SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, May 13, 2025 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, Maria Davila	**CITY CLERK,** Yodit Glaze
VICE MAYOR, Joshua Barron	**CITY TREASURER,** Jose De La Paz
COUNCIL MEMBER, Maria del Pilar Avalos	**CITY MANAGER,** Rob Houston
COUNCIL MEMBER, Gil Hurtado	**CITY ATTORNEY,** Raúl 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 4:00 pm 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: Maria Davila, Mayor

INVOCATION: Pastor Ernesto Trejo, South Gate Church of Christ

PLEDGE OF ALLEGIANCE: Luis Frausto, Director of Administrative Services

ROLL CALL: Yodit Glaze, City Clerk

Presentation

1. Greater Los Angeles County Vector Control District Presentation

The City Council will consider receiving and filing a presentation from Greater Los Angeles County Vector Control District. (CM)

Documents:

Item 1 Report 05132025.pdf

Public Hearings

2. Authorize City Manager to Execute Agreement with Alameda Engle Properties (AEP) to Terminate All Use of the Property at 8530 Alameda Street

The City Council will consider: (AS)

1. **DISCUSS** a proposed agreement for the termination of all truck trailer storage, the removal of all trucks trailers, the implementation of air quality monitoring, and the transition of the property at 8530 Alameda Street, South Gate ("Subject Property") to a legally allowable use;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **AUTHORIZE** the City Manager to execute agreement included in Attachment 1.

Documents:

Item 2 Report 05132025.pdf

3. Appeal of Planning Commission's Decision upholding the Director's Determination to Deny an Extension of Temporary Use Permit No. 2020-01 for Truck Trailer Storage at a Property Located at 8530 Alameda Street

The City Council will consider: (CD)
1. **CONDUCT** a public hearing pursuant to South Gate Municipal Code Section 11.50.040.B;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **ADOPT** the findings as outlined in the Resolution (Attachment A); and
4. **UPHOLD** the decision of the Planning Commission to uphold the determination of the Director of Community Development to deny an extension of TUP No. 2020-01.

Documents:

Item 3 Report 05132025.pdf

4. Appeal of Planning Commission's Decision upholding the Director's determination that the legal, nonconforming use for metal processing and/or recycling activities at a property located at 8530 Alameda Street have been abandoned and can no longer be conducted, and the use of the site for truck trailer storage as a principal use is not a legal, nonconforming use and must be immediately terminated

The City Council will consider: (CD)
1. **CONDUCT** a public hearing pursuant to South Gate Municipal Code Section 11.50.040.B;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **ADOPT** the findings as outlined in the Resolution (Attachment A); and
4. **UPHOLD** the decision of the Planning Commission upholding the determination of the Director of Community Development that the legal, nonconforming use for a metal processing and/or recycling activities at the subject property have been abandoned and can no longer be conducted, and the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.

Documents:

Item 4 Report 05132025.pdf
Attachment A.pdf
Attachment B.pdf
Attachment C.pdf
Attachment D.pdf
Attachment E.pdf
Attachment F.pdf

5. Zone Change and General Plan Amendment for a Property Located at 8530 Alameda Street to change the zone from IF (Industrial Flex) to M3 (Heavy Manufacturing)

The City Council will consider: (CD)

1. **CONDUCT** a public hearing pursuant to South Gate Municipal Code Section 11.50.040.B;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **ADOPT** the findings as outlined in the Resolution (Attachment A); and
4. **DENY** the zone change of the subject property from IF to M3 and amendments to the Community Design Element and Housing Element of the General Plan regarding removing the subject property from the South Gate College District.

Documents:

Item 5 Report 05132025.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 **6, 7, 8, 9, 10, 11, and 12** 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.

6. Resolution reclassifying the Full-Time Deputy Director of Finance to the Accounting and Finance Manager retitling the Full- Time Budget and Finance Manager to the Budget and Procurement Manager in the Administrative Services Department

The City Council will consider: (HR)

a. Adopting a Resolution to approve the reclassification of full-time Deputy Director of Finance position to a full-time Accounting and Finance Manager and to retitle the full-time Budget and Finance Manager position to a full-time Budget and Procurement Manager in the Administrative Services Department.

Documents:

Item 6 Report 05132025.pdf

7. Amendment No. 2 to Contract No. 2023-58-AC with Executive Management Security, Inc., for Parks Security

The City Council will consider: (HR)

a. Approving Amendment No. 2 to Contract No. 2023-58-AC with Executive Management Security, Inc., (“Agreement”) to extend the term of the Agreement for unarmed security services in the amount not-to-exceed $115,000 and to continue services through November 1, 2025; and

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

Documents:

Item 7 Report 05132025.pdf

8. Amendment No. 4 to Contract No. 2023-94-CC with MV Cheng & Associates for Temporary Professional Staffing Services

The City Council will consider: (AS)

a. Approving Amendment No. 4 to Contract No. 2023-94-CC with MV Cheng & Associates, through June 30, 2025, for temporary professional finance and accounting services in an amount not-to-exceed $85,000;
b. Appropriate $85,000 from the General Fund reserves to expenditure account number 100-301-12-6101 (Professional Services) to fund temporary professional staffing service; and
c. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

Documents:

Item 8 Report 05132025.pdf

9. Agreement with Sequel Contractors, Inc., for construction of the Citywide Residential Resurfacing Project, Phase IV, City Project No. 699-ST and the Citywide Sidewalk Improvement Project, Phase X, City Project No. 698-ST

The City Council will consider: (PW)

a. Approving an Agreement with Sequel Contractors, Inc., to construct the Citywide Residential Resurfacing, Phase IV, City Project No. 699-ST, and the Citywide Sidewalk Improvement Project, Phase X, City Project No. 698-ST, in an amount not-to-exceed $3,638,773, inclusive of the $3,546,573 Base Bid and $92,200 in Additive Alternate Bid;
b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;
c. Authorizing the City Manager to approve contract change orders up to a cumulative amount of $545,816 to avoid delaying construction and payment of invoices involving change order work;
d. Transferring $70,000 in Measure R Funds and $100,000 in Development Funds from the Firestone Boulevard Enhancement Capacity, City Project No. 476-ST to the Residential Resurfacing Phase IV, City Project No. 699-ST, to fund drainage improvements at the intersection of the Firestone Boulevard and Dearborn Avenue;
e. Transferring $89,000 in Measure R Funds and $101,000 in Prop C Local Return Funds from the Garfield Avenue and Imperial Highway Street Improvements, City Project No. 419-ST to the Residential Resurfacing Phase IV, City Project No. 699-ST, to fund the construction of the U-turn pocket on Imperial Highway;
f. Appropriating $752,540 in Community Development Block Grant (“CDBG”) Funds to the Residential Resurfacing, Phase IV, City Project No. 699-ST to fund improvements on Industrial Avenue, Pinehurst Avenue, and Hildreth Avenue;
g. Transferring $210,000 in Road Mitigation Funds and $250,000 in Urban Greening Funds from the Long Beach Boulevard Street Improvements, City Project No. 515-ST to the Residential Resurfacing Phase IV, City Project No. 699-ST, to fund ADA curb ramps, pedestrian lighting, and traffic loop replacements on Long Beach Boulevard;

h. Appropriating $350,000 in Water Funds to the Residential Resurfacing, Phase IV, City Project No. 699-ST to fund water improvements on Frontage Road East;
i. Adopting a finding determining the Residential Resurfacing Project IV as categorically exempt under Title 14 of the California Code of Regulations, Section 15301 and the projects are categorically exempt under Existing Facilities Section 15301 Class (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (including road grading for the purpose of public safety) and to be categorically excluded under Section 326 of amended Chapter 3 of Title 23, United States Code (23 U.S.C. § 326) without significant impacts on the environment as defined by the National Environmental Policy Act ("NEPA"); and
j. Approving the Notice of Exemption for the construction of the Residential Resurfacing Phase IV Project and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

Documents:

Item 9 Report 05132025.pdf

10. Agreement with Chamber of Commerce for Promotion of Community Activities

The City Council will consider:

a. Approving an Agreement with the South Gate Chamber of Commerce for promotion of community activities in Fiscal Year 2025/2026 in the amount not to exceed $50,000; and
b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

Item 10 Report 05132025.pdf

11. Change Order No. 1 with Fast Deer Bus Charter, Inc., to Provide Buses for Recreation Programs

The City Council will consider approving: (PARKS)
a. Approving a change order in the amount of $26,840 to increase the overall original purchase order issued to Fast Deer Charter, Inc., to the amount of $67,141 (P.O. No. 0008804) to provide transportation for Parks and Recreation trips for the remainder of the current fiscal year 2024/25; and
b. Authorizing the Director of Parks and Recreation to execute any additional documents needed.

Documents:

Item 11 Report 05132025.pdf

12. Purchase and Installation of New Scoreboard for the Marvin Cole Gymnasium

The City Council will consider: (PARKS)

a. Approving a purchase order with ABV Scoreboard Services, Inc.(NEVCO) for delivery, and installation of scoreboard equipment at the Sports Center in the amount of $77,589.23; and
b. Authorizing the Director of Parks & Recreation to approve any additional costs needed to complete the purchase and installation of the scoreboards.

Documents:

Item 12 Report 05132025.pdf

Reports, Recommendations And Requests

13. Resolution making certain findings for an exception to the 180-Day wait period

The City Council will consider: (HR)
a. Adoption of a Resolution making certain findings that allow a recently retired Director of Finance to be hired for temporary, part-time employment with the City of South Gate commencing within the 180-day wait period from his retirement from the City of South Pasadena.

Documents:

Item 13 Report 05132025.pdf

14. Mid-Year Budget Report and Adjustments for Fiscal Year 2024-25

The City Council will approve: (AS)
a. Approve the Fiscal Year 2024-25 Mid-Year Budget Report and Adjustments;
b. Approve of Fiscal Year 2023-24 Capital Improvement Program Carryovers; and
c. Adopt a Resolution of the City Council of the City of South Gate Approving Fiscal Year 2024-2025 Mid-Year Budget Amendments and Adjustments.

Documents:

Item 14 Report 05132025.pdf

15. Warrant Register for May 13, 2025

The City Council will consider approving the Warrant Register for May 13, 2025. (ADMIN SVCS)

Total of Checks:	$4,401,372.00
Less: Voids	$ (2,351.02)
Less: Employee Payroll Deductions	$ (382,601.36)
Grand Total:	$4,016,419.62

Cancellations: 104574, 104575, 105343, 106463, 106819, 107089, 107642, 107675, 107694, 107712, 107764, 107848

Documents:

Item 15 Report 05132025.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on May 8, 2025, at 05:55 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.

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, email, mail. 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 C
MAY - 7 202
FILED
4:30 pm

GREATER LA COUNTY VECTOR CONTROL DISTRICT

Maritza Olmos | Operations Manager | GLAmosquito.org

About Our District

We are the largest of 5 vector control special districts servicing LA County, with our current cost per single family home being $18.97 annually.



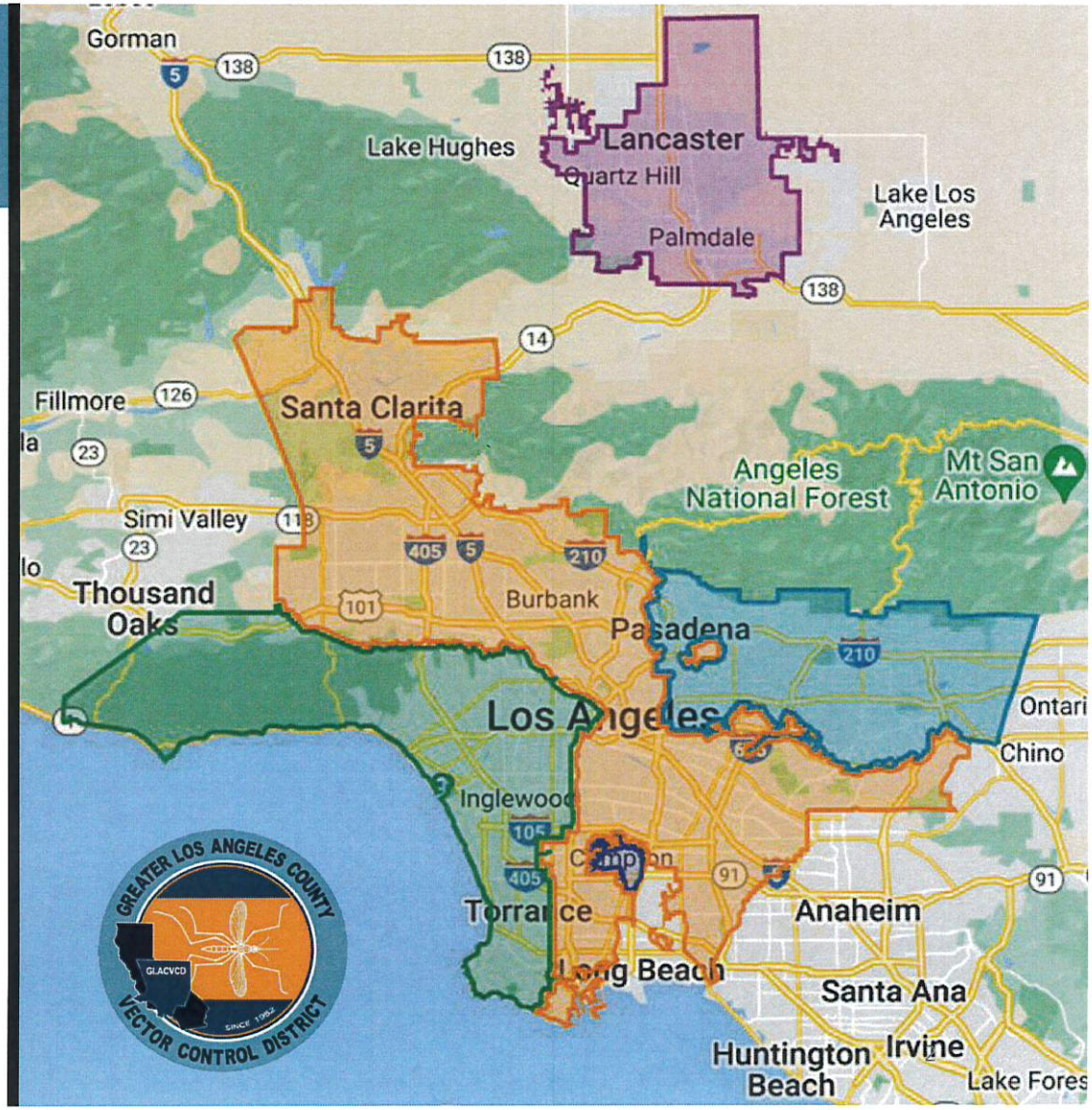
Mosquitoes



Black Fly



Midge



Mosquito-borne Diseases in South Gate

Dengue Fever
Growing Threat

- **140 Travel-associated cases** in GLACVCD jurisdiction
- **3 Locally acquired cases** in GLACVCD
- **14 cases** in LA County

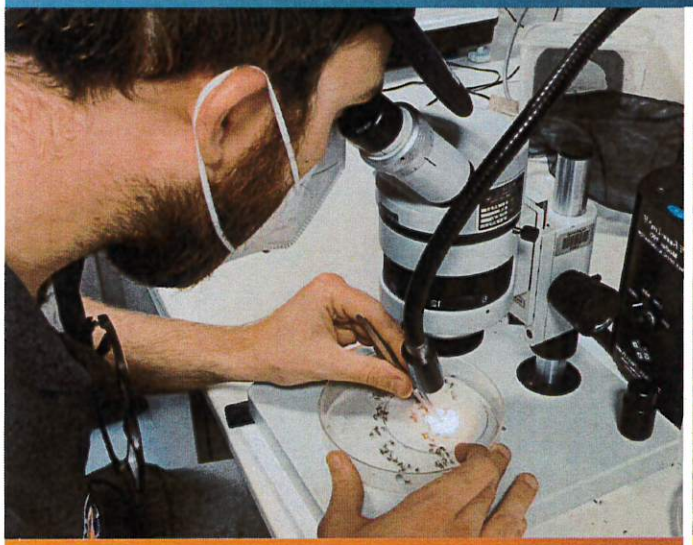
West Nile virus (WNV)
Continuous Problem

Saint Louis Encephalomyelitis (SLE)
Occasionally Detected

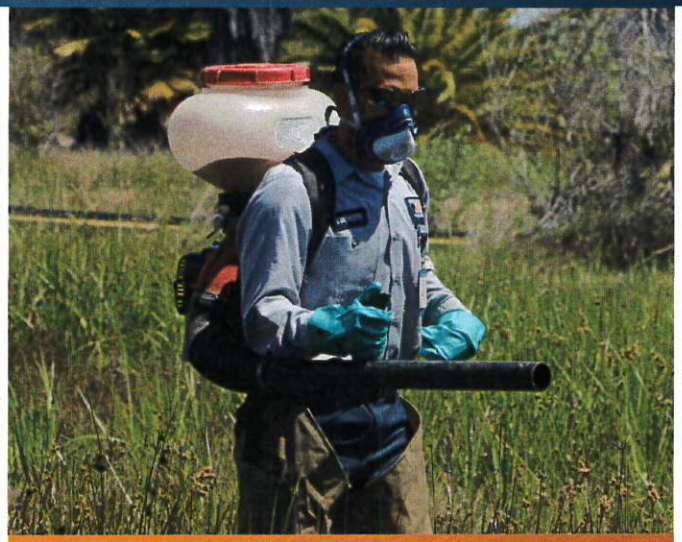


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Integrated Vector Management (IVM)



Surveillance



Control



Education

"Our departments control mosquitoes through surveillance, management, education, & outreach"

Operations | High Visibility

Service Request Response

- Phone
- Website

Mosquito-borne Disease Case Response (*Aedes*)

- Door-to-door yard inspections
- Control efforts



5

57

Operations | Medium Visibility

Vector Control Specialist (VCS) Single Routes

- Public sources

Swimming Pool Program

Street Gutters



Operations | Medium Visibility

Vector Control Specialist (VCS) Single Routes

- Public sources

Swimming Pool Program

Street Gutters



Operations | Medium Visibility

Vector Control Specialist (VCS) Single Routes

- Public sources

Swimming Pool Program

Street Gutters



Operations | Low Visibility

Underground Storm Drain System (USDS)

Flood Control Channels & Stormwater

- Conveyance Systems
- Water Storage Systems



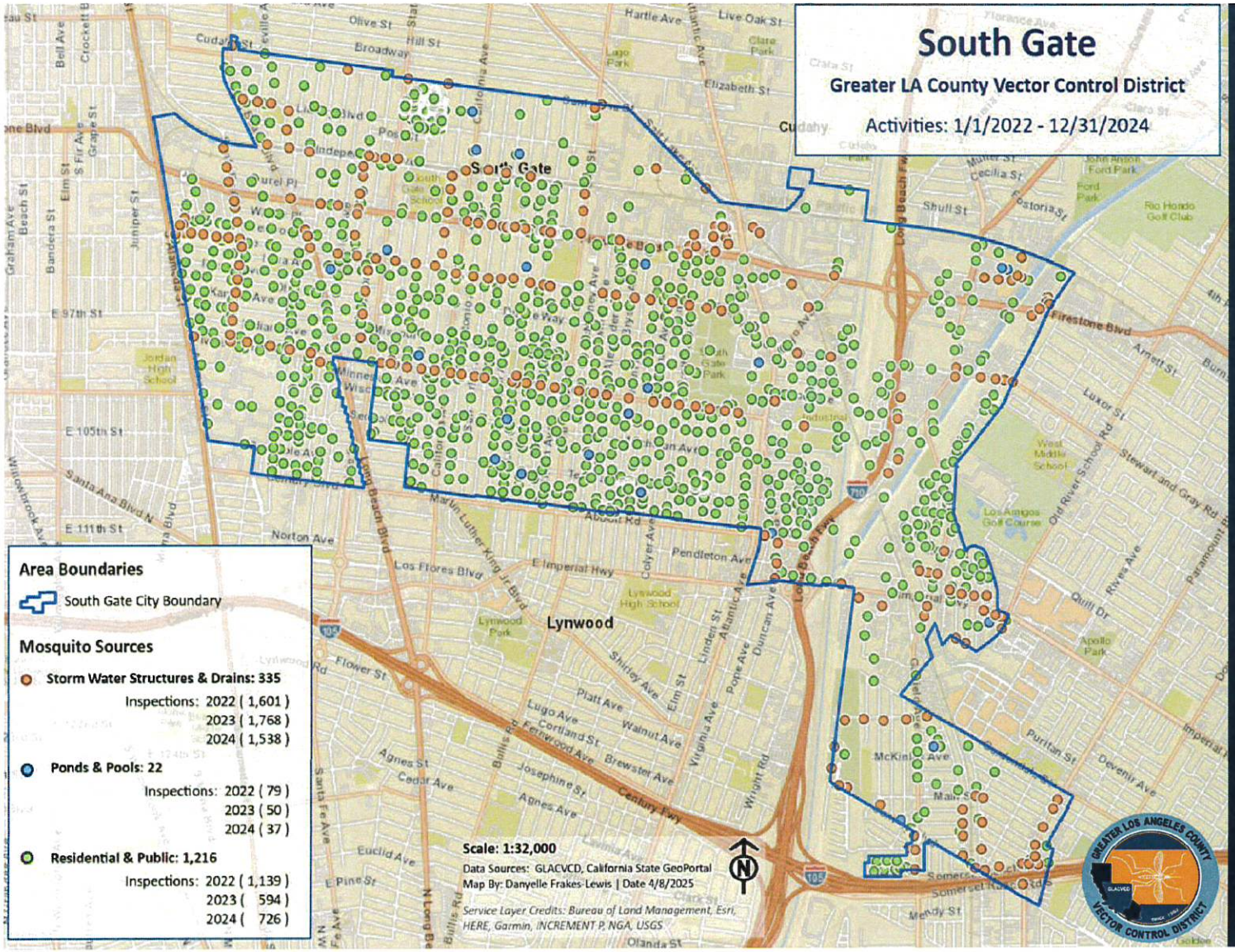
Operations | Low Visibility

Underground Storm Drain System (USDS)

Flood Control Channels & Stormwater

- Conveyance Systems
- Water Storage Systems





Mosquito Sources in South Gate (2024)

- 1,216 Residential & Public
- 22 Ponds & Pools
- 335 Storm Water Structures and Drains

Scientific & Technical Department

Utilizes innovative field and laboratory techniques to monitor mosquito, black fly, and midge populations as well as vector-borne diseases.



Black Fly Surveillance



Mosquito Trapping



Mosquito Identification



Dead Bird Testing

9

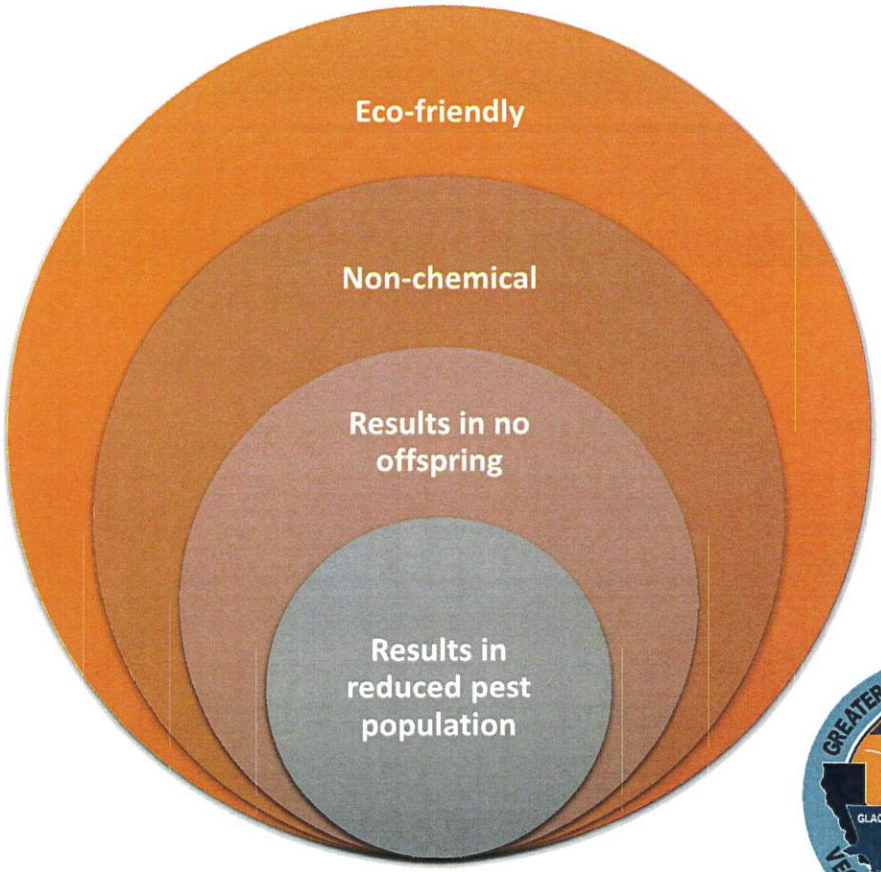
12

Sterile Insect Technique (SIT)

- X-ray sterilization of male mosquitoes
- Release of sterile males over time
- Sterile males to mate with wild females

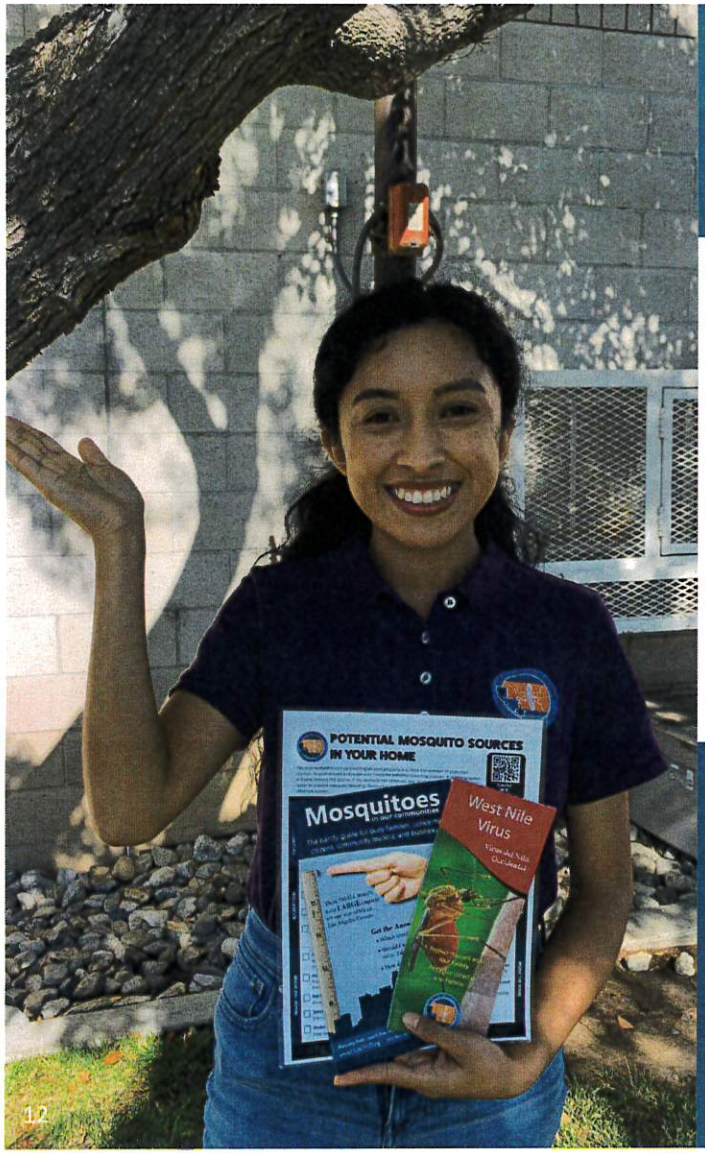


SIT Benefits





GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
GLACVCD
SINCE 1952



Communications Department

Community Outreach → Youth Education → City/Community Presentations → Traditional Media & Social Media

- Promotes public awareness of the District services
- Educates the public about mosquitoes and vector-borne diseases

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Partner With Us



- Follow & share GLACVCD updates from social media accounts on city platforms
- Encourage residents to call & visit District website to submit service requests
- Add a District tab to city websites and a rolling item on city marquees / newsletters

13



Thank you!

