2018 BILLING -11/01/2018 - 11/30/2018 BILLING PRD- 11/22/18-12/21/18	55.30 80.11 38.01	135.41
81216	1/22/2019	00001848 Voucher:	VERIZON WIRELESS	1/5/2019 11/23/2018 11/26/2018 11/30/2018	BILLING PRD- 11/24/18-12/23/18 BILLING PRD- 10/24/18-11/23/18 ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I	117.64 9,780.81 176.08 458.88	9,936.46 634.96
81217	1/22/2019	00002634 Voucher:	VULCAN MATERIALS COMPAN/2030250	1/1/2019	12/16/18-12/31/18 - COSG: 424	3,128.52	3,128.52
81218	1/22/2019	00004000 Voucher:	WASTE MANAGEMENT	10/12/2018	INSTALLATION OF RADIOS IN	103.15	103.15
81219	1/22/2019	0009526 Voucher:	WEST COAST LIGHTS & SIRE 17381	12/17/2018 12/18/2018 12/18/2018 12/18/2018 12/17/2018 12/18/2018 12/18/2018 12/18/2018	BILLS CYCLE 10 AND LATE N LATE NOTICES CYCLES 5 & 6 LATE NOTICES CYCLES 3 & 4 LATE NOTICES CYCLES 1 & 2 LATE NOTICES CYCLES 7 & 8 BILLS CYCLES 7 & 8 JOB# 11- BILLS CYCLES 5 & 6 JOB# 11- BILLS CYCLES 3 & 4 JOB# 11- BILLS CYCLES 1 & 2 JOB# 11-	385.95 356.50 280.23 378.15 337.88 1,573.01 1,769.32 1,667.76 2,040.04	8,788.84
81220	1/22/2019	00000032 Voucher:	WEST COAST MAILERS	12/17/2018 12/18/2018 12/18/2018 12/18/2018 12/17/2018 12/18/2018 12/18/2018 12/18/2018	BILLS CYCLE 10 AND LATE N LATE NOTICES CYCLES 5 & 6 LATE NOTICES CYCLES 3 & 4 LATE NOTICES CYCLES 1 & 2 LATE NOTICES CYCLES 7 & 8 BILLS CYCLES 7 & 8 JOB# 11- BILLS CYCLES 5 & 6 JOB# 11- BILLS CYCLES 3 & 4 JOB# 11- BILLS CYCLES 1 & 2 JOB# 11-	385.95 356.50 280.23 378.15 337.88 1,573.01 1,769.32 1,667.76 2,040.04	8,788.84

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81221	1/22/2019	00000561 WESTERN EXTERMINATOR C6631426	6611226	11/30/2018	WESTERN EXTERMINATORS	39.50	
		Voucher:	6584788	11/30/2018	WESTERN EXTERMINATORS	44.00	
			6635549	11/30/2018	WESTERN EXTERMINATORS	149.00	
			6635550	11/30/2018	WESTERN EXTERMINATORS	78.00	
			6622789	11/30/2018	WESTERN EXTERMINATORS	200.00	
			6635551	11/30/2018	WESTERN EXTERMINATORS	195.00	
			6630373	11/30/2018	WESTERN EXTERMINATORS	40.00	
			6630374	11/30/2018	WESTERN EXTERMINATORS	65.50	
			6566781	11/30/2018	WESTERN EXTERMINATORS	195.50	
			6631427	11/30/2018	WESTERN EXTERMINATORS	114.50	
			6566920	11/30/2018	WESTERN EXTERMINATORS	143.50	
			6617725	11/30/2018	WESTERN EXTERMINATORS	280.00	
81222	1/22/2019	00000058 XEROX CORP	95412383	12/31/2018	WESTERN EXTERMINATORS	275.00	1,819.50
		Voucher:	95332620	12/31/2018	COPIER LEASE AGRMNT-NO'	637.35	
			95332625	12/31/2018	COPIER LEASE AGRMNT-NO'	283.01	
			95332629	12/31/2018	COPIER LEASE AGRMNT-NO'	263.54	
			95332626	12/31/2018	COPIER LEASE AGRMNT-NO'	446.84	
			95332623	12/31/2018	COPIER LEASE AGRMNT-NO'	283.01	
			95332631	12/31/2018	COPIER LEASE AGRMNT-NO'	399.17	
			95332624	12/31/2018	COPIER LEASE AGRMNT-NO'	675.43	
			95332621	12/31/2018	COPIER LEASE AGRMNT-NO'	222.97	
			95332622	12/31/2018	COPIER LEASE AGRMNT-NO'	223.04	
			95332634	12/31/2018	COPIER LEASE AGRMNT-NO'	212.39	
			95332619	12/31/2018	COPIER LEASE AGRMNT-NO'	212.45	
			95332618	12/31/2018	COPIER LEASE AGRMNT-NO'	223.11	
			95332633	12/31/2018	COPIER LEASE AGRMNT-NO'	223.04	
			95332617	12/31/2018	COPIER LEASE AGRMNT-NO'	154.07	
			95332636	12/31/2018	COPIER LEASE AGRMNT-NO'	547.61	
			95332627	12/31/2018	COPIER LEASE AGRMNT-NO'	263.69	
			95332635	12/31/2018	COPIER LEASE AGRMNT-NO'	376.59	
						311.31	5,958.62

