SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, May 28, 2024 at 6:30 p.m.

# SOUTH GATE COUNCIL CHAMBERS
# 8650 CALIFORNIA AVE
# SOUTH GATE, CA 90280

# VIEW MEETING LIVE ONLINE AT:
# HTTPS://YOUTUBE.COM/@SOUTHGATECA90280

## City Officials

| | |
|---|---|
| **MAYOR,** Gil Hurtado | **CITY CLERK,** Yodit Glaze |
| **VICE MAYOR,** Maria Davila | **CITY TREASURER,** Jose De La Paz |
| **COUNCIL MEMBER,** Maria del Pilar Avalos | **CITY MANAGER,** Rob Houston |
| **COUNCIL MEMBER,** Joshua Barron | **CITY ATTORNEY,** Raul F. Salinas |
| **COUNCIL MEMBER,** Al Rios | |

**If you would like to participate in this meeting, you can participate via the following options:**

**1. VIEW THE MEETING LIVE ONLINE AT: https://youtube.com/@SouthGateCA90280**
**Please allow up to 24 hours after the meeting for the archive to be available.**
**2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.**
**3. ATTEND THE MEETING IN PERSON**
***The disruption in service of any alternative method does not prelude the City Council or other legislative**
**body from taking further action and moving forward on the agenda.**

**Meeting Schedule**

The regular meetings of the City Council are held on the second and fourth Tuesday of each month,

closed session business will usually commence at 5:30 p.m., when scheduled, and general business session will commence at 6:30 p.m.

**Brown Act**

Agendas are drafted to accurately state what the legislative body is being asked to consider. The legislative body can take action on "all items" listed on the agenda and be in compliance with the open meeting laws. Under the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The governing body may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

**City's Vision Statement**

We envision a thriving, safe and inclusive community where everyone has the opportunity to access exceptional services, education and support to be resilient and live full, vibrant lives.

**Public Communications**

Public Comments on agenda items are limited to three (3) minutes. All comments are to be addressed directly to the Agency Members not to the members of the public.

Emails for public comment received prior to 12pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

## Call to Order/Roll Call With Invocation & Pledge

**CALL TO ORDER:** Gil Hurtado, Mayor

**INVOCATION:** Steve Costley, Director of Parks and Recreation

**PLEDGE OF ALLEGIANCE:** Eric Mirzaian, Deputy Director-Field Operations

**ROLL CALL:** Yodit Glaze, City Clerk

## Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is $790 monthly regardless of the amount of meetings.

## Proclamations, Certificates, Introductions And Ceremonial Actions

## Public Hearings

### 1. Introduce an Ordinance granting a 10-Year Franchise Agreement to Pacific Pipelines Systems, LLC

Following the conclusion of the public hearing, the City Council will consider waiving the reading in full and introducing an **Ordinance** granting a ten-year franchise agreement to Pacific Pipeline System, LLC., to use, maintain, repair, and replace pipelines beneath specified public streets, together with related appurtenances, for transmitting and

distributing oil and oil products. (PW)

Documents:

Item 1 Report 05282024.pdf

**2. Resolution ordering the levy of annual assessment for FY 2024/25 for Street Landscape and Lighting Maintenance District**

Following the conclusion of the public hearing, the City Council will consider adopting a **Resolution** ordering the levy of the Fiscal Year 2024/25 Annual Assessment for the Street Lighting and Landscaping Maintenance District No. 1. (PW)

Documents:

Item 2 Report 05282024.pdf

**3. Consider Appeal of the Planning Commission's denial of a zone change request**

Following the conclusion of the Public Hearing, the City Council will consider: (CD)

a. Upholding the action taken by the Planning Commission at its April 16, 2024, meeting, by adopting a **Resolution** attached hereto;

b. Or, in the alternative, reversing the Planning Commission action by adopting a Resolution attached hereto, which is a Resolution of Intent to adopt an ordinance amending the City's Zoning Code to remove certain restrictions on the size and location of warehouses in the City's Urban Mixed Use and Commercial Industrial zones; or

c. Take other such action as the City Council may determine.

Documents:

Item 3 Report 05282024.pdf

## Comments From The Audience - Non-Agenda Items

During this time, members of the public may address the City Council regarding any items not listed on the agenda and within the subject matter jurisdiction of the City Council and not on this agenda. Comments from the audience will be limited to three (3) 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. The collective initial period of time for comments from the audience shall be limited to 45 minutes. Any speaker that did not get a chance to speak during this segment due to the 45-minute limitations will be able to speak at the end of the meeting prior to adjournment.

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/interfere, other actions which disrupt 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 Section1.04.110.

## 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.

## Consent Calendar Items

Agenda Items **4, 5, 6, 7, 8, 9, 10, 11, 12, 13,** and **14** 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. Members of the public are permitted to speak on any item listed but their time period is limited to three (3) minutes in total.

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.

**4. Ordinance granting a 10-Year Franchise to Tesoro SoCal**

The City Council will consider: (PW)

a. Adopting **Ordinance No. 2024-23-CC** granting a ten-year franchise from February 27, 2024, through and including February 26, 2034, to Tesoro SoCal Pipeline Company, LLC., to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing oil and oil products, within the City; and

b. Appropriating $23,208 in additional franchise fees to the General Fund revenue estimates for FY 2024/25 and $10,470 plus consumer price index increase, annually, thereafter.

Documents:

Item 4 Report 05282024.pdf

**5. Resolution declaring a continued emergency and authorizing repair, replacement, or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK without public bidding, pursuant to the Emergency Contracting Procedures of the South Gate Municipal Code and the California Public Contract Code**

The City Council will consider making a finding and adopting a **Resolution** declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public

bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code. (PW)

Documents:

Item 5 Report 05282024.pdf

**6. Resolution approving Parking Restrictions on Southern Avenue**

The City Council will consider: (PW)

a. Adopting a **Resolution** to prohibit overnight parking on portions of Southern Avenue and Southern Place adjacent to South Gate Park between the hours of 11:00 P.M. and 7:00 A.M. of the day following; and

b. Approving finding that the Resolution prohibiting overnight parking is exempt from CEQA.

Documents:

Item 6 Report 05282024.pdf

**7. Resolution amending Resolution No. 6454 (Salary Resolution And Position Classification Plan) approving the update to the Job Classification Specification for the Housing Assistant in the Community Development Department**

The City Council will consider adopting a **Resolution** amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve the update to the classification specification for the full-time position of Housing Assistant in the Community Development Department. (HR)

Documents:

Item 7 Report 05282024.pdf

**8. Resolution Denouncing Digital Discrimination**

The City Council will consider adopting a **Resolution** denouncing digital discrimination. (CM)

Documents:

Item 8 Report 05282024.pdf

**9. Amendment No. 1 to Contract No. 2023-99-AC with Engineering Design Analysis, Inc. for Sports Center HVAC Project, City Project No. 712-PRK**

The City Council will consider: (PW)

a. Approving **Amendment No. 1 to Contract No. 2023-99-AC** with Engineering Design Analysis, Inc., (EDA) to provide design services to modify the design plans of the Sports

Center HVAC Project, City Project No. 712-PRK, at a cost not to exceed $30,000;

b. Appropriating $1,200,000 in Rendon 2023, State of California Grant Funds to fully fund the design and construction of the Sports Center HVAC Project, City Project No. 712-PRK; and

c. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2023-99-AC in a form acceptable to the City Attorney.

Documents:

Item 9 Report 05282024.pdf

**10. Agreement with Golden Meters Services, Inc. for Professional Services for the Lead and Copper Rule Revisions**

The City Council will consider: (PW)

a. Approving a **Professional Services Agreement** with Golden Meters Service, Inc., to provide services to complete the Lead and Copper Rule Revisions, City Project No. 724-WTR as necessary to meet new Federal requirements, in an amount not-to-exceed $683,000;

b. Appropriating $683,000 in Water Funds to fully fund the Lead and Copper Rule Revisions, City Project No. 724-WTR; and

c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

Item 10 Report 05282024.pdf

**11. General Service Agreement with Conservation Corps of Long Beach**

The City Council will consider: (PARKS)

a. Accept $574,497 in grant funding from the State of California, OPR/California Volunteers program; an

b. Enter into a **General Services Agreement** with the Conservation Corps of Long Beach ("CCLB") for various Workforce Development projects within the City; and

c. Appropriating $568,497 in grant funds from OPR/California Volunteers, Californians for All Youth Workforce Program to account #100-460-61-6646 to pay for the General Services Agreement with the Conservation Corps of Long Beach; and

d. Authorize the Mayor to sign the agreement in a form approved by the City Attorney; and

e. Delegate authority to the Director of Parks & Recreation, or his designee, to sign and submit any additional documents including, but not limited to, applications, agreements, amendments, and payment requests which may be necessary for the completion of the General Services agreement.

Documents:

Item 11 Report 05282024.pdf

**12. Purchase of Edge Network Switches**

The City Council will consider: (ADMIN SVCS)

a. Authorizing the issuance of a Purchase Order to VectorUSA for edge data network switches for remote-sites, licensing, three years of maintenance and the necessary network design, implementation, and training services in the amount of $176,262;

b. Authorizing the City Manager or his designee, to execute the Purchase Order and all related contractual documents, in a form approved by the City Attorney.

Documents:

Item 12 Report 05282024.pdf

**13. Certain Items as Surplus Property**

The City Council will consider declaring various vehicles and equipment listed in Attachment A as surplus property and authorizing the sale of these items at auction. (ADMIN SVCS)

Documents:

Item 13 Report 05282024.pdf

**14. Minutes**

The City Council will consider: (CLERK)

a. Approving the Special and Regular Meeting minutes of April 9, 2024; and

b. Approving the Special and Regular Meeting minutes of April 23, 2024.

Documents:

Item 14 Report 05282024.pdf

## Reports, Recommendations And Requests

**15. Receive Military Equipment Annual Report and renewing South Gate Municipal Code for Military Equipment Policy**

The City Council will consider: (PD)

a. Receiving and filing the Annual Military Equipment Report;

b. Finding this matter to be exempt under CEQA per Section 15061(b)(3) of CEQA Guidelines; and

c. Renewing South Gate Municipal Code 1.39.010 (Military Equipment Policy).

Documents:

Item 15 Report 05282024.pdf

**16. Presentation of the 2023/24 Strategic Plan**

The City Council will consider receiving Council Strategic Goal List and review proposed priority project list designed to support the City Council Goal list. Approve Council Goals and priority project list to set 2024 priorities. (CM)

Documents:

Item 16 Report 05282024.pdf

**17. Approve warrant register for May 28, 2024**

The City Council will consider approving the Warrant Register for May 28, 2024. (ADMIN SVCS)

| | |
|---|---|
| Total of Checks: | $2,900,424.50 |
| Less: Voids | $ 0.00 |
| Less: Employee Payroll Deductions | $ (439,094.16) |
| Grand Total: | $2,461,330.34 |

Documents:

Item 17 Report 05282024.pdf

## Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on May 23, 2024, at 3:30 p.m., as required by law.

Yodit Glaze
City Clerk

## GENERAL NOTICE TO THE PUBLIC

The City Council adopted new rules relating to the conduct of the public meetings, proceedings, and business in the City of South Gate on July 12, 2022, (Resolution 2022-38-CC) and go into effect on August 1, 2022. Resolution #2022-38-CC is available at the City Clerk's Office.

## MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session meetings will commence at 5:30 p.m. unless posted otherwise on its agenda. The regular City Council meetings will commence at 6:30 p.m. Agendas are available at the following locations: City Clerk Office, Public Notice Boards at City Hall, and on the City's web page at https://www.cityofsouthgate.org

The Public can sign up to receive automatic notices of postings of agendas for the City Council or any other Commission or Board of the City of South Gate. Visit the City webpage and click on the Agenda & Minutes icon. That will take you the page where an individual can enter their email in the "Email Updates" box to register.

## PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers first. After all speakers in the Chambers have spoken, the Presiding Officer will call upon those participating via zoom or teleconference.

Speakers are limited to three (3) minutes on any item listed on the agenda, including public hearings. Under Comments from the Audience portion, speakers are also limited to a single three (3) minutes time limit. Comments from the Audience is initially limited to 45 minutes at each meeting. Any speaker still wishing to speak, that did not speak, will have an addition Comments from the Audience opportunity after the last business item is finished. The Presiding Officer may extend the time limit as long as there is no objection from the City Council as a body.

To ensure that the public is able to participate, the City provides the opportunity to submit their comments in person, virtually, email, phone call, mail and any other method which may become available. Methods of participation may be subject to change during other such times when a State of Emergency, Health Order or State Executive Order limits in-person participation.

## CURFEW

In absence of a motion duly adopted by majority vote of the City Council, the Presiding Officer may adjourn the City Council meetings at 10:30 p.m. The Presiding Officer may ask the City Council if any agenda items listed should be continued or dealt with during the meeting. For those items to be continued, the City Council can direct the item be placed on the next City Council agenda or the current meeting may be adjourned to a time certain at which time the meeting shall be reconvened as an Adjourned Regular Meeting of the City Council and action upon the published agenda continued.

## STAFF REPORTS

As a general rule, staff reports. or other written documentation are prepared/organized with respect to each item of business listed on the agenda. Meeting agendas and staff reports are available at least 72-hours prior to the scheduled regular City Council meeting and a minimum of 24-hours prior to a Special City Council meeting. There are times when the City Council receives written material. revised material after the posting of agendas, these materials are become a public record and will be available for public view within 72-hours after the meeting in which they were received. Those materials and any other public document can be inspected in the City Clerk's Office located at 8650 California Avenue, South Gate.

**SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS**

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. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

Office of the
South Gate City Clerk

MAY 22 2024

FILED

2:35 PM

# Item No. 1

# *City of South Gate*

CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**

Originating Department: **Public Works**

*Department Head:* _____ *City Manager:* _____

*Arturo Cervantes* *Rob Houston*

**SUBJECT: ORDINANCE GRANTING A FRANCHISE AGREEMENT TO PACIFIC PIPELINE SYSTEM, LLC., AND SETTING A PUBLIC HEARING FOR MAY 28, 2024**

**PURPOSE:** To introduce an ordinance to grant a franchise renewal to Pacific Pipeline System, LLC., ("PPS") for a 10-year term for an existing oil pipeline known as Pipeline No. 063 ("Pipeline 063"), which were recently covered under Ordinance No. 2321. Introduction of the proposed ordinance is the second of three actions required by the City Council to renew the franchise.

**RECOMMENDED ACTIONS:** Following the conclusion of the public hearing, the City Council will consider waiving the reading in full and introducing an Ordinance granting a ten-year franchise agreement to Pacific Pipeline System, LLC., to use, maintain, repair, and replace pipelines beneath specified public streets, together with related appurtenances, for transmitting and distributing oil and oil products.

**FISCAL IMPACT:** If the City Council adopts the Ordinance granting the franchise agreement, PPS will pay the City a one-time granting fee and annual fees, as summarized below.

| | Annual Fees | Granting Fee | Total |
|---|---|---|---|
| **Year 1** | $1,100 | $12,943 | $14,043 |
| **Year 2 to 10** | $10,945 | | *$10,945 |
| **Total** | **$12,045** | **$12,943** | **$24,988** |

* Assumes an annual CPI increase of 2%.

There will be an increase in revenue. The annual amount received under the previous franchise agreement was $1,000 average per year for a grand total of $21,717 including the Granting Fee. Negotiations have increased that amount to $1,100 per year plus an annual CPI increase for a total estimated revenue of $24,988 inclusive of a CPI increase and granting fee.

The granting fee is consistent with Section 13.10.010 (Rates – General), of Chapter 13.10 (Compensation), Division 1 (Oil, Gas, and Water Pipelines), of Title 13 (Franchises) of the South Gate Municipal Code. The annual rate is set in compliance with California Public Utilities Code 6231.5 subsection (e)(2), which applies to utility pipelines that are not publicly owned. It authorizes an annual franchise fee in an amount

agreed to by the applicant and the municipality, or an annual franchise fee computed by multiplying the sum of one-half of the nominal internal diameter of the pipe, expressed in inches, by the number of lineal feet of the pipe within the public streets, ways, alleys, or other public places within the municipality.

**NOTICING PROCEDURES:** Before the City Council can grant a Franchise Agreement, California Public Utility Code Sections 6232 *et seq.* requires a public hearing. A public hearing notice was duly published in *The Los Angeles Wave*, a newspaper of general circulation on May 2, 2024.

**ANALYSIS:** The City regulates utility companies that have facilities that occupy the public right-of-way through franchise agreements. The City's 10-year franchise with PPS expired on April 8, 2024. PPS provided a Letter of Interest to the City on March 11, 2024, stating their interest in renewing the franchise agreement for the pipeline located on Miller Way, between Garfield Avenue and Vinvale Terminal, which was granted under Ordinance No. 2321. Before the City can award a franchise, the California Public Utility Code Section 6232 *et seq.*, requires the City Council to hold a public hearing to introduce an ordinance granting the franchise agreement.

The proposed Franchise Agreement is identical to the current Franchise Agreement except for its effective period, term, and fees. Highlights of the proposed Franchise Agreement include:

- Covers Pipeline No. 063.
- A 10-year term from April 9, 2024 to April 8, 2034.
- Terms and conditions which are in accordance with California Public Utilities Code Section 6201 and Ordinance.
- Pipeline maintenance in accordance with all city, county, state, and federal ordinances, statutes, rules, regulations, and other laws.
- Establishing liability insurance, bond, and indemnity requirements.
- Setting the franchise payment, and the rules and requirements under which the PPS franchise will be required to operate.
- Providing an emergency response plan meeting the requirements of federal and state law. The plan must be comprehensive and provide a 24-hour notification program and emergency response services, including traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem. It also requires repairs of public streets, alleys, or parkways within seventy-two (72) hours.

The Pipelines carry gasoline and diesel products, and are the only pipelines owned by PPS within the City. The Pipelines are located within 500 feet of the residential and school zones. The safety standard referenced in the Franchise Agreement requires the operation of the Pipelines in accordance with Government Code Section 51010. Under this code, the State Fire Marshall exercises exclusive safety regulatory and enforcement authority over hazardous liquid pipelines and may implement the federal Hazardous Liquid Pipeline Safety Act (49 U.S.C. Sec. 2001 et seq.) and federal pipeline safety regulations, as necessary to obtain annual federal certification. Thus, the Pipelines must be used, operated, repaired, or modified in accordance with the safety regulations set by the California State Fire Marshal, further, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 (Special Provisions for Oil Pipelines), Division 1 (Oil, Gas and Water Pipelines), of Title 13

(Franchises) of the South Gate Municipal Code. The State Fire Marshal is further required to annually inspect the Pipelines to ensure compliance with laws and regulations. PPS is required to submit certified test results for the pipelines subject to the provision of the Pipeline Safety Act of 1981.

**BACKGROUND:** PPS owns and operates two existing pipelines in the City ("Pipelines"). The Pipelines carry gasoline and diesel products and have been in place since at least 1994. They have been operated by several oil and pipeline companies under several City franchises. The Pipelines are covered by separate franchises, as follows:

- Pipeline No. 063 is covered under Ordinance No. 2321. This ten-year ordinance was adopted on April 9, 2014 and expired on April 8, 2024. Pipeline No. 063 is a 14-inch diameter, 1/4-mile-long pipeline located on Miller Way, between Garfield Avenue and Vinvale Terminal. The pipeline services the Vinvale Terminal, which is a 35-acre terminal used to store gasoline and diesel fuel products for delivery by tanker trucks.

- Pipeline No. 2000 is covered under Ordinance No. 2337. The franchise expires on September 13, 2026. This pipeline is a 20-inch diameter, 1-mile-long pipeline located on Alameda Avenue, between Southern Avenue and the south City limit.

The most recent franchise, Ordinance No. 2321, was adopted by the City Council on April 9, 2014, and expired on April 8, 2024. PPS has requested that the franchise for Pipeline No. 063 be renewed for a 10-year term. South Gate Municipal Code, Section 13.08.010, allows the term of the franchise to be twenty-five years. To better manage pipelines within the City, it is the practice of the City to issue franchises on a ten-year term basis in order to ensure the pipelines are well maintained. The proposed Resolution will extend the term of the franchise for an additional ten years, commencing retroactively on April 8, 2024, and expiring on April 8, 2034. Introduction of the proposed ordinance is the second of three actions required by the City Council to renew the franchise. The schedule for issuing the Franchise Agreement is as follows:

| Action | Description | Date |
|---|---|---|
| 1 | Adopt a Resolution declaring the intention to grant a franchise to PPS. | 4/23/2024 |
| 2 | Conduct a public hearing and introduce an ordinance granting a ten-year franchise to PPS. At the conclusion of the public hearing, the City Council may overrule, deny, or deem insufficient any oral or written protests, and may then grant the franchise. | 5/28/2024 |
| 3 | Adopt the Ordinance (Franchise) | 6/11/2024 |

Renewal of the Franchise Agreement is recommended for the reasons following:

- Granting the Franchise Agreement to PPS will automatically bestow rights upon the City and create obligations that must be performed by PPS for the benefit of the City, pursuant to Article 4 (Public Utilities Code §§ 6291 through 6302) of California's Franchise Act of 1937, including the following:
    - The City shall have the right to terminate the franchise and/or sue PPS for any failure to properly perform PPS's obligations under the franchise.

- Requires PPS to comply with ordinances and policies adopted by the City Council relative to the location and maintenance of the Pipeline and any appurtenances.
- Provides compensation to the City for the cost of any repairs to public property made necessary by PPS's operations under the franchise.
- Requires PPS to indemnify and defend the City from and against damages resulting from PPS's operations under the franchise.
- Obligates PPS, at its expense, to remove and relocate the Pipeline where necessary due to changes of grade, alignment, or width of public streets.
- Obligates PPS to notify the City upon any sale, transfer, assignment or lease of the franchise or any rights granted thereunder.
- Requires PPS to provide a corporate surety bond, savings and loan certificates or shares which the City can use as liquidated damages should PPS fail to fulfill the Franchise Agreement requirements.

- As noted above, Franchise Agreement 2321 requires to file annual reports with the City confirming the maintenance and operation of the Pipeline is in compliance with federal and state law. PPS has been conducting inspections and testing of the Pipelines using advanced inspection technologies and other best management practices. Evidence available to the City indicates that the Pipelines have been properly maintained by PPS.
  - The California Government Code (Section 51010) authorizes the State Fire Marshall to inspect the pipelines. Staff communicated with the Division Chief of the Office of the State Fire Marshall on April 22, 2024.
  - According to the State Fire Marshall, PPS "has been performing maintenance and inspections of the Pipelines pursuant to the California Safety Act and U.S. Code of Federal Regulations (CFR). Pursuant to CFR, a pipeline operator must inspect its pipeline at intervals of not to exceed five years. Pipeline No. 063 was hydrostatically inspected on March 25 and March 28, 2024, and the Pipelines are in compliance with the requirements set forth by the Federal Department of Transportation Requirements."

Compliance with CEQA: The Pipelines are determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. Section 15301 provides for exemption of the proposed pipeline franchise, because the project consists of the operation of existing facilities, involving negligible or no expansion of an existing use.

**ATTACHMENTS:**

A. Proposed Ordinance
B. Notice of Public Hearing
C. Ordinance No. 2321
D. Letter from the Office of State Fire Marshall
E. Location Map

KT:lc

**ORDINANCE NO.____**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, GRANTING A TEN (10) YEAR FRANCHISE RENEWAL TO PACIFIC PIPELINE SYSTEM, LLC., TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE**

**WHEREAS,** Pacific Pipeline System, LLC., a Delaware limited liability company ("PPS"), has requested, in accordance with California Public Utility Code Section 6231, that the City grant PPS a franchise for the use of one existing pipeline: a 1,363 foot long, 14-inch diameter pipeline located beneath part of Miller Way, Garfield Avenue and ending at the Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 063");

**WHEREAS,** on March 10, 2009, the City Council adopted Ordinance No. 2258 to extend the franchise agreement with the City of South Gate relative to Pipeline No. 063 for an additional five years from April 9, 2009 through and including April 8, 2014;

**WHEREAS,** on September 9, 2014, the City Council adopted Ordinance No. 2258 to extend the franchise agreement with the City of South Gate relative to Pipeline No. 063 for an additional ten years from April 9, 2014 through and including April 8, 2024;

**WHEREAS,** the franchise granted by Ordinance No. 2258 expired on April 8, 2024, and PPS wishes to enter into a new franchise with the City of South Gate relative to Pipeline No. 063, retroactive to April 9, 2024;

**WHEREAS,** the City Council, pursuant to applicable federal, state and local law, is authorized to grant franchises within the City of South Gate;

**WHEREAS,** on April 23, 2024, the City Council adopted a Resolution declaring the intention granting a ten-year term franchise to PPS;

**WHEREAS,** on May 2, 2024, a Notice of Public Hearing was published in the Los Angeles Wave, a newspaper meeting the statutory qualifications for publishing such notices;

**WHEREAS,** on May 28, 2024, the City Council held a duly noticed Public Hearing to introduce an Ordinance granting a ten-year term franchise to PPS; and

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

**SECTION 1: Definitions**. Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, it is intended that they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

A) The word **"City"** shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
B) The word **"Franchise"** shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtenances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.
C) The word **"Grantee"** shall mean PPS, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
D) The phrase **"Lay and Use"** shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.
E) The phrase **"Pipeline Franchise Ordinance"** shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.
F) The phrase **"Pipelines and Appurtenances"** shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire, where located under, along, across or upon the public streets, ways, alleys, and places in the City.
G) The phrase **"Street"** shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

**SECTION 2: Grant of Franchise.** The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use a system of Pipelines and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below. The City acknowledges that Grantee has already installed two (2) "pipes" known as Line 35 (4" diameter) and Line 63 (14" diameter) within the City of South Gate; the City further acknowledges that Grantee sold Line 35 in 2011 and the City granted a new Franchise to the buyer of Line 35; the City expressly

agrees that the right to install, operate, maintain, use, repair, replace, relocate and remove Line 63, but not Line 35, is included among the rights granted in this Ordinance as part of the Franchise.

**SECTION 3: Conditions.** The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) construction of Pipelines and Appurtenances by the Grantee, at the Grantee's expense and at such time or times as directed by the City.

**SECTION 4: Term.** The Franchise shall be for a term of ten (10) years commencing April 9, 2024 (immediately following the expiration of Grantor's prior Franchise for Line 63) and expiring April 8, 2034, or until such earlier time that:

A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or
B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.
C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

**SECTION 5: Insurance**

A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars ($10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) day's notice to cure has expired, the whole amount of the penal sum shall

be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.

D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

**SECTION 6: Fee.** The Grantee shall pay to the City the following fees pursuant to the following requirements:

A) An initial franchise fee of Twelve Thousand Nine Hundred Forty-Three dollars ($12,943.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.

B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

1. The length of pipe expressed in feet located within the franchised area shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (D), in accordance with the following schedule:

| Pipe size (internal diameter in inches) | Base rate per lineal foot |
|---|---|
| 0-4 | $0.088 |
| 6 | 0.132 |
| 8 | 0.176 |
| 10 | 0.220 |
| 12 | 0.264 |
| 14 | 0.308 |
| 16 | 0.352 |
| 18 | 0.396 |
| 20 | 0.440 |
| 22 | 0.484 |
| 24 | 0.528 |
| 26 | 0.572 |
| 28 | 0.616 |
| 30 | 0.660 |

C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches. The annual fee for the first year, April 9, 2024, to April 8, 2025, shall be

$1,100 plus a one-time granting fee of $12,943.00, after which the fee will increase annually according to the provisions of Section 6 (D).

D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:

(a) The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.

(b) If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars ($100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.

F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.

G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.

H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.

I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

**SECTION 7: Plans.** Within ninety (90) days following the date in which any Pipelines and Appurtenances have been laid or constructed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of all Pipelines and Appurtenances then in place within the Franchise Area, and shall, upon installation of any Pipelines and Appurtenances, or upon change or removal of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, changed or removed Pipelines and Appurtenances as of that day.

**SECTION 8: Additional Conditions.** The Grantee of this Franchise shall:

A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;
B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;
C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;
D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;
E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1 of Title 13 (Franchises) of the South Gate Municipal Code; and
F) Submit certified test results for the pipeline subject to the provision of the Pipeline Safety Act of 1981, California Government Code Section 51010, et seq. The testing shall be conducted as required by the California State Fire Marshal, and certified test results shall be requested by the City from the Fire Marshal. In the event the State Fire Marshal shall fail to provide such certified test results to the City, grantee shall provide such test results to the City upon request; and
G) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

**SECTION 9: Permits.** The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right-of-way. The Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is located with an adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the fire Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code.

A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application, therefore.

B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

**SECTION 10: Emergency Response Plan.**

A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change to such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.

B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police

Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.

D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, Grantee shall pay such costs to City within thirty (30) days after presentation to Grantee of an itemized account of such costs.

**SECTION 11: Records.**

A) Grantee acknowledges that the City's records may not be complete and that Pipes and Appurtenances previously unknown to City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.

B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.

C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the

Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

**SECTION 12: Failure to Comply.**

A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.
B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

**SECTION 13: Removal or abandonment of facilities.**

A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be affected without detriment to the public interest and under what conditions such proposed abandonment or removal may be affected. He or she shall then notify the Grantee of his or her determinations.
B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.
C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

**SECTION 14: Effective Date.** This Ordinance shall take effect and be in force thirty (30) days after its adoption and upon written acceptance thereof is filed by the Grantee with the City Clerk of the City.

[Remainder of page left blank intentionally]

**SECTION 15: Publication Expenses.** The Grantee of this Franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

**SECTION 16: Posting of Ordinance.** The City Clerk shall certify to the adoption of this Ordinance and shall cause same to be published as required by law.

**PASSED, APPROVED** and **ADOPTED** this **11th** day of **June, 2024**.

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raúl F. Salinas, City Attorney

**SOUTH GATE PRESS**

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90015
Telephone (323) 556-5720 / Fax (213) 834-0584

This space for filing stamp only

Office of the
South Gate City Clerk

MAY - 6 2024

FILED

Yodit Glaze, City Clerk
CITY OF SOUTH GATE /CITY CLERK
8650 CALIFORNIA AVE
SOUTH GATE, CA - 90280

PRE#: 3809308

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California )
County of LOS ANGELES ) ss

Notice Type: GPN - GOVT PUBLIC NOTICE

Ad Description:
Introducing Ordinance Granting a Franchise Pacific Pipeline

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SOUTH GATE PRESS, a newspaper published in the English language in the city of SOUTH GATE, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/19/1929, Case No. 273415. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/02/2024

Executed on: 05/03/2024
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

* A 0 0 0 0 0 0 6 7 5 7 6 5 3 *

Email

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 to introduce an Ordinance granting a ten (10) year franchise to Pacific Pipeline System, LLC., to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing petroleum products.
Pacific Pipeline System, LLC., and its successors and assigns will, during the life of the franchise, pay to the City the percentage specified in the proposed Ordinance, that the percentage will be paid annually from the date of the granting of the franchise, and in the event such payment is not made the franchise will be forfeited. A copy of the proposed Ordinance can be reviewed in the City Clerk's office during normal business hours.
DATE: Tuesday, May 28, 2024
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 there testify or present evidence upon any matter relating thereto.
**NOTICE IS HEREBY GIVEN** by order of the City Clerk of said City and is dated April 29, 2024.
/s/Yodit Glaze, City Clerk
5/2/24
PRE-3809308#
SOUTH GATE PRESS

Office of the
South Gate City Clerk
APR 29 2024
FILED

**CITY OF SOUTH GATE**

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Pacific Pipeline System, LLC., and its successors and assigns will, during the life of the franchise, pay to the City the percentage specified in the proposed Ordinance, that the percentage will be paid annually from the date of the granting of the franchise, and in the event such payment is not made the franchise will be forfeited. A copy of the proposed Ordinance can be reviewed in the City Clerk's office during normal business hours.

| | |
|---|---|
| DATE: | Tuesday, May 28, 2024 |
| TIME: | 6:30 p.m. |
| LOCATION: | Council Chambers<br>South Gate City Hall<br>8650 California Avenue<br>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 there testify or present evidence upon any matter relating thereto.

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated April 29, 2024.

Yodit Glaze, City Clerk

Publication date: Thursday, May 2, 2024

Account Number: 100-701-31-6302

**ORDINANCE NO. 2321**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE GRANTING A TEN (10) YEAR FRANCHISE TO PACIFIC PIPELINE SYSTEM, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("PPS"), TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE**

**WHEREAS,** Pacific Pipeline System, LLC, a Delaware limited liability company ("PPS"), has requested, in accordance with California Public Utility Code Section 6231, that the City grant PPS a franchise for the use of one existing pipeline (the "Pipeline"): a 1,363 foot long, 14-inch diameter pipeline located beneath part of Miller Way, Garfield Avenue and ending at the Tesoro Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 063"); and

**WHEREAS,** the most recent such franchise pertaining to the Pipeline was granted on March 10, 2009, when the City Council adopted Ordinance No. 2258 granting an additional 5 year franchise renewal to PPS, to operate the Pipeline; and

**WHEREAS,** the franchise granted by Ordinance No. 2258 expired on April 8, 2014, and PPS wishes to enter into a new franchise agreement with the City of South Gate relative to Pipeline No. 063; and

**WHEREAS,** the City of South Gate, pursuant to applicable federal, state and local law, is authorized to grant franchises within the City of South Gate; and

**WHEREAS,** on September 9, 2014, the City Council adopted Resolution No. 7623 declaring its intention to grant a franchise to PPS; and

**WHEREAS,** on September 18, 2014, a Notice of Public Hearing was published in *The Press*, a newspaper meeting the statutory qualifications for publishing such notices, for a public hearing held on October 14, 2014; and

**WHEREAS,** on October 14, 2014, a public hearing was held to consider the introduction of an Ordinance but was unanimously continued to the City Council Meeting of November 10, 2014; and

**WHEREAS,** on November 10, 2014, the City Council held a public hearing and introduced Ordinance No. 2321.

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

**SECTION 1: Definitions.** Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, it is intended that they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

A) The word **"City"** shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
B) The word **"Franchise"** shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.
C) The word **"Grantee"** shall mean PPS, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
D) The phrase **"Lay and Use"** shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.
E) The phrase **"Pipeline Franchise Ordinance"** shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.
F) The phrase **"Pipelines and Appurtenances"** shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire, where located under, along, across or upon the public streets, ways, alleys, and places in the City.
G) The phrase **"Street"** shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

**SECTION 2: Grant of Franchise.** The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use a system of Pipelines and Appurtenances

for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below. The City acknowledges that Grantee has already installed two (2) "pipes" known as Line 35 (4" diameter) and Line 63 (14" diameter) within the City of South Gate; the City further acknowledges that Grantee sold Line 35 in 2011 and the City granted a new Franchise to the buyer of Line 35; the City expressly agrees that the right to install, operate, maintain, use, repair, replace, relocate and remove Line 63, but not Line 35, is included among the rights granted in this Ordinance as part of the Franchise.

**SECTION 3: Conditions.** The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) construction of Pipelines and Appurtenances by the Grantee, at the Grantee's expense and at such time or times as directed by the City.

**SECTION 4: Term.** The Franchise shall be for a term of ten (10) years commencing April 9, 2014 (immediately following the expiration of Grantor's prior Franchise for Line 63) and expiring April 8, 2014, or until such earlier time that:

A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or
B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.
C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

**SECTION 5: Insurance**

A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.

C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars ($10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.

D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

**SECTION 6: Fee.** The Grantee shall pay to the City the following fees pursuant to the following requirements:

A) An initial franchise fee of eleven thousand two hundred fifty five dollars ($11,255.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.

B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

1. The length of pipe expressed in feet located within the franchised area shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (d), in accordance with the following schedule:

| Pipe size (internal diameter in inches) | Base rate per lineal foot |
|---|---|
| 0-4 | $0.088 |
| 6 | 0.132 |
| 8 | 0.176 |
| 10 | 0.220 |
| 12 | 0.264 |
| 14 | 0.308 |

| | |
|---|---|
| 16 | 0.352 |
| 18 | 0.396 |
| 20 | 0.440 |
| 22 | 0.484 |
| 24 | 0.528 |
| 26 | 0.572 |
| 28 | 0.616 |
| 30 | 0.660 |

C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.

D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:

(a) The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.

(b) If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the Index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars ($100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.

F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.

G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.

H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.

I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

**SECTION 7: Plans.** Within ninety (90) days following the date in which any Pipelines and Appurtenances have been laid or constructed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of all Pipelines and Appurtenances then in place within the Franchise Area, and shall, upon installation of any Pipelines and Appurtenances, or upon change or removal of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, changed or removed Pipelines and Appurtenances as of that day.

**SECTION 8: Additional Conditions.** The Grantee of this Franchise shall:

A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;

B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;

C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately

resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;

D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;

E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and

F) Submit certified test results for the pipeline subject to the provision of the Pipeline Safety Act of 1981, California Government Code Section 51010, et seq. The testing shall be conducted as required by the California State Fire Marshal, and certified test results shall be requested by the City from the Fire Marshal. In the event the State Fire Marshal shall fail to provide such certified test results to the City, grantee shall provide such test results to the City upon request; and

G) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

**SECTION 9: Permits.** The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right-of-way. The Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is located with an adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the fire Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code.

A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.

B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the

curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

**SECTION 10: Emergency Equipment.**

A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.

B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or

such other period as the City Engineer may authorize when required for the protection of the public health and safety.

D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, Grantee shall pay such costs to City within thirty (30) days after presentation to Grantee of an itemized account of such costs.

**SECTION 11: Records.**

A) Grantee acknowledges that the City's records may not be complete and that Pipes and Appurtenances previously unknown to City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.

B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.

C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

**SECTION 12: Failure to Comply.**

A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.

B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

**SECTION 13: Removal or abandonment of facilities.**

A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.

B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.

C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

**SECTION 14: Effective Date.** This Ordinance shall take effect and be in force thirty (30) days after its adoption and upon written acceptance thereof is filed by the Grantee with the City Clerk of the City.

[Remainder of page left blank intentionally]

**SECTION 15: Publication Expenses.** The Grantee of this Franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

**SECTION 16: Posting of Ordinance.** The City Clerk shall certify to the adoption of this Ordinance and shall cause same to be published as required by law.

**PASSED, APPROVED** AND **ADOPTED** this 25th day of November 2014.

**CITY OF SOUTH GATE:**

Henry C. Gonzalez, Mayor

**ATTEST:**

Carmen Avalos, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

Raul F. Salinas, City Attorney

## ORDINANCE CERTIFICATION PAGE

**STATE OF CALIFORNIA )**

**COUNTY OF LOS ANGELES ) SS**

**CITY OF SOUTH GATE )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Ordinance No. 2321 was adopted by the City Council at their Regular Meeting held on November 25, 2014, by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Gonzalez, Davila and Hurtado |
| Noes: | Council Members: | None |
| Absent: | Council Members: | Morales and De Witt |
| Abstain: | Council Members: | None |

Witness my hand and the seal of said City on November 1, 2014.

Carmen Avalos, City Clerk
City of South Gate, California

# Post-Inspection Written Preliminary Findings

*Generated on 2024.April.21 21:51*

This document is for informational purposes only. It does not commit PHMSA or state pipeline safety regulators to any of the findings, analyses, determinations, conclusions or other information contained herein. All the findings, analyses, determinations, conclusions or other information in the document are preliminary in nature and subject to change without notice, at the discretion of PHMSA or state pipeline safety regulators. The absence of findings, analyses, determinations, conclusions or other information in this document does not constitute an approval of an operator's facility, records, or procedures. Future inspections or investigations may identify additional matters of concern regarding topics that were covered during this inspection.

**Date of Transmittal:** 04/22/2024

**Dates of Inspection:** 3/25-28/2024

**Operator:** PLAINS PIPELINE, L.P.

**Operator ID:** 300 (primary)

**Inspection Systems:** N/A

**Assets (Unit IDs) with results in this report:** IUs 0830 C _0830D

**System Type:** HL

**Inspection Name:** Plain STD Annual Pipeline IUs 0830 C _0830D

**Lead Inspector:** Bita Emami

**Operator Representative:** Bill Senner, Sr. Health, Safety & Environmental Specialist, Plains

# Unsatisfactory Results

**No Preliminary Findings.**

# Concerns

**No Preliminary Concerns.**

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safety regulators. The absence of findings, analyses, determinations, conclusions or other information in this document does not constitute an approval of an operator's facility, records, or procedures. Future inspections or investigations may identify additional matters of concern regarding topics that were covered during this inspection.

# PACIFIC PIPELINE SYSTEM LLC

March 11, 2024

**VIA EMAIL**
Mr. Ashford Ball, MPA
City of South Gate
Department of Public Works
8650 California Avenue
South Gate, CA 90280

Dear Mr. Ball,

Pacific Pipeline System, LLC currently has a 10-year pipeline Franchise Ordinance #2321 with the City of South Gate for Line 063. This Franchise Ordinance expires on April 8, 2024. Please accept this written notice that Pacific Pipeline System LLC would like to proceed with renewing this Franchise Ordinance with the City of South Gate.

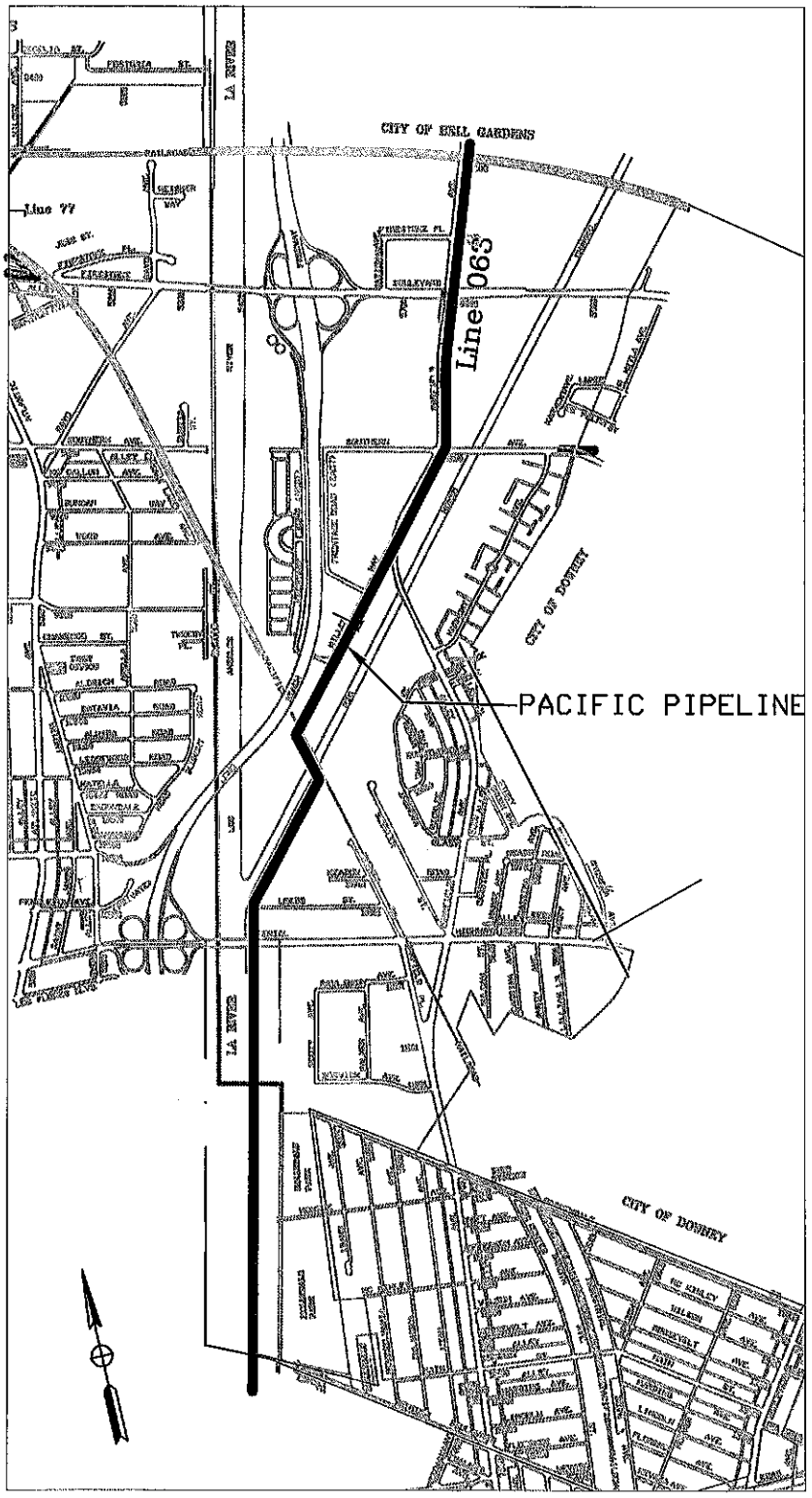
Pacific Pipeline System LLC's Right of Way consultant for this project is Paragon Partners Consultants, Inc. ("Paragon"). Paragon will provide the City of South Gate with any additional information you or your staff may require processing this renewal. If you have any questions or to request information, please contact Melissa Devitt at Paragon. Ms. Devitt can be reached by telephone at (714) 471-9497 or by email at mdevitt@paragon-partners.com

Thank you for your time and consideration.

Sincerely,

Pam Thayer
Senior Director
Land & Contracts

# LOCATION MAP




PACIFIC PIPELINE SYSTEM LLC.

Office of the
South Gate City Clerk

MAY 22 2024

FILED

2:35 PM

# Item No. 2

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**
Originating Department: **Public Works**

***Department Director:*** *Arturo Cervantes* ***City Manager:*** *Rob Houston*

**SUBJECT: RESOLUTION ORDERING THE LEVY OF THE FISCAL YEAR 2024/25 ANNUAL ASSESSMENT FOR THE STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT NO. 1**

**PURPOSE:** To adopt a Resolution ordering the levy of the Fiscal Year 2024/25 Annual Assessment within the Street Lighting and Landscaping Maintenance District No. 1.

**RECOMMENDED ACTION:** Following the conclusion of the public hearing, the City Council will consider adopting a Resolution ordering the levy of the Fiscal Year 2024/25 Annual Assessment for the Street Lighting and Landscaping Maintenance District No. 1.

**FISCAL IMPACT:** The recommended assessment levy is proposed to remain the same. It will generate $1,994,154 for the FY 2024/25. The assessment levy has not been changed since 1993. The costs associated with the Street Lighting and Landscaping Maintenance District are approximately $3,041,636. The deficit of $1,047,482 is funded with Measure R, Gas Tax and Proposition A.

**NOTICING PROCEDURE:** A Public Hearing Notice was duly published in the *Los Angeles Wave*, a local newspaper of general circulation, on May 9, 2024.

**ANALYSIS:** The assessment amount is currently set at $2.38 per adjusted front footage. The total in revenue produced from this assessment has remained constant over the years while the total cost of maintaining the District has increased, leaving an operating shortfall. The revenue for FY2024/25 is estimated to be $1,994,154, while the cost of maintaining the District is estimated to be $3,041,636. There is currently an operating budget deficit of $1,047,482. Staff is not recommending increasing the assessment levy at this time. Any adjustments or creation of a new district/overly would be subject to a Proposition 218 ballot process of impacted property owners.

The City Council has been made aware of the deficit between revenue and expenditure. The direction is to return at a later date with an analysis to review what is necessary to eliminate the deficit.

On April 26, 2016, the City Council authorized a financial analysis to identify alternatives to minimize the funding deficit which would be needed if the City Council wished to conduct Proposition 218 Ballot proceedings for new or increased assessments. A consultant conducted the analysis to determine the feasibility of increasing the assessment within the existing District to cover the revenue shortfall. Feasible alternatives recommended included creating new districts to supplement the revenue from the subject District. New districts are created via separate and independent proceedings. As such, as a part of these proceedings, staff is not planning to propose an increase to the assessment rates.

**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 provides 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 and 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 furniture, streetlights and traffic signals), inclusive of labor and materials.

Annually, the District's funds are levied and collected by the Los Angeles County Assessor's Office (LA County) on behalf of the City in the property tax roll. Several actions from the City Council are required to provide LA County with the authority to levy and collect the assessments, according to LA County requirements and applicable state law. The actions before the City Council are a part of the proceedings necessary to provide such authority.

On February 27, 2024, the City Council adopted Resolution No. 2024-09-CC initiating the proceedings for FY 2024/25 and directing the Engineers Report to be prepared. On April 22, 2024, the City Council adopted Resolution No. 2024-27-CC approving the Engineer's Report and Resolution No. 2024-28-CC declaring the City's intention to levy and collect assessments and setting a public hearing on May 28, 2024. The final steps in the proceedings can be achieved by conducting a public hearing and adopting the proposed Resolution ordering the levy of the assessments. The schedule for the assessment proceedings has been/is as follows:

| **Date** | **Council Action** |
|---|---|
| 2/27/2024 | City Council adopted Resolution No. 2024-09-CC initiating proceedings to levy assessments and to order the preparation of the Engineer's Report. |
| 4/23/2024 | City Council adopted the following Resolutions:<br>1. Resolution No. 2024-27-CC approving the Engineer's Report.<br>2. Resolution No. 2024-28-CC declaring the City's intention to levy and collect assessments and setting a public hearing on May 28, 2024. |
| 5/28/2024 | Conduct a public hearing and adopt a Resolution confirming the area boundary and ordering the levy of annual assessments. |
| 8/07/2024 | Deadline for filing assessment roll. |

An Assessment District creates an authority to levy a fee to a specific geographic area or parcels of land which have been identified as receiving a direct "special benefit" from a public improvement. The District enables the City to provide enhanced levels of landscape maintenance and street lighting along City streets. These landscape and lighting improvements are considered to be of special benefit to the properties within the City boundaries. The funding for the maintenance and services is provided through annual assessments paid by the benefiting property owners within the District. In order for the City to continue to levy and collect assessments within the District for FY2024/25, an Annual Report must be prepared, and the City Council must conduct a public hearing as required by the Landscaping and Lighting Act of 1972.

**ATTACHMENTS:**
A. Proposed Resolution
B. Notice of Public Hearing
C. Resolution No. 2024-09-CC
D. Resolution No. 2024-27-CC
E. Resolution No. 2024-28-CC

KT:lc

**RESOLUTION NO. ____**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, ORDERING THE LEVY OF THE FISCAL YEAR 2024/25 ANNUAL ASSESSMENT FOR THE STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT NO. 1**

**WHEREAS,** the City Council 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 Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District");

**WHEREAS,** on February 27, 2024, the City Council adopted Resolution No. 2023-09-CC initiating proceedings for the annual levy of the Fiscal Year 2024/2025 assessments and ordering preparation of an Engineer's Report for the District;

**WHEREAS**, on April 23, 2024, the City Council adopted Resolution No. 2023-27-CC preliminarily approving the Engineer's Report dated April 22, 2024 ("Engineer's Report") which is necessary to set the assessments for Fiscal Year 2024/25 within the Maintenance District; and

**WHEREAS**, on April 23, 2024, the City Council adopted Resolution No. 2023-28-CC to declare its intention to levy and collect the assessments for Fiscal Year 2024/25 in the Maintenance District, as well as to set a public hearing for May 28, 2024 as a part of the proceedings, and did in fact conduct a public hearing on May 28, 2024;

**WHEREAS**, based upon the Engineer's Report, the following is hereby determined:

1. No new improvements and no substantial changes to existing improvements or zones are proposed for the next fiscal year;
2. Facilities to be maintained are those lighting and landscaping maintenance activities that take place within existing public streets and sidewalk rights-of-ways of the City;
3. The assessments shall remain the same as those levied in FY 2024/25; and

**WHEREAS**, at this time all notice and public hearing requirements have been met relating to the subject proceedings, and the City Council is now satisfied with the assessment and all other matters as contained in the Engineer's Report;

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

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

**SECTION 2.** The City Council does hereby declare that all protests and objections of every kind and nature be, and the same hereby are, overruled and denied.

**SECTION 3.** The City Council does hereby approve the Engineer's Report and orders it to be filed in the Office of the City Clerk as a permanent record which is to remain open for public inspection.

**SECTION 4.** The City Council does hereby confirm that the diagram referenced at Appendix A to the Engineer's Report, and the assessment roll referenced at Appendix B to the Engineer's Report, are as set forth in the Engineer's Report.

**SECTION 5.** The City Council does hereby acknowledge that the adoption of this Resolution constitutes the Fiscal Year 2024/25 annual assessment for the Maintenance District.

**SECTION 6.** The City Council does hereby order that the assessments authorized by this Resolution be used to fund the City's expenditures for the operation, maintenance and servicing of the landscaping, including trees, shrubs, grass and other ornamental vegetation and appurtenant facilities, including irrigation systems and drainage devices, and public lighting facilities, including street lighting improvements, traffic signals and appurtenant facilities, located in public places within the boundaries of the City of South Gate, and for other incidental expenses authorized by the Act.

**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 **28th** day of **May 2024**.

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

**SOUTH GATE PRESS**

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90015
Telephone (323) 556-5720 / Fax (213) 834-0584

This space for filing stamp only

Office of the
South Gate City Clerk

MAY - 6 2024

FILED

Yodit Glaze, City Clerk
CITY OF SOUTH GATE /CITY CLERK
8650 CALIFORNIA AVE
SOUTH GATE, CA - 90280

PRE#: 3809259

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California )
County of LOS ANGELES ) ss

Notice Type: GPN - GOVT PUBLIC NOTICE

Ad Description:
Resolution No. 2024-28-CC

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SOUTH GATE PRESS, a newspaper published in the English language in the city of SOUTH GATE, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/19/1929, Case No. 273415. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/02/2024

Executed on: 05/03/2024
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

*A0000067576 51*

Email

**RESOLUTION NO. 2024-28-CC**
**CITY OF SOUTH GATE**
**LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS UNDER THE FISCAL YEAR 2024/2025 ANNUAL LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND SETTING A PUBLIC HEARING FOR MAY 28, 2024**

**WHEREAS**, the City Council of the City of South Gate, ("City Council") 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 Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District");

**WHEREAS**, on February 28, 2023, the City Council adopted Resolution No. 2023-10-CC initiating proceedings for the annual levy of the Fiscal Year 2023/2024 assessments and ordering preparation of an Engineer's Report for the District;

**WHEREAS**, at this time the City Council desires to undertake proceedings to provide for the annual levy of assessments for the next fiscal year to finance the costs and expenses necessary to pay for the maintenance of the improvements in said Maintenance District; and

**WHEREAS**, the City Council has approved the Engineer's Report, as required by law, and desires to continue with the proceedings for said annual levy.

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

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

**SECTION 2.** The City Council does hereby declare that the public interest and convenience requires, and it is the intention of this legislative body, to levy and collect assessments to pay the annual costs and expenses for the maintenance and/or servicing of such improvements, from those parcels which specially benefit from improvements described below from the above-referenced Maintenance District, and said improvements are generally described as follows

The operation, maintenance and servicing of the following improvements, all within existing public streets or public sidewalks of the City:

1. Landscaping, ornamental vegetation, including trees, shrubs, irrigation systems and drainage facilities, together with appurtenances.
2. Public lighting, street lighting improvements and traffic signals, together with appurtenances.

**SECTION 3.** The City Council does hereby affirm that said works of improvements are of special benefit to the properties within the boundaries of said Maintenance District, which Maintenance District the legislative body previously declared to be the area benefited by said works of improvements, and for particulars, reference is made to the boundary map as previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and open for public inspection, and is designated by the name of this Maintenance District.

**SECTION 4.** The City Council does hereby direct that the annual Engineer's Report, as preliminarily approved by the City Council, shall (pursuant to a separate Resolution adopted by the City Council) promptly be placed on file with the City Clerk, and shall thereafter be accessible for public inspection. Reference is made to

Report for a full and detailed description of the improvements to be maintained, the boundaries of the Maintenance District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Maintenance District.

**SECTION 5.** The City Council does hereby affirm that all costs and expenses of the maintenance work and incidental expenses have been apportioned and distributed to the benefiting parcels in accordance with the special benefits received from the proposed work. No assessments on any parcels within the Maintenance District are to be increased from those as levied for the last fiscal year.

**SECTION 6.** The City Council does hereby give notice that a public hearing is hereby scheduled in the regular meeting place of this legislative body, being the Council Chambers of City Hall, located at 8650 California Avenue, South Gate, CA 90280, on the 28th day of May 2024 at 6:30 p.m.

At that time, the legislative body will consider and finally determine whether to levy the proposed annual assessment, and to hear all protests relating to said proposed proceedings, or the estimate of the cost and expenses of the proposed maintenance, or the proposed annual assessment. Any and all persons interested may file a written protest prior to the conclusion of the hearing referred to herein or, having filed such a protest, may file a written withdrawal of that protest. A written protest must state all grounds of objection. A protest by a property owner must contain a description sufficient to identify the property owned by such person.

Any interested person may mail a protest to the following address:

Yodit Glaze, City Clerk
City of South Gate
8560 California Avenue
South Gate, CA 90280

To be considered by the legislative body, all protests must be received prior to the conclusion of the public hearing. A postmark prior to such date and time will not be sufficient.

**SECTION 7.** The City Clerk is hereby authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in the Los Angeles Wave newspaper, a newspaper of general circulation within the City of South Gate; said publication to be completed not less than ten (10) days prior to the date set for the public hearing.

**SECTION 8.** For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the person designated below:

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

**SECTION 9.**The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED** and **ADOPTED** this 23rd day of **April 2024.**

**CITY OF SOUTH GATE:**
/s/Gil Hurtado, Mayor
**ATTEST:**
/s/Yodit Glaze, City Clerk
(SEAL)
**APPROVED AS TO FORM:**
/s/Raul F. Salinas, City Attorney
5/2/24
**PRE-3809259#**
**SOUTH GATE PRESS**

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 adopting a Resolution confirming the diagram and assessment and ordering the levy for Fiscal Year 2024-2025 Street Lighting and Landscape Maintenance District No. 1. A copy of the Engineer's Report may be requested at the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

| | |
|---|---|
| **DATE:** | May 28, 2024 |
| **TIME:** | 6:30 p.m. |
| **LOCATION:** | COUNCIL CHAMBERS<br>SOUTH GATE CITY HALL<br>8650 CALIFORNIA AVENUE<br>SOUTH GATE, CA 90280 |

The Public Hearing meeting will be conducted in person or through videoconferencing. Any comments may be made in person at the hearing or in writing to the City Clerk or the City Council prior to the hearing.

NOTICE IS HEREBY GIVEN that any and all persons interested in the matter hereinabove 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 the order of the City Clerk of said City and is dated this May 6, 2024.

_____
Yodit Glaze, City Clerk

Publication date: Thursday, May 9, 2024

Account No.: 251-714-25-6302

**RESOLUTION NO. 2024-09-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, INITIATING THE ANNUAL PROCEEDINGS FOR THE LEVY OF THE FISCAL YEAR 2024/25 ASSESSMENTS AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT FOR THE STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT NO. 1**

**WHEREAS,** in 1981, the City Council formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972," 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");

**WHEREAS,** the District provides the authority to levy an assessment on parcels of land which have been identified as receiving a direct "special benefit" from a public improvement;

**WHEREAS,** annually, the District's funds are levied and collected by the Los Angeles County Assessor's Office, on behalf of the City, in the property tax roll; and

**WHEREAS,** at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for Fiscal Year 2024/25 to finance the annual costs of maintenance and/or servicing of improvements within the District.

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

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

**SECTION 2.** The City Council does hereby declare its intention, 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 for new improvements or any substantial changes in existing improvements or zones as proposed as a part of these proceedings.

**SECTION 3.** The City Council does hereby delegate the Assistant City Manager/Director of Public Works to conduct the annual maintenance and/or servicing of the improvements and is 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 the City Council for its immediate review and consideration.

**SECTION 4.** The City Council does hereby direct that the above assessment Engineer's Report include all costs and expenses of such maintenance and/or servicing relating to the fiscal year commencing July 1, 2024 and ending June 30, 2025.

**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 **27th day of February 2024.**

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

**STATE OF CALIFORNIA** )

**COUNTY OF LOS ANGELES** ) **SS**

**CITY OF SOUTH GATE** )

I, Yodit Glaze, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2024-09-CC was adopted by the City Council at their Regular Meeting held on February 27, 2024, by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Avalos, Barron, Rios, and Hurtado |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |
| Recused: | Council Member: | Davila |

Witness my hand and the seal of said City on March 5, 2024.

Yodit Glaze, City Clerk
City of South Gate, California

**RESOLUTION NO. 2024-27-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT REQUIRED FOR THE PROCEEDINGS OF THE FISCAL YEAR 2023/24 ANNUAL LEVY OF ASSESSMENTS WITHIN THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1**

**WHEREAS,** the City Council of the City of South Gate (City Council), 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, adopted Resolution No. 2023-10-CC, initiating proceedings for the annual levy of assessments within a special maintenance district, said special maintenance district known and designated as Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District");

**WHEREAS,** the City Council was presented with an Engineer's Report, dated April 10, 2024, attached hereto as Exhibit "A" (hereinafter referred to as the "Report"), as required by said Division 15 of the California Streets and Highways Code and as previously directed by Resolution No. 2023-10-CC approved on February 28, 2023;

**WHEREAS,** the City Council examined and reviewed the Report as presented and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in said Report.

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

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

**SECTION 2.** The City Council does hereby acknowledge Report as presented consists of the following:

A. Plans and specifications describing the general nature, location and extent of the existing improvements to be maintained are on file in the City Engineer's office. No new improvements or any substantial changes in existing improvements are proposed for the next fiscal year; all improvements to be maintained are in existing public streets or sidewalks of the City;

B. Estimate of cost, including the amount of the annual installment for the forthcoming fiscal year;

C. Diagram of the Maintenance District; and

D. Assessment of the estimated costs of the improvements, including the amount of individual annual installments for the next fiscal year. No assessments on any parcels within the Maintenance District are to be increased from those levied for the last fiscal year.

**SECTION 3.** The City Council does hereby declare that the Maintenance District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of the California Constitution Article XIIID.

**SECTION 4.** The City Council does hereby approve the Engineer's Report on a preliminary basis, and orders it to be filed in the Office of the City Clerk as a permanent record and to remain accessible to public inspection.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption, and the minutes of this meeting shall so reflect the presentation of the Assessment Engineer's Report.

**PASSED, APPROVED** and **ADOPTED** this **23rd day** of **April 2024**.

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

EXHIBIT A

# City of South Gate

# Maintenance District No. 1

## 2024/2025 Engineer's Annual Levy Report

Intent Meeting: April 23, 2024
Public Hearing: May 28, 2024

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Temecula, California 92590
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WILLDAN

# ENGINEER'S REPORT AFFIDAVIT

## Maintenance District No. 1

## City of South Gate

## Los Angeles County, State of California

This Report describes the District and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2024/2025, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2024

Willdan Financial Services
Assessment Engineer
On Behalf of the City of South Gate

By: _____

Chonney Gano
Project Manager, District Administration Services

By: _____

Tyrone Peter
P.E # C 81888

# TABLE OF CONTENTS


*I. OVERVIEW* ..... 1

A. INTRODUCTION ..... 1

B. COMPLIANCE WITH CURRENT LEGISLATION ..... 1

C. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT ..... 2

*II. DESCRIPTION OF THE DISTRICT* ..... 3

A. BOUNDARIES OF THE DISTRICT ..... 3

B. DESCRIPTION OF THE DISTRICT IMPROVEMENTS ..... 3

*III. METHOD OF APPORTIONMENT* ..... 4

A. GENERAL ..... 4

B. BENEFIT ANALYSIS ..... 5

C. ASSESSMENT METHODOLOGY ..... 6

D. MAXIMUM ASSESSMENT ..... 8

*IV. DISTRICT BUDGET* ..... 8

A. DESCRIPTION OF BUDGET ITEMS ..... 8

B. DISTRICT BUDGET FISCAL YEAR 2024/2025 ..... 11

*APPENDIX A - DISTRICT ASSESSMENT DIAGRAM* ..... 13

*APPENDIX B - 2024/2025 ASSESSMENT ROLL* ..... 14

# I. OVERVIEW

## A. INTRODUCTION

The City of South Gate (the "City") annually levies and collects special assessments in order to maintain the improvements within Maintenance District No. 1 (the "District"). On June 22, 1981, the City Council of the City adopted Resolution 3838 which ordered the formation of Maintenance District No.1. The District is levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the "1972 Act") and in compliance with California Constitution Article XIIID ("Article XIIID").

This Engineer's Annual Levy Report (the "Report") describes the District, any annexations, or changes to the District including substantial changes to the District improvements, and the proposed assessments for Fiscal Year 2024/2025. The proposed assessments are based on the estimated cost to maintain the improvements that provide special benefits to properties within the District. The costs of improvements and the annual levy include all expenditures, deficits, surpluses, revenues, and reserves. Each parcel is assessed proportionately for only those improvements provided and for which the parcel receives benefit based on an established method of apportionment.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number by the County of Los Angeles (the "County") Assessor's Office. The County Auditor/Controller uses Assessor's Parcel Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a noticed public hearing, and review of the Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for Fiscal Year 2024/2025 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel for Fiscal Year 2024/2025.

## B. COMPLIANCE WITH CURRENT LEGISLATION

Pursuant to the 1972 Act, the City Council annually conducts a public hearing to accept public comments and testimony, and to approve the annual assessments to be levied on the County tax roll for the Fiscal Year. All assessments contained in this Report and to be approved by the City Council have been prepared in accordance with the 1972 Act and are in compliance with the provisions of Article XIIID of the constitution of the State of California ("Proposition 218").

The City has reviewed the provisions of Article XIIID and has made the following findings and determinations:

Pursuant to Article XIIID, Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID, Section 4 and property owner balloting for the assessments is not required until such time that the assessments are

increased. Specifically, the improvements and the annual assessment for maintaining the District improvements were part of the original conditions of development and approved by the original property owner (the "Developer"). As such, pursuant to Article XIIID, Section 5, the existing assessments were approved by all the property owners at the time the assessment was created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amounts (Assessment Rates including the Annual Maximum Assessment Cap Formula so approved) are identified as exempt from the procedural requirements of Article XIIID, Section 4.

The provisions of Article XIIID do not alter the non-conflicting provisions of the 1972 Act. As such, the method of apportionment described in this Report utilizes commonly accepted assessment engineering practices consistent with the 1972 Act and the provisions of Article XIIID. The proposed assessments for the current Fiscal Year are less than or equal to the adjusted maximum assessment rate previously approved and adopted for the District. The application of this adjusted maximum assessment rate for the various land uses within the District is described in more detail in Section III D of this report. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Pursuant to the provisions of Article XIIID, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of Article XIIID, Section 4.

## C. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.

- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

# II. DESCRIPTION OF THE DISTRICT

## A. BOUNDARIES OF THE DISTRICT

The boundaries of the District are coterminous with the boundaries of the City. The diagram of the District boundaries showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District is on file in the office of the City Engineer and incorporated herein by reference. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

## B. DESCRIPTION OF THE DISTRICT IMPROVEMENTS

The District improvements generally provide for the continued operation of streets and sidewalks within the District, including the maintenance and servicing of the street lighting system, street trees, landscaped street medians, street hardscapes and landscapes, traffic signal system and appurtenant facilities that are located in and along such streets and sidewalks, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these facilities.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The improvements funded entirely or partially through the District assessments generally include the following:

### *Landscaping and Appurtenant Facilities*

Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, street furniture, illuminated signs, special decorative fixtures, sidewalk maintenance and appurtenant facilities, in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of the District.

### *Public Lighting and Appurtenant Facilities*

Poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide safety lighting and traffic signals in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of the District. A diagram showing the size and location of all street lights and traffic signals is on file in the office of the City Engineer and is incorporated herein by reference.

The public lighting system shall be maintained to provide adequate illumination. The Southern California Edison Company shall furnish power for street lights and traffic signals, and it shall be adequate for the intended purpose. The traffic signal system shall be maintained based on the City specifications and current industry standards. Rates for power shall be those authorized by the California Utilities Commission.

The plans and specifications for the existing improvements are on file in the office of the City Engineer and are made part of this report by reference. No new improvements or any substantial changes in existing improvements are proposed for the next Fiscal Year.

## *III. METHOD OF APPORTIONMENT*

### A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements that include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.*

The formula used for calculating assessments in this District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

In addition, Article XIIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIIID provides that only special benefits are assessable and the City must separate the

general benefits from the special benefits. A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district. The general enhancement of property value does not constitute a special benefit.

## B. BENEFIT ANALYSIS

Each of the improvements, the associated costs and assessments within the District has been reviewed, identified and allocated based on the special benefit parcels receive from such improvements pursuant to the provisions of Article XIIID and the 1972 Act. All improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties, and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of maintenance and operation of the improvements are of special benefit to the properties.

All the lots or parcels are established at the same time once the conditions regarding the improvements and the continued maintenance are met. As a result, each lot or parcel within the District receives a special and distinct benefit from the improvements and to the same degree.

Over time, the improvements continue to confer a particular and distinct special benefit upon the lots or parcels within the District because of the nature of the improvements. The proper maintenance of the improvements and appurtenant facilities reduces property related crimes, especially vandalism, against properties in the District. All of the above-mentioned factors also contribute to a specific benefit to each of the parcels within the District.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives benefit from the improvements. However, each individual improvement element has its own distinct benefits both specific and general. The special benefits associated with the improvements within the District are as follows:

### *Special Benefit*

The special benefits associated with the landscaping improvements in the District are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space, open space areas and landscaping;
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;

- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and,
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of the street lighting and traffic signal (public lighting) improvements within the District are the convenience, safety, and security of property, improvements, and goods, specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and streets;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;
- Improved traffic circulation and reduced nighttime accidents and personal property loss; and,
- Increased promotion of business during nighttime hours in the case of commercial properties.

### *General Benefit*

In addition to the special benefits received by the parcels within the District, there are incidental general benefits conferred by the improvements to the public at large (e.g. flow through traffic). These general benefits are primarily relating to the traffic safety provided by the public lighting improvements as described above. The total benefits provided by the District improvements are a combination of the special benefits to the parcels within the District and the general benefit to the public at large. Any portion of the total costs, which are associated with general benefits, will not be assessed to the parcels in the District, but will be paid from other City funds.

## C. ASSESSMENT METHODOLOGY

The street lighting, trees, landscaping, hardscapes, traffic signals and appurtenant facilities are for the benefit and enjoyment of all properties within the District and parcels benefit from the operation, maintenance and servicing thereof. The assessment of maintenance and servicing costs upon each parcel is apportioned in accordance with the methodology, which has been established by the City Council upon formation of the District.

The *adjusted front footage* of each parcel was determined, at District formation to be the most equitable method for spreading the estimated benefit received by each parcel. Lighting, medians, street trees and parkway improvements are considered "frontage" improvements. The frontage of a parcel is adjusted to take into consideration configuration, such as irregular or corner parcels, and whether a parcel has condominiums on it.

The *adjusted front footage* for an irregular, corner or a parcel with condominiums on it, is determined by measuring the front of the parcel that receives the greatest special benefit within its respective zone.

Furthermore, the District established several special benefit Zones to distinguish differing levels of benefit provided by certain District improvements. The Tweedy and Hollydale Commercial District landscaping and hardscape improvements, and the landscaped medians, are located on the major thoroughfares, which are the main travel-ways of the City. These improvements are a special benefit to the adjacent properties, as well as a citywide benefit to all other parcels in the District. The City has not levied an assessment for the local benefit portion of the assessment since the passage of Proposition 218 and the costs attributable to the local benefit portion will continue to be paid from other City funds for Fiscal Year 2024/2025. The City's costs to administer the improvements are also considered a benefit to all properties.