Greater Los Angeles County Vector Control District

Contact

Website | www.GLAmosquito.org

Phone | (562) 944-9656

Email | communityaffairs@glacvcd.org

SOCIAL MEDIA

@GLAmosquito

MARITZA OLMOS | OPERATIONS MANAGER | molmos@GLAmosquito.org

Item No. 2

Office of the
South Gate City Clerk

MAY - 8 2025 2:45pm

FILED

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: ***May 13, 2025***

Director of Community Development: *Gabriel Perez* ***City Manager:*** *Rob Houston*

SUBJECT: AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT WITH ALAMEDA ENGLE PROPERTIES (AEP) TO TERMINATE ALL USE OF THE PROPERTY AT 8530 ALAMEDA STREET AS A TRUCK TRAILER STORAGE FACILITY AND TO IMPLEMENT AIR QUALITY MONITORING, AND DETERMINING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PL 23-0061, PL 25-0054, PL 25-0070)

PURPOSE: To review an agreement between the City, Alameda Engle Properties, LLC ("AEP"), Fleet Yards, Inc. ("Fleet Yards"), and the City listing the terms and timeline for the termination of all truck trailer storage, the removal of all trucks trailers, the implementation of air quality monitoring, and the transition of the property at 8530 Alameda Street, South Gate ("Subject Property") to a legally allowable use.

PROJECT OVERVIEW

1.	Project Location:	8530 Alameda Street
2.	Assessor's Parcel Number:	6202-036-003
3.	Property Owner:	Alameda Engle Properties (Jason Engle)
4.	Tenant/Occupant:	Fleet Yards, Inc. (Daniel Otting)
5.	Appellant/Representative:	Sara Atsbaha, Somos Law Group
6.	General Plan Designation:	Industrial (Community Design Element, Figure CD 1, Existing Land Uses) South Gate College District Subarea 1 (Community Design Element, Figure CD 4, Districts)
7.	Zoning:	IF (Industrial Flex)

RECOMMENDED ACTION:

1. **DISCUSS** a proposed agreement for the termination of all truck trailer storage, the removal of all trucks trailers, the implementation of air quality monitoring, and the transition of the property at 8530 Alameda Street, South Gate ("Subject Property") to a legally allowable use;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **AUTHORIZE** the City Manager to execute agreement included in Attachment 1.

ENVIRONMENTAL EVALUATION

The City Council's determination on an agreement to terminate a use is not subject to California Environmental Quality Act (CEQA) review because it is not an "approval" as defined in California Code of Regulations, Title 14, Section 15352, but rather an agreement to terminate a use at a site,

and therefore does not commit the City to any definite course of action regarding a new use on the subject property. Furthermore, CEQA does not apply to projects which a public agency rejects or disapproves pursuant to Section 15270(a).

BACKGROUND

Notwithstanding the erroneous issuance of a Temporary Use Permit in July 2020, City Staff has diligently and consistently been seeking the termination of the use of the Subject Property for truck trailer storage – including by denying any extension of Temporary Use Permit TUP 2020-01, rejecting any assertion by Alameda Engle Properties ("AEP") and/or Fleet Yards that such use is not legal, nonconforming and must otherwise cease, and recommending denial of any change of zone for the Subject Property and amendments to the zoning of the Subject Property or the General Plan that would otherwise allow such use to continue.

As a result of the City's efforts, AEP has exercised its due process rights to appeal first to the Planning Commission and subsequently to the City Council, the the Community Development Director's decision to deny any extension of TUP 2020-01 and the Community Development Director's determination that the use of the Subject Property for truck trailer storage is not a legal, nonconforming use and that it must otherwise terminate (hereinafter, "Appeals"). AEP's Appeals and the public hearing regarding AEP's application for a zone change and general plan amendment (hereinafter, collectively, "Public Hearings") were scheduled for April 22, 2025.

At the Public Hearings on April 22, 2025, AEP requested a continuance of the Public Hearings to negotiate the terms of an Agreement with the City to terminate all use of the Subject Property for truck trailer storage – which, once entered, AEP would withdraw its Appeals and its application for a zone change and to amend the City's General Plan.

After hearing from AEP's legal counsel, the public was provided an opportunity to give public testimony prior to the City Council's consideration of AEP's request to continue the Public Hearings. Various members of the public provided comments on AEP's request for a continuance, as well as on the following three Public Hearings:

1. **Appeal of Planning Commission's Decision on Director's Determination:** Consideration of an appeal of the Planning Commission's decision upholding the Director's determination to deny an extension of Temporary Use Permit No. 2020-01 for truck trailer storage at the Subject Property.
    - Owner/Appellant: Alameda Engle Properties (Jason Engle)
    - Representative: Somos Law Group representing Alameda Engle Properties, LLC

2. **Appeal of Planning Commission's Decision on Director's Determination:** Consideration of an appeal of the Planning Commission's decision upholding the Director's determination that the legal, nonconforming use for metal processing and/or recycling activities at the Subject Property. have been abandoned and can no longer be re-commenced or conducted, and that the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.
    - Owner/Appellant: Alameda Engle Properties (Jason Engle)
    - Representative: Somos Law Group representing Alameda Engle Properties, LLC

3. **Zone Change and General Plan Amendment:** Request to change the zoning of a property at **8530 Alameda Street** from IF (Industrial Flex) to M3 (Heavy Manufacturing) and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan, including related text changes. On March 18, 2025, the Planning Commission reviewed the request and voted unanimously to recommend denial to the City Council.
    - Owner/Applicant: Alameda Engle Properties (Jason Engle)
    - Representative: Somos Law Group representing Alameda Engle Properties, LLC

There were 24 speakers who provided public testimony. At the conclusion of the public testimony, Council voted, 3-2 (Council Members Avalos and Rios dissenting), to continue the Public Hearings to the regularly scheduled meeting on May 13, 2025.

ANALYSIS:
City Staff has diligently and consistently been seeking the termination of the use of the Subject Property for truck trailer storage – however, the City is required to ensure that AEP and Fleet Yards are provided with their due process rights pursuant to the US Constitution and California Constitution. These due process rights include AEP's right to challenge decisions that have been made by the Community Development Director to the Planning Commission – and the right to appeal the Planning Commission's decision to the City Council.

During the course of these proceedings, City Staff has sought AEP's voluntary compliance with existing laws and the General Plan, however, City Staff was unwilling to recommend any agreement with AEP based upon AEP's desire to be granted ten (10) years to terminate the truck trailer storage use of the Subject Property. In consideration of AEP's and Fleet Yards' refusal to terminate the truck trailer storage use in a timely fashion – and in consideration of the health and safety concerns raised by the public, City Staff has steadfastly moved forward with the Public Hearings required for the City to lawfully terminate the truck trailer storage use of the Subject Property.

AEP and Fleet Yards is now prepared to enter into an agreement with the City which would result in, amongst other benefits, the following:

a) Termination of all truck trailer and container storage at the Subject Property on or before May 13, 2026;

b) Termination of all truck trailer and container storage at the parcel contiguous to the Subject Property (that is located in unincorporated Los Angeles County) on or before May 13, 2026;

c) Implementation of specified air quality monitoring efforts to address environmental concerns;

d) Immediate withdrawal of all Appeals and the request for a zone change and General Plan Amendment, as well as a waiver of any claims and/or causes of action AEP and/or Fleet Yards may have against the City related to the subject matter of the Public Hearings; and,

e) Assurances from AEP that it will seek an allowable use of the Subject Property, and that it will otherwise adhere to all applicable laws – including the Zoning Ordinance and General Plan.

There are a number of reasons why the City Council may consider the settlement agreement as the best option to achieve compliance, including:

1. City Staff and the community share concerns about the truck trailer and container storage on both the Subject Property in South Gate and upon the contiguous property located in unincorporated Los Angeles County creating and/or contributing to nuisance activities and conditions, as well as potential health and safety hazards. Settlement by means of the proposed Agreement would lead to the applicant's voluntary commitment to terminate all truck trailer and container storage activities on the City and County properties – thereby eliminating all adverse impacts from these activities upon our community. Without this Agreement, any decision by the City Council on the Public Hearings would have no impact upon the property in the unincorporated County – and would likely result in AEP and/or Fleet Yards continuing current operations on the County side.

2. The Agreement would result in the termination of all truck trailer and container storage – including the removal of all truck trailers and containers from the Subject Property (and the contiguous property in LA County) by a date certain – on or before May 13, 2026. A one-year transition period will allow the applicant to transition to an acceptable use.

3. The Agreement provides for specified air quality monitoring by AEP, and would require AEP to work proactively with the City to ensure that environmental concerns are addressed under the Agreement.

4. Entering into the Agreement would result in the voluntary withdrawal of all Appeals – and would result in the previous decisions by the Planning Commission (to deny the extension of the TUP, that the metal processing/recycling activities have been abandoned, and that the truck trailer and container storage is **not** legal, nonconforming) to be final and binding **and** not subject to further challenge by AEP or Fleet Yards.

5. Should the City Council reject the Agreement, and, instead, proceed with the Public Hearings, any decision adverse to AEP's and/or Fleet Yards' interests would likely be appealed and/or challenged in the Superior Court – and, if necessary, appealed to higher courts thereafter. If litigated, the applicant may employ tactics to delay immediate closure, including seeking a temporary restraining order and/or preliminary injunction staying any decisions of the City Council. Such appeals could result in a delay in terminating the truck trailer and container storage for up to 2 to 3 years.

6. The outcome of litigation is uncertain. Litigation is also costly and time-consuming, and could require dedicated City resources for two to three years. Regardless of the outcome, the City could expect to pay in excess of $350,000 to defend against litigation.

7. The applicant will also likely seek damages from the loss of its tenant, rental income and business interruption, estimated to be upwards of $11,000,000 based on current rent multiplied by the expected timeframe to complete litigation. AEP will also likely seek a finding of inverse condemnation obligating the City to pay just compensation for a

regulatory taking of the property, which is valued at approximately $60,000,000.

8. AEP has a financial interest in seeing the property re-purposed for an appropriate use for long-term investment. Although transition to an allowable, permitted use may take up to 1 year, it would likely be sooner. The applicant would immediately begin the process to repurpose the property to avoid gaps in rental income,

9. Once litigation is commenced, neither AEP nor Fleet Yards are likely to enter into an agreement with terms favorable to the City – and might reject any and all future settlement discussions and/or offers. If AEP does entertain settlement discussions with the City after the commencement of litigation, the applicant may request payment for the loss of rental income and business interruption, as well as other perceived damages.

10. Under a settlement agreement, the applicant would agree to indemnify and defend the City against any CEQA challenge. The City has authority to issue an abatement schedule pursuant to its enforcement powers. . The one-year transition period in the settlement agreement is well within this allotted timeframe.

CONCLUSION

The City Council has the options to (i) enter into the Agreement – and all appeals and applications by AEP will be withdrawn; or (ii) reject the Agreement and proceed with the Public Hearings.

Table 1 depicts a comparison of what the City could expect if it were to accept the Agreement versus should the City Council reject the Agreement and reach a decision at the Public Hearings that is adverse to AEP.

TABLE 1 – COMPARISON TABLE OF OPTIONS

Decision	**Approve Settlement Agreement**	**Reject Settlement Agreement and Hold Public Hearings**	**Reject Settlement Agreement and Hold Public Hearings**
Action	Authorize the City Manager to execute Settlement Agreement with AEP and Fleet Yards	Uphold Planning Commission's decision to deny appeals and deny Zone Change and General Plan Amendment (after conducting Public Hearings)	Grant appeals and/or Zone Change and General Plan Amendment (after conducting Public Hearings)
Ramifications	Termination of all truck trailer and container storage on City-side and County-side of property. Air quality monitoring. Transition to an allowed use	Litigation by the AEP and/or Fleet Yards	Truck trailer storage use will continue
Termination of Use	On or before May 13, 2026	2-3 years due to litigation	Unknown (if ever)
City's Cost	$0	Potentially $11 million or	

		more including City's defense of litigation and any costs for damages.	

The Staff recommends the City Council authorize the City Manager to execute the settlement agreement to avoid costly and time-consuming litigation that has an uncertain outcome, and would most certainly lead to a delay in the closure of the truck trailer storage facility.

ATTACHMENTS:

1. Settlement Agreement

AGREEMENT FOR THE TERMINATION OF TRUCK TRAILER STORAGE USE, IMPLEMENTATION OF AIR QUALITY MONITORING, AND TRANSITION TO PERMITTED USE OF REAL PROPERTY AT 8530 ALAMEDA STREET

BETWEEN

THE CITY OF SOUTH GATE

AND

ALAMEDA ENGLE PROPERTIES LLC

The **CITY OF SOUTH GATE**, a California municipal corporation ("City") and **ALAMEDA ENGLE PROPERTIES LLC**, a California limited liability company ("AEP") hereby enter into the following **Agreement For The Termination Of Truck Trailer Storage Use, Implementation Of Air Quality Monitoring, And Transition To Permitted Use Of Real Property At 8530 Alameda Street** ("Agreement") regarding the present use of the property located at 8530 Alameda Street, City of South Gate, California (the "Property") for container and truck trailer storage (the "Use"). The City and AEP may be referred to individually as a "Party" or collectively as the "Parties" herein.

WHEREAS, since the 1960s, AEP and/or its predecessor(s) in interest have operated a metals processing business at the Property which included the shipment of scrap metals in truck trailers and containers, as well as the onsite storage of those truck trailers and containers at the Property in conjunction with the metal processing business;

WHEREAS, in or around March of 2020, AEP ceased all recycling and metal processing activities, AEP leased the Property to its current tenant, Fleet Yards Inc., a Delaware Corporation ("Fleet Yards") for truck trailer and container storage and delivery independent of the former recycling and metal processing activities;

WHEREAS, the City issued a Temporary Use Permit TUP 2020-01 ("TUP") on or about July 16, 2020 for the Use at the Property for a one-year period of time, with the possibility of four (4) one-year extensions;

WHEREAS, in or around December 2022, the South Gate Community Development Director denied AEP and Fleet Yards' request to extend the TUP in part as a result of the limitations set forth in the South Gate Municipal Code related to the duration of TUPs;

WHEREAS, AEP timely appealed the Director's denial of the extension of TUP 2020-01, on May 2, 2023, the Planning Commission upheld the Director's Determination and upheld the denial of the extension of the TUP as set forth in *Resolution No. 2023-05 – A Resolution of the Planning Commission of the City of South Gate, State of California, Upholding the Director*

of Community Development's Decision to Deny an Extension of Temporary Use Permit No. 2020-01 for Truck Trailer Storage at 8530 Alameda Street ("Res. 2023-05").

WHEREAS, in or around May 2023, AEP requested a formal determination that the continued use of the property for truck trailer and container storage was a valid "legal non-conforming use" ("LNCU") which the City Planning Commission ultimately denied via City *Resolution No. 2025-04 - A Resolution Of The Planning Commission Of The City Of South Gate, State Of California, Denying An Appeal And Upholding The Director Of Community Development's Determination And Noncompliance Notification Regarding Recycling/Metal Processing And Truck Trailer Storage At 8530 Alameda Street, And Determining The Action Is Exempt From The California Environmental Quality Act* ("Res. 2025-04");

WHEREAS, in or around October 2024, AEP submitted an Application for a Zone Change (ZC) and General Plan Amendment (GPA) ("ZC/GPA Application") for the Property, to which the City Planning Commission recommended rejection *via* City *Resolution No. 2025-05 - A Resolution Of The Planning Commission Of The City Of South Gate, State Of California, Recommending To The City Council Denial Of A Request To Change The Zoning Of A Property At 8530 Alameda Street From If (Industrial Flex) To M3 (Heavy Manufacturing) And Remove The Subject Property From The South Gate College District As Shown In The Community Design Element Of The General Plan* ("Res. 2025-05");

WHEREAS, AEP timely appealed Res. 2023-05 upholding the denial of an extension of the TUP truck trailer storage at the Property, Res. 2025-04 rejecting AEP's assertion that the Use constituted an LNCU at the Property, and Res. 2025-05 wherein the City Planning Commission recommended rejection of AEP's ZC/GPA Application, all of which are scheduled for public hearings before the City Council on May 13, 2025 (collectively the "Appeals");

WHEREAS, AEP has agreed to withdraw the Appeals and terminate the Use at the Property on or before May 13, 2026, and to seek the City's assistance for the transition of the Property to alternative use(s) consistent with relevant provisions of the South Gate Municipal Code and General Plan;

WHEREAS, the Parties now desire to enter into this Agreement to memorialize the terms under which the AEP will terminate the Use at the Property and the City will support the Property's transition to a different use;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. **No Admission.** Except as so provided herein, nothing in this Agreement shall be construed as an admission by any Party of liability, or as a waiver of any claim or defense. However, this section shall not diminish or otherwise affect the obligations, responsibilities and duties of the Parties under this Agreement. In entering into this Agreement, the City is relying on its policing powers to require the cessation of any land use it believes is inconsistent with its Municipal Code, and consistent with its practice of allowing a reasonable time for the cessation of such use as part of its broad policing powers.

2. **Avoidance of Litigation and Enforcement**. The Parties acknowledge that this Agreement provides for the cessation and transition of the Use at the Property, including portions of the Property which lie outside the City's territorial boundaries, but only until the Termination Date, and results in the withdrawal of AEP's continued prosecution of its Appeals, including potential litigation resulting therefrom, as well as avoids the City's potential pursuit of any enforcement action(s) against AEP and/or its tenant(s) regarding the Use at the Property.

3. **Termination of the Use.**

3.1. AEP agrees to take all necessary and reasonable steps to terminate the Use at the Property, whether by AEP, its tenants, any subtenants and/or other users of the Property – including the removal of all truck trailers and containers located or stored at the Property, after a period of no more than twelve (12) months ("Closeout Period") following the execution of this Agreement or May 13, 2026, whichever comes first ("Termination Date"). The Parties agree that the Closeout Period shall not be extended for any reason. If necessary, the City may bar entry into the Property after May 13, 2026 to prevent the continued Use, and, AEP agrees that the City may enter the Property and may undertake at AEP's expense the cost of removal of any trailers or related trucking vehicles that remain after that date.

3.2. AEP agrees that it shall not cause or allow any person or entity other than AEP and/or Fleet Yards to operate or control the Use at the Subject Property. The Parties acknowledge that the levels of Use may vary from month to month during the Closeout Period. AEP agrees that the intensity of the Use during the Closeout Period will remain consistent with the historical Use levels at the Property over the past five (5) years. In addition to adherence to Paragraph 3.1, herein above, AEP represents and warrants that by the Termination Date there shall be a complete cessation of all illegal nonconforming use at the Property, as determined in the sole discretion of the Director of Community Development, including any use that falls within the scope of the Appeals pending before the City Council.

3.3. AEP agrees that the termination of the Use includes the termination of the truck trailer and container storage on the AEP property adjacent to the Property and located within the jurisdiction of Los Angeles County ("LAC Property").

3.4. The Parties agree that the Closeout Period is reasonable and necessary to permit AEP and the existing tenant adequate time to, without limitation:

3.4.1. apply for building and other necessary state and local permits to remove, demolish or dismantle the facilities and operations at the Property related to the Use;

3.4.2. issue adequate notices to remove and vacate any and all privately owned containers at the Property prior to the Termination Date;

3.4.3. comply with existing lease and site-specific financing obligations; and/or

3.4.4. take other necessary and reasonable steps to mitigate the economic loss to be incurred from terminating the Use and/or relocating current operations.

4. **Property Transition Support.**

4.1. Subject to its independent police powers, the City agrees to work with AEP and/or potential tenants, purchasers or representatives of same (collectively "AEP Parties") in good faith to assist with the identification of potential uses of the Property, potential occupants of the Property, as well as other development and planning information reasonably requested by the AEP Parties seeking to purchase, lease, occupy and/or otherwise use the Property in support of the Property's prompt transition and re-utilization.

4.2. Upon request by an AEP Party, the City agrees to meet and confer at least four (4) times during the Closeout Period ("Pre-development Meeting(s)") and thereafter as reasonably necessary to confirm appropriate alternate uses allowed under current zoning, confirm the appropriate entitlement pathway(s) for such uses, advise the AEP Party regarding requirements for filing for new Projects, and, subject to its independent police and other municipal powers, to expedite processing of any applications submitted to the City for permits, entitlements or other municipal requirements necessary to facilitate such alternate uses of the Property upon submission of completed applications, supporting materials, and applicable fees.

4.3. The City agrees in good faith to promptly acknowledge receipt of any project applications submitted by an AEP Party, to promptly advise the AEP Party of any application deficiencies or data needs preventing the application from being deemed complete, and to expedite processing of any project applications submitted by an AEP Party for any use of the Property upon submission of completed applications, supporting materials, and applicable fees. The form of assistance described herein shall be consistent with the ordinary course of business and no greater than the City's normal processes available to the public generally.

4.4. The Parties agree that expedited City support for project applications will be undertaken at the AEP Party's expense, however, the Parties acknowledge and agree that expedited City support does not guarantee any specific recommendation by City Staff nor decision by the Planning Commission or City Council .

4.5. AEP agrees to abide by the applicable land use laws and regulations with respect to any future development of the Property including the City's Municipal and Zoning Codes, General Plan and/or any restrictive covenants and agreements encumbering the Property. AEP reserves the right to pursue projects that may require modification and/or amendments of applicable land use and zoning regulations applicable to the Property, including but not limited to zone changes, general plan amendments, and/or conditional use permits. The City reserves all rights to decline such projects or land uses in whole or in part consistent with its independent judgment and in accordance with the City Municipal Zoning Codes, General Plan, and related land uses. The parties acknowledge

and represent that there is no existing agreement between them or any third party for any future project, application, or requested land use.

4.6. The Parties agree that they will exercise reasonable efforts to explore the identification of a viable, alternative use of the Property and to secure or approve all necessary permits, entitlements or other municipal requirements to establish that use on the Property on or before May 13, 2027.

4.7. The Parties agree that future uses of and on the LAC Property will be subject to the sole land use and regulatory authority of Los Angeles County – but such use shall not include truck trailer and/or container storage. Likewise, the Parties agree that any land use and regulatory approval by the Los Angeles County on the LAC Property shall not effect or control any determination relative to the Property within the City's boundaries.

4.8. Waiver of Rights & Withdrawal of Appeals. In exchange for and subject to the mutual promises herein, the sufficiency whereof is hereby acknowledged, the Parties agree to mutually dismiss and release any and all claims and causes of action that they may have against each other and all of their past and present councilmembers, planning commissioners, respective boards, bureaus, officers, agents, employees and all persons that acted on their behalf with relation to or arising from the Appeals pending before the City, with each side to bear its own attorneys' fees and costs. Such dismissal and release shall include the claims and causes of action of each Parties' respective successors, assigns, tenants and subtenants arising out of or in any way related to this Agreement, however, the Parties acknowledge and agree that such waiver of rights does not prohibit the City from (i) enforcing any law, rule, regulation, or other obligation should AEP or any AEP Party violate any provision of this Agreement, and/or (ii) enforcing any law, rule, or regulation unrelated to this Agreement. By this Agreement, AEP voluntarily withdraws all Appeals regarding any TUP, LNCU and/or ZC/GPA Application. The Parties specifically waive the benefits of Section 1542 of the California Civil Code, as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

5. **Indemnity.**

5.1. Except for City's gross negligence or willful misconduct, AEP agrees to hold harmless, indemnify, and defend the City for legal challenges of this Agreement made pursuant to the California Environmental Quality Act (Cal. Public Resources Code §§ 21000, *et seq.*) ("CEQA") in any court having proper jurisdiction provided such CEQA challenge is brought pursuant to the relevant statutes of limitation (Cal. Pub. Res. Code § 21167) or before the Termination Date, whichever comes last. The Parties acknowledge this Agreement is made consistent with CEQA's requirements, including that the

enforcement of statutes and ordinances prohibiting unpermitted uses are exempt from CEQA and that CEQA is not a limitation or restriction on the power or authority of any public agency in the enforcement or of any law it is permitted or required to enforce or administer. (Cal. Pub Res Code §§ 21083, 21084, 21174; Title 14 Cal. Code of Regulations § 15321 (*Enforcement Actions by Regulatory Agencies*); *Anderson v. County of Santa Barbara* (2023), 94 Cal.App.5th 554.)