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81223	1/22/2019	00000062 ZIEGLER'S HARDWARE& SUP	7326	12/15/2018	PLUMBING PARTS FOR CITY	41.84	
		Voucher:	7309	12/12/2018	HARDWARE SUPPLIES FOR S	44.04	
			7316	12/13/2018	SUPPLIES FOR REPAIRS AT C	20.11	
			7342	12/18/2018	REPLACEMENT STEMS FOR	57.29	
			7335	12/17/2018	FOR AUDITORIUM SMOKE DE	34.14	197.42

Sub total for BANK OF THE WEST: 1,009,031.83

196 checks in this report.

Grand Total All Checks: 1,009,031.83

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 01/22/2019

PART II a

apChkLst

01/10/2019 9:39:20AM

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
81014	1/10/2019	00000437 AFLAC Voucher:	Ben245682	1/10/2019	AMERICAN FAMILY LIFE INS.:	635.82	635.82
81015	1/10/2019	00002417 AMERICAN FIDELITY ASSURANCE Voucher:	Ben245670	1/10/2019	AMERICAN FIDELITY (ABT): P	450.32	450.32
81016	1/10/2019	0011469 CALIFORNIA DENTAL NETWORK Voucher:	Ben245674	1/10/2019	CALIFORNIA DENTAL NETWC	3,085.06	
81017	1/10/2019	0011535 CDTFA Voucher:	Ben245708 Ben245204	1/10/2019 12/18/2018	CALIFORNIA DENTAL NETWC CA DEPT OF TAX & FEE ADMI	13.70 386.68	3,098.76 386.68
81018	1/10/2019	00000438 COLONIAL INSURANCE CO. Voucher:	Ben245672	1/10/2019	COLONIAL INSURANCE CO: F	4,973.45	4,973.45
81019	1/10/2019	0009920 OCSE CLEARINGHOUSE SDU Voucher:	Ben245688	1/10/2019	GARNISHMENT - AR CHILD S	324.00	324.00
81020	1/10/2019	00002421 POLICE MANAGEMENT ASSO Voucher:	Ben245680	1/10/2019	POLICE MANAGEMENT ASSC	1,800.00	1,800.00
81021	1/10/2019	00000335 POLICE OFFICERS ASSOCIAT Voucher:	Ben245678	1/10/2019	POLICE ASSOCIATION DUES:	5,700.00	5,700.00
81022	1/10/2019	0011466 PRINCIPAL LIFE INSURANCE Voucher:	Ben245662 Ben245710	1/10/2019 1/10/2019	PRINCIPAL DENTAL PPO (MIS LIFE INSURANCE: PAYMENT	31,286.48 11.65	31,298.13
81023	1/10/2019	0011467 RELIANCE STANDARD Voucher:	Ben245668	1/10/2019	LONG TERM DISABILITY: PAY	3,796.14	
81024	1/10/2019	0008951 SENCION, CARMEN Voucher:	Ben245712 Ben245686	1/10/2019 1/10/2019	LONG TERM DISABILITY: PAY SPOUSAL SUPPORT-E. SENC	8.54 553.85	3,804.68 553.85
81025	1/10/2019	0011468 SUPERIOR VISION SERVICES Voucher:	Ben245664 Ben245714	1/10/2019 1/10/2019	SUPERIOR VISION MISC.: PA' SUPERIOR VISION MISC.: PA'	4,016.84 7.32	4,024.16
81026	1/10/2019	0008005 U.S. BANK-PARS ACCT#67460 Voucher:	Ben245684	1/10/2019	PARS 11.87%: PAYMENT	749.66	749.66
81027	1/10/2019	00000334 UNITED WAY OF GREATER LC Voucher:	Ben245676	1/10/2019	UNITED WAY: PAYMENT	38.66	38.66