The benefit Zones established by the District are described below:

**ZONE 1** - This is a City-wide Zone with boundaries contiguous to the boundaries of the City limits. All parcels within the District are included in this Zone and are assessed for the operation, maintenance, and servicing of street lights, traffic signals, street trees and appurtenant facilities, as well as the City-wide landscaping and hardscape benefits of the Tweedy and Hollydale Commercial Districts and landscaped medians.

**ZONE 2** - Tweedy Commercial District is comprised of the Tweedy Boulevard business district from Hunt Avenue to State Street.

**ZONE 3** - Hollydale Commercial District is comprised of the Garfield Avenue business district from Century Boulevard to one-half block north of Roosevelt Avenue.

**ZONE 4** - Landscape Median Area is in the immediate vicinity of the Firestone Boulevard / Garfield Avenue intersection.

The preliminary distribution of Adjusted Front Footage (AFF) per Zone is as follows:

| | Zone 1 (All Parcels) | Zone 2 (Tweedy) | Zone 3 (Hollydale) | Zone 4 (Medians) |
|---|---|---|---|---|
| **Parcel Count** | 15,507 | 118 | 29 | 19 |
| **Adjusted Front Footage*** | 821,271.08 | 7,493.65 | 1,884.00 | 7,566.32 |

* The Adjusted Front Footage amount for Zone 1 includes AFF in Zones 2, 3, and 4. Amount might be slightly different from actual data due to rounding.

**Exempt Parcels** — Exempt parcels may include, but are not limited to, publicly owned lots or parcels used for a public function including public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, public schools, park properties and other publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from the assessment.

### D. MAXIMUM ASSESSMENT

In November 1996, voters of the State of California passed Proposition 218 that added Articles XIIIC and XIIID to the California Constitution. Article XIIID requires certain noticing, balloting and meeting procedures for any new or increased assessment. Legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The Maximum Assessment rate for the District was established and has remained at $2.3789 per adjusted front footage since 1993 and there is no escalation factor approved for increasing the Maximum Assessment rate. The Maximum Assessment establishes a limit on the assessment; however it does not restrict assessments to the maximum amount. If the budget and assessment for the Fiscal Year is less than or equal to the Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting procedures as required by Article XIIID. If the budget and assessments calculated require an increase greater than the Maximum Assessment, then the assessment is considered an increased assessment and would be subject to such balloting procedures.

## *IV. DISTRICT BUDGET*

### A. DESCRIPTION OF BUDGET ITEMS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the maintenance and servicing of the improvements for the entire Fiscal Year 2024/2025, commencing July 1, 2024 and ending June 30, 2025, including incidentals, which may include reserves to operate the District.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within the District is the total cost of maintenance and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

For the purpose of estimating costs for the maintenance and servicing, actual costs are used where possible. But where the improvements are new, or where actual maintenance experience is lacking, cost estimates will be used to determine costs, as follows:

#### *Direct Costs:*

***Maintenance Costs/Labor*** — Includes all contracted labor, material and equipment required to properly maintain the landscaping, irrigation and drainage systems within the District. All improvements within the District are maintained and serviced on a regular basis. The frequency and specific maintenance operations

required within the District are determined by City Staff and is based on the proposed service level of the District.

***Utilities*** — Includes utility costs for water required to irrigate landscaped areas and the utility costs for electricity required to run irrigation systems and lighting for the areas according to the proposed service level of the District.

***Repairs/Miscellaneous*** — Includes the replacement of any materials and equipment needed to maintain the District. Also includes repairs that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, frost, etc. Also included may be planned upgrades that provide a direct benefit to the District. These upgrades could include replacing plant materials and/or renovation of irrigation or lighting systems.

## *Administration Costs:*

***City Administration*** – The cost which is allocated for the City Administration staff and departments for labor, hours and support in order to maintain the districts well-being.

***District Administration*** — The cost to all particular departments and staff of the City, for providing the coordination of District services and operations, response to public concerns and education, as well as procedures associated with the levy and collection of assessments. This item also includes the costs of contracting with professionals to provide any additional administrative, legal or engineering services specific to the District including any required notices, mailings or property owner protest ballot proceedings.

***County Administration Fee*** — The cost to the District for the County to collect District assessments on the property tax bills. This charge is based on a fixed amount per parcel.

## *Levy Breakdown:*

***Reserve Collection (Transfer)*** — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a),* provides for a District Reserve Fund. The Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. Negative amounts shown for these budget items are transfers from the reserve fund that are used to reduce the Balance to Levy. The Reserve Fund eliminates the need for the City to transfer funds from non-District accounts.

***Revenue from Other Sources*** — This is the amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments, and may be from either non-District or District sources including City General Fund Contributions, interest earnings and contributions from the Gas Tax. Any funds indicated on this line will be shown as a negative number indicating a reduction in the amount to be levied and represent funds that do not have to be repaid.

***Balance to Levy*** — This is the total amount to be levied and collected through assessments for the current Fiscal Year (for special benefits) or from other revenue sources (for general benefit). The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Account/Other Revenue Source adjustments. Only those costs related to the improvements identified as special benefits are levied and collected on the tax roll.

## *District Statistics:*

***Total Number of Parcels*** — The total number of parcels within the District boundary.

***Total Parcels Levied*** — The total number of parcels within the District that are assessed. Non-assessable lots or parcels may include parcels of land principally encumbered by public right-of-ways, easements, common areas, and/or parcels within the boundaries of the District that currently do not benefit from the improvements due possibly to development restrictions.

***Total Adjusted Front Footage (AFF)*** — Adjusted Front Footage (AFF) is the frontage of a parcel, adjusted to take into consideration configuration, such as irregular or corner parcels, and condominium parcels. The Total AFF shown in the District Budget, (Section IV B), represents the sum of all parcels' AFF that receive special benefits from the improvements.

***Levy per AFF*** — This amount represents the rate being applied to each parcel's Adjusted Front Footage. The Levy per Adjusted Front Footage is the result of multiplying the Total Adjusted Front Footage times the Rate for the Fiscal Year.

## *Reserve Information:*

***Reserve Balance*** — The Reserve Balance eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the Fiscal Year. The Reserve Balance allows the District to retain sufficient funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through January or February (when the County provides the City with the first installment of assessments collected from the property tax bills). Additional funds may be collected each year to ensure adequate operating funds are available or the funds may be used to reduce the Balance to Levy. Using reserve amounts in this way allows the Levy rate to remain fairly constant, although District costs may fluctuate. The Estimated Beginning Reserve Balance reflects the projected funds available at the beginning of the current Fiscal Year (based on the projected revenues and expenses from the prior Fiscal Year). The Estimated Ending Reserve Balance reflects the projected funds that are anticipated at the end of the current Fiscal Year (assuming all revenues and expenditures occur as budgeted).

## B. DISTRICT BUDGET FISCAL YEAR 2024/2025

| BUDGET ITEMS | BUDGET AMOUNTS |
|---|---|
| **DIRECT COSTS** | |
| Employee Services | $723,293 |
| Supplies and Services | 2,058,133 |
| Capital Outlay | 83,548 |
| ***Direct Costs (Subtotal)*** | **$2,864,974** |
| **ADMINISTRATION COSTS** | |
| City Administration Fee | $164,744 |
| District Administration | 8,000 |
| County Administration Fee | 3,918 |
| ***Administration Costs (Subtotal)*** | **$176,662** |
| **LEVY BREAKDOWN** | |
| Total Direct and Admin. Costs | $3,041,636 |
| Reserve Collection (Transfer) | 0 |
| Revenue from Other Sources (Gas Tax) | 0 |
| Other Revenue/General Fund (Contribution) | (1,047,575) |
| **Amount to Levy*** | **$1,994,061** |
| **DISTRICT STATISTICS** | |
| Total Number of Parcels | 15,728 |
| Total Parcels Levied | 15,673 |
| Total Adjusted Front Footage | 838,215 |
| **Rate per AFF (Adjusted Front Foot)** | **$2.3789** |
| **Maximum Rate per AFF** | **$2.3789** |
| **RESERVE INFORMATION** | |
| Beginning Reserve Balance | $0 |
| Reserve Fund Activity | 0 |
| Estimated Ending Reserve Balance | $0 |

* Amount to Levy is slightly off from the sum of the Levy Breakdown amounts due to rounding.
*The proposed assessment per Adjusted Front Footage ("AFF") for Fiscal Year 2024/2025 is $2.3789 per AFF, which has been rounded to the nearest ten thousandths.

## REPORT UPDATES:

Fiscal Year 2024/2025, updates were made to the District Budget. These updates do not affect the amount to levy or the per parcel assessment rates.

## RECOMMENDED ACTIONS:

A. Adopt a Resolution approving the Engineer's Report for Maintenance District No.1 for Fiscal Year 2024/2025 which is necessary as a part of the subject proceedings; and

B. Adopt a Resolution Initiating Annual Proceedings for the levy of the Fiscal Year 2024/2025 within Maintenance District No. 1

# APPENDIX A - DISTRICT ASSESSMENT DIAGRAM

A District Diagram has been prepared for the District in the format required by the 1972 Act, and is on file with the City Clerk, and by reference is made part of this Report. The Assessment Diagram is available for inspection at the Office of the City Clerk, during normal business hours.

# APPENDIX B - 2024/2025 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor's Map for the year in which this Report is prepared.

Non-assessable lots or parcels include land principally encumbered by public or utility rights-of-way and common areas. These parcels will not be assessed.

A listing of parcels assessed within the District along with the proposed assessment amounts has been identified as "Fiscal Year 2024/2025 Assessment Roll", is on file with the City Clerk and is by reference made a part of this Report.

For Fiscal Year 2024/2025, estimated assessment amount for the District is $1,994,061 This amount does not take into consideration parcel changes and delinquency rate of approximately 1.58% (based on Fiscal Year 2023/2024 first installment delinquency rate).

**STATE OF CALIFORNIA** )

**COUNTY OF LOS ANGELES** ) **SS**

**CITY OF SOUTH GATE** )

I, Yodit Glaze, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2024-27-CC was adopted by the City Council at their Regular Meeting held on April 23, 2024, by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Avalos, Barron, Rios, Davila, and Hurtado |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |
| Recused: | Council Member: | None |

Witness my hand and the seal of said City on May 1, 2024.

Yodit Glaze, City Clerk
City of South Gate, California

**RESOLUTION NO. 2024-28-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS UNDER THE FISCAL YEAR 2024/2025 ANNUAL LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND SETTING A PUBLIC HEARING FOR MAY 28, 2024**

**WHEREAS,** the City Council of the City of South Gate, ("City Council") 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 Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District");

**WHEREAS,** on February 28, 2023, the City Council adopted Resolution No. 2023-10-CC initiating proceedings for the annual levy of the Fiscal Year 2023/2024 assessments and ordering preparation of an Engineer's Report for the District;

**WHEREAS,** at this time the City Council desires to undertake proceedings to provide for the annual levy of assessments for the next fiscal year to finance the costs and expenses necessary to pay for the maintenance of the improvements in said Maintenance District; and

**WHEREAS,** the City Council has approved the Engineer's Report, as required by law, and desires to continue with the proceedings for said annual levy.

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

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

**SECTION 2.** The City Council does hereby declare that the public interest and convenience requires, and it is the intention of this legislative body, to levy and collect assessments to pay the annual costs and expenses for the maintenance and/or servicing of such improvements, from those parcels which specially benefit from improvements described below from the above-referenced Maintenance District, and said improvements are generally described as follows:

The operation, maintenance and servicing of the following improvements, all within existing public streets or public sidewalks of the City:

A. Landscaping, ornamental vegetation, including trees, shrubs, irrigation systems and

drainage facilities, together with appurtenances.

B. Public lighting, street lighting improvements and traffic signals, together with appurtenances.

**SECTION 3.** The City Council does hereby affirm that said works of improvements are of special benefit to the properties within the boundaries of said Maintenance District, which Maintenance District the legislative body previously declared to be the area benefited by said works of improvements, and for particulars, reference is made to the boundary map as previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and open for public inspection, and is designated by the name of this Maintenance District.

**SECTION 4.** The City Council does hereby direct that the annual Engineer's Report, as preliminarily approved by the City Council, shall (pursuant to a separate Resolution adopted by the City Council) promptly be placed on file with the City Clerk, and shall thereafter be accessible for public inspection. Reference is made to Report for a full and detailed description of the improvements to be maintained, the boundaries of the Maintenance District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Maintenance District.

**SECTION 5.** The City Council does hereby affirm that all costs and expenses of the maintenance work and incidental expenses have been apportioned and distributed to the benefiting parcels in accordance with the special benefits received from the proposed work. No assessments on any parcels within the Maintenance District are to be increased from those as levied for the last fiscal year.

**SECTION 6.** The City Council does hereby give notice that a public hearing is hereby scheduled in the regular meeting place of this legislative body, being the Council Chambers of City Hall, located at 8650 California Avenue, South Gate, CA 90280, on the 28th day of May 2024 at 6:30 p.m.

At that time, the legislative body will consider and finally determine whether to levy the proposed annual assessment, and to hear all protests relating to said proposed proceedings, or the estimate of the cost and expenses of the proposed maintenance, or the proposed annual assessment. Any and all persons interested may file a written protest prior to the conclusion of the hearing referred to herein or, having filed such a protest, may file a written withdrawal of that protest. A written protest must state all grounds of objection. A protest by a property owner must contain a description sufficient to identify the property owned by such person.

Any interested person may mail a protest to the following address:

Yodit Glaze, City Clerk
City of South Gate
8560 California Avenue
South Gate, CA 90280

To be considered by the legislative body, all protests must be received prior to the conclusion of the public hearing. A postmark prior to such date and time will not be sufficient.

**SECTION 7.** The City Clerk is hereby authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in the Los Angeles Wave newspaper, a newspaper of general circulation within the City of South Gate; said publication to be completed not less than ten (10) days prior to the date set for the public hearing.

**SECTION 8.** For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the person designated below:

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

**SECTION 9.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED** and **ADOPTED** this **23rd** day of **April 2024.**

**CITY OF SOUTH GATE:**

By:_____
Gil Hurtado, Mayor

**ATTEST:**

By:_____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By:_____
Raul F. Salinas, City Attorney

**STATE OF CALIFORNIA )**

**COUNTY OF LOS ANGELES ) SS**

**CITY OF SOUTH GATE )**

I, Yodit Glaze, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2024-28-CC was adopted by the City Council at their Regular Meeting held on April 23, 2024, by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Avalos, Barron, Rios, Davila, and Hurtado |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |
| Recused: | Council Member: | None |

Witness my hand and the seal of said City on May 1, 2024.

Yodit Glaze, City Clerk
City of South Gate, California

# Item No. 3

Office of the
South Gate City Clerk

MAY 23 2024

FILED

10:30am

# *City of South Gate*

CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of **May 28, 2024**

Originating Department: **Community Development**

***Department Head:*** *Meredith Elguira*

***City Manager:*** *Rob Houston*

**SUBJECT: APPEAL OF PLANNING COMMISSION ACTION REGARDING ZONING CODE AMENDMENTS**

**PURPOSE:** To take testimony and review evidence at the appeal hearing, and decide whether to uphold the Planning Commission action, whether instead to reverse that action by resolving to modify the Zoning Code; or take other such action as may be determined by the City Council.

**RECOMMENDED ACTIONS:** Following the conclusion of the Public Hearing, the City Council will consider:

a. Upholding the action taken by the Planning Commission at its April 16, 2024, meeting, by adopting a Resolution attached hereto;
b. Or, in the alternative, reversing the Planning Commission action by adopting a Resolution attached hereto, which is a Resolution of Intent to adopt an ordinance amending the City's Zoning Code to remove certain restrictions on the size and location of warehouses in the City's Urban Mixed Use and Commercial Industrial zones; or
c. Take other such action as the City Council may determine.

**FISCAL IMPACT:** None

**PUBLIC NOTIFICATION:** Advertising and notification of the public hearing for the appeal was conducted in compliance with Chapter 11.50.020, Title 11 of the South Gate Municipal Code. Notice of the hearing was originally posted and published in the "*Los Angeles Wave*" newspaper and was mailed to surrounding properties on May 16, 2024.

**ENVIRONMENTAL EVALUATION:** Upholding the action taken by the Planning Commission would not affect CEQA compliance Requirements. Adoption of a Resolution Categorically Exempt from CEQA for two reasons. First, amendment of a zoning code ordinance only constitutes a "project" under CEQA if it has the potential for resulting in direct or indirect physical changes to the environment, per 14 CCR § 15378. This proposed amendment will not cause physical changes to the environment, because it does not exempt future warehouse projects from Conditional Use Permit and CEQA compliance requirements. The proposed amendment is therefore exempt from CEQA because it does not meet the definition of a CEQA project. Second, even if it were to be deemed a project, it has no potential for causing a significant effect on the environment and is therefore exempt from CEQA pursuant to 14 CCR § 15061.

**BACKGROUND:** At its regular meeting of April 16, 2024, the City Planning Commission ("Commission") held a public hearing to consider a Zone Change Amendment. The Commission considered two resolutions regarding proposed changes to Chapter 11.21 of the South Gate Zoning Code (which is set forth in Title 11 of the South Gate Municipal Code). The first resolution, Resolution No. 2024-02A, if approved by the Commission, recommended to the City Council ("Council') that the City's Zoning Code be revised to eliminate size limitations on warehouses in the City's' Urban Mixed-Use Zones and Commercial Industrial Zones. The second resolution, Resolution No. 2024-02B, if approved by the Commission, would direct the City's Community Development Department staff ("Staff") to study the matter further and return to the Commission later with recommendations. The Commission voted to deny both resolutions.

**ANALYSIS:** The Zoning Code, together with the City's General Plan, Specific Plans and Zoning Map, divides the City into various geographical use zones. Land use permission tables in Section 11.21.030 of the Zoning Code establish the uses to which land in each zone may be put. Table 11.21-3 specifies uses allowed in the Urban Mixed-Use Zones, and Table 11.21-4 specifies uses allowed in the Commercial Industrial zones. Under those tables, warehousing is permitted (subject to issuance by the City of a Conditional Use Permit) in the Industrial Flex (IF), Light Industrial (LF), Light Manufacturing (M2) and Heavy Manufacturing (M3) zones. However, footnote 18 in Table 11.21-3 and Footnote 11 in Table 11.21-4, each limits the size and placement of warehouses within those zones as follows:

> "Limited to maximum building area of fifteen thousand square feet and is not permitted along street frontage (would have to be a rear use)."

These footnotes were incorporated into the South Gate Municipal Code in 2015 when the Commission prepared, and the Council enacted, a comprehensive update to the Zoning Code. The Planning Commission and City Council at that time determined the inclusion of these footnotes was necessary to prevent a proliferation of large warehouses in the City which would cause detrimental impacts to the community.

Recently, landowners and developers have expressed to the City's Community Development Department staff members (and in some cases to Planning Commissioners and to City Council Members) the landowners' and developers' opinions that the limitations imposed by these footnotes are outdated, are unduly restrictive, and create limitations inconsistent with the current business practices of the warehousing industry.

One such developer, South Gate Owner, LP, and its partners South Gate GP, LLC and OMP South Gate GP LLC (collectively, "Appellant"), which owns property in one of the affected zones, asked the Commission to recommend to this City Council that it amend the Zoning Code by eliminating those footnotes entirely. The Commission conducted a duly-noticed public hearing to consider the matter on April 16, 2024. After considering presentations by the Community Development Department and by the Appellant, and after listening to public comments from South Gate residents and business owners both supporting and opposing the requested change, the Commission determined not to adopt a resolution recommending that this City Council amend the Zoning Code to remove those footnotes and the corresponding restrictions on the size and location of warehouses in the City ("April 16 Action").

The Appellant is appealing the Commission's April 16 Action and is asking the City Council to reverse it

by adopting a resolution of intent to pass an ordinance amending the Zoning Code to remove those footnotes and corresponding restrictions.

**CONCLUSION AND RECOMMENDATIONS:** The two resolutions attached as exhibits to this Agenda Bill are mutually exclusive, such that only one, and not both, should be adopted by this City Council.

If, after considering the presentations and testimony presented at the hearing, the City Council has not been persuaded that there is a need to modify the City's Zoning Code to remove the current restrictions on the size and location of warehouses within the City, then the Council should uphold the Commission's April 16 Action by adopting a Resolution.

But if, after considering the presentations and testimony presented at the hearing, the City Council has been persuaded that there is a need to modify the City's Zoning Code to remove the current restrictions on the size and location of warehouses within the City, then the Council should reverse the Planning Commission's April 16 Action by adopting a Resolution, which is a Resolution of Intent to adopt Ordinance, modifying the City's Zoning Code to remove footnote No. 18 from Table 11.21-3 and to remove footnote No. 11 from Table 11.21-4. Alternatively, the City Council can take such other action as it may determine, to provide guidance to City Staff.

**ATTACHMENTS:**

A. Proposed Resolution upholding the Planning Commission action
B. Proposed Resolution reversing the Planning Commission action and declaring an intent to adopt an ordinance modifying the City's Zoning Code to remove certain restrictions on warehouses.
C. Proposed Draft Ordinance
D. Planning Commission Agenda Bill, April 16, 2024
E. Correspondence Received for 04-16-24 PC
F. Appellants Notice of Appeal Letter dated April 23, 2024

**RESOLUTION NO._____**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, UPHOLDING THE ACTION OF THE PLANNING COMMISSION TO REJECT PROPOSED ZONING CHANGES AFFECTING THE SIZE AND LOCATION OF WAREHOUSES**

**WHEREAS,** the City's Zoning Code, together with the City's General Plan, Specific Plans and Zoning Map, divides the City into various geographical use zones; and

**WHEREAS,** land use permission tables in Section 11.21.030 of the Zoning Code establish the uses to which land in each zone may be put; and

**WHEREAS,** Table 11.21-3 specifies uses allowed in the Urban Mixed-Use zones, and Table 11.21-4 specifies uses allowed in the Commercial Industrial zones; and

**WHEREAS,** under those tables, warehousing is permitted (subject to issuance by the City of a Conditional Use Permit) in the Industrial Flex (IF), Light Industrial (LF), Light Manufacturing (M2) and Heavy Manufacturing (M3) zones; and

**WHEREAS**, footnote 18 in Table 11.21-3 and Footnote 11 in Table 11.21-4 each limits the size and placement of warehouses within those zones as follows:

> "Limited to maximum building area of fifteen thousand square feet and is not permitted along street frontage (would have to be a rear use)." ; and

**WHEREAS**, these footnotes were incorporated into the South Gate Municipal Code in 2015 when the Planning Commission prepared, and the Council enacted, a comprehensive update to the Zoning Code, because the Planning Commissioners and City Council Members who were in office at that time felt the inclusion of these footnotes was necessary to prevent a proliferation of large warehouses in the City which would cause detrimental impacts to the community; and

**WHEREAS**, landowners and developers have recently expressed their opinion that the limitations imposed by these footnotes are outdated, are unduly restrictive, and create limitations inconsistent with the current business practices of the warehousing industry; and

**WHEREAS**, one such developer, South Gate Owner, LP, and its partners South Gate GP, LLC and OMP South Gate GP LLC (collectively, "Appellant"), which owns property in one of the affected zones, asked the Planning Commission to recommend to this City Council that it amend the Zoning Code by eliminating those footnotes entirely; and

**WHEREAS**, the Planning Commission conducted a duly-noticed public hearing to consider the matter on April 16, 2024 and, after considering presentations by the Community Development Department and by the Applicant, and after listening to public comments from South Gate residents and business owners both supporting and opposing the requested change, the Planning Commission determined not to adopt a resolution recommending that this City Council amend the Zoning Code to remove those footnotes and the corresponding restrictions on the size and location of warehouses in the City; and

**WHEREAS**, the Applicant has appealed that Planning Commission action and has asked the City Council to reverse it by adopting a resolution of intent to pass an ordinance amending the Zoning Code to remove those footnotes and corresponding restrictions; and

**WHEREAS,** the City Council does hereby find and determine that CEQA Guidelines, do not apply to the Project. Therefore, the proposed project is exempt from CEQA;

**WHEREAS**, on May 28, 2024, this City Council conducted a duly-noticed public hearing to consider the matter, at which this Council considered information presented by the Community Development Department and by the Applicant, and listened to public comments from South Gate residents and business owners about the issue. Notice of the hearing was originally posted and published in the "Los Angeles Wave" newspaper and was mailed to surrounding properties on May 16, 2024;

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

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

**SECTION 2.** After considering the information and comments presented at the May 28, 2024 City Council hearing on this matter, this City Council is not persuaded that there is a need to modify the City's zoning code to eliminate restrictions on the size and placement of warehouses in the City's Urban Mixed Use and Commercial Industrial Zones by modifying Table 11.21-3 to remove footnote 18 from that table and by modifying Table 11.21-4 to remove footnote 11 from that table.

**SECTION 3.** The City Council hereby upholds the action taken by the Planning Commission on April 16, 2024 relative to this matter.

**SECTION 4.** The City Council hereby resolves NOT to make any changes to the Zoning Code to remove those footnotes from those tables or to otherwise limit or modify the restrictions on warehouse size and placement created by those footnotes.

**SECTION 5.** The City Council does hereby declare that if any section, subsection, sentence, clause, phrase or portion of this Resolution or its application thereof is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby

declares that it would have adopted this Resolution, and each and every section, subsection, sentence, clause, phrase, or portion thereof not declared invalid or unconstitutional without regard to whether any portion of the Resolution would be declared invalid or unconstitutional.

**SECTION 6.** The City Clerk shall certify the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED,** and **ADOPTED** on this **28th** day of **May 2024.**

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**
DRAFT

By: _____
Raúl F. Salinas, City Attorney

**RESOLUTION NO._____**

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

**RESOLUTION OF INTENT OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, TO ADOPT AN ORDINANCE MODIFYING THE CITY'S ZONING CODE TO REMOVE SIZE AND LOCATION RESTRICTIONS ON WAREHOUSES IN THE CITY'S URBAN MIXED USE AND COMMERCIAL INDUSTRIAL ZONES**

**WHEREAS,** the City's Zoning Code, together with the City's General Plan, Specific Plans and Zoning Map, divides the City into various geographical use zones; and

**WHEREAS,** land use permission tables in Section 11.21.030 of the Zoning Code establish the uses to which land in each zone may be put; and

**WHEREAS,** Table 11.21-3 specifies uses allowed in the Urban Mixed-Use zones, and Table 11.21-4 specifies uses allowed in the Commercial Industrial zones; and

**WHEREAS,** under those tables, warehousing is permitted (subject to issuance by the City of a Conditional Use Permit) in the Industrial Flex (IF), Light Industrial (LF), Light Manufacturing (M2) and Heavy Manufacturing (M3) zones; and

**WHEREAS**, footnote 18 in Table 11.21-3 and Footnote 11 in Table 11.21-4 each limits the size and placement of warehouses within those zones as follows:

> "Limited to maximum building area of fifteen thousand square feet and is not permitted along street frontage (would have to be a rear use)." ; and

**WHEREAS**, these footnotes were incorporated into the South Gate Municipal Code in 2015 when the Planning Commission prepared, and the Council enacted, a comprehensive update to the Zoning Code, because the Planning Commissioners and City Council Members who were in office at that time felt the inclusion of these footnotes was necessary to prevent a proliferation of large warehouses in the City which would cause detrimental impacts to the community; and

**WHEREAS**, landowners and developers have recently expressed their opinion that the limitations imposed by these footnotes are outdated, are unduly restrictive, and create limitations inconsistent with the current business practices of the warehousing industry; and

**WHEREAS**, one such developer, South Gate Owner, LP, and its partners South Gate GP, LLC and OMP South Gate GP LLC (collectively, "Appellant"), which owns property in one of the affected zones, asked the Planning Commission to recommend to this City Council that it amend the Zoning Code by eliminating those footnotes entirely; and

**WHEREAS**, the Planning Commission conducted a duly-noticed public hearing to consider the matter on April 16, 2024 and, after considering presentations by the Community Development Department and by the Applicant, and after listening to public comments from South Gate residents and business owners both supporting and opposing the requested change, the Planning Commission determined not to adopt a resolution recommending that this City Council amend the Zoning Code to remove those footnotes and the corresponding restrictions on the size and location of warehouses in the City; and

**WHEREAS**, the Applicant has appealed that Planning Commission action and has asked the City Council to reverse it by adopting a resolution of intent to pass an ordinance amending the Zoning Code to remove those footnotes and corresponding restrictions; and

**WHEREAS,** the City Council does hereby find and determine that this project Categorically Exempt from CEQA. First, amendment of a zoning code ordinance only constitutes a "project" under CEQA if it has the potential for resulting in direct or indirect physical changes to the environment, per 14 CCR § 15378. This proposed amendment will not cause physical changes to the environment, because it does not exempt future warehouse projects from Conditional Use Permit and CEQA compliance requirements. The proposed amendment is therefore exempt from CEQA because it does not meet the definition of a CEQA project.

**WHEREAS**, on May 28, 2024, this City Council conducted a duly-noticed public hearing to consider the matter, at which this Council considered information presented by the Community Development Department and by the Applicant, and listened to public comments from South Gate residents and business owners about the issue. Notice of the hearing was originally posted and published in the "Los Angeles Wave" newspaper and was mailed to surrounding properties on May 16, 2024;

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

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

**SECTION 2.** After considering the information and comments presented at the May 28, 2024 City Council hearing on this matter, this City Council has determined that there is a need to modify the City's Zoning Code to eliminate restrictions on the size and placement of warehouses in the City's Urban Mixed Use and Commercial Industrial Zones by modifying Table 11.21-3 to remove footnote 18 from that table and by modifying Table 11.21-4 to remove footnote 11 from that table.

**SECTION 3.** The City Council hereby declares its intent to introduce, at a future regularly scheduled City Council meeting the attached ordinance removing footnote 18 from Table 11.21-3 and by removing footnote 11 from Table 11.21-4.

**SECTION 4.** The City Clerk is hereby authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in a newspaper of general circulation

within the City of South Gate and said publication to be completed not less than fifteen (15) days after the adoption of this Resolution.

**SECTION 5.** The City Council does hereby declare that if any section, subsection, sentence, clause, phrase or portion of this Resolution or its application thereof is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have adopted this Resolution, and each and every section, subsection, sentence, clause, phrase, or portion thereof not declared invalid or unconstitutional without regard to whether any portion of the Resolution would be declared invalid or unconstitutional.

**SECTION 6.** The City Clerk shall certify the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED,** and **ADOPTED** on this **28th** day of **May 2024**.

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: DRAFT
Raúl F. Salinas, City Attorney

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING TABLES 11.21-3 AND 11.21-4 OF THE SOUTH GATE MUNICIPAL CODE TO REMOVE FOOTNOTES LIMITING SIZE OF WAREHOUSES**

**WHEREAS**, the City's Zoning Code, together with the City's General Plan, Specific Plans and Zoning Map, divides the city into various geographical use zones; and

**WHEREAS**, land use permission tables in Section 11.21.030 of the Zoning Code establish the uses to which land in each zone may be put; and

**WHEREAS**, Table 11.21-3 specifies uses allowed in the Urban Mixed-Use zones, and Table 11.21-4 specifies uses allowed in the Commercial Industrial zones; and

**WHEREAS**, under those tables, warehousing is permitted (subject to issuance by the city of a Conditional Use Permit) in the Industrial Flex (IF), Light Industrial (LF), Light Manufacturing (M2) and Heavy Manufacturing (M3) zones; and

**WHEREAS**, footnote 18 in Table 11.21-3 and Footnote 11 in Table 11.21-4 each limits the size and placement of warehouses within those zones as follows:

> "Limited to maximum building area of fifteen thousand square feet and is not permitted along street frontage (would have to be a rear use)."; and

**WHEREAS,** the City Council has determined it to be in the best interest of the City to remove the restrictions created by those footnotes, in order to give the City greater flexibility in considering and evaluating warehouse projects that may hereafter be proposed in the City;

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

**SECTION 1.** Table 11.21-3 of the City's Zoning Code is hereby amended to remove footnote 18.

**SECTION 2.** Table 11.21-4 of the City's Zoning Code is hereby amended to remove footnote 11.

**SECTION 3.** 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 4.** This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

**SECTION 5.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

**PASSED, APPROVED,** and **ADOPTED** this _____ day of _____, 2022

**CITY OF SOUTH GATE:**

By:_____
Gil Hurtado, Mayor

**ATTEST:**

By:_____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By:_____
Raúl F. Salinas, City Attorney

DRAFT

# *City of South Gate*

## PLANNING COMMISSION

# AGENDA BILL

For the Regular Meeting of: ***April 16, 2024***

***Contract Planner***: Paula Kelly ***Community Development Director***: William Davis for Meredith T. Elguira

**SUBJECT: AMENDING THE CITY'S ZONING CODE BY MODIFYING TITLE 11, CHAPTER 11.21 OF THE SOUTH GATE MUNICIPAL CODE TO RELAX OR REMOVE RESTRICTIONS ON THE SIZE OF WAREHOUSES AUTHORIZED IN THE CITY'S URBAN MIXED USE ZONES AND COMMERCIAL INDUSTRIAL ZONES**

**PURPOSE:** To consider two alternate resolutions regarding proposed changes to Chapter 11.21 of the South Gate Zoning Code (which is set forth in Title 11 of the South Gate Municipal Code). The first resolution, if approved by the Planning Commission ("Commission"), would be to recommend to the City Council ("Council') that the City's Zoning Code be revised to eliminate size limitations on warehouses in the City's' Urban Mixed Use Zones and Commercial Industrial Zones. The second resolution, if approved by the Commission, would direct the City's Community Development Department staff ("Staff") to study the matter further and return to the Commission at a later date with recommendations. The resolutions are intended to be alternative approaches to the issue and have been written with the intention that the Commission can approve either resolution but should not approve both. The Commission also has the option of not approving either of the two resolutions, which would effectively signify the Commission's desire that the Zoning Code not be amended.

At the request of the Applicant, this item was continued from the Planning Commission meeting on March 5, 2024.

**RECOMMENDED ACTIONS:** Staff recommends that the Commission take the following actions:

a. **CONDUCT** a public hearing;
b. **ACCEPT** the determination that the adoption of Resolution No. 2024-02A is exempt from the California Environmental Quality Act ("CEQA"), codified at Public Resources Code §§ 21000 *et seq.*), pursuant to Public Resources Code § 21080.17, and that the adoption of Resolution No. 2024-02B is "categorically exempt" from CEQA under the regulatory guidelines established under CEQA ("CEQA Guidelines"), codified at Chapter 3 of Division 6 of Title 14 of the California Code of Regulations ("CCR"), as a Class 6 exemption (Information Collection) under 14 CCR § 15306 and is also "statutorily exempt" from CEQA under the Feasibility and Planning Studies exemption established by the CEQA Guidelines at 14 CCR § 15262;
c. **DISAPPROVE, AND DO NOT ADOPT,** Resolution No. 2024-02A, which resolution recommends the immediate removal of size restrictions for warehouses in the City's Urban Mixed Use Zones and Commercial Industrial Zones.
d. **TAKE ACTION ON** Resolution No. 2024-02B by either approving and adopting or disapproving and choosing not to adopt that resolution. Staff has no preference or recommendation as to the approval or

disapproval of Resolution No. 2024-02B, except that if the Commission approves and adopts Resolution No. 2024-02A, then Staff recommends disapproving and not adopting Resolution No. 2024-02B.

**PUBLIC NOTIFICATION:** Advertising and notification of the public hearing for this item was conducted in compliance with South Gate Municipal Code Sections 11.50.020 and 11.50.030. Notice of the hearing was originally posted and published in the *"South Gate Press"* on February 24, 2024.

The original public hearing was scheduled for March 5, 2024. Since, at the request of the Applicant, the public hearing was continued at the March 5th meeting to a "date certain" (April 16th), no additional public notice is required, aside from that described in the above paragraph.

**ENVIRONMENTAL EVALUATION:** Adoption of Resolution No. 2024-02A is exempt from CEQA for two reasons. First, amendment of a zoning code ordinance only constitutes a "project" under CEQA if it has the potential for resulting in direct or indirect physical changes to the environment, per 14 CCR § 15378. This proposed amendment will not cause physical changes to the environment, because it does not exempt future warehouse projects from Conditional Use Permit and CEQA compliance requirements. The proposed amendment is therefore exempt from CEQA because it does not meet the definition of a CEQA project. Second, even if it were to be deemed a project, it has no potential for causing a significant effect on the environment and is therefore exempt from CEQA pursuant to 14 CCR § 15061.

Adoption of Resolution No. 2024-02B is also exempt from CEQA for two reasons. First, it is categorically exempt from CEQA as a Class 6 exemption under 14 CCR § 15306. Class 6 exempts activities consisting of "basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded." Second, it is also statutorily exempt from CEQA as Feasibility and Planning Studies under the CEQA Guidelines at 14 CCR § 15262. That exemption exempts projects "involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or negative declaration but does require consideration of environmental factors."

**BACKGROUND:** The Zoning Code, together with the City's General Plan, Specific Plans and Zoning Map, divides the City into various geographical use zones. Land use permission tables in Section 11.21.030 of the Zoning Code establish the uses to which land in each zone may be put. Table 11.21-3 specifies uses allowed in the Urban Mixed-Use zones, and Table 11.21-4 specifies uses allowed in the Commercial Industrial zones. Under those tables, warehousing is permitted (subject to issuance by the City of a Conditional Use Permit) in the Industrial Flex (IF), Light Industrial (LF), Light Manufacturing (M2) and Heavy Manufacturing (M3) zones. However, footnote 18 in Table 11.21-3 and Footnote 11 in Table 11.21-4 each limits the size and placement of warehouses within those zones as follows:

> "Limited to maximum building area of fifteen thousand square feet and is not permitted along street frontage (would have to be a rear use)."

These footnotes were incorporated into the South Gate Municipal Code in 2015 when the Commission and Council cohesively adopted a comprehensive update to the Zoning Code. The Planning Commissioners and City Council Members who were in office at that time felt the inclusion of these footnotes was necessary to prevent a

proliferation of large warehouses in the City which would cause detrimental impacts to the community.

Recently, landowners and developers have expressed to Staff (and in some cases to Planning Commissioners and to City Council Members) the landowners' and developers' opinions that the limitations imposed by these footnotes are outdated, are unduly restrictive, and create limitations inconsistent with the current business practices of the warehousing industry. They have asked the City to consider eliminating the footnotes entirely, or at least modifying them to loosen the restrictions and allow the construction and operation of larger warehouses in the City.

**ANALYSIS:**

In response to those requests, Staff is presenting to the Commission two separate resolutions. Resolution No. 2024-02A, if adopted by the Commission, would recommend to the City Council that the Zoning Code be amended to delete those footnotes from the land use permission tables. Resolution No. 2024-02B, if adopted by the Commission, would direct Staff to evaluate the effects of modifying or entirely eliminating the footnotes.

Staff does not recommend the adoption of Resolution No. 2024-02A. Deletion of the subject footnotes from the Zoning Code would eliminate the 15,000 square foot size restriction applicable to warehouses in the City. Absent that restriction, the only limitations on warehouse size would be those generally applicable to other buildings in the respective zones imposed by things such as setback requirements, height limitations, and floor-area-ratio requirements. This will undoubtedly lead to the construction of warehouses in the City which are much larger than those currently found in the City. Without further study or other limitations, Staff is unable to predict – or advise the Commission as to – the effects such larger warehouses might have on traffic, infrastructure, noise and other matters important to residents of the City.

Resolution No. 2024-02B is presented as an alternative to Resolution No. 2024-02A. Rather than Resolution No. 2024-02A's "all or nothing" approach of eliminating or retaining the current restrictions on warehouse size and location restrictions, Resolution No. 2024-02B provides an opportunity for Staff to evaluate whether and to what extent those restrictions should be eliminated, modified or retained. Resolution No. 2024-02B would allow Staff to return to the Commission at a later date with an analysis of benefits and detriments of modifying or eliminating those restrictions, as well as whether additional development standards or operating practices should be imposed in connection with the construction and operation of larger warehouses. In this way, the Commission can make a more informed decision.

**CONCLUSION:** If the Commission believes the current restrictions on warehouse size and location are unreasonable and should be changed, Staff recommends adopting Resolution No. 2024-02B but not Resolution No. 2024-02A. If the Commission believes the current restrictions are reasonable, Staff recommends that both resolutions be disapproved and neither be adopted.

**ATTACHMENTS:** A. Resolution No. 2024-02A
B. Resolution No. 2024-02B
C. SGMC, Section 11.21.030, Tables 11.21-3 and 11.21-4

**RESOLUTION NO. 2024-02A**

**A RESOLUTION OF PLANNING COMMISSION RECOMMENDING THAT THE SOUTH GATE CITY COUNCIL ADOPT AN ORDINANCE MODIFYING SECTION 11.21.030 OF THE SOUTH GATE MUNICIPAL CODE TO REMOVE CERTAIN SIZE AND LOCATION RESTRICTIONS ON WAREHOUSE USES**

**WHEREAS,** Land Use Permission Tables 11.21-3 and 11.21-4, which are located in Section 11.21.030 of the South Gate Municipal Code, allow warehouse uses in the City's Industrial Flex (IF), Light Industrial (LI), Light Manufacturing (M2) and Heavy Manufacturing (M3) zones; and,

**WHEREAS,** footnote 18 of Table 11.21-3 and footnote 11 of Table 11.21-4 each limit the size of warehouses to 15,000 square feet and limit the location of warehouses to the rear of the lot rather than on the street front; and,

**WHEREAS,** the owners of certain parcels of property in those zones, as well as developers wishing to develop warehouses in those zones, have contended that the restrictions established by those footnotes are unreasonable and should be eliminated in order to allow the construction and use within the City of warehouses larger than 15,000 square feet; and,

**WHEREAS,** pursuant to California Government Code Section 65854, the Planning Commission duly noticed a public hearing and conducted the public hearing on April 16, 2024, to determine whether the Planning Commission should adopt a resolution recommending that the City Council amend Section 11.21.030 of the South Gate Municipal Code to remove footnote 18 from Table 11.21-3 and to remove footnote 11 from Table 11.21-4; and,

**WHEREAS,** after listening to testimony of persons attending the hearing, and receiving other information from members of the City's Community Development Department, a majority of the Planning Commissioners have determined that the Municipal Code should be amended to remove those footnotes from those tables;

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

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

**SECTION 2.** The Planning Commission hereby finds and determines that the City Council's adoption of an ordinance amending Section 11.21.030 of the South Gate Municipal Code to remove the footnotes from the tables as discussed above would be exempt from the requirements of the California Environment Quality Act ("CEQA") for two reasons. First, amendment of a zoning code ordinance only constitutes a "project" under CEQA if it has the potential for resulting in direct or indirect physical changes to the environment, per 14 CCR § 15378. This proposed

amendment will not cause physical changes to the environment, because it does not exempt future warehouse projects from Conditional Use Permit and CEQA compliance requirements. The proposed amendment is therefore exempt from CEQA because it does not meet the definition of a CEQA project. Second, even if it were to be deemed a project, it has no potential for causing a significant effect on the environment and is therefore exempt from CEQA pursuant to 14 CCR § 15061.

**SECTION 3.** Such an ordinance would be consistent with and support the General Plan.

**SECTION 4.** Such an ordinance would not adversely affect the public health, safety, or welfare of the City and would protect public health, safety, and welfare in the City.

**SECTION 5.** The Planning Commission hereby recommends that the City Council adopt an ordinance revising Section 11.21.030 of the South Gate Municipal Code to remove footnote 18 from Table 11.21-3 and to remove footnote 11 from Table 11.21-4.

**SECTION 6.** The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

**SECTION 7.** 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.

[continues to next page]

This recommendation was adopted by the following vote at the Planning Commission meeting of April 16, 2024.

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

**APPROVED** and **ADOPTED** this 16th day of April, 2024.

Meredith Elguira
Secretary
City Planning Commission

**APPROVED:**

Jimmy Ozaeta
Chairperson
City Planning Commission

**RESOLUTION NO. 2024-02B**

**A RESOLUTION OF PLANNING COMMISSION DIRECTING STAFF TO STUDY THE ADVISABILITY OF AMENDING SECTION 11.21.030 OF THE SOUTH GATE MUNICIPAL CODE TO MODIFY OR REMOVE CERTAIN SIZE AND LOCATION RESTRICTIONS ON WAREHOUSE USES**

**WHEREAS**, Land Use Permission Tables 11.21-3 and 11.21-4, which are located in Section 11.21.030 of the South Gate Municipal Code, allow warehouse uses in the City's Industrial Flex (IF), Light Industrial (LF), Light Manufacturing (M2) and Heavy Manufacturing (M3) zones; and,

**WHEREAS,** footnote 18 of Table 11.21-3 and footnote 11 of Table 11.21-4 each limit the size of warehouses to 15,000 square feet and limit the location of warehouses to the rear of the lot rather than on the street front; and,

**WHEREAS,** the owners of certain parcels of property in those zones, as well as developers wishing to develop warehouses in those zones, have contended that the restrictions established by those footnotes are unreasonable and should be eliminated in order to allow the construction and use within the City of warehouses larger than 15,000 square feet; and,

**WHEREAS,** pursuant to California Government Code Section 65854, the Planning Commission duly noticed a public hearing on March 5, 2024, to determine whether the Planning Commission should adopt a resolution recommending that the City Council amend Section 11.21.030 of the South Gate Municipal Code to remove footnote 18 from Table 11.21-3 and to remove footnote 11 from Table 11.21-4. At the request of the Applicant, the public hearing was not opened on March 5, 2024 and the item was moved to the Planning Commission hearing of April 16, 2024; and,

**WHEREAS,** at the April 16, 2024 public hearing, after listening to testimony of persons attending the hearing, and receiving other information from members of the City's Community Development Department, a majority of the Planning Commissioners have determined that they need more information as to the possible impacts of such an amendment to the Municipal Code before the Planning Commission can make such a recommendation;

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

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

**SECTION 2.** The Planning Commission hereby finds and determines that a request by the Planning Commission for the members of the City's Community Development Department to obtain and provide additional information to the Planning Commission as to the possible effects

of revising Section 11.21.030 of the South Gate Municipal Code to remove the footnotes from the tables as discussed above would be exempt from the requirements of the California Environment Quality Act ("CEQA"), under the Class 6 categorical exemption provided by 14 CCR § 15306, and would also be exempt from CEQA under the statutory exemption for Feasibility and Planning Studies provided by 14 CCR § 15262.

**SECTION 3.** The Planning Commission hereby instructs the staff of the Community Development Department to return to the Commission at a date in the near future with an analysis of (i) the benefits and detriments of modifying or eliminating the restrictions on warehouse size and location imposed by footnote 18 of Table 11.21-3 and footnote 11 from Table 11.21-4 of Section 11.21.030 of the South Gate Municipal Code, and (ii) whether additional development standards or operating practices should be imposed in connection with the construction and operation of larger warehouses.

**SECTION 4.** The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

This recommendation was adopted by the following vote at the Planning Commission meeting of April 16, 2024.

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

**APPROVED** and **ADOPTED** this 16th day of April, 2024.

William Ozuna for
Meredith Elguira
Secretary
City Planning Commission

**APPROVED:**

Jimmy Ozaeta
Chairperson
City Planning Commission

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Councilmember
Cynthia Gonzalez, Ed.D

City Manager
Alfonso Noyola, ICMA-CM

April 16, 2024

City of South Gate
Community Development Department
8650 California Avenue
South Gate, CA 90280

**RE: PLANNING COMMISSION APRIL 16, 2024 MEETING – ITEM #2**

To Whom it May Concern:

This letter is submitted by the City of Cudahy (Cudahy) in response to Item #2 of the April 16, 2024 Planning Commission agenda which contains two resolutions that propose to either (1) remove a size restriction for warehouses in Chapter 11.21 of the South Gate Municipal Code ("SGMC") through the adoption of an ordinance (Resolution No. 2024-02A); or (2) direct staff to study the issue further (Resolution No. 2024-02B). The adoption of Resolution No. 2024-02A would recommend to the City Council the adoption of a proposed ordinance that would eliminate the size limitations in the City's Urban Mixed Use Zones and Commercial Industrial Zones. This would include:

- Light Manufacturing (M2) Zone
- Heavy Manufacturing (M3) Zone
- Industrial Flex (IF) Zone

The proposed ordinance is inconsistent with the City's General Plan which aims to reduce, limit, and even phase out industrial uses within the City in order to provide more diverse job opportunities and create more vibrant communities that present opportunities for more open space, recreation, and pedestrian activity. Additionally, the proposed ordinance would increase the reasonably foreseeable environmental impacts (noise, vibration, air pollution, high levels of truck traffic) associated with warehousing and distribution uses, which have not been analyzed pursuant to CEQA.

**I. Inconsistency with the General Plan**

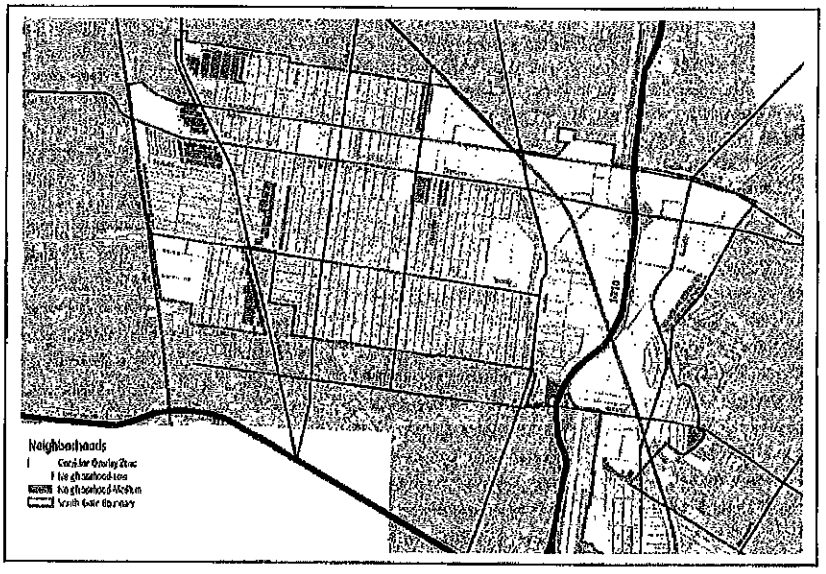
The proposed ordinance is inconsistent with the General Plan, inclusive of the Community Design Element which recognizes that "the City has a large number of industrial uses [and] there is a lack of a diversity of other job-producing uses, namely office and research and development uses [that] could help diversify the economy and advance the economic position of city residents.[1]

In order to provide a higher diversity of employment opportunities, the General Plan also seeks to transform the City's "wide variety of industrial, warehouse and distribution areas...to allow for higher intensity, job producing uses. Desired new uses include an expansion of the light industrial/flex condominium-style development that builds on and supports the boutique fabrication industry currently present in the City, office uses and research and development uses[]"[2] but does not support the proliferation of warehousing uses.

A. General Plan Neighborhood Designation

Several of the City's Commercial Industrial and Urban Mixed Use Zones, as shown in Figure 1, below are also designated in the General Plan as Neighborhood Overlay Corridors. "The General Plan seeks to transform Corridors from the features that divide the community into areas that bring people together. Corridors should be attractive, contain a diverse mix of uses – including residential uses than currently exist – provide safe travel for pedestrians, bicycles, transit vehicles and automobiles, and enable people and goods to circulate with relative ease."

**Figure 1. Neighborhood Overlay Corridors[3]**




[1] City of South Gate, General Plan 2035 – Community Design Element ("Community Design Element), p. 48.
[2] Community Design Element, p. 52.
[3] Community Design Element, p. 59.

By allowing warehouses to enjoy an unlimited size, the negative impacts associated with warehousing uses would proliferate, intensify, and would discourage a diversity of uses citywide.

B. General Plan Place/Type Intensity Limitations for Manufacturing/Distribution

The General Plan's Manufacturing/Distribution Place/Type designation permits large-scale warehouse, distribution and logistics facilities, but limits the intensity of such uses up to 2.0 FAR, and up to four stories. Allowing an unlimited size for warehouses would be contrary to the City's own General Plan.

C. Applicable General Plan Policies

The proposed ordinance would also be inconsistent with the following General Plan objectives, goals, and policies:

- Objective CD 2.4: Provide land for a diversity of job producing uses throughout the City.
  - P.3: The City should not greatly expand the amount of land for Manufacturing/Distribution uses. Existing manufacturing and distribution uses may remain in their current locations and configurations, and may expand their current operations.
- Objective CD 8.4: Reduce the impact of Manufacturing/Distribution and Light Industrial/Flex businesses on adjoining land uses.
  - P.1: Neighborhoods should be protected from incompatible non-residential uses and disruptive traffic and other noise generating uses to the greatest extent feasible.
  - P.2: The consideration and mitigation of noise, light, vehicular and other impact on residential properties will be considered when Manufacturing/Distribution or Light Industrial/Flex are proposed.
  - P.3: Existing, non-conforming industrial uses should be phased out during the course of the General Plan.
  - P.4: The City will not permit existing, non-conforming industrial uses to significantly expand their facilities except to rectify building code violations and maintain the appearance of the building.
  - P.5: Industrial uses should be regulated to minimize smoke, pollution, glare, excessive noise and other adverse impact on employees and on adjoining uses and areas.
  - P.9: The City will limit the development of industrial and other uses that use, store, produce or transport toxic substances, generate unacceptable levels of noise or air pollution, or produce other pollutants. The City will require adequate mitigation measures, confirmed by environmental review and monitoring, for all such uses that are developed.

**II. Failure to Comply with CEQA's Requirements**

CEQA requires an analysis of a project's reasonably foreseeable direct and indirect environmental impacts. Staff's analysis and conclusions regarding the determination that Resolution No. 2024-02A does not constitute a "project" pursuant to CEQA is incorrect as a matter of law and as a matter of fact. Staff concludes that an "amendment of a zoning code ordinance only constitutes a 'project' under CEQA if it has the potential for resulting in direct and indirect physical changes to the environment, per 14 CCR § 15378." In fact, zoning ordinances are within CEQA's purview when they have a reasonably foreseeable direct or indirect physical change to the environment.[4] As discussed in further detail below, the proposed ordinance constitutes a "project" for the purposes of CEQA.

Zoning ordinances are subject to the threshold question of whether the City's proposed action would have a reasonably foreseeable indirect physical change in the environment.[5] While Resolution No. 2024-02A concludes that "even if [the proposed ordinance] were deemed a project, it has no potential for causing a significant effect[,]" the statement is not supported by any evidence in the record. By staff's own analysis, the removal of the size requirement for warehouses would "undoubtedly lead to the construction of warehouses in the City which are much larger than those currently found in the City. Without further study or other limitations, Staff is unable to predict or advise the Commission as to – the effects such larger warehouses might have on traffic, infrastructure, noise and other matters important to residents of the City."[6] This statement directly contradicts its own conclusion. The City must analyze these reasonably foreseeable impacts which are also well documented.

The City's own General Plan recognizes the negative impacts associated with industrial uses, including:

- close proximity of industrial uses to some residential areas; [7]
- locations where industrial uses are located on parcels designated for residential uses;[8]
- buildings that are in disrepair;[9]
- high levels of truck traffic on City streets;[10]
- heavy truck traffic;[11]
- noise;[12]
- air pollution;[13]

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[4] Pub. Res. Code §§ 21065, 21080; see also CEQA Guidelines § 15378(a)(1).
[5] Pub. Res. Code § 21065; *Union of Medical Marijuana Patients, Inc. v City of San Diego* (2019) 7 Cal.5th 1171, 1198 ("*UMMP v. San Diego*").
[6] City of South Gate, Planning Commission Staff Report ("Staff Report"), p. 3 (April 16, 2024) Available at: a9f33bc0-4d60-4a51-ad94-632fafc0f26e-4b902e70-9bac-4eb0-a842-ccbdf6afe394-1712679909.pdf (d3n9y02raazwpg.cloudfront.net).
[7] Community Design Element, p. 48.
[8] Community Design Element, p. 48.
[9] Community Design Element, p. 48.
[10] Community Design Element, p. 48.
[11] Community Design Element, p. 76.
[12] Community Design Element, p. 76.
[13] Community Design Element, p. 76.

- indirect impacts from high levels of traffic, including air pollution, roadway congestion, damage to infrastructure, and negative health impacts.[14]

Such impacts would be felt throughout the City and by residents who live directly north of a large warehousing project proposed at 5037 Patata Street.

The fact that any subsequent projects would be subject to a conditional use permit is irrelevant. In *UMMP v. San Diego,* the court held it is enough for the activity to be "capable of causing a direct or reasonably foreseeable indirect physical change in the environment [without regard to] the specific circumstances in which the proposed activity will be carried out."[15] Similar to the facts before you today, in *UMMP v. San Diego,* staff concluded that a zoning ordinance that regulated cannabis activities was exempt from CEQA because subsequent site-specific projects would be subject to a conditional use permit and impacts would be evaluated on a case-by-case basis.[16] Similarly, staff's analysis for Resolution 2024-02A states that it is not subject to CEQA because "it does not exempt future warehouse projects from Conditional Use Permits and CEQA compliance requirements."[17] The court has rejected such conclusory statements when they are not supported by substantial evidence, ruling that "a local agency 'cannot argue' that approval a regulation is not a project 'merely because further decisions must be made' before the activities directly causing environmental change will occur…[and the proposed regulation] requires the City to treat it as a project and proceed with the next steps of the CEQA analysis."[18] The City has not conducted any environmental analysis pursuant to CEQA, and such analysis must be completed prior to adopting any such ordinance.

## III. Conclusion

We urge the Planning Commission to reject both resolutions on the premise that both proposals are inconsistent with the City's General Plan. Further, the proposed ordinance that would eliminate size restrictions for warehouses would violate CEQA's requirements without any further review.

Sincerely,

CITY OF CUDAHY

Juan Arauz, AICP
Community Development Director

[14] City of South Gate, General Plan 2035 – Economic Development Element ("Economic Development Element"), p. 223.
[15] *Id.* at p. 1197.
[16] *Id.* at p. 1200.
[17] Staff Report, p. 2.
[18] *Id.*

cc: Alfonso Noyola, City Manager, City of Cudahy
Honorable Daisy Lomeli, Council Member, City of Cudahy
Honorable Jose R. Gonzalez, Mayor, City of Cudahy
Honorable Elizabeth Alcantar, Vice Mayor, City of Cudahy
Honorable Martin U. Fuentes, Council Member, City of Cudahy
Honorable Ed. Cynthia Gonzalez, Council Member, City of Cudahy
Stephanie Arechiga, City Attorney, City of Cudahy
Cecilia Madrigal-Gonzalez, Senior Planner, City of Cudahy
Honorable Maria del Pilar Avalos, Mayor, City of South Gate Honorable
Gil Hurtado, Vice Mayor, City of South Gate
Honorable Maria Davila, Council Member, City of South Gate
Honorable Al Rios, Council Member, City of South Gate
Honorable Joshua Baron, Council Member, City of South Gate
Jimmy Ozaeta, Chairperson, South Gate Planning Commission Jovanna
Laborin, Vice Chairperson, South Gate Planning Commission Ivy
Duarte, Commissioner, South Gate Planning Commission
Jose Delgado, Commissioner, South Gate Planning Commission
Daisy Prieto, Commissioner, South Gate Planning Commission
Rob Houston, City Manager, City of South Gate
Raul Salinas, City Attorney, City of South Gate
Meredith Elguira, Community Development Director, City of South Gate

**Esther Washington**

**From:** Mario Dominguez, Jr. <majorblood80@gmail.com>
**Sent:** Monday, April 15, 2024 5:49 AM
**To:** Meredith Elguira; Esther Washington
**Subject:** Fwd: Public Comment For April 16th 2024 Planning Commission Meeting

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments

I made the mistake of typing up an email with my public comment for item 2 of Tuesday's Planning Commission meeting. With my captaincaveman email. So I'm now sending it to you with my majorblood email. Please read the message below.

---------- Forwarded message ---------
From: **Mario Dominguez, Jr.** <captaincaveman17@gmail.com>
Date: Mon, Apr 15, 2024 at 5:35 AM
Subject: Fwd: Public Comment For April 16th 2024 Planning Commission Meeting
To: <majorblood80@gmail.com>

If Robert "Mr. Mussolini" Montalvo shows up at the Planning Commission meeting, I ask that you please read this email during the public comment portion for item 2. 'Mr. Mussolini" put a restraining order against me. So if he's present for the meeting. That means I'll have to leave. Yeah, I don't want to risk getting arrested or being caught for violating the restraining order judgement against me. Now I'm paranoid that the bastard will ratfuck me again. Thank you.

---------- Forwarded message ---------
From: **Mario Dominguez, Jr.** <captaincaveman17@gmail.com>
Date: Mon, Apr 15, 2024 at 5:29 AM
Subject: Public Comment For April 16th 2024 Planning Commission Meeting
To: Meredith Elguira <melguira@sogate.org>, <ewashington@sogate.org>

Item 2 : I ask that the Commissioners vote no on the two resolutions being presented for item 2. There's a reason why cities have a Zoning Code and a General Plan. They serve as a safeguard to keep certain areas of a city from being overdeveloped. Now you are being asked by these developers to lift these restrictions so they can build whatever they want at this particular location. Never mind the impact that their facility will have on us the residents who live here. Your decision on this item will have a direct impact on everyone who lives in this city.

Think of the future of our town. What sort of future do you want us to have? Do you want us to have more traffic and longer travel times getting in and out of our city? Do you want us to have more waves of cargo trucks coming on and off of the 710 Freeway? The reason why these developers want this particular location is because of the close proximity to the 710 Freeway. It's a stone's throw away from where their operation would be built. This location would give them immediate access to a major freeway. Unless these developers are willing to modify their designs and adhere to our city's Zoning Codes, I see no reason for you all to move forward with this item. You all need to ask yourselves, what sort of city do you want to live in? Again, what sort of future do you want your city to have? I think our city's future can withstand not having this facility or business in it. But that's just me. Remember, our town is 100 years old. And we're doing okay. I urge you all to reject this item and vote no. Thanks for listening.

Allen Matkins

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law
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www.allenmatkins.com

**Paige H. Gosney**
E-mail: pgosney@allenmatkins.com
Direct Dial: 949.851.5444 File Number: 390939.00003/4868-8653-1767.1

**Via Hand Delivery**

April 23, 2024

City of South Gate
Attn: Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280

**Re: Notice of Appeal of Planning Commission Denial of Resolution No. 2024-02A (Mun. Code, § 11.50.040)**

Ms. Glaze:

This firm represents South Gate Owner, L.P. ("Owner") in connection with its ownership and development of the approximate 27.1 acre property ("Property") located at 5037 Patata Street in the City of South Gate ("City"). The Property was formerly occupied by Armstrong World Industries and utilized the 240,000 square-foot ("SF") building for the manufacture and production of residential and commercial linoleum floor tiles and resilient flooring which involved the use of asbestos and other chemicals that led to significant contamination on the Property. In coordination with the Department of Toxic Substances and Controls ("DTSC"), Owner has spent significant time and resources remediating the polluted and abandoned Property to eliminate the prior hazardous conditions and enable its redevelopment for the proposed Project.

Owner is in the process of entitling the Property for development of a proposed 435,420 SF regional headquarters and distribution facility and an approximately 12,777 square foot truck maintenance building ("Project") to be leased to Anheuser-Busch. The Project, which will be constructed to LEED-Gold standards with roof-top solar panels and extensive EV-charging infrastructure and operational capacity, is anticipated to introduce over 250-300 high-paying jobs and will generate significant revenue for the City among other substantial public benefits set forth in the Project's Development Agreement, such as $250,000.00 for off-site roadway improvements.

The City's Zoning Code authorizes the Project's uses, subject to issuance of a conditional use permit ("CUP") and compliance with other applicable City development standards and regulations. (Tables 11.21-3; 11.21-4.) However one development standard which cannot be met is a 15,000 square-foot ("SF") size limitation on new industrial warehouse uses located in the City's Urban Mixed-Use and Commercial Industrial Zones, including the M3 (Heavy Industrial) zone governing the Property. (*Id.*, at footnotes 18, and 11, respectively.) The 15,000 SF cap would

effectively prohibit the Project (and all of the revenue and community benefits that it would bring to the City) as well as preclude all other warehouse facilities capable of meeting the needs of the current industrial market. Owner's brokers have stated that there is limited demand for facilities under 15,000 SF and these facilities generate very few jobs, community and economic benefits.

On April 16, 2024, the City Planning Commission considered the adoption of Resolution No. 2024-02A (the "Resolution") which would amend the City's Zoning Code to remove the 15,000 SF limitation on new warehouse uses in the City. The Agenda Bill prepared by City Staff recommended denial of the Resolution based upon, among other things, the unfounded and inaccurate statement that elimination of the 15,000 SF cap "will undoubtedly lead to the construction of warehouses in the City which are much larger than those currently found in the City." (April 16, 2024, Agenda Bill, p. 3.) After considering public testimony from Owner and other local business owners in support of the Resolution, the Planning Commission voted 3-2 to adopt Staff's recommendation and deny the Resolution.

In accordance with Section 11.50.040 of the City's Zoning Code, the purpose of this letter is to formally appeal the Planning Commission's action denying the Resolution to the City Council.[1] The Planning Commission's denial of the Resolution should be vacated and overturned by the City Council for the following reasons, which Owner reserves the right to supplement and/or amend prior to or during the subsequent public hearing on the matter.

**1. The Adoption of the Resolution and Removal of the 15,000 SF Cap Will Increase The City's Flexibility to Consider New and Renovated Logistics and Warehouse Projects.**

Contrary to the statements and commentary provided by City Staff and members of the Planning Commission at the April 16, 2024, meeting, the adoption of the Resolution and elimination of the 15,000 SF cap on new warehouse uses would increase the City's flexibility and discretion to consider potential new warehouse developments. The scope of new warehouse developments would include proposals to renovate and modernize existing, outdated warehouse facilities that are no longer capable of meeting the needs of the modern industrial sector and thereby enable the City to "keep up" with the evolving commercial and industrial market. This increased flexibility will ensure that the City retains a vibrant and robust, revenue-generating commercial and industrial market that is anchored by facilities, such as the Project, that incorporate the most up-to-date EV-charging and solar energy infrastructure and are constructed pursuant to the most-stringent environmental building standards, such as LEED Gold certification.

Under the current Zoning Code, the City does not even have the ability to consider new industrial projects involving a warehouse use that exceeds 15,000 SF. As a result, the City is deprived of the opportunity to weigh all of the significant monetary and community benefits (increased property tax revenue, off-site public infrastructure and improvements, Development

[1] Enclosed please find a check for $2,364.00 as payment for the appeal fee.

Agreement public benefits, point-of-sale revenue, trickle-down benefits to local restaurants and retail businesses that would be patronized by employees and customers of the projects, etc.) that would flow from the approval of such projects against the potential and/or perceived adverse impacts. In doing so, the Planning Commission and/or City Council would be able to make an informed decision regarding whether the proposed project is in the best interests of the City.

Thus, the adoption of the Resolution and amendment of the Zoning Code to remove the 15,000 SF cap for new industrial warehouses would actually empower City legislators and Planning Staff to be more actively involved in determining – and implementing – the preferred long-term vision for the City. As of now, the City is handcuffed in its ability to decide the types of development that will ultimately be of greatest use and benefit to City residents and the local business community.

**2. The City Will Retain Discretion to Evaluate the Benefits and Potential Impacts of New Warehouse Uses on a Project-By-Project Basis Pursuant to the Current CUP Approval and Appeal and CEQA Environmental Review Processes.**

As noted above, the Agenda Bill and verbal presentation by City Staff at the April 16, 2024, meeting included the false declaration that removal of the 15,000 SF size limitation on new warehouse facilities would "***undoubtedly***" lead to the proliferation of new, significantly larger industrial warehouse facilities in the City. The implication of this patently incorrect and unfounded statement is that adoption of the Resolution would somehow "open the floodgates" to new industrial warehouses that would proliferate throughout the City and that City Staff and legislators, including the Planning Commission and City Council, would have no ability to regulate, condition or deny such projects. This implication is completely false and incorrect.

First, all new proposed warehouse uses would require the approval and issuance of a CUP. A CUP is a discretionary permit that "may only be approved by the planning commission or city council in accordance with applicable zone requirements and in compliance with [the Zoning Code]." (Mun. Code, § 11.52.020.) In order to grant a CUP, the Planning Commission and/or City Council is required to make certain mandatory findings, including that: (i) approval of the CUP is consistent with and will not adversely affect the City's Zoning Code and General Plan; (ii) the design of the proposed development and permit conditions are "compatible with the existing and future land uses of the applicable zone"; and (iii) approval of the CUP "would not result in detrimental impacts to adjacent properties or to the character or function of the neighborhood." (Mun. Code, § 11.52.030.) Subject to these findings, the City Planning Commission and/or City Council have the sole and exclusive discretion to approve, approve subject to certain conditions and requirements, or deny a proposed warehouse project. While having the discretion to deny uses which could be considered to be detrimental to adjacent properties, the City also is empowered, through the CUP process, to impose conditions of approval on the Project to address the impacts of warehouse projects.

In addition, all discretionary projects, such as those requiring CUPs, are subject to environmental review under the California Environmental Quality Act (Pub. Resources Code, §§ 21000, et seq.) ("CEQA") except for those that qualify for a categorical exemption. (Pub. Resources Code, § 21080(a).) The level of environmental review under CEQA generally depends on, among other things, the exact nature of the project being proposed, whether the Site will be developed in phases or as a single project, and whether the lead agency determines that an Environmental Impact Report ("EIR") is required rather than a mitigated negative declaration ("MND") or exemption. Ultimately, the lead agency – which in this case would be the City – makes the final determination about whether an MND, EIR, or exemption will be required for a project.

The CEQA environmental review process – via an MND or EIR – is rigorous, thorough and involves a comprehensive analysis of **all** of a project's potential environmental impacts, including traffic, air quality, greenhouse gas, noise, aesthetics, land use, water and other impact areas, as well as suggesting mitigation measures that can be imposed to help reduce or eliminate any impacts that are found to be significant. As with the CUP process, and as a second level of review and "check" on future warehouse development, the City Planning Commission and/or City Council retain absolute discretion to approve or deny a proposed warehouse project based upon its potential adverse environmental impacts.

Finally, in the event that a warehouse project is approved by the Planning Commission and involves some level of public controversy or concern, there is a third level of discretion and review in that the Planning Commission's action approving the subject project can be appealed by any interested party or "opponent" to the City Council. (Mun. Code, § 11.50.040.) The appeal will be heard by the City Council at a noticed public hearing during which the City Council has exclusive discretion to affirm the Planning Commission's decision, reject or overrule the decision, or impose further conditions on the project beyond those imposed by the Planning Commission in granting the original CUP approval. (Mun. Code, §§ 11.50.040; 11.52.040(C)-(E).)

Thus, contrary to the statements and representations by City Staff and in the April 16, 2024, Agenda Bill, the approval of the Resolution and removal of the 15,000 SF cap would result in no loss or reduction in the City's discretion to consider and approve or deny future warehouse projects or otherwise cause an unchecked or unregulated proliferation of massive new warehouse projects in the City. The City – and the City alone – retains the discretion to determine what industrial projects over 15,000 SF get approved (if any) and under what conditions or restrictions. As noted above, the adoption of the Resolution and removal of the 15,000 SF size limitation would have the effect of increasing the Planning Commission's and City Council's flexibility and opportunity to determine the scope of new warehouse development in the City.

**3. Conclusion.**

Based upon the foregoing, and any additional documents, information and evidence that may be further presented at or before the scheduled public hearing on this appeal, Owner respectfully requests that the City Council vacate and overturn the Planning Commission's April 16, 2024, denial and approve the Resolution in its entirety.