5.2. Further, except for City's gross negligence or willful misconduct, AEP also agrees to hold harmless, indemnify, and defend the City for legal challenges of this Agreement taken up by Fleet Yards, and/or any tenant, subtenant, and/or other user of the Property, or any other challenge asserting the right to remain in possession of the Property in any court having proper jurisdiction until such times as the City receives a Tenant Waiver Letter, in a form satisfactory to the City, from Fleet Yards and from any such tenant, subtenant and/or user of the Property acknowledging and agreeing to the termination of the Use on or before the Termination Date as referenced in Section 3.1 herein and to waive all rights as referenced in Section 4.8 herein. Upon the City's receipt of the Tenant Waiver Letter(s) referenced herein, this Section 5.2 of the Agreement will be immediately null, void, and will not be binding or have any legal effect.

6. **Air Quality Monitoring**. During the Termination Date or until the Use at the Property is terminated, whichever comes first, AEP agrees to implement the following measures to monitor air quality:

6.1. **Monitoring**. AEP will prepare an Air Monitoring Workplan for onsite monitoring of $PM_{2.5}$, PM_{10}, and weather data (*i.e.*, wind speed, wind direction) to analyze particulate matter (PM) monitoring data and notification/alert trends including quality control/quality assurance checks. The Air Monitoring Workplan will be submitted to the City within forty-five (45) days of the execution of this Agreement for approval in advance of implementation.

6.2. **Onsite Monitors.** The Air Monitoring Workplan will include onsite PurpleAir monitors and processes to evaluate if bias is present, consistent with methodology from South Coast Air Quality Management District (SCAQMD) Rule 1466 Appendix 2 – Procedures to Demonstrate Intra-Instrument Precision.

6.3. **Meteorology**. The Air Monitoring Workplan will include an onsite weather station capable of recording wind direction and speed.

6.4. **Air Quality Monitoring Reports.** The first AQ Report will be submitted to the City within six (6) months of the execution of this Agreement, with subsequent AQ Reports to be submitted every three (3) months thereafter until May 13, 2026.

7. **Notice and Right to Cure.** The Parties agree that in the event of a breach of this Agreement, the Party claiming the breach shall give written notice of the alleged breach to the other Party and, within fifteen (15) days of the written notice, the Parties shall meet in good faith to resolve any differences and, if necessary, agree on a course of action to cure any breach, provided, however, that such right of notice and opportunity to cure shall not apply to or

extend the Termination Date or any other timeframe set forth elsewhere in this Agreement or in applicable Law.

8. **Attorneys' Fees and Costs**. Each Party shall bear his/her/its own attorneys' fees and costs in conjunction with the Appeals and negotiation and preparation of this Agreement.

9. **Counterparts; Facsimile Signatures**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

10. **Modification**. This Agreement may be modified only by written agreement of the Parties.

11. **Entire Agreement.** This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto.

12. **Construction, Headings and Captions**. Headings and Captions contained in this Agreement are inserted only as a matter of convenience and for reference and shall in no way be construed to define, limit, or extend the scope of this Agreement or the intent of any of its provisions. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties had prepared same. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement. Unless otherwise indicated, all references to sections and subsections are to this Agreement. Any and all exhibits referred to in this Agreement are attached and incorporated by this reference. All dates prescribed in this Agreement shall mean any time on or before 11:59 p.m., Pacific Standard Time on such date. In the event the date on which any Party is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. For purposes of this Agreement, the term "business day" shall not include Saturdays, Sundays or California state or federal legal holidays.

13. **Binding Effect.** This Agreement is binding and shall inure to the benefit of each Party hereto, as well as any successors, assigns, heirs, administrators and transferees of the Parties, including any tenant of the Property, for which AEP takes full responsibility for ensuring that such tenant is bound by and ceases any Use as of the Termination Date.

14. **Severability**. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

15. **Governing Law and Venue.** The Parties acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties expressly agree that this

Agreement shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of California. The Parties further agree that the proper venue for any dispute relating to this Agreement shall be Los Angeles County.

16. **Consultation with Counsel.** In executing this Agreement, the Parties have consulted with and had the advice and counsel of an attorney of their choosing who is duly admitted to practice law in the State of California. The Parties are satisfied with the terms incorporated herein, which represent a full and fair settlement, and that they have executed this Agreement after independent investigation and without fraud, duress or undue influence. Furthermore, the Parties acknowledge that this Agreement is executed by the Parties who enjoy, in connection with the subject matter of the Agreement, equal bargaining power.

17. **Authorization.** The undersigned are authorized to execute this Agreement and have read, understood, and agree to all of the terms and conditions hereof.

[*Signatures on the following pages*]

The Parties below named have executed this Agreement as of the date and year appearing adjacent to the signatures of the Parties.

Dated: _____ **ALAMEDA ENGLE PROPERTIES LLC**

By:_____

Dated: _____ **CITY OF SOUTH GATE**

By:_____
Rob Houston, City Manager

ATTEST:

By: _____
Yodit Glaze, City Clerk

APPROVED AS TO FORM ONLY:

By:_____ DRAFT
Raul F. Salinas
City Attorney

By:_____
Alfred Fraijo, Esq.
Somos Law Group

AS13772.0860893 4930-3946-2721v1

Item No. 3

City of South Gate

CITY COUNCIL

Office of the South Gate City Clerk
3:00pm MAY - 7 2025
FILED

AGENDA BILL

For the Regular Meeting of: **May 13, 2025**
Originating Department: **Community Development**

Department Director: *Gabriel Perez* ***City Manager:*** *Rob Houston*

SUBJECT: APPEAL OF THE PLANNING COMMISSION'S DETERMINATION TO DENY AN EXTENSION OF TEMPORARY USE PERMIT NO. 2020-01 FOR TRUCK TRAILER STORAGE AT 8530 ALAMEDA STREET, AND DETERMINING THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PL 23-0061)

PURPOSE: Public hearing to consider the following:

Appeal of Planning Commission's Decision on Director's Determination (PL 23-0061): Consideration of an appeal of the Planning Commission's decision to uphold the Director of Community Development's determination to deny an extension of Temporary Use Permit ("TUP") No. 2020-01 for truck-trailer storage at **8530 Alameda Street**.

This item was continued from the Regular City Council Meeting of April 22, 2025.

PROJECT OVERVIEW

1.	Project Location:	8530 Alameda Street
2.	Assessor's Parcel Number:	6202-036-003
3.	Property Owner:	Alameda Engle Properties (Jason Engle)
4.	Appellant/Representative:	Sara Atsbaha, Somos Law Group
5.	General Plan Designation:	Industrial (Community Design Element, Figure CD 1, Existing Land Uses) South Gate College District Subarea 1 (Community Design Element, Figure CD 4, Districts)
6.	Zoning:	IF (Industrial Flex)

RECOMMENDED ACTION:

1. **CONDUCT** a public hearing pursuant to South Gate Municipal Code Section 11.50.040.B;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **ADOPT** the findings as outlined in the Resolution (Attachment A); and
4. **UPHOLD** the decision of the Planning Commission to uphold the determination of the Director of Community Development to deny an extension of TUP No. 2020-01.

PUBLIC NOTIFICATION
Advertising and notification of the public hearing for this item was conducted in compliance with Sections 11.50.020 and 11.50.030 of the South Gate Municipal Code ("SGMC"). Notices of the hearing were posted and published in the "South Gate Press" on April 10, 2025.

ENVIRONMENTAL EVALUATION
In accordance with the California Environmental Quality Act ("CEQA"), the City Council's determination qualifies for a categorical exemption under CEQA Guidelines Section 15321, (Class 21) "Enforcement Actions by Regulatory Agencies," in that the City of South Gate ("City") is enforcing the South Gate Municipal Code.

The City Council's determination on the extension of TUP No. 2020-01 is not subject to CEQA review because it is not an "approval" as defined in California Code of Regulations, Title 14, Section 15352, but rather a determination of whether a use must terminate at a site, and therefore does not commit the City to any definite course of action regarding new uses or changes to the approved use of the subject property. Furthermore, CEQA does not apply to projects which a public agency rejects or disapproves pursuant to Section 15270(a).

BACKGROUND
This is an appeal filed by legal counsel, Somos Law Group ("Somos"), on behalf of the property owner and applicant, Alameda Engle Properties, LLC ("AEP" represented by Jason Engle), for a 6.78-acre property located at 8530 Alameda Street. Somos is appealing the Planning Commission's decision on the Director of Community Development's determination.

It should be noted that AEP also owns the abutting 2.9-acre site to the north at 8440 S. Alameda Street, which is located outside of the City and in the County of Los Angeles. Access to both properties is via a driveway from Alameda Street to the property at 8440 S. Alameda Street. This property is also being used for truck trailer storage and according to County staff, a conditional use permit ("CUP") is currently being processed.

History of Zoning and Land Use of Subject Property
As early as 1961, the Subject Property was designated as being within a Heavy Manufacturing ("M-3") Zone.

Based upon a review of public records and documents submitted by AEP, the Site was used by Jack Engel & Company (hereinafter, "JECO") and/or AEP for a metal processing/recycling facility from as early as 1973 until approximately March 2020. During that time, the site was developed with a single-story industrial structure used for the recycling operations conducted by JECO and/or AEP.

The metal recycling operations conducted by JECO and/or AEP included, but was not limited to, the delivery of scrap metal product to the Site inside of truck trailers – which would remain on site for up to several months while the scrap metal was sorted and processed on-site and prepared for shipment to a final off-site destination.

In 1988, the City amended its Zoning Code, in part, to require a Conditional Use Permit for recycling facilities. Thereafter, on or about April 28, 2015, the City Council adopted Ordinance

2323, which further amended the Zoning Code and changed the zoning classification of the Subject Property to Industrial Flex ("IF") Zone.

Pursuant to the Section 11.21.030 and Table 11.21-3 of the amended Zoning Code, recycling facilities require a Conditional Use Permit – however, the recycling operations at the Subject Property were deemed to be a legal, nonconforming land use that was allowed to continue in accordance with SGMC Chapter 11.55 ("Nonconforming Uses and Buildings").

According to public records and information submitted by AEP and/or its representatives, all metal recycling operations ceased in or around March 2020 and are no longer being conducted at the Site.

AEP has confirmed that around March 2020, Fleet Yards, Inc. commenced utilizing the Site solely for the storage of truck trailers and/or containers as a principal use. Moreover, the structure that was previously utilized to conduct the metal recycling at the Site was demolished.

On July 16, 2020, the City approved Fleet Yards, Inc.'s application for a Temporary Use Permit and issued TUP2020-01, authorizing the use of the Subject Property for "truck trailer storage for a one-year period with possible one-year extensions up to a maximum period of five years from the date of approval". The Community Development Director explicitly imposed various conditions upon the approval of TUP2020-01, including, but not limited to:

1. The approved temporary use for the Site is restricted to truck trailer storage *only* – and no other use is permitted without the written authorization from the City.

2. The approval of the temporary use was set to expire on July 16, 2021 – and a new application was to be submitted at least thirty (30) days prior to the expiration date if an extension was desired. Additional one-year extensions would be considered for approval for up to a maximum period of 5 years from the original approval date of July 16, 2020 – and would be determined based upon compliance with the conditions of approval and written verification from the property owner that the owner is in process of developing the land, selling the land, and/or working with Los Angeles Community College or a developer on a housing development project.

TUP2020-01 expired on July 16, 2021, without a timely request for renewal from Fleet Yards, Inc.

On or about July 11, 2022, an e-mail was submitted to the Planning Division requesting a new Temporary Use Permit (or the renewal of TUP2020-01). In December 2022, the Director advised Fleet Yards, Inc. that several conditions of approval of the TUP had not been adhered to, and, moreover, that the TUP was ineligible for renewal as SGMC §11.51.070(B)(4) sets the maximum duration of Temporary Use Permits to no more than three days in a row or ten working days in any calendar year.

Planning Commission Hearing

On May 2, 2023, the Planning Commission conducted a public hearing on the appeal of the Director of Community Development's determination to deny an extension of TUP No. 2020-01 for a truck trailer storage at 8530 Alameda Street.

The appellant's attorney, Alfred Fraijo Jr., gave a presentation on the basis of the appeal. Public comment was received from the following individuals:

- Alan Engle (property owner, Alameda Engle & Company)
- Daniel Otting (Fleet Yard Inc., 8440 S. Alameda St., Los Angeles)
- Jennifer Ganata (6325 Pacific Boulevard, Ste. 300, Huntington Park)

The Planning Commission also received a presentation by City staff and outside legal counsel James Eckart providing a response to the appellant's presentation.

At the conclusion of the hearing, the Planning Commission voted 3-2 to adopt Resolution No. 2023-05 denying the appeal and upholding the Director's Determination. In reaching its decision, the Planning Commission specifically determined that:

1. The land use of storage of truck trailers and containers is not authorized or allowed by the South Gate Municipal Code on any land within the Industrial Flex (IF) zone, of which the subject property is a part.

2. Temporary Use Permit 2020-01 was originally issued in error and in violation of City ordinances. Temporary use permits are to be used for "short-term activities" which are of a "short-term nature." In addition, the South Gate Municipal Code specifies that the maximum duration of a temporary use permit shall not exceed three days in a row, or ten working days in any calendar year. Temporary Use Permit 2020-01 was issued in error as the approval was granted for a longer period of time than the South Gate Municipal Code allows for.

Following the Planning Commission's meeting, the applicant met with staff to discuss options in dealing with the situation which ultimately led to a second determination by the Community Development Director on the legal nonconforming status and a request for a zone change and General Plan Amendment, which are being processed separately from this request.

ANALYSIS:

The renewal application was denied because under the SGMC: (1) the use which is the subject of the Temporary Use Permit is prohibited at 8530 Alameda; and (2) Temporary Use Permits can only allow otherwise unauthorized uses to be conducted for a few days, not for multi-year periods.

Past/Proposed Use of Property is as a "Truck Storage/Terminal": Applicant and its tenant have been using the subject property to store trucks, truck-trailers, and storage containers. Under the SGMC, this use is defined as "truck storage/terminal" use which, pursuant to the SGMC Section 11.60.230 "T" definitions, "means indoor or outdoor site for freight, truck terminals, truck storage yards, or similar commercial facilities."
SGMC Prohibits that Use at 8530 Alameda Street: The subject property is zoned Industrial Flex (IF). Table 11.21-3, under SGMC Section 11.21.030 "Land use permissions tables", lists allowed land uses within the IF zone. Truck storage/terminal use is not listed on that Table as an allowed use within the IF zone. SGMC Section 11.21.020 notes that "Any land use that is not specifically listed in the land use tables for the applicable zone shall not be allowed or permitted within the zone." Therefore, the storage of trucks, truck-trailers and containers is a prohibited use in the IF

zone.

Temporary Use Permits Cannot Authorize Prohibited Uses for Extended Durations. Pursuant to SGMC Section 11.51.070 "Temporary Use Permit," temporary use permits are processed administratively to "allow for short-term activities that warrant individual consideration and are acceptable because of their temporary, short-term nature." SGMC Section 11.51.070 (A) "Temporary Uses," also notes that the "provisions of this section shall regulate all special events, and temporary land uses as permitted by Table 11.21-3, 11.21-4, or 11.21-5, as applicable to the zone, or as determined by the director." SGMC Section 11.51.010 (B) lists "Mandatory Approval Conditions" for temporary use permits, wherein there are "limits on the maximum duration will be specified in the permit, and shall not exceed three days in a row, or ten working days in any calendar year."

Original Issuance of the TUP was Done in Error, and Renewal of the TUP is not authorized by the SGMC. Based on limitations imposed by the South Gate Municipal Code upon the issuance of Temporary Use Permits as set forth hereinabove, and notwithstanding the language contained within TUP2020-01, the Director of Community Development was prohibited from granting an extension of TUP2020-01. The Planning Commission was similarly prohibited from granting an extension of TUP2020-01 for similar reasons and upheld the Director's Determination.

Temporary Use Permit 2020-01 should never have been issued in the first place for the purported use (which is prohibited within the IF Zone) nor for the duration set forth therein, since it purported to authorize the subject use for one year (with possible extensions for a total of 5 years from the original date of issuance), which is far longer than the three-consecutive-day and ten-nonconsecutive-day maximum periods authorized by the SGMC.

Notwithstanding the pending appeal, there is no authority in the South Gate Municipal Code to authorize an extension of TUP2020-01 for the use or time period that was originally and erroneously approved. As such, the appeal must be denied.

CONCLUSION

Staff recommends the City Council uphold the Planning Commission's decision to uphold the Director's Determination to deny an extension of TUP No. 2020-01 for truck-trailer storage at the subject property.

ATTACHMENTS:

A. City Council Resolution
B. Request for Appeal of Planning Commission dated May 16, 2023
C. PC Resolution No. 2023-05
D. Request for Appeal of Director's Determination dated April 27, 2023
E. Director's Determination to Deny Extension of TUP2020-01 dated May 16, 2023
F. Temporary Use Permit 2020-01

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S DECISION TO UPHOLD THE DIRECTOR OF COMMUNITY DEVELOPMENT'S DETERMINATION TO DENY AN EXTENSION OF TEMPORARY USE PERMIT NO. 2020-01 FOR TRUCK TRAILER STORAGE AT 8530 ALAMEDA STREET, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PL 23-0061)

WHEREAS, the Applicant and property owner, Jason Engle on behalf of Alameda Engle Properties, LLC, requested an extension of Temporary Use Permit 2020-01 (PL 23-0061) to allow for the continued use of truck trailer and container storage at 8530 Alameda Street, a use which is prohibited at that location by the South Gate Municipal Code ("SGMC");

WHEREAS, the Director of Community Development denied the extension request of Temporary Use Permit 2020-01, based on evidence and testimony provided by the Applicant and City records and provisions of the SGMC regulating the types of uses subject to and the duration of temporary use permits;

WHEREAS, the Applicant filed an Appeal of the Director's Decision on the ground that the temporary use permit was previously approved and granted;

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing on this matter on March 21, 2023, April 18, 2023, and May 2, 2023;

WHEREAS, on May 2, 2023, pursuant to California Government Code Section 65854, the Planning Commission duly conducted a public hearing on this matter, and adopted Planning Commission Resolution No. 2023-05 denying the appeal request;

WHEREAS, on May 16, 2023, the applicant filed an application to appeal the Planning Commission's decision to the City Council; however, through a stipulation by the appellant and the City, and due to pending conversations between City staff and the applicant to reach a resolution as to other pending issues with the use of the subject property, the appeal hearing was not scheduled until now;

WHEREAS, on Apil 22 and May 13, 2025, pursuant to California Government Code Section 65854, the City Council duly noticed and agendized a public hearing and conducted a public hearing on this matter; and

WHEREAS, the City Council made the following findings:

1. The land use of storage of truck trailers and containers is not authorized or allowed by

the South Gate Municipal Code on any land within the Industrial Flex ("IF") zone, of which the subject property is a part.

2. Temporary Use Permit 2020-01 was originally issued in error and in violation of City ordinances. Temporary use permits are to be used for "short-term activities" which are of a "short-term nature." In addition, the South Gate Municipal Code specifies that the maximum duration of a temporary use permit shall not exceed three days in a row, or ten working days in any calendar year. Temporary Use Permit 2020-01 was issued in error as the approval was granted for a longer period of time than the South Gate Municipal Code allows for.

3. The Temporary Use Permit cannot be extended pursuant to the provisions of the South Gate Municipal Code.

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

SECTION 1. The City Council hereby finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. The City Council hereby finds that the subject decision is exempt from the California Environment Quality Act of 1970 ("CEQA"), because it can be seen with certainty that this decision has no likelihood of causing a significant negative effect on the environment and the effects derivative from the decision are exempt from the application of CEQA, pursuant to a Class 1 exemption under Section 15301 of the State CEQA Guidelines (15 Cal.Code Regs. § 15301).

SECTION 3. The City Council of the City of South Gate, pursuant to the facts noted above, does hereby uphold the decision of the Planning Commission upholding the determination of the Director of Community Development to deny an extension of Temporary Use Permit 2020-01 at 8530 Alameda Street.

[Remainder of page left blank intentionally.]

SECTION 4. The City Clerk shall certify the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, and **ADOPTED** on this **13th** day of **May 2025**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk
MAY 16 2023
FILED

SOMOS
LAW GROUP
304 South Broadway, Suite 350
Los Angeles, CA 90013

May 16, 2023

VIA ELECTRONIC MAIL

Maria del Pilar Avalos
Mayor, City of South Gate
8650 California Avenue
South Gate, CA 90280
Email:planninginfo@sogate.org

Re: 8530 Alameda Street – Appeal of CPC's Denial of TUP Extension

Dear Mayor del Pilar Avalos, and Honorable Members of City Council,

Our firm represents Alameda Engle Properties, LLC ("AEP"), the owners of real property located at 8530 Alameda Street in City of South Gate ("City"), California (the "Property"). AEP operated a recycling facility on the Property, including storage of truck trailers/containers, since the early 1970s. Fleet Yards, Inc. ("Fleet Yards") is the current tenant on the Property, and has been storing truck trailers/containers on the Property since 2020 pursuant to a Temporary Use Permit ("TUP") at the recommendation and requirement of the City's previous Director of Community Development. On December 20, 2023, the Current Director of Community Development denied the extension on the grounds that the City erred in issuing the TUP, and alleging that the legal nonconforming use had been abandoned. On January 26, 2023, AEP submitted a letter appealing the Director's decision to the South Gate City Planning Commission ("CPC").

Our firm sent a supplemental letter explaining justification for the appeal on April 27, 2023, ("Supplemental Letter") attached hereto as Exhibit A. On April 27, 2023 City Attorney, Craig Hardwick, kindly notified us that the legal nonconforming use issue is not related to the TUP extension. However, the current Director of Community Development alleged that the legal nonconforming use had been abandoned in her December 20, 2023 correspondence denying the TUP extension. Thus, the scope of the legal nonconforming use is at the center of this appeal ("Appeal"). On May 2, 2023, in a close, 3-2 decision, CPC denied the appeal of the Director's denial of the TUP

extension on the grounds that the TUP was issued in error.[1] The CPC did not make a determination on truck trailer/container storage as a legal nonconforming use at the Property. Immediately after the CPC hearing our office conferred regarding the path forward for the legal nonconforming use. Since the appeal hearing, we have been working with the City Attorney and the City Manager to reach a resolution.

In the interim, we are writing to appeal to CPC's denial of the TUP extensio. With regard to the Appeal, we respectfully request that City Council:

a. Acknowledge the existing legal nonconforming use, given the consistent truck trailer storage on the property since 1973; and
b. Allow Fleet Yards to continue its truck trailer/container storage operations pursuant to that use; or
c. In the alternative, postpone the City Council hearing on the appeal until we have had an opportunity to resolve the legal nonconforming use issue with the City Manager and City Attorney, which would moot the need for further appeal.

Justification for these requests is well-documented, as explained in the Supplemental Letter, the supporting exhibits to the Supplemental Letter, and in the appellants' presentation materials dated May 2, 2023. We are working with the City to obtain copies of additional supporting materials, and reserve the right to submit additional justification prior to the City Council hearing.

Please contact my office if you have any questions.

Sincerely,



Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

[1] A copy of appellants' presentation materials during the May 2, 2023 CPC hearing are attached as Exhibit B.

cc:
Yalini Silva
Meredith Elguira
Vice Mayor Gil Hurtado
Councilmember Maria Davila
Councilmember Al Rios
Councilmember Joshua Barron
Raquel Larios

RESOLUTION NO. 2023-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, UPHOLDING THE DIRECTOR OF COMMUNITY DEVELOPMENT'S DECISION TO DENY AN EXTENSION OF TEMPORARY USE PERMIT NO. 2020-01 FOR TRUCK TRAILER STORAGE AT 8530 ALAMEDA STREET

WHEREAS, the Applicant and property owner, Jason Engle on behalf of Alameda Engle Properties, LLC, requested an extension of Temporary Use Permit 2020-01 to allow for the continued use of truck trailer and container storage at 8530 Alameda Street, a use which is prohibited at that location by the South Gate Municipal Code ("SGMC"); and

WHEREAS, the Director of Community Development denied the extension request of Temporary Use Permit 2020-01, based on evidence and testimony provided by the Applicant and City records and provisions of the SGMC pertaining to the duration of temporary use permits; and

WHEREAS, the Applicant filed an Appeal of the Director's Decision on the ground that the temporary use permit was previously approved and granted; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing on this matter on March 21, 2023, April 18, 2023, May 2, 2023; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing and conducted the public hearing on this matter on May 2, 2023, and adopted Planning Commission Resolution No. 2023-05.

WHEREAS, the Planning Commission made the following findings:

1. The land use of storage of truck trailers and containers is not authorized or allowed by the South Gate Municipal Code on any land within the Industrial Flex (IF) zone, of which the subject property is a part.

2. Temporary Use Permit 2020-01 was originally issued in error and in violation of City ordinances. Temporary use permits are to be used for "short-term activities" which are of a "short-term nature." In addition, the South Gate Municipal Code specifies that the maximum duration of a temporary use permit shall not exceed three days in a row, or ten working days in any calendar year. Temporary Use Permit 2020-01 was issued in error as the approval was granted for a longer period of time than the South Gate Municipal Code allows for.

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

SECTION 1. The Planning Commission hereby 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 that the subject decision is exempt from the California Environment Quality Act of 1970 ("CEQA"), because it can be seen with certainty that this decision has no likelihood of causing a significant negative effect on the environment and the effects derivative from the decision are exempt from the application of CEQA, pursuant to a Class 1 exemption under Section 15301 of the State CEQA Guidelines (15 Cal.Code Regs. § 15301).

SECTION 3. The Planning Commission of the City of South Gate, pursuant to the facts noted above, does hereby uphold the decision of the Director of Community Development to deny an extension of Temporary Use Permit 2020-01 at 8530 Alameda Street.