14 checks in this report.

Sub total for BANK OF THE WEST:

Grand Total All Checks:

57,838.17

57,838.17

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 01/22/2019

PART II b

apChkLst

01/16/2019 8:58:06AM

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
1610	1/10/2019	00000004	NATIONWIDE RETIREMENT SBen245690	1/10/2019	DEF COMP NATIONWIDE: PA	75,824.98	75,824.98
	Voucher:						
1611	1/10/2019	00000343	PUBLIC EMPLOYEES RETIREIBen245692	1/10/2019	PERS RETIREMENT: PAYMEN	207,654.65	207,654.65
	Voucher:						
1612	1/10/2019	00001186	EMPLOYMENT DEVELOPMENBen245694	1/10/2019	SDI: PAYMENT	47,284.76	47,284.76
	Voucher:						
1613	1/10/2019	00002370	INTERNAL REVENUE SERVICIBen245696	1/10/2019	MEDICARE: PAYMENT	143,795.85	143,795.85
	Voucher:						
1618	1/10/2019	00004836	SEIU LOCAL 721 CTW CLC-23Ben245698	1/10/2019	SEIU DUES: PAYMENT	3,210.24	3,210.24
	Voucher:						
1620	1/10/2019	00004996	SEIU-COPE LOCAL 721, LA/OCBen245702	1/10/2019	SEIU- COPE LOCAL 721 DEDI	51.50	51.50
	Voucher:						
1621	1/10/2019	00004988	CHILD SUPPORT ON-LINE, STBen245704	1/10/2019	CHILD SUPPORT-ONLINE: PA	2,163.81	2,163.81
	Voucher:						
11237577	1/8/2019	00004708	PERS HEALTH PLAN Ben244642	12/13/2018	MEDICAL HMO ANTHEM SELI	378,684.22	378,684.22
	Voucher:						

Sub total for BANK OF THE WEST: 858,670.01

8 checks in this report.

Grand Total All Checks: 858,670.01

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 01/22/2019

PART III

apChkLst
01/10/2019 4:30:14PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81030	1/10/2019	00004934 GAS COMPANY	013 900 7300 3-12	12/14/2018	BILLING PRD- 11/09/18 - 12/12/18	1,292.82	
		Voucher:	189 300 9500 7-12	12/19/2018	BILLING PRD- 11/14/18 -12/17/18	1,264.09	
			186 100 7200 3-12	12/14/2018	BILLING PRD- 11/13/18-12/14/18	1,044.81	
			094 300 7500 3-12	12/18/2018	BILLING PRD- 11/13/18 - 12/14/18	154.33	
			045 400 7300 6-12	12/14/2018	BILLING PRD- 11/09/18 - 12/12/18	40.00	
			04920079029	12/1 12/17/2018	BILLING PRD- 11/12/18 - 12/04/18	28.00	
			083-407-6536-4 1:	12/26/2018	BILLING PRD- 11/20/18 -12/20/18	14.90	3,838.95
Sub total for BANK OF THE WEST:						3,838.95	3,838.95

1 checks in this report.

Grand Total All Checks:

3,838.95

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 01/22/2019

TOTALS

FISCAL YEAR 2018/2019

TOTAL AP PART I	1,009,031.83
TOTAL PAYROLL PART II a - 01/10/2019	57,838.17
TOTAL PAYROLL PART II b - 01/10/2019	858,670.01
TOTAL PREPAID PART III - 01/10/2019	3,838.95
	TOTAL 1,929,378.96
VOIDS	(\$1,200.00)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(\$335,753.18)
TOTAL	1,592,425.78