Please contact us if you have any questions or wish to discuss this matter in further detail.

Very truly yours,

Paige H. Gosney

PHG
Enclosure

cc: Craig Hardwick, City Attorney (via e-mail only w/o Encl.)
Rob Houston, City Manager (via e-mail only w/o Encl.)
Client (via e-mail only w/o Encl.)

# Item No. 4

Office of the
South Gate City Clerk

MAY 20 2024

FILED

5:35 P.M.

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**
Originating Department: **Public Works**

***Department Head:*** *Arturo Cervantes* ***City Manager:*** *Rob Houston*

**SUBJECT: ORDINANCE GRANTING A FRANCHISE AGREEMENT TO TESORO SOCAL PIPELINE COMPANY, LLC**

**PURPOSE:** The City regulates utility companies that have facilities that occupy the City's public right-of-way through franchise agreements. Tesoro SoCal Pipeline Company, LLC., ("Tesoro SoCal") is seeking renewal of a 10-year franchise for two existing pipelines known as Pipeline No. 034 and 080 ("Pipelines"), which was previously covered under Ordinance No. 2020-01-CC. Ordinance No. 2024-23-CC was introduced during the City Council Meeting of May 14, 2023. Adoption of Ordinance No. 2024-23-CC is the last action needed for the City Council to renew the franchise agreement.

**RECOMMENDED ACTIONS:** The City Council will consider:

a. Adopting Ordinance No. 2024-23-CC granting a ten-year franchise from February 27, 2024, through and including February 26, 2034, to Tesoro SoCal Pipeline Company, LLC., to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing oil and oil products, within the City; and

b. Appropriating $23,208 in additional franchise fees to the General Fund revenue estimates for FY 2024/25 and $10,470 plus consumer price index increase, annually, thereafter.

**FISCAL IMPACT:** If the City Council adopts the Ordinance granting the franchise agreement, Tesoro SoCal will pay the City a one-time granting fee and annual fees, as summarized below.

| | Fees | Granting Fee | Total |
|---|---|---|---|
| **Year 1** | $10,265 | $12,943 | $23,208 |
| **Year 2 to 10** | $10,470 | | *$102,134 |
| **Total** | **$112,399** | **$12,943** | **$125,342** |

* Assumes an annual CPI increase of 2%.

There will be an increase in revenue. The annual amount received under the previous franchise agreement was $4,000 average per year for a grand total of $31,659 including the Granting Fee.

Negotiations have increased that amount to $10,265 per year plus an annual CPI increase for a total estimated revenue of $125,342 inclusive of a CPI increase and granting fee.

The granting fee is consistent with Section 13.10.010 (Rates – General), of Chapter 13.10 (Compensation), Division 1 (Oil, Gas, and Water Pipelines), of Title 13 (Franchises) of the South Gate Municipal Code. The annual rate is set in compliance with California Public Utilities Code 6231.5 subsection (e)(2), which applies to utility pipelines that are not publicly owned. It authorizes an annual franchise fee in an amount agreed to by the applicant and the municipality, or an annual franchise fee computed by multiplying the sum of one-half of the nominal internal diameter of the pipe, expressed in inches, by the number of lineal feet of the pipe within the public streets, ways, alleys, or other public places within the municipality.

**NOTICING PROCEDURES:** Before the City Council can grant a Franchise Agreement, California Public Utility Code Sections 6232 *et seq.* requires a public hearing. A public hearing notice was duly published in *The Los Angeles Wave*, a newspaper of general circulation on April 25, 2024.

**ANALYSIS:** The City regulates utility companies that have facilities that occupy the public right-of-way through franchise agreements. The City's 5-year franchise with Tesoro SoCal for the Pipelines expired on February 26, 2024. Tesoro SoCal is requesting renewal of the franchise for the Pipelines which was granted under Ordinance No. 2020-01-CC. Before the City can award a franchise, the California Public Utility Code Section 6232 *et seq.*, requires the City Council to adopt an ordinance granting the franchise agreement.

The proposed Franchise Agreement is identical to the current Franchise Agreement with the exception of its effective period, term, and fees. Highlights of the proposed Franchise Agreement include:

- Covers Pipeline Nos. 034 and 080.
- A 10-year term from February 27, 2024, to February 26, 2034.
- Terms and conditions which are in accordance with California Public Utilities Code Section 6201 and Ordinance.
- Pipeline maintenance in accordance with all city, county, state, and federal ordinances, statutes, rules, regulations, and other laws.
- Establishing liability insurance, bond, and indemnity requirements.
- Setting the franchise payment, and the rules and requirements under which the TPC franchise will be required to operate.
- Providing an emergency response plan meeting the requirements of federal and state law. The plan must be comprehensive and provide a 24-hour notification program and emergency response services, including traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem. It also requires repairs of public streets, alleys, or parkways within seventy-two (72) hours.

The Pipelines carry gasoline and diesel products, and are the only pipelines owned by Tesoro SoCal within the City. The Pipelines are located within 500 feet of the residential and school zones. The safety standard referenced in the Franchise Agreement requires the operation of the Pipelines in accordance with Government Code Section 51010. Under this code, the State Fire Marshall exercises exclusive safety regulatory and enforcement authority over hazardous liquid pipelines and may implement the federal Hazardous Liquid Pipeline Safety Act (49 U.S.C. Sec. 2001 et seq.) and federal pipeline safety regulations, as necessary to obtain annual federal certification. Thus, the Pipelines must be used, operated, repaired, or modified in accordance with the safety regulations set by the California State Fire Marshal, further, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 (Special Provisions for Oil Pipelines), Division 1 (Oil, Gas and Water Pipelines), of Title 13 (Franchises) of the South Gate Municipal Code. The State Fire Marshal is further required to annually inspect the Pipelines to ensure compliance with laws and regulations. Tesoro SoCal is required to submit certified test results for the pipelines subject to the provision of the Pipeline Safety Act of 1981.

**BACKGROUND:** Tesoro SoCal currently operates two underground pipelines to transport petroleum products beneath Southern Avenue and Garfield Avenue which have been in place since 1999 under ownership by several different oil and pipeline companies: one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"); and the other is a 12,952 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way ending at the Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 080"). The Pipelines carry gasoline and diesel products.

The most recent franchise, Ordinance No. 2020-01-CC, was adopted by the City Council on August 26, 2019, and expired on February 26, 2024. Tesoro SoCal has requested that the franchise for the Pipelines be renewed however for a 10-year term. South Gate Municipal Code, Section 13.08.010, allows the term of the franchise to be twenty-five years. To better manage pipelines within the City, it is the practice of the City to issue franchises on a ten-year term basis in order to ensure the pipelines are well maintained. The proposed Resolution will extend the term of the franchise for an additional ten years, commencing retroactively on February 27, 2024, and expiring on February 26, 2034. Adaption of the proposed ordinance is the last of three actions required by the City Council to renew the franchise.

The schedule for issuing the Franchise Agreement is as follows:

| Action | Description | Date |
|---|---|---|
| 1 | Adopted a Resolution declaring the intention to grant a franchise to Tesoro SoCal. | 4/9/2024 |
| 2 | Conducted a public hearing and introduce an ordinance granting a ten-year franchise to Tesoro SoCal. At the conclusion of the public hearing, the City Council may overrule, deny, or deem insufficient any oral or written protests, and may then grant the franchise. | 5/14/2024 |
| 3 | Adopt the Ordinance (franchise) | 5/28/2024 |

Renewal of the Franchise Agreement is recommended for the reasons following:

- Granting the Franchise Agreement to Tesoro SoCal will automatically bestow rights upon the City and create obligations that must be performed by Tesoro SoCal for the benefit of the City, pursuant to Article 4 (Public Utilities Code §§ 6291 through 6302) of California's Franchise Act of 1937, including the following:
    - The City shall have the right to terminate the franchise and/or sue TPC for any failure to properly perform Tesoro SoCal's obligations under the franchise.
    - Requires Tesoro SoCal to comply with ordinances and policies adopted by the City Council relative to the location and maintenance of the Pipeline and any appurtenances.
    - Provides compensation to the City for the cost of any repairs to public property made necessary by Tesoro SoCal's operations under the franchise.
    - Requires Tesoro SoCal to indemnify and defend the City from and against damages resulting from TCP's operations under the franchise.
    - Obligates Tesoro SoCal, at its expense, to remove and relocate the Pipeline where necessary due to changes of grade, alignment, or width of public streets.
    - Obligates Tesoro SoCal to notify the City upon any sale, transfer, assignment or lease of the franchise or any rights granted thereunder.
    - Requires Tesoro SoCal to provide a corporate surety bond, savings and loan certificates or shares which the City can use as liquidated damages should TPC fail to fulfill the Franchise Agreement requirements.
- As noted above, the Franchise Agreement requires 2020-01-CC to file annual reports with the City confirming the maintenance and operation of the Pipeline is in compliance with federal and state law. Tesoro SoCal has been conducting inspections and testing of the Pipelines using advanced inspection technologies and other best management practices. Evidence available to the City indicates that the Pipelines have been properly maintained by Tesoro SoCal.
    - The California Government Code (Section 51010) authorizes the State Fire Marshall to inspect the pipelines. Staff communicated with the Division Chief of the Office of the State Fire Marshall on February 12, 2024.
    - According to the State Fire Marshall, Tesoro SoCal "has been performing maintenance and inspections of the Pipelines pursuant to the California Safety Act and U.S. Code of Federal Regulations (CFR). Pursuant to CFR, a pipeline operator must inspect its pipeline at intervals of not to exceed five years. Line 034 was hydrostatically inspected on October 19 and 21, 2022, Line 080 was internally inspected on May 16, 2022, to May 20, 2022, and the Pipelines are in compliance with the requirements set forth by the Federal Department of Transportation Requirements."
    - Tesoro SoCal received a warning letter from Cal Fire on February 9, 2024, regarding incompliance of control and alarm room management. Cal Fire, along with the Pipeline and Hazardous Materials Safety Administration (PHMSA)

performed the inspection. City staff have determined that this is a minor issue as 4/9/20 Tesoro is aware and has already begun taking the necessary action to resolve the issue.

  - Most recently on March 11, 2024, Tesoro SoCal received a Notice of Violation from the Los Angeles Regional Water Quality Control Board for failure to develop a complete storm water pollution prevention plan. City staff has discussed this notice with Tesoro SoCal and has received assurances that Tesoro SoCal began taking the necessary action to resolve this violation.

- The granting fee and annual fees will be paid to the City if the proposed franchise agreement is approved.

Compliance with CEQA: The Pipelines are determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. Section 15301 provides for exemption of the proposed pipeline franchise, because the project consists of the operation of existing facilities, involving negligible or no expansion of an existing use.

**ATTACHMENTS:**
A. Proposed Ordinance
B. Notice of Public Hearing
C. Ordinance No. 2020-01-CC
D. Letter from the Office of State Fire Marshall
E. Location Map

KT:lc

**ORDINANCE NO. _____**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, GRANTING A TEN-YEAR FRANCHISE RENEWAL TO TESORO SOCAL PIPELINE COMPANY LLC, TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE**

**WHEREAS,** Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company ("Tesoro SoCal") requested, in accordance with California Public Utility Code Section 6231, that the City grant Tesoro SoCal a franchise renewal for the use of two existing pipelines (the "Pipelines"): one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"); the other is a 12,952 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way and ending at the Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 080");

**WHEREAS,** the Pipelines have been in place since at least 1999 and have been operated over the years by several different oil and pipeline companies under several franchises granted by the City; and

**WHEREAS,** on August 11, 2009, the City Council adopted Ordinance No. 2264 granting an additional five-year franchise renewal to BP West Coast Products, LLC ("BP"), to operate the Pipelines through and including February 26, 2014;

**WHEREAS,** on May 14, 2013, the City executed a Letter of Consent authorizing the transfer by BP to Tesoro Refining & Marketing Company LLC, a Delaware limited liability company ("Tesoro Refining"), or its affiliates, of the franchise granted by Ordinance No. 2264;

**WHEREAS,** as a result of that Letter of Consent, that franchise was transferred to Tesoro SoCal, an affiliate of Tesoro Refining, and Tesoro SoCal has owned and operated (through its affiliate, Marathon Pipe Line LLC, a Delaware limited liability company) the Pipelines since that time;

**WHEREAS,** On August 26, 2014, the City Council adopted Ordinance No. 2315 to extend the franchise for an additional five years from February 27, 2014 through and including February 26, 2019;

**WHEREAS,** On August 26, 2019, the City Council adopted Ordinance No. 2020-01-CC to extend the franchise for an additional five years from February 27, 2019, through and including February 26, 2024;

**WHEREAS,** the franchise granted by Ordinance No. 2020-01-CC expired on February 26, 2024, and Tesoro SoCal wishes to enter into a new franchise with the City of South Gate relative to the Pipelines;

**WHEREAS,** the City Council, pursuant to applicable federal, state and local law, is authorized to grant franchises within the City of South Gate;

**WHEREAS,** on April 23, 2024, the City Council adopted a Resolution declaring the intention granting a ten-year term franchise to Tesoro SoCal;

**WHEREAS,** on April 25, 2024, a Notice of Public Hearing was published in the *South Gate Press*, a newspaper meeting the statutory qualifications for publishing such notices;

**WHEREAS,** on May 14, 2024, the City Council held a duly noticed Public Hearing to introduce an Ordinance granting a ten-year term franchise to Tesoro SoCal; and

**WHEREAS,** on May 28, 2024, the City Council adopted Ordinance No. _____, granting a ten-year term franchise to Tesoro SoCal;

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

**SECTION 1: Definitions.** Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, it is intended that they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

A) The word **"City"** shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
B) The word **"Franchise"** shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtenances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.
C) The word **"Grantee"** shall mean Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
D) The phrase **"Lay and Use"** shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.

E) The phrase **"Pipeline Franchise Ordinance"** shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.

F) The phrase **"Pipelines and Appurtenances"** shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire.

G) The phrase **"Street"** shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

**SECTION 2: Grant of Franchise.** The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use a system of Pipelines and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below. The City acknowledges that the two Pipelines identified above have already been installed within the City of South Gate; the City expressly agrees that the right to install, operate, maintain, use, repair, replace, relocate and remove those Pipelines is included among the rights granted in this Ordinance as part of the Franchise.

**SECTION 3: Conditions.** The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) construction of Pipelines and Appurtenances by the Grantee, at the Grantee's expense and at such time or times as directed by the City.

**SECTION 4: Term.** The Franchise shall be for a term of ten (10) years commencing retroactively on February 27, 2024 and expiring on February 26, 2034, or until such earlier time that:

A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or

B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.

C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

**SECTION 5: Insurance.**

A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.

B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.

C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars ($10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days' notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.

D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

**SECTION 6: Fee.** The Grantee shall pay to the City the following fees pursuant to the following requirements:

A) An initial franchise fee of twelve thousand nine hundred forty-three dollars ($12,943.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.

B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

1. The length of pipe expressed in feet located within the franchised area shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (D), in accordance with the following schedule:

| Pipe size (internal diameter in inches) | Base rate per lineal foot |
|---|---|
| 0-4 | $0.088 |
| 6 | 0.132 |
| 8 | 0.176 |
| 10 | 0.220 |
| 12 | 0.264 |
| 14 | 0.308 |
| 16 | 0.352 |
| 18 | 0.396 |
| 20 | 0.440 |
| 22 | 0.484 |
| 24 | 0.528 |
| 26 | 0.572 |
| 28 | 0.616 |
| 30 | 0.660 |

C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches. The annual fee for the first year, February 27, 2024 to February 26, 2025, shall be $23,208, after which the fee will increase annually according to the provisions of Section 6 (D).

D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:

(a) The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.

(b) If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars ($100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.

F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.

G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.

H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.

I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

**SECTION 7: Plans.** Within ninety (90) days following the date in which any Pipelines and Appurtenances have been laid or constructed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of all Pipelines and Appurtenances then in place within the Franchise Area, and shall, upon installation of any Pipelines and Appurtenances, or upon change or removal of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, changed or removed Pipelines and Appurtenances as of that day.

**SECTION 8: Additional Conditions.** The Grantee of this Franchise shall:

A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;

B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;

C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this

Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;

D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;

E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and

F) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

**SECTION 9: Permits.** The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right of way. The Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the fire Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code.

A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.

B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

**SECTION 10: Emergency Equipment.**

A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an

emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.

B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.

D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

**SECTION 11: Records.**

A) Grantee acknowledges that the City's records may not be complete and that Pipes and Appurtenances previously unknown to City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City

regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.

B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.

C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

**SECTION 12: Failure to Comply.**

A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.

B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

**SECTION 13: Removal or abandonment of facilities.**

A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.

B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.

C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

**SECTION 14: Effective Date.** This Ordinance shall take effect on the thirty first (31st) day after its adoption.

**SECTION 15: Publication Expenses.** The Grantee of this Franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

**SECTION 16: Posting of Ordinance.** 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 **14th** day of **May 2024**.

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk
APR 18 2024
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 to introduce an Ordinance granting a ten (10) year franchise to Tesoro SoCal Pipeline Company, LLC, to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing petroleum products.

Tesoro SoCal Pipeline Company, LLC, and its successors and assigns will, during the life of the franchise, pay to the City the percentage specified in the proposed Ordinance, that the percentage will be paid annually from the date of the granting of the franchise, and in the event such payment is not made the franchise will be forfeited. A copy of the proposed Ordinance can be reviewed in the City Clerk's office during normal business hours.

| | |
|---|---|
| DATE: | Tuesday, May 14, 2024 |
| TIME: | 6:30 p.m. |
| LOCATION: | Council Chambers<br>South Gate City Hall<br>8650 California Avenue<br>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 there testify or present evidence upon any matter relating thereto.

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated April 18, 2024.

Yodit Glaze, City Clerk

Publication date: Thursday, April 25, 2024

Account Number: 100-701-31-6302

**ORDINANCE NO. 2020-01-CC**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, GRANTING A FIVE-YEAR FRANCHISE TO TESORO SOCAL PIPELINE COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, COMMENCING RETROACTIVELY ON FEBRUARY 27, 2019, TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE**

**WHEREAS,** Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company ("Tesoro SoCal") requested, in accordance with California Public Utility Code Section 6231, that the City grant Tesoro SoCal a franchise for the use of two existing pipelines (the "Pipelines"): one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"); the other is a 12,952 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way and ending at the Arco Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 080"); and

**WHEREAS,** the Pipelines have been in place since at least 1999 and have been operated between over the years by several different oil and pipeline companies under several franchises granted by the City of South Gate ("City"); and

**WHEREAS,** on August 11, 2009, the City Council adopted Ordinance No. 2264 granting an additional five year franchise renewal to BP West Coast Products, LLC ("BP"), to operate the Pipelines through and including February 26, 2014; and

**WHEREAS,** on May 14, 2013, the City executed a Letter of Consent authorizing the transfer by BP to Tesoro Refining and Marketing Company, LLC, a Colorado limited liability company ("Tesoro Refining"), or its affiliates, of the franchise granted by Ordinance No. 2264; and

**WHEREAS,** as a result of that Letter of Consent that franchise was transferred to Tesoro SoCal, a wholly-owned subsidiary of Tesoro Refining, and Tesoro SoCal has owned and operated the Pipelines since that time; and

**WHEREAS,** on August 26, 2014, the City Council adopted Ordinance No. 2315 to extend the franchise for an additional five years, from February 27, 2014 through and including February 26, 2019; and

**WHEREAS,** the franchise granted by Ordinance No. 2315 expired on February 26, 2019, and Tesoro SoCal wishes to enter into a new franchise with the City of South Gate relative to the Pipelines; and

**WHEREAS,** the City Council, pursuant to applicable federal, state and local law, is authorized to grant franchises within the City; and

**WHEREAS,** on February 6, 2020, a Notice of Public Hearing was published in the *Los Angeles Wave*, a newspaper meeting the statutory qualifications for publishing such notices; and

**WHEREAS,** on February 25, 2020, the City Council held a duly noticed Public Hearing to introduce an Ordinance granting a five-year term franchise to Tesoro SoCal; and

**WHEREAS,** on March 10, 2020, the City Council adopted Ordinance No. 2020-01-CC, granting a five-year term franchise to Tesoro SoCal, commencing retroactively on February 27, 2019;

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

**SECTION 1: Definitions.** Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, it is intended that they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

A) The word "City" shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

B) The word "Franchise" shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.

C) The word "Grantee" shall mean Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.

D) The phrase "Lay and Use" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.

E) The phrase "Pipeline Franchise Ordinance" shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.

F) The phrase "Pipelines and Appurtenances" shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire.

G) The phrase "Street" shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

**SECTION 2: Grant of Franchise.** The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use a system of Pipelines and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below. The City acknowledges that the two Pipelines identified above have already been installed within the City of South Gate; the City expressly agrees that the right to install, operate, maintain, use, repair, replace, relocate and remove those Pipelines is included among the rights granted in this Ordinance as part of the Franchise.

**SECTION 3: Conditions.** The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) construction of Pipelines and Appurtenances by the Grantee, at the Grantee's expense and at such time or times as directed by the City.

**SECTION 4: Term.** The Franchise shall be for a term of five (5) years commencing retroactively on February 27, 2019 and expiring on February 26, 2024, or until such earlier time that:

A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or

B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.

C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

**SECTION 5: Insurance.**

A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.

B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.

C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars ($10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.

D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

**SECTION 6: Fee.** The Grantee shall pay to the City the following fees pursuant to the following requirements:

A) An initial franchise fee of eleven thousand two hundred fifty five dollars ($11,255.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.

B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

1. The length of pipe expressed in feet located within the franchised area shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (d), in accordance with the following schedule:

| Pipe size (internal diameter in inches) | Base rate per lineal foot |
|---|---|
| 0-4 | $0.088 |
| 6 | 0.132 |
| 8 | 0.176 |
| 10 | 0.220 |
| 12 | 0.264 |
| 14 | 0.308 |
| 16 | 0.352 |
| 18 | 0.396 |
| 20 | 0.440 |
| 22 | 0.484 |
| 24 | 0.528 |
| 26 | 0.572 |
| 28 | 0.616 |
| 30 | 0.660 |

C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.

D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:

1. The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.
2. If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars ($100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.

F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.

G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.

H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.

I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

**SECTION 7: Plans.** Within ninety (90) days following the date in which any Pipelines and Appurtenances have been laid or constructed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of all Pipelines and Appurtenances then in place within the Franchise Area, and shall, upon installation of any Pipelines and Appurtenances, or upon change or removal of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, changed or removed Pipelines and Appurtenances as of that day.

**SECTION 8: Additional Conditions.** The Grantee of this Franchise shall:

A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;

B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;

C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;

D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;

E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and

F) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

**SECTION 9: Permits.** The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right of way. The Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the fire Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code.

A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or

if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.

B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

**SECTION 10: Emergency Equipment.**

A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.

B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.

D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

**SECTION 11: Records.**

A) Grantee acknowledges that the City's records may not be complete and that Pipes and Appurtenances previously unknown to City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.

B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.

C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

**SECTION 12: Failure to Comply.**

A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such

compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.

B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

**SECTION 13: Removal or abandonment of facilities.**

A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.

B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.

C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

**SECTION 14: Effective Date.** This Ordinance shall take effect on the thirty first (31st) day after its adoption.

[Remainder of page left blank intentionally.]

**SECTION 15: Publication Expenses.** The Grantee of this Franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

**SECTION 16: Posting of Ordinance.** 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 10th day of March, 2020.

**CITY OF SOUTH GATE:**

By: _____
M. Belén Bernal, Mayor

**ATTEST:**

By: _____
Carmen Avalos, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

## ORDINANCE CERTIFICATION PAGE

**STATE OF CALIFORNIA )**

**COUNTY OF LOS ANGELES ) SS**

**CITY OF SOUTH GATE )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Ordinance No. 2020-01-CC was adopted by the City Council at their Regular Meeting held on March 10, 2020, by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Diaz, DeWitt, and Rios |
| Noes: | Council Members: | None |
| Absent: | Council Members: | Davila |
| Abstain: | Council Members: | Bernal |

Witness my hand and the seal of said City on March 11, 2020.

Carmen Avalos, City Clerk
City of South Gate, California

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
3780 Kilroy Airport Way, Suite 500
Long Beach, California 90806
(562) 497-0350
Website: www.fire.ca.gov

**CERTIFIED MAIL No: 7022-2410-0000-0522-4362**

February 9, 2024

Rich St. Amour
President
Marathon Pipe Line LLC
539 South Main Street
Findlay, Ohio 45840

**SUBJECT: WARNING LETTER**
**DOCKET: CA-2024004 (MARATHON PIPE LINE LLC)**

Dear Mr. St. Amour:

From April 17, 20-23 to November 20, 2023, representatives of CAL FIRE - Office of the State Fire Marshal (OSFM) along with Pipeline and Hazardous Materials Safety Administration (PHMSA) completed a Headquarter Control Room Management (CRM) Inspection of Marathon Pipe Line LLC (MPL). This inspection was conducted pursuant to Chapter 5.5 of the California Government Code to determine compliance with the provisions of Title 49, Code of Federal Regulations (49 C.F.R.) Part 195.

As a result of the inspection, it appears that MPL is not in compliance with the following provisions of 49 C.F.R. Part 195.

**EN 24-005**

**49 C.F.R. § 195.446 Control Room Management.**
**(a) ...**
**(e) Alarm management. Each operator using a SCADA system must have a written alarm management plan to provide for effective controller response to alarms. An operator's plan must include provisions to:**
**(1) ...**
**(6) Address deficiencies identified through the implementation of paragraphs (e)(1) through (e)(5) of this section.**

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**Where § 195.446(e)(4) states:**
**(e) Alarm management. Each operator using a SCADA system must have a written alarm management plan to provide for effective controller response to alarms. An operator's plan must include provisions to:**
**(1) ...**
**(4) Review the alarm management plan required by this paragraph at least once each calendar year, but at intervals not exceeding 15 months, to determine the effectiveness of the plan.**

MPL failed to determine the effectiveness of its CRM plan. The Alarm Management plan review was more about the procedures, and there were no metrics showing how the effectiveness is being measured. MPL reviews the Alarm Management plan annually along with other parts of its CRM plan. MPL needs to review its alarm management plan at least once each calendar year, but at intervals not exceeding 15 months, to determine the effectiveness of the plan as required by 49 C.F.R. § 195.446(e)(4).

**EN 24-006**

**49 C.F.R. § 195.446 Control Room Management.**
**(a) ...**
**(h) Training. Each operator must establish a controller training program and review the training program content to identify potential improvements at least once each calendar year, but at intervals not to exceed 15 months. An operator's program must provide for training each controller to carry out the roles and responsibilities defined by the operator. In addition, the training program must include the following elements:**
**(1) ...**
**(6) Control room team training and exercises that include both controllers and other individuals, defined by the operator, who would reasonably be expected to operationally collaborate with controllers (control room personnel) during normal, abnormal or emergency situations. Operators must comply with the team training requirements under this paragraph no later than January 23, 2018.**

MPL failed to have control room team training and exercises for FDY that include both controllers and other individuals who would reasonably be expected to operationally collaborate with controllers during normal, abnormal, or emergency situations as required by 49 C.F.R. § 195.446(h)(6).

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**EN 24-007**

**49 C.F.R. § 195.446 Control Room Management.**
**(a) ...**
**(j) Compliance and deviations. An operator must maintain for review during inspection:**
**(1) Records that demonstrate compliance with the requirements of this section.**

1. **Where § 195.446(b)(4) states:**
   **(b) Roles and responsibilities. Each operator must define the roles and responsibilities of a controller during normal, abnormal, and emergency operating conditions. To provide for a controller's prompt and appropriate response to operating conditions, an operator must define each of the following:**
   **(1) ...**
   **(4) A method of recording controller shift-changes and any hand- over of responsibility between controllers.**

   MPL failed to provide documents or records of its controller shift-changes and hand-over of responsibility between controllers from February 6, 2020, to February 1, 2021, for Los Angeles Basin (LAB) assets in accordance with 49 C.F.R. § 195.446(b)(4), as required by 49 C.F.R. § 195.446(j)(1). MPL, also, provided only partial shift change records from October 2021 to June 2023. MPL claims that their control room lost the records while they changed the database system. MPL wrote a deviation for not having the records, but it does not relieve them from meeting the regulations. As a result, MPL failed to properly maintain CRM records as required by 49 C.F.R. § 195.446(j)(1).

2. **Where § 195.446(e)(3) states:**
   **(e) Alarm management. Each operator using a SCADA system must have a written alarm management plan to provide for effective controller response to alarms. An operator's plan must include provisions to:**
   **(1) ...**
   **(3) Verify the correct safety-related alarm set-point values and alarm descriptions when associated field instruments are calibrated or changed and at least once each calendar year, but at intervals not to exceed 15 months.**

   MPL failed to provide any records demonstrating verification of correct Safety-Related Alarm (SRA) set-point values and alarm descriptions for 2020, 2021, and 2022 in accordance with 49 C.F.R. § 195.446(e)(3), as required by 49 C.F.R. § 195.446(j)(1). The records provided for 2023 indicates MPL did verify the SRA descriptions but failed to verify the correct SRA set-point values. As a result, MPL

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failed to verify the correct safety-related alarm set-point values and alarm descriptions when associated field instruments are calibrated or changed and at least once each calendar year, but at intervals not to exceed 15 months as required by 49 C.F.R. § 195.446(e)(3).

3. **Where § 195.446(h) states:**
**(h) Training. Each operator must establish a controller training program and review the training program content to identify potential improvements at least once each calendar year, but at intervals not to exceed 15 months. An operator's program must provide for training each controller to carry out the roles and responsibilities defined by the operator. In addition, the training program must include the following elements:**
**(1) Responding to abnormal operating conditions likely to occur simultaneously or in sequence;**
**(2) Use of a computerized simulator or non-computerized (tabletop) method for training controllers to recognize abnormal operating conditions;**
**(3) Training controllers on their responsibilities for communication under the operator's emergency response procedures;**
**(4) Training that will provide a controller a working knowledge of the pipeline system, especially during the development of abnormal operating conditions;**
**(5) For pipeline operating setups that are periodically, but infrequently used, providing an opportunity for controllers to review relevant procedures in advance of their application; and**
**(6) Control room team training and exercises that include both controllers and other individuals, defined by the operator, who would reasonably be expected to operationally collaborate with controllers (control room personnel) during normal, abnormal or emergency situations. Operators must comply with the team training requirements under this paragraph no later than January 23, 2018.**

   (A) MPL failed to provide documentation of its 2022 controllers training for LAB in accordance with 49 C.F.R. § 195.446(h), as required by 49 C.F.R. § 195.446(j)(1). MPL needs to review the controllers training program content to identify potential improvements at least once each calendar year, not to exceed 15 months as required by 49 C.F.R. § 195.446(h).

   (B) MPL failed to provide documentation showing if they use a simulator or tabletop exercises to train controllers how to recognize and respond to abnormal operating conditions for LAB at least once each calendar year, not to exceed 15 months in accordance with 49 C.F.R. § 195.446(h)(2), as required by 49 C.F.R. § 195.446(j)(1).

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**EN 24-008**

**49 C.F.R. § 195.446 Control Room Management.**
**(a) ...**
**(j) *Compliance and deviations.* An operator must maintain for review during inspection:**
**(1) ...**
**(2) Documentation to demonstrate that any deviation from the procedures required by this section was necessary for the safe operation of the pipeline facility.**

MPL provided two (2) proper deviation documents, 3/12/2020 and 2/20/2022, for controllers at LAB exceeding 65 hours-of-service in sliding 7 days and one (1) deviation, 1/20/2023, for missing records. MPL needs to be aware that deviation is necessary for the safe operation of the pipeline facility in accordance with 49 C.F.R. § 195.446(j)(2).

Pursuant to CGC § 51018.6, MPL may be subject to a civil penalty not to exceed $266,015 for each violation for each day the violation exists up to a maximum of $2,660,135 for any related series of violations. After reviewing the circumstances and supporting documentation involved in this case, it has been determined that a civil penalty will not be proposed at this time for EN 24-005, EN 24-006, EN 24-007, and EN 24-008. We advise you to correct the items identified in this letter. Failure to do so may result in MPL being subject to additional enforcement actions.

No reply to this letter is required. If you have any questions regarding these items, please do not hesitate to contact Huy Ngyuen, Supervising Pipeline Safety Engineer, at (562) 497-0352

Sincerely,

DocuSigned by:
James Hosler
980F8D3AE95C42E...

JAMES HOSLER
Assistant Deputy Director
Chief of Pipeline Safety and CUPA Programs

cc: Huy Nguyen, OSFM, Supervising Pipeline Safety Engineer
Doug Allen, OSFM, Supervising Pipeline Safety Engineer
Joshua Cleaver, CAL FIRE, Staff Counsel

# Los Angeles Regional Water Quality Control Board

March 11, 2024

Angela Brown
Tesoro Logistics Operations LLC
539 South Main Street
Findlay, Ohio 78259

**Certified Mail**
**Return Receipt Requested**
**Claim No. 9589 0710 5270 1463 4165 72**

C T Corporation System
Agent for Service of Process for
Tesoro Logistics Operations LLC
330 North Brand Boulevard, Suite 700
Glendale, California 91203

**Certified Mail**
**Return Receipt Requested**
**Claim No. 9589 0710 5270 1463 4170 67**

**NOTICE OF VIOLATION: FAILURE TO DEVELOP A COMPLETE STORMWATER POLLUTION PREVENTION PLAN – VINVALE MARKETING TERMINAL, 8601 SOUTH GARFIELD AVENUE, SOUTH GATE, CALIFORNIA 90280, WDID 4 19I024234**

Dear Angela Brown:

Tesoro Logistics Operations LLC (Permittee) operates the facility Vinvale Marketing Terminal at 8601 South Garfield Avenue in South Gate (Facility) that is subject to the requirements of the NPDES General Permit for Stormwater Discharges Associated with Industrial Activities Order No. 2014-0057-DWQ as amended in 2015 and 2018 (Amended General Permit). Vinvale Marketing Terminal is classified under Standard Industrial Classification (SIC) code 5171 - Petroleum Bulk Stations and Terminals. Section X of the Amended General Permit requires Tesoro Logistics Operations LLC to develop and electronically submit via the Stormwater Multiple Application and Report Tracking System (SMARTS) database, a Stormwater Pollution Prevention Plan (SWPPP).

The SWPPP electronically submitted by the Permittee on March 17, 2021 via SMARTS does not meet all the requirements listed in the Amended General Permit Section X.

**YOU ARE HEREBY NOTIFIED** that the Permittee is in non-compliance with the Amended General Permit and has violated California Water Code Section 13385 as follows:

**SWPPP Violations:**

- The SWPPP does not include the monitoring duties of the Pollution Prevention Team. This is a violation of the Amended General Permit Section X.D.1.a.
- The SWPPP does not include procedures to identify alternate team members to the Pollution Prevention Team. This is a violation of the Amended General Permit Section X.D.1.c.

- The SWPPP does not include handling frequencies of listed industrial materials. This is a violation of the Amended General Permit Section X.F.
- The SWPPP does not specify the person responsible for implementing the BMPs. This is a violation of the Amended General Permit Section X.H.4.a.iv.
- The SWPPP does not identify the team members assigned to conduct the monitoring requirements in the Monitoring Implementation Plan (MIP). This is a violation of the Amended General Permit Section X.I.1.
- The Monitoring Implementation Plan (MIP) does not include an example of the Facility's Chain of Custody form used when handling and shipping water quality samples to the lab. This is a violation of the Amended General Permit Section X.I.5.
- The SWPPP does not include the date of each SWPPP Amendment. This is a violation of the Amended General Permit Section X.A.10.

**The Permittee is required to take the following actions:**

- Ensure the SWPPP includes a description of the monitoring duties of each team member in the Pollution Prevention Team in accordance with the Amended General Permit Section X.D.1.
- Ensure the SWPPP contains procedures to identify alternate team members to the Pollution Prevention Team in accordance with the Amended General Permit Section X.D.1.c.
- Ensure the SWPPP includes handling frequencies of listed industrial materials in accordance with the Amended General Permit Section X.F.
- Ensure the SWPPP identifies the individual and/or position responsible for implementing the BMP in accordance with the Amended General Permit Section X.H.4.a.iv.
- Ensure the SWPPP includes a complete MIP including the identification of team members assisting in developing the MIP in accordance with the Amended General Permit Section X.I.1.
- Ensure the SWPPP includes an example of a Chain of Custody form in its MIP in accordance with the Amended General Permit Section X.I.5.
- Ensure the SWPPP includes the date that the SWPPP was initially prepared and the date of Each SWPPP Amendment, if applicable in accordance with the Amended General Permit Section X.A.10.
- Ensure the Pollutant Source Assessment in the SWPPP includes an assessment identifying pollutants related to Total Maximum Daily Loads (TMDLs) in accordance with the Amended General Permit Section X.G.2.a.ix. Include the following information to justify whether additional TMDL requirements will or will

not apply to the Facility:

A. Specify the industrial materials used that may be exposed to stormwater runoff and the pollutant parameters that are associated with the industrial materials, then describe potential exposure pathways and degree of exposure to stormwater in these areas (Amended General Permit Section X.G.2.a).

B. Upon identifying the drainage areas with no exposure to industrial activities and materials (Amended General Permit Section X.G.2.c), describe any industrial activities or materials that are present in that drainage area and specify the pollutant parameters that are associated with the industrial materials and activities in these areas.

C. Conclude the assessment with a statement on whether additional sampling parameters should be included in the Facility's monitoring program based on presence or absence of pollutants related to the applicable TMDL (Amended General Permit Sections XI.B.6.e).

By **April 10, 2024**, Tesoro Logistics Operations LLC is required to take the actions described above and electronically submit the SWPPP via SMARTS.

If Tesoro Logistics Operations LLC fails to respond, it may be subject to enforcement action, including administrative civil liabilities of up to ten thousand dollars ($10,000) per day of violation of the General Permit pursuant to California Water Code section 13385. These administrative civil liabilities may be assessed by the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board) beginning with the date that the violations first occurred. The Los Angeles Water Board may also refer this matter to the Attorney General's Office for further enforcement. This notice shall not be deemed to relieve Tesoro Logistics Operations LLC of liability for any penalties that may have already accrued. The Los Angeles Water Board reserves its right to take any further enforcement action authorized by law.

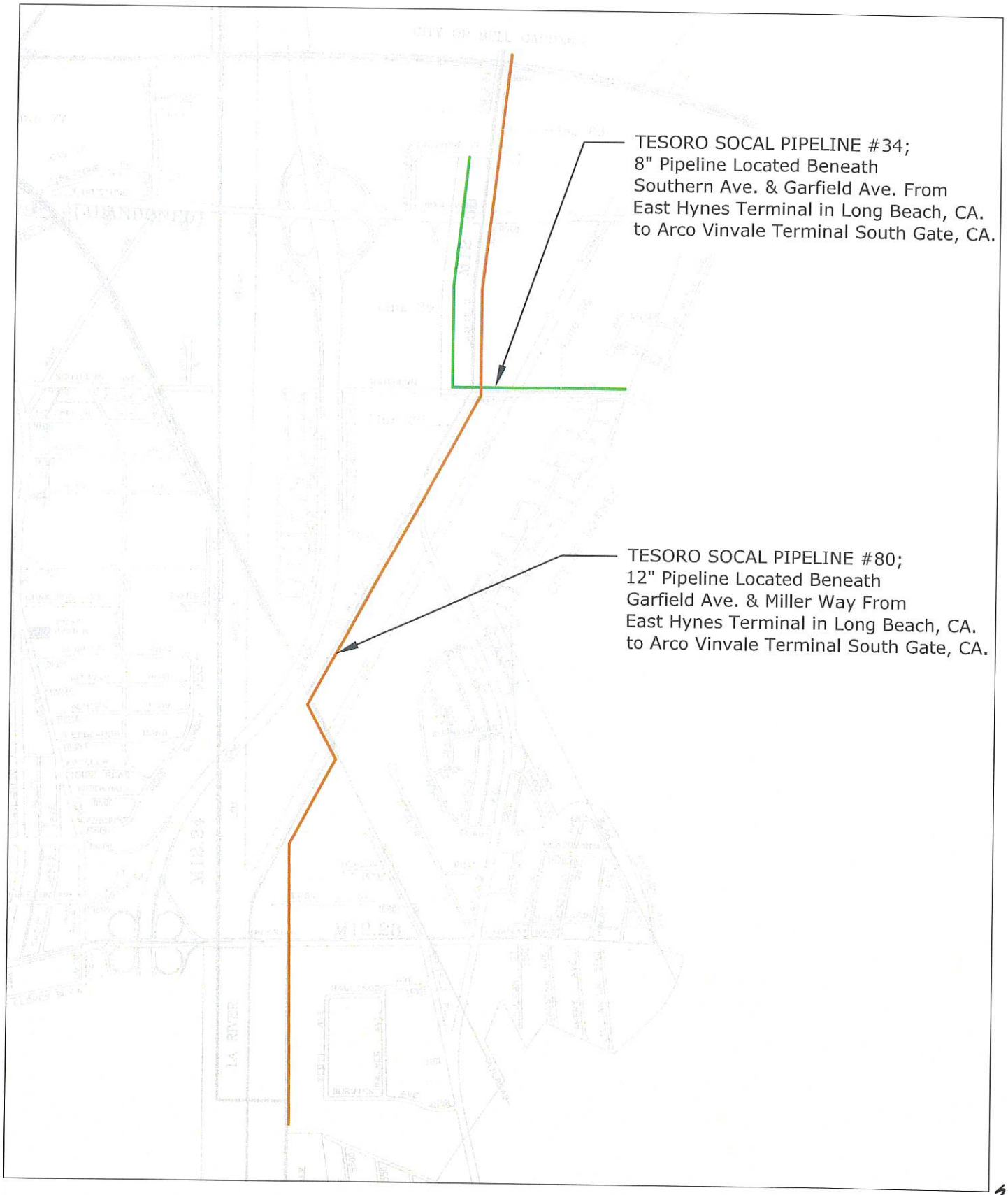
**If the Permittee needs assistance or has questions, please contact Lydia Kim at (213) 620-2695, via email at lydia.kim@waterboards.ca.gov or Pavlova Vitale at (213) 576-6751, via email at pavlova.vitale@waterboards.ca.gov.**

Sincerely,

Russ Colby
Acting Assistant Executive Officer

cc: (via email)
Arturo Cervantes, Public Works Director, City of South Gate, acervantes@sogate.org

# CITY OF SOUTH GATE
# TESORO SOCAL PIPELINE COMPANY, LLC. LINES



Office of the
South Gate City Clerk

MAY 20 2024
FILED
5:35 p.m.

# Item No. 5

# *City of South Gate*
## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28 2024**
Originating Department: **Public Works**

***Department Director:*** *Arturo Cervantes* ***City Manager:*** *Rob Houston*

**SUBJECT: RESOLUTION DECLARING A CONTINUED EMERGENCY AND AUTHORIZING REPAIR, REPLACEMENT OR MAINTENANCE ACTIVITIES OF PUBLIC FACILITIES RELATED TO THE URBAN ORCHARD, CITY PROJECT NO. 539-PRK WITHOUT PUBLIC BIDDING, PURSUANT TO THE EMERGENCY CONTRACTING PROCEDURES OF THE SOUTH GATE MUNICIPAL CODE AND THE CALIFORNIA PUBLIC CONTRACT CODE**

**PURPOSE:** To declare an emergency still exists and to authorize the repair, replacement or maintenance activities of public facilities related to the Urban Orchard Project without public bidding. The Los Angeles County Department of Public Health, Solid Waste Division ("County") issued a Corrective Action Order requiring construction to stop on the project. The declaration of emergency is necessary to streamline the process to procure a replacement contractor to provide maintenance activities to preserve the site in a safe condition until the County authorizes construction work on the project to resume.

**RECOMMENDED ACTIONS:** The City Council will consider making a finding and adopting a Resolution declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code.

**FISCAL IMPACT:** There is no impact to the General Fund. The Urban Orchard Project ("Project") has received a total of $30.5 million in grant and other funds for design, construction, operations, and maintenance, as summarized below.

**ANALYSIS:** The Project was under construction and approximately 90% of construction work has been completed. On December 29, 2022, the City received a Corrective Action Order ("Order") from the County. The Order required the City to stop all construction activities until such a time as a Post Closure Land Use Plan ("PCLUP") for the Project site was approved by the County. Given the PCLUP approval process and input received to date, it will take at least several months, possibly six or more, to obtain approval.

To avoid the significant delay damages that would be payable by the City to the general contractor during a prolonged suspension of the project pending approval of the PCLUP, the City

Council terminated the general contractor's agreement at a Special City Council meeting on February 6, 2023. Such termination provided both immediate and long-term cost savings to the City but also created an immediate need for the City to retain an interim contractor to perform certain ongoing maintenance and safety activities; a need which must be met sooner than the time necessary to engage in normal public bidding procedures.

The proposed Resolution declares a continued emergency exists pursuant to the authority granted by South Gate Municipal Code § 1.54.470 and California Public Contract Code § 22050. Those Code Sections allow cities, by resolution, to approve the City's entry into contracts without engaging in public bidding where certain emergency conditions are found to have occurred. Staff continues to believe that the County's Order directing all construction work to be ceased on the Project, constitutes such an emergency due to the public's safety with an unfinished construction site and the need to respond accordingly to additional directives given by the County related to ensuring public safety. Staff are recommending that the City Council adopt the proposed Resolution so that the City can avail itself of the accelerated contracting procedures authorized by those Code Sections. The Resolution, (1) declares an emergency, (2) authorizes the City Manager to take such actions deemed necessary to cause the maintenance activities to be performed and to procure the necessary equipment, services, and supplies all without giving notice for bids for contracts, (3) requires that at each regularly scheduled City Council Meeting, the City Manager present to the Council the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids, why that action is necessary to respond to the emergency, and that the City Council review the emergency action to determine, by a four-fifth's vote, that there is a need to continue the emergency action until the emergency action is terminated.

The City is working diligently to secure the PCLUP approval. Since the original Resolution declaring an emergency was approved by the City Council on February 6, 2023, the following contracts, expenditures, and milestones have been undertaken:

1. NR Development Inc., was informed that Contract No. 2021-66-CC was terminated by the City Council effective February 13, 2023, except for maintenance activities. As of February 16, 2023, NR Development Inc., is no longer providing any project services or maintenance activities, with the exception of those required in the settlement agreement.

2. City forces provided maintenance services on the site. The site was secured with perimeter fencing and security contract services.

3. Approved a funding increase for TPL in the amount of $50,000. On January 24, 2023, the City Council approved a $250,000 budget for Amendment No. 6 to Contract No. 3352 with TPL; however, Amendment No. 6 had a budget requirement of $300,000. A budget increase of $50,000 was administratively approved to align the amount of the budget authority with the $300,000 budget requirement for Amendment No. 6, which provides funding for the technical services required to comply with requirements from the LEA.

4. Submitted to the LEA the Summary of Investigations Report, Workplan of Interim Control Measures ("WICM"), Supplemental WICM and Phase II Workplan. Received approval of the WICM and conditional approval of the Phase II Workplan. Submitted a revised WICM as requested by the LEA. Submitted the revised Phase II Workplan on April 18, 2023. On May 9, 2023, the LEA approved the Revised WICM for which the safety measures were implemented by May 12, 2023.

5. Coordination with the Trust for Public Land ("TPL") to complete the process to prepare the technical documents necessary to secure a replacement contractor was completed. Selected a recommended interim contractor; conducted a field review; and received a fee proposal for the interim maintenance and construction activities approved by the Local Enforcement Agency ("LEA").

6. A bid was received from LA Engineering to complete the construction of maintenance activities in the WICM approved by the LEA for the Urban Orchard Project. A construction contract in the amount of $2,919,248 was executed administratively under the authority granted by the subject resolution (Contract No. 2023-93-CC).

7. LA Engineering has now substantially complete construction. Work completed includes backfill of overflow structure at the south wetland, north wetland slope stabilization, backfill of the reservoir, installation of three vaults adjacent to the Bandini Channel, construction of the easement road, and boarding up the education and maintenance buildings. The electrical scope of work is anticipated to be complete by end of April 2024

8. Methane gas monitoring began as of June 2023 and was completed in December 2023. There were 16 probes installed throughout the site. One probe detected low traces of methane; however, the amount is below regulatory requirements. The City's consultant submitted a final report on January 16, 2024. On March 26, 2024, the LEA provided comments on the Report of Findings of Phase II Work Plan. The City is able to address the comments and proceed with the development of the Post Closure Land Use Plan (PCLUP). The City is coordinating with TPL and the design consultant to submit the PCLUP in an expeditious manner.

9. The City is coordinating with TPL and the design consultant to revise the plans and specification to procure a construction contract for the remaining scope of work. An amendment to contract services will be needed in an amount to be determined. The City Manager will approve the amendment administratively.

10. A contract was awarded to Executive Management Security Inc., in the amount of $214,995 to continue the security services on the Urban Orchard Project until June 30, 2024.

11. Per the settlement agreement, NR Development, Inc., is in the process of importing 9,300 cubic yards of clean soil and storing it on the UWS property. Work has been completed.

12. A contract with W.A. Rasic in the amount of $141,985 for soil maintenance and management is in the process of being administratively approved. This was needed to oversee the import of 9300 cubic yards of soil. .

13. Amendment No. 7 to Contract No. 3352 with the Trust for Public Land was approved administratively in the amount of $522,072. The scope of service includes, (a) Program Management, (b) design services to revise the design plans to rebid construction, (c) construction support, (d) additional methane monitoring required by Los Angeles County Department of Public Health Solid Waste Division, (e) preparing the Post Closure Land Use Plan required by Los Angeles County Department of Public Health Solid Waste Division, and (f) extending the contract term to December 31, 2024.

**BACKGROUND:** The Project is a part of the FY 2022/23 Capital Improvement Program. The Project is located between the Los Angeles River, Firestone Boulevard, the Thunderbird Villa Mobile Home Park, and the I-710 Freeway. The two primary purposes of the Project are to divert and treat storm water run-off from the Los Angeles River and to install a new park to provide riverfront recreational opportunities.

The Project is being constructed on a property that was used as an unpermitted landfill until 1949 by an entity known as Southeastern Disposal and By-Products. The property site is identified in CalRecycle's Solid Waste Information System ("SWIS") as an Unpermitted Closed Solid Waste Disposal Site and SWIS No. 19-AA-5545. In 1984, the State of California Department of Health Services, Toxic Substances Control Division concluded that the clean-up work completed effectively mitigated waste constituents to proceed with the Lewis Homes residential development project. The requirements of the PCLUP came into effect in 1988. As such, the project site is subject to State solid waste regulations that require the PCLUP before any change to the current land use, construction, or land preparation can occur.

The Los Angeles County Department of Public Health, Solid Waste Management Program, acts as the LEA for the State of California's Department of Resources Recycling and Recovery ("CalRecycle"). The County is authorized by Division 30 of the Public Resources Code ("PRC"), Section 43209 and 45000, Title 14 and 27 of the California Code of Regulations (14 CCR & 27 CCR), to enforce applicable solid waste regulations and to ensure solid waste sites meet the state minimum standards within the County of Los Angeles. As such, the City is working with the LEA to obtain approval of the PCLUP.

Construction is currently at the 90% completion stage. Improvements that have been substantially completed include, but are not limited to, rough grading, drop inlet for storm water diversion structures in the Bandini Channel, a wetland overlook area, the stream adjacent to the education/flexible space building and wetland, south bio swale, construction of 18 raised planters, planting of 75 trees, installation of the prefabricated education center and the restroom/maintenance building, two shade structures, a water element at the playground, installation of multi-use walking and bicycle pathways, exercise equipment located at various stages along the walking and bicycle paths, benches, picnic tables, drinking fountains, trash cans, and pathway lighting. Construction of the project will resume after the County approves the CPLUP.

The Project has received the listed grants.

| Grants | Amount | Grant Recipient |
|---|---|---|
| State Water Resource Control Board (Prop 1) | $7,975,100 | City |
| Land and Water Conservation Fund (LWCF) | $3,000,000 | |
| Los Angeles County Flood Control District | $530,000 | |
| Safe Clean Water- Municipal Funds | $1,435,401 | |
| Safe Clean Water- Regional Funds | $5,438,000 | |
| State Parks- Prop. 68 Grant | $1,919,847 | |
| Conservation Corp of Long Beach | $713,015 | |
| Caltrans | $5,000,000 | |
| Rivers and Mountains Conservancy Funds | $4,404,798 | TPL |
| Private Donations | $90,000 | |
| **Total** | **$30,506,161** | |

**ATTACHMENT:** Proposed Resolution

GD:lc

**RESOLUTION NO. ____**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DECLARING AN EMERGENCY STILL EXISTS AND AUTHORIZING REPAIR, REPLACEMENT OR MAINTENANCE ACTIVITIES OF PUBLIC FACILITIES RELATED TO THE URBAN ORCHARD PROJECT WITHOUT PUBLIC BIDDING, PURSUANT TO THE EMERGENCY CONTRACTING PROCEDURES OF THE SOUTH GATE MUNICIPAL CODE AND THE CALIFORNIA PUBLIC CONTRACT CODE**

**WHEREAS,** at the Special City Council meeting on February 6, 2023, the City Council for the City of South Gate ("City") considered and passed a Resolution declaring an emergency and authorized the repair, replacement or maintenance activities of public facilities related to the Urban Orchard Project ("Project") pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code;

**WHEREAS,** construction activities at the Project site began on August 2, 2021, and have reached the eighty percent completion stage, but the Project will require several more months of work before it is complete;

**WHEREAS,** the City has received notice from the Los Angeles County Department of Public Health, Solid Waste Management Program ("County"), demanding that the City immediately cease all construction work on the Project until such time that a Post Closure Land Use Plan ("PCLUP") is submitted to the County for approval before any change to the current land use, construction, or land preparation can occur to comply with the requirements of the California Code of Regulations, Title 27 (27 CCR), Section 21190 (the "Cease and Desist and Corrective Action Order");

**WHEREAS,** the City has terminated its construction agreement with the contractor;

**WHEREAS,** although no construction activities will occur at the Project site until the County issues its PCLUP, it will be necessary in the interim for certain minimal maintenance activities to be performed at the site for the protection of the existing improvements and/or for public safety (collectively, the "Maintenance Activities") as well as complete the improvements approved by the County under the Workplan for interim measures;

**WHEREAS**, at a special meeting of the South Gate City Council ("Council") held on Monday, February 6, 2023, the Council received information provided by the City's Public Works Department establishing that the City does not have sufficient manpower to perform the Maintenance Activities with its own forces, and that the immediate need for the performance of the Maintenance Activities does not permit a delay that would result from a competitive solicitation for bids; and

**WHEREAS,** the City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved and its construction is substantially complete; a Summary of Site Investigation has been completed; the final report has been submitted to the County and comments have been received; and, construction plans to procure a new construction contract are being prepared.

**NOW, THEREFOR, BASED ON THE FACTS SET FORTH ABOVE, THE COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, HEREBY MAKES THE FOLLOWING FINDINGS:**

1. The County's issuance of the Cease and Desist and Corrective Action Order at the current stage of the Project work, coupled with the immediate and ongoing need to perform the Maintenance Activities, has created an emergency for the City with respect to the Project; and

2. The emergency will not permit a delay resulting from a competitive solicitation for bids to perform the Maintenance Activities; and

3. The actions to be taken pursuant to the Resolutions set forth below continue to be necessary to respond to the emergency; and

4. The City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved; a Summary of Site Investigation has been completed; and the final report has been submitted to the County.

**NOW, THEREFOR, THE COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DOES HEREBY RESOLVES AS FOLLOWS:**

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

**SECTION 2**: Pursuant to the authority granted by South Gate Municipal Code § 1.54.470 and California Public Contract Code § 22050, the Council hereby authorizes and directs the City's City Manager and his designees to take such actions as the City Manager deems necessary to cause the Maintenance Activities to be performed, and to procure the necessary equipment, services, and supplies therefore, all without giving notice for bids to let contracts, and without regard to the dollar amounts of the contracts for such activities, equipment, services and supplies.

**SECTION 3**: At each regularly scheduled meeting of the Council after the date of the original Resolution, dated February 6, 2023, until further notice from the Council, the City Manager has and shall continue to present to the Council the reasons justifying the emergency, that the emergency declaration will reduce delays and associated costs that would otherwise result from the competitive solicitation for bids and why that action is necessary to respond to the emergency.

**SECTION 4.** At each such regularly scheduled meeting until the emergency action is terminated, the Council shall review the emergency action to determine, by a four-fifth's vote, that there is a

need to continue the emergency action.

**SECTION 5**. The Council shall terminate the emergency action at the earliest possible date that conditions warrant, so that the remainder of the construction activities may be completed by giving notice for bids to let contracts.

**SECTION 6**. In accordance with the provisions of California Public Contract Code § 22050, this Resolution shall only be effective if passed by a four-fifths vote of the Council.

**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 **28th** day of **May 2024**.

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

# Item No. 6

Office of the
South Gate City Clerk

MAY 22 2024

FILED

4:18p.m.

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**
Originating Department: **Public Works**

***Department Head:*** *Arturo Cervantes* ***City Manager:*** *Rob Houston*

**SUBJECT: PROHIBITING OVERNIGHT PARKING ON PORTIONS OF SOUTHERN AVENUE AND SOUTHERN PLACE**

**PURPOSE:** To adopt Resolution pursuant to Section 8.12.010 of the South Gate Municipal Code to prohibit parking on portions of Southern Avenue and Southern Place between the hours of 11:00 P.M. of each day until 7:00 A.M. of the following day.

**RECOMMENDED ACTIONS:** The City Council will consider:

a. Adopting a Resolution to prohibit overnight parking on portions of Southern Avenue and Southern Place adjacent to South Gate Park between the hours of 11:00 P.M. and 7:00 A.M. of the day following; and
b. Approving finding that the Resolution prohibiting overnight parking is exempt from CEQA.

**FISCAL IMPACT:** The cost of posting overnight parking prohibitions is estimated at $6,000, to be funded by restricted funds. Routine parking enforcement expenses may be offset by citation fees payable by violators.

**ANALYSIS:** Section 8.12.010 ("Regulations Adopted by City Council") of the South Gate Municipal Code states that, with limited exceptions not applicable here, regulations pertaining to vehicle parking must be established by resolution of the City Council. Furthermore, Section 8.12.060 ("Tow-Away Zone") of the South Gate Municipal Code allows the City Council, by resolution, to designate no-parking zones as tow-away zones. Accordingly, the Public Works Department is asking that the City Council adopt a Resolution to do the following things:

- Prohibit parking between the hours of 11:00 P.M. of each day until 7:00 A.M. of the following day as follows: (a) on the north and south sides of Southern Avenue between Hildreth Avenue and Vossler Avenue, and between Vossler Avenue and Benson Way, (b) on the North side of Southern Place between Vossler Avenue and Atlantic Avenue, and (c) on the South side of Southern Place between Vossler Avenue and Park Place.
- Designate those areas as tow-away zones between said hours.
- Make the finding that this matter is exempt from CEQA as a Class 1 exemption.

**BACKGROUND:** On their East end, Southern Avenue and Southern Place front South Gate Park and the LADWP utility corridor. These areas have limited visibility from the general public as compared to streets in residential neighborhoods and are therefore used for overnight parking. Overnight parking activity is a concern. The Los Angeles Fire Department Station 54 is located at the intersection of Southern Avenue and Southern Place. Fire Department personnel at that station requested that the City prohibit street parking on the portion of Southern in the vicinity of the station, citing concerns over vehicle break-ins. Also, the City is informed that homes just east of the Fire Station have evening and overnight issues with people parking on Southern Avenue, south of their homes. A resident requested a preferential parking district; however, that would not be allowed by the municipal code, because it is not in a residential community. Finally, the Parks and Recreation Department also cited issues with overnight parking adjacent to the South Gate Park due to related activities.

Staff recommends that overnight parking be prohibited from 11:00 P.M. to 7:00 A.M. as means to resolve the issues. This solution balances the competing needs of South Gate residents relative to limited parking availability, access to the adjacent City park, and public safety. It was ultimately determined that a complete prohibition on parking in that vicinity was not necessary, and that prohibitions on overnight parking on certain portions of Southern Avenue and Southern Place would suffice to minimize the risk illegal activity while maximizing vehicle parking available to City park users during the park's normal operating hours. The City Council may implement this solution by adopting the proposed Resolution.

Any action undertaken by a public agency such as the City which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment constitutes a "project" under the California Environmental Quality Act, codified at California Public Resources Code §§ 21000 *et seq.* ("CEQA"), unless specifically exempt. Many such actions and projects are specifically exempted by State administrative regulations known as the "CEQA Guidelines", which are codified at Division 6 of Title 14 of the California Code of Regulations. Here the City Council can reasonably find this project to be Categorically Exempt from CEQA under those CEQA Guidelines as a Class 1 exemption, found at 14 CCR § 15301. The Class 1 exemption consists, among other things, of the operation of existing highways and streets involving negligible or no expansion of existing use.

**ATTACHMENTS:** A. Proposed Resolution
B. Parking Restrictions Exhibit

AC/CH/JL:lc

**RESOLUTION NO._____**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, PROHIBITING OVERNIGHT PARKING AND ESTABLISHING CORRESPONDING TOW-AWAY ZONES ON PORTIONS OF SOUTHERN AVENUE AND SOUTHERN PLACE**

**WHEREAS,** Section 8.12.010 of the South Gate Municipal Code authorizes this City Council to adopt, by resolution, regulations pertaining to vehicle parking; and

**WHEREAS,** the City has received a request to limit parking on certain portions of Southern Avenue and Southern Place in response to the frequent occurrence of thefts from vehicles parked on those roads in the overnight hours; and

**WHEREAS,** this matter has been studied by the City's Public Works Department and the City's Parks & Recreation Department; and

**WHEREAS,** as a result of those studies, the City's Public Works Department has advised this City Council that the closure of portions of those streets to overnight parking would help reduce the instances of such criminal activity while maintaining availability of vehicle parking to users of the adjacent City park during the park's normal operating hours;

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

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

**SECTION 2.** Pursuant to South Gate Municipal Code Section 8.12.010, the City Council hereby declares that parking shall be prohibited between 11:00 p.m. of each day until 7:00 a.m. of the following day on the following portions of Southern Avenue and Southern Place within the sides of the street as noted:

A. North and South side of Southern Avenue between Hildreth Avenue and Vossler Avenue, and between Vossler Avenue and Benson Way.

B. North side of Southern Place between Vossler Avenue and Atlantic Avenue.

C. South Side of Southern Place between Vossler Avenue and Park Place.

**SECTION 3.** Pursuant to South Gate Municipal Code Section 8.12.060, the City Council hereby declares that each of those portions of Southern Avenue and Southern Place is designated as a "tow away zone" during the hours specified in Section 2 above.

**SECTION 4.** The City Council hereby directs the Director of Public Works to cause signage to be posted in accordance with South Gate Municipal Code Section 8.12.060 and California Vehicle Code Section 22651, giving notice that any vehicle parked in any such "tow-away zone" may be removed.

**SECTION 5.** The City Council hereby makes the following findings of fact:

A. Any action undertaken by the City of South Gate which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment constitutes a "project" under the California Environmental Quality Act, codified at California Public Resources Code §§ 21000 *et seq.* ("CEQA"), unless specifically exempt.

B. Many such actions and projects are specifically exempted by State administrative regulations known as the "CEQA Guidelines", which are codified at Division 6 of Title 14 of the California Code of Regulations

C. Included among those exemptions is the Class 1 exemption, found at 14 CCR § 15301. The Class 1 exemption consists, among other things, of the operation of existing highways and streets involving negligible or no expansion of existing use.

D. This Resolution and the actions mandated by this Resolution pertain to the operation of existing highways and streets and involve negligible or no expansion of the existing use of those highways and streets.

E. This Resolution and the actions mandated by this Resolution are therefore exempt from CEQA under the Class 1 exemption set forth in the CEQA Guidelines.

**SECTION 6.** The City Council does hereby declare that if any section, subsection, sentence, clause, phrase or portion of this Resolution or its application thereof is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have adopted this Resolution, and each and every section, subsection, sentence, clause, phrase, or portion thereof not declared invalid or unconstitutional without regard to whether any portion of the Resolution would be declared invalid or unconstitutional.

[Remainder of page left blank intentionally]

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

**PASSED, APPROVED,** and **ADOPTED** on this **28th** day of **May 2024**.

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raúl F. Salinas, City Attorney

EXHIBIT B

NO OVERNIGHT PARKING (11:00 PM – 7:00 AM) AREA

Office of the
South Gate City Clerk

MAY 20 2024

FILED

4:30 p.m.

# City of South Gate

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**
Originating Department: **Human Resources**

*Human Resources Director:* _____ *City Manager:* _____
*Jon Hamilton* *Rob Houston*

**SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE UPDATE TO THE JOB CLASSIFICATION SPECIFICATION FOR THE FULL-TIME POSITION OF HOUSING ASSISTANT IN THE COMMUNITY DEVELOPMENT DEPARTMENT**

**PURPOSE:** To approve the update to the job specification for the full-time Housing Assistant position in the Community Development Department.

**RECOMMENDED ACTIONS:** The City Council will consider adopting a Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve the update to the classification specification for the full-time position of Housing Assistant in the Community Development Department.

**FISCAL IMPACT:** No fiscal impact.

**ANALYSIS:** None.

**BACKGROUND:** The City must, from time to time, add, remove, reclassify, or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the City's workforce. In response to these changing needs and demands, job classification specifications must be amended to more closely match the tasks which need to be performed by employees in the City's various departments.

On April 23, 2024, the City Council approved the reclassification of one of the full-time Housing Specialist positions to a Housing Assistant position in an effort to find quality applicants to assist the City's Housing Authority. This new position will permit the City to hire a promising candidate that does not have the necessary Housing Certifications to qualify as a Housing Specialist and then provide that employee with the opportunity to obtain the necessary certifications during his/her first year of employment. Once that individual has obtained the necessary certifications and has some experience in the City's Housing Authority, he/she will then be an ideal candidate to be promoted into a vacant Housing Specialist position. This entry-level position allows the Housing

Authority the flexibility to hire a promising candidate and then train that person. However, the minimum certification qualifications approved for the Housing Assistant position are inadvertently higher than that of the Housing Specialist.

Specifically, the certifications required for the Housing Specialist are "Possession of at least two (2) Housing Certifications with[in] 18 months of hire date is required." However, the minimum certifications qualifications for Housing Assistant as approved on April 23, 2024, are "Possession of the Housing Choice Voucher (HCV) Specialist Certificate and one of the following certificates within one (1) year of hire is required to successfully pass probation…"

In an effort to correct this oversight and ensure that the minimum certification qualifications for the Housing Assistant are equal to or less than that of the Housing Specialist, the following update to the Housing Assistant job classification is requested: "The following two certifications are required within eighteen (18) months of hire to successfully pass probation: Possession of the Housing Choice Voucher (HCV) Specialist Certificate and one of the following certificates…"

Human Resources staff worked with the Community Development Department to develop the job classification specifications for the Housing Assistant. Staff also worked with MEA to review the new job specifications and the recommended pay, of which they agree.

**ATTACHMENT:** Proposed Resolution (including the updated job classification specification)

**RESOLUTION NO. _____**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE UPDATE TO THE JOB CLASSIFICATION SPECIFICATION FOR THE FULL-TIME POSITION OF HOUSING ASSISTANT IN THE COMMUNITY DEVELOPMENT DEPARTMENT**

**WHEREAS**, the City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments;

**WHEREAS**, the City desires to approve the update to the job classification specification for the full-time position of Housing Assistant in the Community Development Department; and

**WHEREAS,** the Municipal Employees Association ("MEA") is in agreement with the update to the job classification specification for the full-time Housing Assistant position.

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

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

**SECTION 2.** The City Council hereby approves and adopts the proposed amendment to the City's Salary Resolution and Position Classification Plan to approve the update to the job classification specifications for the full-time position of Housing Assistant in the Community Development Department, attached hereto as Exhibit "A."

[Remainder of page left blank intentionally.]

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED** and **ADOPTED** this **28th** day of **May 2024**.

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

# *City of South Gate*

CLASS SPECIFICATIONS AND ATTRIBUTES

## HOUSING ASSISTANT

**DESCRIPTION**

Under general direction, performs entry-level clerical and technical tasks related to the implementation of Section 8 Housing Choice Voucher program, CDBG, and HOME programs in the City of South Gate Housing Authority in accordance with federal, state, and local laws, policies, procedures, and regulations; performs related duties as required.

**CLASS CHARACTERISTICS**

The Housing Assistant is responsible for performing a full range of entry-level technical and administrative work in the Housing Division requiring knowledge and judgment in the application of housing related policies, procedures, and systems.

**SUPERVISION RECEIVED**

Works under the direct supervision of the Housing Manager.

**SUPERVISION EXERCISED**

Does not supervise any staff.

**ESSENTIAL FUNCTIONS**

*Essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. Essential duties and responsibilities may include, but are not limited to, the following:*

Interviews rental assistance applicants for initial eligibility and advises them of applicable rules, policies, and procedures governing eligibility and occupancy; researches and verifies eligibility information; conducts special and interim interviews of tenants related to changes in household composition, income, and/or moves; determines continued eligibility.

Interviews homeowners to determine their eligibility for rehabilitation loans and grants, and advises them of applicable rules, polices, and procedures; researches and verifies eligibility information; assists with managing and qualifying CDBG sub-recipients.

Assists in the interpretation, implementation, communication, and enforcement of HUD guidelines and regulations to program participants, owners, and other agencies.

Maintains housing related documentation records; performs data entry for housing automated record-keeping system; analyzes housing data to generate reports; prepared and types housing-related reports and correspondence.

Assists inspection prospective and assisted housing to ensure conformance with HUD standards and assists in the determination of necessary corrections.

Processes rental assistance re-certifications, interims, rent increases, issuance of vouchers and third-party verifications; updates housing records with homeowners and sub-recipients involved with CDBG and

HOME programs.

Assists the Housing Manager in the counseling of participants, owners, and sub-recipients with regard to program violations; provides notification to the Housing Manager of possible fraud cases, and may be directed to research the possible fraud and make recommendations.

Assists the Housing Manager in investigating difficult and/or sensitive situations involving participants and owners; assists in counseling and working to resolve complaints with applicants, tenants, owners, and citizens regarding housing assistance programs.

Performs related duties as assigned.

## QUALIFICATIONS

Education and Experience

Possession of a high school diploma or a G.E.D. is required. At least one year of responsible experience providing service to the public, particularly low-income individuals, in fields such as public housing, public health, vocational guidance, social services, or property management is required.

Certifications Required:

- The following two certifications are required within eighteen (18) months of hire to successfully pass probation: Possession of the Housing Choice Voucher (HCV) Specialist Certificate and one of the following certificates:
    a. HCV Eligibility Specialist
    b. HCV Housing Quality Standard Specialist
    c. Rent Calculations
    d. HCV and Public Housing Calculations Specialist
    e. HCV Occupancy Specialist
    f. NSPIRE Certification
- Possession of NSPIRE Certification at the time of hire is highly desirable.

License Requirement

Possession of a valid California Class C Driver's License, proof of insurance and a satisfactory driving record is required at time of appointment and throughout employment in this position.

Knowledge, Skills and Abilities

Basic knowledge of subsidized housing programs and regulations; procedures and practices required in verifying data; functions of various social service agencies; effective interviewing techniques; business arithmetic; principles of data collection and record keeping; automated technology and office equipment.