This action was adopted by the following vote at the Planning Commission meeting of May 2, 2023.

AYES: Delgado, Duarte, Ozaeta

NOES: Laborin, Prieto

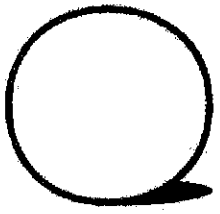
ABSENT:

APPROVED and ADOPTED this 2nd of May, 2023.

Meredith T. Elgura
Community Development Director

APPROVED:

Jose Delgado
Chairperson
City Planning Commission



SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

April 27, 2023

VIA ELECTRONIC MAIL
City of South Gate
8650 California Ave
South Gate CA, 90280

Re: 8530 Alameda Street – Appeal of Director's Denial of TUP Extension

Dear Chairperson Delgado, and Honorable Members of the City Planning Commission,

Our firm represents Alameda Engle Properties, LLC ("AEP"), the owners of real property located at 8530 Alameda Street in City of South Gate ("City"), California (the "Property").

AEP historically operated a recycling facility on the Property, including storage of truck trailers, since the early 1970s. Fleet Yards, Inc. ("Fleet Yards") is the current tenant on the Property, and has been storing truck trailers on the Property since 2020. The truck trailer storage use has been continuous on the Property during the AEP operations and subsequent Fleet Yards operations. As a family-owned business and longstanding member of the South Gate community, AEP is dedicated to working alongside its neighbors, fellow stakeholders, and the City to amicably resolve the City's concerns regarding historic uses on the Property.

We are writing to clarify the scope and nature of the operations on the Property and respectfully request that:

a. The City acknowledge the existing legal nonconforming use; and
b. The City allow Fleet Yards to continue its truck trailer storage operations pursuant to that use; or
c. In the alternative, that the City honor its previous commitments regarding the TUP extensions in light of City staff's error in requiring the TUP.

1. Background

At the recommendation of Joe Perez, the Director of Community Development at the time, on July 16, 2020, Fleet Yards obtained a Temporary Use Permit ("TUP") for truck trailer use on the Property, subject to six conditions. The City made several commitments to AEP and to Fleet Yards during the discussions leading to the TUP, including that the TUP would be extended annually and that the City would consider additional extensions in the future. The purpose of the TUP was to allow the City to explore its priorities for development of education facilities at or around the Property. We understand that many of these projects have been substantially delayed because of setbacks caused by the COVID-19 Pandemic, changing real estate market conditions, declining attendance for in-person academic programs, and environmental conditions in the Property vicinity. On December 20, 2022, the current Community Development Director informed Fleet Yards that the City would no longer consider the TUP extension because of the City's misapplication of the South Gate Municipal Code ("SGMC") and because the conditions of approval have been violated. On January 26, 2023, AEP informed the City that they would be appealing the determination.[1]

2. Truck Trailer Storage is a Legal & Nonconforming Use at the Property

a. The City has Authority to Remedy the Previous Administration's Errant Requirements for a TUP.

The SGMC states that "nonconforming industrial uses may continue in use in any zone where they were legally established." SGMC § 11.55.030.E. AEP, and later, Fleet Yards have been operating a recycling facility, including truck trailer storage at the Property since the early 1970s. Fleet Yards obtained a TUP only at the City's direction and recommendations as a demonstration of their good faith efforts to comply with City policies and procedures. The original TUP and TUP extensions were not necessary because the truck trailer storage is an ongoing legal nonconforming use with over 50 years of history between the two operators on the Property. Fleet Yards agreed to the TUP only to demonstrate its willingness to work with the City regarding a shared vision for additional education facilities in South Gate. We understand that the zoning on the Property was only recently changed to "Industrial Flex."

We also understand that the City's did not issue certificates of occupancy regularly during the early 1970s when the operations started at the Property. However, we have attached the following documents that establish consistent storage of tractor trailers long before the zone change on the Property:

- A July 1, 2019, Business License to Jack Engle authorizing "outside storage" at 8530 Alameda Street since April 18, 1977;[2]

[1] Please note that the 2022 Rejection Letter failed to disclose the owner's appeal rights and the City's policies and procedures to file the appeal.
[2] See Exhibit A.

- Aerial Photos showing tractor trailers on the site dating back to 2012;[3]
- Documentation of Utility payments dating back to 2016;[4]
- A sewerage system connection fee invoice from the Los Angeles County Sanitation District dating back to 2007;
- An invoice from the South Coast Air Quality Management District for operations on the Property dating back to 2011.[5]

These documents demonstrate that the industrial operations on the Property, including truck trailer storage have been operating consistently for decades. For these reasons, we respectfully request that the City acknowledge that truck trailer storage is a legal nonconforming use on the Property.

b. The Legal Nonconforming Use has Not Been Abandoned or Discontinued, and the Right to Continue is Protected and Preserved Pursuant to the South Gate Municipal Code.

The SGMC states that a legal nonconforming industrial use is preserved so long as it is not abandoned or discontinued for two consecutive calendar years. SGMC § 11.55.040.B. In determining whether a legal nonconforming use has been abandoned, the Director is to evaluate (i) the apparent intent of the owner to discontinue, (ii) whether furnishings equipment, or personal property have been removed, (iii) whether the use has been discontinued for a period of two years, (iv) whether there is an active business license and State Board of Equalization permit, and (v) whether there are active utilities accounts, including electricity, gas, water, and waste collection. SGMC § 11.55.040.D.1-2.

The SGMC specifically preserves legal nonconforming uses during transfers of ownership or tenancy. SGMC § 11.55.040.E. Although there are limitations on expansion, the nonconforming use provisions of the SGMC protect all established legal nonconforming uses under the code, regardless of the scope of the use.[6] There is no language in the SGMC indicating that a portion of a legal nonconforming use is abandoned due to the scope of the use at the time it is established.[7] The South Gate General Plan's Community Design Element ("General Plan") specifically anticipates legal nonconforming uses in the South Gate College District given the existing surrounding industrial uses. The General Plan also specifically requires that "[i]ndustrial and manufacturing uses ***should*** remain in the area" until such time that the college district expands.[8] (emphasis added).

Here, between the two operations on the Property, truck trailer storage has been a continuous use at the Property since 1973 -- notwithstanding hardships caused by the

[3] See Exhibit E1-E-4.
[4] See Exhibit C.
[5] See Exhibit D.
[6] SGMC §§ 11.55.030; 11.55.040
[7] *Id.* at 11.55.040.
[8] *South Gate General Plan: Community Design Element*, Policy P.6, pg. 106.

COVID-19 Pandemic, and by the City's error in requiring a TUP. AEP consistently held business licenses for the entirety of their operations on the Property.[9] Similarly, Fleet Yards has held a business license with the City for business operations including outdoor storage transportation, freight and cargo at its primary South Gate address at 4223 Independence Avenue, South Gate, CA 90280, but was informed that it did not need one for the Property. Although the scope and nature of operations for AEP and Fleet Yards were different, neither party ceased the truck trailer storage operations, vacated the premises, or terminated utility service at the Property for the requisite two consecutive year abandonment period. Documentation of consistent utilities payments are attached in **Exhibit C**. Aerial Photographs dating back to 2012 demonstrate that truck trailer storage has been a continuous use at the Property without substantial interruption.[10] In addition, Fleet Yards' intent to continue the legal nonconforming truck trailer storage use has been communicated to the City on multiple occasions, including in connection with the subsequent TUP extension.[11]

Based solely on this, Director Meredith Elguira's December 20, 2022 ("2022 Rejection Letter") communication that the use had been abandoned is inconsistent with the documents in the record, the open and continuous communications with the City declaring the intent to continue operations. In addition, preserving the legal nonconforming use is consistent with the policies in the General Plan. Truck trailer storage is an existing use on the Property and should not be displaced pursuant to General Plan policies. In addition, the Property is surrounded by industrial uses, and adjacent educational institutions have substantially delayed development plans due to environmental conditions in the Property vicinity, financing considerations, changes in class attendance, real estate market considerations and the COVID-19 Pandemic – indicating that forced changes in use within the South Gate College District at this time is inconsistent with the needs of the community. For these reasons, we respectfully request that the City acknowledge the substantial evidence indicating consistent truck trailer storage at the Property, and preservation of this use as legal and nonconforming.

c. Fleet Yards has Maintained an Active Business License with the City of South Gate Since 2014, and Cannot Obtain an Auxiliary Permit Without the City's Cooperation.

The SGMC states that lapse of a business license is one of many factors the City considers in determining whether the legal nonconforming use has been abandoned. Here, AEP maintained a business license for the entirety of its operations on the Property.[12] Fleet Yards has similarly maintained a business license with the City since 2014. AEP and Fleet Yards have maintained a good faith effort to comply with all City

[9] See Exhibit A.
[10] See Exhibit E.
[11] See January 26, 2023 letter from AEP to Chris Jeffers re TUP Extension, attached hereto as Exhibit F; September 27, 2022 Correspondence between Efren Martinez and Director Meredith Elguira regarding the legal nonconforming use on the Property, attached hereto as Exhibit G.
[12] See Exhibit A.

licensing policies and procedures, in addition to permits from other state and local jurisdictions.[13] However, on December 20, 2022 the City claimed that the business license had lapsed without reference to the existing licenses for the Fleet Yards operations. We understand that the City's position is that Fleet Yards requires a supplemental or auxiliary business license for its operations on the Property. However, to obtain a business license, an applicant must first obtain zoning clearance from the South Gate Planning Department. Based on communications from City staff, including the 2022 Rejection Letter, we understand that the City will not issue a zoning clearance because of the current zoning on the Property, notwithstanding the legal nonconforming use. It is inequitable to claim that the use has been abandoned due to lack of an auxiliary business permit when City staff members have indicated that they would not issue the prerequisite zoning clearance for that auxiliary business permit. For these reasons, in consideration of all of the determinative factors for abandonment, there is substantial evidence that the legal nonconforming use on the Property, including storage of tractor trailers has not been abandoned or discontinued.

d. Fleet Yards has Substantially Complied with all of the TUP Conditions.

On December 20, 2022, Director Meredith Elguira alleged that the TUP could not be extended because the conditions of approval had been violated. However, Fleet Yards has substantially complied with the TUP conditions to the extent feasible. On July 16, 2020, the City approved the TUP subject to the following conditions:

1. That the approved use be restricted to truck trailer storage only;
2. That the temporary use is approved for a term of one year, and that additional one-year extensions must be applied for at least 30 days prior to the expiration date of the previous term, for a period of 5 years;
3. That ingress and egress shall be only via Alameda Street;
4. That the number, size and height of truck trailers do not exceed those attached to the original approval;
5. That violations of these conditions or City laws could result in revocation of the TUP; and
6. That the property owner agree to all conditions in the form of a signed affidavit.

As explained above, AEP and later, Fleet Yards have used the Property continuously for truck trailer storage since 1973. Fleet Yards has used the Property for truck trailer storage since obtaining the TUP in July, 2020. The size, number, and height of the truck trailers as authorized in the TUP has not changed. Consistent with the requirements of the TUP, ingress and egress is permitted only on Alameda Street. Although the application for the TUP extension was missed in 2021 due to complications from the COVID-19 Pandemic, both AEP and Fleet Yards have been in consistent communication with the City regarding the nonconforming use on the Property. The owner's signed affidavit is attached as **Exhibit H**. The remaining condition cites

[13] *Id.*

violations of "City laws". As noted above, the City's cooperation is required to obtain an auxiliary business permit to supplement the active business license. For these reasons, we respectfully request that the City acknowledge that each of these conditions have been met to the extent possible.

3. Terminating the Legal Nonconforming Use Violates the Doctrine of Equitable Estoppel

The Doctrine of Equitable Estoppel was designed to promote fair and equitable business transactions. The doctrine is based on the principle that a party who has made a promise should be held accountable for it where reliance on the agreement was reasonable, and enforcement of the agreement is necessary to avoid injustice. *Drennan v. Star Paving Co.* (1958) 51 Cal.2d 409, 412-413; *Garcia v. World Sav. & Loan Assn.* (2010) 183 Cal.App.4th 1031,1037. Here, Fleet Yards only agreed to the TUP as a demonstration of good faith and willingness to work with the City regarding its vision for the community. Based on communications from City staff on July 8, 2020, in addition to the plain language of the TUP, the City was to consider additional extensions of the TUP in addition to the initial five-year term. In addition, both AEP and Fleet Yards agreed to the TUP as a measure of good faith and willingness to work with the City. It is inequitable for the City to renege on this agreement. AEP forwent multiple lucrative opportunities to sell the Property in reliance on the City's communications and the reasonable expectation that the City's permits, licenses, and representations are consistent notwithstanding changes in staff, changes in departmental priorities, and unilateral changes to the zoning code. If the City does not honor its prior commitments, both AEP and Fleet Yards will suffer substantial financial harm. In addition, this inconsistency in City policies discourages investment in our community and is a substantial deviation from the City's treatment of similarly situated legacy businesses.

4. Conclusion

For the reasons stated above, the equitable path forward is to acknowledge truck trailer storage on the Property as a preserved, legal nonconforming use in light of the substantial evidence supporting this finding, and the requirements of the General Plan. In the alternative, we respectfully request that the City reverse the Director's denial of the TUP extension. We understand that the City's position is that the TUP was issued in error. However, where, as here, immediately terminating the TUP causes substantial harm to the community, and there is substantial evidence supporting that the use is legal and nonconforming, we urge you to use this opportunity to make it right. As a further demonstration of good faith and willingness to work together, we respectfully request the City share any documentation indicating that the truck trailer storage is not authorized pursuant to the legacy operations on the Property, and procedures for obtaining a business permit zoning clearance where, as here, the use is legal nonconforming.

Please contact my office if you have any questions.

Sincerely,



Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

Community Development Department
Meredith T. Elguira, Director of Community Development
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9529
www.cityofsouthgate.org

May 16, 2023

Mr. Alan Engle
Manager
Alameda Engle Properties LLC
2127 Century Woods Way
Los Angeles, California 900667

Re: City of South Gate's Denial of Request by Alameda Engle Properties, LLC . for Extension of Temporary Use Permit No. TUP 2020-01 for Truck-Trailer Storage at 8530 Alameda Street in South Gate, California

Dear Mr. Engle,

On May 2, 2023, the South Gate Planning Commission conducted a public hearing on the request by Alameda Engle Properties, LLC's ("AEP") to extend, for a period of one year, the term of Temporary Use Permit No. 2020-01 (the "TUP"). Such an extension would have allowed the continued storage of trucks and truck-trailers at 8530 Alameda Street (the "Premises") by AEP's tenant, Fleet Yards, Inc. ("Fleet Yards"). At the conclusion of that hearing, the Planning Commission upheld the City's earlier decision to deny the extension and not renew the TUP. AEP has now asked to appeal that decision to the South Gate City Council. For the reasons explained by the City Attorney's Office at the May 2, Planning Commission meeting and reiterated below, an appeal of this matter to the City Council is not available.

As the City has repeatedly advised AEP and Fleet Yards, the TUP was initially issued in error, because it purported to allow a "temporary" use of the Premises for a period of at least one year and possibly as many as five years, far in excess of the limited duration mandated by the Zoning Code. Temporary use permits, as the name implies, are intended to allow only short-term uses of land. Specifically, Section 11.51.070 of the Zoning Code states that the maximum duration of a temporary use permit **shall not exceed three days in a row or ten days in any calendar year**. It is unfortunate that the TUP was erroneously issued in 2020 for a much longer one-year period and erroneously renewed in 2021 for an additional one-year period. But those earlier errors do not entitle AEP to further extensions of the TUP for periods far in excess of the maximum durations authorized by the Zoning Code. Simply put, there is no authority in the Zoning Code for issuing or renewing a temporary use permit for any period longer than three consecutive days or ten days in any calendar year.

Furthermore, the original issuance of the TUP in violation of the Zoning Code also meant that the City was not required to grant AEP a hearing on the matter of renewing the TUP. Again, as publicly stated by the City's legal counsel at the Planning Commission meeting, the City granted that hearing as a matter of courtesy – something that was also explained to AEP in the course of the May 2 meeting. No hearing was required because no decision by the Planning Commission could have resulted in validation and extension of the TUP. Section 11.51.020 of the Zoning Code states that any permit conflicting with the provisions of the Zoning Code "shall be null and void." Both the TUP and the requested one-year extension conflict with the provisions of the Zoning

Community Development Department
Meredith T. Elguira, Director of Community Development
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9529
www.cityofsouthgate.org

Code. Therefore, regardless of whether the Planning Commission had voted to uphold or overturn the denial of the requested TUP extension, the result would have been the same: no valid permit would exist. A hearing before the City Council would be equally futile, as AEP would still have no valid permit regardless of whether the Council voted to uphold or overturn the denial of AEP's request to extend the TUP for another year. Therefore, an appeal to the City Council is neither warranted nor available.

AEP and its attorneys contend that Fleet Yard's use of the Premises for the storage of trucks and truck-trailers constitutes a legal non-conforming use which can be continued in the absence of the TUP and despite the fact that such use is not allowed under the current version of the Zoning Code adopted in 2015. Because renewal of the TUP is an impossibility, we recommend that AEP promptly provide the City with evidence supporting that legal non-conforming use argument. Before the City can agree that Fleet Yard's use of the Premises constitutes a legal nonconforming use, AEP and/or Fleet Yards must provide the City with clear evidence which at a minimum establishes two things:

1. That the Premises were used for the storage of trucks and truck trailers since before the 2015 zone change, and that such use has continued from then until now without any interruption longer than two years. Evidence that a truck or trailer was occasionally parked on the Premises for purposes of loading or unloading will not suffice. The City requires evidence that the Premises were being used for the *storage* of trucks and truck-trailers consistent with the customary legal application of "legal non-conforming" use, not that such trucks or trailers were merely present on the Premises for short periods in the normal course of their travels associated with the primary approved use and the only city licensed business being operated at the location (Metal Recycling Center).

2. That in connection with such storage, a Conditional Use Permit had been issued as required by the former Zoning Code. The City can find no indication that such a CUP was ever issued to AEP, Fleet Yards, or any former occupant of the Premises. Under the former Zoning Code, storage of trucks and truck-trailers without a CUP would not have complied with the Zoning Code and therefore could not be the basis for a claim of legal non-conforming use.

Additional to the lack of a CUP, the City does not have a record of any business(s) being licensed for the operation of a storage facility of trucks and/or truck trailers prior to the zone change in 2015 or afterwards.

Community Development Department
Meredith T. Elguira, Director of Community Development
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9529
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We urge AEP, as soon as possible, to either provide the evidence requested above or cause Fleet Yards to discontinue its storage of trucks and truck-trailers at the Premises. Failure to do so will result in enforcement action by the City.

Sincerely,

Meredith T. Elguira, Director

cc: Mr. Chris Jeffers, City Manager
Raúl F. Salinas, Esq.
Craig D. Hardwick Esq.

City of South Gate
8650 California Avenue
South Gate, Ca 90280
Phone: (323) 563-9526

Planning Division

July 16, 2020

Daniel Otting
Fleet Yards Inc.
893 West 16th Street
Newport Beach, CA 92663

[via email: dan@fleetyardsinc.com]

Re: Temporary Use Permit No. TUP2020-01 8530 Alameda Street (APN: 6202-036-003)

Dear Mr. Otting,

The City South Gate has received your temporary use permit application to permit the use of truck trailer storage for a one year period with possible one year extensions up to a maximum period of five years from the date of approval, at 8530 Alameda Street. The proposed project has been reviewed and it has been **approved subject to the following conditions:**

Conditions of Approval

1. The approved temporary use for the site of 8530 Alameda Street is restricted to truck trailer storage *only*. No other outdoor storage is permitted including truck storage. No other use is permitted without the written authorization from the City.
2. The temporary use is approved for a term of one year, set to expire on July 16, 2021. A new application must be submitted at least thirty **(30) days prior** to the expiration date if an extension is desired. Additional one-year extensions will be considered for approval for up to a maximum period of 5 years from the original approval date of July 16, 2020. Additional extensions will be determined based on compliance with said conditions and written verification from the property owner that he/she/they/ is/are in process of developing the land, selling the land and/or working with Los Angeles Community College or a developer on a housing development project.
3. Egress and ingress shall only be via Alameda Street as reflected in Attachment A. No truck or trailers traveling to or from the site shall be allowed to drive upon any South Gate streets other than Alameda Street.
4. Operations shall be limited to those described in Attachment B as to the number, size and height of truck trailers that will be stored on site.
5. Any violations of these conditions or City Laws could result in the revocation of this Temporary Use Permit No. TUP2020-01.
6. All conditions for a Temporary Use Permit No. TUP2020-01,shall be agreed to by the property owner in the form of a signed and notarized affidavit.

Joe Perez
Community Development Director
City of South Gate

Attachments: A. Site Plan
B. Operation Plan

Map should be updated to clarify the area covered by the permitted use permit (8530) and separately show the access point across 8440. The current map makes it appear as if the entire track is 8440, when the red shaded area also includes 8530.

ATTACHMENT A



Attachment B

ADDENDUM: Description of Operation

CITY OF SOUTH GATE

LAND USE ADMINISTRATIVE PERMIT APPLICATION
- TEMPORARY USE PERMIT

Property: 8440 S Alameda St., Los Angeles, CA 90001
APN: 6202-036-003

Need do change to the correct address and correct APN: 8530 Alameda Street

Applicant: Dan Otting
Mailing Address: 893 W 16th Street, Newport Beach, CA 92663
Phone: 949-246-6000

Description of Proposed Operation:

Summary:
Short- Term Truck Trailer Storage.

8530 Alameda Street

Detailed:
The property at 8440 S Alameda St. is approx. 9.7 acres (423,000 sq ft) in total, but 6.7 acres are a part of South Gate proper.

On the 3 acres in South Gate, approximately **125 trailers** will be parked for short- -term storage. Standard commercial trailers are either **40', 48', or 53' long** (usually 53'), **13'6" tall**, and **8' wide**. Please note that while we are proposing to use the entire property (9.7 acres) for storage, the 3 acres within South Gate proper will *only* be used for trailer storage, with no trucks being stored on that part of the yard.

The full yard will be active **24 hours a day, 7 days a week**, but most of the traffic (>90%) will be between the hours of **6:00 AM and 8:00 PM** each day.

For the entirety of the 9.7 acre property, we expect to see **up to 50-75 trucks and trailers** enter and exit the yard each business day.

6.7 acres

6.7 acres

Office of the
South Gate City Clerk
3:00pm MAY - 7 2025
FILED

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **May 13, 2025**
Originating Department: **Community Development**

Department Director: *Gabriel Perez* ***City Manager:*** *Rob Houston*

SUBJECT: APPEAL OF THE PLANNING COMMISSION'S DETERMINATION REGARDING LEGAL NONCONFORMING USES AT A PROPERTY LOCATED AT 8530 ALAMEDA STREET, AND DETERMINING THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

PURPOSE: Public hearing to consider the following:

Appeal of Planning Commission's Decision on Director's Determination: Consideration of an appeal of the Planning Commission's decision upholding the Director's determination that the legal, nonconforming use for a metal processing and/or recycling activities at a property located at **8530 Alameda Street** have been abandoned and can no longer be conducted, and the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.

This item was continued from the Regular City Council Meeting of April 22, 2025.

PROJECT OVERVIEW

1.	Project Location:	8530 Alameda Street
2.	Assessor's Parcel Number:	6202-036-003
3.	Property Owner:	Alameda Engle Properties (Jason Engle)
4.	Appellant/Representative:	Sara Atsbaha, Somos Law Group
5.	General Plan Designation:	Industrial (Community Design Element, Figure CD 1, Existing Land Uses) South Gate College District Subarea 1 (Community Design Element, Figure CD 4, Districts)
6.	Zoning:	IF (Industrial Flex)

RECOMMENDED ACTION:

1. **CONDUCT** a public hearing pursuant to South Gate Municipal Code Section 11.50.040.B;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;

3. **ADOPT** the findings as outlined in the Resolution (Attachment A); and
4. **UPHOLD** the decision of the Planning Commission upholding the determination of the Director of Community Development that the legal, nonconforming use for a metal processing and/or recycling activities at the subject property have been abandoned and can no longer be conducted, and the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.

PUBLIC NOTIFICATION

Advertising and notification of the public hearing for this item was conducted in compliance with Sections 11.50.020 and 11.50.030 of the South Gate Municipal Code ("SGMC"). Notices of the hearing were posted and published in the "South Gate Press" on April 10, 2025.

ENVIRONMENTAL EVALUATION

In accordance with the California Environmental Quality Act (CEQA), the City Council's determination qualifies for a categorical exemption under CEQA Guidelines Section 15321, (Class 21) "Enforcement Actions by Regulatory Agencies," in that the City is enforcing the South Gate Municipal Code.

The City Council's determination on the termination of the legal, non-conforming use of the subject property is not subject to California Environmental Quality Act (CEQA) review because it is not an "approval" as defined in California Code of Regulations, Title 14, Section 15352, but rather a determination of whether a use must terminate at a site, and therefore does not commit the City to any definite course of action regarding new uses or changes to the approved use of the subject property. Furthermore, CEQA does not apply to projects which a public agency rejects or disapproves pursuant to Section 15270(a).

BACKGROUND

This is an appeal filed by legal counsel, Somos Law Group ("Somos"), on behalf of the property owner and applicant, Alameda Engle Properties, LLC ("AEP" represented by Jason Engle), for a 6.78-acre property located at 8530 Alameda Street. Somos is appealing the Planning Commission's decision on the Director of Community Development's determination that the legal, nonconforming use for metal processing and/or recycling activities at the subject property has been abandoned and can no longer be conducted, and the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.

It should be noted that AEP also owns the abutting 2.9-acre site to the north at 8440 S. Alameda Street, which is located outside of the City and in the County of Los Angeles. Access to both properties is via a driveway from Alameda Street to the property at 8440 S. Alameda Street. This property is also being used for truck trailer storage and according to County staff, a conditional use permit (CUP) is currently being processed.

Planning Commission Hearing

On March 18, 2025, the Planning Commission voted 3-0 to adopt Resolution No. 2025-04 denying an appeal and upholding the Director of Community Development's determination and

noncompliance notification regarding recycling/metal processing and truck trailer storage at 8530 Alameda Street.