Ability to meet the public in situations requiring diplomacy and tact; speak clearly, interpret and explain technical information; listen effectively; work independently and make sound decisions; analyze sensitive situations; resolve disputes through application of City policy; organize work, establish priorities and meet deadlines; communicate effectively both orally and in writing; make arithmetical calculations quickly and accurately; perform accurate clerical, record keeping work; establish and maintain cooperative working relationships.

Skill in the operation of a variety of office equipment, including computers and calculators.

Bilingual in English/Spanish is desirable.

**CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM**

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

**PHYSICAL DEMANDS AND WORK ENVIRONMENT**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to walk, sit, talk or/and hear; and may stand for extended periods of time. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors. Incumbents are occasionally exposed to outside weather conditions, traffic, dust, gas, fumes, and chemicals.

HOUSING ASSISTANT
Created, 04/23/24
Updated, 05/28/24

Office of the
South Gate City Clerk

MAY 23 2024
FILED
10:10am

# Item No. 8

# *City of South Gate*
## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**

Originating Department: **City Manager's Office**

*Department Director:* *Rob Houston*

*City Manager:* *Rob Houston*

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**SUBJECT: RESOLUTION DENOUNCING DIGITAL DISCRIMINATION**

**PURPOSE:** To consider the adoption of a Resolution that:

1. Denounces digital discrimination and commits to addressing the disparate outcomes of provider decisions that impact access to broadband internet based on income level, race, ethnicity, color, religion, or national origin; and
2. Urges internet service providers to provide fast, reliable, and affordable internet to all communities regardless of income level, race, ethnicity, color, religion, or national origin; and
3. Encourages its residents to report all acts of digital discrimination to the Federal Communications Commission (FCC), the Public Advocates Office of the California Public Utilities Commission (CPUC), and Supervisor Janice Hahn, with the Los Angeles County Board of Supervisors; and
4. Supports efforts to close the digital divide and ensure digital equity for all residents.

**RECOMMENDED ACTIONS:** Adopt the Resolution denouncing digital discrimination.

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

**ANALYSIS:** The City of South Gate recognizes the critical importance of broadband internet access for full participation in modern society and that digital discrimination occurs when internet service providers (ISPs) inequitably deploy high-speed internet connections or disproportionately withhold the best deals for their services from racially or socio-economically marginalized neighborhoods.

Studies have shown that providers systematically offer worse service – slower, delivered over older technology – to low-income communities at a higher price that they offer fast, reliable service to higher income communities and digital discrimination exacerbates the challenge of affordability and worsens the digital divide.

**BACKGROUND:** In November 2023, the Federal Communications Commission (FCC) codified rules to prevent digital discrimination, outlining a complaint process whereby members of the public can offer evidence of digital discrimination being committed by Internet service providers (ISPs). The FCC has defined digital discrimination as "Policies or practices, not justified by genuine issues

of technical or economic feasibility, that (1) differentially impact consumers' access to broadband internet access service based on their income level, race, ethnicity, color, religion, or national origin or (2) are intended to have such differential impact".

Closing the digital divide and ensuring equitable access to fast, reliable, and affordable internet is necessary for accessing education, health care, and participating in economic opportunities and civic life.

**ATTACHMENT:**

A. Proposed Resolution denouncing digital discrimination

**RESOLUTION NO. _____**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DENOUNCING DIGITAL DISCRIMINATION**

**WHEREAS,** the City of South Gate recognizes the critical importance of broadband internet access for full participation in modern society;

**WHEREAS,** digital discrimination occurs when internet service providers (ISPs) inequitably deploy high-speed internet connections or disproportionately withhold the best deals for their services from racially or socio-economically marginalized neighborhoods;

**WHEREAS,** studies have shown that providers systematically offer worse service – slower, delivered over older technology – to low-income communities at a higher price that they offer fast, reliable service to higher income communities;

**WHEREAS,** digital discrimination exacerbates the challenge of affordability and worsens the digital divide;

**WHEREAS,** In November 2023, the Federal Communications Commission (FCC) codified rules to prevent digital discrimination, outlining a complaint process whereby members of the public can offer evidence of digital discrimination being committed by Internet service providers (ISPs);

**WHEREAS,** the FCC has defined digital discrimination as "Policies or practices, not justified by genuine issues of technical or economic feasibility, that (1) differentially impact consumers' access to broadband internet access service based on their income level, race, ethnicity, color, religion, or national origin or (2) are intended to have such differential impact;" and

**WHEREAS,** closing the digital divide and ensuring equitable access to fast, reliable, and affordable internet is necessary for accessing education, health care, and participating in economic opportunities and civic life.

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

**SECTION 1.** The City Council denounces digital discrimination and commits to addressing the disparate outcomes of provider decisions that impact access to broadband internet based on income level, race, ethnicity, color, religion, or national origin.

**SECTION 2.** The City Council urges internet service providers to provide fast, reliable, and affordable internet to all communities regardless of income level, race, ethnicity, color, religion, or national origin.

**SECTION 3.** The City Council encourages its residents to report all acts of digital discrimination to the Federal Communications Commission (FCC), the Public Advocates Office

of the California Public Utilities Commission (CPUC), and Supervisor Janice Hahn, with the Los Angeles County Board of Supervisors.

**SECTION 4.** The City Council supports efforts to close the digital divide and ensure digital equity for all residents.

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

**PASSED, APPROVED** and **ADOPTED** on this **28th** day of **May 2024**.

**CITY OF SOUTH GATE:**

By:_____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVE AS TO FORM:**

DRAFT

By:_____
Raul F. Salinas, City Attorney

Office of the
South Gate City Clerk

MAY 22 2024
FILED
2:35 PM

# Item No. 9

# *City of South Gate*
## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**
Originating Department: **Public Works**

***Department Director:*** *Arturo Cervantes* ***City Manager:*** *Rob Houston*

**SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2023-99-AC WITH ENGINEERING DESIGN ANALYSIS, INC., FOR ADDITIONAL ENGINEERING DESIGN SERVICES FOR THE SPORTS CENTER HVAC PROJECT, CITY PROJECT 712-PRK**

**PURPOSE:** To approve Amendment No. 1 to Contract No. 2023-99-AC with Engineering Design Analysis, Inc., to provide engineering design services to modify the design of the Sports Center HVAC Project, City Project 712-PRK ("Project").

**RECOMMENDED ACTIONS:** The City Council will consider:

a. Approving Amendment No. 1 to Contract No. 2023-99-AC with Engineering Design Analysis, Inc., (EDA) to provide design services to modify the design plans of the Sports Center HVAC Project, City Project No. 712-PRK, at a cost not to exceed $30,000;
b. Appropriating $1,200,000 in Rendon 2023, State of California Grant Funds to fully fund the design and construction of the Sports Center HVAC Project, City Project No. 712-PRK; and
c. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2023-99-AC in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Amendment No. 1 to Contract No. 2023-99-AC is in the amount of $30,000, and the appropriation is in the amount of $1,200,000, both to be funded with Rendon 2023, State of California Grant Funds, for a revised budget total of $1,441,291. Planned budget expenditures are summarized below.

| Project Services | Project Costs | Appropriation | Total |
|---|---|---|---|
| **Design Phase** | | | |
| EDA Design Contract | $49,900 | | $49,900 |
| Amendment No. 1 | | $30,000 | $30,000 |
| Misc. Staff Time | $20,000 | | $20,000 |
| **Construction Phase** | | | |
| Construction | $1,250,000 | | $1,250,000 |
| Construction Management | $50,000 | | $50,000 |
| Contingency | $41,391 | | $41,391 |
| **Project Total** | **$1,411,291** | **$30,000** | **$1,441,291** |

**ANALYSIS:** The South Gate Park Sports Center HVAC Project (Project) is under design and scheduled to begin construction in late 2024. The goal is to complete construction in mid-2025 prior to the 2025 summer season. The Project requires replacing the HVAC system which includes installing a 130-ton chiller. The procurement of the chiller has an estimated lead time of 42 weeks. To stay on schedule, staff purchased the chiller in advance of awarding a construction contract to ensure it is readily available for installation during construction. The chiller is scheduled to be delivered in July 2024, well before the project begins construction. With the early delivery of the chiller, staff is now planning to complete the project in two separate construction phases. Phase I includes installation of the pre-purchased chiller, and Phase II includes installation of the remaining HVAC appurtenances. The current Project design is now at the 90 percent completion level. However, these design and construction documents include a requirement for the contractor to procure and install the chiller. As such, the current design documents need to be revised to remove the purchase and installation of the chiller from design documents so that the project can be implemented in two phases. Accordingly, Amendment No. 1 to Contract No. 2023-99-AC provides $30,000 to revise the design plans.

The engineer's estimate for the project requires a budget of $1,411,291 to complete design and construction. To date, a total of $211,291 in Rendon 2023 the State of California Grant Funds has been budgeted, thus an additional $1.2 Million is required.

**BACKGROUND:** The existing HVAC System at the Sports Center needs major maintenance repairs. Its chiller system fails regularly as it is undersized and near the end of its service life. Due to it being undersized, it shuts down regularly during the hot summer months when demand is high. It provides inadequate cooling when the outside air temperature exceeds 85 degrees Fahrenheit. Further, it does not provide adequate cooling to maintain comfortable temperatures in the two weight rooms. Last summer season, a temporary back-up system was rented to provide cooling, which will be rented again this summer season at an estimated cost of $25,000 monthly. The Sports Center HVAC Project is being implemented to make the necessary HVAC repairs and improvements.

On July 10, 2023, the City Manager approved Contract No. 2023-99-AC with EDA, to prepare design and construction documents for the Project, in the amount of $49,900. Amendment No. 1 to Contract No. 2023-99-AC provides $30,000 for additional services, for a revised contract amount of $79,900. Services include administration, design, and technical support through construction completion.

Proceeding with the project in two phases has benefits. Mainly, it provides for the permanent installation of the chiller to meet the demand for cooling the Sports Center to comfortable temperatures with permanent equipment. It also reduces costs since the rental equipment will be eliminated.

The design and construction documents are at the 90% completion stage. The chiller will be installed by October 2025. Construction of the project is planned to start in early 2025.

**ATTACHMENTS:**
A. Proposed Amendment No. 1 (including Exhibit A)
B. Contract No. 2023-99-AC
C. Resolution No. 2024-10-CC

AA:lc

**Attachment A**

# AMENDMENT NO. 1 TO CONTRACT NO. 2023-99-AC FOR DESIGN SERVICES FOR SPORTS CENTER HVAC PROJECT, CITY PROJECT NO. 712-PRK WITH ENGINEERING DESIGN ANALYSIS, INC.

This Amendment No. 1 to Contract No. 2023-99-AC for Design Services ("Amendment No. 1"), is made and entered into on May 28, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Engineering Design Analysis, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

## RECITALS:

**WHEREAS,** on May 23, 2023, the City Manager approved Contract No.2023-99-AC with Contractor ("Agreement") for a period of 18-month said date or until project completion, in the amount of **Forty-Nine Thousand Nine Hundred Dollars ($49,900);**

**WHEREAS,** the City and Contractor/Consultant desire to execute Amendment No. 1 in an amount not to exceed **Thirty Thousand Dollars ($30,000),** for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, and Amendment No. 1 to a total sum of **Seventy-Nine Thousand Nine Hundred Dollars ($79,900).**

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. SCOPE OF WORK.**

City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

**2. COMPENSATION.**

The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Thirty Thousand Dollars ($30,000)**.

**3. EFFECT OF AMENDMENTS.**

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

**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 OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

Dated: _____

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

**ENGINEERING DESIGN NALYSIS, INC.:**

By: _____
Kevin M. Friedman, P.E.

Date: _____

# Engineering - Design - Analysis
Incorporated

May 2, 2024

Art Cervantes
Assistant City Manager and Director of Public Works
8650 California Avenue
South Gate CA 90280

**SUBJECT: PROPOSAL FOR ADDITIONAL SERVICES, DESIGN AND ENGINEERING FOR: RECOMPILATION OF DOCUMENTS / SUPPORT OF SEGMENTED BID PROCESS FOR LIMITED HVAC UPGRADES, SPORTS CENTER, 9520 HILDRETH AVE, SOUTH GATE CA 90280**

Art,

We at EDA are in receipt of your request for a fee proposal to provide additional services to supplement design and engineering services for the subject project. The following proposal defines these additional services and deliverables, schedule and fees. Proposed services include the recompiliation of documents ad support of segmented bid process under available municipal bid contracts. This proposal is based on site visit April 27, 2024, and for review of documentation on site with parties.

**SCOPE OF WORK**

Reflective of the construction and constract documents as this office has compiled, and for abbreviated and segmentd tasks at hand, we will provide the following services:

1. Review documents as available. Review site conditions for coordination and with bidding and installing Contractors.
2. Attend design coordination meeting(s) with all parties, as necessary and as agreed upon.
3. Review building and facility requirements (space usage as impacted, facility requirements for logistics and capacity to accommodate segmented construction, structural considerations, et al, for facility as is existing, and as will be maintained, modified or provided otherwise, as agreed upon.
4. Provide drawing recompilation for execution of installation, and plan check resubmittals for approval specifically for chiller and pump replacement, and measures and limited site modifications as agreed upon. Provide level of detail for presentation of information for municipal bid process.
5. Revise book specifications.
6. Provide electronic copy routed as requested for review by parties.
7. Provide prints for plan check submittal. Revise drawings as necessary for plan check corrections and re-submittal. Provide prints for plan check re-submittal at costs as are included in the proposed project fees.
8. Provide wet-stamped drawings as required for submittal and for re-submittal for architectural and structural (by Structural Engineer), electrical, mechanical, and plumbing plans.
9. Re-submit to plan check as necessary. Resubmit corrections for approval as necessary.
10. Review budget costs / bid proposals.
11. Provide bid and construction support in addition to support as required for the overall construction project. These efforts are secondary to measures as provided by construction management by City agencies, measures to include compilation of bid documents under boiler plate copy, processing of bid to include additive and deductible alternates as requested and required by City, and as agreed upon. Provide for interim and additional job walks, responses to bid RFI's, bid and cost analysis, award of bid, review of project scheduling, submittal review, limited assistance to project managers and field engineers and construction

managers (and for attendance of additional meetings as necessary, as agreed upon – i.e. review of project schedule with construction management to accommodate project logistics), review of site and system installations, recommendation for project acceptance.

**EXCLUSIONS**

A. Compilation of documentation other than specifically cited herein, unless otherwise agreed upon.
B. Design (or redesign) for modifications and upgrades to site except as associated with HVAC project (i.e. chiller enclosure included, and measures such as parking and trash enclosure and accessibility excluded), or for systems and services except as was designed for reflective of the original Scope of Work.
C. Design for architectural and structural measures outboard of measures associated with HVAC project (i.e. space reconfiguration and structural upgrades as necessary for placement and accessibility of plant and airside equipment, and integration of services to existing elements of facility included, and wholesale space reconfiguration and remodel and specification of finish schedules of ceilings excluded) , or for systems and services except as was designed for reflective of the original Scope of Work.
D. Design of lighting and power for spaces except as agreed upon, reflective of minimal measures for refit of facility wide services, for purposes of this scope, and for budget constraints, or for systems and services except as was designed for reflective of the original Scope of Work.
E. Measures for asbestos abatement.
F. Drawing reproductions outboard of plan check and approval process unless otherwise agreed upon.
G. Planning, plan check, and permitting fees **(costs for fees to be paid by Owner)**.
H. Logistical requirements (scheduling outboard of HVAC project work, workspace requirements, cost of moves, IT considerations for general and specialty – i.e. dispatch), et al) for temporary relocation of City agencies, operations, and personnel.

**SCHEDULE**

EDA understands the urgency of the matter, and proposes to respond in a timely manner.

**FEES**

EDA proposes to provide the above services for a Lump Sum Fee of **THIRTY THOUSAND DOLLARS ($30,000)**. Monies shall be released as agreed upon.

Monies shall be due and payable in 30 days upon receipt of invoice. In event that Owner (et al) stops work on the project prior to completion, EDA shall invoice and be paid for work performed on the project to date. Additional services shall be provided at a rate of $200 per hour, unless otherwise agreed upon.

Thank you for the opportunity to be of service. If you have any questions, please contact me.

Regards,

**Engineering - Design - Analysis, Incorporated**

Kevin M. Friedman, P. E.
CEO

KMF – M27267 / bl
P2190 – A – City of South Gate Sports Center – Additional Services for HVAC Project – 9520 Hildreth, South Gate CA 90280

Engineering - Design - Analysis, Incorporated
10061 Talbert Avenue Suite 300 Fountain Valley CA 92708
714 913 8393 – phone 866 425 4336 – fax edaincorporated@aol.com

# PROFESSIONAL SERVICE AGREEMENT FOR DESIGN SERVICES BETWEEN THE CITY OF SOUTH GATE AND ENGINEERING DESIGN ANALYSIS, INC.

This Agreement for Professional Services for Design Services ("Agreement") is made and entered into on **May 23, 2023**, by and between the City of South Gate, a municipal corporation ("City"), and **Engineering Design Analysis, Inc.**, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

## RECITALS

**WHEREAS,** City desires to retain a qualified provider for certain services relating to design services; and

**WHEREAS,** Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

**WHEREAS,** based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

**NOW, THEREFORE,** the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Forty-Nine Thousand Nine Hundred Dollars ($49,900)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by Assistant City Manager/Director of Public Works or his/her designee.

   2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

   2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.

**2.3** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

**3. TERM OF AGREEMENT.** This Agreement is effective as of **May 23, 2023**, and will remain in effect for a period of 18 months from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

**4. CITY AGENT.** The Director of Public Works ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

**5. CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

**5.1** Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

**6. GENERAL TERMS AND CONDITIONS.**

**6.1 Termination for Convenience.** 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 the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

**6.2 Termination for Cause.**

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

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

b. 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 withing 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.

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation 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.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, 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 Subsection 6.1. above.

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

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. 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, disability, or age.

Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 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 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

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

**6.5.1** Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

**6.5.2** Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than $1,000,000 for personal injury to any one person, $1,000,000 for injuries arising out of one occurrence, and $500,000 for property damages or a combined single limit of $1,000,000, with an aggregate of $2,000,000. Each such policy of insurance shall:

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

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

c. Specify its acts as primary insurance.

d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

e. Cover the operations of Consultant pursuant to the terms of this Agreement.

**6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

**6.7 Compliance with Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

**6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.

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

**6.8.2** Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.

**6.8.3** Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification

of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

**6.9 Consultant's Personnel.**

**6.9.1** All services required under the 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.

**6.9.2** 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.

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

**6.9.4** Consultant shall indemnify and hold harmless 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 of omissions by Consultant in connection with the work performed arising from this Agreement.

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

**6.11 Legal Construction.**

**6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

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

**6.11.3.** The article and section, captions and headings herein have been inserted for

convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

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

**6.12 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

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

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

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

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

Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

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

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

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

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

**6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**
City of South Gate
Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, CA 90280
Email: acervantes@sogate.org
TEL: (323) 563-9500

**WITH COURTESY COPY TO:**
City Clerk's Office
Yodit Glaze, City Clerk
8650 California Avenue

South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323) 563-9510

**TO CONSULTANT:**
Kevin M. Friedman, P.E.
Chief Executive Officer
Engineering Design Analysis, Inc.
10061 Talbert Avenue, Suite 300
Fountain Valley, CA 92708
Email: kevin@edaincorporated@aol.com
TEL: (714) 913-8393

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

**6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

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

7. **EFFECTIVE DATE.** The effective date of this Agreement is **May 23, 2023**, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

**CITY OF SOUTH GATE:**

By: _____
Chris Jeffers, City Manager

Dated: 7-19-2023

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

**ENGINEERING DESIGN ANALYSIS, INC**

By: _____ COO
Kevin M. Friedman, P.E.

Dated: 7-11-2023

5116863.1 -- L235.0

# Proposal For:

# HVAC
# Project

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SPORTS CENTER
9520 Hildreth Avenue
South Gate CA 90280

for

## City of South Gate

by

**Engineering – Design – Analysis, Incorporated**
**10061 Talbert Avenue Suite 300**
**Fountain Valley CA 92708**
**(714) 913 8393**
edaincorporated@aol.com

RFP: Professional Services to
Design and Provide Bid Documents,
Sports Center HVAC Project, No. 712-PRK

May 11, 2023

# TABLE OF CONTENTS

I LETTER OF INTRODUCTION

II PROPOSAL (SCOPE OF WORK AND FEES)

III STATEMENT OF UNDERSTANDING / TECHNICAL APPROACH)

IV RESOURCE ALLOCATION MATRIX

V COMPANY OVERVIEW AND PROJECT EXPERIENCE

# I

# LETTER OF INTRODUCTION

# Engineering - Design - Analysis
Incorporated

May 11, 2023

Art Cervantes
Assistant City Manager and Director of Public Works
8650 California Avenue
South Gate CA 90280

**SUBJECT: LETTER OF INTRODUCTION: RESPONSE TOP RFP FOR PROFESSIONAL SERVICES TO DESIGN AND PROVIDE BID DOCUMENTS FOR THE SPORTS CENTER HVAC SYSTEM PROJECT, NO. 712-PRK; 9520 HILDRETH AVE, SOUTH GATE CA 90280**

Art,

Please find herewith this letter of introduction copy which provides responses to the requirements cited for the subject RFP.

Your project falls well within our area of expertise. We are versed in the requirements of the City of South Gate. We feel our design philosophy is congruent with that of the City, for our experience with Public Works and facilities maintenance.

We are in a position to deliver for you the services necessary for those appropriate and successful results for this project.

If you have any questions, do not hesitate to call.

We look forward to this opportunity with the City of South Gate.

Regards,

**Engineering - Design - Analysis, Incorporated**

Kevin M. Friedman, P. E.
CEO

KMF – M27267 / bl
P2190 – City of South Gate Sports Center HVAC Project – 9520 Hildreth, South Gate CA 90280

Engineering - Design - Analysis, Incorporated
10061 Talbert Avenue Suite 300 Fountain Valley CA 92708
714 913 8393 – phone 866 425 4336 – fax edaincorporated@aol.com

# II

# PROPOSAL

# (SCOPE OF WORK

# AND

# FEES)

# Engineering - Design - Analysis
Incorporated

May 11, 2023

Art Cervantes
Assistant City Manager and Director of Public Works
8650 California Avenue
South Gate CA 90280

**SUBJECT: PROPOSAL FOR DESIGN AND ENGINEERING FOR: ARCHITECTURAL / STRUCTURAL / ELECTRICAL / MECHANICAL / PLUMBING FOR LIMITED HVAC UPGRADES, SPORTS CENTER, 9520 HILDRETH AVE, SOUTH GATE CA 90280**

Art,

We at EDA are in receipt of your request for a fee proposal to provide design and engineering services for the subject project. The following proposal defines our scope of services and deliverables, schedule and fees. Proposed services include the preparation of documents suitable for plan check approval and for construction under a municipal bid contract. This proposal is based on RFP for Professional Services to Design and Provide Bid Documents for the Sports Center HVAC System Project, No. 7123-PRK.

**SCOPE OF WORK**

Reflective of the terms cited therein the subject RFP (and as noted herein, we will provide the following services:

**A. Common Scope:**

1. Review existing building documents as available. Review site conditions for coordination and integration of information as necessary and appropriate and as agreed upon and as identified in the RFP.
2. Verify requirements with Building Officials in preliminary assessment of tenant improvement project requirements.
3. Attend design coordination meeting(s) with all parties, as necessary and as agreed upon.
4. Review building and facility requirements (space usage as impacted, facility requirements for logistics and capacity to accommodate construction, structural considerations, et al, for facility as is existing, and as will be maintained, modified or provided otherwise, as agreed upon.
5. Review utility requirements (electrical, waste, water, as is existing, and as will be maintained, modified or provided otherwise, as agreed upon.
6. Provide drawings for plan check approval for tenant improvements and for limited site modifications as agreed upon. Provide level of detail for minimum presentation of information for preferred Contractor pool.
7. Provide sheet specifications.
8. Provide electronic copy routed as requested for review by parties.
9. Provide prints for plan check submittal. Revise drawings as necessary for plan check corrections and re-submittal. Provide prints for plan check re-submittal at costs as are included in the proposed project fees.
10. Provide wet-stamped drawings as required for submittal and for re-submittal for architectural and structural (by Structural Engineer), electrical, mechanical, and plumbing plans.
11. Submit to plan check as necessary. Resubmit corrections for approval as necessary.
12. Provide book specifications as required by the City in course of compilation of approved plans.

13. Provide Rough Order Magnitude budget costs commensurate with progressions of plans, and keyed to anticipated metrics as identified by City's representatives.
14. Provide bid and construction support in effort secondary construction management by City agencies, to include compilation of bid documents under boiler plate copy, processing of bid to include additive and deductible alternates as requested and required by City, and as agreed upon, job walks, responses to bid RFI's, bid analysis, award of bid, review of project scheduling, submittal review, limited assistance to project managers and field engineers and construction managers (and for attendance of bi-weekly meetings, average, and services as agreed upon – i.e. review of project schedule and phasing with construction management to accommodate project logistics), review of site and system installations, recommendation for project acceptance.

**B. Architectural / Structural Scope:**

1. Provide cover sheet for project data and administrative considerations, and for relevant terms associated with measures for maintenance, modification, and upgrades to site, structure, space subject of this project.
2. Provide site plan, floor plans, roof plans for relevant terms associated with measures for maintenance, modification, and upgrades subject of this project.
3. Provide scenarios for Team to make final decisions as to system type and locations of key components and configurations, lending to space allocation and necessary modifications for various proposed mechanical systems.
4. Provide sections and elevations for comprehensive presentation for design details.
5. Provide details and schedules for architectural measures, treatments, finishes, et al as necessary.
6. Provide structural plans (details, calculations) as necessary for installation of structures and heavy equipment (chiller(s), pumps, air handling units or fan coils, et al) associated with facility upgrades.

**C. Electrical Scope:**

1. Identify existing meter set on site and in building, electrical services and switch gear. Identify and provide design for proposed system modifications and installations.
2. Provide design for electrical services to new HVAC components (i.e. chiller, boiler, pumps, and air side services and ancillaries on site and throughout facilities.
3. Provide single line and switchgear elevation, site plan, floor plans, panel schedules, installation details.

**D. Mechanical Scope:**

1. Provide calculations to establish capacities of proposed HVAC plant and airside services and measures for distribution to zones.
2. Provide design of HVAC services to limited extent as identified in Statement of Understanding, to include demo and reno plans, site plan, floor plan, and roof plan, for proposed modifications to HVAC systems.
3. Provide sections and elevations to reflect fit of services within spaces and structure, and impact to site and building exterior.
4. Provide equipment schedules, waterside and airside schematics, installation details, controls workups (to include floor plans, schematics, points list, and sequence of operation).
5. Provide Title 24 compliance documentation as necessary.

Engineering - Design - Analysis, Incorporated
10061 Talbert Avenue Suite 300 Fountain Valley CA 92708
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**E. Plumbing Scope:**

1. Identify plumbing services to facility, and for services as necessary for proposed HVAC systems.
2. Provide design of plumbing services (waste, water) for service to chilled water plant (for make-up water), and airside services (for condensate disposal).
3. Provide schedules, site plan, floor plans, isometrics, installation details.

**EXCLUSIONS**

A. Compilation of documentation other than specifically cited herein, unless otherwise agreed upon.
B. Design for modifications and upgrades to site except as associated with HVAC project (i.e. chiller enclosure included, and measures such as parking and trash enclosure and accessibility excluded)
C. Design for architectural and structural measures outboard of measures associated with HVAC project (i.e. space reconfiguration and structural upgrades as necessary for placement and accessibility of plant and airside equipment, and integration of services to existing elements of facility included, and wholesale space reconfiguration and remodel and specification of finish schedules of ceilings excluded).
D. Design of lighting and power for spaces except as agreed upon, reflective of minimal measures for refit of facility wide services, for purposes of this scope, and for budget constraints.
E. Measures for asbestos abatement.
F. Drawing reproductions outboard of plan check and approval process unless otherwise agreed upon.
G. Planning, plan check, and permitting fees **(costs for fees to be paid by Owner).**
H. Logistical requirements (scheduling outboard of HVAC project work, workspace requirements, cost of moves, IT considerations for general and specialty – i.e. dispatch), et al) for temporary relocation of City agencies, operations, and personnel.

**SCHEDULE**

EDA proposes the following schedule:

- Provide 60% design development in timeframe therein overall timeframe cited herein.
- Provide 90% design in timeframe therein overall timeframe cited herein. Owner comments to be solicited and incorporated as are available. EDA to submit plans for plan check at 90% design. Owner to expedite plan check process in-house and through third part agencies as possible. Note that plan check submittal and resubmittal would require immediate review and response by processing and reviewing parties.
- Provide 100% design by August 17th, 2023 in timeframe therein overall timeframe cited herein.
- Support construction across an anticipated 6 month window of construction (estimated).
- Timeframe proposed is for consideration of "Final Set of Plans delivered and permit read by August 17th" as dictated in the RFP. Note that this process would entail immediate Notice to Proceed by the City of South Gate to the Awardee, and plan check review in an immediate and expeditious timframe. Proposal is for a final set of plans as cited herein, initiated for an immediate Notice to Proceed, and processed for plan approval by Public Works in due (i.e. immediate and expeditous timeframe) time. For those considerations, this Consultant proposes to provide plans permit ready by Augus 17th, 2023.

**FEES**

EDA proposes to provide the above services for a Lump Sum Fee of **FORTY NINE THOUSAND NINE HUNDRED DOLLARS ($49,900)**. Fees shall be invoiced on the following schedule:

- $24,000 upon submittal of design development;
- $12,000 upon submittal of drawings to plan check (and for 90% complete);
- $4,500 upon plan check approval;
- $1,500 upon bid submittal;
- $1,500 upon award of bid;
- $2,000 (or portions thereof) upon submittal review;
- Portions thereof $4,400 across construction period of 6 months.

Monies shall be due and payable in 30 days upon receipt of invoice. In event that Owner (et al) stops work on the project prior to completion, EDA shall invoice and be paid for work performed on the project to date. Additional services shall be provided at a rate of $200 per hour, unless otherwise agreed upon.

Signatory on this proposal as presented herein in an immediate timframe, and subject to the previously cited conditions of the City is deemed satisfactory for consideration of "immediate Notice to Proceed" as cited herein.

Thank you for the opportunity to be of service. If you have any questions, please contact me.

Regards,

**Engineering - Design - Analysis, Incorporated**

Kevin M. Friedman, P. E.
CEO

KMF – M27267 / bl
P2190 – City of South Gate Sports Center HVAC Project – 9520 Hildreth, South Gate CA 90280

# III

# STATEMENT OF UNDERSTANDING / TECHNICAL APPROACH

# Engineering - Design - Analysis
Incorporated

**STATEMENT OF UNDERSTANDING / TECHNICAL APPROACH**

The project at hand is for substantial refit of HVAC services serving the South Gate Sports Center. Specific components of this refit include the replacement of the chiller and supplemental capacity for new equipment for airside HVAC services to locker rooms and weight rooms. There are various components outboard of the scope such as the gymnasium air handling unit (to include economizer exhaust) and air handlers otherwise, hot water services (to include heating hot water, domestic hot water, pool heating, and cogeneration), rooftop package equipment in vicinity and on second floor services (deemed "available for reconfiguration as part of this project", but bears review for applicability), and pool ventilation. Consideration as part of this project would lend to controls as new controls could be developed for expansion, to be extended to balance of systems new thereafter.

The chiller is air cooled, and 110 tons in capacity. The unit is undersized and at end of service life. It is noted that the record drawings reflect two 65 ton chillers rather than the singular 110 ton chiller, and these terms bear consideration as design for replacement is reconciled. It is a primary purpose of this project to replace the chiller. Inherent consideration is for replacement of pumping services (and potential upgrade to duplex pumping for redundancy), and refit of piping as is deemed necessary and / or appropriate. Consideration on that account is to minimize work where possible, and redevelop services as justified and agreed upon. Among issues to consider as part of the design effort include the weight of equipment and capacity of structure to bear any increases in weight, necessary upgrades to electrical services, and adequacy of piping for size and condition as noted above.

There are multiple air handlers serving two weight rooms and two locker rooms. The equipment is serviceable, but inadequate in size, and for expanded spaces served. These units have 10 years (+ / -) of service life remaining. Consideration is for those appropriate opportunities to displace services from the existing installations, and to provide new services supplemental to the existing. Design considerations would include equipment locations, capacity for economizer services, maintenance of existing elements, and strategic placement and intercept and merge and meld of new and existing equipment. Specific consideration would be to locate new equipment on the roof over the weight rooms and the locker rooms. Additional consideration would be to reconfigure the existing rooftop package units thereabouts and above the weight rooms and lockers. This Consultant understands the preference by Owner to re-purpose the existing package equipment and has advised client of opportunities and fallibilities as to the proposition. Issues to consider as part of the design effort include the weight of equipment and capacity of structure to bear any increases in weight (a lesser degree, for the weights involved herewith, measures for electrical services, and modifications to piping to accommodate the proposed measures for upgrade.

This Consultant also understands the Owner's intent to maintain the Scope of Work to "tasks at hand" for the equipment replacement cited herein. Preliminary budget costs by the Consultant is upwards of $400,000 or more (and depending on the ultimate Scope of Work), and these terms are noted to the Owner.

Whereas these types of installations would entail microprocessor based controls (i.e. DDC, BAS), it is understood and / or expected that there are no such controls in this facility. Options on this account include: 1) develop upgrades for current generation BAS as part of this design for extent of services as agreed upon, and with capacity for expansion in due time to integrate balance of services at this facility onto the upgraded controls platform; or 2) integrate the new equipment into the existing controls hierarchy (deemed an unlikely decision; or 3) to design this project for controls stand alone and on a component by component basis. This decision can be made in the course of design.

A specific consideration worth noting herein is that the gym air handler is substantial in capacity and configuration, and with limited effort could be revitalized for good function, to include the economizer service. Whereas this task is outboard of the scope as is identified as part of the RFP, it bears discussions as terms of the project are finalized.

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# IV

# RESOURCE ALLOCATION MATRIX

# Engineering - Design - Analysis
Incorporated

**RESOURCE ALLOCATION MATRIX**

| Asset | Allocation of Hours | | |
|---|---|---|---|
| | May 17th – June 16th | June 17th – July16th | July 17th – August 16th |
| KMF – Principal / Mech Eng | 30 | 30 | 20 |
| DF – Project Manager | 12 | 12 | 12 |
| CI – Electrical Engineer | 2 | 2 | 2 |
| RAG – Design Engineer | 8 | - | - |
| KY – Design Engineer | 40 | 40 | 40 |
| VA – Design Engineer | 40 | 40 | 40 |
| JH – Designer | - | - | - |
| BL – Clerical | 12 | 12 | 12 |
| AF – Clerical | - | - | - |
| **Asset** | **Job Costs** | | |
| | May 17th – June 16th | June 17th – July16th | July 17th – August 16th |
| KMF – Principal / Mech Eng | $6,000 | $6,000 | $4,000 |
| DF – Project Manager | $1,120 | $1,120 | $1,120 |
| CI – Electrical Engineer | $200 | $200 | $200 |
| RAG – Design Engineer | $880 | - | - |
| KY – Design Engineer | $4,400 | $4,400 | $4,400 |
| VA – Design Engineer | $4,400 | $4,400 | $4,400 |
| JH – Designer | - | - | - |
| BL – Clerical | $960 | $960 | $960 |
| AF – Clerical | - | - | - |

Job costs sum to $50,120 (plus $1,000 allocation for printing costs. Proposed fee reduced to $50,000 by EDA.

**RATE SCHEDULE**

Hourly rates for 2023 Contracts are as follow:

| Production Classification | Hourly Rate |
|---|---|
| Principal | $200 |
| Project Engineer / Manager | $140 |
| Designer – CAD Operator | $110 |
| CAD Operator | $100 |
| Administrative | $90 |
| Clerical | $80 |

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# V

# COMPANY OVERVIEW AND PROJECT EXPERIENCE

# Engineering - Design - Analysis
Incorporated

**COMPANY OVERVIEW**

Thank you for the opportunity to present qualifications for this organization, Engineering – Design – Analysis, Incorporated. We submit these terms to the City of South Gate, for consideration of opportunities in which this organization may provide services for the agency.

EDA (short for Engineering – Design – Analysis) was incorporated in March of 2005, and provides services across all disciplines and functions in the field of construction services. These capacities include extensive capabilities in architectural / electrical / mechanical / plumbing design through in-house staff and additional capacities via affiliations with outside resources. Peripheral capabilities include civil engineering, and fire / life safety, and information technology (IT). EDA's range of experiences includes commercial, industrial, institutional, military, and residential projects, and EDA can contribute to all types of projects, and throughout all phases.

Principal's experience includes 38 years of project engineering, as cited above. Inclusive in that experience has been design of mechanical systems, as well as complete A-S-E-M-P packages, plus) for a wide variety of projects. EDA's involvement is unique from project to project and depending on the genre of work, and may entail due diligence to varying degrees for project viability, compilation of construction and Contract documents as necessary for plan approval and / or award of bid, construction support (lending to field engineering, and construction management as needed) and project acceptance. Inherent in the process is compilation of menu-driven documentation for adequate understanding by all parties as to the goals of the project, for a timely construction process, with measures for cost control, and delivery of facilities to the satisfaction of all parties involved.

EDA is versed in classic design considerations for conventional building systems, as well as for unique projects and applications. Company experience lends to a broad range of disciplines (i.e., site requirements and utilities and infrastructure, building occupancy and construction types, structural requirements for building construction and modification, associated utilities, area separation requirements, exiting, fire department access, fire-life safety, fire protection, and electrical and plumbing utilities). Experience also is steeped in specific elements of construction. Mechanical design includes high-efficiency installations, dehumidification, ventilation, cooling water and process chilled water systems, large gas services, noise-sensitive installations, microprocessor-based controls, sustainable design (with associated analysis, and measures for retrofit). Electrical design experience includes a variety of building electrical service upgrades, installation and retrofit of emergency generators, and wholesale design and retrofit and tenant improvement work.

EDA is staffed to execute small- and medium-sized projects, with capacity and expertise to serve on larger projects on a case-by-case basis. EDA carries $1M / $2M levels of E & O and general liability insurance per occurrence and aggregate.

We respectfully submit to you our qualifications for your consideration. Client references and additional details for specific projects are available upon request.

Regards,

**Engineering – Design – Analysis, Incorporated**

Kevin M. Friedman, P. E.
CEO

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# Engineering - Design - Analysis
Incorporated

**Municipal Projects – Tenant Improvements – Site Rehabilitation – Change of Use – Building Alterations – Multiple Sites:** Projects entailed rehabilitation, tenant and site improvements, modernization and upgrade of various facilities, to include police stations (South Gate, Long Beach, Palm Springs, Huntington Beach, LA County Sheriff Detention Center; fire stations (Pasadena, Anaheim, West Covina, La Quinta, Montebello, Huntington Beach, Palm Springs); county parks and recreation and pool facilities (South Gate, Pasadena, Long Beach, LA County, Ontario, Bellflower); city halls (Placentia, Irvine, Cypress, Costa Mesa, Palm Springs); Head Start facilities, animal control facilities (San Bernadino County); EV charging (Anaheim, et al); extensive work as sub-consultant to prime Architect.

**Commercial Work – Site Rehabilitation – Change of Use – Structural Modifications for Major Building Alterations – Tenant Improvements – Multiple Sites:** Projects entailed conversion (or maintenance of) of churches, furniture/appliance outlets, banks, motorcycle dealerships, and retail spaces into corporate office space (gentrification), like use as appliance stores, self-service laundries, and warehouse facilities, union dispatch hall. Projects included varying responsibilities for due diligence for permitted use and planning, coordination with all disciplines to include soils and civil engineering (to include storm water and LID, and lot mergers and county recordings), and landscaping (for matters as were contracted directly to Owner). On limited accounts, developed building rendering for form and scheme. Provided direction on structural engineering, to include provisions for substantial steel moment frame construction. Reconciled terms with serving utilities and municipalities to minimize fees and costs. Provided classic architectural services and downstream disciplines and provided coordination with electric utilities (Southern California Edison, San Diego Gas, and Electric, and Pacific Gas and Electric) for electric (and gas) service upgrades. Developed plans for tenant improvement for various offices and supported warehouse spaces, high-end appliance sales, self-service laundry.

**New Emergency Generator – Addition of Generator – Generator Refit – Generator Relocation – UPS Services – Multiple Sites:** Provided designs to account for multitude of project and site requirements. Projects provided systems and services as follows: City facilities in City of San Fernando, City of Long Beach; ILWU Dispatch Hall (new construction), with whole-building generator back-up; chemical storage warehouse facilities with B / H-3 / H-4 occupancies, for addition of AQMD pre-certified generators for limited emergency back-up; multiple fire stations, for re-fit of existing generator services, to include reconciliation for existing service integration and emergency service loads; Federal administration building with ancillary services, and relocation of select service emergency generator for improved site location; various sites, for new and extended UPS services associated with IT functions.

**Various Federal Facilities, et al – Multiple Sites:** Projects entail conversion of "standard" facilities (on-campus, off-campus) to "special use" facilities, to include multiple disciplines, IT services, supporting measures.

**New Construction – Site Development – Retail Centers – Multiple Sites:** Five different projects of similar genre in LA county, San Bernadino County, city of Compton, to include due diligence for permitted use and planning, coordination with all disciplines for complete project. Developed building rendering for form and scheme, and direction on structural engineering. Reconciled terms with serving utilities to minimize sewer fees. Provided classic architectural services and downstream disciplines. Provided coordination with Southern California Edison for electric service. Developed plans for tenant improvement for self-service laundry.

**Various Campuses – Design, Evaluations, Representative for Owner:** Biola University, Occidental College, CSUF, et al to include tenant improvements various projects, CSUF), design-build HVAC replacement projects (Occidental), on-going consultation (Biola).

**High-Rise Facilities, District Cooling, Cogeneration – Evaluations, Representative for Owner:** Efforts included extensive evaluation to de-coupe from district cooling services via construction of dedicated chilled water and heating hot water plant services (Bunker Hill Towers, Los Angeles), district cooling modeling with utility costs, and preliminary design and budgeting (Toronto Hydro, Florida Power and Light), and acceptance of 1.5 MW of generation capacity and 400 tons of associated high-performance absorption chiller services (333 South Hope, Los Angeles).

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**RESOLUTION NO. 2024-10-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING APPLICATION(S) TO THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR SPECIFIED GRANT FUNDS**

**WHEREAS,** the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of South Gate, setting up necessary procedures governing application(s);

**WHEREAS,** said procedures established by the State Department of Parks and Recreation requires the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State;

**WHEREAS,** the State of California has allocated $2,700,000 to the City of South Gate for its capital outlay for construction or improvement of facilities or infrastructure, acquisition or improvement of equipment, or acquisition or improvement of land, as designated by the City of South Gate; and

**WHEREAS,** the City agrees to enter into a contract(s) with the State of California to complete such project(s) for which grant funding is obtained.

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

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

**SECTION 2.** The City Council does hereby adopt this Resolution approving the filing of project application(s) for specified grant project(s) and certifies that it has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds (including those provided by this grant) to complete the project.

**SECTION 3.** The City Council does hereby certify that the City has reviewed, understands, and agrees to the provisions contained in the contract in the Procedural Guide.

**SECTION 4.** The City Council delegates the authority to the Director of Parks & Recreation, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests which may be necessary for the completion of the project(s) scope(s).

**SECTION 5.** The City Council agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**SECTION 6.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED,** and **ADOPTED** on this 27th day of **February 2024.**

**CITY OF SOUTH GATE:**

BY:_____
Gil Hurtado, Mayor

**ATTEST:**

By:_____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

BY:_____
Raul F. Salinas, City Attorney

**STATE OF CALIFORNIA** )

**COUNTY OF LOS ANGELES** ) **SS**

**CITY OF SOUTH GATE** )

I, Yodit Glaze, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2024-10-CC was adopted by the City Council at their Regular Meeting held on February 27, 2024, by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Avalos, Barron, Rios, Davila, and Hurtado |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |
| Recused: | Council Member: | None |

Witness my hand and the seal of said City on March 5, 2024.

Yodit Glaze, City Clerk
City of South Gate, California

Office of the
South Gate City Clerk

MAY 22 2024

FILED

2:35 PM

# Item No. 10

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**
Originating Department: **Public Works**

***Department Director:*** *Arturo Cervantes* ***City Manager:*** *Rob Houston*

**SUBJECT: AGREEMENT WITH GOLDEN METERS SERVICE INC. FOR PROFESSIONAL SERVICES FOR LEAD AND COPPER RULE REVISIONS, CITY PROJECT NO. 724-WTR**

**PURPOSE:** To award a Professional Services Agreement to Golden Meters Service, Inc., to meet the requirements of the US EPA's Lead and Copper Rule Revisions (LCRR) by identifying water service line material from the meter to the customers building inlet.

**RECOMMENDED ACTIONS:** The City Council will consider:

a. Approving a Professional Services Agreement with Golden Meters Service, Inc., to provide services to complete the Lead and Copper Rule Revisions, City Project No. 724-WTR as necessary to meet new Federal requirements, in an amount not-to-exceed $683,000;
b. Appropriating $683,000 in Water Funds to fully fund the Lead and Copper Rule Revisions, City Project No. 724-WTR; and
c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no impact to the General Fund. The Proposed Agreement and the proposed appropriation are both in the amount of $683,000 recommended to be funded with Water Funds.

**ANALYSIS:** The US EPA's LCRR requires all California community water systems to develop and submit a water service line material inventory to the Division of Drinking Water (DDW) by October 16, 2024. The purpose of the inventory is to confirm the existence of led service lines. The City conducted an inventory of service lines material in 2020, on public property from the water mains to the water meter and did not find any lead pipes. The LCRR now requires the City to conduct an inventory on customer-owned services (private property) from the meter to the building inlet. The inventory must include all service lines connecting the water main to the building inlet, regardless of ownership status and intended use. Each service line must be categorized as one of the following: Lead, Non-lead (copper, plastic, etc.) Galvanized requiring replacement (GRR). The City is also required to post the inventory online and include instructions on how to access the inventory online through the annual Consumer Confidence Report. Further, the City must notify customers and discuss a replacement plan if a lead service line is found serving their property.

The Public Works Department does not have the staffing resources to complete this effort. As such, it is recommended that a contract be awarded to Golden Meters, Inc. (GM), to complete the project.

**BACKGROUND:** The City's water system has approximately 135 miles of water mains. It serves the majority of City except for a portion of the Hollydale area, via over 14,400 service connections to residential, commercial, and industrial customers. Based on the EPA's new requirements, a total of 12,500 service connections will be required to be inventoried to confirm the presence of led. The remaining services connections will not be included in the project as they were constructed after 1986, which is after lead pipes were banned from use in 1985.

Staff prepared a Request For Proposal (RFP) and issued on March 12, 2024. The City received one proposal on April 2, 2024 in the amount of $683,000, from Golden Meters Service, Inc. and is recommended for the contract. Located in Fullerton, Golden Meters, Inc. (GM), has over 14 years of experience in the water industry and is qualified to perform lead inspections. GM has serviced over 100 water agencies throughout the State and has annual testing agreements and meter replacement contracts with over 50 agencies. GM has the needed experience to complete the project.

The proposal includes physical visual inspections of the estimated 12,500 service connections, which will include cleaning the meter box and taking a photo of the service line, as well the building inlet, documenting on the City's GIS software, and verifying metal pipes.

EPA is proposing the Lead and Copper Rule Improvements (LCRI) to significantly reduce exposure to lead through drinking water. The proposal builds on the 2021 Lead and Copper Rule Revisions (LCRR) to the 1991 Lead and Copper Rule (LCR). The proposed LCRI strengthens key elements of the rule in three main focus areas:

- Identifying and Replacing Lead Service Lines.
- Reducing Complexity and Improving Public Health Protection.
- Increasing Transparency and Informing the Public.

**ATTACHMENTS:** A. Proposed Agreement (including Exhibit A)
B. FAQ LCRR Inventory

CC:lc

# AGREEMENT FOR PROFESSIONAL SERVICES FOR THE LEAD AND COPPER RULE REVISIONS BETWEEN THE CITY OF SOUTH GATE AND GOLDEN SERVICE METERS, INC.

This Agreement for Professional Services for Services ("Agreement") is made and entered into on May 28,2024, by and between the City of South Gate, a municipal corporation ("City"), and **Golden Service Meters, Inc.,** a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

## RECITALS

**WHEREAS,** City desires to retain a qualified provider to engage in the services for the Lead and Copper Rule Revisions - City Project No. 724-WTR. Work includes completing all field data collection, analysis related to the Lead Service Line Inventory, and upload data into the City Geographic Information System (GIS) to meet the October 16, 2024 deadline set forth by the U.S. Environmental Protection Agency (EPA); and

**WHEREAS,** Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

**WHEREAS,** based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

**NOW, THEREFORE,** the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Six Hundred and Eighty-Three Thousand Dollars ($683,000.00).** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by Assistant City Manager/ Director of Public Works or his/her designee.

   **2.1** Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

   **2.2** Consultant shall be paid in accordance with the schedule included in Consultant's

proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.

**2.3** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

**3. TERM OF AGREEMENT.** This Agreement is effective as of **May 28, 2024**, and will remain in effect for a period of one (1) year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

**CITY AGENT.** The **Assistant City Manager/ Director of Public Works** ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

**4. CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

**4.1** Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

**6. GENERAL TERMS AND CONDITIONS.**

**6.1 Termination for Convenience.** 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 the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

**6.2 Termination for Cause.**

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

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

b. 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 withing 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.

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation 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.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, 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 Subsection 6.1. above.

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

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. 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, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 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 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

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

**6.5.1** Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

**6.5.2** Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than $1,000,000 for personal injury to any one person, $1,000,000 for injuries arising out of one occurrence, and $500,000 for property damages or a combined single limit of $1,000,000, with an aggregate of $2,000,000. Each such policy of insurance shall:

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

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

c. Specify its acts as primary insurance.

d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

e. Cover the operations of Consultant pursuant to the terms of this Agreement.

**6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

**6.7 Compliance with Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

**6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.

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

**6.8.2** Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.

**6.8.3** Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be

the sole responsibility of Consultant.

**6.9 Consultant's Personnel.**

**6.9.1** All services required under the 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.

**6.9.2** 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.

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

**6.9.4** Consultant shall indemnify and hold harmless 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 of omissions by Consultant in connection with the work performed arising from this Agreement.

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

**6.11 Legal Construction.**

**6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

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

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

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

**6.12 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

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

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

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

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

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

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

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

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

**6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**
City of South Gate
**Assistant City Manager/ Director of Public Works**
8650 California Avenue
South Gate, CA 90280
Email: **acervantes@sogate.org**
TEL. 323-563-9567

**WITH COURTESY COPY TO:**
City Clerk's Office
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323) 563-9510

**TO CONSULTANT:**
Golden Meters Service, Inc.
Ana Aguilar
**Contracts Manager**
107 S. Edward Avenue
Fullerton, CA 92833
Email: GoldenMetersService@gmail.com
TEL. 714-653-2900

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

**6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

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

7. **CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT.** In accordance with California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure must be filed of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision is made to award an agreement. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Agreement.

8. **EFFECTIVE DATE.** The effective date of this Agreement is **May 28, 2024** and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

Dated: _____

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

**Golden Meter Service, Inc.:**

By: _____
Ana Aguilar

Dated: _____

# REQUEST FOR PROPOSAL (RFP)

## PROFESSIONAL ENGINEERING SERVICES FOR THE THE LEAD AND COPER RULE REVISIONS CITY PROJECT NO. 724-WTR

## EXHIBIT "A"

## SCOPE OF WORK

### I. PURPOSE

The City of South Gate (City) is soliciting proposals from qualified Consultants to provide Professional Engineering Services to prepare Lead Service Line Inventory as part of the Lead and Coper Rule Revisions – City Project No. 724 WTR. The Consultant will collect field data to compile the inventory.

The United States Environmental Protection Agency (U.S. EPA) issued revisions to the federal Lead and Copper Rule (LCR) on January 15, 2021. U.S. EPA's new Lead and Copper Rule Revisions (LCRR) strengthen every aspect of the LCR to better protect communities and children in elementary schools and childcare facilities from the impacts of lead exposure. Over the following three years, the LCRR will require community water systems (CWSs) and non-transient non-community water systems (NTNCs) throughout the United States (approximately 4,000 water systems in California) to conduct an inventory of service lines and determine the material of those lines and fittings.

### II. PROJECT SCHEDULE

Major milestones of the Project:

- Award Professional Service Contract — April 2024
- Notice to Proceed — May 2024
- Complete Field data collection — August 2024
- Final Completion of data submittal — September 2024
- Completion of meter box cleaning (Optional) — December 2024

The goal is to complete all data collection, analysis related to the Lead Service Line Inventory, associated reports, public notifications, and upload data into the City geographic Information System. Pursuant to the guideline of State Water Resources Control Board's (State Water Board) Division of Drinking Water (DDW), all water systems must develop and submit to DDW an initial inventory by October 16, 2024.

### III. SOUTH GATE WATER SYSTEM

The City of South Gate water system has approximately 135 miles of water mains (Attachment-1). It serves majority of City with the exception of a portion of the Hollydale

area, south of Gardendale Avenue (Meter Route C-9), which is served by Golden State Water Company; a small portion that borderlines Cudahy, which is served by Track 180 Mutual Water Company; and a small area that borderlines Walnut Park, which is served by Walnut Park Mutual Water Company. There are over 14,372 users in the City service area including residential, commercial, and industrial customers. The City also has several recycled water service connections to serve mainly landscape irrigation, which is not a part of this Project.

Breakdown of Service Connection Types for City of South Gate Water System:

| | |
|---|---|
| Single Family | 9,599 |
| Multi Family | 3,313 |
| Commercial | 1,372 |
| Industrial | 72 |
| Other | 16 |
| Total | 14,372 |

## IV. PROPOSED LEAD AND COPPER RULE IMPROVEMENTS (LCRI)

### A. Background

EPA is proposing the Lead and Copper Rule Improvements (LCRI) to significantly reduce exposure to lead through drinking water. The proposal builds on the 2021 Lead and Copper Rule Revisions (LCRR) to the 1991 Lead and Copper Rule (LCR). The proposed LCRI strengthens key elements of the rule in three main focus areas:

- Identifying and Replacing Lead Service Lines.
- Reducing Complexity and Improving Public Health Protection.
- Increasing Transparency and Informing the Public.

### B. Definition of a lead service line, gooseneck and galvanized line

1) Lead service line means a portion of pipe that is made of lead, which connects the water main to the building inlet. A lead service line may be owned by the water system, owned by the property owner, or both. A galvanized service line is considered a lead service line, or a "galvanized requiring replacement" (GRR), line if it ever was or is currently downstream of any lead service line or service line of unknown material. If the only lead piping serving the home is a lead gooseneck, pigtail, or connector, and it is not a galvanized service line that is considered a lead service line, then the service line is not a lead service line.

2) Gooseneck, pigtail, or fitting, connector is a short section of piping, typically not exceeding two feet, which can be bent and used for connections between rigid service piping. Lead goosenecks, pigtails, fittings, and connectors are not considered to be lead service lines but must be replaced when encountered during

planned or unplanned infrastructure work pursuant to 40 Code of Federal Regulation (CFR) section 141.84, subdivision (c).

3) Galvanized service line means iron or steel piping that has been dipped in zinc to prevent corrosion and rusting.

Note: A galvanized line that is connected downstream of a lead gooseneck, pigtail, fitting, or connection is not considered a GRR and does not require replacement.

**C. How is each portion of the service line material categorized in the LCRR?**

Collect material data on both the water-system-owned portion of the service line (water main to the meter) and the customer-owned portion of the service line (meter to the building inlet). Each portion of all service lines served by all water systems must be categorized in the following manner:

1) "Lead" where the service line is made of lead.

2) "Galvanized Requiring Replacement" (GRR) where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a "Lead Status Unknown" service line. If the water system is unable to demonstrate that the galvanized service line was never downstream of a lead service line, it must presume there was an upstream lead service line.

3) "Non-lead" where the service line is determined through an evidence-based record, method, or technique not to be lead or galvanized requiring replacement. Sampling for lead and copper in the LCRR in non-lead systems requires additional knowledge of service line material. DDW encourages the water system to classify the actual material of the service line (i.e., plastic or copper) as often as possible as an alternative to classifying it as "Non-lead."

4) "Lead Status Unknown" where the service line material is not known to be lead, galvanized requiring replacement, or a non-lead service line, such as where there is no documented evidence supporting material classification.

The water system must identify all service lines, regardless of usage of the water (e.g., non-potable use such as fire suppression system), and active/emergency status of the service line. The service line could be repurposed in the future for a potable, active use.

The inventory is used in several parts of the LCRR, including to determine specific requirements on lead service line replacement which are triggered by tap sample results, to conduct customer and property owner notification, and to select compliance tap sampling sites.

**D. How does a water system document each service line?**

Pursuant to the LCRR, each service line or portion of the service line where ownership is split, must be categorized separately. City has developed templates to input data for lead service line inventories through its Geographic Information System (GIS).

**E. Identification methods approved by DDW**

1) Physical visual inspection of the piping is an acceptable method to determine the material of a service line. The service line can be visually inspected at the meter or valve box. Use scratch or magnet tests or lead paint test kits to help identify the material. A record of the physical visual verification must be made by the water system. Customers may also assist with inspection to help identify the material of the customer-owned portion of the service line. Consultant should develop a check list and instructions for customers and obtain a written record and photograph for verification.

2) Dating the initial or most recent construction of the service line can be used in conjunction with a state or municipal code banning lead to determine non-lead status, if the initial or most recent construction occurred after January 1, 1986 is assumed to not contain lead pipes or goosenecks. Physical verification will not be needed, but dates of construction need to be verified by a record. All installations after January 1, 1986, can be labeled non-lead.

3) Pipe diameter can be used to determine a pipe is non-lead. Most lead pipes and lead goosenecks are 2 inches in diameter or less. Some 3-inch diameter lead pipes have been identified. DDW will allow the water system to use a non-lead designation for any pipe 4 inches in diameter or greater.

4) DDW encourages the water system to classify the actual material of the service line (i.e., plastic or copper) as often as possible as an alternative to classifying it as "Non-lead." Sampling for lead and copper in the LCRR in non-lead systems requires additional knowledge of service line material. This option will be included in the data entry input.

## V. SCOPE OF WORK – PREPARATION OF INVENTORY

**A. Service Line Data Transfer to City Geographic Information System**

An IOS (iPhone Operating System) device with LCRR App compatible for seamless data collection in the field at each meter location will be required and shall be provided by the Consultant. The Consultant is required to utilize this app for gathering LCRR inventory information. Training on app usage will be conducted by City staff to ensure proficiency as necessary. The City GIS provider will upload the collected data and the Geoviewer software of GIS will prepare necessary reports required by DDW.

**B. Establish Accurate Water Meter Location Coordinates Data**

The existing GPS based meter location coordinates of the City GIS is approximate. The City would like to establish more accurate coordinates of the meter location and elevation using Global Navigation Satellite System (GNSS) positioning service such as Trimble® Catalyst™ GNSS positioning service, DA2 receiver or an equivalent. Coordinates of each water meter will be collected for transferring to City Geographic Information System through software system provided by the City. City would like Consultant to perform this task as part of the Project.

**C. Service Line/Meter Site Photographs**

Take photos of each service line location during site visit including the water meter and input into the IOS device.

**D. Meter Box Cleaning (Optional)**

City is having an issue with meter boxes filled with debris causing the meters difficult read. As part of the Project, City would like to have the meter boxes and the display cleaned to help meter readers. Take photos of each cleaned meter box before and after.

## VI. PRELIMINARY TASK DESCRIPTION

### TASK A: NON-OPTIONAL TASKS

Task No. 1: Project Management

A. General Administration - The Consultant shall perform the following:

1. At the beginning of this project, a work plan will be prepared to set forth the significant milestones and deliverables to ensure compliance with the established project execution strategy and project goals. Presentation and review of the work plan will be done at the kickoff meeting. Consultant shall forward an updated work plan to the City on a regular basis.

2. Use sound engineering criteria in the administration of the Project. Consultant shall also be responsible for the accuracy of the calculations performed on the Project.

3. The Consultant along with the project team and subconsultants shall coordinate efforts of the Project, monitor schedules and budgets, and administer the contract with the City.

B. Meetings – The Consultant shall perform the following:

1. At the commencement of the project, the Consultant will hold a "kickoff" meeting with the City staff to discuss the scope and parameters of the project as well as City's experience with the existing facilities. Specific goals to be accomplished will be identified and an effective strategy to accomplish the project goals will be developed during this meeting. Prepare a memorandum to document the established project goals and the project execution strategy. This memorandum will serve as the basis for subsequent action in accordance with this Scope of Work.

2. The project engineers assigned by the Consultant and the City shall meet on a regular basis after the kickoff meeting during the Project. Consultant shall assign appropriate engineering specialty staff or principals or arrange for appropriate subconslutant's representatives to accompany the project engineer, to meet with City staff members whose responsibilities correspond to the specialties of the persons accompanying the project engineer.

3. Include in the engineering fee the time and cost of meetings with the City to establish an orderly development of the Project.

4. Record the minutes of all meetings and submit a copy of the minutes to the City within five (5) working days after each meeting.

Task No. 2: Development of Service Line Inventory

The Consultant shall perform the following tasks, but not limited to, develop the inventory to be in compliance with the Lead and Copper Rule Revisions:

1. Identification methods approved by DDW: Physical visual inspection of the piping is an acceptable method to determine the material of a service line. The service line can be visually inspected at the meter or valve box. A record of the physical visual verification must be made by the field staff.

2. Customers may also assist with a visual inspection (e.g., by using scratch or magnet tests or lead paint test kits) to help identify the material of the customer-owned portion of the service line. The Consultant may should develop a check list and instructions for customers and obtain a written record and photograph for verification. Need to ensure the customer verification is appropriate prior to creating a record of the service line.

3. Development of an inventory of water service line materials, including service lines on both sides of the water meter, through field investigation and research of historical records (if any are available), and have findings available to upload in a GIS database and PDF maps.

4. Entering LCRR Inventory Information: The City will furnish an LCRR app compatible with both iPhones and iPads for seamless data collection in the field.

5. Identify childcare facilities, charter and Los Angeles Unified School District (LAUSD) schools that receive potable/drinking water from the City. Review records/reports of lead testing at the schools by Los Angeles Unified School District.

6. DDW encourages the water system to classify the actual material of the service line (i.e., plastic or copper) as often as possible as an alternative to classifying it as "Non-lead."

Task No. 3: Meter Service Location Coordinates, and Associated Data

The required data entry form is programmed in the IOS devices provided by the Consultant:

1. Procure GNSS Receiver Service to establish coordinates of meters.
2. Input coordinated to IOS device.
3. Input photographic data to IOS device.

Task No. 4: Deliverables

The Consultant shall provide the following deliverables (but not limited to):

1. Baseline project schedule for the completion of tasks and milestones, including monthly updates.

2. Upload IOS devices with required service line data. An example of an IOS device is an iPad or iPhone provided by the consultant.

3. Inventory map of service lines in GIS, Excel, and PDF formats. Map to include location of childcare and school facilities, and area of at risk and underserved communities. Inventory must be prepared in a way that can be kept up-to-date by City Staff.

4. Outline, Draft, and Final Report showing background and information gathered and measures the City needs to take to be in compliance with Lead and Copper Rule Revisions.

**TASK B: OPTIONAL TASKS**

The following are optional item(s) of work, and the City reserves the right to exercise its option to delete or proceed with these items. These tasks shall not be started without written authorization from the City. Please provide an estimated fee for each task.

Task No. 5: Meter Box Cleaning

1. Clean meter boxes filled with debris causing the meters difficult read. Clean meter display. Take photographs of each cleaned meter box before and after.
2. The proposed price in the RFP shall be based on the unit price for each meter location for a total of 14,000 meters. The number of meters selected by the City for cleaning may be different.

Task No. 6: Miscellaneous Support

1. Draft and Final Public Outreach program and website to publish relevant information in regards to Lead and Copper Rule Revisions, and notification requirements. Recommendation on planning, training, public education, notifications, and outreach programs.

2. Assist in discussing the inventory plans with the DDW District Office.

3. Preparation of a sampling/testing plan to find sources of lead in drinking water at childcare facilities and schools, and other locations as needed.

## VI. CITY RESPONSIBILITIES

A. Provide project management. Assign a Project Manager to act as the project focal point.

B. Upload information to the City GIS from the field data collected in iPad/iPhones. Establishing an inventory of lead service lines that can be published online (website, GIS Map, database) and match the EPA's inventory template.

C. Provide or make available upon request, contract documents, reports, drawings, specifications, GIS land base maps (hard copy only), City standard specifications, records and other data deemed useful for the project.

D. Administer agreement and make payments to Consultant.

E. Award contract to contractor.

F. Provide coordination to avoid interfering with other City, or agency construction projects and major events.

G. All printing and reproduction for bidding and construction.

H. Customer contacts and notifying access for testing required for the project.

## VII. MISCELLANEOUS

A. All documents prepared by Consultant on behalf of the City shall become the sole property of the City.




Golden Meters Service Inc.
107 S Edward Ave
Fullerton, CA 92833

May 2, 2024

City of South Gate
Department of Public Works
8650 California Ave
South Gate, CA 90280

Dear City of South Gate,
Thank you for the opportunity to submit our proposal for the Services for the Lead and Copper Rule Revisions- City Project.

GMS understands the requirements and scope of work being asked in this RFP. GMS has 14 years of experience in the water industry and is qualified to perform lead inspections.

With over 14 years of experience in the field, we have the capability to ensure proper customer care and inspections. We look forward to working with your staff to complete this project. Again, thank you for the opportunity to submit our proposal.

Best Regards,

Ana Aguilar

Contracts Manager

714-653-2900

GoldenMetersService@gmail.com

## SCOPE OF WORK

GMS understands the requirements of the Lead Service Line Inventory as part of the Lead and Copper Rule Revisions. Our staff will collect material data on both the water-system-owned portion of the service line and the customer-owned portion of the service line.

Using the software provided by the City and IOS devices provided by us, our staff will perform inspections and determine the classification of service lines throughout the City. At the same visit, GPS coordinates will be gathered to meet the requirements described in the rfp. Our staff is well versed in data collection as this is part of their daily workload as meter technicians.

If given the opportunity to, we will have Manny and Cesar manage this project together. Our team will manage the project throughout the entire period of the contract and work together to meet the October deadline set forth by the State.

Our field crew will implement the electronic data management system that the City will provide in order to track and organize all data required by the City to meet the State's requirements. This includes locational information for each service line, service line material classification, connector information, and install dates along with service lines. Our managerial personnel will provide training and guidance to our field crew in order to collect the information as quickly and efficiently as possible.

## Personnel

The Project Manager will be Cesar Aguilar. He is in charge of our tech support and works closely with our field crew to ensure any issues are quickly resolved. Cesar holds a BA in Business Management and has been in customer service for 15 years. He recently oversaw the installation of 20,000 meter and MXU replacements for Western Municipal Water District and 10,000 meter replacements for Santa Clarita Valley Water. Cesar will be the main point of contact for any field operations and data entry questions.

Key personnel also include Ana Aguilar as head of contracts, invoicing, scheduling and payroll. She will handle any clerical issue that arise. Ana has been with Golden Meters Service since our origin in 2010. She has since gained experience in the water industry as well as graduated from UCLA with a degree in English.

Our field personnel are led by Manuel Moreno, President and lead field technician. He is our lead Water Meter Technician and has ample experience testing and installing water meters of all brands and sizes. Manny can always be reached by phone and is on call ready to handle any situation that may arise. Manuel has been in the water industry for over 30 years. His hands-on experiences have allowed him to gain knowledge about not only the technical side of water meters but also the mechanical aspect. His references attest to his caliber of work and great work ethic that includes his time with GMS along with his previous employer.

These three personnel will work as a team to complete this project in a timely manner; with Manny supervising the field work, Cesar overseeing the data collection, and Ana managing the clerical aspect. Field technicians will report directly to Manny & Cesar. Being a small firm allows us to work together closely and efficiently. We have successfully completed all projects by working as a team and plan to continue to do so. Key personnel will be available for the duration of the project. No key personnel will be removed or replaced without the prior written occurrence and approval from the City.

## QUALIFICATIONS

GMS staff is made up of full-time employees. Although previous experience in the water industry is not a requirement for employment, we are confident in selecting employees who are eager and willing to learn and grow with us. Our field personnel are headed by Manny who is the main point of contact for all fieldwork. Our workforce is personally trained by Manny in the field. Employees complete a provisionary period of shadowing a peer and are evaluated by both Manny and their respective peer.

Monthly meetings and trainings regarding hands-on services are led by Manny. Routine customer service and data trainings are led by Cesar. Our workforce is expected to record all data using our data collection software as well as physical work orders.

GMS employees are regularly reminded of the importance of customer service. Not only does this value apply to the Utility's staff, but also to the site customer. Site customers are approached in a restful and professional fashion.

## EXPERIENCE AND PAST PERFORMANCE

Golden Meters Service has been performing meter testing and maintenance for agencies throughout California for the past ten years. Our services include comparable testing, volumetric testing, pitot-tube testing, and ultrasonic testing. The current LCRR Project is not something that we have direct experience with but as meter technicians we are more than qualified to inspect service lines as needed. During our more recent meter replacement project with the City of Santa Clarita we were asked to note the service line material as part of the data

collection process. On other projects we have used Trimble devices to collect GIS coordinates as well.

GMS has serviced over 100 water agencies throughout the state and has annual testing agreements and meter replacement contracts with over 50 agencies simultaneously. Our annual meter maintenance programs are imperative to the success and efficiency of water agencies. The LCRR management is an extension of the City's meter maintenance program. GMS' goal is to assist as many agencies reach peak efficiency as possible. Our company specializes in flow meters and the service lines they are attached to, we are confident that our expertise cannot be matched.

**Project Schedule**

- Notice to Proceed May 2024
- Field Data Collection May-August 2024
- Data Cleaning & Submittal September 2024
- Revisits/Revisions October 2024

Our field technicians are expected to complete a certain number of inspections per day in order to stay on track for deadlines. Cesar & Manny will be making adjustments to the number of field techs sent out based on the ability to meet our goal.

# Ana Leticia Aguilar

1613 Fairmont Drive., Corona, CA 92882– 714-653-2900
ALMoreno89@Gmail.com


**Experience**

**Company Manager**

Golden Meters Service Inc., Midway City, CA

*July 2010 –Present*

Finance Manager: Payroll, Taxes, etc.

Scheduling

Marketing & Sales

Contracts Manager

**Education**

**BA English**

University of California Los Angeles, Los Angeles, CA

Summer 2010-December 2011

**AA Liberal Arts**

Santa Ana College, Santa Ana, CA

Fall 2007- Spring 2010

**References** References are available on request.

# Manuel Moreno

14812 Hunter lane Midway City, CA 92655 (714)450-5929 GoldenMetersService@Gmail.com


## Experience

Lead Field Technician
June 2010- Present Golden Meters Service Inc.,
Midway City, CA

- Meter Testing and Repair & Calibration
- Meter Changeouts

Field Superintendent
November 1987- March 2010 Measurement Control System, Santa Ana, CA

- Meter Testing and Repair & Calibration

## Education

Neptune Technologies, Tallahassee, AL
May, 2009

- Large Meter Training School

Facility Management Group,
Santa Ana, CA
August 2009 & January 2014
Safety and Confined Space Entry

State of California Service Agent License
May 2011
Service Agent in California (Weights & Measurements)

State of California Contractors State License Board
November 2011
C36 License # 969520

## References

References are available on request.

# Cesar Aguilar

Corona, CA 92882
aguilarc21@gmail.com
+1 714 653 2236

Authorized to work in the US for any employer

## Work Experience

### Business Development

Golden Meters Service Inc - Fullerton, CA
October 2017 to Present

GMS is a family owned business, they service all of Southern California. GMS services water meters of all sizes brand, they specialize in water meter replacements and water meter accuracy testing.
My responsibilities are:
Direct Sales- with water departments to gain their contract and trust.
Customer Service- any issues with the data reporting.

### Sales Representative

Verizon Wireless - Fullerton, CA
January 2010 to January 2018

Responsibilities
Provide the right solution for customers. Customer service skills with bills and technical problems with phones or tablets.

Accomplishments
I started as a customer service representative and got promoted to sales in 1 year. Have taken over the schedule of 16 employees. Very well respected by management and co workers. Have done quarterback program to develop leadership skills.

Skills Used
Sales skills, great customer service skills. Typing and computer skills. Problem resolution. Great team player and leader. Also able to work individually.

## Education

### Bachelor's in Business Management

University of Phoenix-Online Campus - Remote
2013 to 2017

## Skills

- Computer Skills
- Leadership

- Typing
- Cold Calling
- Sales
- Account Management
- Outside Sales

Golden Meters Service Inc.
107 S Edward Ave
Fullerton, CA 92833
714-653-2900
GoldenMetersService@gmail.com
www.GoldenMeters.com

ADDRESS
City of South Gate
City of South Gate
8650 California Ave
South Gate, CA 90280

**Estimate 2081**

DATE 05/02/2024

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|
| Lead and Coper Rule Revisions - City Project No. 724-WTR | | | 0.00 |
| LCRR VISUAL VERIFICATION OF SERVICE LINE | 12,500 | 52.00 | 650,000.00 |
| CLEAN METER BOX | 1,400 | 20.00 | 28,000.00 |
| ALL RATES BASED ON PREVAILING WAGE RATES ALL DATA TO BE SUBMITTED THROUGH CITY PROVIDED APP USED ON COMPANY PROVIDED IPHONES. | | | 0.00 |

Thank you for your inquiry. Feel free to reach out to us with any questions or concerns.

| | |
|---|---|
| SUBTOTAL | 678,000.00 |
| TAX | 0.00 |
| TOTAL | $678,000.00 |

Accepted By

Accepted Date

THANK YOU FOR YOUR BUSINESS!

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

**Craft: Landscape Maintenance Laborer**
(Applies Only to Routine Landscape Maintenance Work, Not New Landscape Construction) [a]

**Determination:**
SC-LML-2024-1

**Issue Date:**
February 22, 2024

**Expiration date of determination:**
March 31, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Wages and Employer Payments:**

| Locality | Basic Hourly Rate | Health and Welfare | Pension | Vacation | Holiday | Training | Hours | Total Hourly Rate | Overtime Hourly Rate (1 ½ X) |
|---|---|---|---|---|---|---|---|---|---|
| Imperial | $16.00 | $0.00 | $0.00 | $0.115[b] | $0.17 | $0.00 | 8.0 | $16.285[c] | $24.285[c] |
| Inyo, Mono and San Bernardino | $16.00 | $0.00 | $0.00 | $0.30 | $0.17 | $0.00 | 8.0 | $16.47 | $24.47 |
| Kern | $16.00 | $0.00 | $0.00 | $0.16[d] | $0.17 | $0.00 | 8.0 | $16.33[c] | $24.33[c] |
| | $16.00 | $0.00 | $0.00 | $0.27[e] | $0.46 | $0.00 | 8.0 | $16.73[c] | $24.73[c] |
| Los Angeles | $16.00 | $0.89 | $0.00 | $0.115[f] | $0.14 | $0.00 | 8.0 | $17.145[c] | $25.145[c] |
| Orange | $16.00 | $0.00 | $0.00 | $0.11[g] | $0.11 | $0.00 | 8.0 | $16.22[c] | $24.22[c] |
| Riverside | $16.00 | $0.00 | $0.00 | $0.20[h] | $0.16 | $0.00 | 8.0 | $16.36[c] | $24.36[c] |
| San Diego | $16.00 | $0.00 | $0.00 | $0.22 | $0.115 | $0.00 | 8.0 | $16.335 | $24.335 |
| | $16.00 | $0.00 | $0.00 | $0.24 | $0.12 | $0.00 | 8.0 | $16.36 | $24.36 |
| San Luis Obispo | $16.00 | $0.00 | $0.00 | $0.15[i] | $0.15 | $0.00 | 8.0 | $16.30 | $24.30 |
| | $16.00 | $0.00 | $0.00 | $0.16[j] | $0.16 | $0.00 | 8.0 | $16.32 | $24.32 |
| Santa Barbara | $16.00 | $0.00 | $0.00 | $0.12[k] | $0.12 | $0.00 | 8.0 | $16.24[c] | $24.24[c] |
| | $16.00 | $0.00 | $0.00 | $0.13[l] | $0.13 | $0.00 | 8.0 | $16.26[c] | $24.26[c] |
| Ventura | $16.00 | $0.00 | $0.00 | $0.115 | $0.16 | $0.00 | 8.0 | $16.275 | $24.275 |
| | $16.00 | $2.97 | $0.00 | $0.19[m] | $0.26 | $0.00 | 8.0 | $19.42[c] | $27.42[c] |

**NOTE:**
If there are two rates, the first rate is for routine work, the second rate is for complex work.

**Recognized holidays:**
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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[a] This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

***ROUTINE*** – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

***COMPLEX*** – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

[b] $0.22 after 3 years of service.
[c] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[d] $0.31 after 2 years of service.
[e] $0.54 after 2 years of service: $0.81 after 3 years of service.
[f] $0.24 after 3 years of service: $0.37 after 7 years of service.
[g] $0.22 after 4 years of service.
[h] $0.40 after 3 years of service.
[i] $0.29 after 2 years of service.
[j] $0.31 after 2 years of service.
[k] $0.23 after 2 years of service.
[l] $0.27 after 2 years of service.
[m] $0.38 after 3 years of service.

Water Boards

# Fact Sheet

## *Frequently Asked Questions:*
## Lead and Copper Rule Revisions (LCRR)
## Lead Service Lines (LSL) Inventory

**DISCLAIMER: This document is intended to provide answers to questions that may arise regarding developing a lead service line inventory in community and non-transient non-community water systems. This document is non-regulatory and nothing in this document supersedes any statutory or regulatory requirements or permit provisions for public water systems.*

The United States Environmental Protection Agency (U.S. EPA) issued revisions to the federal Lead and Copper Rule (LCR) on January 15, 2021. U.S. EPA's new Lead and Copper Rule Revisions (LCRR) strengthen every aspect of the LCR to better protect communities and children in elementary schools and childcare facilities from the impacts of lead exposure. The new LCRR will get the lead out of our nation's drinking water and empower communities through information. Over the next three years, the LCRR will require community water systems (CWSs) and non-transient non-community water systems (NTNCs) throughout the United States (approximately 4,000 water systems in California) to conduct an inventory of service lines and determine the material of those lines and fittings.

On January 20, 2021, federal Executive Order 13990 directed all federal agencies to undertake review and action, as appropriate, to address the promulgation of federal regulations and other actions during the prior four years. Of those actions, the LCRR was specifically identified as an agency action requiring review. Consequently, U.S. EPA delayed the effective and compliance dates established in the LCRR to December 16, 2021 and October 16, 2024, respectively. U.S. EPA also engaged with local communities, states, local governments, utilities, and stakeholders for input regarding any changes that should be made to the LCRR.

On December 16, 2021, following U.S. EPA engagement activities, U.S EPA published Docket No. EPA-HQ-OW-2021-0255 in the federal register. The LCRR compliance and effective dates listed above, as well as the text from the January 15, 2021 regulation, were not changed and became effective. Within the Docket, U.S. EPA committed to propose and revise the LCRR by October 2024 with the Lead and Copper Rule Improvements (LCRI). The LCRI are

expected to delay the implementation of portions of the LCRR beyond the October 16, 2024 compliance date. U.S. EPA will not delay the service line material inventory requirements in the LCRR.

The LCRI may include modifications to the following sections[1]:

- Timely replacements of lead service lines,
- Revised tap sampling and lead action/trigger levels,
- Small system flexibility,
- School and Child Care Center sampling,
- Public education, and
- Corrosion control treatment.

In August 2022, U.S. EPA issued "Guidance for Developing and Maintaining a Service Line Inventory" (Office of Water (4606M) EPA 816-B-22-001). The document discusses inventory requirements within the LCRR and recommendations to water systems in developing and maintaining a service line inventory. U.S. EPA also hosted a webinar that provided an overview of the inventory guidance and funding opportunities. The guidance document and the recorded webinar are available at https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule.

### 1. What are the new requirements and what must be included in the LSL Inventory under the LCRR?

All community and non-transient non-community public water supply systems (water systems) must comply with the LCRR. Water systems must develop an inventory to identify service line materials connected to the public water distribution systems by October 16, 2024. Though the LCRR do not define a "service line," they define a "lead service line" as such: "Lead service line means a portion of pipe that is made of lead, which connects the water main to the building inlet. …" (Complete definition in Section 2). The inventory must include all service lines connected to the water system's distribution system, regardless of ownership status. If the service line ownership is shared, the inventory would include both the portion of the service line owned by the water system and the customer-owned portion of the service line.

### 2. What is the LCRR definition of a lead service line, gooseneck and galvanized line?

Lead service line means a portion of pipe that is made of lead, which connects the water main to the building inlet. A lead service line may be owned by the water system, owned by the

[1] U.S. EPA will also consider addressing these issues through non-regulatory actions such as the development of implementation tools, guidance, and other federal programs.

property owner, or both. A galvanized service line is considered a lead service line, or a "galvanized requiring replacement" (GRR) (see additional explanation below and definition in Section 4), line if it ever was or is currently downstream of any lead service line or service line of unknown material. If the only lead piping serving the home is a lead gooseneck, pigtail, or connector, and it is not a galvanized service line that is considered a lead service line, then the service line is not a lead service line.

Gooseneck, pigtail, or fitting, connector is a short section of piping, typically not exceeding two feet, which can be bent and used for connections between rigid service piping. Lead goosenecks, pigtails, fittings, and connectors are not considered to be lead service lines but must be replaced when encountered during planned or unplanned infrastructure work pursuant to 40 Code of Federal Regulation (CFR) section 141.84, subdivision (c).

Galvanized service line means iron or steel piping that has been dipped in zinc to prevent corrosion and rusting.

***Note from the LCRR definitions above:*** *A galvanized line that is connected downstream of a lead gooseneck, pigtail, fitting, or connection is not considered a GRR and does not require replacement*

### 3. How are the general requirements in California Health and Safety Code section 116885 and the LCRR similar?

California Health and Safety Code section 116885—Lead Service Lines in Public Water Systems—added to the Health and Safety Code by Senate Bill No. 1398 (2015-2016 Reg. Sess., Stats. 2016, ch. 731) and amended by Senate Bill No. 427 (2017-2018 Reg. Sess., Stats. 2017, ch. 238), required all community water systems (CWSs) to compile an inventory of known partial or total lead user service lines in use in their distribution systems by July 1, 2018. The submission deadline for the final user service line inventory was July 1, 2020.

The definition of "user service line" in the California Health and Safety Code[2] includes the service line from the water main to the meter, which is typically the water-system-owned portion of the line. Health and Safety Code section 116885 requires that all lead from the water main to the meter be inventoried and replaced. The State Water Resources Control Board's (State Water Board) Division of Drinking Water (DDW) will continue to collect data on lead goosenecks and required service line replacement plans. Water systems that reported

[2] California Health and Safety Code section 116890, subdivision (a)(4) defines a "user service line" as the same definition found in California Code of Regulations, title 22, section 64551.06: "'User service line' means the pipe, tubing, and fittings connecting a water main to an individual water meter or service connection."

any lead service lines or lead fittings are required to update their inventory annually. A lead gooseneck needs to be replaced according to the approved timeline under section 116885.

The data collected by community water systems can be used to complete a portion of the LCRR inventory requirements, but the LCRR inventory must also include the portion of the service line from the meter to the building inlet, or the customer-owned portion of the total service line. Also, if a lead gooseneck is connected to a galvanized pipe, that service line may need to be included in the water system's new LCRR tap sampling plan pursuant to 40 CFR section 141.86, subdivision (a)(5).

Based on the information obtained from the California Health and Safety Code section 116885 inventory requirements, the following statistics are from July 2020:

- Over 10,000,000 user service lines inventoried on community water systems
- 10,992 lead fittings identified
- 1 lead pipe identified and removed in 2021
- 59,179 unidentified user service lines as of July 2020
- 97 systems with approved timelines for replacement of water-system-owned portion of unknown and known lead user service lines
- One system has completed its replacement plan
- 12 systems with approved timelines for replacement have identified lead fittings

### 4. How is each portion of the service line material categorized in the LCRR?

DDW will be collecting material data on both the water-system-owned portion of the service line (water main to the meter) and the customer-owned portion of the service line (meter to the building inlet). Each portion of all service lines served by all water systems must be categorized in the following manner:

(i) "Lead" where the service line is made of lead.

(ii) "Galvanized Requiring Replacement" (GRR) where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a "Lead Status Unknown" service line. If the water system is unable to demonstrate that the galvanized service line was never downstream of a lead service line, it must presume there was an upstream lead service line.

(iii) "Non-lead" where the service line is determined through an evidence-based record, method, or technique not to be lead or galvanized requiring replacement. Sampling for lead and copper in the LCRR in non-lead systems requires additional knowledge of service line

material. DDW encourages the water system to classify the actual material of the service line (*i.e.,* plastic or copper) as often as possible as an alternative to classifying it as "Non-lead."

(iv) "Lead Status Unknown" where the service line material is not known to be lead, galvanized requiring replacement, or a non-lead service line, such as where there is no documented evidence supporting material classification.

The water system must identify all service lines, regardless of usage of the water (e.g., non-potable use such as fire suppression system), and active/emergency status of the service line. The service line could be repurposed in the future for a potable, active use.

The inventory is used in several parts of the LCRR, including to determine specific requirements on lead service line replacement which are triggered by tap sample results, to conduct customer and property owner notification, and to select compliance tap sampling sites.

All water systems must develop and submit to DDW an initial inventory **by October 16, 2024**.

### 5. How does a water system document each service line?

Pursuant to the LCRR, each service line or portion of the service line where ownership is split, must be categorized separately. Various states and the Association of State Drinking Water Administrators (ASDWA) have developed templates to input data for lead service line inventories. Examples from ASDWA, Wisconsin, Minnesota, Michigan, and Kansas are available at the following link: https://www.asdwa.org/lead-and-copper-rule-lcr/. In August 2022, U.S. EPA released an example inventory template at https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule.

DDW has developed a spreadsheet that contains the minimum amount of information required for a water system to comply with the LCRR. Water systems must make this information available upon request for each service. Water systems may use the example template spreadsheets above to add additional information. Each water system must maintain the inventory information and be prepared to provide it to DDW during sanitary surveys or audits of the LCRR program. DDW has created a spreadsheet for required inventory information and posted the spreadsheet on the LCRR webpage at https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/leadandcopperrule.html.

DDW will collect the water system-owned and customer-owned summary inventory information in 2024. A specific address or location identifier will be required if any portion of the service line contains lead, GRR, or lead goosenecks/fittings. DDW will post the lead service line information publicly. Water systems are required to notify all customers served by lead service

lines, GRRs, or lead status unknown service lines within 30 days of completion of the inventory.

DDW will also collect a separate spreadsheet of all unknown material service lines. Lead Status Unknown service lines are treated as lead service lines in the LCRR until identified. Annual public notification to each customer with an unknown service line is required. The LCRR describes a disturbance where notification and flushing instructions are required for any act that causes the individual service line water to be shut off. The LCRR further describes a disturbance as the replacement of a meter, gooseneck, pigtail, or connector where pitcher filters and public education are also required. (40 CFR, §141.85 subd. (f).)

Water systems must make their service line inventory that includes a location identifier or specific address for any lead line or galvanized line requiring replacement publicly available. (40 CFR, §141.84, subd. (a)(8)(i).) Water systems serving more than 50,000 people must post their inventory online. CWSs and NTNCs must include instructions in their Consumer Confidence Reports on how to access the inventory. When a water system has no lead, GRR, or lead status unknown service lines in its inventory, it may meet LCRR public availability requirements by providing a written statement in lieu of publishing the inventory. The written statement (an example will be provided on DDW webpage) should also include a general description of methods used to make the determination that the system contains only non-lead service lines and a signature by an authorized representative of the water system. DDW will provide additional information when it is available on the LCRR webpage.

### 6. What information does a water system need to use to develop the required inventory?

The LCRR inventory requirement directs water systems to undergo a record review of information pertaining to service lines, both water system-owned and customer-owned portions. U.S. EPA understands that no inventory method is 100 percent accurate, but the LCRR requires utilities to update their inventories on a regular basis as new inventory information becomes available. The LCRR requires the water system to utilize the following information to develop an inventory.

- All construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials used to connect structures to the distribution system. (Example: Determine if there is any ordinance (City or County Building Department) that prohibits lead lines, and its effective date.)
- All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures. (Example: System tap

cards may contain helpful information, such as the diameter of the service line and the installation date of the main and user service line.)

- All inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system.

California Health and Safety Code section 116885 required a material inventory of all community water systems' service lines from the water main to the meter by July 1, 2018. Accordingly, most community water systems have already obtained some of the information that can be used to complete the new U.S. EPA LCRR requirements. Water systems must continue to review records, such as those listed above, to further inventory the remaining service line information.

For example, California Health and Safety Code section 300.6 banned the use of lead solder and lead pipe in public water systems after 1985:

> Section 300.6. Lead solder or pipe; use in private or public potable water supply systems
>
> (a) Solders containing more than 0.20 percent lead shall not be used in making joints and fittings in any private or public potable water supply system or any water user's pipelines.
>
> (b) No solder containing more than 0.20 percent lead shall be sold in California on and after July 1, 1986, unless it contains a warning label which states: "Contains lead. California law prohibits the use of this solder in making joints and fittings in any private or public potable water supply system or any water user's pipelines."
>
> (c) On and after January 1, 1986, lead pipe shall not be used in the construction of private or public potable water supply systems.

Any construction occurring in 1986 to present is assumed to not contain lead pipes or goosenecks. Physical verification will not be needed, but dates of construction need to be verified by a record. The service line material can be labeled non-lead.

### 7. Identification methods approved by DDW

Physical visual inspection of the piping is an acceptable method to determine the material of a service line. The service line can be visually inspected at the meter or valve box. If inspecting near the meter, ensure the observed material is the actual service line and not part of the metering components or a second point of verification will be needed for that portion of the service line. A record of the physical visual verification must be made by the water system. Customers may also assist with a visual inspection (e.g., by using scratch or magnet tests or lead paint test kits) to help identify the material of the customer-owned portion of the service line. The water system should develop a check list and instructions for customers and obtain a written record and photograph for verification. The water system will need to ensure the

customer verification is appropriate prior to creating a record of the service line. Examples of cities using customers' verification are included in the U.S. EPA's inventory guideline section 5.1.1.

Dating the initial or most recent construction of the service line can be used in conjunction with a state or municipal code banning lead to determine non-lead status if the initial or most recent construction occurred after a lead ban. Any construction occurring after January 1, 1986 is assumed to not contain lead pipes or goosenecks. Physical verification will not be needed but dates of construction need to be verified by a record. All installations after January 1, 1986, can be labeled non-lead.

Pipe diameter can be used to determine a pipe is non-lead. Most lead pipes and lead goosenecks are 2 inches in diameter or less. Some 3-inch diameter lead pipes have been identified. DDW will allow the water system to use a non-lead designation for any pipe 4 inches in diameter or greater.

NOTE: When physically identifying the material of a service line that has a split ownership (i.e., water-system-owned and customer-owned), a water system may verify the following locations or points: the connection at the main, the pipe from the main to the meter, the connection at the meter, the pipe to the building inlet, and the connection at the building. A water system needs to have a plan on how to verify the material of the pipe and connectors, if connectors exist, such as tails on meters, and determine if a second point of verification is needed for that portion of the service line. Not all service lines need to be inspected at all points. The water system must verify enough locations on the service line as needed to ensure the inventory is accurate. The number of verifications will be determined on a case-by-case basis by the water system. Verification of service line material on each side of the meter is usually adequate to determine the pipe material. The water-system-owned portion of the service line verification has been completed. The water system may discuss their inventory plans with the DDW district office.

DDW encourages the water system to classify the actual material of the service line (*i.e.,* plastic or copper) as often as possible as an alternative to classifying it as "Non-lead." Sampling for lead and copper in the LCRR in non-lead systems requires additional knowledge of service line material.

### 8. Methods of identification approved on a case-by-case basis

Water quality sampling may be used by a water system to detect the presence of a lead service line. Water systems may use the sampling protocols discussed under Section 5.2 of U.S. EPA's inventory guideline to develop a sampling strategy. A water system using water quality sampling to identify lead service lines will need to establish a community-specific

threshold lead concentration above which would indicate possible presence of a lead service line. The water system will also need to pilot the sampling protocol on a known lead service line and a known non-lead service line prior to conducting sampling and identifying unknown material service lines. The proposed sampling protocol and pilot sampling results need to be reviewed and approved by DDW.

Predictive models look for patterns in a known dataset to develop algorithms to determine what material may be at located in an area with unknown material service lines. The predictive models are not 100 percent accurate, but they are a useful tool to find areas that need more attention or additional verification. Any water system that finds it necessary to use a predictive model will need to develop a plan and provide it to DDW for review and approval. The water system will need to identify as many service lines as possible using means described above and in EPA Guidance Section 6 and 7 before using the model to predict the remaining unknown lines. Using representative known data on service line material will improve the accuracy and reliability of the model. Most lead service lines were installed prior to 1950. More accurate identification methods will be needed for older service lines.

Interpolation is a method of using known service lines in one area and assuming other service lines in that area are the same based on date of installation, contractor used, or some other method. Any interpolation in a water system inventory and the associated data or documentation used will need to be approved by DDW.

Interviews with experienced system staff and plumbers can be used to focus the inventory effort and verify utility practices. Classifications of service line materials based on interviews, however, should not be used as a sole source of information for the initial inventory. Systems may also consider interviewing their neighboring water systems to inquire about regional practices. A significant number of field verification is needed to validate staff interviews.

Emerging methods of service line material identification technology are being developed by researchers. Any emerging method of identification will need to be piloted by the water system on known lead service lines and non-lead service lines to determine the effectiveness of the product prior to engaging with DDW for an approval process. All emerging methods will need to be approved by DDW at each water system.

### 9. Non-Transient Non-Community Water Systems (NTNC)

NTNC water systems traditionally are connected directly to the source and do not contain service lines. Examples are schools and private businesses. The NTNC water systems will need to inventory all piping from the source to the building inlet. U.S. EPA is developing additional guidelines for these systems.

### 10. What other inventory information is needed for schools and child care centers?

The LCRR requires that each water system compile a list of schools and child care facilities served by the water system by October 16, 2024. (40 CFR, §141.92, subd. (a).)

"Child care facility" means a location that houses a licensed provider of child care, day care, or early learning services to children, as determined by the State, local, or tribal licensing agency. (40 CFR, §141.2.) In California, licensed Child Care Centers are regulated by the Department of Social Services. California's "Child Care Center" definition does not include Family Child Care Homes.

"School" means any building(s) associated with public, private, or charter institutions that primarily provides teaching and learning for elementary or secondary students. (40 CFR, §141.2.) A secondary school is considered a middle school (usually 6 to 8 grade) and high school (usually 9 to 12 grade).

### 11. Is funding available to develop the inventory and replace lead service lines?

Yes, the U.S.EPA will provide funding to states to help pay for utility service line inventory development and replacement of lead service lines. U.S.EPA funding will go to the State Water Board. The State Water Board, Division of Financial Assistance (DFA) administers the implementation of the State Water Board's financial assistance programs, including loan and grant funding.

General Inquiries
Telephone: (916) 327-9978

Drinking Water State Revolving Fund

Email: DrinkingWaterSRF@waterboards.ca.gov

Webpage: https://www.waterboards.ca.gov/water_issues/programs/grants_loans/

### 12. How will a water system with an approved timeline for replacement, required by California Health and Safety Code section 116885, be incorporated into these new requirements?

A water system with an approved Lead User Service Line Replacement Plan must continue to replace lead user service lines per the required timeline. Timeline approval letters came with instructions for precautions water systems should take when doing replacements to protect their customers and requirements for annual reporting. Permit amendments reiterating and

elaborating on these precautions were also issued to water systems replacing lead pipes or lead goosenecks. Replacements must continue in accordance with the approved timelines and permit amendments regardless of tap sample results. In contrast, under the LCRR, replacements are not required unless tap sample results exceed certain levels.

### 13. If a water system is replacing lead pipe, GRR or lead goosenecks, connectors or fittings, what procedures should be followed to prevent lead exposure to customers?

The LCRR requires the water system that has an approved replacement plan to follow procedures to prevent lead exposure to customer during construction. DDW recommends a water system conducting construction on any lead pipe, GRR, gooseneck, connector or fitting to:

- Determine the service line material on the landowner/customer property.
    - If the landowner/customer is unwilling to allow the water system to determine the service line material, the water system should document the interactions with the landowner/customer.
    - If the landowner/customer-owned service line is also lead, the water system needs to inform the customer of the lead service line and work with the landowner/customer to remove all lead materials at the same time.
    - The water system is not required to bear the cost of the replacement of the portion of the affected service line not owned by the water system.
    - If the landowner/customer-owned service line is lead and the landowner/customer is unwilling to replace the service line, the water system may continue the water-system-owned user service line replacement.
- Provide the person served by the water system at the service connection with educational information about the potential for elevated lead levels in drinking water as a result of the disturbance.
- Provide the person served at the service connection with flushing instructions for the building following the replacement.
- Provide a pitcher filter certified by an American National Standards Institute (ANSI) accredited certifier to reduce lead, instructions to use the filter, and six months of filter replacement cartridges or an equivalent certified ANSI point of use device registered with DDW.
- Offer to the consumer to take a follow-up tap sample after completion of the service line replacement.

**Resources:**

Many examples of strategies, webpages, and resources have been developed by water systems and states over the past few years. Some are provided below:

Example of road map to LSLR - how to identify service line material and prepare an inventory: https://www.lslr-collaborative.org/

Example of how to identify service line material: Madison (WI) https://www.cityofmadison.com/water/water-quality/water-quality-testing/lead-copper-in-water

Example of a map and how to identify service line material: Greater Cincinnati (OH) Water Works webpage: https://la.mygcww.org/do-i-have-a-lead-service-line/

(*These FAQs were last updated on March 2023)*

# Item No. 11

Office of the South Gate City Clerk

MAY 20 2024

FILED 5:30PM

# City of South Gate
## CITY COUNCIL
# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**
Originating Department: **Parks & Recreation**

***Director:*** Steve Costley SG *Steve Costley* ***City Manager:*** *Rob Houston*

**SUBJECT: ENTER INTO A GENERAL SERVICE AGREEMENT WITH THE CONSERVATION CORPS OF LONG BEACH**

**PURPOSE:** To enter into an agreement with the Conservation Corps of Long Beach to provide Workforce Development and General Services for the City of South Gate.

**RECOMMENDED ACTION:** The City Council will consider:

a. Accept $574,497 in grant funding from the State of California, OPR/California Volunteers program; and
b. Enter into a General Services Agreement with the Conservation Corps of Long Beach ("CCLB") for various Workforce Development projects within the City; and
c. Appropriating $568,497 in grant funds from OPR/California Volunteers, Californians for All Youth Workforce Program to account #100-460-61-6646 to pay for the General Services Agreement with the Conservation Corps of Long Beach; and
d. Authorize the Mayor to sign the agreement in a form approved by the City Attorney; and
e. Delegate authority to the Director of Parks & Recreation, or his designee, to sign and submit any additional documents including, but not limited to, applications, agreements, amendments, and payment requests which may be necessary for the completion of the General Services agreement.

**FISCAL IMPACT:** The $568,497 in grant funds from Californians for All Youth Workforce Program will reimburse the City for Workforce Development activities at the Urban Orchard Park, bulky item pick-up throughout the City, and other training opportunities for the youth of the community through the City's Agreement with the Conservation Corps of Long Beach.

**BACKGROUND:** In December of 2021, CCLB, notified the Parks & Recreation Department that the Governor of California had announced $300 million in Clean California grant funding would be awarded to local cities throughout the state. CCLB asked if the City would be willing to partner with them in bringing these funds to South Gate. CCLB took the lead on the grant writing and, together, jointly submitted a grant application to the state in February of 2022. On March 18, 2022, the City was notified that the granted would be fully funded, along with 13 other municipalities in California.

In February of 2024, CCLB was notified that there would be a second round of grant funding available from the state's OPR/California Volunteers - Californian's For All program. Once again, we partnered with CCLB in the grant process and in March 2024 we were notified that we were one of only five cities that received a second grant from the State of California.

The General Services Contract with CCLB will provide much needed "hands on" work experience for the Youth Workforce and assist the Parks & Recreation Department, Public Works Department, and the Community Development Department in providing services to the residents of South Gate.

**ATTACHMENTS:** A. General Services Agreement with CCLB
B. State of California Agreement JP2003-GF1

# SUBRECIPIENT AGREEMENT WITH THE CONSERVATION CORPS OF LONG BEACH

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made and entered as of May 28, 2024, by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and CONSERVATION CORPS OF LONG BEACH, a California nonprofit public benefit corporation ("Subrecipient").

RECITALS:

WHEREAS, Subrecipient is a tax-exempt public charity whose mission is to raise self-esteem, develop basic work skills, work ethics, education and promote teamwork for at-risk youth through a combination of work, conservation, and education programs; and

WHEREAS, Subrecipient has provided job training, on-the-job training, and environmental education to youth through various conservation and improvement projects for more than thirty years on projects for local cities, county agencies, and nonprofit organizations in the greater Long Beach area, including for the City of South Gate that currently offers youth part-time internship opportunities with the City's Parks and Recreation Department; and

WHEREAS, the City was awarded the sum of $574,497 by OPR/California Volunteer under its 2024 CaliforniansForAll Youth Job Corps RFA and seeks to expand its partnership with Subrecipient by developing a long-term employment program for young adults, focusing on food insecurity and climate resiliency that will offer job opportunities to youth, while providing hands-on training in park operations and maintenance, urban forestry, orchard horticulture, as well as water conservation projects.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. **Project**. The City hereby engages Subrecipient to implement and provide youth employment opportunities with a focus on city park operations and maintenance, urban forestry, watershed management, and city beautification, as follows (collectively, the "Project"):

A. Parks Operations and Maintenance (O&M): Youth will perform routine O&M activities, as well as a specialized orchard O&M. At parks like Hollydale Regional and Circle Park, youth will install and repair irrigation, plant, and care for drought- tolerant vegetation, plant and prune trees, and help repair fencing and infrastructure. At the Urban Orchard (to be developed by the city in collaboration with the Trust for Public Land and Subrecipient), youth will perform traditional park O&M, while also conducting specialized care for the fruit trees, collection of produce for the public, and leading educational orchard tours.

B. Urban Forestry: Although youth employment in the city will focus on park and open space opportunities, urban forestry may be performed across the city. Youth will participate in planting, pruning, and general tree care in parks, as well as along streets, medians, and neighborhoods. Urban forestry may also include specialized care for the Urban Orchard.

C. Watershed Management: Aside from O&M and urban forestry, youth will have the opportunity to participate in the River Rangers program along the Los Angeles River.

The River Rangers program will focus on environmental stewardship along the lower portion of the river, providing education, interpretation, and restoration opportunities for youth to get involved.

D. Water Conservation & City Beautification: Youth will participate in illegal dumpsite cleanups, hauling away and properly disposing of large items such as mattresses, furniture, tires, and used oil. Youth will also plant drought tolerant and native vegetation in city parks and greenspace.

2. **Term**. The term of this Agreement shall commence at 7:00 a.m. on July 1, 2024 (the "Commencement Date") and shall terminate at 6:00 p.m. midnight on June 30, 2025 (the "Expiration Date"). The term of this Agreement may be renewed for one (1) additional year at the option of the City Manager. This Agreement does not reimburse any expenditure incurred by Subrecipient prior to the Commencement Date and does not reimburse any expenditure made after the Expiration Date without the City Manager's written authorization to extend the term.

3. **Budget; Project Proposal Form**.

A. The City shall reimburse Subrecipient for the reasonable and verifiable costs actually incurred in the performance of the Program under this Agreement, not to exceed a maximum reimbursement of **$568,497**. Subrecipient shall not submit any request for reimbursement to the City nor shall the City reimburse Subrecipient for costs for which Subrecipient is reimbursed from a source other than the funds allocated for work under this Agreement.

B. Funds allocated pursuant to this Agreement shall be used exclusively for costs incurred by Subrecipient in the performance of the Project under this Agreement. No funds paid by the City to Subrecipient under this Agreement shall be used as security or to guarantee payments for any non-Project obligations, nor as loans for non-Project activities.

C. The City shall designate and approve Projects to be undertaken on a Project Approval Form containing the information detailed in Exhibit "A", attached hereto, and incorporated herein by this reference. In addition, a Project Proposal Form attached hereto and incorporated herein as Exhibit "B" shall be submitted to the City by Subrecipient providing a detailed description of the Project.

4. **Orientation**. The City and Subrecipient shall jointly hold orientation meetings from time to time, initially with Subrecipient personnel at the commencement of the Project to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of the Project, and then later as appropriate and required.

5. **Work to be Performed**. Subrecipient shall implement the Project described in this Agreement fully in accordance with the terms of the 2024 CaliforniansForAll Youth Job Corps RFA and the City's application thereunder for funds to carry out the Project, including without limitation, compliance with applicable provisions of the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule, the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, and the Compliance and Reporting User Guide. Subrecipient shall also undertake and assume the same obligations to the City that the City has undertaken under the 2021 CaliforniansForAll Youth Job Corps RFA.

6. **Project Commencement**.

A. The Project Approval Form shall specify which of the following permits, plans and specifications shall be the responsibility of City and which shall be the responsibility of Subrecipient: approvals and permits required by any other state, federal, or local agency which may be necessary to commence construction or operation of the Project, adequate plans and specifications, sufficient funds, materials, supplies, equipment, adequate technical supervision, and any special labor requirements to complete the Project.

7. **Program Coordination**.

A. The City Manager or designee (Director of Parks and Recreation) shall coordinate the Project with Subrecipient and shall render overall supervision of the progress and performance of this Agreement by the City.

B. Subrecipient's Executive Director shall have overall responsibility for performance of this Agreement and for coordinating with the City. If the Executive Director is replaced during the term of this Agreement, Subrecipient shall notify the City immediately of such occurrence. The Executive Director and Subrecipient staff will fully cooperate with the city relating to the Project, areas of concern, and the impact of the Project on residents of the City.

8. **Permission Granted**. After a Project Approval Form is approved, Subrecipient, its contractors, officers, agents, and subcontractors shall have permission to enter upon that certain City-owned real property specified in the Project Approval Form for the purpose set forth in said form. The permission granted by this Section is limited to a reasonable area around the Project site and ingress and egress thereto and is limited to the dates contemplated for completion of the Project as specified on the Project Approval Form.

9. **Payment of Costs**.

A. The Project shall be undertaken at Subrecipient' sole cost and expense on a reimbursement basis, except for a Project where the City materials and supplies are to be used as specified in the Project Approval Form and except where the parties have agreed in writing to other payment arrangements prior to or simultaneous with approval of a Project.

B. Subrecipient acknowledges and agrees that if the actual cost of a Project exceeds the estimated cost on the Project Approval Form, the City is not responsible for the difference and shall not reimburse Subrecipient for any additional costs incurred, unless those additional costs are due to additions or changes to the Project which were requested by the City.

10. **Title to Improvements**. Title to all improvements constructed in whole or in part on lands owned or controlled by the City shall vest in the City upon completion or final inspection of the Project, whichever is sooner.

11. **Emergencies**. Temporary suspension or permanent cessation of a Project may be required due to emergency conditions. Under such circumstances, the City and Subrecipient shall mutually agree on the postponement of a Project and who should bear the costs incurred due to said postponement.

12. **Time and Progress**.

A. Subrecipient shall begin work on each Project in conformity with the provisions set forth herein and shall work with diligence so as to complete the Project according to the time schedule in the Project Approval Form.

B. Subrecipient shall work so that the completed Project shall be comparable to that specified in the Project Approval Form. Subrecipient and the City shall notify each other and obtain approval from each other prior to any change in the time schedule.

13. **Use of Premises**.

A. Subrecipient shall confine construction equipment, the storage of materials and equipment, and the operations of workers to each Project site and areas identified in and permitted by the Project Approval Form and shall not unreasonably encumber same with construction equipment or other materials or equipment.

B. During the work, Subrecipient shall keep each Project site and said areas free from accumulations of waste, rubbish, and debris. Upon completion of the Project, Subrecipient shall remove all waste, rubbish and debris from and about each Project site and said areas as well as all tools, equipment, machinery, and surplus materials, and shall leave the Project site and said areas clean and ready for occupancy by the City. Subrecipient shall restore to original condition all property not designated for alteration by this Agreement.

C. Subrecipient shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Subrecipient subject any part of the Project or adjacent property to stresses or pressures that will endanger them.

14. **Rights of Entry and Inspection**. City, its officials, agents, and employees shall at all times have the right of entry and free access to the Project site and areas identified in and permitted by the Project Approval Form and right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of Subrecipient pertaining to the Project.

15. **Progress Reports**.

A. Subrecipient shall keep the City Manager or designee (Director of Parks and Recreation) informed on all phases of the Project. Without limiting the foregoing, until the Project has been completed, Subrecipient shall prepare and submit to the City Quarterly Performance Reports corresponding to the quarters of the Agreement year, as follows:

Quarter 1 = July--September
Quarter 2 = October--December
Quarter 3 = January--March
Quarter 4 = April--June.

B. A complete Quarterly Performance Report must be received by the City within 30 days after the end of Quarters 1, 2 and 3, and within 10 days of June 30$^{TH}$ after the 4th Quarter and shall contain such detail as may be reasonably requested by the City.

16. **Project Supervision**. Work on a Project shall be under the immediate supervision of Subrecipient's program managers. The City may provide such operation supervision, technical assistance, guidelines and inspection as the City considers necessary to properly complete the

Project. Subrecipient expressly warrants that neither Subrecipient nor any of Subrecipient employees shall represent themselves to be employees or agents of the City.

17. **Signs**. Subrecipient shall not construct, maintain, place, or allow any signs, exhibits, displays, emblems, or logos on any Project site without the prior approval of the City Manager or designee (Director of Parks and Recreation). Subrecipient shall not use the City's logo in the performance of the Project without the prior approval of the City Manager or designee (Director of Parks and Recreation).

18. **Compliance with Laws**. Subrecipient shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations pertaining to the Project, including but not limited to any environmental specifications on the Project Approval Form, and shall obtain such permits, licenses, and certificates required by all federal, state and local government authorities.

19. **Insurance**. As a condition precedent to the effectiveness of this Agreement, Subrecipient shall procure and maintain at Subrecipient's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance naming the City of South Gate, its officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of any manner connected to Subrecipient's operations or performance under this Agreement in an amount not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) general aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross-liability protection, independent contractors' liability, abuse or molestation liability, or products and completed operations liability.

(b) Workers' compensation coverage as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) per accident or occupational illness.

(c) Commercial automobile liability insurance equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (All Autos).

(d) Sexual Abuse and Molestation Liability Insurance endorsement to the commercial general liability insurance in amounts of not less than One Million Dollars ($1,000,000) per occurrence.

Subrecipient shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. No "Claims made" policies shall be acceptable. This insurance shall not be deemed to limit Subrecipient's liability relating to performance under this Agreement. The City reserves the right to require complete certified copies of said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the prior written approval of the City's Risk Manager. The procuring

of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

20. **Indemnity.** Subrecipient shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Subrecipient, its officers, employees, agents, or anyone under Subrecipient control (collectively "Indemnitor"); Subrecipient breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Subrecipient, Subrecipient shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Subrecipient shall notify the City of any claim within ten (10) days. Likewise, the City shall notify Subrecipient of any claim, shall tender the defense of such claim to Subrecipient, and shall assist Subrecipient, as may be reasonably requested, in such defense.

21. **Subrecipient's Representations and Warranties**. Subrecipient represents and warrants: (a) that Subrecipient is a duly organized and validly existing nonprofit public benefit corporation in good standing under the laws of the State of California; (b) that Subrecipient is a tax-exempt public charity under Section 501(c)(3) of the U.S. Internal Revenue Code; (c) that the form, terms and provisions of this Agreement have been approved in all respects by Subrecipient's governing board at a meeting duly noticed and held; (d) that Subrecipient's Executive Director has been duly authorized to execute and deliver this Agreement on behalf of Subrecipient; (e) that Subrecipient's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which Subrecipient is bound; (f) no action or proceeding is now pending or, to the best of Subrecipient's knowledge, is threatened, against Subrecipient, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (g) Subrecipient is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Subrecipient, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (h) all financial statements furnished to City by Subrecipient are true, correct and complete and all other information previously furnished by or on behalf of Subrecipient to City in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (i) no material adverse change in the operations or financial condition of Subrecipient has occurred since the City received the notice of intent to award on March 25, 2022.

22. **Nondiscrimination**. In connection with performance of this Agreement and subject to applicable rules and regulations, Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. Subrecipient shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: Employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

23. **Amendment and Waiver**. This Agreement shall not be amended except in writing signed by the parties which expressly refers to this Agreement. The acceptance of work or the payment of any money by the City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

24. **Governing Law; Venue**. Except where federal law preempts, this Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of law). In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be had in any state or federal court of competent jurisdiction located in Los Angeles County, California.

25. **Integration**. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

26. **Books and Records.**

A. Subrecipient shall maintain ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of three (3) years, or for any longer period required by law, from the date of any final payment to Subrecipient on a Project.

B. Subrecipient shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or expiration of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Subrecipient' address shown herein. Subrecipient shall reimburse the City for all costs incurred to investigate and audit Subrecipient's performance of its duties under this Agreement if Subrecipient is subsequently found to have violated the terms of this Agreement. Such reimbursement shall include all direct and indirect expenditures incurred by the City to conduct the investigation or audit. The City may deduct all such costs from any amount due Subrecipient under this Agreement.

D. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Subrecipient, the City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Subrecipient, its representatives, or successors-in-interest.

27. **Independent Contractor**. In performing services hereunder, Subrecipient is and shall act as an independent contractor and not an employee, representative, or agent of the City.

Subrecipient shall be free to contract for similar services to be performed for others during the term of this Agreement. Subrecipient acknowledges and agrees that (a) the City will not withhold taxes of any kind from Subrecipient' compensation, (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Subrecipient's behalf, and (c) the City will not provide and Subrecipient is not entitled to any of the usual and customary rights, benefits, or privileges of City employees.

28. **Severability of Provisions**. If any term or condition of this Agreement is found to be invalid, ineffective, void, or unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

29. **Unforeseen Delays**. Neither the City nor Subrecipient shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, Act of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstance which is not within its control.

30. **No Religious or Political Activities.** Subrecipient agrees that Subrecipient shall not perform or permit any religious proselytizing or political activities in connection with the performance of the Project under this Agreement. No funds reimbursed by the City to Subrecipient under this Agreement shall be used to promote any religious or political activities.

31. **Mechanic's Lien**. Subrecipient shall keep each Project site free of any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on any Project site, Subrecipient shall: (a) Record a valid release of lien; or (b) Procure and record a lien release bond in accordance with Section 3143 of the California Civil Code issued by a surety authorized to do business in California and providing for payment of any sum recovered by claimant. Any costs in obtaining relief under this Section shall be the sole responsibility of Subrecipient and shall not be reimbursed by the City.

32. **Notice.** Any notice required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the following address of each party:

City: City of South Gate
Attn: Director, Department of Parks and Recreation
8650 California Avenue
South Gate, California 90280

Subrecipient: Conservation Corps of Long Beach
340 Nieto Avenue
Long Beach, California 90814
Attention: Executive Director

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date received (or the date delivery is refused) by the party to whom delivery is made.

33. **Headings.** The various headings and numbers herein and the sequence of provisions hereof are for convenience only, shall not be considered a part hereof, and shall have no bearing on the construction or interpretation hereof.

34. **Assignment**. Subrecipient shall have no right to assign this Agreement or any interest therein without the express prior written approval of the City. Any purported attempt by Subrecipient to assign any performance of the Project under this Agreement shall be null and void and shall constitute a material breach of this Agreement.

35. **Interpretation**. If any questions arise as to the proper interpretation of the terms and specifications or any Project undertaken pursuant to this Agreement, the decision of the City Manager or designee (Director of Parks and Recreation) shall be final.

36. **Suspension and Termination**.

A. The City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. "Cause" shall include but not be limited to: (1) Ineffective or improper use of funds; or (2) Failure to comply with any material provision of this Agreement, including exhibits. If the City elects to exercise its right under this Subsection (A), the City shall notify Subrecipient of the City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by Subrecipient if relying on Subsection (A)(2). Subrecipient shall have ten (10) calendar days in which to respond. If Subrecipient does not respond to the satisfaction of the City, the City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the foregoing, any suspension or termination of this Agreement shall not relieve the City of its obligation to defray appropriate costs incurred by Subrecipient prior to said suspension or termination.

B. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days prior notice to the other party, specifying the date on which termination shall take effect.

37. **No Third Party Beneficiary**. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

38. **Conflicts of Interest**. Subrecipient shall furnish to the City, prior to the City's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries and affiliates of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries and affiliates of Subrecipient, which will receive $10,000 or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, Subrecipient shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers, subsidiaries, or affiliates of Subrecipient within fifteen (15) days of change.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all of the formalities required by law as of the date first stated herein.

Date: _____, 2024

**CONSERVATION CORPS OF LONG BEACH, a California nonprofit public benefit corporation**

By: _____

Title: _____

Date: _____, 2024

By: _____

Title: _____

Date: _____, 2024

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

By: _____
Gil Hurtado, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

# EXHIBIT A

## Project Approval Form

The terms, conditions, and covenants of the Agreement by and between the City of South Gate and the Conservation Corps of Long Beach to carry out the 2021 CaliforniansForAll Youth Job Corps RFA are incorporated by reference into this Project Proposal Form. The Conservation Corps of Long Beach agrees to and shall fully comply with said terms, conditions, and covenants at all times for the subject herein.

| | |
|---|---|
| Date: | |
| Project: | |
| Description: | |

| | | | |
|---|---|---|---|
| Supervisor(s) | | Phone: | |
| | | Fax: | |

| | | | |
|---|---|---|---|
| Start Date: | | Completion Date: | |

| | |
|---|---|
| Number of Corps Members Required: | |
| Equipment/Materials Required | |
| TOTAL: | |

| | |
|---|---|
| Comments: | |

Approval: _____ Date: _____

Conservation Corps of Long Beach

Approval: _____ Date: _____

City of South Gate

# EXHIBIT B

## Project Proposal

| | | | |
|---|---|---|---|
| Sponsoring Agency: | | | |
| Address | | Phone: | |
| | | Fax: | |
| Sponsor Representative: | | | |

Project Title:

I. Steps to Initiate CCLB Project Proposal:

1. Complete Project Proposal.
2. Mail or deliver to Conservation Director.
3. Proposal is received by Conservation Director, and arrangement'> are made to inspect project site.
4. Sponsor and Conservation Director organize logistics and details of project.
5. Project starting date is scheduled according to needs of Sponsor and availability of CCLB crews.

II. Project Details and Description of Scope and Purpose:

III. What is the Public Benefit of the Project?

IV. What Skills or Training Will Corps Members Receive?

## Conservation Corps of Long Beach

| | | | |
|---|---|---|---|
| Project Supervisor: | Irene Lopez-Muro, Conservation Director | Phone: | 562-597-8071 |
| | | Email: | llopezmuro@cclb-corps.org |
| Project Duration | | | |
| Project Location: | | | |
| Equipment / Materials Required: | | | |
| Additional Comments: | | | |

CCLB Authorization: _____ Date: _____

Conservation Director

Sponsor Authorization: _____ Date: _____

Sponsor Title: _____

Conservation Corps of Long Beach

"Support young people in realizing their potential through work, service, conservation, and education"

**D:** 0650-JP2003-GF1

**Attachment B**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|---|---|
| JP2003-GF1 | OPR-0650 |

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
OPR/CaliforniaVolunteers

CONTRACTOR NAME
City of South Gate

2. The term of this Agreement is:

START DATE
April 19, 2024

THROUGH END DATE
December 31, 2025

3. The maximum amount of this Agreement is:
$574,497.00 or Five Hundred Seventy-Four Thousand, Four Hundred Ninety-Seven Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | | Title | Pages |
|---|---|---|---|
| | Exhibit A | Scope of Work | 7 |
| | Exhibit B | Budget Detail and Payment Provisions | 1 |
| | Exhibit C * | General Terms and Conditions* | Online |
| + - | Exhibit D | California Volunteers' Reporting, Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention | 4 |

*Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*
*These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources*

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.*

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of South Gate

| CONTRACTOR BUSINESS ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 8650 California Avenue | South Gate | CA | 90280 |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| Steve Costley | Director |

CONTRACTOR AUTHORIZED SIGNATURE: DocuSigned by: Steve Costley A6F720DE0EA940B...

DATE SIGNED: 5/6/2024

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME
OPR/CaliforniaVolunteers

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 1400 10th Street | Sacramento | CA | 95814 |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| Anthony Chavez | Director of Operations |

CONTRACTING AGENCY AUTHORIZED SIGNATURE: DocuSigned by: Anthony Chavez BE02D9AFCFE84C2...

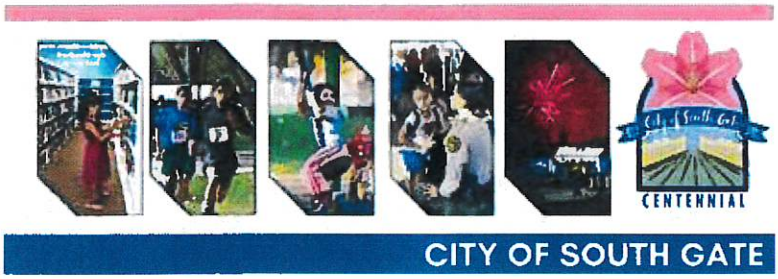
DATE SIGNED: 5/6/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DocuSign Envelope ID: 389D50E6-499A-46CD-B30F-03331008D86D






***Located in the heart of the Los Angeles Metropolitan Area, the City of South Gate is a busy, urban community consisting of residential, commercial, and industrial development spread over 7.4 square miles. It currently ranks as the 73rd largest City in California and 17th largest in Los Angeles County with a population of 98,633. South Gate is known for its outstanding City services, remarkable parks and recreation facilities, and family-friendly environment.***

**Applicant Information**

**Municipality:** City of South Gate
**Name:** Steve Costley, Director of Parks and Recreation
**Email:** scostley@sogate.org
**Phone:** (323) 563-5494

**Section 1: Program Goal**

**What does your City hope to gain from this program/are there strategic goals this program can help your City meet?** Through this proposed workforce development program, the City of South Gate (City) will continue its successful partnership with the Conservation Corps of Long Beach (CCLB). Currently, the City and CCLB offer youth crew-based and internship opportunities with the City's Parks and Recreation Department, as well as with Public Works. With additional funding through California Volunteers, the City and CCLB will be able to continue implementing a successful employment program for young adults that focuses on projects that address climate change and resiliency, food insecurity, education, and service to the community. The employment program offers employment opportunities to young adults through CCLB, that also incorporates hands-on training in park operations and maintenance, urban forestry, orchard horticulture, and water conservation projects.

*The overarching goal of our program is to provide career training through youth employment and the development of long-term career opportunities. All of this is done to help South Gate's residents address issues relating to climate change, food insecurity, education, and public service.*

The City of South Gate is not among the 13 largest cities by population, making the need for the proposed services that much more important. According to CalEnviroScreen 4.0, South Gate is in the 81st percentile for its average pollution burden.

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**Section 2: Program Design**

**Which focus areas will youth be working on?** Participating young adults will focus on climate change and resiliency, food insecurity, education, and service to the community.

Climate Change and Resiliency: The City is in the process of green space expansion through the improvement of existing parks and the development of new ones. Because of this, the City requires a larger workforce to help operate and maintain the added park acreage. Employed youth will participate in litter abatement and recycling, trail maintenance, urban forestry such as planting trees, installing drought-tolerant landscaping, installing drip irrigation, and conducting general park maintenance.

Food Insecurity: South Gate partners with the Trust for Public Land and CCLB to further develop its urban orchard that promotes urban agriculture practices, food waste reduction, and healthy eating. Participants will learn horticulture best management practices to operate and maintain an urban food hub, helping to address the region's food insecurity issues.

In terms of education and service to the community, young adults or as more commonly referred to as Corpsmembers, engage in ongoing education through career pathway skill development and skill certification. For example, this excerpt from the Conservation Corps of Long Beach's career pathway policy provides details on career education that takes place for every Corpsmember around urban forestry:

| **Career Training Module: Urban Forestry**<br>**Objective:** Corpsmembers will understand the principles of urban greening and community stewardship.<br>**7 Weeks of Training + Work Projects** |
|---|
| **Learning Themes** |
| Introduction to Wildland Fire Chainsaws (S-212) and Power Tools<br>**(industry-recognized certification)** |
| Native Tree Identification and Greenhouse Gases |
| Field Experience: Arboriculture Education |
| Tree Care and Tree Planting |
| Urban Lumber Cultivation and Reuse<br>Field Experience: Urban Forestry Lumber Operations |
| Inventory and Sorting at the Urban Lumber Yard and Mill |
| Career Exploration and Labor Market Analysis |

In collaboration with The Education Corps, CCLB Corpsmembers who need to earn their high school diploma and complete CCLB's various work experience and training programs attend school part-time utilizing space at a South Gate facility. In the past, Corpsmembers were

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transported to The Education Corps co-located classrooms with CCLB in Long Beach. Because of the success of this program and the interest shown by South Gate young adults to participate, The Education Corps allocated staff to provide educational services IN South Gate, thus allowing for a more seamless delivery of the program model. The City of South Gate will continue to welcome The Education Corps onsite at the facility we've provided.

In addition to traditional educational support, participants are also offered assistance through CCLB's support staff who attend to the social-emotional issues these young adults have and provide the individual mentoring, case management and referrals to community resources in South Gate they need to thrive. These resources help Corpsmembers address and overcome the various issues that caused them to drop out of high school, not enter or remain in the workforce and be unable to further their educational and career goals. Once settled and established in the program, support staff then work with Corpsmembers on their supportive service needs and long-term career aspirations and help remove the long-term barriers that may get in the way. Career development assistance and training offers Corpsmembers guidance on how to effectively develop resumes, conduct job and college searches, embrace and refine interview techniques and even hold mock interviews. CCLB staff provides training for personal and career development such as life skills (interpersonal skills, problem solving), personal development (anger management, conflict resolution), health and wellness (fitness, nutrition), financial literacy (budgeting, credit, bank accounts) and career information and exploration.

**Do you plan on sub-granting with CBOs? If so, please name each organization and any prior experience they have running similar programs or the process by which you will select CBO partners.** Yes, the initial program included a subcontract to CCLB and the program has been a success. All metrics and goals were met and therefore, the City of South Gate will continue to provide a sub-grant award to the Conservation Corps of Long Beach. As part of the success of the program, South Gate was able to hire three Corpsmembers as regular Parks Department employees. Additionally, the City and CCLB currently have an internship program in place, as well as partner on clean-up efforts, special event recycling, and more. This continued funding opportunity will allow South Gate and CCLB to grow its partnership through a larger, more focused workforce development program that emphasizes environmental stewardship.

Conservation Corps of Long Beach is a nonprofit organization founded in 1987 to support young adults ages 18-26 as they realize their potential through work, service, conservation, and education. Corpsmembers are from traditionally underserved communities of color and face tremendous challenges including access to educational resources, workforce development services and supportive engagement through individualized case management and referrals to community partners. CCLB currently manages a $12 million budget, 63 full-time staff and 130 Corpsmembers.

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**What activities will youth be working on? Please offer a brief, several sentence description of each job activity youth will be undertaking and any partners that will be involved in running that opportunity.** Young people will work on various projects that focus on park operations and maintenance, urban forestry, watershed management, and beautification.

- Park Operations and Maintenance: Corpsmembers will learn skills associated with operations and maintenance projects and specialized orchard operations and maintenance; install and repair irrigation, care for and plant drought- tolerant vegetation, plant and prune trees, repair fencing and infrastructure, provide specialized care for fruit trees, collect produce for the public, and lead educational orchard tours (Hollydale Regional Park, Circle Park, Parque Dos Rios).
    - **Career Pathways:** Irrigation Specialist, Landscape Technician
- Urban Forestry: Planting, pruning, and general tree care in parks, along streets, medians, and in neighborhoods.
    - **Career Pathways:** Municipal Urban Forester, Arborist, Certified Tree Worker
- Watershed Management: Corpsmembers will develop skills that will focus on environmental stewardship along the lower portion of the Los Angeles River, providing education, interpretation, and restoration opportunities for youth to get involved.
    - **Career Pathways:** Native Landscape Maintenance, Natural Lands Interpreter, Stormwater Technician
- Water Conservation and City Beautification: Participate in cleaning up illegal dumpsites, hauling away and properly disposing of large items such as mattresses, furniture, tires, and used oil; plant drought tolerant and native vegetation in City parks and greenspaces.
    - **Career Pathways:** Environmental Services Technician, Drought-Tolerant Landscaping Retrofit Technician

**What is the proposed start date for programming from this funding?** The proposed start date for programming from this funding is July 1, 2024.

**Are you planning on using this funding for a summer employment program?** No, funding will be used for year-round programming.

**Section 3: Youth Recruitment/Development**

**How will the City recruit youth?** The City works with and supports CCLB's recruitment efforts. Recruitment will be specific to South Gate to direct the benefits of California Volunteers towards young people striving to excel in the City. Interested youth can visit CCLB's website to gain more information and submit an online application. Applications are accepted on a rolling basis with interviews and orientations regularly scheduled. Recruitment is done in the following manners:

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- Form and maintain relationships with organizations that serve this population. Such organizations include the justice system including probation and the courts, the Department of Public Social Services, the Department of Child and Family Services and other agencies serving the same target population either directly or via a familial structure.
- Attend community events/festivals/fairs targeted at the same population. Staff booths to distribute information, engage with attendees and provide information on how to become a part of the organization.
- Create and share social media that reflects the target population and speaks to "Gen Z". Additionally, social media channels used by the target population are used more frequently than others (e.g. TikTok vs. Facebook). Share when algorithms show the highest engagement by age group (e.g. posting at approximately 10 a.m. for maximum engagement).
- Provide information to adults who care for or parent the target population with the intent that the information will be shared with a young person.
- Create and distribute culturally and linguistically relevant outreach materials.
- Conduct orientation both virtually AND in-person to address potential issues related to transportation, connectivity, childcare and more.
- Ensure that Corpsmembers are wearing the proper uniforms that are branded so when individuals see them in their neighborhoods and communities, they can better understand who the organization is, what it does and see young adults that resemble themselves – thus creating more trust, safety, and interest.

**If you would like to propose your own priority criteria for participants in this program for California Volunteers approval, please do so in this section.** South Gate and CCLB will recruit and employ participants as described in the solicitation.

**What wrap-around services, if any, is the City or subgrantee planning on offering to youth?** CCLB offers a variety of wraparound services to its participants because it recognizes that no two participants experience the same challenges. Supportive services are individually-based and designed to be customized in order to address barriers to long-term success. Case management staff work with each Corpsmember to make sure they understand available resources including, but not limited to, referrals to community services such as healthcare and childcare for parenting participants, transportation support, housing resources, accommodations for youth with disabilities, and more. Once a participant finishes the program, they will continue to have access to leadership development and supportive service activities, support directly with their employer, and additional employment support for different jobs.

A signature feature of CCLB is that through intentional fundraising, the agency provides anywhere from $25,000-$40,000 in scholarships annually to meet the needs of post-secondary education or work-related expenses. The application process opens annually in March and funds

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are awarded in April. Several Board members and staff comprise a Scholarship Committee where applications are reviewed, and decisions are made based on the amount of funding available. In all instances, the Committee attempts to provide some level of support to each eligible applicant to create inclusivity and equity. Availability of scholarships is made known through internal emails, posts in "Band", an app CCLB uses to communicate with Corpsmembers, flyers posted at each facility, word of mouth by supervisors and through social media. Alumni are alerted through letters mailed, through employer partners, during post-program meetings, and especially through social media.

**What wage will youth be paid? What length of time do you anticipate the youth serving?** Program participants with little to no experience will be paid an average wage of $17.75 per hour including opportunities for advancement and raises. CCLB will increase wages as required by State law. Participants will be provided with 450 hours of training with the opportunity to promote and serve in leadership capacities.

**Section 4: Metrics/Outcomes**

**Can the City provide the required metrics listed above to California Volunteers?** When reporting on a quarterly and annual basis, South Gate will provide the required metrics as listed in the grant guidelines. It's important to know that during the initial funding program year, South Gate met all required metrics and exceeded several while implementing the program.

**Are there other metrics you will be collecting to determine success of the program? If so, please indicate which metrics.** Yes. South Gate will collect project specific metrics such as the quantity of trees planted, square footage landscaped, and much more.

**Section 5: Budget, Staffing, and Communications**

**What is your proposed staffing plan for the program for the City and/or any subgrantees?** As South Gate's subgrantee, CCLB's various department staff will work together to recruit, train, and provide employment-related services to program participants. CCLB will provide through matched funding, a Director of Conservation Projects to lead the program team consisting of a dedicated supervisor who will utilize a crew-size vehicle to transport youth to work project sites in South Gate. The City of South Gate, Director of Parks and Recreation, will provide overall program management and ensure compliance with grant requirements and reporting. Additionally, CCLB will provide social services through case management and counseling staff. All staffing positions will be at .5 FTE or higher.

**Does your City commit to using California Volunteers developed branding for this program and participating in California Volunteers-organized training/curriculum, if asked?** Yes

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**What amount of funding is your City requesting?** The City of South Gate is requesting $574,497 to continue the implementation of this program.

**How many youth will be served with this funding?** With this requested allocation, 36 youth will be served.

DocuSign Envelope ID: 389D50E6-499A-46CD-B30F-03331008D86D

# Exhibit B Budget Detail

| CALIFORNIA VOLUNTEERS - YOUTH SERVICE CORPS | | |
|---|---|---|
| **Applicant:** | City of South Gate | |
| **Contact information:** | Steve Costley, Director of Parks and Recreation, scostley@sogate.org, (323) 563-5494 | |

**I - A. Administration** *(Must Not Exceed 10% of Total Award)*

| Items | Description | Calculation | Total Budget | % Allocation Cross Check |
|---|---|---|---|---|
| Administrative Costs | CCLB | 10% of Expenses | $ 52,227.00 | |
| **Total** | | | **$ 52,227.00** | 9.1% |

**I - B. Direct Operating Costs** (Must not exceed 30% of Total Award when combined with Section I-A. Administration)

| Items | Description | Calculation | Total Budget | % Allocation Cross Check |
|---|---|---|---|---|
| **Program Staff** | | | | |
| Fellows Supervision | Dedicated Supervisor | 2080 hours @ $35 per hour | $ 72,800.00 | |
| Uniforms, Safety Gear | Uniforms &(PPE) Personal Protect. Equip. | $250/fellow | $ 9,000.00 | |
| Youth Program Transport | Program vans and trucks | $100 per day (240 days) | $ 24,000.00 | |
| City Program Management | City of South Gate Management | $500/month x 12 months | $ 6,000.00 | |
| **Total** | | | **$ 111,800.00** | 28.55% |

**II. Youth Service Corps Fellow Wages** (must be at least 50% of grant amount)

| # Requested = 36 | Hourly Salary | # of Hours | Total Budget | % Allocation Cross Check |
|---|---|---|---|---|
| Career Path 1: Recycling & Sustainability | $ 17.75 | 450 | $ 95,850.00 | |
| Career Path 2: Urban Forestry | $ 17.75 | 450 | $ 95,850.00 | |
| Career Path 3: Watershed Management and Outreach | $ 17.75 | 450 | $ 95,850.00 | |
| **Total** | | | **$ 287,550.00** | 50.1% |

**III. CaliforniansForAll Youth Workforce Fellows - Other Fellow Costs**

| Items | Description | Calculation | Total Budget |
|---|---|---|---|
| FICA for Fellows | | 0.0765*total wages | $ 21,998.00 |
| Worker's Compensation | | 0.13*total wages | $ 37,382.00 |
| **Total** | | | **$ 59,380.00** |

**IV. Program Wrap-Around Services** *(Not to Exceed 40% of Total Award)*

| Items | Description | Calculation | Total Budget | % Allocation Cross Check |
|---|---|---|---|---|
| Case Management | Social services | $45/hour(15 hours per fellow) | $ 24,300.00 | |
| Fellow Bacis Needs | Bus/Train passes,clothing educational supplies | $100 per fellow | $ 3,600.00 | |
| Counseling & Support Services | Mental & family health | $66/hour(15 hours per fellow) | $ 35,640.00 | |
| **Total** | | | **$ 63,540.00** | 11% |

| | |
|---|---|
| **Total Budget Request** | **$ 574,497.00** |
| **Total # of Fellows** | **36** |

| List of Partners | | |
|---|---|---|
| **Partner** | **Status (Proposed or Secured)** | **Contractual Amount** |
| Conservation Corps of Long Beach | Secured | $ 568,497.00 |
| **Total** | | **$ 568,497.00** |

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**EXHIBIT C**
Budget Payment Provisions

**California Volunteers,**
**Youth Service Corps**
**City of South Gate**

## BUDGET PAYMENT PROVISIONS

1. Invoicing and Payment
   a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   b) Invoices shall include the Agreement Number and shall be submitted via PDF to Robert.Nesman@californiavolunteers.ca.gov.

2. Budget Contingency Clause
   a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

   b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause
   Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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## Exhibit D
## California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

### Youth Service Corps Program

All Youth Service Corps Program grantees will be responsible for providing periodic and timely reports on outcomes and outputs associated with the funding received from this program.

**Reporting Metrics**

Grantees will be required to report the following metrics on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers. These metrics are subject to change, depending on the California Department of Finance's review and approval:

Additionally, California Volunteers requires cities to report the following data, where feasible, on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers.

- Number of youth participating in Youth Service Corps
- Number of Youth completing Youth Service Corps
- Number of youth employed in each focus area
- Number of youth participating in summer employment program (if applicable)
- Average wage and hours worked of participants across program
- Information/data/member stories as requested for annual report
- Participant information, including Personally Identifiable Information, as requested by California Volunteers, including, but not limited to: Name, Address, Phone Number, Email Address, Program Completion Status. Grantees agree to make member contact information available to California Volunteers to use in program communications on a schedule to be provided by California Volunteers
- Number of youth employed in program who were previously unemployed
- Number of participants who enroll in higher education or gain employment following program end
- Number of youth employed in program who remain in college or stable employment
- Number of youth employed after completion of program
- Number of youth who report job satisfaction after completion of program
- Number of youth who report an interest in a career in public service after one year of employment

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**Exhibit D**
**California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention**

- Number of youth employed in public service after completion of program
- Job training evaluations

**Reporting Deadlines:**

| Report | Reporting Period | Partner Reports Due |
|---|---|---|
| 1 (if applicable) | Award Date – June 30, 2024, 2024 | July 15, 2024 |
| 2 (if applicable) | July 1 – September 30, 2024 | October 15, 2024 |
| 3 | October 1 – December 31, 2024 | January 15, 2025 |
| 4 | January 1 – March 31, 2025 | April 15, 2025 |
| 5 | April 1 – June 30, 2025 | July 15, 2025 |
| 6 | July 1 – September 30, 2025 | October 15, 2025 |
| 7 | October 1 – December 31, 2025 | January 15, 2026 |

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

**Reporting Process:**

California Volunteers will be providing a comprehensive reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

**Invoicing:**

This grant is a cost-reimbursement grant. As such, grantees will be required to submit periodic and timely invoices to California Volunteers for expenses already incurred for processing and payment. Grantees have the discretion to invoice monthly or quarterly.

**Invoicing Deadlines:**

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## Exhibit D
## California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

Grantees have the discretion to invoice monthly or quarterly. If monthly, invoices should be submitted by the 15th of the following month. If quarterly, invoices should be submitted no later than the due date identified in the reporting deadlines above.

**Service Events and/or Member Convenings:**

Grantee agrees to host at least two service events and/or member convenings per calendar year at the direction of California Volunteers.

**Programmatic and Fiscal Document Retention**

In line with State requirements regarding record retention, grantees are required to maintain all documentation, programmatic and fiscal, pertaining to this contract for a period of five years after the close out the contract and the payment of the final invoice. The grantee is required to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and hold them available for audit and inspection by the State for the five years following the close out of the contract and payment of the final invoice. These retention requirements pertain to all contracts associated with this program, regardless of funding source.

# Item No. 12

Office of the
South Gate City Clerk

MAY 20 2024

FILED 5:30pm

# *City of South Gate*
## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of **May 28, 2024**
Originating Department: **Administrative Services**

***Department Director:*** _____ ***City Manager:*** _____
*Wendy O'Kelly* *Rob Houston*

**SUBJECT: APPROVE THE PURCHASE OF EDGE NETWORK SWITCHES**

**PURPOSE:** To approve the purchase of edge networking switches, installation services, and maintenance with VectorUSA. Edge switching provides connectivity for remote-site end-users to the core network, city on-premises applications, and connectivity to the Internet.

**RECOMMENDED ACTION:** The City Council will consider:

a. Authorizing the issuance of a Purchase Order to VectorUSA for edge data network switches for remote-sites, licensing, three years of maintenance and the necessary network design, implementation, and training services in the amount of $176,262;
b. Authorizing the City Manager or his designee, to execute the Purchase Order and all related contractual documents, in a form approved by the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact on the General Fund as this item was included in the Fiscal Year 2023/24 Adopted Budget.

**ALIGNMENT WITH COUNCIL GOALS:** On January 28, 2020, Council accepted the City's Technology Master Plan (TMP) prepared by ClientFirst Technology Consulting (ClientFirst). One of the key initiatives of the TMP was an upgrade of the City's and Police Department edge network.

**ANALYSIS:** The City's existing edge data network equipment was manufactured by Cisco and installed in 2006. The edge data network has reached the end of its useful life and is no longer supported by the manufacturer. In addition, security patches and updates are no longer available for the existing equipment. Since this time data network switching equipment and design has changed dramatically. For example, data network switching speeds have increased by a multiplier of one hundred and its design has evolved to incorporate additional cybersecurity components, including network segmentation, port level security, network analytics and more.

In 2023, the City Council approved a core switch data network replacement project to replace all local area network (LAN) switches at City Hall and the Police Department. At that time,

VectorUSA was selected as the installation vendor through a competitive bid process and government contracting to develop a network edge design that will replace the existing network switching equipment, which will increase the capabilities of the remote-site data network switching equipment resulting in increased network speeds and security.