The appellant's attorneys, Alfred Fraijo Jr. and Sara Atsbaha, gave a presentation on the basis of the appeal. Public comment was received from the following individuals:

- Andrew Herrera
- Jennifer Daley, Southeast Los Angeles (SELA) for a Better Tomorrow
- Omar Ruiz
- David Moreno, 8429 Santa Fe Avenue
- Jennifer Ganata, CBE, 6325 Pacific Boulevard, Ste. 300, Huntington Park
- Alma Rodriguez
- Individual who did not provide a name [Spanish speaker]
- Selena Zepeda [Spanish speaker], Walnut Park resident
- Salvador Diaz, Walnut Park resident
- Gregorio Jimenez, 10423 Mallison Avenue
- Javier Gutierrez

The Planning Commission also received a presentation by City staff and outside legal counsel James Eckart providing a response to the appellant's presentation.

Generally, speakers were opposed to the truck trailer storage citing concerns with traffic, pollution, health impacts, and other environmental concerns. Additionally, written correspondences from the individuals below. The correspondences are included in Attachments D, E, and F.

- Jennifer Daley, SELA for a Better Tomorrow
- Mario Dominguez
- Claudia Rivera
- Nathan Cueto
- Sara Atsbaha, Somos Group, appellant's attorney
- Various letters from South Gate High School students

History of Zoning and Land Use of Subject Property

As early as 1961, the Subject Property was designated as being within a Heavy Manufacturing ("M-3") Zone.

Based upon a review of public records and documents submitted by AEP, the Site was used by Jack Engel & Company (hereinafter, "JECO") and/or AEP for a metal processing/recycling facility from as early as 1973 until approximately March 2020. During that time, the site was developed with a single-story industrial structure used for the recycling operations conducted by JECO and/or AEP.

The metal recycling operations conducted by JECO and/or AEP included, but was not limited to, the delivery of scrap metal product to the Site inside of truck trailers – which would remain on site for up to several months while the scrap metal was sorted and processed on-site and prepared for

shipment to a final off-site destination.

In 1988, the City amended its Zoning Code, in part, to require a Conditional Use Permit for recycling facilities. Thereafter, on or about April 28, 2015, the City Council adopted Ordinance 2323, which further amended the Zoning Code and changed the zoning classification of the Subject Property to Industrial Flex ("IF") Zone.

Pursuant to the Section 11.21.030 and Table 11.21-3 of the amended Zoning Code, recycling facilities require a Conditional Use Permit – however, the recycling operations at the Subject Property were deemed to be a legal, nonconforming land use that was allowed to continue in accordance with SGMC Chapter 11.55 ("Nonconforming Uses and Buildings").

According to public records and information submitted by AEP and/or its representatives, all metal recycling operations ceased in or around March 2020 and are no longer being conducted at the Site.

AEP has confirmed that around March 2020, Fleet Yards, Inc. commenced utilizing the Site solely for the storage of truck trailers and/or containers as a principal use. Moreover, the structure that was previously utilized to conduct the metal recycling at the Site was demolished.

In July 2020, the City approved Fleet Yards, Inc.'s application for a Temporary Use Permit and issued TUP2020-01, authorizing the use of the Subject Property for "truck trailer storage for a one-year period of time with possible extensions up to a maximum period of five years from the date of approval". TUP2020-01 expired on July 16, 2021, without a timely request for renewal from Fleet Yards, Inc.

In December 2022, the Director advised Fleet Yards, Inc. that several conditions of approval of the TUP had not been adhered to, and, moreover, that the TUP was ineligible for renewal as SGMC §11.51.070(B)(4) sets the maximum duration of Temporary Use Permits to no more than three days in a row or ten working days in any calendar year.

On May 2, 2023, the Planning Commission upheld the Director's Determination to deny an extension of the TUP (as set forth in Resolution 2023-05).

Notwithstanding the issuance and subsequent ineligibility for renewal of the TUP, the appellant contended that the truck trailer storage activities are a legal, non-conforming use. As the appellant bears the burden of proving the legal, nonconforming status of the truck trailer storage, Staff provided the appellant ample opportunity to present to the Director sufficient evidence to support its contention.

On January 21, 2025, Interim Community Development Director David M. Crabtree, AICP, issued a determination and noncompliance letter indicating the legal, nonconforming use of the subject property for metal processing and/or recycling activities – including the integral truck trailer storage component of those activities – was abandoned and can no longer be conducted unless otherwise in conformity to all current laws and regulations of the City (and applicable governmental agencies). The use for truck trailer storage as a principal use unrelated to metal

processing/recycling activities is not a legal, nonconforming use – and, as such, must be immediately terminated.

ANALYSIS:

Appeal of Director's Determination

On January 21, 2025, the City sent a Director's Determination and Noncompliance Notification letter to the applicant indicating the legal, nonconforming use of the Subject Property for metal processing and/or recycling activities – including the integral truck trailer storage component of those activities – has been determined to be abandoned and can no longer be conducted at the Site unless otherwise in conformity to all current laws and regulations of the City (and applicable governmental agencies). Furthermore, based on staff's research and information provided by Somos, the use of the Site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use – and, as such, must be immediately terminated.

On February 6, 2025, the applicant filed an appeal requesting the Planning Commission challenging the Director's determination based on the following grounds:

1. The Director's Determination is unsupported by the South Gate Municipal Code (SGMC) purportedly due to the Director's differentiation between an ancillary and primary use, that the immediate termination of a legal, nonconforming use is inconsistent with the SGMC and General Plan, and the Determination violates procedural requirements;
2. Substantive and procedural due process concerns; and
3. Termination of a legal, nonconforming use is a *de facto* regulatory taking; and,
4. The City's failure to comply with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.

Truck Storage/Terminal Use: AEP and its tenant have been using the subject property to store trucks, truck-trailers, and storage containers. Under the SGMC, this use is defined as "truck storage/terminal" use which, pursuant to the SGMC Section 11.60.230 "T" definitions, "means indoor or outdoor site for freight, truck terminals, truck storage yards, or similar commercial facilities."

SGMC Prohibits that Use at 8530 Alameda Street: The subject property is zoned Industrial Flex (IF). Table 11.21-3, under SGMC Section 11.21.030 "Land use permissions tables," lists allowed land uses within the IF zone. Truck storage/terminal use is not listed on that Table as an allowed use within the IF zone. SGMC Section 11.21.020 notes that "Any land use that is not specifically listed in the land use tables for the applicable zone shall not be allowed or permitted within the zone." Therefore, the storage of trucks, truck-trailers and containers is a prohibited use in the IF zone.

It is undisputed that the recycling/metal processing activities that occurred at the subject property were legal, nonconforming, and that truck trailer storage is not currently a permitted use at the subject property pursuant to the South Gate Municipal Code (inclusive of the Zoning Code). The issues of contention are (i) whether the legal, nonconforming recycling/metal processing activities

at the subject property have been abandoned; and/or (ii) whether the appellant has submitted sufficient evidence to substantiate that the current use of the site for truck trailer storage unrelated to recycling/metal processing activities constitutes a legal, nonconforming use of the subject property.

In response to the appellant's arguments set forth in the Request for Appeal, Staff submits the following.

ASSERTION: The Director's Determination is unsupported by the South Gate Municipal Code.

The appellant first argues that the Director failed to make a determination that the legal, nonconforming use is "wholly discontinued or abandoned for a continuous period of two calendar years" as required by SGMC 11.55.040(D). The Director, however, correctly determined that the legal, nonconforming recycling/metal processing use at the site was wholly discontinued and/or abandoned – as evidenced by the cessation of all activities associated with the recycling/metal processing activities in or around 2020, including the demolition of the structure that was previously utilized for such activities. Contrary to the appellant's contention, the Director did not distinguish between primary and ancillary legal, non-conforming uses. Rather, the Director accepted the appellants assertion that the storage of truck trailers at the site was an "integral part of metal processing operations," however, the Director did determine that the truck trailer storage was only done as part of the recycling/metal processing activities while those activities were occurring. The Director correctly determined that the current use of the site for truck trailer storage only is NOT a continuation of the use of the trucks for the recycling/metal processing activities, and, is, in fact, a wholly new use.

The appellant also argues that the immediate termination of the truck trailer storage is inconsistent with the South Gate Municipal Code and the General Plan – which the appellant contends promotes a more gradual transition to a conforming use. However, the appellant fails to recognize that it was the appellant's abandonment of the recycling/metal processing activities for more than 2 years that resulted in the termination of its legal, nonconforming rights – and not any action by the City. The City's requirement that the legal, nonconforming use be terminated for 2 continuous years does, in fact, provide for a gradual transition – but the appellant failed to utilize those 2 years to make a transition to a conforming use. Instead, the appellant transitioned to using the subject property for the prohibited truck trailer storage use.

The appellant further mistakenly argues that the Director failed to make findings required by Section 11.55.040(D) of the municipal code. Specifically, the appellant argues that the Director failed to consider and make a determination regarding (i) the property owner's intent; (ii) the presence or absence of personal property associated with the legal, nonconforming use; (iii) presence or absence of furnishings, equipment, and other property associated with the use; and, (iv) continuity of utility service to the property.

The appellant incorrectly interprets SGMC §11.55.040(D). Pursuant to SGMC §11.55.040(D)(1), in order to determine whether a property owner has abandoned/discontinued a legal, nonconforming use, the Director is required to determine the "apparent intent of the owner to discontinue use of the nonconforming **structure** is apparent, as determined by the director" (emphasis added). This particular requirement, however, is applicable to the intent to discontinue/abandon a nonconforming structure – and not the owner's intent to discontinue a legal, nonconforming use. That being said, the Director determined that the structure previously existing

at the site was voluntarily demolished in or around March 2020 – and that all other activities associated with the recycling/metal processing use also terminated around the same time. The Director also determined that all other equipment, furnishings, and the structure itself used for the recycling/metal processing activities have been absent from the site for more than two years. Moreover, no additional business licenses have been acquired for recycling/metal processing activities for at least 2 years. Any continued utility use at the site (including electricity, gas, water or waste collection) does not negate the Director's determination that all use of the subject property for recycling/metal processing activities has been abandoned/discontinued for more than 2 years.

ASSERTION: The City's management of the legal nonconforming use gives rise to substantive and procedural due process concerns.

The appellant contends that the manner in which the City has handled requests from appellant's legal counsel has raised concerns regarding the appellant's substantive and procedural due process. Appellant also apparently incorrectly argues that the Director suggested that the appellant was required to obtain a Conditional Use Permit in 1988 as a result of a change in the City's Zoning Code. Lastly, appellant argues that Staff has been slow to acknowledge or process its request for a Zone Change and General Plan Amendment. It should be noted that Staff provided documents in its possession – however, was not required to provide copies of business licenses which were no longer in the possession of the City. [Business licenses are issued to business operators – and the appellant would have been in the best position to retain the prior business licenses.] Moreover, the Director did not assert that the appellant required a Conditional Use Permit, but rather that the change in the City's Zoning Code requiring a Conditional Use Permit for the recycling/metal processing use of the site is what converted the legal status of recycling/metal processing use of the site to "legal, nonconforming". Lastly, the processing of the Zone Change and General Plan Amendment is a separate matter before the Planning Commission, and arguments related to the processing of those requests are not related to the Director's Determination regarding the termination of the legal, nonconforming status of the recycling/metal processing activities or the lack of such status for the truck trailer storage.

ASSERTION: Termination of the legal nonconforming use is a *de facto* regulatory taking.

The appellant contends that the changes to the City's Zoning laws and General Plan amount to a regulatory taking because of the limited uses allowed at the subject property. However, the City provides for the continuation of nonconforming uses – and, as such, appellant would have been allowed to continue the recycling/metal processing use of the site had the appellant not abandoned the use or otherwise caused the termination of the use as set forth in SGMC Chapter 11.55. It is the appellant's actions that have resulted in the termination of the ability to continue conducting recycling/metal processing activities – and it is the Director's determination that the truck trailer storage that is currently occurring has never been lawfully approved by the City. This hearing is not the venue to challenge the City's prior Zoning Code amendments related to permitted uses.

ASSERTION: The City has Not Considered the Environmental Consequences Resulting from the Termination of the Existing Land Use in Favor of alternative Land Uses Inconsistent with the Requirements of CEQA.

The appellant incorrectly asserts that the City's termination of the legal, nonconforming use of the subject property is tantamount to changing a land use designation – and would require review pursuant to the California Environmental Quality Act ("CEQA"). However, the Director determined that the actual use of the site for recycling/metal processing ceased in or about March 2020 – and the Director's Determination merely is a confirmation of the abandonment/discontinuance of the use of the site for recycling/metal processing by the owner.

Although the commencement of a new conforming use *may* require CEQA review, that would be determined and occur at the time a conforming use is proposed by the appellant or other interested party – however, Staff has determined that this appeal is exempt from CEQA review.

Staff recommends that the Planning Commission uphold the Director's determination based on the findings in the attached resolution.

CONCLUSION

Staff recommends the Planning Commission uphold the Director's Determination that the legal, nonconforming use of the subject property for metal processing and/or recycling activities has been abandoned for more than two (2) continuous years, and can no longer be conducted at the site; and that the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use.

ATTACHMENTS:

A. City Council Resolution
B. Planning Commission Resolution No. 2025-04
C. Request for Appeal from Somos Law Group with exhibits
D. PC Agenda Bill dated March 18, 2025
E. Letters from South Gate High School students received at March 18, 2025, Planning Commission meeting
F. Public correspondences presented at March 18, 2025, Planning Commission meeting

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DENYING AN APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DECISION TO UPHOLD THE DIRECTOR OF COMMUNITY DEVELOPMENT'S DETERMINATION AND NONCOMPLIANCE NOTIFICATION REGARDING RECYCLING/METAL PROCESSING AND TRUCK TRAILER STORAGE AT 8530 ALAMEDA STREET, AND DETERMINING THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PL 25-0070)

WHEREAS, on January 21, 2025, the Director of Community Development issued a Determination and Noncompliance Notification indicating that the legal, nonconforming use for a metal processing and/or recycling activities at a property located at 8530 Alameda Street ("Subject Property") has been abandoned/discontinued and can no longer be conducted, and that the use of the Subject Property for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated;

WHEREAS, on February 6, 2025, Somos Law Group ("Somos"), on behalf of the property owner-appellant, Alameda Engle Properties, LLC ("AEP" represented by Jason Engle), timely submitted an appeal of the Director's Determination and Noncompliance Notification for the Subject Property. The Appellant requested to allow for the continued use of truck trailer and container storage facility at 8530 Alameda Street, a use which is prohibited at that location by the South Gate Municipal Code ("SGMC"); and

WHEREAS, the Appellant challenged the Director's Determination on the following grounds:

1. The Director's Determination is unsupported by the South Gate Municipal Code ("SGMC") in the following manners:
    a. The Director improperly differentiated ancillary from primary uses;
    b. The immediate termination of an existing use is inconsistent with the SGMC and the General Plan; and,
    c. The Director's Determination violates codified procedural requirements;
2. The City's management of the legal nonconforming use gives rise to substantive and procedural due process concerns;
3. Termination of the legal nonconforming use is a *de facto* regulatory taking; and,
4. The City's failure to comply with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing on this matter on February 27, 2025; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission conducted the public hearing on this matter on March 18, 2025, and adopted Resolution No. 2025-04 denying the appeal request;

WHEREAS, on April 7, 2025, the applicant filed an application (PL 25-0070) to appeal the Planning Commission's determination to the City Council;

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing on this matter on March 27, 2025; and

WHEREAS, pursuant to California Government Code Section 65854, the City Council conducted the public hearing on this matter on April 22 and May 13, 2025.

WHEREAS, the City Council, after conducting the public hearing and having considered all testimony and other evidence submitted in connection therewith, makes the following findings:

1. The Subject Property had been used by Alameda Engle Properties, LLC ("AEP") and/or Jack Engel & Company ("JECO") from approximately 1973 through March 2020 for recycling/metal processing activities. Although the main metal processing occurred within a building or structure located on the Subject Property, it also included the use of trucks to take metal to the Subject Property for processing, and to disburse the processed metal thereafter – which necessitated said trucks being parked and/or temporarily stored at the Subject Property for these uses.

2. In 1988, the City amended its Zoning Code, in part, to require a Conditional Use Permit for recycling facilities – thereby making the recycling/metal processing use at the Subject Property legal, nonconforming.

3. On or about April 28, 2015, the City Council adopted Ordinance 2323, which further amended the South Gate Zoning Code and changed the zoning designation of the Subject Property to Industrial Flex ("IF") Zone – thereby further making the recycling/metal processing use at the Subject Property legal, nonconforming.

4. In or around March 2020, the owner of the Subject Property, AEP, voluntarily demolished the structure that was used for the recycling/metal processing activities, and all other activities associated with the recycling/metal processing use ceased at that time.

5. In or around March 2020, Fleet Yards, Inc. ("Fleet") commenced utilizing the Subject Property for the storage of truck trailers and/or containers as a principal use not related to any recycling/metal processing activities.

6. In July 2020, Fleet was issued Temporary Use Permit TUP 2020-01 by the City authorizing the use of the Subject Property for "truck storage for a one-year period of time with possible extensions up to a maximum of five years from the date of approval." TUP 2020-01 expired on July 16, 2021 – without a request from Fleet to renew.

7. Notwithstanding an untimely request by Fleet to renew TUP 2020-01, South Gate Municipal Code Section 11.51.070(B)(4) sets the maximum duration of Temporary Use Permits to no more than three days in a row or ten working days in any calendar

year.

8. Pursuant to SGMC 11.55.040(D), any industrial nonconforming use or structure that is wholly discontinued or abandoned for a continuous period of two calendar years loses its legal, nonconforming status, and all subsequent uses of the property shall conform to current provisions of the South Gate Zoning Code.

9. The Director sufficiently considered the factors set forth in SGMC 11.55.040(D) in the determination that the recycling/metal processing use at the Subject Property had been discontinued and/or abandoned for a continuous period of at least two calendar years, and that any use of the Subject Property must adhere to the current Zoning Code.

10. Notwithstanding the Planning Commission's decision to uphold the Director's Determination, the City Council has considered all factors set forth in SGMC 11.55.040(D) and all other evidence submitted in connection with this public hearing, and concurs that the recycling/metal processing use had been discontinued and/or abandoned for a continuous period of at least two calendar years, and that any use of the Subject Property must adhere to the current Zoning Code.

11. The City Council concurs with the Planning Commission's decision to uphold the Director's Determination, and independently determines, that the current use of the Subject Property for truck trailer storage unrelated to recycling or metal processing activities is not a legal nonconforming use, and, therefore, is not subject to the provisions of SGMC Chapter 11.55 ("Nonconforming Uses and Buildings").

12. The current use of the Subject Property for the storage of trucks, truck-trailers, and/or storage containers is considered a "truck storage/terminal" as that term is defined by SGMC §11.60.230 to mean "indoor or outdoor site for freight, truck terminals, truck storage yards, or similar commercial facilities."

13. "Truck storage/terminal" use is not authorized or allowed by the SGMC on any land within the Industrial Flex (IF) zone, of which the Subject Property is a part.

14. The use of the Subject Property as a truck storage/terminal must immediately cease.

15. The City Council rejects the Appellant's contentions that the Appellant's due process rights have been violated or that the termination of the right to continue a legal, nonconforming use that has been abandoned or discontinued constitutes an illegal regulatory taking.

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

SECTION 1. The City Council hereby finds that all of the facts set forth in the Recitals of this Resolution are true and correct, and are incorporated herein.

SECTION 2. The City Council hereby finds that the subject decision qualifies for a categorical exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15321, (Class 21) "Enforcement Actions by Regulatory Agencies," in that the City is enforcing its municipal code.

SECTION 3. The City Council of the City of South Gate, pursuant to the facts noted above, does hereby uphold the decision of the Planning Commission to uphold the determination of the Director of Community Development, and independently finds, that the legal, nonconforming use for metal processing and/or recycling activities at a property located at 8530 Alameda Street have been abandoned and can no longer be conducted at the Subject Property, and that the use of the Subject Property for truck trailer storage ("truck storage/terminal") as a use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.

SECTION 4. The City Clerk shall certify the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, and **ADOPTED** on this **13th** day of **May 2025**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

RESOLUTION NO. 2025-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DENYING AN APPEAL AND UPHOLDING THE DIRECTOR OF COMMUNITY DEVELOPMENT'S DETERMINATION AND NONCOMPLIANCE NOTIFICATION REGARDING RECYCLING/METAL PROCESSING AND TRUCK TRAILER STORAGE AT 8530 ALAMEDA STREET, AND DETERMINING THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on January 21, 2025, the Director of Community Development issued a Determination and Noncompliance Notification indicating that the legal, nonconforming use for a metal processing and/or recycling activities at a property located at 8530 Alameda Street ("Subject Property") has been abandoned/discontinued and can no longer be conducted, and that the use of the Subject Property for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated; and

WHEREAS, on February 6, 2025, Somos Law Group ("Somos"), on behalf of the property owner-appellant, Alameda Engle Properties, LLC ("AEP" represented by Jason Engle), timely submitted an appeal of the Director's Determination and Noncompliance Notification for the Subject Property. The Appellant requested to allow for the continued use of truck trailer and container storage facility at 8530 Alameda Street, a use which is prohibited at that location by the South Gate Municipal Code ("SGMC"); and

WHEREAS, the Appellant challenges the Director's Determination on the following grounds:

1. The Director's Determination is unsupported by the South Gate Municipal Code ("SGMC") in the following manners:
    a. The Director improperly differentiated ancillary from primary uses;
    b. The immediate termination of an existing use is inconsistent with the SGMC and the General Plan; and,
    c. The Director's Determination violates codified procedural requirements;
2. The City's management of the legal nonconforming use gives rise to substantive and procedural due process concerns;
3. Termination of the legal nonconforming use is a *de facto* regulatory taking; and,
4. The City's failure to comply with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing on this matter on February 27, 2025; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission conducted the public hearing on this matter on March 18, 2025.

WHEREAS, the Planning Commission, after conducting the public hearing and having considered all testimony and other evidence submitted in connection therewith, makes the following findings:

1. The Subject Property had been used by Alameda Engle Properties, LLC ("AEP") and/or Jack Engel & Company ("JECO") from approximately 1973 through March 2020 for recycling/metal processing activities. Although the main metal processing occurred within a building or structure located on the Subject Property, it also included the use of trucks to take metal to the Subject Property for processing, and to disburse the processed metal thereafter – which necessitated said trucks being parked and/or temporarily stored at the Subject Property for these uses.

2. In 1988, the City amended its Zoning Code, in part, to require a Conditional Use Permit for recycling facilities – thereby making the recycling/metal processing use at the Subject Property legal, nonconforming.

3. On or about April 28, 2015, the City Council adopted Ordinance 2323, which further amended the South Gate Zoning Code and changed the zoning designation of the Subject Property to Industrial Flex ("IF") Zone – thereby further making the recycling/metal processing use at the Subject Property legal, nonconforming.

4. In or around March 2020, the owner of the Subject Property, AEP, voluntarily demolished the structure that was used for the recycling/metal processing activities, and all other activities associated with the recycling/metal processing use ceased at that time.

5. In or around March 2020, Fleet Yards, Inc. ("Fleet") commenced utilizing the Subject Property for the storage of truck trailers and/or containers as a principal use not related to any recycling/metal processing activities.

6. In July 2020, Fleet was issued Temporary Use Permit TUP 2020-01 by the City authorizing the use of the Subject Property for "truck storage for a one-year period of time with possible extensions up to a maximum of five years from the date of approval." TUP 2020-01 expired on July 16, 2021 – without a request from Fleet to renew.

7. Notwithstanding an untimely request by Fleet to renew TUP 2020-01, South Gate Municipal Code Section 11.51.070(B)(4) sets the maximum duration of Temporary Use Permits to no more than three days in a row or ten working days in any calendar year.

8. Pursuant to SGMC 11.55.040(D), any industrial nonconforming use or structure that is wholly discontinued or abandoned for a continuous period of two calendar years loses its legal, nonconforming status, and all subsequent uses of the property shall conform to current provisions of the South Gate Zoning Code.

9. The Director sufficiently considered the factors set forth in SGMC 11.55.040(D) in the determination that the recycling/metal processing use at the Subject Property had been discontinued and/or abandoned for a continuous period of at least two calendar years,

and that any use of the Subject Property must adhere to the current Zoning Code.

10. Notwithstanding the Director's Determination, the Planning Commission has considered all factors set forth in SGMC 11.55.040(D) and all other evidence submitted in connection with this public hearing, and concurs that the recycling/metal processing use had been discontinued and/or abandoned for a continuous period of at least two calendar years, and that any use of the Subject Property must adhere to the current Zoning Code.

11. The Planning Commission concurs with the Director's Determination, and independently determines, that the current use of the Subject Property for truck trailer storage unrelated to recycling or metal processing activities is not a legal nonconforming use, and, therefore, is not subject to the provisions of SGMC Chapter 11.55 ("Nonconforming Uses and Buildings").

12. The current use of the Subject Property for the storage of trucks, truck-trailers, and/or storage containers is considered a "truck storage/terminal" as that term is defined by SGMC §11.60.230 to mean "indoor or outdoor site for freight, truck terminals, truck storage yards, or similar commercial facilities."

13. "Truck storage/terminal" use is not authorized or allowed by the SGMC on any land within the Industrial Flex (IF) zone, of which the Subject Property is a part.

14. The use of the Subject Property as a truck storage/terminal must immediately cease.

15. The Planning Commission rejects the Appellant's contentions that the Appellant's due process rights have been violated or that the termination of the right to continue a legal, nonconforming use that has been abandoned or discontinued constitutes an illegal regulatory taking.

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

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

SECTION 2. The Planning Commission hereby finds that the subject decision qualifies for a categorical exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15321, (Class 21) "Enforcement Actions by Regulatory Agencies," in that the City is enforcing its municipal code.

SECTION 3. The Planning Commission of the City of South Gate, pursuant to the facts noted above, does hereby uphold the decision of the Director of Community Development, and independently finds, that the legal, nonconforming use for metal processing and/or recycling activities at a property located at 8530 Alameda Street have been abandoned and can no longer be conducted at the Subject Property, and that the use of the Subject Property for truck trailer storage ("truck storage/terminal") as a use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.