The procurement method recommended by staff for network edge switching, licensing, support, and professional services employs an existing California Multiple Award Schedules (CMAS Contract # 3-15-70-0876AM & 3-20-00-0267G) with VectorUSA and contains a piggy-back clause that provides government agencies with the advantages of the CMAS purchasing power.

**BACKGROUND:** The edge switch replacement project is the second and final phase of the Technology Master Plan. By replacing the obsolete data network edge equipment, the replacements include additional capabilities that will improve the overall network performance and improve security.

In addition to increased cybersecurity and management capabilities, the proposed network switching equipment will increase overall network speeds by a factor of ten, with the capability to increase network speeds by a factor of one hundred when necessary.

Expected benefits of the new data network edge switching equipment and management solution include:

- Best practices network design that will increase flexibility and remote site connectivity.
- Improved network speeds and decreased response time
    - Improvement of traffic flow back to core network and server resources
- Additional flexibility in routing remote-site data internally and to the internet
- Improved network management capabilities
    - Ability to view and manage individual data ports and data traffic
    - Increased ability to provide alerts/alarms for potential failures
- Improved security capabilities
    - Ability to segment the network to potentially reduce the impact of viruses or ransomware
    - Additional capabilities to secure data network ports
    - Improved security for network equipment LAN access and communication
- Ability to regularly update or patch the network equipment to reduce security vulnerabilities.
- Vendor support 24 hours a day / 7 seven days a week / 365 days a year

**ATTACHMENT:** Vector USA Proposal

VRN 120919-002
5/9/2024

**Prepared For:**

City of South Gate
James Leabres
8650 California Ave
South Gate, CA 90280

**Project Description:**

Edge Network Refresh
Ver. 001
**CMAS Contract # 3-15-70-0876AM & 3-20-00-0267G**

**Prepared By:**

Rick Saunders
Account Executive
(310) 436-1060
rsaunders@VectorUSA.com

# Table of Contents

**Company Overview** ..... **3**

**Executive Summary** ..... **4**

**Solution Summary** ..... **6**

Phase 1: Project Kickoff Meeting ..... 7
Phase 2: Technology Design, Implementation Planning, Documentation & Review ..... 7
Phase 3: Procurement and Burn-in Services ..... 8
Phase 4: Network Configuration and Installation ..... 8
Phase 5: System Testing & Commissioning ..... 9
Phase 6: Network Acceptance, Project Closeout, and Documentation Handoff ..... 9
Assumptions ..... 10
Exclusions ..... 11

**Project Parameters / Caveats** ..... **12**

**Price Guarantee** ..... **13**

**Lead Time Disclaimer** ..... **13**

**Project Pricing** ..... **14**

**Additional Services and Resource Rates** ..... **15**

**Warranty** ..... **15**

**Maintenance and Managed Services** ..... **16**

**Terms & Conditions** ..... **17**

**Signature & Acceptance** ..... **21**

## Company Overview

VectorUSA's corporate vision is to become the unsurpassed standard in "connecting people to information and the world." We build our business one customer at a time through our family of dedicated employees providing reliable, high-quality communications designs and solutions that exceed our customers' expectations.

Headquartered in Torrance, CA, with offices in San Diego, CA, Rancho Cucamonga, CA, Scottsdale, AZ and Charlotte, NC, VectorUSA maintains an industry-wide reputation for delivering the highest quality products and services while executing projects on time and on budget in all types of production environments.

VectorUSA employs more than 350 people trained and certified to support the products and services we offer. Through continuous training and education, we maintain numerous certifications in the areas of Data Center Design and implementation, Collaboration / Video Conferencing, Unified Communications / VoIP, Cloud, Network Infrastructure, Wireless Networking, Cyber Security, Physical Layer - Fiber and Copper Infrastructure, Surveillance & Analytics, Access Control as well as Commercial and Professional Audio-Visual Systems.

Customer service and support is paramount; to provide the best service possible, VectorUSA has two network operation centers one in California and another in North Carolina. This allows us to provide 24/7/365 coverage to our clients.

VectorUSA has established partnerships with the industry's leading manufacturers included in our products and service portfolio. Our partnerships include Cisco Gold, Cisco Data Center Architecture, Cisco Collaboration Architecture, HP Enterprise / Aruba Platinum, Microsoft, VMWare, Veeam, Fortinet, Qognify, Milestone Gold, Avigilon, Axis, Hanwa Gold, Siemon Company, CommScope, Corning, Sumitomo, Hitachi, Crestron, Extron as well as other industry leading manufacturers.

## Executive Summary

The City of South Gate is currently grappling with challenges posed by its outdated network infrastructure, which has led to significant operational inefficiencies and vulnerabilities in network security, reliability, and scalability. To overcome these issues, VectorUSA proposes a comprehensive network upgrade tailored specifically for the City of South Gate, featuring advanced HPE Aruba technology. VectorUSA is providing the hardware, support, licensing and labor under CMAS Contract **# 3-15-70-0876AM & 3-20-00-0267G.**

This strategic upgrade includes the deployment of eleven HPE Aruba 6200 series switches and two 6100 series switches, designed to replace the city's legacy edge switching systems. Additionally, the upgrade encompasses the establishment of a robust Point-to-Point (PTP) link using two Aruba AP-677s, enhancing wireless connectivity across critical city locations.

### Key Components

1. **Network Switches:** Installation of eleven (11) HPE Aruba 6200 series and two (2) 6100 series switches, equipped with the necessary transceivers for enhanced upstream connectivity.

2. **Wireless Connectivity:** Replacement of existing Wireless Access Points (WAPs) with a robust PTP link utilizing Aruba AP-677s, optimizing the connection between the Senior Center and the Sports Park.

3. **Centralized Management:** Implementation of Aruba Central to provide a unified, cloud-based platform for managing the new edge switches and the PTP link, alongside the integration of approximately 11 existing Aruba switches from the Core Project.

### Features & Benefits

- **Enhanced Network Performance:** The latest Aruba switches ensure higher throughput and reliability, significantly improving network performance and user experience.

- **Seamless Integration:** VectorUSA's professional services ensure a smooth transition from the old systems to the new setup with minimal disruption.

- **Scalability:** The solution is designed to accommodate future network expansion, allowing additional sites to be integrated smoothly via change requests.

- **Centralized Management:** Aruba Central offers a single pane of glass for network oversight, simplifying operations and enhancing security through centralized control and visibility.

- **Cost-Efficiency:** By reutilizing existing mounting infrastructures and locations, the upgrade costs are minimized while still enhancing network capabilities.

- **After-Hours Installation:** To minimize operational disruptions, all major cutover services are scheduled outside of regular business hours, ensuring continuity and reducing downtime.

VectorUSA's network upgrade proposal for the City of South Gate marks a crucial advancement in modernizing the city's technological infrastructure. This upgrade transcends a mere IT enhancement; it represents a strategic investment in the city's operational robustness, service delivery effectiveness, and sustainable technological growth. By implementing this solution, the City of South Gate sets itself as a

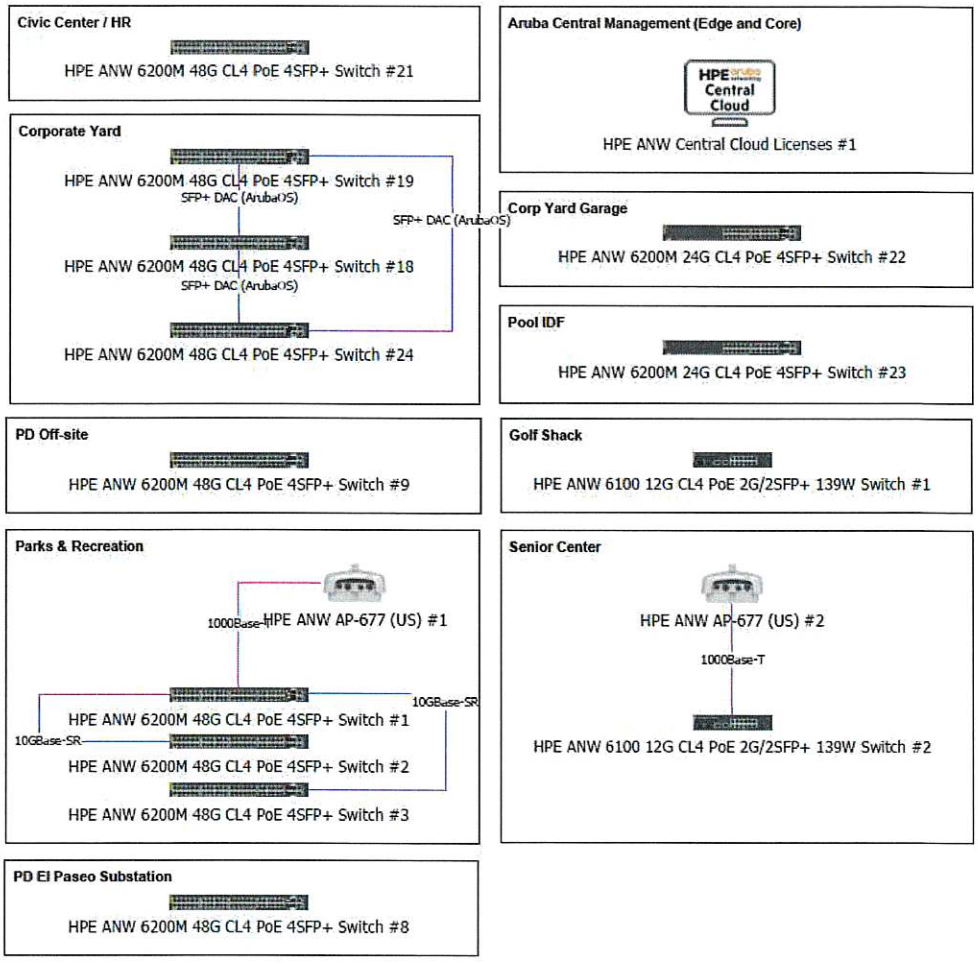
leader in digital innovation, fully equipped to address the immediate needs of its citizens while paving the way for future developments.

## Solution Summary

VectorUSA has proposed the procurement and configuration of eleven (11) HPE Aruba Network (Aruba) 6200 series switches, two (2) 6100 series switches and a PTP link utilizing two Aruba AP-677s. These will be replacing the legacy edge switching and PTP wireless currently in place as shown in the diagram below. This proposal is inclusive of the procurement and professional services to install and integrate these devices and services. Physical installation, patching, and decommissioning will be performed by VectorUSA, however additional professional services to do so at any additional sites can be scheduled and processed as a change request. The edge switching overview is further detailed in the project summary below:

### Edge Switch and PTP Migration

- VectorUSA will configure eleven (11) new Aruba 6200 Series and two (02) 6100 Series switches which include the necessary transceivers for upstream connectivity as approved by the Client during the design and architecture meetings.
- VectorUSA will replace the existing Wireless Access Points (WAPs) connecting the Senior Center with the Sports Park via a single PTP link. This will be a rip and replacement of the WAP only, reutilizing the same mounting infrastructure, cable and mounting location currently available.
- Lastly, VectorUSA will stand up an Aruba Central instance to provide centralized, cloud-based management of the new edge switches and PTP link, as well as migrating the approximately 11 existing Aruba switches refreshed during the Core project.
    - Cutover services are expected to have an outage window provided by a client and performed after hours.



## Phase 1: Project Kickoff Meeting

The project will commence with a kickoff meeting, marking the official start of the HPE Aruba 6200 and 6100 series switches deployment for the City of South Gate. This meeting will include stakeholders from the City of South Gate, VectorUSA, and any other relevant parties involved in the project, bringing together essential personnel such as the project manager, network engineers, and security specialists. The primary objectives of this initial gathering are as follows:

- **Introduction and Team Alignment:** Formal introductions will be made among all project participants to establish a cooperative working environment. It's crucial to ensure that every team member, from technical staff to project oversight, is acquainted with each other and understands the roles and contributions each will make towards the project's success.
- **Definition of Success Criteria:** Collaboratively defining what project success looks like, focusing on both technical and operational perspectives. Discussions will center on the deployment of the Aruba 6200 and 6100 series switches, including configurations specific to the City of South Gate's needs, aligned with the city's broader operational goals.
- **Requirements Gathering:** Conducting a detailed analysis of the City of South Gate's specific requirements for the new network infrastructure. This will encompass aspects such as network architecture, security demands, redundancy mechanisms, and any unique operational considerations crucial for a successful switch deployment.
- **Planning for Detailed Technical Workshops:** Preparing for subsequent phases that will focus on technical planning and detailed design. These sessions are essential to ensure that the deployment is thoroughly planned, covering both overarching architectural designs and detailed technical configurations.
- **Addressing Queries and Concerns:** Providing an opportunity for the City of South Gate to pose questions or express concerns regarding the deployment process, the capabilities of the Aruba switches, or the project timeline. This dialogue is key to maintaining transparency, managing expectations, and establishing a trustful relationship between all involved parties.

## Phase 2: Technology Design, Implementation Planning, Documentation & Review

Upon the project award, VectorUSA will collaborate with the City of South Gate IT staff to review the network design. This includes site inspections at the City of South Gate Main Distribution Frame (MDF) and eight additional Intermediate Distribution Frames (IDFs), encompassing nine sites in total. These inspections are aimed at developing an upgrade plan to transition from legacy switches to a new solution managed via Aruba Central and establishing a new Point-to-Point (PTP) link between the Senior Center and Sports Park.

VectorUSA will schedule a stakeholder meeting to finalize the cutover plan and establish a test plan based on previously agreed validation criteria for post-implementation testing and network handoff. VectorUSA will conduct virtual lab testing to verify the configuration of all network switches and Wireless Access Points (WAPs). This testing ensures configurations mimic the existing network's SSIDs, IP addresses, and Layer 2 VLANs accurately, confirming readiness for deployment. This phase is structured to ensure all network components are prepared and tested for successful integration and functionality in the subsequent deployment phases.

| Phase 2: Deliverables Schedule | |
|---|---|
| Deliverable 2-1 | Vector will document review notes of current Client provided requirements, project documents and other pertinent information on the environment's present state. |

### Phase 3: Procurement and Burn-in Services

Once the network design and implementation process is approved, VectorUSA will work with the Client IT to coordinate procurement and receiving the provided networking hardware for burn-in services at our Torrance location. Burn-in services include:

- Checking and documenting hardware condition upon arrival
- Green light testing (power on/off)
- Updating to the latest stable drivers and firmware
- Inventory and labeling/asset tagging
- Boxing and packaging equipment for delivery to the site

If the client requires the hardware to be burned-in at the installation location, those services can be accommodated, processed as a change request.

Additionally, the setup of the Aruba Central instance will occur in this phase. This platform will manage the entire network, enhancing control and oversight. GUI Templates for the edge switches and the previously replaced core switches will also be tested and validated in a virtual lab environment, according to the functional and technical specifications defined in earlier stakeholder meetings. This ensures they meet operational requirements and adhere to network best practices.

| Phase 4: Deliverables Schedule | |
|---|---|
| Deliverable 4-1 | Labbing of the procured devices and licensing limited to the Edge hardware, as the Core hardware is already in production. |
| Deliverable 4-2 | Burn-in services, green light testing, DOA inspection, and updating hardware to the latest drivers and firmware. |
| Deliverable 4-3 | Delivery to Client's proposed location for receipt of burned-in equipment. |

### Phase 4: Network Configuration and Installation

Upon receipt of the hardware by the City of South Gate, VectorUSA will stage and asset tag the Aruba equipment in accordance with best-practice standards, utilizing the storage area provided by the client. The installation will proceed according to the hardware replacement plan previously agreed upon, with each new switch and Wireless Access Point (WAP) replacing a corresponding legacy device within the identified Infrastructure Distribution Frames (IDFs), Cabinets, or Outdoor Spaces—designated for the single Point-to-Point (PTP) link. Installation will take place during a predetermined outage window to ensure minimal disruption across the nine (9) targeted locations.

VectorUSA's approach to configuration aligns with the network design that was thoroughly tested and validated in a lab environment during Phase 3. The Switches and WAPs, will be configured based on these tested parameters. GUI Templates, as defined and agreed upon during the Phase 2 stakeholder meetings, will be implemented to standardize and streamline the configuration process across all network devices.

Installation also includes the use of existing backbone and patch cabling, as provided by the client, to connect the new devices. Transceivers, agreed upon during the design phase, will be installed and connected to both downstream and upstream network components using the client's patch matrix. Following the physical setup, the project will transition into a testing and validation phase to ensure all configurations meet the predefined functional and technical standards.

Post-installation, VectorUSA will decommission and securely store the displaced legacy equipment at the IT office location, which is assumed to be on-site, ready for client disposal. The installation process also includes after-hours services, featuring a four-hour cutover period for each site, thereby minimizing operational impact during the transition.

| Phase 4: Deliverables Schedule | |
|---|---|
| Deliverable 4-1 | Set up the new network hardware within client-provided rack spaces in the proposed MDF location(s). These switches are expected to be a hot cutover, not to operate in parallel with the existing switches. Therefore, a customer-provided patch matrix will be required. |

### Phase 5: System Testing & Commissioning

VectorUSA will conduct tests on the newly configured network architecture for the City of South Gate, passing test traffic from the switches and WAPs through to the L3 handoff at each location. Upon successful verification, VectorUSA will document the testing outcomes as a close-out deliverable to confirm system and sub-system operation prior to handoff.

After the cutover to the new network solution, VectorUSA will provide half-day post-cutover support the following morning to ensure the system meets all validation criteria and to assist the City of South Gate in transitioning to network operation ownership.

The total post-cutover support will not exceed four standard work hours. During this phase, VectorUSA will also decommission the legacy hardware that was replaced during the cutover services within the client's network environment. Decommissioned components will be placed in a designated storage location onsite for the City of South Gate IT to eWaste or repurpose as necessary.

### Phase 6: Network Acceptance, Project Closeout, and Documentation Handoff

Upon validation of the new network architecture's operation, VectorUSA will initiate the network acceptance process. This will include a project closeout conference call to review all project documentation and finalize the network handoff to the City of South Gate.

VectorUSA will compile and submit the project closeout as-built documentation electronically to the City of South Gate. This documentation will be provided to the assigned City IT representatives, who will then officially authorize the acceptance of the network, marking the formal conclusion of the project.

| Phase 6: Deliverables Schedule | |
|---|---|
| Deliverable 6-1 | VectorUSA will provide project closeout documentation, including the following:<br>• Any cutover, risk mitigation or rollback planning documentation created.<br>• Design and implementation documentation, drawings or checklists developed during the implementation process.<br>• Access information for Aruba and/or other systems implemented. |

**Assumptions**

Any preconditions not met below will be subject to additional fees. All dependencies, assumptions and preconditions for the project are listed below:

- This project has been based on performing all the work during weekdays and normal business hours – 7am – 5 pm unless otherwise expressly defined in a specific phase.
- Existing UTP Patch Cables can be re-utilized, and a customer-provided patch matrix is available.
- Existing infrastructure is fully operational
- The client will provide VectorUSA with access to relevant systems and documentation to review existing configurations.
- Client will provide access to all required infrastructure components required.
- Client will identify a key resource(s) for VectorUSA to work with for planning and approvals.
- All work for this delivery will be performed on-site by VectorUSA's Resource(s).
- VectorUSA assumes the present network, server and storage environment is operational and does not require updates, upgrades, additional licensing, or functional level uplifts as part of this project.
- VectorUSA will utilize an **existing** port matrix provided by the client to replace the edge switches like-for-like.
- Remote connectivity is available for integration activities.
- Only one-time planning and data build is considered. Any rework beyond VectorUSA's control, is subjected to a change request.
- IP address ranges to be used will be shared by City of South Gate.
- Any configuration and testing effort on existing Network Elements are not considered in current scope.
- The pricing for the Services under this SOW is based upon the service, configurations and quantities provided and specified within this SOW. VectorUSA reserves the right to requote prices for the Services under this SOW if City of South Gate requests any changes to the service, configurations, or quantities.
- VectorUSA and its assigns may use proprietary tools and software to provide this Service. The stated price does not include the sale, licensing or transfer of such tools or software to City of South Gate.
- The client will eWaste or otherwise repurpose decommissioned equipment.
- VectorUSA has assumed that the outage window and cutover is to occur during a weekday and after standard business hours.

Customer will provide:

- Location, available site drawings, Power & Grounding availability ensured at the designated location IDF(s).
- Existing cabling, equipment racks, fiber panels, patch cords (copper and fiber).
- Identify the user's / email address for support.
- Specify the types of notification(s) the system should send automatically (if required).
- Provide a location to securely receive the equipment once burned-in and sent from VectorUSA's Torrance Warehouse.
- Patch Matrices for each site to have 1:1 patching with the new equipment.

**NOTE**: If at any point VectorUSA believes success criteria may be affected by the client requested components, or existing environmental conditions, those findings will be provided as a report to the client. The report will provide details on potential service degradation and/or recommendations for remediation of those potential conflicts. If an existing port matrix cannot be provided, the services to generate a port matrix will be processed as a change request.

**Exclusions**

VectorUSA is not responsible for the following:

- VectorUSA has not included additional racks, PDUs, UPS', furnishing of new electrical circuits or other power distribution, copper/fiber patch cords, or backbone cabling.
- Troubleshooting of existing infrastructure or virtual environments.
- VectorUSA is not responsible for delays due to governing body approval(s) or other municipality/state approvals during the period of performance of this project.
- VectorUSA is not responsible for 3rd party vendor or contractor management not directly tied to VectorUSA's services or its assigns.
- VectorUSA will not eWaste or assist in the repurposing of legacy equipment decommissioned during this project.
- VectorUSA is not responsible for the router reconfiguration, or any new / additional security policies or configurations on the firewall/router.
- VectorUSA is not responsible for reconfiguration, tuning, or updating of the existing servers, SAN equipment, NAS equipment, Virtual environments, or other subsystems.
- VectorUSA has not included transceivers for the firewall/router/existing servers/storage appliances/other subsystems, or any other equipment not expressly defined in this scope of work.
- Professional services, materials, support, licensing, or other items not expressly defined in this scope of work.

## Project Parameters / Caveats

**Change Order:** Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

**Proprietary Information:** The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and / or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

**Add & Delete:** Any additional work requested outside of the scope of work will be considered as separate work and addressed in
the form of a written change order. This proposal is not to be used as an "add & delete" schedule.

**Defective Materials:** If, due to problems with the existing hardware and / or materials provided by the client or other third parties, here is a delay and / or VectorUSA is unable to perform the work outlined in the scope of work it will be addressed in the form of a written change order.

**Extraordinary Service:** Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses
incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and / or materials caused by a site not being prepared as called for in this proposal. VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

**Schedule:** VectorUSA plans to implement this project in a continuous fashion or following the baselined schedule if submitted as part of this project. If delays or changes are introduced that are outside of VectorUSA's control, and those changes result in additional cost those costs will be addressed in the form of a written change order.

**Delays:** The client must provide five (5) working days advance notice of any delays that will impact this project. If proper notice is not provided VectorUSA reserves the right to issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed in the form of a written change order.

**Workdays / Overtime:** All work will be performed during VectorUSA's standard business hours of 7am - 5pm, Monday – Friday, or as specified in the statement / scope of work. If changes to the stated work

hours are required due to conditions outside of VectorUSA's control result in additional cost those costs will be addressed in the form of a written change order.

**Storage Area:** The client shall provide a secured storage area onsite for VectorUSA's materials and tools. If adequate space is not provided, or the cost of temporary storage is not included in our proposal that cost will be addressed in the form of a written change order.

**Existing Cable:** VectorUSA has not confirmed that the existing cable infrastructure is usable (e.g., undamaged, labeled, correct pin configurations, etc.). If pretesting or precertification is not included in our scope of work VectorUSA assumes no responsibility for existing cabling. If during installation it is found VectorUSA will inform the client. Troubleshooting and resolution services are available if needed and can be addressed in the form of a change order.

## Price Guarantee

Due to the volatility in markets affecting material costs across all product lines we can only guarantee material costs for 30 days unless otherwise specified. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal.

## Lead Time Disclaimer

At the time of this proposal the expected lead time is up to 90 days from the date of purchase and is subject to change. Delivery times are only estimates and will be confirmed once a purchase order can be made with the manufacturer.

## Project Pricing

Below is the pricing for the Fortinet-based network refresh and professional services based on 3 YR licensing and support.

City of South Gate
Edge Switch Refresh
Estimate 001, Ver. 002 - CMAS Contract # 3

CATEGORY SUMMARY

VRN-120919-002

| | | Material | Labor | Total |
|---|---|---|---|---|
| **SWITCHING HARDWARE** | | 91,923.77 | 1,809.15 | 93,732.92 |
| **ARUBA FOUNDATION CARE SUPPORT (3YR)** | | 4,097.37 | 0.00 | 4,097.37 |
| **ARUBA CENTRAL LICENSING (3YR)** | | 18,842.83 | 1,093.19 | 19,936.02 |
| **PROFESSIONAL SERVICES** | | 0.00 | 46,722.14 | 46,722.14 |
| | PROJECT SUB-TOTAL | 114,863.97 | 49,624.48 | 164,488.45 |
| | SALES TAX | | | 11,773.56 |
| | PROJECT TOTAL | | | 176,262.01 |

## Additional Services and Resource Rates

For additional deployments, hours are available for subsequent feature additions, changes, and troubleshooting.

With this option, VectorUSA provides "time and materials" post-installation services and support. The standard support package includes access to the VectorUSA Help Desk during normal business hours, and 24/7 emergency assistance for critical issues. At the client's request, VectorUSA will also handle manufacturer alerts directly for manufacturer warranties that include monitoring.

- Solutions Architect Services — $260.00/hour (discounted from $300 std rate)
- Network Engineering Services — $150.00/hour
- Communications Technician — $75.00/hour

Minimum service increments for services billed on a Time and Materials basis are as follows:

- Remote Assistance Service Appointment: — 120 Minute Minimum
- Onsite Service Appointment — 1 Day Minimum

Any work that is added to or deleted from the original scope of this proposal and which alters the original costs or completion date must be agreed upon by both parties in the form of a written charge order.

The client must provide five working days' advance notice of any factor that will delay this project or Vector will issue a work stoppage change order. Additionally, idle time incurred by Vector due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed with a written change order.

## Warranty

VectorUSA provides, for all work completed under this contract our Vector USA warranty. This warranty coverers all workmanship for a period of one year unless specifically extended in writing as part of this agreement.

While this agreement extends the manufacturer's warranty for all items installed that warranty does not include labor required to replace, return, remove, install, or configure those items. If a product or item requires replacement under the manufacturer's warranty VectorUSA will provide the labor to replace that item on a time & material basis. Materials covered under that warranty will be provided under the warranty, if any additional supporting materials are required that are not covered, they would be billed.

Please note that RMA's typically require the product to be returned in the original packaging. It is recommended that packaging be retained if possible.

This warranty does not include any damages or cost related to unforeseen environmental evens including but not limited to fire, water, rodents, construction, abuse, or misuse. VectorUSA can address and repair issues of this nature through a service request at an additional cost. If VectorUSA responds to a warranty request and upon arriving on site or at any time during that warranty call determines that the issue is related to an uncovered event or condition work will stop and the client shall be notified. If the client authorizes the repairs the warranty call will be converted to a service call and billed accordingly

## Maintenance and Managed Services

### Maintenance Services

VectorUSA offers a full complement of proactive maintenance services to ensure the systems and software within this proposal are kept in a healthy and available state throughout the systems lifecycle. VectorUSA maintenance services can be created on a customized basis to ensure the right level of care matches the client's business objectives and budgeting. Maintenance services are fulfilled by VectorUSA's Service Center, backed by a full complement of Systems Technicians, Application Specialists and Network Engineers.

Maintenance Services are typically packaged into offerings based on expected lifecycle maintenance tasks or in a looser Time and Materials basis. All maintenance services provided by VectorUSA include priority queueing and 24x7 phone and email support lines, with maintenance tasks receiving proactive, flexible, and predictable scheduling.

### Managed Services

VectorUSA provides enterprise-level IT managed services over a nationwide footprint via our (2) U.S. based Network Operations Centers (NOC)s and best-in-class services partnerships.

VectorUSA employs a ITIL-based services portfolio grouped into (3) tiers of packages based on business criticality for each individual system. VectorUSA managed services alleviate the stress on organizations to maintain a fully staffed 24x7 IT support structure, even when the pace of their business operates in a non-stop environment.

By empowering their organizations with VectorUSA managed services, our clients can make data-driven decisions to synchronize technology with their business objectives. Our full complement of core infrastructure managed services is able to support a heterogenous and hybrid IT footprint across geographies.

In addition to its core infrastructure services, VectorUSA manages client programs providing organizations with a single point of contact for its user helpdesk, endpoint & desktop services, and cybersecurity operational services partnerships.

## Terms & Conditions

**Assumptions and Exclusions:** The above-stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and will be treated as one inclusive document.

**Scope of Services:** VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge outlined in this agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the installation, repair, or other service is completed. The charges and all other charges payable to VectorUSA under this agreement are exclusive of federal, state, or local tax, other than a tax on net income now or hereafter in effect or applicable to any payment due under this agreement or the Customer's equipment. The Customer shall file all necessary tax returns and pay all such taxes.

**Access:** Customer agrees to maintain, where required, a full-time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. The Customer agrees to allow VectorUSA employees or subcontractors access to its facilities to perform services under this agreement. The Customer agrees to allow VectorUSA access to the covered equipment. The Customer agrees to allow VectorUSA to load any necessary management software onto their systems and/or install a Vector-owned device on the Customer network as required. The Customer agrees to furnish VectorUSA with Administrator-level password access for all covered equipment and servers, where necessary. VectorUSA agrees not to prevent the Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance or repair the equipment, and as a result, further repair by VectorUSA is required to restore the equipment to good operating condition, such repair will be made at rates for additional onsite service established in this agreement.

**Excusable Delays:** VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide complete and appropriate access to the covered equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

**Limited Warranty:** VectorUSA warrants to the Customer that the material, analysis, data, programs, and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Exclusions:** THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered

equipment at their discretion and expense. The Customer is responsible for ensuring all software the Customer uses is appropriately licensed.

**Limitation of Liability:** The Customer acknowledges and agrees that VectorUSA shall not be held liable for any special, incidental, indirect, or consequential damages arising from the contractual agreement. This includes but is not limited to, loss of profit or liability to third parties, regardless of whether such damages are caused by VectorUSA's acts, negligence, or other factors.

The Customer acknowledges that the equipment may contain memories or other devices with accumulated data. Regardless of the cause, VectorUSA shall not be held liable to the Customer for any loss or inaccuracy of such data. Furthermore, VectorUSA disclaims liability for any failure to copy data from previously installed sources or hardware.

VectorUSA's liability on any claim of loss or liability arising out of or connected with this agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this agreement. In no event shall VectorUSA's liability for any services under this agreement exceed $25,000. VectorUSA will not be held responsible and/or liable for damages, monetary or otherwise, by Customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment downtime, and loss of or corruption to data) arising out of or relating to any portion of this agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

**Software and Operating System Errors:** This Agreement is limited to services specifically defined in this Agreement. It is the Customer's responsibility to ensure that all of its files are adequately backed up, and all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. VectorUSA is not liable for defects or "bugs" in software, for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

**Applicable Law:** This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the equipment in the equipment.
Either party may terminate this agreement at any time for failure of the other to comply with any of its Terms and Conditions. VectorUSA shall reimburse the Customer for mutually agreed upon amounts paid in advance, prorated to the effective termination date. The Customer represents that they are the equipment owner subject to this agreement, or if not the owner; they have the authority to enter into the agreement.

**Scope of Agreement:** If the scope of any of the provisions of the agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**Indemnification:** Both the Customer and VectorUSA agree to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this agreement.

**Confidentiality, Publication, and Non-Compete:** VectorUSA and the Customer agree that all information identified by the other as "Confidential" and/or "Proprietary," or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential information includes but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing, and customers not generally known in the business in which the entity has been, is, or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of this Agreement's term, VectorUSA shall instruct its agents to whom Confidential Information was disclosed pursuant hereto continue to treat it as confidential and preserve the confidentiality of all Confidential Information received from the Customer.
Neither VectorUSA nor Customer shall directly or indirectly solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the agreement.

**Assignment:** This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This agreement may be altered or modified in writing, signed by the parties hereto.

**Prevailing Wage:** Unless expressly stated in the scope of work, VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed, or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be addressed in the form of a written change order.

**Sales Tax:** Sales Tax shall be calculated and billed based on the effective tax rates at the invoice date.

**Payment and Termination:** All payments are due net 30 from the invoice date. VectorUSA reserves the right to stop work or delay delivery of services and/or products for failure by Customer to pay within the terms of this agreement. VectorUSA reserves the right to immediately deem this contract in default and terminate it if the payment is delinquent for more than thirty (30) days. If Customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges, and/or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

**Contract:** Unless otherwise agreed upon in writing, this contract will be executed as a fixed-price contract.

## Signature & Acceptance

**Acceptance of Order:** This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

| | | |
|---|---|---|
| Material Total | $ | 114,863.97 |
| Labor Total | $ | 49,624.48 |
| Tax Total | $ | 11,773.56 |
| **Proposal Total** | **$** | **176,262.01** |

Accepted and approved for:

City of South Gate
8650 California Ave
South Gate, CA 90280

VectorUSA
20917 Higgins Court
Torrance, CA 90501

(Date)

(Printed Name)

(Printed Title)

(Signature)

(Date)

(Printed Name)

(Printed Title)

(Signature)

**Agreement between the City of South Gate and VectorUSA**

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

**CITY OF SOUTH GATE:**

By: _____
Gil Hurtado, Mayor

Dated: _____

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: DRAFT _____
Raul F. Salinas, City Attorney

**VectorUSA:**

By: _____
David Zukerman, President and CFO

Dated: _____

# Item No. 13

Office of the
South Gate City Clerk

MAY 20 2024

FILED 5:30pm

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**
Originating Department: **Administrative Services**

***Department Director:*** *Wendy O'Kelly* ***City Manager:*** *Rob Houston*

**SUBJECT: DECLARING CERTAIN ITEMS AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL THROUGH AUCTION**

**PURPOSE:** To authorize staff to dispose of surplus property at auction.

**RECOMMENDED ACTION:** The City Council will consider declaring various vehicles and equipment listed in Attachment A as surplus property and authorizing the sale of these items at auction.

**FISCAL IMPACT:** It is estimated that the auction of these surplus items will generate approximately $26,000 in revenue which will be deposited in the General Fund.

**ANALYSIS:** The vehicles and equipment have become a significant and on-going maintenance problem therefore Staff no longer considers them to be usable.

**BACKGROUND:** The City uses U.S. Auction Services to quickly sell surplus property and equipment through auction that would otherwise depreciate and be exposed to the elements as they sit idle.

- Attachment A: Includes 13 vehicles and 4 pieces of equipment that are unusable due to mechanical and/or are uneconomical to repair.

Once the items are declared as surplus property, U.S. Auction Services handles the entire disposal process through auction. U.S. Auction Services was selected to conduct this sale as they have offered the City the best terms and service. The auction will be held at 1687 Bon View, Ontario, CA 91761 on June 8, 2024. Additionally, the auction will be available online at www.usauctions.net. This sale will be advertised in local newspapers, the Los Angeles Times, the Orange County Register, brochures and on the Internet.

**ATTACHMENT:** A. VEHICLES AND EQUIPMENT

# SURPLUS ITEM NO. 1

UNIT NUMBER: 102

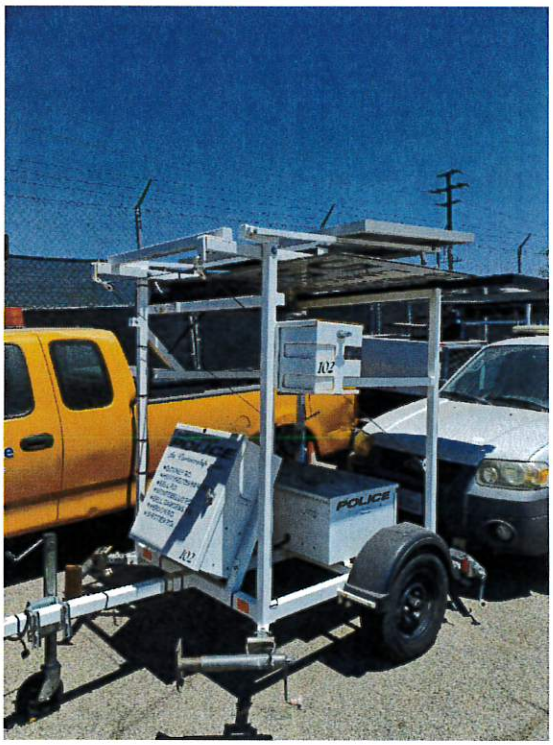
DIVISION: POLICE

YEAR: 2012

MODEL: SPEED TRAILER

MILEAGE: N/A

NOTES: REPLACED DUE TO AGE



# SURPLUS ITEM NO. 2

UNIT NUMBER: 103

DIVISION: POLICE

YEAR: 2012

MODEL: SPEED TRAILER

MILEAGE: N/A

NOTES: REPLACED DUE TO AGE



# SURPLUS ITEM NO. 3

UNIT NUMBER: 120

DIVISION: POLICE

YEAR: 1981

MAKE: GMC

MODEL: ARMOR TRUCK

VIN: 1GDJ7D1F2BV599009

MILEAGE: 56,889

NOTE: FAIR CONDITION



# SURPLUS ITEM NO. 4

UNIT NUMBER: 162

DIVISION: POLICE

YEAR: 2013

MAKE: FORD

MODEL: FLEX

VIN: 2FMGK5B87DBD20733

MILEAGE: 37,908

NOTES: REPLACED DUE TO AGE



# SURPLUS ITEM NO. 5

UNIT NUMBER: 198

DIVISION: POLICE

YEAR: 2015

MAKE: FORD

MODEL: EXPLORER

VIN: 1FM5K8AR0FGB51931

MILEAGE: 112,467

NOTES: DAMAGED IN ACCIDENT. REPAIRS WERE QUOTED ABOVE 20K



# SURPLUS ITEM NO. 6

UNIT NUMBER: 203

DIVISION: PW-STREETS AND SEWERS

YEAR: 2001

MAKE: FORD

MODEL: F650

VIN: 3FDWF65863MB01521

MILEAGE: 33,066

NOTES: REMOVED FROM SERVICE DUE TO UNSAFE ELECTRICAL SYSTEM



# SURPLUS ITEM NO. 7

UNIT NUMBER: 207

DIVISION: PW-STREETS AND SEWERS

YEAR: 2006

MAKE: FORD

MODEL: F350

VIN: 1FTWX30Y56EB20014

MILEAGE: 86,000

NOTES: FAILED ENGINE CONTROL MODULE AND CANNOT FIND REPLACEMENT COMPUTER FROM FORD OR OTHER CERTIFIED DEALER



# SURPLUS ITEM NO. 8

UNIT NUMBER: 240

DIVISION: PW-STREETS

YEAR: 2000

MAKE: INTERNATIONAL

MODEL: 4900

VIN: 1HTSDAAR8YH225623

MILEAGE: 73,989

NOTES: REPLACED DUE TO AGE AND DIESEL



# SURPLUS ITEM NO. 9

UNIT NUMBER: 244

DIVISION: PW-STREETS

YEAR: 1993

MAKE: ASPHALT ROLLER

MODEL: RD880

MILEAGE: N/A

NOTES: NO LONGER IN USE



# SURPLUS ITEM NO. 10

UNIT NUMBER: 282

DIVISION: PW-STREETS AND SEWERS

YEAR: 1985

MAKE: FORD

MODEL: F700

VIN: 1FDNK74N2FVA38997

MILEAGE: 50,016

NOTES: REMOVED DUE TO THE FLEET MASTER PLAN



# SURPLUS ITEM NO. 11

UNIT NUMBER: 329

DIVISION: PW-STREETS AND SEWERS

YEAR: 1985

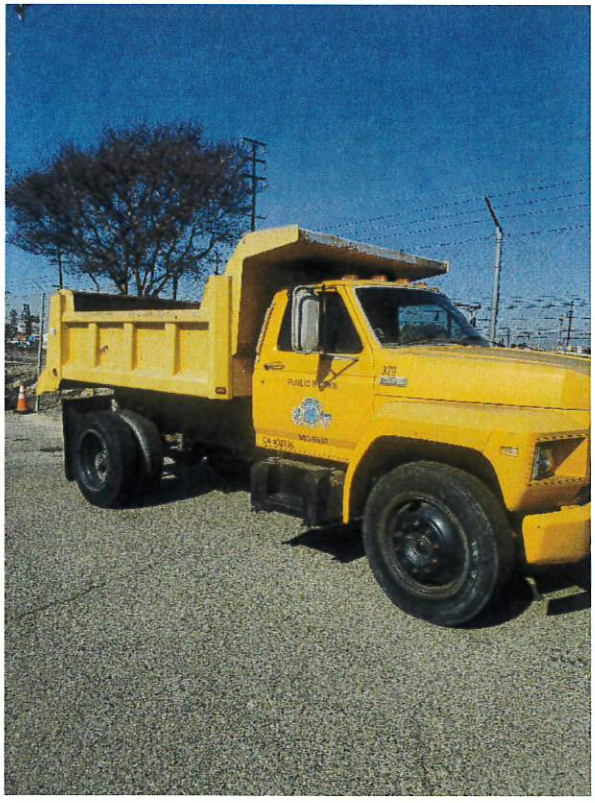
MAKE: FORD

MODEL: F700

VIN: 1FDNK74N8FVA38999

MILEAGE: 26,757

NOTES: REMOVED DUE TO THE FLEET MASTER PLAN.



# SURPLUS ITEM NO. 12

UNIT NUMBER: 359

DIVISION: PW - WATER

YEAR: 1985

MAKE: GMC

MODEL:7000

VIN:1GDL7N1G1KV517028

MILEAGE: 12,715

NOTES: NO LONGER IN USE AND CANNOT BE CERTIFIED DUE TO NEEDED REPAIRS.



# SURPLUS ITEM NO. 13

UNIT NUMBER: 447

DIVISION: POLICE

YEAR: 2002

MAKE: CHEVROLET

MODEL: TAHOE

VIN: 1GNEK13T82R292482

MILEAGE: 137,100

NOTES: REPLACED DUE TO AGE



# SURPLUS ITEM NO. 14

UNIT NUMBER: 655

DIVISION: PW-GENERAL MAINTENANCE

YEAR: 1999

MAKE: FORD

MODEL: F150

VIN: 1FTRF17W6XKB91881

MILEAGE: 147,540

NOTES: REPLACED DUE TO AGE



# SURPLUS ITEM NO. 15

UNIT NUMBER: 660

DIVISION: PW-GENERAL MAINTENANCE

YEAR: 1985

MAKE: FORD

MODEL: ECONOLINE

VIN:1FTGS24N7HHB57581

MILEAGE: 18,143

NOTES: REPLACED DUE TO AGE



# SURPLUS ITEM NO. 16

UNIT NUMBER: 663

DIVISION: PW-GENERAL MAINTENANCE

YEAR: 1999

MAKE: FORD

MODEL: F450

VIN: 1FDXF4652XEB27693

MILEAGE: 116,012

NOTES: REPLACED DUE TO AGE



# SURPLUS ITEM NO. 17

UNIT NUMBER: ST205

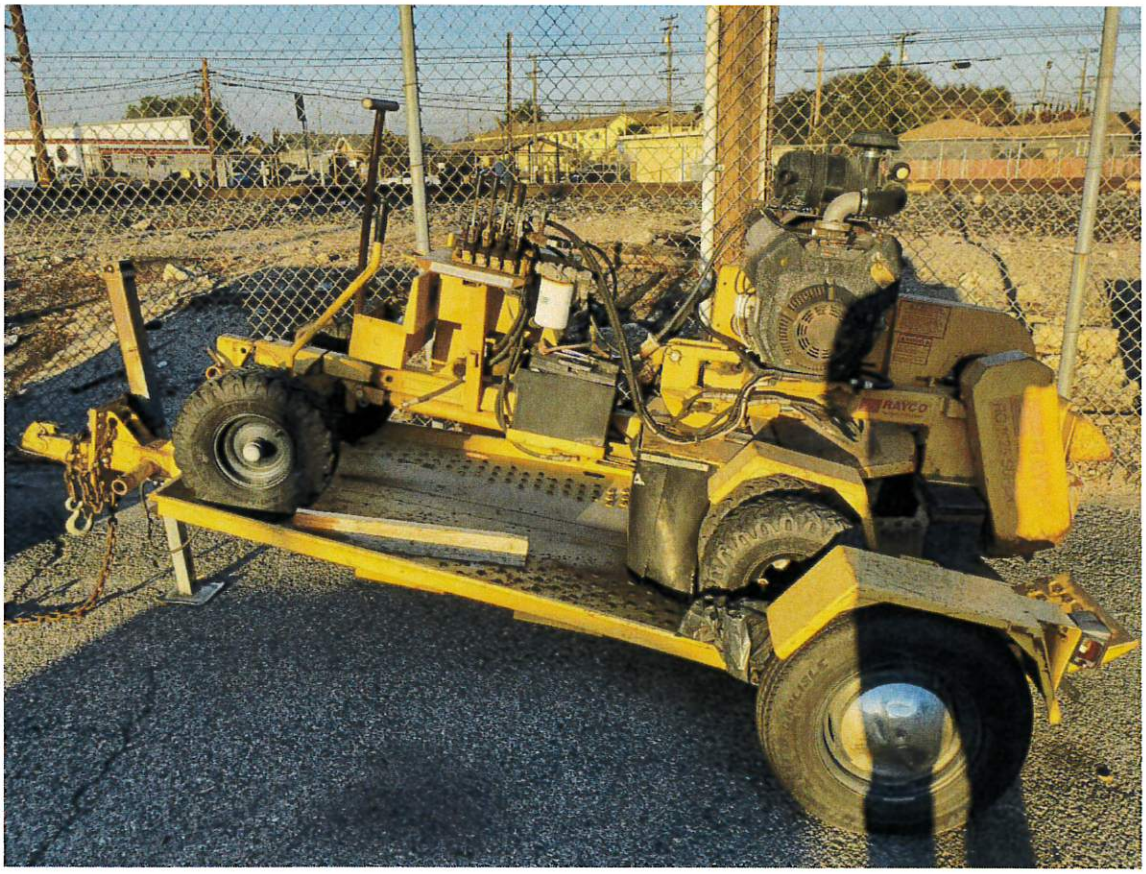
DIVISION: PW-STREETS

MAKE: RAYCO

MODEL: TREE STUMP GRINDER

MILEAGE: N/A

NOTES: REPLACED DUE TO AGE



# Item No. 14

Office of the
South Gate City Clerk

MAY 14 2024

FILED

# *City of South Gate*

CITY COUNCIL

# AGENDA BILL

*For the Regular Meeting of:* **May 28, 2024**

Originating Department: **Office of the City Clerk**

*City Clerk:* _____ *City Manager:* _____

*Yodit Glaze* *Rob Houston*

**SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES**

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

**RECOMMENDED ACTION:** The City Council will consider:

a. Approving the Special and Regular Meeting minutes of April 9, 2024; and
b. Approving the Special and Regular Meeting minutes of April 23, 2024.

**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, APRIL 9, 2024

| | |
|---|---|
| CALL TO ORDER | Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:30 p.m. |
| ROLL CALL | Yodit Glaze, City Clerk |
| PRESENT | Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston |
| EXCUSED/ABSENT | Council Member Maria del Pilar Avalos |
| LATE | City Attorney Raul F. Salinas arrived at 5:32 p.m. |
| 1 CERTIFICATES | The City Council presented Certificates of Appreciation to the participants of the Baker to Vegas Challenge Cup Relay. |
| 2 CERTIFICATES | The City Council acknowledged staff efforts made to successfully respond to the City water meter challenge over the last 6 months. |
| 3 PROCLAMATIONS | The City issued a Proclamation declaring the month of April 2024. as Fair Housing Month. |
| 4 PROCLAMATIONS | The City Council issued a Proclamation declaring the month of April 2024, as DMV/Donate Life Month. |
| 5 PROCLAMATIONS | The City Council issued a Proclamation declaring the month of April 20, 2024, as the 19th Annual Earth Day Celebration. |
| CLOSED SESSION | The Council Members recessed into Closed Session at 6:06 p.m. and reconvened at 6:44 p.m. with four (4) Members of Council present. Council Member Avalos was excused and did not participate. City Attorney Salinas reported the following: |

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
   Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C

a. Maria Guadalupe Morales v. City of South Gate
b. Ines Lopez v. City of South Gate
c. In Re Enrique Moreno v. City of South Gate

Item 1(a) is a claim alleged trip on a city street. The city has denied responsibility for that, and the matter is scheduled to go to trial on April 19th. There is no reportable action taken on that item.

Item 1(b) is a city claim of an injury resulting from a car vehicle owned by the City of South Gate. The city received a report by the City Attorney and city staff in connection with that matter and on a motion made by the Council Member Barron and seconded by Vice Mayor Davila and on a vote of 4-0, the city council approved a settlement. The amount of the settlement is subject to review and approval by the city's Independent Cities Risk Management Authority (ICRMA) and disclosure of settlement amount will be made in conjunction with the Brown Act.

On item 1(c), the city received a claim for injuries caused to Mr. Moreno who was involved in a pedestrian vs. motor vehicle accident. The city was not involved in or drove any vehicles. On a motion made by Mayor Hurtado and seconded by Vice Mayor Davila and on a vote of 4-0, the city council moved to deny that claim.

**ADJOURNMENT** Vice Mayor Davila adjourned the meeting at 6:46 p.m. and seconded by Mayor Hurtado.

**PASSED** and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

# CITY OF SOUTH GATE
# REGULAR CITY COUNCIL MEETING
# MINUTES
# TUESDAY, APRIL 9, 2024

**CALL TO ORDER** Gil Hurtado, Mayor called a Regular City Council Meeting to order at 6:46 p.m.

**INVOCATION** Pastor Maria Moscoso, Faith and Hope Lutheran Church

**PLEDGE OF ALLEGIANCE:** Manuel Arana, Police Captain

**ROLL CALL** Yodit Glaze, City Clerk

**PRESENT** Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raul F. Salinas

**EXCUSED/ABSENT** Council Member Maria del Pilar Avalos

**1 COMMUNITY DEV/ HOUSING**

Following the conclusion of the Public Hearing, the City Council approved items A, B & C by motion of Council Member Barron and seconded by Council Member Rios.:

a. Resolution No. 2024-21-CC entitled Resolution of the City Council of the City of South Gate, California, receiving and approving the Fiscal Year 2024-2025 Annual Action Plan;

b. Authorized the City Manager, or designee, to submit to the U.S. Department of Housing and Urban Development the Fiscal Year 2024-2025 Annual Action Plan; and

c. Authorized the City Manager or his designee to enter into agreements with eligible subrecipient in a form acceptable to the City Attorney.

Ana explained the Annual Action Plan and the CDBG funds that will be allocated along with explanations on the programs.

Mayor Hurtado asked if anyone in the audience wished to speak on this item. Seeing no one step forward; Mayor Hurtado closed the audience portion.

1
COMMUNITY DEV/
HOUSING CONT'D

Council Member Barron asked how the application process would go.

Council Member Rios asked if anything was discussed about doing changes at Hollydale.

Vice Mayor Davila asked about the covid relief and new tenants.

**ROLL CALL:** Council Member Avalos excused; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

A resident encouraged the public and council members to visit the library for activities.

Jasmine Valencia addressed the homeless situation and provided suggestions for solutions for the homeless crisis.

Mirna Gutierrez addressed high crime rates and residents feeling unheard.

Odalis Navarro spoke on the limited access to healthcare in the community.

Liz Ruiz asked if there was an update on the sidewalk revisions happening on Long Beach Blvd. She also spoke on air quality near the area she resides.

REPORTS AND COMMENTS FROM CITY OFFICIALS

William Campana, Building Official, had nothing to report.

Steve Costley, Director of Parks and Recreation, announced the student of the year event and scholarship awards. He also announced the opening of new art exhibits.

Arturo Cervantez, Director of Public Works, spoke on the projects and who to contact regarding more information on current construction schedules.

Wendy O'Kelly, Director of Finance, spoke on the upcoming yearly budget meeting.

Jon Hamilton, Director of Human Resources, announced new positions that are open to apply.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Manuel Arana, Police Captain, spoke on the Autism Awareness event occurring at South Gate Park.

Rob Houston, City Manager, provided an update on the Car Show and the pay rates of the commissioners.

Raul F. Salinas, City Attorney, announced he will be absent as he will attend a conference.

Yodit Glaze, City Clerk, corrected that Council Member Avalos is excused and not absent. She also spoke on the CCAC Annual Conference she attended.

Jose De La Paz, City Treasurer, asked for clarification if the city is currently going to have a deficit.

Ms. O'Kelly answered that no the city is not going to face a deficit.

Council Member Barron spoke on an event that he encourages staff to attend. He also announced sports coming up.

Council Member Rios spoke on the SELA event happening on June 1st to recognize seniors going to college. He also announced a meeting occurring on April 16th on what is planned for the location change.

Vice Mayor Davila spoke on the high number of absences during the eclipse.

Mayor Hurtado met with seniors and needs that they would like. He also asked about the video equipment and when it will be installed.

Mr. Houston provided when it will be able to be installed.

**CONSENT CALENDAR**

Agenda Items 2, 3, 4, 5, 6, 7, 8, 9 and 10 are Consent Calendar Items.

Liz Ruiz, Kauffman, spoke on item 3 and any progress update as well as item 4 and when the hearing will occur for that. She asked why the company on item 5 was not held accountable for the construction and item 9 not having a sidewalk.

Claudia Rivera asked on item 2 why the agenda still states old salary for city council.

Andrea Paulino requested clarification on the monthly $1,900 for city council and if that includes other benefits they currently receive.

CONSENT CALENDAR CONT'D

Mr. Houston stated that the stipend would take effect after the election. He also explained the focus on the stipend does not include the extra allowances council members receive.

Mr. Cervantez provided updates on the sidewalk project and other current projects as well.

Agenda Items 2, 3, 4, 5, 6, 7, 8, 9 and 10 were approved by motion of Vice Mayor Davila and seconded by Council Member Barron.

**ROLL CALL:** Council Member Avalos excused; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes (was recused from voting on items 3 and 6).

2
CITY COUNCIL

The City Council adopted Ordinance No. 2024-01-CC entitled Ordinance of the City Council of the City of South Gate, California, amending Section 1.04.065.2 (Same - Compensation) of Section 1.04.065 (Salary Of Members - Purpose) of Chapter 1.04 (City Council) of Title 1 (Administration And Personnel) of the South Gate Municipal Code increasing the City Council and the City Treasurer salary levels during consent calendar.

3
STREETS/SIDEWALKS/ LANDSCAPING

The City Council made a finding and adopted Resolution No. 2024-22-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during consent calendar.

4
LICENSES & PERMITS

The City Council approved items A & B during consent calendar:

a. Resolution No. 2024-23-CC entitled Resolution of the City Council of the City of South Gate, California, declaring the City's intention to grant a ten-year franchise renewal to Tesoro SoCal Pipeline Company, LLC., to lay and use pipes, ditches, flumes, conduits and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, along, across, upon and under the public streets, ways, alleys and places, as the same now or may hereafter exist, within the City of South Gate;

b. Scheduled a Public Hearing for May 14, 2024, to consider the introduction of an Ordinance granting the proposed franchise renewal.

5
**PARKS**

The City Council approved items A, B & C during consent calendar:

a. Resolution No. 2024-24-CC entitled Resolution of the City Council of the City of South Gate, California, to terminate Contract No. 2022-84-CC between the City of South Gate and NR Development, Inc., for default effective April 9, 2024, for the Hollydale Community Park Project, City Project No. 607-PRK;

b. Directed the Mayor to execute a document in a form acceptable to the City Attorney advising NR Development, Inc., and the bonding company that the Agreement has been terminated for default; and

c. Authorized the City Manager, or his designee, to execute any related documentation in pursuit of the City's remedies against NR Development, including its bonding company in an effort to complete the Project including, but not limited to, the retention of a successor contractor.

6
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council approved items A & B during consent calendar:

a. Amendment No. 1 to Contract No. 2023-24-CC with Gannett Fleming, Inc., to provide additional construction management and inspection services for the construction of the Garfield Avenue Complete Street Improvement Project, City Project No. 564-ST, at a cost not to exceed $144,067; and

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

7
**DATA PROCESSING SERVICES**

The City Council approved items A & B during consent calendar:

a. Agreement (Contract No. 2024-31-CC) with SDI Presence LLC., to provide on-site Supplemental IT support, for one year, in the amount of $104,858; and

b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

8
WATER

The City Council approved items A, B & C during consent calendar:

a. Agreement (Contract No. 2024-32-CC) with Macro Automatics for Professional Engineering Services to implement the Supervisory Control and Data Acquisition System Upgrade, City Project No. 647-WTR, in an amount not to exceed $539,882;

b. Appropriated $225,000 in Water Funds from the unrestricted balance of the Water Fund to fully fund the SCADA Project; and

c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

9
STREETS/SIDEWALKS/
LANDSCAPING

The City Council approved items A & B during consent calendar:

a. Accepted completion of construction of the East Alameda Street Sidewalk Improvements Project, City Project No. 660-ST by Sequel Contractors, Inc., effective April 9, 2024; and

b. Directed the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

10
LAW ENFORCEMENT

The City Council approved items A & B during consent calendar:

a. Declared twenty-three (23) Police Department firearms as surplus property; and

b. Authorized the Police Department to exchange the firearms for credit from ProForce Law Enforcement through the Trade-Buy-Back Program to purchase new firearm accessories/reflex sights.

11
PERSONNEL RECRUITMENT
& SELECTION

The City Council adopted Resolution No. 2024-25-CC entitled Resolution of the City Council of the City of South Gate, California, making certain findings that allow a retired Police Captain-In-Charge to be hired for temporary, part-time employment commencing within the 180-day wait period from his retirement from the City of South Gate by motion of Mayor Hurtado and seconded by Vice Mayor Davila

Mr. Arana explained how crucial it is to have Captain Teeples come back as there is a void in recruitment for the Police Department.

11
PERSONNEL RECRUITMENT & SELECTION CONT'D

**ROLL CALL:** Council Member Avalos excused; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

12
WARRANTS

The City Council approved the Warrant Register for April 9, 2024, by motion of Vice Mayor Davila and seconded by Mayor Hurtado.

| | |
|---|---|
| Total of Checks: | $1,861,153.54 |
| Less: Voids | $ ( 1,049.76) |
| Less: Employee Payroll Deductions | $ (391,934.47) |
| Grand Total: | $1,468,169.31 |

Cancellations: 98273, 101064, 104950, 105296

**ROLL CALL:** Council Member Avalos excused; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

ADJOURNMENT

Mayor Hurtado adjourned the meeting in memory of Mary Johnson, long time South Gate resident at 8:10 p.m.

**PASSED** and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

# CITY OF SOUTH GATE
# SPECIAL CITY COUNCIL MEETING
# MINUTES
# TUESDAY, APRIL 23, 2024

**CALL TO ORDER** Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:30 p.m.

**ROLL CALL** Yodit Glaze, City Clerk

**PRESENT** Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, Special Legal Counsel Jerry Ruiz

**EXCUSED/ABSENT** City Attorney Raul F. Salinas

**1**
**CERTIFICATES** On behalf of the City Council, Mayor Gil Hurtado:

a. Presented Certificates of Appreciation to the outgoing 2023 Miss South Gate Court for serving on the court and for their dedication in representing the City; and

b. Introduced the incoming 2024 Miss South Gate Court.

**2**
**PROCLAMATIONS** The City Council issued a Proclamation declaring May 7, 2024, as National Teacher Appreciation Day, and May 6 - 10, 2024, as National Teacher Appreciation Week.

**3**
**PROCLAMATIONS** The City Council issued a Proclamation declaring the month of May 2024, as Older Americans Month.

**4**
**PROCLAMATIONS** The City Council issued a Proclamation declaring the week of May 12 - 18, 2024, as National Police Week.

**5**
**PROCLAMATIONS** The City Council issued a Proclamation declaring May 6 - 12, 2024, as National Nurses Week.

**6**
**PERSONNEL RECRUITMENT & SELECTION** The City Council unanimously received and filed the list of new and promoted full-time employees hired or promoted during March 2024.

**7**
**PROCLAMATIONS** The City Council issued a Proclamation declaring the month of May 5 - 11, 2024, as the 55th Annual Professional Clerks Week.

**CLOSED SESSION:** The Council Members recessed into Closed Session at 6:24 p.m. and reconvened at 7:05 p.m. with all Members of Council present. Special City Counsel Ruiz reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(d)(2)

   One (1) - Potential Case

On item 1, discussion was had, but no reportable action was taken.

2. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6

| | |
|---|---|
| Agency Representation: | Rob Houston, City Manager |
| Unrepresented Employees: | Top Management/Department Directors<br>Hourly Employees |
| Employee Organizations: | SGMEA, SGPMMA, SGDMA, SGPMA, SGPOA |

On item 2, discussion was had, guidance given but no reportable action taken.

**ADJOURNMENT** Vice Mayor Davila unanimously adjourned the meeting at 7:06 p.m. and seconded by Mayor Hurtado.

**PASSED** and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

# CITY OF SOUTH GATE
# REGULAR CITY COUNCIL MEETING
# MINUTES
# TUESDAY, APRIL 23, 2024

**CALL TO ORDER** Gil Hurtado, Mayor called a Regular City Council Meeting to order at 6:46 p.m.

**INVOCATION** Steve Costley, Director of Parks and Recreation

**PLEDGE OF ALLEGIANCE:** Giselle Hernandez, Marketing & Community Engagement Manager

**ROLL CALL** Yodit Glaze, City Clerk

**PRESENT** Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, Special Legal Counsel Jerry Ruiz

**EXCUSED/ABSENT** City Attorney Raul F. Salinas

**COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS**

Amy, Library manager, announced events coming up at the Leland Library on Tweedy.

Omar Pichardo, Field Organizer, requested for a resolution of expanding the San Gabriel Mountains.

Email: Mario Dominguez spoke on a past statement from the Amazon facility on Rayo and how they would create parking. He would like an update of when that will be completed and the location of the parking space.

Email: Claudia Rivera asked how much of property taxes paid in the city go into the city.

**REPORTS AND COMMENTS FROM CITY OFFICIALS**

Arturo Cervantez, Director of Public Works, provided an update on the CIP of the Tweedy Mile Project and Water main replacement project.

Giselle Hernandez, Marketing and Community Engagement Manager, provided a video to show the Earth Day event that occurred.

Steve Costley, Director of Parks and Recreation, announced a secondary Earth Day event and Baseball opening Day. He also provided information on Wi-Fi access in the Parks.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Meredith Elguira, Director of Community Development, responded to a prior question regarding the Amazon parking access and provided the location: 9208 Atlantic Ave. and is currently under construction with no date of completion yet.

Wendy O'Kelly, Director of Finance, extended gratitude for the acknowledgement of the Customer Service department. She responded to the question regarding property taxes and stated 6.15% is what is the current percentage.

Jon Hamilton, Director of Human Resources, announced new job openings available.

Darren Arawaka, Chief of Police, went over the Autism Awareness event that occurred at the park and how much the community enjoyed it. He also spoke on the Press Conference of a homicide that occurred in September 2023.

Rob Houston, City Manager, informed the public about the Instagram page and how to stay up to date with events.

Jose De La Paz, City Treasurer, had nothing to report and thanked the IT department for the new video installations.

Yodit Glaze, City Clerk, had nothing to report.

Council Member Avalos attended the swearing in of a new council member in the city of Bell. She also attended the Southeast Water Coalition Board and explained what the meeting entailed.

Council Member Barron directed a question to Mr. Cervantez on the completion of the street resurfacing project. He also spoke on a few meetings he attended in ELAC and LA USD with Council Member Rios. He went over the Earth Day event he attended with his daughter. Also announced that registration is still open for the 5K event at the South Gate Park and the Zela Kiwanis Banquet in Huntington Park. He also highlighted some students in South Gate.

Mr. Cervantez provided the update on the construction.

Council Member Rios expressed how he enjoyed the Earth Day event. He encourages the public to try to recycle and help decrease the amount of trash in the ocean. He also went over Do enrollment for students to be able to receive college credit in High School.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Vice Mayor Davila attended the Stanford Elementary School Career Day. She also spoke on appointing a Parks and Recreation Commissioner. She also went over the Earth Day event and thanked the Public Works Department.

Mayor Hurtado went over the events he attended. He spoke on the lack of communication from commissioners and the community. He requested information on Southern Ave and the cars parked under the wire and what could be done to prevent unpermitted parking. He addressed the Homelessness situation and asked Mr. Houston to provide a brief update on a court ruling.

Mr. Houston responded by stating that the parking is not owned by the city and limited by certain powers and parking is not permitted there. He stated that the court ruling was that no city can move a homeless encampment without providing proper shelter first.

**DEVIATE FROM THE AGENDA**

At this time, there being no objections, Mayor Hurtado stated that item 10 would be considered out of its regular agenda order.

**10**
**CITY COUNCIL**

The City Council unanimously received and filed an update and demonstration of the new City of South Gate mobile application ("app") by motion of Council Member Avalos and seconded by Council Member Barron.

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

Chris Castillo, Water Division Manager, explained the new features for the app that will be available to residents.

Ms. Hernandez demonstrated how to download and navigate the app through an iPhone and it is the same process through android and google phone.

Liz Ruiz, Kauffman Ave, commended the city for creating more features on the app as she was an avid user of the former app. She provided feedback of being able to contact SEAACA and ability to report air quality issues.

Council Member Barron asked what the process looks like when the status is set to "process" on the app.

10

CITY COUNCIL CONT'D

Council Member Rios thanked the department for the app. He asked if there will be a staff capacity to withstand the demand for the requests. He also asked for the cost of the app and to maintain it.

Council Member Avalos thanked the team for the service this app will provide for the community and other features that could be useful.

CONSENT CALENDAR

Agenda Items 1, 2, 3, 4, 5, 6, 7, 8, and 9 are Consent Calendar Items.

Liz Ruiz, Kauffman Ave, spoke on item 3 with the issue of the oil pipeline and her concerns. She also spoke on the dangers of the crosswalks.

Email: Mario Dominguez commented on item 3 and asked council members to include a provision to the contract of the pipeline that there be funds from them to create the splashpad at Hollydale Park. On item 7, to make it mandatory to have a traffic analysis report before making decisions on projects.

Mr. Cervantez explained that some of the issues mentioned have no correlation with each other. He also explained item does not specify crosswalks and stated that traffic reports are required now when undergoing new projects.

Mayor Hurtado asked if Mr. Houston can clarify some questions a resident had.

Mr. Houston provided an explanation on the process of beginning a project.

Council Member Avalos asked how much money the city has received in the past 10 years that we've had this franchise agreement.

Mr. Cervantez provided some of the costs and examples but will get more information to further provide that.

Agenda Items 1, 2, 3, 4, 5, 6, 7, 8, and 9 were approved by motion of Vice Mayor Davila and seconded by Council Member Rios.

**ROLL CALL:** Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes (was recused from voting on items 1).

1
STREETS/SIDEWALKS/
LANDSCAPING

The City Council made a finding and adopted Resolution No. 2024-26-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during consent calendar.

2
STREETS/SIDEWALKS/
LANDSCAPING

The City Council unanimously approved items A & B during consent calendar:

a. Resolution No. 2024-27-CC entitled Resolution of the City Council of the City of South Gate, California, preliminarily approving the Engineer's Report as required for the proceedings of the Fiscal Year 2024/25 Annual Levy and Collection of Assessments for the Street Lighting and Landscape Maintenance District No. 1; and

b. Resolution No. 2024-28-CC entitled Resolution of the City Council of the City of South Gate, California, declaring the City's intention to levy and collect assessments under the Fiscal Year 2024/25 Annual Levy and Collection of Assessments within the Street Lighting and Landscape Maintenance District No. 1 and setting a Public Hearing for May 28, 2024.

3
LICENSES & PERMITS

The City Council unanimously approved items A & B during consent calendar:

a. Resolution No. 2024-29-CC entitled Resolution of the City Council of the City of South Gate declaring the City's intention to grant a ten (10) year franchise renewal to Pacific Pipeline System, LLC., to lay and use pipes, ditches, flumes, conduits and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, along, across, upon and under the public streets, ways, alleys and places, as the same now or may hereafter exist, within the City of South Gate;

b. The schedule of a Public Hearing for May 28, 2024, to consider the introduction of an Ordinance granting the proposed franchise renewal.

4
PERSONNEL RECRUITMENT & SELECTION

The City Council unanimously adopted Resolution No. 2024-30-CC entitled Resolution of the City Council of the City of South Gate, California, amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) by taking the following actions during consent calendar:

1. The reclassification of one full-time Housing Specialist position in the Community Development Department to one full-time Housing Assistant position;

2. The classification specification for the full-time position of Housing Assistant; and

3. Directed staff to update the Consolidated Salary Pay Table for the City of South Gate by adding the full-time position of Housing Assistant at Pay Grade 518 ($4,505 - $5,476 monthly), a Non-Exempt Classification assigned to the Municipal Employees Association ("MEA").

5
PERSONNEL RECRUITMENT & SELECTION

The City Council unanimously adopted Resolution No. 2024-31-CC entitled Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve the following actions during consent calendar:

1. Reclassified the Transportation Planning Manager position in the Parks and Recreation Department to Transit Services Coordinator;

2. Updated the classification specification for the position of Transit Services Coordinator; and

3. Directed staff to update the Consolidated Salary Pay Table by adding the Transit Services Coordinator title, pay grade, and pay range (Pay Grade 512, $4,332 to $5,265 per month).

6
PERSONNEL ADMIN

The City Council unanimously adopted Resolution No. 2024-32-CC entitled Resolution of the City Council of the City of South Gate, California, amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve updates to the job classification specifications for the positions of Equipment Operator, Water Meter Reader I, and Water Meter Reader II in the Department of Public Works during consent calendar.

7
PARKING & TRAFFIC

The City Council unanimously adopted Resolution No. 2024-33-CC entitled Resolution of the City Council of the City of South Gate, California, adopting the latest version of the "Los Angeles County Public Works Transportation Impacts Analysis Guidelines" as its Traffic Manual to set engineering policies, procedures, and traffic engineering practices to assist in applying the laws contained in Title 8 (Traffic),of Chapter 8.02 (General Provisions), of Section 8.02.020 (Traffic Manual) in the South Gate Municipal Code and in the California Vehicle Code for the review of development and transportation projects during consent calendar.

8
PARKING & TRAFFIC

The City Council unanimously approved items A, B & C during consent calendar:

a. Cooperative Agreement (Contract No. 2024-35-CC) with the City of Downey to participate in the implementation of the Uncontrolled Marked School/Pedestrian Crosswalk Safety Enhancement Project, CIP No. 22-10 ("Project") necessary to make pedestrian safety improvements at two uncontrolled marked school/pedestrian crosswalks located on Gardendale Street, at no cost to the City; and

b. Appropriated $10,000 in Proposition C Funds to fund the City's administrative costs; and

c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

9
MINUTES

The City Council unanimously approved items A, B & C during consent calendar:

a. The Special and Regular Meeting minutes of March 12, 2024;

b. The Special and Regular Meeting minutes of March 26, 2024; and

c. The Special Meeting minutes of March 28, 2024.

RECESS

City Council recessed at 9:01 p.m., and reconvened at 9:07 p.m., with all Members of Council present.

11
CITY COUNCIL APPOINTMENTS

The City Council unanimously received and filed a report on the City Council appointed Commission and Committee stipend rates, determining whether a review of any of the stipend levels should be conducted and returning at a later date with the survey results by motion of Mayor Hurtado and seconded by Council Member Barron.