This action was adopted by the following vote at the Planning Commission meeting of March 18, 2025.

AYES: Prieto, Ruiz, Ozaeta

NOES:

ABSENT: Laborin

APPROVED and ADOPTED this 18th of March 2025.

John F. Signo, AICP
Planning Manager

APPROVED:

Jimmy Ozaeta
Chairperson
City Planning Commission

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SOMOS LAW GROUP LLP
ALFRED FRAIJO, JR. (SBN 221973)
alfred@somosgroup.org
IAN M. FORREST (SBN 240403)
forrest@somosgroup.org
SARA ATSBAHA (SBN 310049)
sara@somosgroup.org
SARAH JANE M. LONGALONG (SBN 356305)
sarah@somosgroup.org
304 South Broadway Street, Suite 350
Los Angeles, California 90013
Tel.: 213.592.1185 | Fax: 213.620.5759

Attorneys for Appellant
ALAMEDA ENGLE PROPERTIES, LLC

BEFORE THE CITY COUNCIL

FOR THE CITY OF SOUTH GATE

In the matter of the appeal of: CITY OF SOUTH GATE PLANNING COMMISSION RESOLUTION NO. 2025-04, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DENYING AN APPEAL AND UPHOLDING THE DIRECTOR OF COMMUNITY DEVELOPMENT'S DETERMINATION AND NONCOMPLIANCE NOTIFICATION REGARDING RECYCLING/METAL PROCESSING AND TRUCK TRAILER STORAGE AT 8530 ALAMEDA STREET, AND DETERMINING THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT	**APPELLANT ALAMEDA ENGLE PROPERTIES, LLC'S APPEAL OF CITY OF SOUTH GATE PLANNING COMMISSION RESOLUTION NO. 2025-04**

TABLE OF CONTENTS

I. INTRODUCTION 1

II. FACTUAL BACKGROUND 1

A. Historical Use of the Subject Property 1

B. City Zoning Change and Legal Non-Conforming Use Status 3

C. AEP Leases the Subject Property to Fleet Yards in Reliance on the LNCU Determination and City's Issuance and Assurances Regarding a Temporary Use Permit for the Subject Property 4

D. The City Denies To Extend The TUP 5

E. The City's Determination Regarding LNCU at the Subject Property 8

F. AEP's Zone Change / General Plan Amendment Application 13

G. City Planning Commission Resolutions 2025-04 and 2025-05 14

III. ARGUMENTS 16

A. The Director's Determination And PC Res. 2025-04 Failed To Follow Applicable Provisions Of The SGMC And Are Arbitrary And Capricious Violations Of Constitutional Requirements Of Substantive And Procedural Due Process 17

1. The SGMC's Requirements 18

2. The SGMC does not permit the City to bifurcate different the LNCU into component parts in order to justify a finding of LNCU 19

3. The two-year period cited by the City is inaccurate and does not support the determination of abandonment 21

4. The City has failed to substantiate its determination of AEP's intent to abandon the LNCU and all evidence in the record before the City indicates the AEP neither intended nor did in fact abandon the LNCU 22

5. The City met none of its requisite evidentiary burdens under SGMC §11.55.040.D.2 in support of determination that AEP abandoned its LNCU 23

B. The City Violated AEP's Rights To Due Process And Deprived AEP Of A Fair And Impartial Adjudicatory Proceeding 24

1. The City has abused its regulatory processes, demanding the AEP to pursue land use entitlements and regulatory fixes that the City then would not support in good faith or had no intention of approving 24

2. The City allowed AEP insufficient time to respond to the arguments by the City Prosecutor at the March 18, 2025 Planning Commission Hearing 26

C. The City's Re-Zoning And Termination Of The LNCU For The Subject Property Are A *De Facto* Regulatory Taking 26

1. The application of the IF and South Gate College District Zones to the Subject Property severely curtail viable economic use of the Subject Property, resulting in an unconstitutional regulatory taking without just compensation 27

2. PC Res. 2025-04 cuts off access to AEP property in LA County contiguous with the Subject Property, resulting in an unconstitutional regulatory taking without just compensation 28

D. The City Has Not Considered The Environmental Consequences Resulting From The Termination Of The Existing Land Use In Favor Of Alternative Land Uses Inconsistent With The Requirements Of CEQA 29

E. The City Director's Determination Makes For Poor Public Policy And Is Inconsistent With The SGMC's "Encouraged" Phasing Out Of LNCU Prescribed In SGMC And GP 30

IV. CONCLUSION 32

I. INTRODUCTION

Pursuant to the City of South Gate Municipal Code ("SGMC") Section 11.50.040, Alameda Engle Properties, LLC ("AEP") appeals the City of South Gate Planning Commission's ("Planning Commission") Resolution No. 2025-04, *A Resolution Of The Planning Commission Of The City Of South Gate, State Of California, Denying An Appeal And Upholding The Director Of Community Development's Determination And Noncompliance Notification Regarding Recycling/Metal Processing And Truck Trailer Storage At 8530 Alameda Street, And Determining The Action Is Exempt From The California Environmental Quality Act* ("PC Res. 2025-04," **Exhibit 1**). PC Res. 2025-04 upholds the City Director of Community Development's ("Director") determination and noncompliance notification regarding the metal recycling/processing and truck trailer storage at 8530 Alameda Street ("Subject Property"), determines that the Planning Commission's action is exempt from the California Environmental Quality Act, asserts that the legal, nonconforming use ("LNCU") for a metal processing and/or recycling activities located on the Subject Property has been abandoned/discontinued and can no longer be conducted, and that the use of the Subject Property for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a LNCU and must be immediately terminated.

As discussed below, the determinations of the Planning Commission and Director in PC Res. 2025-04 are in error, are not supported by reference to fact or applicable law and should be reversed by the City Council.

II. FACTUAL BACKGROUND

A. Historical Use of the Subject Property

1. Jack and Rose Engle, as husband and wife, owned and operated Jack Engle & Company ("JECO"). Since the early 1960s, JECO operated on 8440 S. Alameda Street in unincorporated Los Angeles County. In 1973, JECO acquired the 8530 Alameda Avenue ("Subject Property") from Firestone Tire and Rubber Company and expanded its metal processing operations on the Subject Property.

2. The metal processing operations on the Subject Property included shipment of unprocessed scrap metal to the Subject Property *via* truck and trailers. When a container would arrive at the JECO facilities, the industrial scrap metal would be unloaded, weighed, graded, and sorted into like kind materials, and stored on site.

3. The storage of truck trailers and containers have consistently been central to the business, particularly in the collection, processing, storage, and shipment of industrial scrap metals.

4. JECO's suppliers would generate on average between 6 and 11 million pounds of scrap metal per month. This volume of material could not be processed in a matter of days or weeks. These materials would necessarily be stored onsite in truck trailers and in different containers until there was a sufficient amount for processing. These truck trailers and containers holding processed and unprocessed scrap metal were stored on the Subject Property for months or longer as necessary. Such storage has always been a critical part of JECO's operations.

5. JECO stored its own truck trailers and containers, as well as truck trailers and containers owner by others. At any given time, the Subject Property could be storing dozens of truck trailers, hundreds of medium-to-large roll-off containers comparable in size to shipping containers, as well as thousands of smaller containers which would be consolidated into the larger containers and truck trailers for shipment.

6. JECO would frequently use its own truck trailers and containers to purchase and store scrap metal materials at the Subject Property. For example, JECO purchased material from the City of South Gate as a supplier, who itself used JECO's services from 2002 through 2019.

7. Whether the materials were stored in truck trailers or other containers was determined by the product's end destination (international or domestic), and whether the material was to travel by rail, sea, or truck. The logistics of international shipping and the different requirements for international ports of entry required the onsite storage of materials at the Subject Property for a longer duration than domestic shipments. International shipments also often required inspectors to enter the Subject Property to inspect the shipments extending

the duration of onsite storage of the processed materials in truck trailers and containers.

8. In the case of either domestic or international shipments, truck trailers and containers would be loaded and stored onsite at the JECO facility until a truck driver was scheduled to retrieve the materials with a specific time slot booked with the appropriate shipping port or rail line. Given the continuous movement and coordination, truck trailers and containers were consistently stored onsite at the Subject Property and such truck trailers and containers constituted as integral and essential a part of JECO's operations as the metal processing itself. Indeed, no metal recycling operations would have been possible without the storage of these truck trailers and containers and this practice is consistent with industry standards for comparable metal processing operations nation-wide.

9. In 2009, Jack and Rose Engle's son, Alan Engle, acquired the Subject Property under his company, Alameda Engle Properties, LLC ("AEP"), to continue the family business.

B. City Zoning Change and Legal Non-Conforming Use Status

10. In 2015, the City of South Gate ("City") changed the zoning of the Subject Property from M3 (Heavy Manufacturing) to Industrial Flex ("IF").

11. At the same time, the City also included the Subject Property in the South Gate College District as indicated in the City's General Plan.

12. Consequently, when the property was appraised in 2015, a City representative from the City's Planning Department asserted the Subject Property was a storage yard in the IF zone of South Gate, but was a pre-existing, legal nonconforming or "grandfathered" use given the Subject Property's recent zone change from M3 to IF. ("Syn-Mar 2015 Appraisal Report," **Exhibit 3** at Page 19.)

13. This assertion was repeated in 2017, when another appraiser report indicated that a City representative asserted that "the subject as a storage yard in the industrial flex zone of South Gate is reportedly now a pre-existing, legal, non-conforming use ("grandfathered" use)." ("Syn-Mar 2017 Appraisal Report," **Exhibit 4** at Page17.)

C. AEP Leases the Subject Property to Fleet Yards in Reliance on the LNCU Determination and City's Issuance and Assurances Regarding a Temporary Use Permit for the Subject Property

14. In March of 2020, at the height of the COVID-19 Pandemic, AEP ceased recycling and processing metal but continued to own and operate the Subject Property for truck trailer and container storage and delivery. While this change continued a primary use of the Subject Property for the purposes of the LNCU, the cessation of the metals recycling decreased the intensity of any environmental burdens associated with the Subject Property.

15. In early 2020, AEP leased the Subject Property to its current tenant, Fleet Yards.

16. In or around April 2020, the City (*via* then Director for Community Development, Joe Perez) and AEP began discussions regarding the City's goals for the Subject Property, wherein the City errantly required AEP and Fleet Yards to obtain a Temporary Use Permit ("TUP") for the Subject Property. The City's stated purpose for the TUP was to allow the City to explore ways to encourage the development of education facilities at or around the Subject Property.

17. In those discussions, the City made commitments to AEP and Fleet Yards, reiterated on numerous occasions, that the TUP would be extended annually and that the City would administer additional extensions in the future.

18. AEP and Fleet Yards reasonably relied on the City's representations regarding the TUP when making critical business decisions and investments in the Subject Property, including but not limited to the execution of a long-term lease agreement for Fleet Yards to continue to operate the truck trailer and container storage use onsite.

19. AEP engaged in these discussions with the City in good faith notwithstanding the fact that the long-standing uses of the site, including truck trailer and container storage, were vested LNCU under the law. Indeed, truck trailer and container storage at the Subject Property was not expressly discussed in relation to the TUP. The City did not address the LNCU issue at that time, nor did it suggest AEP or Fleet Yards pursue an appropriate entitlement, such as a Development Agreement ("DA") or Conditional Use Permit ("CUP").

20. On July 16, 2020, the City issued the TUP to Fleet Yards for its truck trailer use on the Subject Property, subject to six conditions:

(i) the approved temporary use for the site of 8530 Alameda Street is restricted to truck trailer storage *only*. No other outdoor storage is permitted including truck storage. No other use is permitted without the written authorization from the City;

(ii) the temporary use is approved for a term of one year, set to expire on July 16, 2021. A new application must be submitted at least thirty (30) days prior to the expiration date if an extension is desired. Additional one-year extensions will be considered for approval for up to a maximum period of 5 years from the original approval date of July 16, 2020. Additional extensions will be determined based on compliance with said conditions and written verification from the property owner that he/she/they/is/are in process of developing the land, selling the land and/or working with the Los Angeles Community College or a developer on a housing development project;

(iii) egress and ingress shall only be via Alameda street …. No other truck or trailers traveling to or from the site shall be allowed to drive upon any South Gate streets other than Alameda Street;

(iv) Operations shall be limited … as to the number, size and height of truck trailers that will be stored on site;

(v) any violations of these conditions or City Laws could result in the revocation of this Temporary Use Permit No. TUP2020-01; and

(vi) all conditions for a Temporary Use Permit No. TUP2020-01, shall be agreed to by the property owner in the form of a signed and notarized affidavit.

(" J. Perez's letter to D. Otting dated July 16, 2020," **Exhibit 5**.)

D. The City Denies To Extend The TUP

21. Despite the substantial disruptions to the City's administration caused by and during the COVID-19 pandemic and despite the assurances given to AEP and Fleet Yards during the TUP negotiations in 2020, Fleet Yard's July 11, 2022 TUP renewal request was

denied as untimely by Meredith Elguira, City Director of Community Development, successor to Joe Perez. ("M. Elguira letter to T. Newcomer dated December 20, 2022," **Exhibit 6**; "E.Martinez email to City dated December 23, 2022", **Exhibit 7**.)

22. The initial TUP revocation failed to consider the significant impacts on local businesses and timely government services resulting from and during the COVID-19 pandemic. On or around October 5, 2022, the City agreed to provide a one (1) year extension in order to provide AEP with enough time for [AEP] to go through [the City's] process. (*See* **Exhibit 7**.)

23. On December 20, 2022 however, the City abruptly changed course and denied the TUP extension for the storage of trucks and containers at the Subject Property on the grounds that the City erred in originally issuing the TUP and a new City assertion that the LNCU of truck and container storage at the Subject Property had been abandoned. Specifically, the City agued the TUP was only valid for one year, and a TUP extension could not be reissued because:

(i) that the City had erred in issuing the TUP because SGMC § 11.51.070(B)(4) restricts temporary use permits to a maximum of three consecutive days or ten working days in any calendar year, rendering the one-year duration unauthorized;

(ii) the business (Fleet Yards) failed to obtain the required business license;

(iii) Fleet Yards failed to submit a renewal application within the required time frame; and

(iv) under SGMC § 11.55.040, any prior nonconforming industrial use is deemed discontinued and cannot be resumed because the site was not used for such purposes for over two consecutive calendar years.

In conclusion, the City directed all truck trailer and container storage to be vacated and that the site be maintained as a vacant lot. (*See* **Exhibit 6**.)

24. On December 23, 2022, a representative for AEP and Fleet Yards contested the Director's decision and appealed the TUP denial. (*See* **Exhibit 7**.)

25. On January 12, 2023, the City Manager formally denied AEP's and Fleet Yard's request for an extension of the TUP and extending the appeal period to January 30, 2023. ("C.

Jeffers's TUP Denial Letter to D. Otting dated January 12, 2023," **Exhibit 8**.)

26. On January 26, 2023, AEP timely appealed the Director's denial of the TUP to the South Gate City Planning Commission ("CPC" or "Planning Commission"). (J. Engle Appeal Letter to C. Jeffers dated January 26, 2023," **Exhibit 9**.)

27. On or around April 27, 2023, prior to the hearing on the appeal, the City asserted the issue of LNCU was not related to the TUP extension and would not be considered as part of the TUP hearing. However, this is in direct contradiction to the City's December 20, 2022 correspondence wherein the TUP extension was denied, at least in part, based on the City's assertion that the LNCU had been abandoned.

28. AEP responded that same day, pointing out that:

(i) the LNCU issues were cited as a primary reason for the denial of the TUP extension;

(ii) that the LNCU of truck trailer and container storage had been legally established through decades of continuous operation;

(iii) that the TUP was only pursued and issued at the City's request and after assurances that the truck and trailer storage at the Subject Property would be allowed to continue;

(iv) that Fleet Yards had substantially complied with the TUP conditions and that any delay in renewal was due to COVID-19-related disruptions; and

(v) that the City's refusal to extend the TUP, issue zoning clearance, or acknowledge the LNCU contradicted prior City representations and misapplied the SGMC.

Accordingly, AEP requested that the City either formally recognize the truck trailer storage as a LNCU or, alternatively, reverse the Director's denial of the TUP extension. (AEP's Appeal of Director's Denial of TUP Extension dated April 27, 2023," **Exhibit 10**.)

29. On May 2, 2023, the CPC denied AEP's appeal of the Director's denial of the TUP extension in a close 3-2 decision. At the hearing, the City made numerous factual and legal misstatements regarding the LNCU of truck trailer and container storage at the Subject Property, including:

(i) that the LNCU was not "legally established";

(ii) that the LNCU doctrine was inapplicable because the operations "don't look like" the historic photos; and

(iii) that the SGMC requirements for the truck trailer and container storage applicable from approximately 1980 until 2015 were applicable to the Subject Property's operations, instead of the correct SGMC requirements from 1973 when truck trailer and container storage operations on the Subject Property legally commenced.

The misstatements and legal errors were not addressed or corrected by the City. (*See* Exhibit 10; "AEP's Appeal of CPC's Denial of TUP Extension dated May 16, 2023," **Exhibit 11**.)

30. Rather, instead of making a determination on the truck trailer and storage as a LNCU, the City instructed staff to work with AEP to find a solution. AEP, *via* its counsel, immediately conferred with the City to discuss a path forward for the LNCU at the Subject Property, continuing those conversations with the City Attorney's office and submitting evidence of truck trailer and container storage at the Subject Property dating back to the early 1970s.

31. On May 16, 2023, AEP timely appealed the CPC's determination in order to ensure exhaustion of its administrative remedies, but with the intent of continuing discussions with the City regarding the LNCU at the Subject Property. (*See* **Exhibit 11**.)

32. Also on May 16, 2023, the City asserted to the AEP that an appeal of the TUP decision to the City Council was "not available" notwithstanding the appeal provisions in the SGMC. ("M. Elguira's letter to A. Engle re Denial of Request by AEP for Extension of TUP dated May 16, 2023," **Exhibit 12**.)

33. In or around May 2023, AEP's appeal of the TUP extension to the City Council were stayed pending the City's determination regarding the Subject Property's LNCU.

E. The City's Determination Regarding LNCU at the Subject Property

34. On May 21, 2023 and in support of the discussions between the City and AEP surrounding the LNCU, AEP submitted a Public Records Act request (PRA) to the City to

gather evidence to demonstrate the longstanding LNCU at the property. The PRA requested records related to zoning, land use, and permitting for the Subject Property including:

(i) certificates of occupancy issued between 1970 and 2014;

(ii) zoning codes and maps in effect from 1973 through 2014;

(iii) administrative and discretionary permits issued through 2020;

(iv) documents and communications related to the 2015 zoning code amendments and the 2020 TUP; and

(v) correspondence between City officials and individuals or entities affiliated with the Subject Property.

("S. Atsbaha's Email to R. Larios re PRA Submittal dated May 21, 2023," **Exhibit 13**.)

35. On July 5, 2023, after numerous follow up inquiries and diligence by AEP's counsel, the City responded with certain documents responsive to the PRA request. As a result of the City's delays and lack of communication, AEP's counsel was not able to complete its legal arguments demonstrating the Subject Property's LNCU until August 17, 2023. (*See* **Exhibit 14**.)

36. On August 17, 2023, *via* its counsel, AEP requested a formal determination from the City that truck trailer and container storage at the Subject Property be recognized as a LNCU under the SGMC. In support of which, AEP asserted:

(i) The current use of the Subject Property for truck trailer and container storage had been ongoing since 1973 as an integral and necessary practice associated with the metal processing operations conducted by JECO.

(ii) No separate entitlement or CUP was required for truck and container storage as evidenced by the historic zoning code and SGMC provisions in place in 1973 that allowed such activities by right within the M-3 Heavy Manufacturing zone.

(iii) The City's own records, including Certificates of Occupancy and decades of business licenses identified metal manufacturing and outdoor storage, confirming that the use was legally established and did not require a CUP or any other entitlement under the

applicable version of the SGMC.

(iv) The City's historic practice did not require listing every component of a primary or by-right use on business permits until 1993, and the failure to separately list truck trailer and container storage did not negate its longstanding legality.

(v) The City had both direct and constructive notice of this use for decades, and was even a client of the Subject Property from 2002 until 2019.

(vi) The truck trailer and container storage at the Subject Property was not incidental, but rather essential to the core functions of the metal processing business at the Subject Property.

(vii) The storage of truck trailers and containers had never been abandoned or discontinued for the two-year period required to extinguish nonconforming rights under SGMC § 11.55.040, and that substantial documentary evidence—such as utility records, photographs, business licenses, and operational logs—confirmed this uninterrupted use.

(viii) Even assuming a change in certain operations, current activities by JECO and/or Fleet Yards were substantially similar to the historic use of the Subject Property and fall within the City's discretion to preserve or authorize minor, incidental modifications to existing LNCUs, as supported by SGMC § 11.55.030 and relevant case law.

("A. Fraijo Jr.'s Letter re Demonstration of Legal Nonconforming Use Letter to M. Elguira dated August 17, 2023," **Exhibit 15**.)

37. AEP requested to preserve truck trailer and container storage on the Property as a LNCU, or, in the alternative, have the City exercise its authority to continue allowing the use under its discretion to protect AEP's substantially similar or negligible expansions of historically permitted operations. (*See* **Exhibit 15**.)

38. On October 4, 2023, *via* counsel and again at the request of the City, AEP submitted proposed terms to the City Manager for a Development Agreement ("DA") to address the City's concerns regarding the use of the property, provide a framework for municipal oversight and future development, and resolve the City's erroneous 2020 requirement that Fleet

Yards obtain a TUP. ("Settlement Agreement Term Sheet to the City dated October 4, 2023," **Exhibit 16**.)

39. On November 3, 2023, despite the City's May 16, 2023 letter denying AEP the ability to appeal, the City advised that it now would allow AEP to appeal the CPC's May 2, 2023 denial determination for a TUP renewal. ("J. Eckart Letter to AEP re Denial of Extension of Temporary Use Permit dated November 3, 2023," **Exhibit 17**.)

40. On November 15, 2023, AEP submitted its "*Appeal & Determination of Legal Nonconforming Use*" to the City as requested. ("A. Fraijo Jr. Letter to Mayor P. Avalos re Request for Appeal and Determination of Legal Nonconforming Use dated November 15, 2023," **Exhibit 18**.)

41. On or around November 16, 2023, the City informed AEP's counsel that the City misplaced the appeal documents and accompanying check for the appeal fees. Despite the fact that it had already been timely submitted on November 15, 2023, on December 15, 2023, the City requested that the appeal and supporting documentation be re-submitted by December 18, 2023 to assist the City's determination regarding the LNCU of the truck trailer and container storage at the Subject Property. On December 18, 2023, the AEP complied with the City's request and re-submitted its appeal of the CPC's determination denial of the TUP renewal to the City ("J. Eckart letter to S. Atsbaha re Resubmittal of Appeal Packet and New Payment of Appeal Fees dated December 15, 2023," **Exhibit 19**.) On December 18, 2023, the AEP re-submitted its appeal of the CPC's determination denial of the TUP renewal to the City. ("Receipt re Somos Appeal Payment Fees to City dated December 18, 2023," **Exhibit 20**.)

42. On January 4, 2024 and pursuant to the City's request, AEP submitted supplemental documentation of the LNCU at the Subject Property. This supplemental documentation included:

(i) A comprehensive record of materials previously provided on April 27, May 16, August 17, and November 15, 2023, establishing that truck trailer and container storage had been a LNCU at the Subject Property since the early 1970s.

(ii) A timeline of operations by JECO and Fleet Yards, and description of all responsive City-issued business licenses, entitlements, and regulatory permits.

(iii) An explanation regarding AEP's inability to obtain an auxiliary business license due to the City's own requirement for a zoning clearance, which the City would not grant absent a determination on the LNCU issue.

(iv) Notation of the City's lack of response to the proposed DA terms submitted on October 4, 2023, which the AEP intended to address the City's concerns, provide for municipal oversight, establish a pathway for future development of the Property, and remedy the City's errant requirement for a TUP in 2020, and emphasis that while the prior City Manager declined to meet to discuss the DA, AEP remained willing to engage with the City's new leadership at the earliest opportunity to pursue a collaborative resolution.

("A. Fraijo Jr.'s letter to M. Elguira re Supplemental Documentation of Legal Nonconforming Use dated January 4, 2024," **Exhibit 21**.)

43. Between January and June of 2024, the City indicated that a settlement agreement regarding the future of the Subject Property may be possible. The City requested that AEP submit proposed terms for the agreement during conversations that occurred between counsel for the AEP and the City.

44. On June 19, 2024, *via* counsel and at the City's request, AEP proposed a settlement agreement in an attempt to resolve the outstanding determination regarding the LNCU. ("S. Atsbaha email to R. Salinas re Settlement Agreement Terms dated June 19, 2024," **Exhibit 22**.)

45. Based on multiple conversations with the City and at the City's request, AEP submitted several discussion proposals intended to correct the City's prior error in requiring a TUP for truck trailer storage at the Subject Property. These proposals included:

(i) draft terms for a potential DA;

(ii) market study to determine feasible future developments and alternate uses at the Subject Property;

(iii) identification of potential third-party partnerships consistent with the goals of the City's General Plan;

(iv) a medium-term phase-out of the existing use; and

(v) a proposed timeline with measurable milestones to guide redevelopment of the Subject Property and facilitate transition to an alternative use. The proposed timeline was modeled on the phase-out language included in the City's General Plan.

("S. Atsbaha letter to City regarding Proposed Solution Summary based on conversations with the City dated March 17, 2025," **Exhibit 23**.)

F. AEP's Zone Change / General Plan Amendment Application

46. On October 14, 2024, AEP submitted an Application for a Zone Change (ZC) and General Plan Amendment (GPA) for the property based on the recommendation of the City. ("S. Atsbaha email submittal re ZC and GPA to City Planning dated October 14, 2024," **Exhibit 24**; "ZC and GPA Application submitted to City dated October 14, 2024," **Exhibit 25**; "AEP's letter to R. Houston re Application for Zone Change and General Plan Amendment dated October 18, 2024," **Exhibit 26**.)