Mr. Houston provided the current commission rates for appointed commissioners.

Mayor Hurtado stated some commissioners sacrifice family time or taking care of their children in order to attend meetings.

Council Member Avalos stated in support of increasing stipend rates as an incentive for commissioners to attend meetings.

Council Member Barron questioned the commitment of the commissioners for their absence and feels the commissioners should be surveyed to see what the issue is.

Council Member Rios said he feels the increase will not make a difference on why commissioners are not attending the meetings.

Vice Mayor Davila echoed Council Member Barron's statements.

Ms. Elguira explained how far ahead the commissioners are informed for the upcoming meeting.

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

12
WARRANTS

The City Council unanimously approved the Warrant Register for April 23, 2024, by motion of Vice Mayor Davila and seconded by Mayor Hurtado.

| | |
|---|---|
| Total of Checks: | $5,794,004.16 |
| Less: Voids | $ (1,563.89) |
| Less: Employee Payroll Deductions | $ (408,879.85) |
| Grand Total: | $5,383,560.42 |

Cancellations: 101446, 102563, 103002, 3373, 3460

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

**ADJOURNMENT** Council Member Avalos unanimously adjourned the meeting in memory of Ivan Leonardo Torres at 9:33 p.m. and seconded by Mayor Hurtado.

**PASSED** and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

Office of the
South Gate City Clerk

MAY 22 2024

FILED 4:15pm

# *City of South Gate* Item No. 15

CITY COUNCIL

# AGENDA BILL

*For the Regular Meeting of:* ***May 28, 2024***

*Originating Department:* ***Police***

*Department Director:* Darren Arakawa *City Manager:* Rob Houston

**SUBJECT: ANNUAL MILITARY EQUIPMENT REPORT PER ASSEMBLY BILL NO. 481 AND SOUTH GATE MUNICIPAL CODE 1.39.101 (MILITARY EQUIPMENT POLICY)**

**PURPOSE:** To receive and file the Annual Military Equipment Report and renew South Gate Municipal Code 1.39.010 (Military Equipment Policy).

**RECOMMENDED ACTIONS:** The City Council will consider:

a. Receiving and filing the Annual Military Equipment Report;
b. Finding this matter to be exempt under CEQA per Section 15061 (b)(3) of CEQA Guidelines; and
c. Renewing South Gate Municipal Code 1.39.010 (Military Equipment Policy).

**NOTICING REQUIREMENT:** A notice was posted on the South Gate Police Department website along with the Annual Report and a statement indicating the matter would be considered by the South Gate City Council at the June 11, 2024, Regular City Council meeting.

**FISCAL IMPACT:** There is no fiscal impact.

**ANALYSIS:** On September 30, 2021, Assembly Bill 481 (AB 481) required law enforcement agencies to adopt a Military Equipment Use Policy ("Policy"), by ordinance, no later than May 1, 2022. The City complied with AB 481 and adopted South Gate Municipal Code Section l.39.010.

AB 481 also requires law enforcement agencies to submit to the City Council an Annual Military Equipment Report ("Report") on the use of the equipment, any complaint(s) or concern(s) regarding the use of the equipment, results of any internal audits on the use of the equipment, the annual costs of tile equipment, the quantity possessed by the agency and the intention to purchase additional equipment in the following year.

**BACKGROUND:** The South Gate Police Department has a positive and meaningful relationship with the community and strives to continue this relationship with the use of its military equipment. It is the goal of the South Gate Police Department to safeguard the public's welfare, safety, civil rights and civil liberties. The military equipment used by the South Gate Police Department is necessary since there is no reasonable alternative that can achieve the same objective of officer and civilian safety. Attached is a report summarizing the use of military equipment by the South Gate Police Department in the 2023 calendar year along with South Gate Municipal Code 1.39.010 (Military Equipment Policy).

Per Government 7072, the South Gate Police Department's 2022 Annual Military Equipment Report has been posted on the South Gate Police Department's website and will remain publicly available as long as

the military equipment is still available for use.

**ATTACHMENTS**: A. Military Equipment Annual Report
B. South Gate Police Department Policy 709, Military Equipment.
C. Ordinance No. 2202-04-CC
D. South Gate Municipal Code 1.39.010 (Military Use Policy)

**South Gate Police Department**

**To:** Chief of Police Darren Arakawa
**From:** Lieutenant Sam Brown
**Date:** Sunday, May 19, 2024
**Re:** Military Equipment Annual Report

## Summary:

AB 481 was authored by Assemblymember David Chiu (D-San Francisco) to address the funding, acquisition, and use of Military Equipment by law enforcement agencies. The Assembly Bill creates transparency, oversight, and accountability in the acquisition and use of police equipment which qualifies as Military Equipment. On September 30, 2021, Governor Newsom signed AB 481 into law. From AB 481, Government Code 7071 was adopted which stated that the South Gate Police Department must adopt a Military Equipment Policy and have it approved by the City Council. The South Gate Police Department's Military Equipment Policy 709 was adopted by City Council on May 10, 2022. Per Government Code 7072 an annual report on military equipment must be made available to the public.

## 2023 Military Equipment Annual Report:

The following are summaries of the deployments of military equipment during the 2023 calendar year:

On January 20, 2023, officers went in pursuit of a possible DUI driver. The driver later fled on foot from officers. The suspect broke into the sleeping quarters of a business located on the 4300 block of Firestone Blvd and assaulted the occupant inside. A police K-9 was used to apprehend the suspect. The suspect punched the K-9 and a 40mm exact impact round was deployed on the suspect. The suspect was then taken into custody. Crime Report # 23-00651

On March 2, 2023, officers responded to the 5200 block of Katella Rd reference a 9-1-1 call stating that reporting person just shot his father and was going to shoot his mother and brother before killing himself. The MRAP armored vehicle was deployed for possible victim rescue and officer safety. It was later determined that the 9-1-1 call was a hoax and there were no injured parties. Crime Report # 23-02105

On March 31, 2023, officers utilized a drone to conduct a surveillance and aid in apprehending a sexual abuse suspect near Peach St and Josephine St, in the City of Lynwood. The suspect was arrested without incident. Crime Report # 23-02953

On April 2, 2023, officers responded to the 8400 block of Virgina Avenue regarding a call that a suspect pointed a handgun at a victim, and the two were fighting over the gun. The MRAP armored vehicle was deployed for possible victim rescue and officer safety. Upon arrival, the suspect came out and surrendered to police officers. Crime Report # 23-03159

On August 22, 2023, officers responded to the 4500 block of Ardine St regarding a call stating that a subject was acting erratic and walking down the street, while swing a knife in the air. When officers contacted the subject, he started to charge at the officers with a butcher knife, ignoring the officer's orders to drop the knife. The subject was struck with drag stabilized 12-gauge bean bag rounds and taken into custody. Crime Report # 23-08091

The South Gate Police Department did not receive any formal complaints or concerns regarding the use of military equipment in the 2023 calendar year.

The South Gate Police Department did not have any violations of the Military Equipment Policy 709 for the 2023 calendar year.

The following are the expenditures for the 2023 calendar year for military equipment:

| | |
|---|---|
| 40MM EXACT IMPACT SPONGE ROUND | $1,716.05 |
| (4) 40MM TACTICAL SINGLE SHOT LAUNCHER | $5,042.48 |
| DUTY AMMUNITION | $3,034.26 |
| TRAINING AMMUNITION | $40,323.29 |
| (1) LOKI MK2 DRONE | $13,834.20 |
| (1) DJI MAVIC DRONE | $8,065.90 |
| (9) SIG MPX RIFLES WITH SUPPRESSORS | $22,612.79 |

The following are the quantities of military equipment possessed by the South Gate Police Department at the end of the 2023 calendar:

- Quantity: 1 MRAP Armored Vehicle (International Chassis)
- Quantity: 1 iRobot Sam Gripper
- Quantity: 8 Defense Technology 40MM Single Shot Launcher
- Quantity: 90 Defense Technology 40MM Exact Impact Sponge Rounds
- Quantity: 12 Defense Technology 40MM Direct Impact OC Rounds
- Quantity: 33 Defense Technology 40MM Direct Impact CS Rounds
- Quantity: 69 Defense Technology 40MM CS Ferret Rounds
- Quantity: 30 Remington 870 Less Lethal Shotguns
- Quantity: 500 Defense Technology drag stabilized 12-gauge bean bag rounds
- Quantity: 9 Defense Technology noise-light diversionary device bodies and 38 reloads
- Quantity: 54 Heckler and Koch 416 patrol rifles

- Quantity: 10 Sig Sauer MCX rifles
- Quantity: 9 Sig Sauer MPX rifles
- Quantity: 19 Sig Sauer suppressors
- Quantity: (6,000 to 15,000) 223 Caliber/5.56 Winchester Ranger T-Series 64 gr.
- Quantity: (7,000 to 15,000) 9mm Luger Winchester Ranger T-Series 147 gr.
- Quantity: (4,000 to 10,000) .40 Smith and Wesson Winchester Ranger T-Series 180gr.
- Quantity: (3,000 to 8,000) .45 Automatic Winchester T-Series 230gr.
- Quantity: 26 Defense Technology Spede-heat CS
- Quantity: 23 Defense Technology Flameless Tri-Chamber CS
- Quantity: 10 Defense Technology Flameless Tri-Chamber OC grenade
- Quantity: 21 Defense Technology OC Vapor Aerosol Grenade
- Quantity: 3 DJI Mavic Drones
- Quantity: 2 Loki MK2 combo indoor drones

The South Gate Police Department tentatively plans on buying the following military equipment for the 2024 calendar year:

1. (10) Sig Sauer MCX patrol rifles with suppressors
2. (1) Windshield for MRAP (Repair)
3. (20) 40MM Defense Technology exact impact rounds
4. (10) 40MM Defense Technology direct impact CS rounds
5. (10) 40MM Defense Technology CS ferret rounds
6. (50) Defense Technology drag stabilized 12-gauge bean bag rounds
7. (10) Defense Technology noise-light diversionary device bodies and (30) reloads
8. (10,000 rounds) Duty Ammunition
9. (60,000 rounds) Training Ammunition
10. (1) DJI Mavic Indoor Drone

# Military Equipment

## 709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). With the adoption of this policy by the South Gate City Council, it has been determined that no other reasonable alternative exists that can achieve same objective of officer and civilian safety; It is most cost-effective method to achieve officer and civilian safety; and it is will safe guard the public's welfare, civil rights, safety and civil liberties.

### 709.1.1 DEFINITIONS

Definitions along with descriptions contained within this policy are consistent with those stated in Government Code § 7070.

## 709.2 POLICY

It is the policy of the South Gate Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

## 709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Policewill designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the South Gate City Council.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of South Gate Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

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### 709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department.

**Armored Vehicles (MRAP, Mine-resistant ambush-protected):** Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

- Quantity: 1 MRAP Armored Vehicle (International Chassis)
- Expected Life Span: 10 years. Dependent on operational usage and wear.
- Fiscal Impact:
  - Initial cost: $0, obtained from the 1033 Program
  - Annual maintenance cost: Approximately $3,000 per year.
- Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
- Authorized Use and Training: The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training. All operators must have a California Class B driver's license, including attending a commercial driver license training course. Operators will periodically train with the MRAP in departmental SWAT training exercises.
- Manufacture Description: There is no public manufacture description for this vehicle.

**Robots:** Unmanned machine operating on the ground utilized to enhance the safety to the community and officers.

- Quantity: 1 iRobot Sam Gripper
- Expected Life Span: 5 years. Dependent on operational usage and wear.
- Fiscal Impact:
  - Initial cost: $0, obtained from the 1033 Program.
  - Annual maintenance cost: As needed depending on use and wear.
- Purpose: To be used to remotely gain visual data, deliver phone, open doors, disrupt packages, and clear buildings
- Authorized Use and Training: Only assigned SWAT operators who have completed the required in-house training shall be permitted to operate the robots. Use is established by the SWAT Commander and or Incident Commander. Operators will periodically train with the iRobot in departmental SWAT training exercises.
- Manufacture Description: There is no public manufacture description for this robot.

**40 mm Launchers and Rounds:** 40 mm Launchers are utilized by department personnel as a less lethal tool to launch impact rounds or to deploy chemical agents.

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*Defense Technology 40MM Single Shot Launcher*, is a tactical single shot launcher which will launch a 40MM less lethal round or deliver chemical agents.

- Quantity: 8
- Expected Life Span: Life span varies on operational usage and wear.
- Fiscal Impact:
  - Initial cost: $900 each
  - Annual maintenance cost: As needed based on operational usage and wear.
- Manufacture Description: The Defense Technology 40LMTS is a tactical 40mm single shot launcher that features an expandable stock and an adjustable Integrated Front Grip (IFG) with a light rail. The Ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length. This weapon is NOT designed to fire 40mm High Velocity HE ammunition. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

*Defense Technology 40MM Exact Impact Sponge,* is a less lethal 40mm lightweight plastic and foam projectile fired from a 40mm launcher.

- Quantity: 95
- Expected Life Span: Single use, with the ability to be reloaded. 10 plus years shelf life.
- Fiscal Impact:
  - Initial cost: $18 each
  - Annual maintenance cost: As needed to replenish rounds used for incidents or training.
- Manufacture Description:The 40mm eXact iMpact™ Sponge Round has evolved from the design of the 40mm XM1006 projectile, developed by the US Army Research Laboratory. This lightweight, high-speed projectile incorporates a plastic body and a foam (sponge) nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant and has velocities that are extremely consistent. The 40mm eXact iMpact™ Sponge Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where maximum deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject. In many municipalities, these are being selected for both tactical call outs and as an available option for patrol. The 40mm eXact iMpact™ Sponge Round is intended for direct fire deployment. The operator should be adequately trained in the use of Less Lethal Impact Munitions and have a thorough understanding of the round and considerations for selecting shot placement such as level of threat, target distance, size and clothing. The 40mm eXact iMpact™ Sponge Round will prove most successful for incapacitation when used within its optimal energy range of approximately 5 – 40 meters, although it may be used in situations from 1.5 – 50 meters. The optimal zone offers the necessary energy and accuracy to target the large muscle groups of the buttocks, thigh, and

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even the knees of the subject. These areas provide sufficient pain stimulus, while greatly reducing serious or life-threatening injuries. The 40mm eXact iMpact™ Sponge Round can also be deployed in crowd control situations to protect the riot line, cover or enhance chemical munitions, or targeting specific agitators and organizers of the crowd. When used in this fashion, it is primarily both a psychological deterrent and physiological distraction serving as a pain compliance device to either get the crowd or subject moving or keeping them at a designated distance.

*Defense Technology 40MM Direct Impact OC* is a is a less lethal 40mm lightweight plastic and crushable foam projectile fired from a single 40mm launcher. It delivers OC irritant upon impact.

- Quantity: 25
- Expected Life Span: Single use. 5-year shelf life.
- Fiscal Impact:
  - Initial cost: $30 each
  - Annual maintenance cost: As needed to replenish rounds used for incidents or training.
- Manufacture Description:The 40mm Direct Impact® Round has evolved from Defense Technology® design of the eXact iMpact™. This lightweight, high-speed projectile consists of a plastic body and a crushable foam nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The rounds utilize smokeless powder as the propellant and have velocities that are extremely consistent. The 40mm Direct Impact® Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC or CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The 40mm Direct Impact® Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject at longer distances. The 40mm Direct Impact® Round is intended for direct fire deployment. The operator should be adequately trained in the use of Less Lethal Impact Munitions and have a thorough understanding of the round and considerations for selecting shot placement such as level of threat, target distance, size and clothing. The 40mm Direct Impact® Round will prove most successful for incapacitation when used within their optimal energy range of approximately 5–40 meters, although it may be used in situations from 2–50 meters. Extensive testing was done on the Direct Impact® Round to ensure that the round is less-lethal when fired within the optimal energy range and at the large muscle groups of the buttocks, thigh, and knees. These areas provide sufficient pain stimulus, while greatly reducing serious or life-threatening injuries.

*Defense Technology 40MM Direct Impact CS* is a less lethal 40mm lightweight plastic and crushable foam projectile fired from a single 40mm launcher. It delivers CS irritant upon impact.

- Quantity: 25
- Expected Life Span: Single use. 5-year shelf life.

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- Fiscal Impact:
  - Initial cost: $30 each.
  - Annual maintenance cost: As needed to replenish rounds used for incidents or training.
- Manufacture Description: The 40mm Direct Impact® Round has evolved from Defense Technology® design of the eXact iMpact™. This lightweight, high-speed projectile consists of a plastic body and a crushable foam nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The rounds utilize smokeless powder as the propellant and have velocities that are extremely consistent. The 40mm Direct Impact® Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC or CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The 40mm Direct Impact® Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject at longer distances. The 40mm Direct Impact® Round is intended for direct fire deployment. The operator should be adequately trained in the use of Less Lethal Impact Munitions and have a thorough understanding of the round and considerations for selecting shot placement such as level of threat, target distance, size and clothing. The 40mm Direct Impact® Round will prove most successful for incapacitation when used within their optimal energy range of approximately 5–40 meters, although it may be used in situations from 2–50 meters. Extensive testing was done on the Direct Impact® Round to ensure that the round is less-lethal when fired within the optimal energy range and at the large muscle groups of the buttocks, thigh, and knees. These areas provide sufficient pain stimulus, while greatly reducing serious or life-threatening injuries.

*Defense Technology 40MM CS Ferret Round* is a less lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

- Quantity: 69
- Expected Life Span: Single use. 5-year shelf life.
- Fiscal Impact:
  - Initial cost; $25 each
  - Annual maintenance cost: As needed to replenish rounds used for incidents or training.
- Manufacture Description: The Ferret® 40mm Round is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood.

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Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the Ferret® 40mm is primarily used to dislodge barricaded subjects from very small, confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. The Ferret® 40mm Round is available with either liquid or powder carriers for the agent. Once delivered, powder carriers tend to keep the agent airborne longer than liquid carriers and may have more effect. Liquid carriers contain red dye to aid in shot placement. Shot placement and trajectory considerations should be based on hardness of the barrier. However, accuracy is dependent on the operator and the condition of the launcher. Velocity and barricade penetration results will vary between launchers, temperature conditioning and impact angle.

- Purpose: The purpose of the 40mm launcher and its munitions is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:
  - Self-destructive, dangerous and/or combative individuals.
  - Riot control and civil unrest incidents.
  - Circumstances where a tactical advantage can be obtained.
  - Potentially vicious animals.
  - Training exercises or approved demonstrations.
- Authorized Use and Training: Only assigned operators who have completed the required POST training shall be permitted to deploy the 40mm or the chemical agents. Officers will train and qualify with the use of the 40mm with kinetic energy munitions at least once yearly. Only SWAT operators will be allowed to deploy chemical agents with the 40mm launcher after attending a POST approved chemical agent training. SWAT officers will train with chemical agents at least once yearly. The usage of the chemical agents is governed by South Gate Police Department Policy 307.6. The use of kinetic energy weapons is governed by the South Gate Police Department Policy 307.10.

**Less Lethal Shotgun:** The less lethal shotgun is a 12-gauge shotgun that has been designated by an orange stock to be used to deploy the less lethal 12-gauge drag stabilized bean bag round.

*Remington 870 Less Lethal Shotgun i*s a 12-gauge shotgun used to deploy the Defense Technology drag stabilized 12-gauge bean bag round.

- Quantity: 30 Remington 870 Less Lethal Shotguns
- Expected Life Span: 25 years.
- Fiscal Impact:
  - Initial cost; $946 each
  - Annual maintenance cost: $50 per shotgun

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- Manufacture Description: An ideal 12-gauge utility gun featuring an 18 1/2" fixed Cylinder choke barrel, single front bead sight or fixed rifle sight, non-glare matte finish, and choice of 5-shot or 7-shot capacities. The Model 870 Synthetic Tactical is an excellent choice as a permanent camp shotgun or as the foundation for your own personalized design. America's best-selling shotgun for over 50 years, the Model 870's dependability is legendary. The receiver is milled from a solid billet of steel for strength and durability, and the twin action bars ensure smooth, reliable non-binding action. Its solid, dependable action makes it America's favorite, and our continual upgrades make it the most advanced, well-rounded family of pump shotguns around. Along with continually evolving designs, this shotgun's superiority is a matter of rugged dependability, great pointing characteristics and versatility. In fact, the Model 870™ has been the standard for slide-action performance for more than 60 years.
    - 12 gauge, 18 1/2" barrel with bead-sight or fixed rifle sights
    - Standard finish on barrel and receiver
    - Shoots both 2 3/4 and 3" shells

*Defense Technology drag stabilized 12-gauge bean bag round is a less lethal round which is effective in the 20 to 50 feet range.*

- Quantity: 500
- Expected Life Span: 5 years
- Fiscal Impact:
    - Initial cost: $5 each
    - Annual maintenance cost: As needed to replenish rounds used for incidents or training.
- Manufacture Description: The 12-Gauge Drag Stabilized™ Round is comprised of a translucent 12-Gauge shell loaded with a 40-gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four (4) stabilizing tails. The 12-Gauge Drag Stabilized™ Round utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized™ Round has secured its place as the Law Enforcement Communities' number one choice for Specialty Impact Munitions to be used as a dynamic, high energy, single target round for incapacitation or the distraction of a non-compliant, aggressive subject. It has been successfully used against a broad range of individuals from fleeing subjects to "suicide by cop" situations. The 12-Gauge Drag Stabilized™ Round is intended to be direct fired. The operator should be adequately trained in the use of Less Lethal Impact Munitions and have a thorough understanding of the round and considerations for selecting shot placement such as level of threat, target distance, size, and clothing. It is recommended that these rounds should only be used in a cylinder bore shotgun with no choke. The 12-Gauge Drag Stabilized™ Round proves most successful in incapacitation when used within its effective range of approximately 20 to 50 feet. These ranges offer the necessary energy and accuracy to target the large muscle groups of the buttocks, thigh and even the knees of the subject. These areas provide sufficient pain stimulus and affect the mobility of the subject while significantly minimizing serious or life-

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threatening injuries. Statistics show that subjects are rarely incapacitated after only one deployment. Most encounters require two to three shots placed on the subject. It is extremely critical to deploy an accurate round, such as the 12-Gauge DS, in order to place these multiple shots in areas where pain might be maximized, while serious injuries are minimized. It is the need for accuracy that led to the deployment of the drag stabilized design. The 12-Gauge Drag Stabilized™ Round can also be deployed in crowd control situations to protect the riot line, cover or enhance chemical munitions, or target specific agitators and organizers of the crowd. When used in this fashion, it is primarily both a psychological deterrent and physiological distraction serving as a pain compliance device to either get the crowd (or subject) moving or keeping them at a designated distance.

- Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:
  - Self-destructive, dangerous and/or combative individuals.
  - Riot/crowd control and civil unrest incidents.
  - Circumstances where a tactical advantage can be obtained.
  - Potentially vicious animals.
  - Training exercises or approved demonstrations.
- Authorized use and Training: All officers have been trained by POST certified Instructors in the use of 12 gauge less lethal shotgun as a less lethal option by in-service training. Officers will train and qualify with the use of the 40mm with kinetic energy munitions at least once yearly. The use of kinetic energy weapons is governed by the South Gate Police Department Policy 307.10.

**Noise-Light Diversionary Device:** A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

- Quantity; 9 Defense Technology bodies, 58 reloads
- Expected Life Span: Single use with the ability to be reloaded. 5-year shelf life.
- Fiscal Impact:
  - Initial cost; $52
  - Annual maintenance cost: As needed to replenish devices used for incidents and training.
- Manufacture Description: The 12-Gram Low Roll™ Reloadable Distraction Device® utilizes an M201A1 type fuze with Hex design steel body. This Low Roll Distraction Device Body is designed to reduce rolling, fit in tactical pockets easily and deliver the safest and most effective stimuli in the industry. The Distraction Device unit should only be deployed in areas that have been visually observed to be clear of potential hazards. It is recommended that the immediate area for deployment be visually affirmed to be

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clear of personnel and that the device is delivered so that the ports are free from obstruction. If the bottom port is obstructed by an object or wall, the device body may move. The cleared area for deployment should be 5 - 6 feet around which the device is expected to come to rest.

- Purpose: To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
- Authorized Use and Training: Diversionary Devices shall only be used by officers who have been trained in their proper use by POST certified instructors. This training is conducted in the 80-hour POST approved SWAT Operator School. SWAT officers will train in the deployment of the device in in-house SWAT training exercises.

**Specialized Firearms and Ammunition:**

*Patrol Rifle* : A rifle that fires a 5.56 mm or .223 caliber cartridge. The South Gate Police Department utilizes two-barrel lengths, an approximate 14-inch barrel and an approximate 10-inch barrel. The 10-inch short-barreled rifle allows a trained officer better control inside of structures. Both weapons allow the officer to have greater accuracy than a handgun.

- Quantity: 54 Heckler and Koch 416 patrol rifles
- Expected Life Span: 10 year. Dependent on operational usage and wear.
- Fiscal Impact;
  - Initial cost: $1,800 each
  - Annual maintenance cost: $50 per rifle
- Manufacture Description:The HK416 is a 5.56x45mm magazine fed lightweight auto rifle available in multiple barrel lengths that is gas operated via short stroke gas piston system for enhanced reliability built on the common M4/M16/AR15 s M4/M16/AR15 style platform. Often discussed as the multi-role style platform.
- Quantity: 10 Sig Sauer MCX
- Expected Life Span: 10 years. Dependent on operational usage and wear.
- Fiscal Impact:
  - Initial cost: $1,600 each
  - Annual maintenance cost: $50 per rifle
- Manufacturer Description:The SIG MCX is a magazine fed, gas operated rifle in 5.56x45mm NATO caliber. The SIG MCX fires from a rotating locking closed bolt. The SIG MCX is available in semi-automatic and select fire rifle variants, as well as a pistol version. The operating system is a short stroke piston system enabling optimum function under adverse conditions. The MCX is fitted with an aluminum handguard which provides MIL-STD 1913 rail at the 12-clock position. There are multiple M-LOK™ mounting interfaces for accessories at the 3, 6 and 9 clock positions. There

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are several sling attachment points provided. SIG offers the MCX with a variety of stock configurations making the MCX adaptable to any shooter. Stock variants include folding, folding telescopic, collapsible, and a light weight folding option. The SIG MCX Pistol is fitted with the SIG SAUER Pistol Stabilizing Brace.

*Patrol Rifle Suppressor:* A patrol rifle suppressor is designed to reduce the decibel level of the rifle to protect the hearing of the user and anyone near the use of the rifle

- Quantity: 10 Sig Sauer suppressors
- Expected Life Span: 10 years. Dependent on operational usage and wear.
- Fiscal Impact:
  - Initial cost: $800 each
  - Annual maintenance cost: Accounted for in the rifle maintenance cost.
- Manufacture Description: The next generation of suppressor technology has arrived. The SLX series of rifle suppressors from SIG SAUER was born out of today's military requirements and is designed to deliver cutting edge performance. The new Clutch-LOK QD mounting system is easy to use, repeatable, and extremely durable. The crossflow baffle design delivers an entirely new shooting experience while reducing harmful toxic gases to the user, allowing gases to expand and cool at a faster rate than the traditional baffle design, while minimizing increase in bolt speed.

*9MM Submachinegun:* A 9MM submachinegun, which is compact in size, allows a trained officer better control inside of structures with greater accuracy than a handgun.

- Quantity: 8 Heckler and Koch MP5
- Expected Life Span: 10 Years. Dependent on operational usage and wear.
- Fiscal Impact:
  - Initial cost: $1,000 each
  - Annual maintenance cost: $50 per submachinegun
- Manufacture Description: Developed by Heckler & Koch in the mid-1960s, the 9 mm MP5 submachine gun uses the same delayed blowback operating system found on the famous HK G3 automatic rifle. Reliability, accuracy, ease of handling, simple maintenance, and safety — all the elements of HK excellence are highlighted on the MP5. Firing from the closed-bolt position in all modes of fire make MP5 submachine guns extremely accurate and controllable. All HK MP5 models are manufactured using time-tested Heckler & Koch technological invocation and superior materials. Barrels are made using cold hammer forging, a process pioneered and perfected by HK. Machined and stamped high strength steel and modern polymers make up the rest of the MP5. Continual product improvements over more than 50 years of production have kept the MP5 up-to-date and technologically current; it is firmly established as the world's pre-eminent submachine gun among military and law enforcement users.

*Ammunition* :.223 Caliber/5.56mm rifle rounds, 9mm Luger,.40 Smith and Wesson,.45 Automatic,.357 Magnum, and.38 Special, handgun rounds: The South Gate Police Department

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utilizes only new, commercially produced ammunition. Full Metal Jacket bullets are used specifically for range practice which also reduces fouling in the firearm. Duty ammunition is a specially designed hollow-point tip to have controlled expansion to limit over penetration. The South Gate Police Department's authorized duty ammo is as follows:

223 Caliber/5.56

- Quantity: 6,000 to 15,000 Winchester Ranger T-Series 64 gr.
- Expected Life Span: Single use. No expiration.
- Fiscal Impact: $545 per 1,000 rounds

9mm Luger

- Quantity: 7,000 to 15,000 Winchester Ranger T-Series 147 gr.
- Expected Life Span: Single use. No expiration.
- Fiscal Impact: $324 per 1,000 rounds

.40 Smith and Wesson

- Quantity: 4,000 to 10,000 Winchester Ranger T-Series 180gr.
- Expected Life Span: Single use. No expiration.
- Fiscal Impact: $342 per 1,000 rounds

.45 Automatic

- Quantity: 3,000 to 8,000
- Expected Life Span: Single use. No expiration.
- Fiscal Impact: $486 per 1,000 rounds
- Manufacture Description for all Winchester Ranger T-Series duty ammunition: Threat stopping performance. It's what makes Ranger® T-Series™ the trusted duty load of departments and agencies across America. The bullet's patented, segment engineered design enhances expansion, penetration, and weight retention through a variety of intervening barriers. It has superior stopping power. Outstanding penetration, expansion, and weight retention. Excellent Accuracy. Wider and stronger upset. The hollow point provides consistent expansion with Winchester's exclusive bonding technology to deliver outstanding performance through the toughest barriers. The copper alloy jacket patent reverse taper design helps lock lead core on impact. The thick jacket at the nose for improved integrity against hard barriers and increased weight retention. Thin jacket at heel for improved accuracy. The lead alloy core is for superior accuracy and improved upset performance. Segment expansion with enhanced strength and frontal area for improved stopping area.
- Authorized Used and Training: Only members that are POST certified are authorized to use a patrol rifle or a submachinegun. Prior to using a patrol rifle or a submachinegun, officers must be certified by POST instructors in the operation of the firearm. Additionally, all members that operate any patrol rifle or submachinegun are

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required to pass a range qualification quarterly. Officers will only use departmental approved duty ammunition. The use of patrol rifles in governed by the South Gate Police Department Policy 322.3.3. The use of department issued ammunition is governed by South Gate Police Department Policy 311.3.5.

**Chemical Agent Canisters:** Canisters that contain chemical agents that are released when deployed.

*Defense Technology Spede-heat CS grenade* is a high volume, continuous burn canister. It expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. The Spede-heat CS grenade is designed to be used in riot control/ civil unrest as well as tactical deployment situations by properly trained officers. The grenade is designed primarily for outdoor tactical situations and can be used only in specific indoor applications. Precautions need to be put in place to minimizing or negate the chance of fire to the structure, if deployed inside.

- Quantity: 26
- Expected Life Span: Single Use. 5-year shelf life.
- Fiscal Impact:
  - Initial cost: $25-$50 each
  - Annual maintenance cost: As needed to replenish rounds used for incidents or training.
- Manufacture Description: The Spede-Heat™ Grenade is a high volume, continuous discharge grenade available in OC, CN or CS. In the OC, CN and CS configurations, pelletized chemical agent is discharged through four (4) gas ports located on top of the canister, three (3) on the side, and one (1) on the bottom. Designed specifically for outdoor use in crowd control situations, the Spede-Heat™ Grenade is built on the old-style larger canister. It is a high-volume continuous burn device that expels its payload in approximately 20 - 40 seconds from a single source. The longer burn time may allow for throwback by individuals wearing burn protection such as a welder's mitt. The canisters may be protected from advancing individuals with the use of less lethal impact munitions. The device should be deployed utilizing wind advantage. It should NOT be deployed onto rooftops, in crawl spaces, or indoors due to its fire-producing capability. Hand throw or launch. Launching of grenades will provide deploying officers additional stand-off distances. Affords very good coverage for large outdoor areas.

*Defense Technology Flameless Tri-Chamber CS Grenade* allows the contents to burn within an internal can and disperse the CS agent safely with reduced risk of fire. This grenade will deliver its payload during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by properly trained officers. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic

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chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

- Quantity: 14
- Expected Life Span: Single use. 5-year shelf life.
- Fiscal Impact:
  - Initial cost: $25-$50 each
  - Annual maintenance cost: As needed to replenish rounds used for incidents or training.
- Manufacture Description: The Tri-Chamber Flameless Grenade is designed for indoor use. This grenade's pyrotechnic contents are burned within an internal can that is one of three in this design. The internal combustion allows the chemical-laden smoke to be released through three (3) ports on the outer canister side while safely containing any of the fire-producing properties within the two internal canisters. The fuze is shrouded to further protect surrounding materials from the possibility of fire. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The actual smoke and chemical content is minimal enough that oxygen displacement concerns and LCT is rarely reached. It is a viable option when chemical-laden powders or liquids are ineffective or inappropriate for the situation. As with all pyrotechnic carriers, contamination will be greater than that experienced with powders or liquids.

*Defense Technology Flameless Tri-Chamber OC grenade* allows the contents to burn within an internal can and disperse the Oleoresin Capsicum (OC) agent safely with reduced risk of fire. This grenade will deliver its payload during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in riot control/ civil unrest as well as tactical deployment situations by properly trained officers. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

- Quantity: 10
- Expected Life Span: Single use. 5-year shelf life.

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- Fiscal Impact:
  - Initial cost: $25-$50 each
  - Annual maintenance cost: As needed to replenish rounds used for incidents or training.
- Manufacture Description: The Tri-Chamber Flameless Grenade is designed for indoor use. This grenade's pyrotechnic contents are burned within an internal can that is one of three in this design. The internal combustion allows the chemical-laden smoke to be released through three (3) ports on the outer canister side while safely containing any of the fire-producing properties within the two internal canisters. The fuze is shrouded to further protect surrounding materials from the possibility of fire. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The actual smoke and chemical content is minimal enough that oxygen displacement concerns and LCT is rarely reached. It is a viable option when chemical-laden powders or liquids are ineffective or inappropriate for the situation. As with all pyrotechnic carriers, contamination will be greater than that experienced with powders or liquids.

*Defense Technology OC Vapor Aerosol Grenade* is designed to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, it inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic with minimal decontamination needed. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade subjects.

- Quantity: 19
- Expected Life Span: Single use. 5-year shelf life.
- Fiscal Impact:
  - Initial cost: $25-$50 each
  - Annual maintenance cost: As needed to replenish rounds used for incidents or training.
- Manufacture Description:The Defense Technology® OC Vapor Aerosol Grenade delivers a very high concentration of Oleoresin Capsicum (OC) in a powerful mist. This inflames the mucous membranes and exposed skin, resulting in an intense burning sensation. Inhalation of the OC Vapor produces an immediate respiratory effect, which resolves within minutes when the subject is removed from the affected area to fresh air. Minimal decontamination of personnel or material is required after deployment.

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The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.

- Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:
  - Self-destructive, dangerous and/or combative individuals.
  - Riot/crowd control and civil unrest incidents.
  - Circumstances where a tactical advantage can be obtained.
  - Potentially vicious animals.
  - Training exercises or approved demonstrations.
- Authorized Use and Training: Only SWAT officers who have received POST certification in the use of chemical agents are authorized to use chemical agents. SWAT officers will train with chemical agents at least once yearly. The use of chemical agents and OC spray is governed by South Gate Police Department Policy 307.6 and 307.7.

709.4.1 MILITARY EQUIPMENT INVENTORY REPLENISHMENT

When stocks of military equipment have reached low levels, been exhausted, or deemed unrepairable, the Department may replenish these items to maintain essential availability for the Department's needs and public safety. Replenishing of military equipment shall not exceed the prior amount approved by the governing body. If replenishment of military equipment occurs, the Department shall document any items replenished in the annual military equipment report. The Department shall go through the approval process for obtaining military equipment and obtain authorization from the governing body if it wishes to exceed the prior amount of military equipment approved by the governing body.

**709.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the South Gate City Council by way of an ordinance adopting the military equipment use policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment use policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the equipment at issue (Government Code § 7071). The military equipment use policy must be approved by the South Gate City Council prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

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(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment listed under Government Code § 7070,through any means not provided above.

## 709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment listed under Government Code § 7070 should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

## 709.7 ANNUAL REPORT

Upon approval of the military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the South Gate City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the equipment is available for use (Government Code § 7072). This applies to military equipment listed under Government Code § 7070.

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

## 709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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**ORDINANCE NO. 2022-04-CC**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, CREATING A NEW CHAPTER 1.39 (MILITARY EQUIPMENT POLICY), TO TITLE 1 (ADMINSITRATION AND PERSONNEL), OF THE SOUTH GATE MUNICIPAL CODE TO MAKE NECESSARY DETERMINATIONS REQUIRED BY ASSEMBLY BILL 481**

**WHEREAS**, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies;

**WHEREAS**, AB 481 seeks to provide transparency, oversight, and m opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used;

**WHEREAS**, the South Gate Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481;

**WHEREAS**, AB 481 requires that a law enforcement agency possessing and using such qualifying equipment prepare a publicly released, written, military equipment use policy document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment;

**WHEREAS**, the Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

**WHEREAS**, the City Council of the City of South Gate, having received the information required under AB 481 regarding the South Gate Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Policy as set forth herein,

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

**SECTION 1.** That a new Section 1.39.00 is added to Chapter 1 ("Military Equipment Policy") of Title I ("Administration and Personnel") of "The Code of the City of South Gate, California" to read as follows:

**Equipment Policy,**

(a) The City Council has made the following determinations:

(1) The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(2) The proposed military equipment use policy ("Policy") will safeguard the public's welfare, safety, civil rights, and civil liberties.

(3) The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any).

(4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) The Police Department has submitted a proposed Policy to the City Council and has made those documents available on the Police Department website for at least 30 days prior to the public hearing concerning the military equipment at issue.

(c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

(e) The Police Department shall submit m annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(f) The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2).

(g) The City Council approves the use of the Policy and finds that it satisfies the requirements of Government Code Section 7070(d)."

**SECTION 2.** The City Council does hereby declare that the above recitals are true and current and incorporated herein by reference. Based on these findings, the City Council determines the public health, safety, and general welfare of the City and residents can benefit by amending

the South Gate Municipal Code creating the new chapter 1.39 Military Equipment Policy to Title I of the South Gate Municipal Code.

**SECTION 3.** City Council approval of and adoption of this Ordinance are not subject to the California Environmental Quality Act (CEQA) pursuant to the Section 15060 (c)(2), constituting an activity that will not result in a directly reasonably foreseeable or indirect physical change in the environment, and pursuant to Section 15060 (c)(3) constituting an activity that is not a project as defined in Section 15378.

**SECTION 4.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof 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 adopted this Ordinance, and each and every section, subsection, subdivision, sentence, clause, or phrase thereof, not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be declared invalid or unconstitutional.

**SECTION 5.** To the extent the provisions of the South Gate Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 6.** This Ordinance shall be in full force and 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 a copy of the same to be published in a manner prescribed by law.

**PASSED, APPROVED** and **ADOPTED** this **14TH** day of **June 2022.**

**CITY OF SOUTH GATE:**

By: _____
Al Rios, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

# Chapter 1.39
# MILITARY EQUIPMENT POLICY

Sections:

**1.39.010 Military equipment policy.**

**1.39.010 Military equipment policy.**

(a) The city council has made the following determinations:

(1) The military equipment inventoried and presented to the city council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(2) The proposed military equipment use policy ("policy") will safeguard the public's welfare, safety, civil rights, and civil liberties.

(3) The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any).

(4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) The police department has submitted a proposed policy to the city council and has made those documents available on the police department website for at least thirty days prior to the public hearing concerning the military equipment at issue.

(c) The policy was considered by the city council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The policy shall be made publicly available on the police department's website for as long as the military equipment is available for use.

(e) The police department shall submit an annual military equipment report to the city council, containing the information required in Government Code Section 7072, and the city council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in subsections (a)(1) through (4) of this section.

(f) The city council shall review the ordinance codified in this chapter, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2).

(g) The city council approves the use of the policy and finds that it satisfies the requirements of Government Code Section 7070(d).

(Ord. 2022-04-CC § 1, 6-14-22)

---

The South Gate Municipal Code is current through Ordinance 2022-07-CC, passed July 26, 2022.

Disclaimer: The City Clerk's office has the official version of the South Gate Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: https://www.cityofsouthgate.org/
City Telephone: (323) 563-9500

Code Publishing Company

Office of the
South Gate City Clerk

MAY 23 2024
FILED 7:50am

**Item No. 16**

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **May 28, 2024**
Originating Department: **City Manager Office**

*City Manager:* *Rob Houston* *City Manager:* *Rob Houston*

**SUBJECT: Present City Council Strategic Goals and Priority Project List**

**PURPOSE:** To present the City Council Strategic Goals created

**RECOMMENDED ACTION:** Receive Council Strategic Goal List and review proposed priority project list designed to support the City Council Goal list. Approve Council Goals and priority project list to set 2024 priorities.

**FISCAL IMPACT:** The Council Strategic Goals and associated priority projects do not require additional funding beyond that already proposed in the upcoming 2024-25 budget.

**ANALYSIS:** The City Council directed the City Manager to organize a Strategic Planning Workshop to develop a Strategic Plan. The purpose of this effort is to provide a focus on the most important goals that the City Council has for the Community to guide City Staff in what they should focus on.

**BACKGROUND:** The City Council, City Manager, City Attorney, and Department Heads met on March 28th, 2024, at the Azelea room to hold a Strategic Planning session. This meeting was facilitated by consultant Jacob Green. Jacob Green conducted one-on-one interviews with City Council members and the City Manager prior to the workshop to help shape the agenda of the day. The workshop included a discussion on the origins of the City Council – City Manager form of government, best practices in City governance, and the importance of setting priority goals to focus organizational effort.

**Priority Goals** - By the conclusion of the workshop the Council had developed a priority goal list that contained six core goals, each with several sub points to describe the specifics of the goal. This list is attached and contains the following top six goal areas.

- Public Safety
- Fiscal Sustainability
- Infrastructure
- Community Outreach and Engagement

- Community / Economic Development and Housing
- Organizational Excellence

Over the course of the coming year the city will be ensuring these goals are top of mind and prioritized when determining how to allocate staffing resources.

**Priority Projects** - The City Manager and Department Heads reviewed the Council priority goal list and after discussion created a priority project list that creates specific projects with assigned staff and milestone deliverable dates to focus efforts and provide results. These projects are focused on furthering the goals set by the City Council. With limited staffing resources the list provides a realistic assignment of staffing resources with proposed timelines for deliverables that staff feel are achievable.

The proposed list is presented for City Council review and approval. If approved staff will work on these projects and provide updates as outlined in the attached project list. The City Manager will provide a regular update to the City Council on project progress and provide a presentation on that progress at Council meetings each quarter.

**ATTACHMENT:**

City Council Strategic Goal List for 2024/25

Proposed Priority Project List

City of South Gate™

# CITY COUNCIL GOALS

FY 2024-25



www.CityOfSouthGate.org



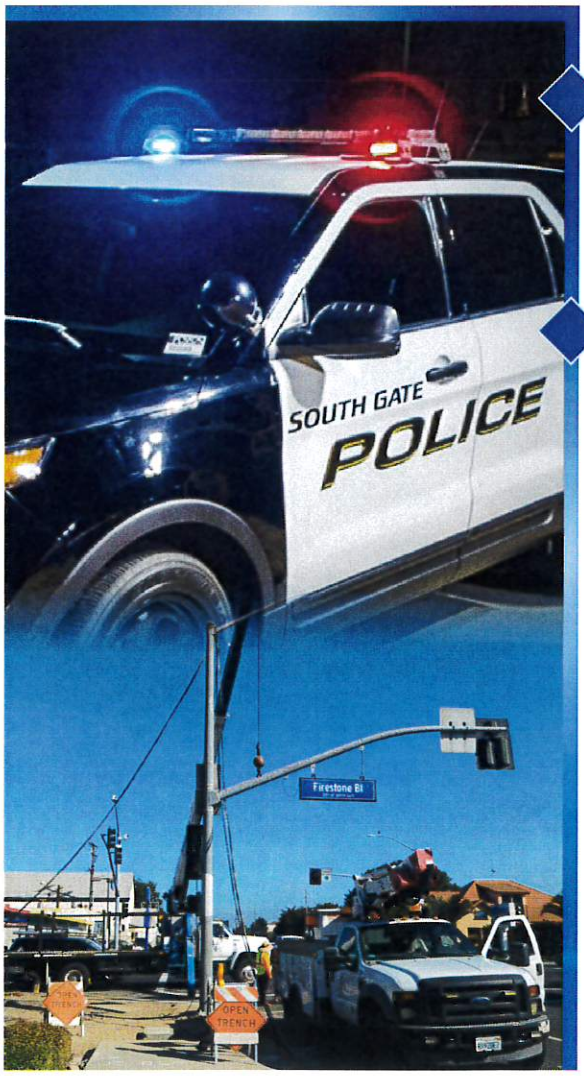


# PURPOSE

This document encapsulates the collective vision of the South Gate City Council, delineating the prioritized Goals and Objectives that will guide the City's initiatives throughout the FY 2024-25 period. It serves as a blueprint for action, highlighting the key areas of focus that will shape our future trajectory.




# GOALS




## Goal 1: Public Safety

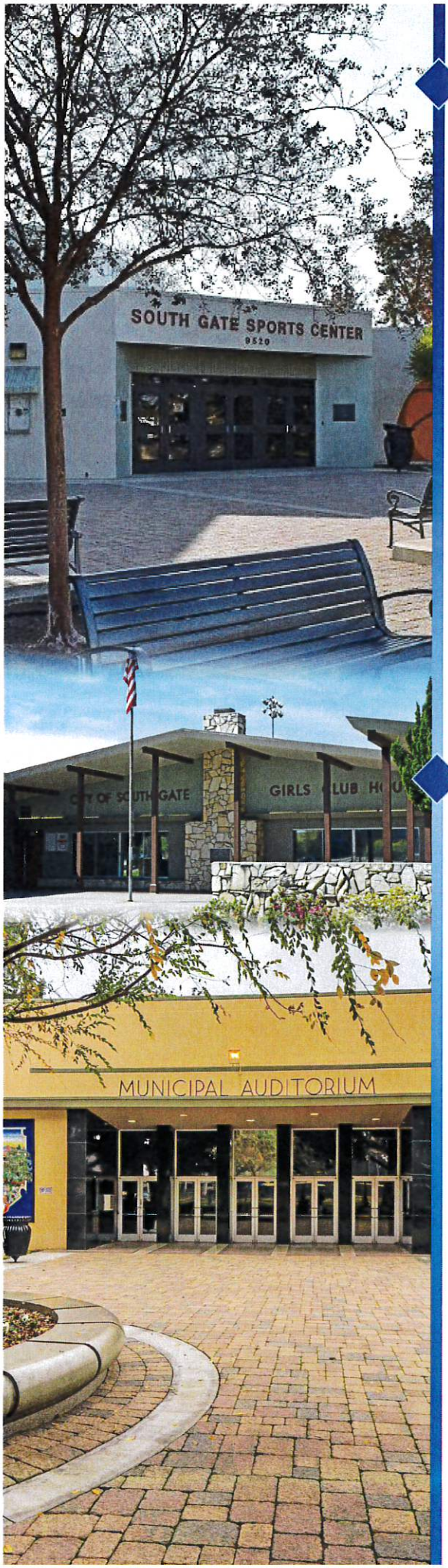
1.1 Maintain positive connections with the community.

## Goal 2: Fiscal Sustainability

2.1 Focus City efforts on creating fiscal strength, efficiency, and sustainability.

2.2 Advocate for funding for City services and capital improvement needs.

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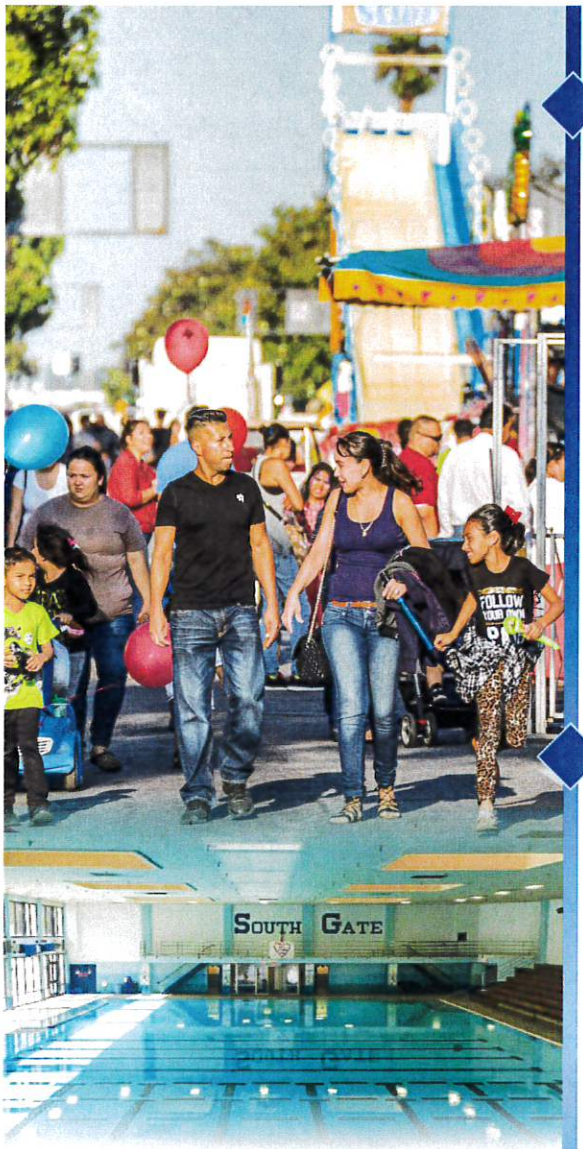


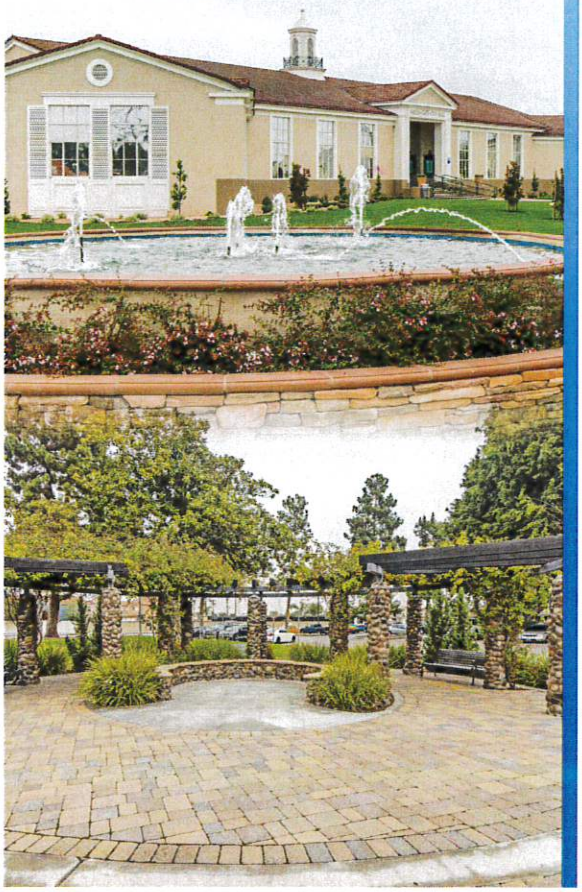

## Goal 3: Infrastructure

3.1 Improve the maintenance and modernization of City roadways.
3.2 Address City traffic challenges and signalization improvements.
3.3 Continue to monitor the completion of the Urban Orchard, a new park adjacent to the LA River.
3.4 Streamline and accelerate the engineering and development process.
3.5 Continue conversion of streetlights to new technologies (LED/Solar).
3.6 Increase public parking options (easements, permitting, Tweedy).
3.7 Support the construction and surrounding development of the East Los Angeles Community College – South Gate Campus construction and opening scheduled for 2025.

## Goal 4: Community Outreach & Engagement

4.1 Improve City's social media strategy and engagement efforts.
4.2 Enhance the City's public image and overall brand.
4.3 Continue to engage local school districts to ensure our children are receiving the best educational opportunities that will prepare them for tomorrow's challenges.
4.4 Build engagement strategies that focus on youth and seniors.
4.5 Continue to lobby federal and state legislators on bills that impact the community and oppose all efforts to reduce local control.
4.6 Work with other Southeast communities to support the SELA Cultural Arts Center Project.





## Goal 5: Community/Economic Development & Housing

5.1 Explore enforcement and beautification options for vacant land/parcels.
5.2 Explore additional opportunities to support business growth and workforce development.
5.3 Explore policies that promote the improvement of residential and commercial property.
5.4 Increase the availability of affordable housing opportunities for the community, including student and senior housing.

## Goal 6: Organizational Excellence

6.1 Invest in City workforce culture and staff professional development.
6.2 Implement recruitment and retention strategies.
6.3 Implement the City's adopted vision statement and strategic plan goals.
6.4 Streamline interdepartmental collaboration, coordination, and communication.
6.5 Support methods to improve the use of technology to improve the effectiveness and efficiency of City services.

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**2024-25 Strategic Priority Project List**

# Public Safety

**Maintain positive connections with the community.**

| Strategic Goal | Team Lead | Team Members | Detail | When |
|---|---|---|---|---|
| Collect list of all PD Community efforts for CC presentation | Darren | | Present a summary of all PD Community connection efforts | September CC meeting |
| | | | | |

# Fiscal Sustainability

**Focus City efforts on creating fiscal strength, efficiency, and sustainability.**
**Advocate for funding for city services and capital improvement needs.**

| Strategic Goal | Team Lead | Team Members | Detail | When |
|---|---|---|---|---|
| Refine 5 year forecast - Present to Council | Wendy | Rob | Revise Forecast and present at Budget Hearings | Week of June 11 |
| | | | | |
| Research and develop options to address Landscape-Lighting Deficit | Wendy | Rob, Art, Gladys | Work with Consultant to develop options to address current $1.5 Million shortfall | June - July |
| | Wendy | Rob, Art, Gladys | Present options to City Council for discussion | September |
| | | | | |
| Pursue grant funding to modernize State Street to enhance safety, expand bike and pedestrian access and fix the street. | Art | Gladis, Ashford | Submit grant applications to the Highway Safety Improvement Program and the Active Transportation Program to modernize State Street to enhance safety, expand bike and pedestrian access and address issues of deferred maintenance. | Dates pending |

# Infrastructure

**Improve the maintenance and modernization of City roadways.**
**Address City traffic challenges and signalization improvements.**
**Increase public parking options (easements, permitting, Tweedy).**
**Continue conversion of streetlights to new technologies (LED/Solar).**
**Streamline and accelerate the engineering and development process.**
**Support the construction and surrounding development of the East Los Angeles Community College - South Gate Campus Construction and opening scheduled for the 2025.**
**Continue to monitor the completion of the Urban Orchard, a new park adjacent to the LA River.**

| Strategic Goal | Team Lead | Team Members | Detail | When |
|---|---|---|---|---|
| Complete construction of Tweedy Mile Complete Streets Phase I | Arturo | | Construction bidding and issue RFP for construction management services | May to June 2024 |
| | | | Award a construction contract and a construction management contract | June 2024 CC Meeting |
| | | | Construction | July 2024 to July 2025 |
| | | | | |
| Complete construction of the Urban Orchard Project | Arturo | | Secure approvals of Post Closure Land Use Plan & Report of Findings of Phase II Work Plan from the LA County Solid Waste Division Approvals | May to August 2024 |
| | | | Complete design and construction documents. | May to June 2024 |
| | | | Complete soil import & construction of Workplan of Interim Control Measures. | May of 2024 |
| | | | Construction bidding and issue RFP for construction management services | June to July 2024 |
| | | | Award a construction contract and a construction management contract | August 2024 CC Meeting |
| | | | Construction | September to January 2025 |
| | | | | |
| Improve Development Focused Information | Art - Meredith | | Enhance information available including - Add webpage, handouts, and flow charts to provide information on the Public Works and Community Development review processes, plan check process, reivew schedules, and design standards. | November of 2024 |
| | Art - Meredith | | Community Development and Public Works review meeting to enhance the development review processes. | June through August 2024 |
| | Art - Meredith | | Review and propose implementing best practice recommendations including those provided in HDL Development Review Report | September of 2024 |
| | | | | |
| Prepare Street Light Conversion Alternatives Analysis for upgrading to LED/Solar | Art | | Complete study | May of 2024 |
| | | | Present options to City Council for discussion. | August of 2024 |

## Community Outreach & Engagement

**Build engagement strategies that focus on youth and seniors.**
**Improve City's social media strategy and engagement efforts.**
**Enhance the City's public image and overall brand.**
**Work with other Southeast communities to support the SELA Cultural Arts Center Project.**
**Continue to engage local school districts to ensure our children are receiving the best educational opportunities that will prepare them for tomorrow's challenges.**

| Strategic Goal | Team Lead | Team Members | Detail | When |
|---|---|---|---|---|
| | | | | |
| Develop Citywide Communication Calendar with City Team | Giselle | Giselle, Gerry, Leti | Develop a Citywide Communication Schedule to lay out what communication points will be developed during each week of the year. This shall combine informational pieces, event updates, recruitment, City culture posts, and educational spots on how the City works. | Calendar developed by June 2024 |
| Create Student Government Day opportunity for High School Students | Giselle | Giselle, Lety, Department Heads | Develop a Student Government Day event for high school students to participate and engage with local government employees. Students can job shadow Department Heads and participate in a mock council meeting. | Fall 2024 |
| Enhance the City's public image and overall brand | Giselle | City Staff | Implement brand standards for employees. Coordinate and plan campaigns to present information and ensure efforts are focused, consistent, recognizable, and results-driven. Purchase branded giveaways for community events. | Brand standards developed August 2024 |
| | | | | |

## Organizational Excellence

**Implement recruitment and retention strategies.**
**Streamline interdepartmental collaboration, coordination, and communication.**
**Support methods to improve the use of technology to improve the effectiveness and efficiency of city services.**
**Implement the City's adopted vision statement and strategic plan goals.**
**Invest in City workforce culture and staff professional development.**

| Strategic Goal | Team Lead | Team Members | Detail | When |
|---|---|---|---|---|
| Present List of Recommended Strategic Goals at May 28th CC meeting | Rob | DH's | Complete list and present to Public and CC | May 28th CC meeting |
| Provide Quarterly Updates at CC meetings of Strategic Goal Progress | Rob | DH's | Quarterly Update of list highlighting several Goals | Sept, Jan, April |
| | | | | |
| Research and Develop Retention Strategies | Jon | DH's | Research Retention strategies for DH review | August |
| | | | | |
| Develop expanded ERC calendar of events for City staff and implement those events | Steve | ERC | Have each ERC Representative survey their department for new programs & events. | June |
| | Steve | ERC | Firm up new calendar of events with ERC including Open House and Staff picnic | July |
| | Steve | ERC | Confirm Fiscal Year Budget with CM | June |
| | Steve | ERC | Implement ERC events with the help of each Department | All Year |
| | | | | |
| Work with CCLB for job training in Parks & other areas that lead to FT Jobs | Steve | Meredith | Implement Californians For All Grant | July |

Office of the
South Gate City Clerk

MAY 21 2024

FILED 4:30pm

# WARRANT REGISTER FOR COUNCIL MEETING 5/28/2024

PART I

apChkLst
05/08/2024 1:46:32PM

Final Check List
CITY OF SOUTH GATE



Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105754 | 5/8/2024 | 0010017 | ENTERPRISE FM TRUST | FBN5038401 | 5/3/2024 | MAY 2024 - DB LEASE ENTERPIS | 3,239.76 | |
| | Voucher: | | | FBN5038744 | 5/3/2024 | MAY 2024 - ADMINISTRATION LE | 1,203.86 | 4,443.62 |
| 105755 | 5/8/2024 | 00004934 | GAS COMPANY | 083 407 6536 4 04 | 4/22/2024 | BILLING PRD- 3/20/24-4/18/24 | 17.52 | 17.52 |
| | Voucher: | | | | | | | |
| 105756 | 5/8/2024 | 00002529 | HINDERLITER DE LLAMAS & ASS | SIN032448 | 9/30/2023 | 3RD QTR 2023(JUL-SEP)-ECONC | 16,000.00 | |
| | Voucher: | | | SIN034974 | 12/31/2023 | QTR 4 2023(OCT-DEC)-ECONOM | 4,000.00 | 20,000.00 |
| 105757 | 5/8/2024 | 00004865 | SO CALIF EDISON | 05/07/24 | 5/7/2024 | BILLING PERIOD - APRIL-MAY 20 | 78,409.12 | 78,409.12 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 102,870.26

**4 checks in this report.**

**Grand Total All Checks:** 102,870.26



Item No. 17

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105759 | 5/9/2024 | 00000437 | AFLAC | Ben330593 | 5/9/2024 | AMERICAN FAMILY LIFE INS.: PA | 325.10 | 325.10 |
| | Voucher: | | | | | | | |
| 105760 | 5/9/2024 | 00002417 | AMERICAN FIDELITY ASSURANC | Ben330583 | 5/9/2024 | AMERICAN FIDELITY (ABT): PAY | 210.32 | 210.32 |
| | Voucher: | | | | | | | |
| 105761 | 5/9/2024 | 0011469 | CALIFORNIA DENTAL NETWORK, | Ben330581 | 5/9/2024 | CALIFORNIA DENTAL NETWORK | 2,860.87 | 2,860.87 |
| | Voucher: | | | | | | | |
| 105762 | 5/9/2024 | 0012107 | CALIFORNIA STATE DISBURSEM | Ben330599 | 5/9/2024 | CA STATE DISB. UNIT: PAYMENT | 529.37 | 529.37 |
| | Voucher: | | | | | | | |
| 105763 | 5/9/2024 | 00000438 | COLONIAL INSURANCE CO. | Ben330589 | 5/9/2024 | COLONIAL INSURANCE CO: PAY | 2,371.68 | 2,371.68 |
| | Voucher: | | | | | | | |
| 105764 | 5/9/2024 | 00002138 | FRANCHISE TAX BOARD | Ben330595 | 5/9/2024 | GARNISHMENT - FRANCHISE TA | 452.23 | 452.23 |
| | Voucher: | | | | | | | |
| 105765 | 5/9/2024 | 00002421 | POLICE MANAGEMENT ASSOCIA | Ben330591 | 5/9/2024 | POLICE MANAGEMENT ASSOC. | 2,375.00 | 2,375.00 |
| | Voucher: | | | | | | | |
| 105766 | 5/9/2024 | 00000335 | POLICE OFFICERS ASSOCIATION | Ben330597 | 5/9/2024 | POLICE ASSOCIATION DUES: PA | 6,250.00 | 6,250.00 |
| | Voucher: | | | | | | | |
| 105767 | 5/9/2024 | 0011466 | PRINCIPAL LIFE INSURANCE CO. | Ben330575 | 5/9/2024 | PRINCIPAL DENTAL PPO (MISC): | 30,673.39 | 30,673.39 |
| | Voucher: | | | | | | | |
| 105768 | 5/9/2024 | 0011467 | RELIANCE STANDARD | Ben330577 | 5/9/2024 | LONG TERM DISABILITY: PAYME | 5,434.63 | 5,434.63 |
| | Voucher: | | | | | | | |
| 105769 | 5/9/2024 | 00003152 | SOUTH GATE POLICE EXPLOREF | Ben330585 | 5/9/2024 | SGPD EXPLORER YOUTH PROG | 625.00 | 625.00 |
| | Voucher: | | | | | | | |
| 105770 | 5/9/2024 | 0011468 | SUPERIOR VISION SERVICES, IN | Ben330579 | 5/9/2024 | SUPERIOR VISION MISC.: PAYME | 3,818.29 | 3,818.29 |
| | Voucher: | | | | | | | |
| 105771 | 5/9/2024 | 00000334 | UNITED WAY OF GREATER LOS A | Ben330587 | 5/9/2024 | UNITED WAY: PAYMENT | 26.00 | 26.00 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 55,951.88

**13 checks in this report.** **Grand Total All Checks:** 55,951.88

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105772 | 5/15/2024 | 00003529 | AT&T | 960-449-6558 05/2 | 5/1/2024 | BILLING PRD- MAY 2024 | 222.55 | 222.55 |
| | Voucher: | | | | | | | |
| 105773 | 5/15/2024 | 00004934 | GAS COMPANY | 130 500 9400 5 05 | 5/10/2024 | BILLING PRD- 04/09/24-05/08/24 | 145.71 | |
| | Voucher: | | | 102 000 8100 7 05 | 5/10/2024 | BILLING PRD- 04/09/24-05/08/24 | 81.52 | |
| | | | | 134 700 9400 7 05 | 5/10/2024 | BILLING PRD- 04/09/24-05/08/24 | 63.19 | |
| | | | | 132 600 9400 1 05 | 5/10/2024 | BILLING PRD- 04/10/24-05/08/24 | 42.84 | 333.26 |
| 105774 | 5/15/2024 | 00004869 | GOLDEN STATE WATER COMPAN | 73744100006 - 04/ | 5/3/2024 | BILLING PRD- 04/02/24 -05/02/24 | 266.06 | |
| | Voucher: | | | 29007447310 - 04/ | 5/6/2024 | BILLING PRD- 04/04/24 -05/06/24 | 97.96 | |
| | | | | 32809400008 - 04/ | 5/1/2024 | BILLING PRD- 04/03/24 -05/02/24 | 56.35 | 420.37 |
| 105775 | 5/15/2024 | 00004865 | SO CALIF EDISON | 05/14/24 | 5/14/2024 | BILLING PERIOD - APRIL-MAY 20 | 117,490.47 | 117,490.47 |
| | Voucher: | | | | | | | |
| 105776 | 5/15/2024 | 00001848 | VERIZON WIRELESS | 9962421240 | 4/23/2024 | ACCT# 572436405-00001 - 03/24/ | 8,125.18 | 8,125.18 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 126,591.83