47. The GPA/ZC Application would have achieved the City's goals by adding text for structured phase-out, or alternatively reverting the Subject Property to its previous M3 designation until a viable use or development partner could be identified. (*See* **Exhibit 25**.)

48. Despite continued and numerous efforts by AEP's representatives and counsel, the City did not acknowledge its receipt of the GPA/ZC Application until January 2, 2025. ("AEP's outreach efforts to City regarding the ZC/GPA from October 18, 2024 to December 2, 2024," **Exhibit 27**.)

49. On January 21, 2025, the City determined the longstanding LNCU at the Subject Property to have been abandoned and can no longer be conducted at the Site. ("D. Crabtree's Letter to AEP re Director's Determination and Noncompliance Notification dated January 21, 2025," **Exhibit 28**.)

50. On or about January 23, 2025, AEP responded to the Director's determination

and noncompliance notification indicating its surprise to receive the letter in light of the City's indication that the delays to its consideration of the pending Development Agreement ("DA") and pending entitlement applications for a Zone Change ("ZC") and General Plan Amendment ("GPA") prepared and provided at the City's request. (A. Fraijo Jr.'s Letter to D. Crabtree re Director's Determination and Noncompliance Notification dated January 23, 2025," **Exhibit 29**.)

51. On January 28, 2025, the City requested additional information and noted that additional City departments were reviewing the ZC/GPA Amendment and provide additional comments. The City requested that the additional information be submitted by February 3, 2025, and, provided the project cleared departmental review, the matter could be scheduled for a public hearing before the Planning Commission on March 4, 2025. ("J. Signo's letter to S. Atsbaha regarding AEP's Request for Zone Change Designation from Industrial Flex (IF) to Heavy Manufacturing (M3) dated January 28,2025," **Exhibit 30**.)

52. On February 3, 2025, via counsel, AEP responded to the City's January 28, 2025 letter and submitted the additionally requested information, including:

(i) a check in the amount of $8,423;

(ii) an amended zoning map;

(iii) an amended general plan diagram;

(iv) a radius map (along with a physical copy *via* FedEx for arrival that day); and

(v) a Property Owners and Occupants List (also *via* FedEx to arrive that day).

("S. Atsbaha letter to J. Signo regarding AEP's Request for Zone Change Designation from Industrial Flex (IF) to Heavy Manufacturing (M3)," **Exhibit 31**.)

G. City Planning Commission Resolutions 2025-04 and 2025-05

53. On January 21, 2025, the City determined the longstanding LNCU at the Subject Property to have been abandoned. (*See* **Exhibit 28**.)

54. On February 6, 2025, AEP requested for an appeal of the Director's Determination and Noncompliance Notification to the CPC. AEP also requested that the City

consider alternative proposals and meet with AEP. The letter set forth multiple grounds for the appeal, including:

(i) the City's interpretation of the LNCU is inconsistent with the applicable code;

(ii) the Director's Determination does not comply with codified requirements;

(iii) the General Plan requires a gradual phase-out of existing uses to avoid vacancy, and the Determination raises both substantive and procedural due process concerns; and

(iv) the City failed to comply with the California Environmental Quality Act (CEQA).

("A. Fraijo Jr.'s letter to D. Crabtree regarding AEP's Request for Appeal of the Director's Determination and Noncompliance Notification dated February 6, 2025," **Exhibit 32**.)

55. On March 18, 2025, the City Planning Commission heard both AEP's appeal from the City Director's Determination and Noncompliance notification regarding the recycling/metal processing and truck trailer storage, as well as AEP's ZC/GPA Amendment request to change the zoning of 8530 Alameda Street from IF to M3 (heavy manufacturing) and remove subject property from the South Gate College District as shown in the community design element of the general plan.

56. On March 20, 2025, the City circulated City Planning Commission Resolution No. 2025-04 regarding the LNCU at the Subject Property, wherein the CPC's decision included:

(i) finding that "that the subject decision qualifies for a categorical exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15321, (Class 21) 'Enforcement Actions by Regulatory Agencies,' in that the City is enforcing its municipal code"; and

(ii) upholding the decision of the Director of Community Development, and finding that "the legal, nonconforming use for metal processing and/or recycling activities at a property located at 8530 Alameda Street have been abandoned and can no longer be conducted at the Subject Property, and that the use of the Subject Property for truck trailer storage ('track storage/terminal') as a use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated."

("J. Eckart's Email to AEP regarding Resolutions No. 2025-04 and 2025-05," **Exhibit 33**); *(See* **Exhibit 1** at 3) (*Resolution No. 2025-04 - A Resolution Of The Planning Commission Of The City Of South Gate, State Of California, Denying An Appeal And Upholding The Director Of Community Development's Determination And Noncompliance Notification Regarding Recycling/Metal Processing And Truck Trailer Storage At 8530 Alameda Street, And Determining The Action Is Exempt From The California Environmental Quality Act.*)

57. Also on March 20, 2025, the City circulated City Planning Commission Resolution No. 2025-05 regarding AEP's ZC/GPA Application, wherein the CPC's decision included the recommendation "that the City Council deny the request to change the zoning of a property located at 8530 Alameda Street from IF to M3 and remove the Subject Property from the South Gate College District as shown in the Community Design Element of the General Plan. (*See* **Exhibit 31**; **Exhibit 2** at 2) (*Resolution No. 2025-05 - A Resolution Of The Planning Commission Of The City Of South Gate, State Of California, Recommending To The City Council Denial Of A Request To Change The Zoning Of A Property At 8530 Alameda Street From If (Industrial Flex) To M3 (Heavy Manufacturing) And Remove The Subject Property From The South Gate College District As Shown In The Community Design Element Of The General Plan.*)

58. Consistent with the SGMC, AEP timely appealed: (i) CPC Resolution 2025-04 regarding the LNCU at the Subject Property; (ii) CPC Resolution 2025-05 regarding AEP's ZC/GPA Application; and (iii) the City's denial of a TUP extension for the Subject Property.

III. ARGUMENTS

By upholding the Director of Community Development's determination and noncompliance notification regarding AEP's recycling/metal processing and truck trailer storage at 8530 Alameda Street, the City acted in excess of its jurisdiction, prejudicially abused its discretion by failing to proceed in a manner required by law, and denied AEP a fair hearing, due process of law, and equal protection of the laws, in violation of the Fourteenth Amendment to the United States Constitution and Article I, section 7, of the California Constitution. The

City's decision was both procedurally and substantively prejudiced against AEP by a number of erroneous and incomplete factual and legal assertions leading to the City's decision to uphold the Director's determination that the LNCU for truck trailer and container storage at the Subject property had been abandoned. PC Res. 2025-04 would also result in an unconstitutional taking of AEP property and is in violation of the requirements of the California Environmental Quality Act ("CEQA"). Thus, the determinations of the Planning Commission and Director in PC Res. 2025-04 are in error, are not supported by reference to fact or applicable law, and should be reversed by the City Council.

A. The Director's Determination And PC Res. 2025-04 Failed To Follow Applicable Provisions Of The SGMC And Are Arbitrary And Capricious Violations Of Constitutional Requirements Of Substantive And Procedural Due Process

AEP's rights to substantive and procedural due process are protected by the California Constitution. *See* Article I, section 7, of the California Constitution. Such protections prohibit the City's adjudication of land use issues in a manner which is arbitrary, capricious, or discriminatory. *See Bottini v. City of San Diego* (2018) 27 Cal. App. 5th 281 (substantive due process violations require conduct that is unreasonable, arbitrary, or capricious, and must have a real and substantial relation to the object sought to be attained); *Hobbs v. City of Pacific Grove* (2022) 85 Cal. App. 5th 311 (substantive due process protects against arbitrary government action and requires a rational relationship to a legitimate governmental interest). If a City fails to proceed in a manner required by law, the City's actions taken pursuant to such are, by definition, arbitrary, capricious, and/or discriminatory, and must be overturned. *See Topanga Assn. for a Scenic Community v. County of Los Angeles* (1974) 11 Cal. 3d 506 (invalidated a city's zoning variance because the planning commission failed to provide sufficient data to justify its decision, and emphasizing the need for adherence to legal standards in land use adjudications). Such constitutional protections prohibit the disparate treatment of one parcel, where said parcel is restricted and given lesser rights than the surrounding parcels. *See Ross v. City of Yorba Linda* (1991) 1 Cal. App. 4th 954 (overturning city action where a small parcel was restricted and given fewer rights than surrounding properties, holding such zoning to be

unreasonable and oppressive).

1. The SGMC's Requirements

SGMC Chapter 11.55 addresses *Nonconforming Uses and Buildings.* SGMC § 11.55.020 (*Applicability*) provides that "[t]he provisions of this chapter shall apply to all nonconforming buildings **or uses, including outdoor activities such as product storage or parking**" (emphasis added). SGMC § 11.55.030 provides, in relevant part

> M. Phasing of Compliance. **Partial conversions of properties or buildings to bring them into better compliance with this title are permitted and encouraged**. This applies to nonconforming **outdoor activities such as product storage or parking. When a portion of a property, building, or use is converted to bring it into conformance in phases, the owner does not waive the right to maintain previously allowed uses of other parts of the building or property under the conditions established in this chapter** (emphasis added).
>
> O. Interpretation of Existing Uses. For the purposes of this chapter, **an existing use of any part of a building or property will be assumed to be an existing use throughout that building or property, including outdoor activities** (emphasis added).

SGMC § 11.55.040.D (*Discontinuation/Abandonment Of A Nonconforming Use Or Structure*) provides that abandonment of an industrial nonconforming use or structure occurs when the use is wholly discontinued or abandoned **for a continuous period of two calendar years**.

> …The determination of discontinuance (*i.e.*, abandonment) **shall be supported by evidence**, satisfactory to the director, **and shall** include the following:
>
> 1. The **apparent intent of the owner to discontinue use of the nonconforming structure** is apparent [*sic*], as determined by the director.
>
> 2. Where **furnishings, equipment and other personal property associated with the use are absent**, and where lawful occupancy and/or use of the structure has been discontinued for two calendar years. **Evidence of a discontinuation of a nonconforming use shall include but not be limited to: (i) the absence of an active business license; the absence of an active State Board of Equalization permit; (ii) the absence of active electricity, gas and water service accounts; and (iii) the absence of an active waste collection account.**
>
> 3. If the previously conforming use has been discontinued for the purpose of repair, remodeling, or aesthetic improvements, the maintenance of an active building permit and continuance of a business license shall constitute conclusive evidence

> that such use has not been abandoned during the period of repair, remodeling, or aesthetic improvements; provided, that the work is conducted diligently to completion.

See SGMC § 11.55.040.D (emphasis added).

In order to establish that a use has been "wholly discontinued or abandoned" for the requisite two-year period per SGMC § 11.55.040.D., the Director is required to make specific findings, supported by evidence in the determination. That evidence should demonstrate "both [1] an intent to abandon and [2] 'an overt act, or failure to act, which carries the implication the owner does not claim or retain any interest in the right to the nonconforming use.'" *See Pallco Enterprises, Inc. v. Beam* (2005) 132 Cal.App.4th 1482, 1498) (quoting *Hansen Brothers Enterprises, Inc. v. Board of Supervisors* (1996) 12 Cal.4th 533, 569). Here, the City violated AEP's rights to substantive and procedural due process *via* the City's arbitrary and capricious disregard for its own municipal code and the fact that the City's findings that AEP discontinued and abandoned its LNCU at the Subject Property are wholly unsubstantiated by the record before the City.

2. The SGMC does not permit the City to bifurcate different the LNCU into component parts in order to justify a finding of LNCU

It is undisputed that AEP's use of the Subject Property for truck trailers and container storage has continued since the early 1970's. *See* Section II.A., *supra*. This has been documented at length in letters and materials submitted to the City, including on April 27, 2023, May 2, 2023, May 16, 2023, and August 17, 2023. *See* Sections II.B - E., *supra*.

Relevant to the issues here and the determination whether that LNCU has been abandoned, there is no language in the entirety of the SGMC, including Chapter 11.55's requisites for *Nonconforming Uses and Buildings*, that would permit the City Director to bifurcate the LNCU into component parts in order to justify a finding of abandonment. In fact, the SGMC unequivocally requires protection for **all parts** of an LNCU. The LNCU requisites protect "all nonconforming buildings **or uses, including outdoor activities such as product storage or parking**." *See* SGMC §§ 11.55.020 (Applicability), 11.55.030.M (Phasing of

Compliance), 11.55.030.O (Interpretation of Existing Uses) (emphasis added). This is reiterated in SGMC § 11.55.030.M's specific assertion that "[w]hen a portion of a property, building, or use is converted to bring it into conformance in phases, **the owner does not waive the right to maintain previously allowed uses of other parts of the building or property**.... (emphasis added)" And further clarified by SGMC § 11.55.030.O's assertion that "**an existing use of any part of a building or property will be assumed to be an existing use throughout that building or property**, including outdoor activities (emphasis added)."

As applied to AEP here, SGMC § 11.55.030.M. is plain: **when phasing out a LNCU, AEP does not waive the right to maintain previously allowed uses of the property, including outdoor activities such as storage or parking**. Separating the component parts of the LNCU is plainly contrary to the SGMC and is wholly inappropriate here. Indeed, such an interpretation would be contrary to applicable legal precedent as courts have found that a nonconforming use is **"not restricted to the identical use that was in existence at the time of the enactment of the zoning ordinance but embraces any use substantially the same or similar**," and certainly a use that had been in place consistently for over 50 years. *See Endara v. City of Culver* City (1956) 140 Cal.App.2d 33, 38 (emphasis added) (court allowed a change in nonconforming use when the property was originally designed and intended for manufacturing purposes, the premises had been continuously used for such purposes, there was no enlargement of the space devoted to the use, and no abandonment of a nonconforming use because the present use was substantially the same as it had been before the adoption of the zoning ordinance). Further, after diligent search and based on publicly available information, AEP is aware of no other instances where the City found that an LNCU had been abandoned simply because one element of the LNCU had ceased.

The City's attempt to bifurcate the LNCU into component parts to justify abandonment here is *ultra vires*, inconsistent with the plain reading the SGMC, the known practices of the City, and relevant legal precedent, and should be rejected.

3. The two-year period cited by the City is inaccurate and does not support the determination of abandonment

As described in Section II.C. – E. *supra*, the City required AEP to apply for and then issued a TUP supporting the ongoing operations at the Subject Property, assuring AEP that such a TUP would be continued. The TUP extension was formally denied on January 12, 2023, timely appealed on January 26, 2023, heard by the CPC on May 2, 2023, timely appealed by the AEP on May 16, 2023, and the issue was stayed by the City pending determination of the LNCU at the Subject Property until present. *See* Section II ¶¶ 25 – 33.

As no determination regarding the LNCU has yet been made and the TUP extension stayed through present, **the two-year period whereby "the use is wholly discontinued or abandoned for a continuous period" under the SGMC has not yet begun**. As such, the SGMC's prerequisites for determining that the abandonment of a LNCU have not been satisfied.

Notably, the requisite two-year period of abandonment referenced by the City Director on January 12, 2023 is equally defective. There, the City Director errantly includes the time when the TUP issued by the City and purportedly supporting AEP's operations was in effect as part of the requisite two-year period of discontinuance. Thus, even taking the City's depiction of the requisite two-year period as relevant (which, as explained immediately above, it is not given the City's own administrative actions staying the determination), it is clear that the then City Director effectively attempted to manufacture the requisite showing of two-years of abandonment in the January 12, 2023 rejection of the LNCU and denial of the TUP extension.

For these reasons, the City has failed to satisfy SGMC § 11.55.040.D.'s required showing that the abandonment of the LNCU at the Subject Property has been wholly discontinued or abandoned for a continuous period of two calendar years and the decision of the Planning Commission should be reversed.

4. The City has failed to substantiate its determination of AEP's intent to abandon the LNCU and all evidence in the record before the City indicates the AEP neither intended nor did in fact abandon the LNCU

The City has failed to substantiate its determination of AEP's intent to abandon the LNCU and all evidence in the record before the City indicates the AEP neither intended nor did in fact abandon the LNCU at the Subject Property. The "abandonment of a nonconforming use involves **both [1] an intent to abandon and [2] 'an overt act, or failure to act, which carries the implication the owner does not claim or retain any interest in the right to the nonconforming use**.'" *Pallco Enterprises, Inc. v. Beam* (2005) 132 Cal.App.4th 1482, 1498, emphasis added (quoting *Hansen Brothers Enterprises, Inc. v. Board of Supervisors* (1996) 12 Cal.4th 533, 569.) The court further reasoned that "mere cessation of use alone is not enough, 'although the duration of nonuse may be a factor in determining whether the nonconforming use has been abandoned.'" *Id.*

Here however, there is no evidence suggesting either AEP's intent to abandon the LNCU or an action demonstrating that AEP no longer retained an interest in maintaining the LNCU. *See* Section II.B – F, *supra*. In fact, the evidence that AEP submitted to the City clearly shows the exact opposite: that AEP intended to continue the LNCU at the Subject Property. *See id.* Specifically, AEP communicated directly to City that it intended to continue current operations until a viable alternative use or development partner was identified.

Further, on April 27, 2023 and August 17, 2023, per the evidence described in SGMC § 11.55.040.D.2., AEP provided photographs, utility records, historic licenses, business ledgers and comparable documentation demonstrating that the truck trailers and containers remained at the Subject Property, that the facilities to coordinate their storage was still located on the Subject Property, and that utility service to the Subject Property is and had been at all times present in order to continue the LNCU. *See* Section II.D – E., supra. In addition, AEP provided private tours of the Subject Property to City staff and elected officials as part of its ongoing good faith efforts to reach an equitable resolution for the reasonable continuation of the LNCU.

Because there is no evidence before the City satisfying the SGMC's requisite showing

of neither AEP's intent nor action implying the intent to abandon the LNCU, the City Council should reverse the recommendation of the Planning Commission in PC Res. 2025-04

5. The City met none of its requisite evidentiary burdens under SGMC §11.55.040.D.2 in support of determination that AEP abandoned its LNCU

Before a use or any part of a use can be terminated for abandonment or discontinuation, the Director must make substantiated findings that the use is "wholly discontinued or abandoned for a continuous period of two calendar years" and evidence supporting such a determination "**shall** include" the absence of "furnishings, equipment and other personal property…," as well as:

> (i) the absence of an active business license; [(i-a)] the absence of an active State Board of Equalization permit; (ii) the absence of active electricity, gas and water service accounts; **and** (iii) the absence of an active waste collection account.

SGMC § 11.55.040.D (emphasis added).

The required findings of SGMC § 11.55.040.D.2 were not made and are not supported by the administrative record before the City here. *See* Section II ¶¶ 21 - 27 (Community Development Director's determination contains none of the required findings), 56 (PC Res. 2025-04 refers to Determination as basis for decision). Indeed, the record here once again demonstrates the opposite. On April 27, 2023 and August 17, 2023, per the evidence described in SGMC § 11.55.040.D.2., AEP provided photographs, utility records, historic licenses, business ledgers and comparable documentation demonstrating that the truck trailers and containers remained at the Subject Property, that the facilities to coordinate their storage was still located on the Subject Property, and that utility service to the Subject Property is and had been at all times present in order to continue the LNCU. *See* Section II.B – F., *supra*.

Because the required findings of SGMC § 11.55.040.D.2 were not made and are not supported by the record before the City here, the Director's decision and PC Res. 2025-04's approval of same is an arbitrary and capricious government action in violation of its own regulations, the broader protections of the California Constitution, and should be reversed by the City Council.

B. The City Violated AEP's Rights To Due Process And Deprived AEP Of A Fair And Impartial Adjudicatory Proceeding

Constitutional guarantees of due process of law govern the City's proceedings. *See Withrow v. Larkin* (1975) 421 U.S. 35, 46; *Morongo Band of Mission Indians v. State Water Resources Control Board* (2009) 45 Cal.4th 731,737. A violation of due process can be demonstrated by a showing of a situation, based on the totality of circumstances, "which experience teaches that the probability of actual bias on the part of the judge or decision-maker is too high to be constitutionally tolerable." *Withrow*, 421 U.S. at 47. The probability that a single decision maker is biased can be sufficient to warrant reversal of the adjudicatory decision. *See Woody's Group, Inc. v. City of Newport Beach* (2015) 233 Cal.App.4th 1012, 1021-1022. Unfortunately, and as generally described in Section II above, due process violations have pervaded the City's proceedings regarding AEP's LNCU.

1. The City has abused its regulatory processes, demanding the AEP to pursue land use entitlements and regulatory fixes that the City then would not support in good faith or had no intention of approving

It is understood that land use rights are serious and fundamental to our national identities. Our governing bodies, municipalities and courts have long understood this, and protections of land use rights are codified in our laws and regulations. The abandonment of property rights is protected against by serious safeguards, codified here by the SGMC and by the laws and constitution of California and the United States for the benefit of all citizens. These concerns are not trivial or an issue to be treated as casually as the City has done here to date. Noone should lose a grandfathered property right where, as here, the City has repeatedly induced AEP to jeopardize its established LNCU status in the time-consuming and costly pursuit of land use entitlements only to have the City then decide it would not support such entitlements in good faith, or never had any intention of approving those entitlements in the first place.

Section III.A. above describes in detail the ways in which the City has failed to adhere to the requirements of the SGMC. Equally appalling, however, is the fact that the City's review

and adjudication of this matter has otherwise proceeded in an unfair and prejudicial manner. The City's ever-shifting requests, lack of response, weaponized uncertainty and conflicting requests kept AEP responding to directionless City requests for years and induced AEP's reliance and reasonable belief that the City was working in good faith to rectify its error in requiring the TUP and developing a long-term solution to gradually transition the LNCU at the Subject Property as directed by the CPC on May 2, 2023. For example,

(i) The City has refused to clarify the permitted uses in the IF zone within the South Gate College District, leaving the Subject Property's future uncertain and AEP without the ability to plan for its gradual transition. *See* Section III.C.1, *infra*. Unless the AEP has certainty as to what the City will allow the Subject Property to become, efforts to transition the Subject Property will be forever frustrated for lack of direction.

(ii) After demanding AEP apply for and secure a TUP in support of its operations at the Subject Property, the City asserts it was issued in an error and that the City failed to follow its own SGMC procedures, inducing reliance on the part of the AEP. *See* Section II ¶¶ 21 - 23.[1]

(iii) After City representatives demanded AEP submit a ZC/GPA Application (a time-consuming and costly undertaking), the City did not respond, acknowledge its receipt or seriously undertake its consideration. *See* Section II ¶¶ 46 - 48.

(iv) After City representatives demanded AEP submit proposed terms for a DA phasing out the current use (again, a time-consuming and costly undertaking), the City did not respond, acknowledge its receipt or seriously undertake its consideration. *See* Section II ¶ 38.

Furthermore, the City's delays and failures to provide documentation in response to

[1] This, despite the fact that options to unambiguously preserve the legal status of AEP's LNCU were available. For example, SGMC § 11.55.030.J allows for "alterations or expansions of a nonconforming industrial structure or use are permitted subject to the approval of the director through an administrative permit application" subject to five standards. The City never cited this as an option AEP could pursue, insisting instead that AEP pursue the TUP. Indeed, had the process under SGMC 11.55.030.J been offered to AEP instead of the City's erroneous insistence on the TUP and inducement of AEP to rely on same, the alleged abandonment of the LNCU would not be at issue today.

AEP's inquiries frustrated AEP's responses to and defenses against the City's actions. For example, AEP requested specific documents relating to the City's misstatements made during a May 2, 2024 Planning Commission hearing. *See* Section II ¶¶ 34-35. Despite this request and several inquiries about the City's allegations regarding changes to the SGMC, it took the City several months to respond. Even then, with its untimely production of documents, the City was unable to provide the majority of the documents AEP requested, including previous iterations of the code and older business licenses clearly in the City's possession. Specifically, the Director's Determination cites a 1988 change to the SGMC that required a Conditional Use Permit. While this information was specifically requested May 17, 2024, it was never provided by the City. The City's lack of diligence in responding to AEP's PRA request frustrated AEP's ability to demonstrate the LNCU at the Subject Property, as well as AEP's ability to effectively respond to the City's misstatements during the May 2, 2024 Planning Commission.

As such, the City abused its regulatory processes, demanding the AEP to pursue land use entitlements and regulatory fixes that the City then would not support in good faith or had no intention of approving, as evidenced by its lack of response and/or support for AEP's efforts to negotiate in good faith.

2. The City allowed AEP insufficient time to respond to the arguments by the City Prosecutor at the March 18, 2025 Planning Commission Hearing

During the March 18, 2025 Planning Commission hearing on the appeal of the City Director's Determination, the City Planning Commission did not provide AEP with an adequate opportunity to be heard when it provided AEP with three (3) minutes of rebuttal to the City Prosecutor's thirty (30) minute arguments. This imbalance of time allotted did not allow AEP adequate opportunity to rebut arguments presented by the City Attorney prior to the Planning Commission's decision, and is procedural error here.

C. The City's Re-Zoning And Termination Of The LNCU For The Subject Property Are A *De Facto* Regulatory Taking

The City's 2015 Zone Change and General Plan Amendment changed the zoning on of

the Subject Property from "M3" (Heavy Manufacturing) to "IF" (Industrial Flex), within Subarea 1 of the South Gate College District – a sub-district created by the 2015 General Plan Amendment. *See* Section II ¶¶ 10 - 11. The zone change was not immediately applied to the Subject Property given the LNCU present, but the City's discretionary action approving PC Res. 2025-04 would change that. *See* Section II ¶ 56. Moreover, the consequences of the City's approval of PC Res. 2025-04 stretch beyond the jurisdictional bounds of the City, as that decision will effectively island AEP property located in LA County immediately north of and contiguous with the Subject Property. *See* Section III.C.2, *supra*. In either case, the City's approval of PC Res. 2025-04 will result in an unconstitutional regulatory taking of AEP property without compensation.

1. The application of the IF and South Gate College District Zones to the Subject Property severely curtail viable economic use of the Subject Property, resulting in an unconstitutional regulatory taking without just compensation

Once applied to the Subject Property, the IF zoning and South Gate College District overlay will severely, if not completely, limit viable future uses of the Subject Property due to the Property's location, surrounding industrial land uses, and unique characteristics.