**5 checks in this report.**

**Grand Total All Checks:** 126,591.83

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105777 | 5/28/2024 | 00001467 | ADMINISTRATIVE SERV. CO-OP | 240301 | 3/31/2024 | MARCH 2024 - TO PROVIDE PHC | 56,310.83 | 56,310.83 |
| | Voucher: | | | | | | | |
| 105778 | 5/28/2024 | 0011325 | ALAN'S LAWN & GARDEN CENTE | 13921 | 3/14/2024 | CARRY LARGE SUPPLY OF IRRI( | 1,500.00 | 1,500.00 |
| | Voucher: | | | | | | | |
| 105779 | 5/28/2024 | 00000185 | ALL CITY MANAGEMENT SERVIC | 92827 | 4/17/2024 | 3/31/24-4/13/24 - FY 2023-2024 CI | 29,180.79 | |
| | Voucher: | | | 92484 | 4/3/2024 | 03/17/24-03/30/24 - FY 2023-2024 | 18,168.62 | 47,349.41 |
| 105780 | 5/28/2024 | 0011577 | ALL PHASE ELECTRIC SUPPLY C | 0946-1087271 | 4/18/2024 | 71425 WIRE SHOP INVENTORY V | 606.38 | 606.38 |
| | Voucher: | | | | | | | |
| 105781 | 5/28/2024 | 0014511 | ALONSO, MARIBEL | Ref000330246 | 3/28/2024 | UB REFUND CST #00062290 - 10: | 151.69 | 151.69 |
| | Voucher: | | | | | | | |
| 105782 | 5/28/2024 | 0007290 | APW KNOX-SEEMAN | 19811982 | 4/22/2024 | AUTO PARTS FOR GARAGE SHC | 123.92 | |
| | Voucher: | | | 19811980 | 4/22/2024 | AUTO PART FOR GARAGE SHOF | 10.91 | 134.83 |
| 105783 | 5/28/2024 | 0013250 | ASCENT ENVIRONMENTAL, INC | 20220103.01-19 | 4/1/2024 | PERIOD 2/1/24-2/29/24 - PATATA E | 9,576.00 | 9,576.00 |
| | Voucher: | | | | | | | |
| 105784 | 5/28/2024 | 0006912 | ASSOCIATED SOILS ENGINEERIN | 47510 | 9/20/2023 | THROUGH SEPTEMBER 2023 - 8 | 10,830.00 | 10,830.00 |
| | Voucher: | | | | | | | |
| 105785 | 5/28/2024 | 00000201 | ATLANTIC LOCK & KEY | 000215 | 4/11/2024 | SPECIALIZED KEYS FOR THE DE | 368.71 | 368.71 |
| | Voucher: | | | | | | | |
| 105786 | 5/28/2024 | 0010585 | AUTOZONE STORES, INC. | 5488462439 | 4/25/2024 | AUTO PARTS | 250.42 | |
| | Voucher: | | | 5488433706 | 3/27/2024 | AUTO PARTS | 68.45 | |
| | | | | 5488434301 | 3/28/2024 | AUTO PARTS | 77.18 | |
| | | | | 5488452810 | 4/16/2024 | AUTO PARTS | 50.70 | |
| | | | | 5488460174 | 4/23/2024 | AUTO PARTS | 10.45 | |
| | | | | 5488428712 | | CREDIT - INV#5488292623 | -57.53 | |
| | | | | 5488404381 | | CREDIT - INV#5488397350 | -125.67 | |
| | | | | 5488432243 | | CREDIT - INV#5488416346 | -61.73 | |
| | | | | 5488458924 | 4/22/2024 | AUTO PARTS FOR UNIT #120 | 13.60 | |
| | | | | 5488454972 | 4/18/2024 | AUTO PARTS | 66.14 | |
| | | | | 5488466263 | 4/29/2024 | AUTO PART FOR UNIT #190 | 5.94 | |
| | | | | 5488469597 | 5/2/2024 | AUTO PART FOR UNIT #167 | 46.29 | |
| | | | | 5488469067 | 5/1/2024 | AUTO PART FOR UNIT #464 | 8.37 | |
| | | | | 5488461021 | 4/24/2024 | AUTO PART FOR UNIT #147 | 66.14 | |
| | | | | 5488410364 | 3/5/2024 | AUTO PARTS | 16.53 | |
| | | | | 5488433705 | 3/27/2024 | AUTO PARTS | 68.45 | |
| | | | | 5488454176 | 4/17/2024 | AUTO PARTS | 66.14 | 569.87 |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105787 | 5/28/2024 | 0014188 | BALI CONSTRUCTION, INC. | 23-029.2 | 2/29/2024 | THROUGH FEBRUARY 2024 - 5% | 12,847.15 | 12,847.15 |
| | Voucher: | | | | | | | |
| 105788 | 5/28/2024 | 0014544 | BARAJAS, RAFAEL | Ref000330537 | 4/24/2024 | UB REFUND CST #00053039 - 10 | 88.56 | 88.56 |
| | Voucher: | | | | | | | |
| 105789 | 5/28/2024 | 0014550 | BAROCIO, SONIA | Ref000330543 | 4/24/2024 | UB REFUND CST #00058320 - 93 | 167.61 | 167.61 |
| | Voucher: | | | | | | | |
| 105790 | 5/28/2024 | 00004202 | BRENNTAG PACIFIC INC | BPI424389 | 4/18/2024 | SODIUM HYPOCHLORITE 12.5% | 603.90 | |
| | Voucher: | | | BPI424386 | 4/18/2024 | SODIUM HYPOCHLORITE 12.5% | 601.19 | |
| | | | | BPI424387 | 4/18/2024 | SODIUM HYPOCHLORITE 12.5% | 939.64 | |
| | | | | BPI424388 | 4/18/2024 | SODIUM HYPOCHLORITE 12.5% | 1,115.64 | 3,260.37 |
| 105791 | 5/28/2024 | 00004195 | CCCA | 2024 MUNI SEMIN | 5/2/2024 | REGISTRATION MARIA DEL PILA | 875.00 | 875.00 |
| | Voucher: | | | | | | | |
| 105792 | 5/28/2024 | 0006239 | CENTRAL FORD | 42831 | 4/22/2024 | AUTO PARTS | 212.62 | |
| | Voucher: | | | 42765 | 4/23/2024 | AUTO PART FOR UNIT #147 | 45.58 | |
| | | | | 42766 | 4/18/2024 | AUTO PARTS | 105.58 | |
| | | | | 42928 | 4/22/2024 | AUTO PARTS | 1,186.72 | |
| | | | | 43064 | 4/29/2024 | AUTO PARTS FOR UNIT #646 | 644.32 | |
| | | | | 43034 | 4/24/2024 | AUTO PARTS FOR UNIT #147 | 201.10 | 2,395.92 |
| 105793 | 5/28/2024 | 0012980 | CHARTER COMMUNICATIONS | 116996701042124 | 4/21/2024 | ACCT# 116996701 - APR-MAY 202 | 2,901.04 | 2,901.04 |
| | Voucher: | | | | | | | |
| 105794 | 5/28/2024 | 0012980 | CHARTER COMMUNICATIONS | 0439993032024 | 3/20/2024 | ACCT# 8448 30 017 0439993 - MA | 134.99 | |
| | Voucher: | | | 0490384032724 | 3/27/2024 | ACCT# 8448 30 017 0490384 - MA | 147.36 | 282.35 |
| 105795 | 5/28/2024 | 0014532 | CHAVEZ, MARIA | Ref000330525 | 4/17/2024 | UB REFUND CST #00064881 - 28 | 122.46 | 122.46 |
| | Voucher: | | | | | | | |
| 105796 | 5/28/2024 | 0014548 | CHING, HAMILTON | Ref000330541 | 4/24/2024 | UB REFUND CST #00065685 - 98 | 132.82 | 132.82 |
| | Voucher: | | | | | | | |
| 105797 | 5/28/2024 | 00004302 | CINTAS UNIFORM SERVICES | 4190293629 | 4/22/2024 | SHOP TOWEL CLEANING SERVI | 47.32 | 47.32 |
| | Voucher: | | | | | | | |
| 105798 | 5/28/2024 | 0013515 | CITY TIRES | 43248 | 4/29/2024 | ALIGNMENT ON UNIT #151 | 89.00 | |
| | Voucher: | | | 43264 | 5/1/2024 | ALIGNMENT ON UNIT #156 | 89.00 | 178.00 |
| 105799 | 5/28/2024 | 0011708 | CLIENTFIRST TECHNOLOGY, CO | 16581 | 4/30/2024 | APR 2024 - IT PROJECT MANAGE | 15,657.50 | 15,657.50 |
| | Voucher: | | | | | | | |
| 105800 | 5/28/2024 | 0008971 | CMR: DELGADO, JOSE G. | 4/16/24 | 4/22/2024 | 4/16/24 - PLANNING COMMISSIC | 125.00 | 125.00 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105801 | 5/28/2024 | 00004154 | CMR: FLORES II, ALAN D. | 5/9/24 | 5/13/2024 | 5/9/24 - PARKS COMMISSION ME | 75.00 | 75.00 |
| | Voucher: | | | | | | | |
| 105802 | 5/28/2024 | 0010134 | CMR: LABORIN, JOVANNA | 4/16/24 | 4/22/2024 | 4/16/24 - PLANNING COMMISSIC | 125.00 | 125.00 |
| | Voucher: | | | | | | | |
| 105803 | 5/28/2024 | 0013949 | CMR: OZAETA, JIMMY | 4/16/24 | 4/22/2024 | 4/16/24 - PLANNING COMMISSIC | 125.00 | 125.00 |
| | Voucher: | | | | | | | |
| 105804 | 5/28/2024 | 0013812 | CMR: PELAYO, EDGAR | 5/9/24 | 5/13/2024 | 5/9/24 - PARKS COMMISSION ME | 75.00 | 75.00 |
| | Voucher: | | | | | | | |
| 105805 | 5/28/2024 | 0010131 | CMR: PEREZ, JENNY | 4/16/24 | 4/22/2024 | 4/16/24 - PLANNING COMMISSIC | 125.00 | 125.00 |
| | Voucher: | | | | | | | |
| 105806 | 5/28/2024 | 0009967 | CMR: PRIETO, DAISY | 4/16/24 | 4/22/2024 | 4/16/24 - PLANNING COMMISSIC | 125.00 | 125.00 |
| | Voucher: | | | | | | | |
| 105807 | 5/28/2024 | 0012949 | CMR: RUIZ, LIZETTE | 5/9/24 | 5/13/2024 | 5/9/24 - PARKS COMMISSION ME | 75.00 | 75.00 |
| | Voucher: | | | | | | | |
| 105808 | 5/28/2024 | 00000311 | COASTLINE EQUIPMENT | 1123546 | 4/23/2024 | SERVICE HEAVY EQUIPMENT VE | 616.55 | |
| | Voucher: | | | 1123767 | 4/23/2024 | KEY FOR UNIT #291 | 40.18 | |
| | | | | 1124084 | 4/24/2024 | AUTO PARTS FOR UNIT #351 | 441.56 | 1,098.29 |
| 105809 | 5/28/2024 | 00004583 | CODE PUBLISHING COMPANY | GC00125118 | 3/29/2024 | SG MUNICIPAL CODE - ANNUAL ' | 830.00 | 830.00 |
| | Voucher: | | | | | | | |
| 105810 | 5/28/2024 | 0014127 | COLLICUTT ENERGY SERVICES I | 80081 | 10/11/2023 | INSTALL MAGNETO - 2541 TWEE | 1,999.52 | |
| | Voucher: | | | 81254 | 12/19/2023 | REPAIRS AT WELLSITE- WAUKES | 2,553.31 | |
| | | | | 80240 | 10/18/2023 | NATURAL GAS MOTOR MAINTEN | 1,999.22 | |
| | | | | 82790 | 3/29/2024 | REPAIR WELL 26 CYLINDER HEA | 7,838.43 | 14,390.48 |
| 105811 | 5/28/2024 | 0013322 | COLUMBIA CAPITAL MANAGEMEI | 241000004 | 4/23/2024 | MAR 2024 - PROFESSIONAL SER | 2,000.00 | 2,000.00 |
| | Voucher: | | | | | | | |
| 105812 | 5/28/2024 | 0011922 | CONCENTRA MEDICAL CENTERS | 82828458 | 4/17/2024 | 4/10/24-4/15/24 -MEDICAL SERVI | 621.00 | 621.00 |
| | Voucher: | | | | | | | |
| 105813 | 5/28/2024 | 00005110 | COUNTY OF L.A. DEPT OF PW | RE-PW-24040806: | 4/8/2024 | THRU MAR 2024 - LABOR & EQC | 485.34 | 485.34 |
| | Voucher: | | | | | | | |
| 105814 | 5/28/2024 | 0014159 | CRAIG COMMUNICATIONS INC. | 312008 | 4/1/2024 | THRU 3/31/24 - CRAIG COMMUNI | 800.00 | 800.00 |
| | Voucher: | | | | | | | |
| 105815 | 5/28/2024 | 0014048 | CSI SERVICES, INC. | 15250 | 12/18/2023 | STEEL COATING INSPECTION - ( | 13,305.00 | |
| | Voucher: | | | 15419 | 2/9/2024 | JANUARY 2024 - CONSTRUCTIOI | 5,910.00 | 19,215.00 |
| 105816 | 5/28/2024 | 00002647 | CUSTOMLINE INC. | 1254 | 4/23/2024 | 71425 KEY PAD REPLACEMENT I | 751.25 | 751.25 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105817 | 5/28/2024 | 00001423 | DAILY JOURNAL CORPORATION | B3806547 | 4/29/2024 | PROOF OF PUBLICATION - INTR | 155.00 | |
| | Voucher: | | | B3806559 | 4/29/2024 | PROOF OF PUBLICATION - ORDI | 105.00 | |
| | | | | B3807167 | 4/29/2024 | PROOF OF PUBLICATION - REQU | 155.00 | |
| | | | | B3809259 | 5/2/2024 | PROOF OF PUBLICAITON - RESC | 660.00 | |
| | | | | B3809308 | 5/2/2024 | PROOF OF PUBLICATION - INTR | 150.00 | 1,225.00 |
| 105818 | 5/28/2024 | 00000314 | DAPEER ROSENBLIT & LITVAK LL | 22877 | 3/31/2024 | PROFESSIONAL SRVS THRU 03/ | 2,012.00 | |
| | Voucher: | | | 22878 | 3/31/2024 | PROFESSIONAL SRVS THRU 03/ | 299.30 | |
| | | | | 22879 | 3/31/2024 | MUNICIPAL CODE COMPLIANCE | 2,427.45 | |
| | | | | 22880 | 3/31/2024 | 10325 CALIFORNIA AVE (DE LA C | 520.30 | |
| | | | | 22881 | 3/31/2024 | 9707 MADISON AVENUE (DE LA C | 781.09 | 6,040.14 |
| 105819 | 5/28/2024 | 0014538 | DAVID'S CHEVRON | Ref000330531 | 4/24/2024 | UB REFUND CST #00034262 - 42 | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 105820 | 5/28/2024 | 0014553 | DIAZ, ALFREDO | Ref000330546 | 4/24/2024 | UB REFUND CST #00065658 - 33 | 204.28 | 204.28 |
| | Voucher: | | | | | | | |
| 105821 | 5/28/2024 | 0013734 | DONALD CHRISTOPHER LACHEF | SGPD 2024-012 | 4/15/2024 | BACKGROUND INVESTIGATION I | 1,400.00 | 1,400.00 |
| | Voucher: | | | | | | | |
| 105822 | 5/28/2024 | 0014559 | DRIVERS LICENSE GUIDE COMP/ | 835856 | 5/15/2024 | 2024 I.D. CHECKING GUIDE | 38.53 | |
| | Voucher: | | | 835857 | 5/15/2024 | I.D. CHECKING GUIDE 15TH INTE | 52.92 | 91.45 |
| 105823 | 5/28/2024 | 0014231 | EMERGENCY VEHICLE SPECIALT | 12634 | 3/13/2024 | LED TRAFFIC DIRECTOR BAR | 1,738.11 | 1,738.11 |
| | Voucher: | | | | | | | |
| 105824 | 5/28/2024 | 0012296 | EMP: BROWN, DEANDRE | 740713 | 2/16/2024 | REIMB: APPLICATION FEE - COLI | 185.00 | |
| | Voucher: | | | 729073 | 2/27/2024 | REIMB: MEMBERSHIP - CALIFOR | 277.00 | 462.00 |
| 105825 | 5/28/2024 | 0014556 | EMP: OSUNA, LUIS | 6/24 -CIVIL ENG L | 5/8/2024 | REIMB: CIVIL ENGINEER LICENS | 180.00 | 180.00 |
| | Voucher: | | | | | | | |
| 105826 | 5/28/2024 | 00001917 | ENTENMANN - ROVIN CO. | 0180742-IN | 4/23/2024 | BADGES | 1,081.04 | 1,081.04 |
| | Voucher: | | | | | | | |
| 105827 | 5/28/2024 | 0014545 | ESCAMILLA, ART | Ref000330538 | 4/24/2024 | UB REFUND CST #00065590 - 98 | 111.44 | 111.44 |
| | Voucher: | | | | | | | |
| 105828 | 5/28/2024 | 0014530 | ESPINOZA, FERNANDO | Ref000330523 | 4/17/2024 | UB REFUND CST #00051126 - 25 | 73.20 | 73.20 |
| | Voucher: | | | | | | | |
| 105829 | 5/28/2024 | 0014510 | ESTRADA, JHUSSEF | Ref000330245 | 3/28/2024 | UB REFUND CST #00063937 - 10 | 91.97 | 91.97 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105830 | 5/28/2024 | 0013810 | EXECUTIVE MANAGEMENT, SECI | 24-239 | 4/23/2024 | 4/7/24-4/20/24 - SECURITY SERVI | 4,956.00 | |
| | Voucher: | | | 24-163 | 3/31/2024 | 3/10/24-3/23/24 - SECURITY FOR | 8,700.00 | |
| | | | | 24-235 | 4/23/2024 | 4/7/24-4/20/24 - SECURITY COVE | 7,230.00 | |
| | | | | 24-191 | 4/11/2024 | 3/24/24-4/6/24 - SECURITY COVE | 7,230.00 | |
| | | | | 24-083 | 2/18/2024 | 1/28/24-2/10/24 - SECURITY COVI | 10,080.00 | |
| | | | | 24-110 | 3/2/2024 | 2/11/24-2/24/24 - SECURITY COVI | 10,440.00 | |
| | | | | 24-132 | 3/12/2024 | 2/25/24-3/9/24 -SECURITY COVEI | 10,050.00 | |
| | | | | 24-274 | 5/12/2024 | 4/21/24-5/4/24 - SECURITY SERVI | 7,215.00 | 65,901.00 |
| 105831 | 5/28/2024 | 0013809 | EXTREME PLATES, LLC | 13973 | 2/15/2024 | 1/25/24-2/21/24 - RUMBLE PLATE | 385.88 | 385.88 |
| | Voucher: | | | | | | | |
| 105832 | 5/28/2024 | 0013912 | FAST DEER BUS CHARTER, INC. | 10270 | 4/20/2024 | 04/20/2024 - BUS RENTALS FOR | 1,748.00 | 1,748.00 |
| | Voucher: | | | | | | | |
| 105833 | 5/28/2024 | 00002026 | FEDERAL EXPRESS CORPORATI | 8-474-98726 | 4/19/2024 | FEDERAL EXP SVCS | 142.85 | 142.85 |
| | Voucher: | | | | | | | |
| 105834 | 5/28/2024 | 0014535 | FIESTA INSURANCE & TAX | Ref000330528 | 4/17/2024 | UB REFUND CST #00062787 - 27 | 161.04 | 161.04 |
| | Voucher: | | | | | | | |
| 105835 | 5/28/2024 | 0010625 | FLEETCREW | 53588 | 3/19/2024 | SERVICE EMMISION CONTROL S | 609.78 | |
| | Voucher: | | | 53727 | 3/20/2024 | SERVICE EMMISION CONTROL S | 607.56 | |
| | | | | 54183 | 4/22/2024 | SERVICE EMMISION CONTROL S | 759.78 | |
| | | | | 53573 | 3/20/2024 | SERVICE EMMISION CONTROL S | 759.78 | 2,736.90 |
| 105836 | 5/28/2024 | 00003770 | FLEMING ENVIRONMENTAL INC. | 21301 | 5/1/2024 | FUEL TANKS 30 DAY INSPECTIOI | 560.00 | 560.00 |
| | Voucher: | | | | | | | |
| 105837 | 5/28/2024 | 0014541 | FLORES, FRANCISCO | Ref000330534 | 4/24/2024 | UB REFUND CST #00043561 - 31 | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 105838 | 5/28/2024 | 0014552 | FOMBONA, ALICIA | Ref000330545 | 4/24/2024 | UB REFUND CST #00062679 - 10 | 204.28 | 204.28 |
| | Voucher: | | | | | | | |
| 105839 | 5/28/2024 | 00003955 | GALLS, LLC, (FEIN 20-3545989) | 025089063 | 7/17/2023 | MENS SOFT SHELL JACKET - BU | 62.09 | 62.09 |
| | Voucher: | | | | | | | |
| 105840 | 5/28/2024 | 0014549 | GARCIA, MANUEL | Ref000330542 | 4/24/2024 | UB REFUND CST #00052274 - 33 | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105841 | 5/28/2024 | 0009465 | GEORGE CHEVROLET | 165530 | 4/23/2024 | PARTS & SERVICES FOR CHEVY | 129.68 | 129.68 |
| | Voucher: | | | | | | | |
| 105842 | 5/28/2024 | 0010016 | GLOBAL PARATRANSIT INC. | 112324-09 | 4/9/2024 | MARCH 2024 - SVCS FOR FIXED | 57,200.41 | 57,200.41 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 105843 | 5/28/2024 | 00002890 | GRAINGER | 9058556243 | 3/19/2024 | SPECIALTY HARDWARE | 948.89 | |
| | Voucher: | | | 9059464439 | 3/20/2024 | SPECIALTY HARDWARE | 1,039.75 | |
| | | | | 9050128850 | 3/12/2024 | SPECIALTY HARDWARE | 722.69 | |
| | | | | 9059464447 | 3/20/2024 | SPECIALTY HARDWARE | 721.21 | |
| | | | | 9061289501 | 3/21/2024 | SPECIALTY HARDWARE | 1,350.87 | |
| | | | | 9088511705 | 4/16/2024 | 212713 GLOVES FOR EARTH DA' | 541.66 | |
| | | | | 9088511713 | 4/16/2024 | 212713 GLOVES FOR EARTH DA' | 133.21 | |
| | | | | 9059872078 | 3/20/2024 | SPECIALTY HARDWARE | 142.70 | |
| | | | | 9073614050 | 4/3/2024 | EQUIPMENT FOR SEWER | 113.67 | 5,714.65 |
| 105844 | 5/28/2024 | 0013767 | GREEN GIANT LANDSCAPE INC | RETENTION | 2/26/2024 | 5% RETENTION RELEASE FOR E | 14,007.58 | 14,007.58 |
| | Voucher: | | | | | | | |
| 105845 | 5/28/2024 | 0013070 | GRIFFIN STRUCTURES, INC. | GSI-SGUO-34 | 3/31/2024 | MARCH 2024 - CONSTRUCTION I | 5,873.97 | 5,873.97 |
| | Voucher: | | | | | | | |
| 105846 | 5/28/2024 | 0009879 | HDL COREN & CONE | SIN038256 | 4/25/2024 | Q4, APR-JUN 2024 - HDL COREN | 3,375.00 | 3,375.00 |
| | Voucher: | | | | | | | |
| 105847 | 5/28/2024 | 0012871 | HF&H CONSULTANTS, LLC | 9721019 | 3/20/2024 | FEB 2024 - AMENDMENT NO. 3 F | 11,756.50 | 11,756.50 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105848 | 5/28/2024 | 00000268 | HOME DEPOT CREDIT SERVICES | 7340271 | 4/9/2024 | GENERAL MAINTENANCE - MISC | 19.27 | |
| | Voucher: | | | 3363348 | 4/3/2024 | GENERAL MAINTENANCE - MISC | 30.70 | |
| | | | | 2372176 | 4/4/2024 | GENERAL MAINTENANCE - MISC | 43.96 | |
| | | | | 5340069 | 3/12/2024 | STREET SUPPLIES | 678.49 | |
| | | | | 8352264 | 3/19/2024 | STREET SUPPLIES | 680.66 | |
| | | | | 8371842 | 2/8/2024 | GENERAL MAINTENANCE - MISC | 252.32 | |
| | | | | 8352430 | 4/8/2024 | GENERAL MAINTENANCE - MISC | 91.25 | |
| | | | | 7352437 | 4/9/2024 | GENERAL MAINTENANCE - MISC | 216.94 | |
| | | | | 4340408 | 5/2/2024 | MISC SUPPLIES | 38.43 | |
| | | | | 6041208 | 4/30/2024 | STREET SUPPLIES | 139.88 | |
| | | | | 7352633 | 4/29/2024 | MISC SUPPLIES | 52.54 | |
| | | | | 0352494 | 4/16/2024 | STREET SUPPLIES | 267.50 | |
| | | | | 8372234 | 4/18/2024 | STREET SUPPLIES | 152.38 | |
| | | | | 4352547 | 4/22/2024 | STREET SUPPLIES | 635.62 | |
| | | | | 8372236 | 4/18/2024 | MISC SUPPLIES | 242.77 | |
| | | | | 2372287 | 4/24/2024 | MISC SUPPLIES | 240.58 | |
| | | | | 4340358 | 4/22/2024 | MISC SUPPLIES | 54.56 | |
| | | | | 4352550 | 4/22/2024 | MISC SUPPLIES | 366.07 | |
| | | | | 2352574 | 4/24/2024 | MISC SUPPLIES | 31.48 | |
| | | | | 2352589 | 4/24/2024 | MISC SUPPLIES | 49.67 | |
| | | | | 1372294 | 4/25/2024 | MISC SUPPLIES | 248.16 | |
| | | | | 9340321 4/17/202 | 4/17/2024 | MISC SUPPLIES | 5.48 | |
| | | | | 5372346 | 5/1/2024 | MISC SUPPLIES | 326.94 | |
| | | | | 0352714 | 5/6/2024 | MISC SUPPLIES | 87.58 | |
| | | | | 4363622 | 4/22/2024 | WATER DEPARTMENT SUPPLIES | 53.48 | 5,006.71 |
| 105849 | 5/28/2024 | 0014474 | JAMEY CLARK INC. | 75032 | 4/10/2024 | PERFORM ONSITE IMPACT ATTE | 3,375.00 | 3,375.00 |
| | Voucher: | | | | | | | |
| 105850 | 5/28/2024 | 0013816 | JO GO TOOLS LLC | 04302445450 | 4/30/2024 | GARAGE SHOP TOOLS | 169.45 | |
| | Voucher: | | | 04302445451 | 4/30/2024 | GARAGE SHOP TOOL | 35.28 | 204.73 |
| 105851 | 5/28/2024 | 0005586 | JOE A. GONSALVES & SONS | 161571 | 4/23/2024 | MAY 2024 - STATE LEGISLATIVE | 2,500.00 | 2,500.00 |
| | Voucher: | | | | | | | |
| 105852 | 5/28/2024 | 00000430 | JOHN L. HUNTER AND ASSOCIAT | SG1MS412402 | 4/1/2024 | FEB 2024 - PROFESSIONAL SER | 7,997.50 | 7,997.50 |
| | Voucher: | | | | | | | |
| 105853 | 5/28/2024 | 0011585 | JOHNSON CONTROLS FIRE | 51494790 | 12/13/2023 | FIRE SUPPRESSION SYSTEM | 385.40 | 385.40 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 105854 | 5/28/2024 | 00004004 | KELLY SPICERS | 50116758 | 4/17/2024 | INVENTORY PO/ COPY PAPER | 8,985.26 | 8,985.26 |
| | Voucher: | | | | | | | |
| 105855 | 5/28/2024 | 0012510 | KILEY & ASSOCIATES, LLC | SG240430 | 4/30/2024 | APR 2024 - AMEND NO 2 TO CON | 3,333.33 | 3,333.33 |
| | Voucher: | | | | | | | |
| 105856 | 5/28/2024 | 00003387 | KNORR SYSTEMS, INC. | 228244 | 3/4/2024 | POOL SUPPLIES | 477.84 | |
| | Voucher: | | | 215525 | 10/4/2023 | POOL SUPPLIES | 1,596.60 | 2,074.44 |
| 105857 | 5/28/2024 | 0007294 | KOA CORPORATION | JC31167-1 | 10/10/2023 | 8/15/23-9/29/23 - PROFESSIONAL | 4,226.48 | |
| | Voucher: | | | KAJC21195-7 | 3/6/2024 | 1/27/24-2/23/24 - ENGINEERING S | 4,313.58 | |
| | | | | KAJC36050-6 | 3/19/2024 | 2/24/24-3/29/24 - 5860 FIRESTON | 6,976.00 | |
| | | | | KAJC36050-5 | 2/26/2024 | JANUARY 27,2024-FEBRUARY 23 | 11,094.00 | 26,610.06 |
| 105858 | 5/28/2024 | 0010099 | L.G.P. EQUIPMENT RENTALS, INC | 130132 | 3/19/2024 | EQUIPMENT RENTALS | 655.87 | 655.87 |
| | Voucher: | | | | | | | |
| 105859 | 5/28/2024 | 0008150 | L.N. CURTIS & SONS | INV817919 | 4/26/2024 | UNIFORM: APEX PANTS BOOTS · | 99.45 | 99.45 |
| | Voucher: | | | | | | | |
| 105860 | 5/28/2024 | 00003540 | LA COUNTY DEPT. OF PUBLIC W | RE-PW-24040806 | 4/8/2024 | THRU MAR 2024 - CONTRACT SE | 1,196.45 | 1,196.45 |
| | Voucher: | | | | | | | |
| 105861 | 5/28/2024 | 0006905 | LA COUNTY SHERIFF'S DEPARTM | 242662BL | 4/16/2024 | MAR 2024 - FOOD FOR THE JAIL | 240.00 | 240.00 |
| | Voucher: | | | | | | | |
| 105862 | 5/28/2024 | 0012590 | LA TRUCK & AUTO INC, NAPA AU | 6265-290756 | 4/30/2024 | AUTO PARTS FOR GARAGE SHC | 118.81 | 118.81 |
| | Voucher: | | | | | | | |
| 105863 | 5/28/2024 | 0014540 | LEAL, LETICIA | Ref000330533 | 4/24/2024 | UB REFUND CST #00031109 - 30 | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 105864 | 5/28/2024 | 00000488 | LINDE GAS & EQUIPMENT INC. | 41839869 | 3/22/2024 | 2/20/24-3/20/24 - WELDING CYLI | 123.26 | 123.26 |
| | Voucher: | | | | | | | |
| 105865 | 5/28/2024 | 0013343 | LITTLEJOHN COMMUNICATIONS, | 05012024 | 5/1/2024 | APRIL 2024 - SERVICES FOR INM | 100.00 | 100.00 |
| | Voucher: | | | | | | | |
| 105866 | 5/28/2024 | 00003941 | M. HARA LAWNMOWER CENTER | 50397 | 4/24/2024 | REPLACEMENT OF STREET DIV | 1,090.37 | |
| | Voucher: | | | 50401 | 4/24/2024 | SMALL EQUIPMENT SALES AND | 255.74 | 1,346.11 |
| 105867 | 5/28/2024 | 00004093 | MELAD & ASSOCIATES | SG24-15 | 5/3/2024 | APR 2024 - MELAD & ASSOCIATE | 6,255.00 | |
| | Voucher: | | | SG24-12 | 5/3/2024 | APR 2024 - MELAD & ASSOCIATE | 300.00 | |
| | | | | SG24-13 | 5/3/2024 | APR 2024 - MELAD & ASSOCIATE | 12,915.91 | |
| | | | | SG24-14 | 5/3/2024 | APR 2024 - MELAD & ASSOCIATE | 6,030.00 | 25,500.91 |
| 105868 | 5/28/2024 | 00000170 | MISC - PKS & REC REFUND | 64951484 RAMIRE | 4/24/2024 | REFUND OF DEPOSIT AFTER EV | 319.00 | 319.00 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 105869 | 5/28/2024 | 00000170 | MISC - PKS & REC REFUND | 66584389 CENTR | 5/6/2024 | REFUND OF DEPOSIT AFTER EV | 165.00 | 165.00 |
| | Voucher: | | | | | | | |
| 105870 | 5/28/2024 | 0014508 | MOLINA, ANAYANCI | Ref000330198 | 3/19/2024 | UB REFUND CST #00063642 - 96 | 245.82 | 245.82 |
| | Voucher: | | | | | | | |
| 105871 | 5/28/2024 | 00004620 | MUTUAL PROPANE | 731727 | 4/25/2024 | FUEL PROPANE DELIVERY 4/25/2 | 566.23 | 566.23 |
| | Voucher: | | | | | | | |
| 105872 | 5/28/2024 | 0009426 | MV CHENG & ASSOCIATES, INC. | 4/30/2024H | 5/3/2024 | APR 2024 - DEP. DIRECTOR (M) - | 7,920.00 | 7,920.00 |
| | Voucher: | | | | | | | |
| 105873 | 5/28/2024 | 00004969 | NATIONAL READY MIXED CONCR | 896129 | 4/3/2024 | CONCRETE, SAND AND AGGREC | 1,255.81 | 1,255.81 |
| | Voucher: | | | | | | | |
| 105874 | 5/28/2024 | 00003962 | NICKEY PETROLEUM CO., INC. | 370870 | 5/6/2024 | INVENTORY PO/ BARE BRICK | 2,428.20 | 2,428.20 |
| | Voucher: | | | | | | | |
| 105875 | 5/28/2024 | 0014539 | NOLAN, FEDELINA | Ref000330532 | 4/24/2024 | UB REFUND CST #00032272 - 89 | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 105876 | 5/28/2024 | 0014543 | NOLAN, FEDELINA | Ref000330536 | 4/24/2024 | UB REFUND CST #00043499 - 89 | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 105877 | 5/28/2024 | 0011139 | NORM REEVES FORD SUPERST( | 324076 | 3/25/2024 | TWO FORD EXPLORER POLICE I | 102,192.56 | |
| | Voucher: | | | 315886 | 5/9/2024 | REPLACEMENT OF TRUCK 614 V | 152,668.01 | 254,860.57 |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105878 | 5/28/2024 | 0007984 | O'REILLY AUTO PARTS | 3063-161849 | 4/17/2024 | AUTO PARTS FOR GARAGE SHC | 93.25 | |
| | Voucher: | | | 3063-154366 | | CREDIT - INVOICE 3063-139209 | -1,102.49 | |
| | | | | 3063-153161 | | CREDIT - INVOICE 3063-149182 | -145.14 | |
| | | | | 3063-154346 | | CREDIT - INVOICE 3063-1132916 | -18.00 | |
| | | | | 3063-156531 | | CREDIT - INVOICE 3063-156531 | -5.71 | |
| | | | | 3063-161693 | 4/16/2024 | AUTO PARTS FOR UNIT #351 | 23.79 | |
| | | | | 3063-162008 | 4/18/2024 | AUTO PARTS FOR UNIT #184 | 221.18 | |
| | | | | 3063-162160 | 4/19/2024 | AUTO PART FOR UNIT #120 | 63.93 | |
| | | | | 3063-161916 | 4/17/2024 | AUTO PARTS FOR UNIT #184 | 102.70 | |
| | | | | 3063-163812 | 4/30/2024 | AUTO PART FOR UNIT #S200 | 82.68 | |
| | | | | 3063-162991 | 4/24/2024 | AUTO PARTS FOR GARAGE STO | 125.16 | |
| | | | | 3063-163123 | 4/25/2024 | AUTO PART FOR UNIT #151 | 132.63 | |
| | | | | 3063-164140 | 5/2/2024 | AUTO PARTS FOR UNIT #167 | 36.71 | |
| | | | | 3063-162598 | 4/22/2024 | AUTO PARTS FOR UNIT #197 | 125.60 | |
| | | | | 3063-163814 | 4/30/2024 | GROUNDS PARTS | 134.27 | |
| | | | | 3063-163134 | 4/25/2024 | AUTO PARTS FOR UNIT #16 | 254.75 | |
| | | | | 3063-163824 | 4/30/2024 | AUTO PARTS FOR GARAGE SHC | 17.63 | |
| | | | | 3063-162619 | 4/22/2024 | AUTO PARTS FOR UNIT #204 | 30.86 | |
| | | | | 3063-162927 | 4/24/2024 | AUTO PART FOR UNIT #614 | 285.54 | |
| | | | | 3063-164142 | 5/2/2024 | GROUNDS SUPPLIES | 98.05 | 557.39 |
| 105879 | 5/28/2024 | 0012867 | PACIFIC OFFICE AUTOMATION | 053471 | 2/27/2024 | SHARP COPIER MACHINE SERV | 12,449.58 | 12,449.58 |
| | Voucher: | | | | | | | |
| 105880 | 5/28/2024 | 00004582 | PARKHOUSE TIRE INC | 1010977632 | 5/2/2024 | AUTO PART FOR UNIT #352 | 390.85 | 390.85 |
| | Voucher: | | | | | | | |
| 105881 | 5/28/2024 | 00005158 | PD: AGENT, AUGUST | TNR 87 | 5/7/2024 | REIMB: MILEAGE & PER DIEM TF | 238.21 | 238.21 |
| | Voucher: | | | | | | | |
| 105882 | 5/28/2024 | 0005311 | PD: BEDETTI, MARCELO | TNR 116 | 5/7/2024 | REIMB: MILAGE & MEALS - FBI LI | 251.54 | 251.54 |
| | Voucher: | | | | | | | |
| 105883 | 5/28/2024 | 00003781 | PD: BOLAR, EDWARD | TNR 116 | 5/7/2024 | REIMB: MILAGE, MEALS & PER D | 260.76 | 260.76 |
| | Voucher: | | | | | | | |
| 105884 | 5/28/2024 | 0012761 | PD: CARRERA, YASMEEN | TNR 117 | 5/7/2024 | REIMB: PUBLIC SAFETY DISPAT( | 371.85 | 371.85 |
| | Voucher: | | | | | | | |
| 105885 | 5/28/2024 | 00003899 | PD: CHAVEZ, JAMES | TNR 116 | 5/7/2024 | REIMB: MILAGE & MEALS - FBI LI | 246.38 | 246.38 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 105886 | 5/28/2024 | 0014223 | PD: CRUM, BRIGETTE | TNR 118 | 5/7/2024 | REIMB: MILAGE & PER DIEM DRI | 353.00 | 353.00 |
| | Voucher: | | | | | | | |
| 105887 | 5/28/2024 | 0010468 | PD: HERNANDEZ, ALEXIS | TNR 110 FUEL | 5/7/2024 | REIMB: FUEL CALIFORNIA ASSO | 136.96 | 136.96 |
| | Voucher: | | | | | | | |
| 105888 | 5/28/2024 | 0010618 | PD: PINEDA, JESUS | TNR 103 | 5/7/2024 | REIMB: MILAGE & PER DIEM STA | 155.05 | 155.05 |
| | Voucher: | | | | | | | |
| 105889 | 5/28/2024 | 0013984 | PD: WILKERSON, KEANTAE | TNR 103 | 5/7/2024 | REIMB: MILAGE & PER DIEM STA | 155.05 | 155.05 |
| | Voucher: | | | | | | | |
| 105890 | 5/28/2024 | 0014534 | PENATE, MIGUEL | Ref000330527 | 4/17/2024 | UB REFUND CST #00065247 - 93 | 137.34 | 137.34 |
| | Voucher: | | | | | | | |
| 105891 | 5/28/2024 | 00004713 | PETTY CASH- PARKS & REC.DEP | 3/28/24-4/24/24 | 4/29/2024 | 3/28/24-4/24/24 - PETTY CASH | 399.84 | 399.84 |
| | Voucher: | | | | | | | |
| 105892 | 5/28/2024 | 00004714 | PETTY CASH- POLICE DEPT. - | 10/21/23-4/12/24 | 5/6/2024 | 10/21/23-4/12/24 PETTY CASH (A | 519.66 | 519.66 |
| | Voucher: | | | | | | | |
| 105893 | 5/28/2024 | 00003721 | PLUMBERS DEPOT INC. | PD-56049 | 4/30/2024 | GAPVAX REPAIR AND PARTS | 1,694.91 | |
| | Voucher: | | | PD-56048 | 4/30/2024 | GAPVAX REPAIR AND PARTS | 330.22 | |
| | | | | PD-56047 | 4/30/2024 | REPLACE HIGH-PRESSURE WAT | 23,651.08 | 25,676.21 |
| 105894 | 5/28/2024 | 0014555 | PREMIERE BALLON | 003 | 4/24/2024 | CENTERPIECES FOR SOUTH EA | 418.75 | 418.75 |
| | Voucher: | | | | | | | |
| 105895 | 5/28/2024 | 0005368 | PRINTCO DIRECT | 85765 | 3/29/2024 | BUSINESS CARDS (500) LARRY ( | 66.15 | |
| | Voucher: | | | 85764 | 3/28/2024 | BUSINESS CARDS (500) FRANK I | 66.15 | |
| | | | | 85780 | 4/12/2024 | BUSINESS CARDS (500) JOSEPH | 66.15 | |
| | | | | 85766 | 3/29/2024 | BUSINESS CARDS (500) ROY OC | 66.15 | |
| | | | | 85775 | 4/5/2024 | BUSINESS CARDS(500)ROSA BA | 66.15 | |
| | | | | 85774 | 4/5/2024 | BUSINESS CARDS (500) MARA L | 66.15 | 396.90 |
| 105896 | 5/28/2024 | 0006933 | PSYCHOLOGICAL CONSULTING A | 527146 | 4/19/2024 | MARCH 12-13, 2024 - SUICIDE PF | 1,890.00 | 1,890.00 |
| | Voucher: | | | | | | | |
| 105897 | 5/28/2024 | 0014542 | RAMOS, BERNARDO | Ref000330535 | 4/24/2024 | UB REFUND CST #00048998 - 10 | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 105898 | 5/28/2024 | 00000416 | RAPID-O-PRINT | 30915 | 4/17/2024 | EARTH DAY DIRECTIONAL SIGN | 138.92 | |
| | Voucher: | | | 30899 | 4/15/2024 | EARTH DAY SUPPLIES | 754.11 | |
| | | | | 31018 | 5/3/2024 | BLUE FOLDERS W/SEAL FOR CE | 1,289.93 | |
| | | | | 30920 | 4/18/2024 | PRINTING SERVICES | 248.06 | 2,431.02 |
| 105899 | 5/28/2024 | 00004773 | RET: ALMANZA, JOSEPH A | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 167.79 | 167.79 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 105900 | 5/28/2024 | 0008275 | RET: AROCHA, FRANCIS X. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 105901 | 5/28/2024 | 00001840 | RET: BLASKA, WILLIAM MIKE | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 105902 | 5/28/2024 | 00004776 | RET: CARTER, LLOYD B | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 105903 | 5/28/2024 | 00000495 | RET: CHAVEZ, ANTHONY A | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105904 | 5/28/2024 | 0006505 | RET: CORBET, RONALD | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 105905 | 5/28/2024 | 00004777 | RET: DAY, ROBERT A | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 105906 | 5/28/2024 | 0008746 | RET: DELEON, RUBEN | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105907 | 5/28/2024 | 0011326 | RET: GALVAN, RAY A. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105908 | 5/28/2024 | 0013282 | RET: GARCIA, VIVIAN M. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105909 | 5/28/2024 | 0006508 | RET: GOMEZ, JOSEPH C. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105910 | 5/28/2024 | 0010881 | RET: KOOPMANS, WILLIAM O. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105911 | 5/28/2024 | 0010410 | RET: LEO, FRANK | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105912 | 5/28/2024 | 00003833 | RET: MOOMEY, STEVEN | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 518.00 | 518.00 |
| | Voucher: | | | | | | | |
| 105913 | 5/28/2024 | 00004794 | RET: POWELL, ROBERT K. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 105914 | 5/28/2024 | 00003798 | RET: RANGEL, ARMANDO | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105915 | 5/28/2024 | 00000458 | RET: SEWELL, ELAINE | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 105916 | 5/28/2024 | 00000459 | RET: SEWELL, KENNETH R | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 105917 | 5/28/2024 | 0014554 | RIZZO-VASQUEZ, RAPHAELA | Ref000330547 | 5/1/2024 | UB REFUND CST #00065742 - 10: | 174.65 | 174.65 |
| | Voucher: | | | | | | | |
| 105918 | 5/28/2024 | 00002735 | ROADLINE PRODUCTS, INC. USA | 19771 | 3/28/2024 | STREET DIVISION AS NEEDED P. | 1,995.53 | 1,995.53 |
| | Voucher: | | | | | | | |
| 105919 | 5/28/2024 | 0007826 | RON'S MAINTENANCE, INC. | 1019 | 4/29/2024 | ANNUAL CITYWIDE CATCH BASI | 21,075.00 | 21,075.00 |
| | Voucher: | | | | | | | |
| 105920 | 5/28/2024 | 0009447 | RWC GROUP | XA301164534:01 | 4/23/2024 | AUTO PART FOR UNIT #240 | 96.34 | |
| | Voucher: | | | XA301165518:01 | 4/18/2024 | AUTO PART FOR UNIT #120 | 129.28 | 225.62 |
| 105921 | 5/28/2024 | 00004821 | S & J SUPPLY COMPANY, INC. | W100225015.002 | 4/11/2024 | INVENTORY PO/ WATER PARTS | 1,257.27 | 1,257.27 |
| | Voucher: | | | | | | | |
| 105922 | 5/28/2024 | 0008369 | SAFETY-KLEEN SYSTEM, INC | 94146798 | 4/5/2024 | TAXABLE - CLEANING SERVICE ( | 291.06 | 291.06 |
| | Voucher: | | | | | | | |
| 105923 | 5/28/2024 | 0014505 | SAMAYOA, YOLANDA | Ref000330194 | 3/19/2024 | UB REFUND CST #00065591 - 27: | 114.17 | 114.17 |
| | Voucher: | | | | | | | |
| 105924 | 5/28/2024 | 0014547 | SANCHEZ, PEDRO | Ref000330540 | 4/24/2024 | UB REFUND CST #00062480 - 10: | 130.97 | 130.97 |
| | Voucher: | | | | | | | |
| 105925 | 5/28/2024 | 0014506 | SAVANI, TULSI | Ref000330195 | 3/19/2024 | UB REFUND CST #00058825 - 89 | 130.67 | 130.67 |
| | Voucher: | | | | | | | |
| 105926 | 5/28/2024 | 00004829 | SCMAF | INSTITUTE2023-S | 10/5/2023 | STAFF MEMBERSHIPS | 340.00 | 340.00 |
| | Voucher: | | | | | | | |
| 105927 | 5/28/2024 | 00004830 | SCS ENGINEERS | 0499114 | 3/31/2024 | ME 2024 - EPA BROWNFIELDS EI | 12,169.25 | 12,169.25 |
| | Voucher: | | | | | | | |
| 105928 | 5/28/2024 | 00004834 | SECURITY SIGNAL DEVICES SYS | S-01122248 | 3/15/2024 | CITY HALL- MODIFY PANEL KEY | 283.50 | |
| | Voucher: | | | S-01122963 | 3/27/2024 | PW YARD- CAMERA #2 MAINTEN | 189.00 | 472.50 |
| 105929 | 5/28/2024 | 00004338 | SEQUEL CONTRACTORS INC | 610-RET | 4/22/2024 | FINAL 5% RETENTION RELEASE | 45,220.89 | |
| | Voucher: | | | 614-08 | 4/12/2024 | 1/1/24-3/20/14 - GARFIELD AVE. C | 330,867.42 | 376,088.31 |
| 105930 | 5/28/2024 | 0013614 | SHOETERIA, INC. | 0064387-IN | 3/23/2024 | SAFETY FOOTWEAR PROVIDER | 161.28 | |
| | Voucher: | | | 0061503-IN | 1/31/2024 | SAFETY FOOTWEAR PROVIDER | 158.94 | 320.22 |
| 105931 | 5/28/2024 | 0014531 | SHOTWELL, GORDON | Ref000330524 | 4/17/2024 | UB REFUND CST #00050484 - 89: | 97.70 | 97.70 |
| | Voucher: | | | | | | | |
| 105932 | 5/28/2024 | 0014537 | SILVA, ELIZABETH | Ref000330530 | 4/24/2024 | UB REFUND CST #00036713 - 10: | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 105933 | 5/28/2024 | 00004857 | SMITH FASTENER COMPANY | 0050292 | 4/26/2024 | SPECIALTY HARDWARE FOR UN | 28.94 | 28.94 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 105934 | 5/28/2024 | 0014387 | SMVP LLC | Ref000330196 | 3/19/2024 | UB REFUND CST #00063828 - 29 | 215.22 | 215.22 |
| | Voucher: | | | | | | | |
| 105935 | 5/28/2024 | 0014507 | SMVP LLC | Ref000330197 | 3/19/2024 | UB REFUND CST #00063827 - 97: | 311.25 | 311.25 |
| | Voucher: | | | | | | | |
| 105936 | 5/28/2024 | 0014509 | SMVP LLC | Ref000330244 | 3/28/2024 | UB REFUND CST #00063829 - 42( | 88.26 | 88.26 |
| | Voucher: | | | | | | | |
| 105937 | 5/28/2024 | 00005096 | SOUTH COAST A.Q.M.D. | 4346437 | 4/16/2024 | FACILITY ID# 16859 - AQMD FEE | 161.81 | 161.81 |
| | Voucher: | | | | | | | |
| 105938 | 5/28/2024 | 00004864 | SOUTHERN CALIFORNIA EDISON | 90004599 | 1/10/2024 | 2024 - AGRMT# JP459612 - RENT | 1,305.48 | 1,305.48 |
| | Voucher: | | | | | | | |
| 105939 | 5/28/2024 | 0014546 | TEODORO, LIZZETTE | Ref000330539 | 4/24/2024 | UB REFUND CST #00058294 - 92( | 123.21 | 123.21 |
| | Voucher: | | | | | | | |
| 105940 | 5/28/2024 | 0009039 | TETRA TECH | 52202468 | 2/19/2024 | TARGET/LAZAR GAS STATION - 1 | 18,961.41 | |
| | Voucher: | | | 52225728 | 4/10/2024 | TARGET/LAZAR GAS STATION - 1 | 19,864.66 | |
| | | | | 52184729 | 1/12/2024 | SEP-DEC 2023 - GARFIELD AVE. | 8,117.00 | 46,943.07 |
| 105941 | 5/28/2024 | 0014512 | THE COMMUNITY BUILDING GRP | Ref000330247 | 3/28/2024 | UB REFUND CST #00065442 - 10( | 151.96 | 151.96 |
| | Voucher: | | | | | | | |
| 105942 | 5/28/2024 | 0012518 | THE HITT COMPANIES | OE-128589 | 3/26/2024 | PRINTING AND STAMPS | 49.01 | |
| | Voucher: | | | OE-129686 | 5/2/2024 | PRINTING AND STAMPS | 25.56 | 74.57 |
| 105943 | 5/28/2024 | 0012474 | THE HOME DEPOT DEPOT PRO | 792974248 | 3/5/2024 | INVENTORY PO/ SPRAY BOTTLE | 1,257.60 | |
| | Voucher: | | | 797632684 | 4/2/2024 | INVENTORY PO/ SPRAY BOTTLE | 179.80 | 1,437.40 |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 105944 | 5/28/2024 | 0008109 | THE ORIGINAL GOODIE'S UNIFOI | 14833 | 3/21/2024 | IKE JACKET FOR OFFICER S. BR | 451.91 | |
| | Voucher: | | | 14849 | 3/22/2024 | CLASS A SHORT SLEEVE FOR R | 247.90 | |
| | | | | 14940 | 3/27/2024 | BOOTS FOR CRIME PREVENTIO | 165.32 | |
| | | | | 15250 | 4/12/2024 | SAFETY EQUIPMENT FOR RECR | 187.31 | |
| | | | | 14877 | 3/25/2024 | CLASS A SHORT SLEEVE FOR R | 247.90 | |
| | | | | 14921 | 3/26/2024 | CLASS A SHORT SLEEVE FOR R | 247.90 | |
| | | | | 14923 | 3/26/2024 | CLASS A SHORT SLEEVE FOR R | 247.90 | |
| | | | | 15178 | 4/10/2024 | SAFETY EQUIPMENT FOR DEPAI | 4,462.75 | |
| | | | | 15209 | 4/11/2024 | SAFETY EQUIPMENT FOR RECR | 1,130.34 | |
| | | | | 15210 | 4/11/2024 | SAFETY EQUIPMENT FOR RECR | 809.95 | |
| | | | | 15249 | 4/12/2024 | SAFETY EQUIPMENT FOR RECR | 187.31 | |
| | | | | 14816 | 3/20/2024 | UNIFORM AND ACCESSORIES F( | 197.68 | |
| | | | | 15052 | 4/3/2024 | SAFETY EQUIPMENT FOR OFFIC | 209.42 | |
| | | | | 15208 | 4/11/2024 | SAFETY EQUIPMENT FOR RECR | 809.95 | |
| | | | | 15211 | 4/11/2024 | SAFETY EQUIPMENT FOR RECR | 1,130.34 | |
| | | | | 15432 | 4/19/2024 | CUSTOM LEG TAPER (FULL TAPI | 66.15 | |
| | | | | 15547 | 4/25/2024 | CLASS A LONG SLEEVE - FEMAL | 136.60 | 10,936.63 |
| 105945 | 5/28/2024 | 00003851 | THOMSON REUTERS | 849973235 | 4/1/2024 | MARCH 2024 - WEST INFORMATI | 759.00 | 759.00 |
| | Voucher: | | | | | | | |
| 105946 | 5/28/2024 | 0011640 | TIREHUB, LLC | 41410049 | 4/17/2024 | TIRES PURCHASE | 549.43 | |
| | Voucher: | | | 41556130 | 4/25/2024 | TIRES FOR UNIT # 614 | 435.68 | 985.11 |
| 105947 | 5/28/2024 | 0010699 | TRANSYSTEMS CORPORATION | 0004451336 | 4/17/2024 | THRU MAR 2024 - I-710 FIRESTO | 19,531.02 | 19,531.02 |
| | Voucher: | | | | | | | |
| 105948 | 5/28/2024 | 0012020 | TRIPEPI, SMITH AND ASSOCIATE | 12152 | 4/15/2024 | EXTEND MARKETING, COM OUT | 3,900.00 | 3,900.00 |
| | Voucher: | | | | | | | |
| 105949 | 5/28/2024 | 0008005 | U.S. BANK-PARS ACCT#67460225 | APR 2024 | 3/28/2024 | APR 2024: PARS SUPPLEMENTA | 5,291.55 | |
| | Voucher: | | | MAY 2024 | 4/28/2024 | MAY 2024: PARS SUPPLEMENTA | 5,291.55 | 10,583.10 |
| 105950 | 5/28/2024 | 0008005 | U.S. BANK-PARS ACCT#67460225 | MAY 2024 MOSTA | 4/23/2024 | MAY 2024: M. MOSTAKHAMI: PAF | 680.00 | |
| | Voucher: | | | MAY 2024 LOUIE | 4/23/2024 | MAY 2024: KEN LOUIE: PARS - E) | 550.00 | 1,230.00 |
| 105951 | 5/28/2024 | 0005750 | UNITED INDUSTRIES | 232868 | 4/29/2024 | INVENTORY PO/ NITRILE GLOVE | 2,024.55 | 2,024.55 |
| | Voucher: | | | | | | | |
| 105952 | 5/28/2024 | 0010265 | UNITED PACIFIC SERVICES, INC. | 24-0502-5 | 5/2/2024 | 4/11/24-5/1/24 - TREE MAINTENAI | 2,320.00 | |
| | Voucher: | | | 24-0502-4 | 5/2/2024 | 4/11/24-5/1/24 - TREE MAINTENAI | 19,485.00 | |
| | | | | 24-0411-2 | 4/11/2024 | 3/28/24-4/10/24 - TREE MAINTEN/ | 25,240.00 | 47,045.00 |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 105953 | 5/28/2024 | 00004975 | US ARMOR | 45728 | 4/19/2024 | VEST- ENFORCER CONCEALABI | 927.10 | |
| | Voucher: | | | 45729 | 4/19/2024 | VEST- ENFORCER CONCEALABI | 1,019.80 | 1,946.90 |
| 105954 | 5/28/2024 | 0014367 | V&H ELECTRICAL AUTOMATION | SO2024-8 | 3/28/2024 | SCADA SERVICES | 973.86 | |
| | Voucher: | | | SO2024-9 | 4/22/2024 | SCADA SERVICES | 1,108.86 | 2,082.72 |
| 105955 | 5/28/2024 | 0014551 | VANDERWIEL, JACOB | Ref000330544 | 4/24/2024 | UB REFUND CST #00058577 - 31: | 198.33 | 198.33 |
| | Voucher: | | | | | | | |
| 105956 | 5/28/2024 | 0014536 | VARGAS, YOLANDA | Ref000330529 | 4/17/2024 | UB REFUND CST #00062762 - 81( | 163.95 | 163.95 |
| | Voucher: | | | | | | | |
| 105957 | 5/28/2024 | 00001848 | VERIZON WIRELESS | 9962262847 | 4/21/2024 | ACCT# 870804337-00001 - MAR 2 | 3,176.63 | 3,176.63 |
| | Voucher: | | | | | | | |
| 105958 | 5/28/2024 | 00002634 | VULCAN MATERIALS COMPANY | 73985038 | 4/29/2024 | ASPHALT, BASE, EMULSION PRC | 123.74 | 123.74 |
| | Voucher: | | | | | | | |
| 105959 | 5/28/2024 | 0014557 | WATKINS LAW GROUP, PC | FERNANDEZ, MA | 5/7/2024 | PAYMENT PER SETTLEMENT AG | 15,000.00 | 15,000.00 |
| | Voucher: | | | | | | | |
| 105960 | 5/28/2024 | 00002593 | WAXIE'S SANITARY SUPPLY | 82416988 | 4/16/2024 | INVENTORY PO/ JANITORIAL SU | 11,290.27 | |
| | Voucher: | | | 82422760 | 4/18/2024 | INVENTORY PO/ JANITORIAL SU | 327.22 | |
| | | | | 82423128 | 4/18/2024 | FACILITY SUPPLIES | 158.54 | 11,776.03 |
| 105961 | 5/28/2024 | 0010471 | WEBSTER'S BEE'S REMOVAL SR | 2364 | 4/23/2024 | BEES IN METER BOX AT 5155 DL | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 105962 | 5/28/2024 | 00000032 | WEST COAST MAILERS | 11634 | 4/10/2024 | MAILING SERVICE FOR THE PRC | 11,801.71 | |
| | Voucher: | | | 11636 | 4/10/2024 | MAILING SERVICE FOR THE PRC | 11,983.90 | 23,785.61 |
| 105963 | 5/28/2024 | 0011968 | WEX BANK | 96976262 | 5/7/2024 | 5/6/24 CLOSING DATE: SHELL G. | 1,443.12 | 1,443.12 |
| | Voucher: | | | | | | | |
| 105964 | 5/28/2024 | 00001522 | WHITE CAP CONSTRUCTION SUI | 10019833243 | 4/25/2024 | SPECIAL TOOLS | 310.77 | |
| | Voucher: | | | 50026461610 | 4/30/2024 | SPECIAL TOOLS | 775.17 | |
| | | | | 50026160854 | 4/8/2024 | SPECIAL TOOLS | 290.11 | |
| | | | | 10019629454 | 3/14/2024 | SPECIAL TOOLS | 1,071.59 | |
| | | | | 50026121977 | 4/4/2024 | SPECIAL TOOLS | 102.11 | |
| | | | | 50025425125 | 2/8/2024 | SPECIAL TOOLS | 1,212.75 | |
| | | | | 50025373179 | 2/5/2024 | SPECIAL TOOLS | 606.39 | 4,368.89 |
| 105965 | 5/28/2024 | 0012301 | WHITTIER FERTILIZER COMPAN | 410407 | 4/29/2024 | SOIL MIXES,AMENDMENTS & SP | 826.88 | 826.88 |
| | Voucher: | | | | | | | |
| 105966 | 5/28/2024 | 0007005 | WILLDAN FINANCIAL SERVICES | 010-57321 | 1/18/2024 | THRU DEC 2023 - ASSESSMENT | 13,350.00 | 13,350.00 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 105967 | 5/28/2024 | 0014203 | WILLIAM SCOTSMAN, INC. | 9020769649 | 4/24/2024 | 4/24/24-5/21/24 - RENTAL OF MOI | 1,729.01 | 1,729.01 |
| | Voucher: | | | | | | | |
| 105968 | 5/28/2024 | 00003442 | YOUNGBLOOD & ASSOCIATES, II | 2155A | 4/16/2024 | POLYGRAPHS | 300.00 | |
| | Voucher: | | | 2168A | 4/29/2024 | POLYGRAPHS | 3,300.00 | 3,600.00 |
| 105969 | 5/28/2024 | 00001376 | Z.A.P. MANUFACTURING INC | 8672 | 4/19/2024 | TRAFFIC SIGNS RECYCLES AND | 1,328.23 | 1,328.23 |
| | Voucher: | | | | | | | |
| 105970 | 5/28/2024 | 00000062 | ZIEGLER'S HARDWARE& SUPPLY | 3339 4/23/2024 | 4/23/2024 | MISC HARDWARE | 11.01 | |
| | Voucher: | | | 3342 | 4/24/2024 | MISC HARDWARE | 36.37 | |
| | | | | 3361 | 4/29/2024 | MISC HARDWARE | 26.43 | 73.81 |
| 39443728 | 5/1/2024 | 00001186 | EMPLOYMENT DEVELOPMENT DL | 0516013392 | 5/1/2024 | 1/1/24-3/31/24 UNEMPLOYMENT | 10,862.19 | 10,862.19 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 1,460,396.19

**285 checks and 1 wire transfer in this report.**

**Grand Total All Checks and Wire Transfers:** 1,460,396.19

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 2720 | 4/11/2024 | 00004708 | PERS HEALTH PLAN | Ben329312 | 4/11/2024 | MEDICAL HMO ANTHEM SELECT | 483,951.68 | 483,951.68 |
| | Voucher: | | | | | | | |
| 2735 | 5/9/2024 | 00000343 | PUBLIC EMPLOYEES RETIREMEI | Ben330601 | 5/9/2024 | MILITARY SERVICE CREDIT: PAY | 276,450.46 | 276,450.46 |
| | Voucher: | | | | | | | |
| 2736 | 5/9/2024 | 00002370 | INTERNAL REVENUE SERVICE | Ben330603 | 5/9/2024 | MEDICARE: PAYMENT | 194,357.06 | 194,357.06 |
| | Voucher: | | | | | | | |
| 2737 | 5/9/2024 | 00000004 | NATIONWIDE RETIREMENT SOLL | Ben330605 | 5/9/2024 | DEF COMP NATIONWIDE: PAYME | 69,653.16 | 69,653.16 |
| | Voucher: | | | | | | | |
| 2738 | 5/9/2024 | 00001186 | EMPLOYMENT DEVELOPMENT D | Ben330607 | 5/9/2024 | SDI: PAYMENT | 70,853.06 | 70,853.06 |
| | Voucher: | | | | | | | |
| 2739 | 5/9/2024 | 00004836 | SEIU LOCAL 721 CTW CLC-23900 | Ben330609 | 5/9/2024 | SEIU DUES: PAYMENT | 2,779.72 | 2,779.72 |
| | Voucher: | | | | | | | |
| 2741 | 5/9/2024 | 00004996 | SEIU-COPE LOCAL 721, LA/OC CI | Ben330613 | 5/9/2024 | SEIU- COPE LOCAL 721 DEDUCT | 41.00 | 41.00 |
| | Voucher: | | | | | | | |
| 2742 | 5/9/2024 | 00004988 | CHILD SUPPORT ON-LINE, STATE | Ben330615 | 5/9/2024 | CHILD SUPPORT-ONLINE: PAYMI | 1,036.12 | 1,036.12 |
| | Voucher: | | | | | | | |
| 2743 | 5/9/2024 | 0009920 | OCSE CLEARINGHOUSE SDU | Ben330617 | 5/9/2024 | GARNISHMENT - AR CHILD SUPI | 324.00 | 324.00 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 1,099,446.26

**9 wire transfers in this report.**

**Grand Total All Wire Transfers:** 1,099,446.26

Bank : efbotw BANK OF THE WEST EFT

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 3671 | 5/28/2024 | 0012466 | RET: ADAMS, PAUL L. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,299.14 | 1,299.14 |
| | Voucher: | | | | | | | |
| 3672 | 5/28/2024 | 0005570 | RET: ALONZO, ANTHONY | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 739.30 | 739.30 |
| | Voucher: | | | | | | | |
| 3673 | 5/28/2024 | 0012843 | RET: AUSTIN, BYRON A. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,413.56 | 1,413.56 |
| | Voucher: | | | | | | | |
| 3674 | 5/28/2024 | 0005813 | RET: AVILA, VINCENT | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3675 | 5/28/2024 | 0013775 | RET: AVILES, OMAR ADOLFO | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 3676 | 5/28/2024 | 0014366 | RET: BARKER, RILEY M. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3677 | 5/28/2024 | 0012982 | RET: BONILLA CLAYTON, YADIRA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3678 | 5/28/2024 | 00001265 | RET: BRASSFIELD, CHARLES R | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3679 | 5/28/2024 | 0006324 | RET: BURBACH, MAUREEN | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3680 | 5/28/2024 | 0012844 | RET: CAMACHO, EDWARD | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3681 | 5/28/2024 | 00000817 | RET: CHRIST, DOUGLAS F | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3682 | 5/28/2024 | 00003408 | RET: DAMRON, ROGER V | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3683 | 5/28/2024 | 0014404 | RET: DAVILA, PAULITA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 3684 | 5/28/2024 | 0013163 | RET: DAVIS, RANDALL JOHN | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,196.68 | 1,196.68 |
| | Voucher: | | | | | | | |
| 3685 | 5/28/2024 | 00001776 | RET: EADE, JOANN | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 167.79 | 167.79 |
| | Voucher: | | | | | | | |
| 3686 | 5/28/2024 | 00003973 | RET: EADS, KENNETH P. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 739.30 | 739.30 |
| | Voucher: | | | | | | | |
| 3687 | 5/28/2024 | 00003853 | RET: FANNIN, ZONA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |

Bank : efbotw BANK OF THE WEST EFT (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 3688 | 5/28/2024 | 0008820 | RET: FERNANDEZ, CARLOS | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3689 | 5/28/2024 | 00004403 | RET: FIELD, GARY | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3690 | 5/28/2024 | 0006507 | RET: FIGUEROA, GLORIA A. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3691 | 5/28/2024 | 0013564 | RET: FLAD, MICHAEL | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,339.68 | 1,339.68 |
| | Voucher: | | | | | | | |
| 3692 | 5/28/2024 | 00000605 | RET: FORRESTER, BOB L | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3693 | 5/28/2024 | 0005355 | RET: GALBREATH, RUSSELL | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 291.15 | 291.15 |
| | Voucher: | | | | | | | |
| 3694 | 5/28/2024 | 0011186 | RET: GAMBOA, OSCAR | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3695 | 5/28/2024 | 00000496 | RET: GEORGE, RONALD P | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3696 | 5/28/2024 | 00001660 | RET: GOMEZ, RANDOLPH | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 3697 | 5/28/2024 | 0013121 | RET: GONZALES, LORETTA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3698 | 5/28/2024 | 00003940 | RET: GONZALEZ, HIRAM | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3699 | 5/28/2024 | 0006328 | RET: GUTIERREZ, MANUEL | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3700 | 5/28/2024 | 0006510 | RET: HERNANDEZ, MARIA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3701 | 5/28/2024 | 0006329 | RET: HOMSHER, HUGH | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3702 | 5/28/2024 | 0013216 | RET: HUFFMAN, EDWARD RAYMC | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3703 | 5/28/2024 | 0012845 | RET: HUGAR L., JAMES | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3704 | 5/28/2024 | 00004784 | RET: HUNTRODS, RICHARD F | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 239.00 | 239.00 |
| | Voucher: | | | | | | | |

Bank : efbotw BANK OF THE WEST EFT (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 3705 | 5/28/2024 | 0009521 | RET: HUPP, KEITH | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3706 | 5/28/2024 | 0008058 | RET: INMAN, RONALD | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3707 | 5/28/2024 | 00004785 | RET: IRISH, TERRY F | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3708 | 5/28/2024 | 0011110 | RET: JOHNSON, GERALD | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3709 | 5/28/2024 | 00004787 | RET: KENNEDY, GARY E | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3710 | 5/28/2024 | 0005356 | RET: KEY, ANDREW | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3711 | 5/28/2024 | 0011111 | RET: KOOMEN, SHERI L. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3712 | 5/28/2024 | 0009946 | RET: LEFEVER, STEVEN A. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 200.00 | 200.00 |
| | Voucher: | | | | | | | |
| 3713 | 5/28/2024 | 00004789 | RET: LILLEY, RAYMOND E | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3714 | 5/28/2024 | 0012707 | RET: LLOYD, BRUCE W. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3715 | 5/28/2024 | 0012927 | RET: LONG, PENG | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3716 | 5/28/2024 | 0005633 | RET: LOPEZ, ALFONSO | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 590.37 | 590.37 |
| | Voucher: | | | | | | | |
| 3717 | 5/28/2024 | 0006511 | RET: LOPEZ, RAMON A. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3718 | 5/28/2024 | 0009453 | RET: LOPEZ, VERONICA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3719 | 5/28/2024 | 0013398 | RET: MARIN, SANDRA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3720 | 5/28/2024 | 0007656 | RET: MATSUKIYO, DAVID | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3721 | 5/28/2024 | 0014276 | RET: MCEVILLY, DEBORAH | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 300.00 | 300.00 |
| | Voucher: | | | | | | | |

Bank : efbotw BANK OF THE WEST EFT (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 3722 | 5/28/2024 | 0013777 | RET: MONTANEZ JR., ABELINO | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 3723 | 5/28/2024 | 00003328 | RET: MOSBY, DOROTHEA S | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 167.79 | 167.79 |
| | Voucher: | | | | | | | |
| 3724 | 5/28/2024 | 0011895 | RET: MUNOZ, ALFREDO | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3725 | 5/28/2024 | 00003239 | RET: NASSAR, SAMI R | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 200.00 | 200.00 |
| | Voucher: | | | | | | | |
| 3726 | 5/28/2024 | 0012468 | RET: ORTIZ, JULIAN | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 708.41 | 708.41 |
| | Voucher: | | | | | | | |
| 3727 | 5/28/2024 | 0012467 | RET: PATINO, IGNACIO M. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3728 | 5/28/2024 | 0011522 | RET: PELLERIN, ROBERT | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3729 | 5/28/2024 | 00005237 | RET: PEREZ, SUSAN | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3730 | 5/28/2024 | 0010733 | RET: PIXLER, DAVID | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,422.62 | 1,422.62 |
| | Voucher: | | | | | | | |
| 3731 | 5/28/2024 | 0006326 | RET: RAMIREZ, VIRGINIA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3732 | 5/28/2024 | 0006327 | RET: RASCO, ANGELA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3733 | 5/28/2024 | 0011967 | RET: RIVERA, FRANK J. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 747.95 | 747.95 |
| | Voucher: | | | | | | | |
| 3734 | 5/28/2024 | 0011978 | RET: RIVERA, HANNAH TELLEZ-C | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 747.95 | 747.95 |
| | Voucher: | | | | | | | |
| 3735 | 5/28/2024 | 0012837 | RET: RODRIGUEZ, ANNA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3736 | 5/28/2024 | 0012682 | RET: RUIZ, NELLIE | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3737 | 5/28/2024 | 0011112 | RET: SALDIVAR, MARIO M. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3738 | 5/28/2024 | 0013274 | RET: SAUCEDO NEVAREZ, LUIS M | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |

Bank : efbotw BANK OF THE WEST EFT (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 3739 | 5/28/2024 | 0009865 | RET: SCHRADER, GEORGE R. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,245.00 | 1,245.00 |
| | Voucher: | | | | | | | |
| 3740 | 5/28/2024 | 0011521 | RET: SCOTT, DAVID | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3741 | 5/28/2024 | 0013273 | RET: SEKIYA, JONATHAN M | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3742 | 5/28/2024 | 0006513 | RET: SHETTER, RANDOLPH M. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3743 | 5/28/2024 | 00000869 | RET: SMITH, CHARLES R | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3744 | 5/28/2024 | 00004796 | RET: SPEELMAN, PATRICIA L | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3745 | 5/28/2024 | 00002147 | RET: SPROWLS, KENNETH C | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3746 | 5/28/2024 | 0008313 | RET: SULLIVAN, DARREN | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3747 | 5/28/2024 | 0006512 | RET: TATTI, WILLIAM P. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3748 | 5/28/2024 | 0012960 | RET: TAYLOR, TOM C. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3749 | 5/28/2024 | 0014457 | RET: TEEPLES, JAMES | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |
| 3750 | 5/28/2024 | 0014524 | RET: TIMOTEO, VINEULA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 3751 | 5/28/2024 | 0005357 | RET: TODD, ROBERT M. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 616.10 | 616.10 |
| | Voucher: | | | | | | | |
| 3752 | 5/28/2024 | 0014403 | RET: TORRES, DAVID E | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 200.00 | 200.00 |
| | Voucher: | | | | | | | |
| 3753 | 5/28/2024 | 0012959 | RET: TREJO, RAMONA M | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3754 | 5/28/2024 | 0014379 | RET: URTEZ, YOLANDA | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 3755 | 5/28/2024 | 00003573 | RET: VAN LIEROP, MARTIN G | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 291.15 | 291.15 |
| | Voucher: | | | | | | | |

Bank : efbotw BANK OF THE WEST EFT (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 3756 | 5/28/2024 | 0013776 | RET: VARGAS, ALEX J. | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 3757 | 5/28/2024 | 00003959 | RET: WADE, RICHARD | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 291.15 | 291.15 |
| | Voucher: | | | | | | | |
| 3758 | 5/28/2024 | 0007655 | RET: WELLS, GREGORY | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 708.41 | 708.41 |
| | Voucher: | | | | | | | |
| 3759 | 5/28/2024 | 00004379 | RET: WHALEN, HARVEY | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 3760 | 5/28/2024 | 00000498 | RET: WILLIAMS, GALE M | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 3761 | 5/28/2024 | 0008821 | RET: WILLIAMS, TIMOTHY | MAY 2024 | 5/9/2024 | MAY 2024- RETIREE MEDICAL IN | 1,435.98 | 1,435.98 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST EFT:** 55,168.08

**91 EFTs in this report.**

**Grand Total All EFTs:** 55,168.08

# WARRANT REGISTER SUMMARY CITY
# COUNCIL MEETING OF 5/28/2024

| | | |
|---|---|---|
| TOTAL PART I - PREPAID CHECKS (5/8/2024) | | 102,870.26 |
| TOTAL PART II - PAYROLL-RELATED CHECKS | | 55,951.88 |
| TOTAL PART III - PREPAID CHECKS (5/15/2024) | | 126,591.83 |
| TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS | | 1,460,396.19 |
| TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS | | 1,099,446.26 |
| TOTAL PART VI - ACCOUNTS PAYABLE EFTs | | 55,168.08 |
| | SUB - TOTAL | 2,900,424.50 |
| LESS: VOIDS | | 0.00 |
| LESS: EMPLOYEE PAYROLL DEDUCTIONS | | (439,094.16) |
| | GRAND TOTAL | 2,461,330.34 |

## SOUTH GATE CITY COUNCIL
## WARRANT APPROVAL AND CANCELLATION

Warrant Number **105754** to Warrant Number **105970** inclusive, plus WireTransfers and EFTs totaling **$2,461,330.34** as listed on the accompanying Accounts Payable Warrant Register of **MAY 28, 2024** are approved as presented, with the exception of the following voided and replacement warrants:

| Voided Check Number | Vendor | Check Date | Amount | Reason for Void or Replacement |
|---|---|---|---|---|
| | none | | | |
| | TOTAL OF VOIDED CHECKS | | $0.00 | |
| | | | | |
| 103735 | YOUNG, JESSE | 12/12/2023 | $65.00 | LOST IN MAIL. 5/8/2024 VOIDED AND ISSUED REPLACEMENT CHECK# 105758 |
| | * TOTAL OF REPLACEMENT CHECKS | | $65.00 | |
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* Replacement checks reported in previous warrant registers have no impact to the grand total.

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **MAY 28, 2024** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.