As is, the IF zone allows only a small range of uses, such as research and development facilities, mixed-use and residential uses. *See* SGMC § 11.22.060.A. (Industrial Flex zone (IF) "should incorporate light industrial development, research and development (R&D) integrated with office, and local- and regional-serving commercial"). When the South Gate College District is also applied, the potentially applicable uses are even further constrained. *See* South Gate General Plan 2035, Community Design Element at 105-106. In that subdistrict, the only uses permitted are civic/institutional facilities, open space, office/research and development and light industrial uses. *See id.* ("Allowable Place Types" table). Unlike the IF zone, single retail uses are discouraged. *See id.* at P.10. The subdistrict further suggests any use that is not affiliated with a community college district is precluded. *See id.* ("The South Gate College District is proposed to become a diverse, dense and vibrant area that contains a wide array of facilities such as classrooms, a library, public meeting spaces, parks and plazas, cultural

facilities and a hub for emerging green technology firms. The City envisions that educational, cultural and recreational facilities will be open to and shared with the residents of South Gate.") This overlapping zoning severely, if not completely, empties the pool of future potential uses for and occupants of Subject Property. Even the City has steadfastly refused to give clear guidance as to what uses are permitted on the Subject Property, in an apparent admission of the lack of potentially viable uses and users.

Even if such a unique potential occupant of the Subject Property is found however, they are not likely to be interested in the Subject Property as it will remain, into any foreseeable future, surrounded by industrial uses on three sides, including metal fabrication facilities, automotive repair yards, train tracks, warehouses, and similar uses. As such, the Subject Property's transition to a use consistent with the IF and South Gate College District zoning will have no appreciable benefit to the regional welfare given the surrounding industrial land uses that would remain.

Thus, the City's approval of PC Res. 2025-04 and immediate application of the IF and South Gate College District zoning to the Subject Property will constitute an impermissible form of "spot zoning," effectively depriving AEP of all feasible use, as well as being arbitrary, capricious, and unreasonable as it will bears no reasonable relationship to the regional welfare given the immediately surrounding industrial land uses and zoning that remain permitted by the City. This constitutes an unconstitutional regulatory taking of AEP property without compensation.

2. PC Res. 2025-04 cuts off access to AEP property in LA County contiguous with the Subject Property, resulting in an unconstitutional regulatory taking without just compensation

If approved, PC Res. 2025-04 would also "island" AEP property located in LA County, immediately north of and contiguous with the Subject Property, and which remains zoned industrial. *See* SGMC § 11.22.060, Figure 11.22-3 (*Zoning Location Map for the Industrial Flex (IF) Zone*). That AEP property is in the shape of a triangle, currently surrounded by train tracks, other industrial properties over which AEP has no rights of ingress or egress to the north,

and the Subject Property to the south. If PC Res. 2025-04 is approved, the Subject Property will effectively become an incompatible land use, resulting in a lack of effective access, islanding that property, and nullifying that property's properly zoned use pursuant to the rules and laws of Los Angeles County. This too, would constitute an unconstitutional regulatory taking of AEP property without compensation.

D. The City Has Not Considered The Environmental Consequences Resulting From The Termination Of The Existing Land Use In Favor Of Alternative Land Uses Inconsistent With The Requirements Of CEQA

In issuing PC Res. 2025-04 and justifying its discretionary decision to uphold the City Director's Determination to remove the LNCU designation and apply the IF and South Gate College District zoning to the Subject Property, the Planning Commission asserted, in relevant part

> The Planning Commission hereby finds that **the subject decision qualifies for a categorical exemption** under the California Environmental Quality Act (CEQA) Guidelines Section 15321, (Class 21) 'Enforcement Actions by Regulatory Agencies,' in that the City is enforcing its municipal code.

PC Res. 2025-04 at 3.

In so finding, the City has failed to consider relevant exceptions to the Class 21 exemption described in Cal. Code Regs., title 14 ("CEQA Guidelines") § 15300.2 which would make this exemption inapplicable, including but not limited to potential cumulative impacts, unusual circumstances causing this decision to have a significant effect on the environment, and the fact that the project is located on a "Hazardous Waste Site" list compiled pursuant to CA. Gov't Code § 65962.5. At a minimum here, there is substantial evidence that the Hazardous Waste Sites exception to the Class 21 exemption applies, and thus the City cannot use the Class 21 categorical exemption from CEQA in support of its determination. *See* EnviroStor Database (Engle Northern Parcel, Rec. # 60000644, Firestone – Engle Southern Parcel, Rec # 70000165, last accessed April 5, 2025)); GeoTracker Database (Jack Engle Co (SL2049A1721, last accessed April 5, 2025)). The City's finding that its decision was exempt from CEQA *via* Class 21 is unsupported and flatly contradicted by substantial evidence in the administrative record.

Further, the environmental consequences of the City's discretionary action here are unpredictable and there is no evidence in the administrative record that reasonably foreseeable environmental impacts have been considered. For example, the forced application of zoning here will foster changes in land uses and new proposed construction and development on the site that will naturally have environmental impacts related to construction (*e.g.*, air quality, noise and vibration, traffic), regardless of the character of any new development. It is reasonably foreseeable that any such new development consistent with the IF zoning and South Gate College District Overlay will also have impacts related to land use and planning, traffic impacts (level of service impacts as well as impacts on the levels of service experienced by the surrounding communities), hazards and hazardous materials, and utilities and service systems.

The lack of applicable exemption requires the City to analyze the potential environmental impacts associated with its discretionary action here, disclose those impacts pursuant to the appropriate CEQA document (*e.g.*, negative declaration or environmental impact report), and then approve this decision supported by adequate findings based on substantial evidence in the administrative record. *See* CA. Pub. Res. Code §§ 21000, *et seq.*

E. The City Director's Determination Makes For Poor Public Policy And Is Inconsistent With The SGMC's "Encouraged" Phasing Out Of LNCU Prescribed In SGMC And GP

In addition to the legal deficiencies of the City Director's Determination as upheld by PC Res. 2025-04, the abrupt termination of the LNCU at the Subject Property is contrary to the "encouraged" gradual phasing out of legal nonconforming land uses in the SGMC and GP and makes for poor public policy.

SGMC § 11.55.030.M. (*Phasing of Compliance*) provides, in relevant part, that

> **Partial conversions of properties or buildings to bring them into better compliance with this title are permitted and encouraged**. This applies to nonconforming outdoor activities such as product storage or parking. When a portion of a property, building, or use is converted to bring it into conformance in phases, the owner does not waive the right to maintain previously allowed uses of other parts of the building or property under the conditions established in this chapter (emphasis added).

The SGMC § 11.22.060 (*Industrial Flex zone (IF)*) states in relevant part that "[t]he purpose of the industrial flex zone is to continue the industrial job base in the area, while allowing flexibility to incorporate a mix of uses and job options."

For its part, the South Gate General Plan 2035 states in relevant part that "[i]ndustrial and manufacturing uses should remain in the area but could be phased out as the college district expands." South Gate General Plan 2035, Community Design Element at 105-106 (South Gate College District, P.6); *see also id.* at 99 (Objective CD 8.4, P.3 ("Existing, non-conforming industrial uses should be phased out during the course of the General Plan"). The General Plan explains that this subdistrict was designed to be a redevelopment in partnership with local community college districts, only to be executed after the City prepared a Specific Plan or Precise Plan together with a community college partner. *See id.* at 106 (P.2). The purpose of this Specific Plan/Precise Plan was to identify viable alternative uses on the Property prior to phasing out the existing use. *See id.* at 106 (P.6). The City has had 10 years to initiate preliminary planning stages. *See id.* (current South Gate General Plan applicable until 2035). However, to date, the City has prepared no such plan.

As noted in Section II.C.1, the IF zone allows a small range of uses, which are then severely limited further by the South Gate College District designation. Given the development constraints place on the Subject Property by the IF zoning and the South Gate College District, the GP and SGMC policies encouraging the gradual phasing out of legal, nonconforming uses once viable alternatives make intuitive sense: vacant property is not in the interests of the City, its constituents, or the local businesses and community at large. As noted above, both the SGMC and the General Plan specifically allow and encourage the gradual phasing out of noncompatible existing uses as future uses become viable. *See id.* at 106 (P.6). The General Plan anticipates the phasing out of the existing uses consistent with the course of the current General Plan, which terminates in 2035. *See id.* (current South Gate General Plan applicable until 2035).

Here however, by refusing to negotiate a gradual and phased transition of the Subject

Property and inappropriately demanding the LNCU immediately cease, the City acts inconsistently with the SGMC and General Plan. Given the limited opportunities for development and/or new tenants consistent with both the General Plan and South Gate College District, if the City Council upholds the PC Res. 2025-04, the Subject Property will be left vacant, idle and unproductive, depriving the City of part of its tax base and resulting in an unconstitutional regulatory taking without just compensation. *See* discussion at Section III.C., *supra*. Such an outcome is unnecessary, would make for poor public policy, and should be reversed by the City Council.

IV. CONCLUSION

In conclusion, the determinations of the City Director and Planning Commission in PC Res. 2025-04 are in error and are not supported by reference to fact or applicable law. In making these decisions, the City violated AEP's rights to substantive and procedural due process via the City's arbitrary and capricious disregard for its own municipal code and the fact that the City's findings that AEP discontinued and abandoned its LNCU at the Subject Property are wholly unsubstantiated by the record before the City. Furthermore, the City's approval of PC Res. 2025-04 and immediate application of the IF and South Gate College District zoning to the Subject Property will constitute an unconstitutional regulatory taking of AEP property without compensation and are in violation of CEQA.

For the reasons set forth above, PC Res. 2025-04 should be reversed by the City Council and the CPC's determination that the LNCU has been abandoned should be denied and set aside.

Dated: April 8, 2025

SOMOS LAW GROUP

/s/ Ian M. Forrest

By:_____
Ian M. Forrest, Esq.
Attorneys for Appellant, Alameda Engle Properties, LLC

EXHIBIT 1

RESOLUTION NO. 2025-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DENYING AN APPEAL AND UPHOLDING THE DIRECTOR OF COMMUNITY DEVELOPMENT'S DETERMINATION AND NONCOMPLIANCE NOTIFICATION REGARDING RECYCLING/METAL PROCESSING AND TRUCK TRAILER STORAGE AT 8530 ALAMEDA STREET, AND DETERMINING THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on January 21, 2025, the Director of Community Development issued a Determination and Noncompliance Notification indicating that the legal, nonconforming use for a metal processing and/or recycling activities at a property located at 8530 Alameda Street ("Subject Property") has been abandoned/discontinued and can no longer be conducted, and that the use of the Subject Property for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated; and

WHEREAS, on February 6, 2025, Somos Law Group ("Somos"), on behalf of the property owner-appellant, Alameda Engle Properties, LLC ("AEP" represented by Jason Engle), timely submitted an appeal of the Director's Determination and Noncompliance Notification for the Subject Property. The Appellant requested to allow for the continued use of truck trailer and container storage facility at 8530 Alameda Street, a use which is prohibited at that location by the South Gate Municipal Code ("SGMC"); and

WHEREAS, the Appellant challenges the Director's Determination on the following grounds:

1. The Director's Determination is unsupported by the South Gate Municipal Code ("SGMC") in the following manners:
    a. The Director improperly differentiated ancillary from primary uses;
    b. The immediate termination of an existing use is inconsistent with the SGMC and the General Plan; and,
    c. The Director's Determination violates codified procedural requirements;
2. The City's management of the legal nonconforming use gives rise to substantive and procedural due process concerns;
3. Termination of the legal nonconforming use is a *de facto* regulatory taking; and,
4. The City's failure to comply with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing on this matter on February 27, 2025; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission conducted the public hearing on this matter on March 18, 2025.

WHEREAS, the Planning Commission, after conducting the public hearing and having considered all testimony and other evidence submitted in connection therewith, makes the following findings:

1. The Subject Property had been used by Alameda Engle Properties, LLC ("AEP") and/or Jack Engel & Company ("JECO") from approximately 1973 through March 2020 for recycling/metal processing activities. Although the main metal processing occurred within a building or structure located on the Subject Property, it also included the use of trucks to take metal to the Subject Property for processing, and to disburse the processed metal thereafter – which necessitated said trucks being parked and/or temporarily stored at the Subject Property for these uses.

2. In 1988, the City amended its Zoning Code, in part, to require a Conditional Use Permit for recycling facilities – thereby making the recycling/metal processing use at the Subject Property legal, nonconforming.

3. On or about April 28, 2015, the City Council adopted Ordinance 2323, which further amended the South Gate Zoning Code and changed the zoning designation of the Subject Property to Industrial Flex ("IF") Zone – thereby further making the recycling/metal processing use at the Subject Property legal, nonconforming.

4. In or around March 2020, the owner of the Subject Property, AEP, voluntarily demolished the structure that was used for the recycling/metal processing activities, and all other activities associated with the recycling/metal processing use ceased at that time.

5. In or around March 2020, Fleet Yards, Inc. ("Fleet") commenced utilizing the Subject Property for the storage of truck trailers and/or containers as a principal use not related to any recycling/metal processing activities.

6. In July 2020, Fleet was issued Temporary Use Permit TUP 2020-01 by the City authorizing the use of the Subject Property for "truck storage for a one-year period of time with possible extensions up to a maximum of five years from the date of approval." TUP 2020-01 expired on July 16, 2021 – without a request from Fleet to renew.

7. Notwithstanding an untimely request by Fleet to renew TUP 2020-01, South Gate Municipal Code Section 11.51.070(B)(4) sets the maximum duration of Temporary Use Permits to no more than three days in a row or ten working days in any calendar year.

8. Pursuant to SGMC 11.55.040(D), any industrial nonconforming use or structure that is wholly discontinued or abandoned for a continuous period of two calendar years loses its legal, nonconforming status, and all subsequent uses of the property shall conform to current provisions of the South Gate Zoning Code.

9. The Director sufficiently considered the factors set forth in SGMC 11.55.040(D) in the determination that the recycling/metal processing use at the Subject Property had been discontinued and/or abandoned for a continuous period of at least two calendar years,

and that any use of the Subject Property must adhere to the current Zoning Code.

10. Notwithstanding the Director's Determination, the Planning Commission has considered all factors set forth in SGMC 11.55.040(D) and all other evidence submitted in connection with this public hearing, and concurs that the recycling/metal processing use had been discontinued and/or abandoned for a continuous period of at least two calendar years, and that any use of the Subject Property must adhere to the current Zoning Code.

11. The Planning Commission concurs with the Director's Determination, and independently determines, that the current use of the Subject Property for truck trailer storage unrelated to recycling or metal processing activities is not a legal nonconforming use, and, therefore, is not subject to the provisions of SGMC Chapter 11.55 ("Nonconforming Uses and Buildings").

12. The current use of the Subject Property for the storage of trucks, truck-trailers, and/or storage containers is considered a "truck storage/terminal" as that term is defined by SGMC §11.60.230 to mean "indoor or outdoor site for freight, truck terminals, truck storage yards, or similar commercial facilities."

13. "Truck storage/terminal" use is not authorized or allowed by the SGMC on any land within the Industrial Flex (IF) zone, of which the Subject Property is a part.

14. The use of the Subject Property as a truck storage/terminal must immediately cease.

15. The Planning Commission rejects the Appellant's contentions that the Appellant's due process rights have been violated or that the termination of the right to continue a legal, nonconforming use that has been abandoned or discontinued constitutes an illegal regulatory taking.

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

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

SECTION 2. The Planning Commission hereby finds that the subject decision qualifies for a categorical exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15321, (Class 21) "Enforcement Actions by Regulatory Agencies," in that the City is enforcing its municipal code.

SECTION 3. The Planning Commission of the City of South Gate, pursuant to the facts noted above, does hereby uphold the decision of the Director of Community Development, and independently finds, that the legal, nonconforming use for metal processing and/or recycling activities at a property located at 8530 Alameda Street have been abandoned and can no longer be conducted at the Subject Property, and that the use of the Subject Property for truck trailer storage ("truck storage/terminal") as a use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.

This action was adopted by the following vote at the Planning Commission meeting of March 18, 2025.

AYES: Prieto, Ruiz, Ozaeta

NOES:

ABSENT: Laborin

APPROVED and ADOPTED this 18th of March 2025.

John F. Signo, AICP
Planning Manager

APPROVED:

Jimmy Ozaeta
Chairperson
City Planning Commission

AS13772.0860893 4932-9492-6885v1

EXHIBIT 2

RESOLUTION NO. 2025-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL DENIAL OF A REQUEST TO CHANGE THE ZONING OF A PROPERTY AT 8530 ALAMEDA STREET FROM IF (INDUSTRIAL FLEX) TO M3 (HEAVY MANUFACTURING) AND REMOVE THE SUBJECT PROPERTY FROM THE SOUTH GATE COLLEGE DISTRICT AS SHOWN IN THE COMMUNITY DESIGN ELEMENT OF THE GENERAL PLAN

WHEREAS, the applicant, Somos Law Group, on behalf of the property owner, Alameda Engle Properties, LLC (represented by Jason Engle), submitted an application for a Zone Change and General Plan Amendment for a property located at 8530 Alameda Street ("Subject Property"). The applicant requested a zone change and General Plan Amendment to change the zone from IF (Industrial Flex) to M3 (Heavy Manufacturing) and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing on this matter on February 27, 2025; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission conducted the public hearing on this matter on March 18, 2025.

WHEREAS, the Planning Commission made the following findings:

1. In 2015, the City rezoned the Subject Property from M3 to IF to accommodate future growth of East Los Angeles Community College (ELACC) within the South Gate College District as described in the Community Design Element of the City's General Plan. ELACC anticipates a largely expanded campus complex that would include adaptive reuse of nearby industrial facilities along Firestone Boulevard. Changing the zone to M3 would be contrary to the vision and policies of the General Plan.

2. The Subject Property is located in the northwestern corner of the City in the IF zone, and changing the zoning and removing the Subject Property from the South Gate College District as shown in the Community Design Element of the General Plan would constitute "spot zoning," which is contrary to the vision and policies of the General Plan.

3. The legal, nonconforming use of the Subject Property for metal processing and/or recycling activities – including the integral truck trailer storage component of those activities – has been determined to be abandoned and can no longer be conducted at the Subject Property unless otherwise in conformity to all current laws and regulations of the City (and applicable governmental agencies). The City desires a land use compatible with the purpose and intent of the IF zoning district.

4. The IF zoning district allows for certain residential uses to be developed, and changing the zoning to M3 would preclude potential new housing development, which is contrary to the City's Housing Element and the Statewide regional housing needs.

5. Changing the zoning district to M3 would preclude a number of recreational, educational, public assembly, parks, plazas, and open space uses from being developed on the Subject Property.

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

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

SECTION 2. The Planning Commission's recommendation to the City Council on amendments to the Zoning Map and General Plan is not subject to California Environmental Quality Act (CEQA) review because it is not an "approval" as defined in California Code of Regulations, Title 14, Section 15352, but rather a recommendation, and therefore does not commit the City to any definite course of action regarding the Zoning Code Amendment and General Plan. Furthermore, CEQA does not apply to projects which a public agency rejects or disapproves pursuant to Section 15270(a).

SECTION 3. The Planning Commission hereby recommends that the City Council deny the request to change the zoning of a property located at 8530 Alameda Street from IF to M3 and remove the Subject Property from the South Gate College District as shown in the Community Design Element of the General Plan.

This action was adopted by the following vote at the Planning Commission meeting of March 18, 2025.

AYES: Prieto, Ruiz, Ozaeta

NOES:

ABSENT: Laborin

APPROVED and ADOPTED this 18th of March, 2025.

John F. Signo, AICP
Planning Manager

APPROVED:

Jimmy Ozaeta
Chairperson
City Planning Commission

AS13772.0860893 4923-2538-6533v1

EXHIBIT 3

Zoning

LAND USE CONTROLS	
Zoning Code:	Industrial Flex (APN 6202-036-003) & M2 - Heavy Manufacturing (APN 6202-036-004)
Zoning Description:	These zonings provide for many industrial uses, among certain other uses.
Current Use Legally Conforming:	The subject is a pre-existing legal, non-conforming use. See comments.
Zoning Change Likely:	A zoning change is unlikely.

Comments:

APN 6202-036-003, which is located in the City of South Gate, is zoned Industrial Flex. According to a representative with the City of South Gate planning department, the subject's zoning was recently changed to this from M2. APN 6202-036-004, which is located in unincorporated Los Angeles County area, is zoned M2 – Heavy Manufacturing. The subject as a storage yard in the Industrial Flex zone of South Gate is reportedly now a pre-existing, legal, non-conforming use ("grandfathered" use), while the subject as a storage yard in the M2 – Heavy Manufacturing zone of unincorporated Los Angeles County appears to be a permitted use.

According to South Gate's online municipal code,

" 11.36.050 Removal of nonconforming buildings or structures.
If any nonconforming building is removed or destroyed, any new structures built on the land on which the nonconforming building was located shall conform to the provisions of this title. Destruction for this purpose is defined as damage to the extent of more than fifty (50%) percent of the replacement cost at the time of destruction. Where any nonconforming building or structure is damaged or partially destroyed by fire, explosion, other casualty or natural disaster, the same may be restored to the condition in which it existed immediately prior to the occurrence of such casualty. The restoration may not result in any greater degree of nonconformity than previously existed. The reconstruction shall meet all current requirements of the Uniform Building Code as adopted by the city of South Gate and shall be completed within one (1) year of the disaster.
(Ord. 1747 § 1 (part), 8-25-87)"

The subject property has adequate room to meet the current parking requirements from South Gate and Los Angeles County, respectively.

EXHIBIT 4

ZONING

LAND USE CONTROLS

Zoning Code:	Industrial Flex (APN 6202-036-003) & M2 - Heavy Manufacturing (APN 6202-036-004)
Zoning Description:	These zonings provide for many industrial uses, among certain other uses.
Current Use Legally Conforming:	The subject is a pre-existing legal, non-conforming use. See comments.
Zoning Change Likely:	A zoning change is unlikely.

Comments:
APN 6202-036-003, which is located in the City of South Gate, is zoned Industrial Flex. APN 6202-036-004, which is located in unincorporated Los Angeles County area, is zoned M2 – Heavy Manufacturing. The subject as a storage yard in the Industrial Flex zone of South Gate is reportedly now a pre-existing, legal, non-conforming use ("grandfathered" use), while the subject as a storage yard in the M2 – Heavy Manufacturing zone of unincorporated Los Angeles County appears to be a permitted use.

According to South Gate's online municipal code:

"11.36.050 **Removal of nonconforming buildings or structures.**
If any nonconforming building is removed or destroyed, any new structures built on the land on which the nonconforming building was located shall conform to the provisions of this title. Destruction for this purpose is defined as damage to the extent of more than fifty (50%) percent of the replacement cost at the time of destruction. Where any nonconforming building or structure is damaged or partially destroyed by fire, explosion, other casualty or natural disaster, the same may be restored to the condition in which it existed immediately prior to the occurrence of such casualty. The restoration may not result in any greater degree of nonconformity than previously existed. The reconstruction shall meet all current requirements of the Uniform Building Code as adopted by the city of South Gate and shall be completed within one (1) year of the disaster.(Ord. 1747 § 1 (part), 8-25-87)."

The subject property has adequate room to meet the current parking requirements from South Gate and Los Angeles County, respectively.

EXHIBIT 5

City of South Gate
8650 California Avenue
South Gate, Ca 90280
Phone: (323) 563-9526

Planning Division

July 16, 2020

Daniel Otting
Fleet Yards Inc.
893 West 16th Street
Newport Beach, CA 92663

[via email: dan@fleetyardsinc.com]

Re: Temporary Use Permit No. TUP2020-01 8530 Alameda Street (APN: 6202-036-003)

Dear Mr. Otting,

The City South Gate has received your temporary use permit application to permit the use of truck trailer storage for a one year period with possible one year extensions up to a maximum period of five years from the date of approval, at 8530 Alameda Street. The proposed project has been reviewed and it has been **approved subject to the following conditions:**

Conditions of Approval

1. The approved temporary use for the site of 8530 Alameda Street is restricted to truck trailer storage *only*. No other outdoor storage is permitted including truck storage. No other use is permitted without the written authorization from the City.
2. The temporary use is approved for a term of one year, set to expire on July 16, 2021. A new application must be submitted at least thirty **(30) days prior** to the expiration date if an extension is desired. Additional one-year extensions will be considered for approval for up to a maximum period of 5 years from the original approval date of July 16, 2020. Additional extensions will be determined based on compliance with said conditions and written verification from the property owner that he/she/they/ is/are in process of developing the land, selling the land and/or working with Los Angeles Community College or a developer on a housing development project.
3. Egress and ingress shall only be via Alameda Street as reflected in Attachment A. No truck or trailers traveling to or from the site shall be allowed to drive upon any South Gate streets other than Alameda Street.
4. Operations shall be limited to those described in Attachment B as to the number, size and height of truck trailers that will be stored on site.
5. Any violations of these conditions or City Laws could result in the revocation of this Temporary Use Permit No. TUP2020-01.
6. All conditions for a Temporary Use Permit No. TUP2020-01,shall be agreed to by the property owner in the form of a signed and notarized affidavit.

Joe Perez
Community Development Director
City of South Gate

Attachments: A. Site Plan
B. Operation Plan

Map should be updated to clarify the area covered by the permitted use permit (8530) and separately show the access point across 8440. The current map makes it appear as if the entire track is 8440, when the red shaded area also includes 8530.

ATTACHMENT A



Attachment B

ADDENDUM: Description of Operation

CITY OF SOUTH GATE

LAND USE ADMINISTRATIVE PERMIT APPLICATION
- TEMPORARY USE PERMIT

Property: 8440 S Alameda St., Los Angeles, CA 90001
APN: 6202-036-003

Need do change to the correct address and correct APN: 8530 Alameda Street

Applicant: Dan Otting
Mailing Address: 893 W 16th Street, Newport Beach, CA 92663
Phone: 949-246-6000

Description of Proposed Operation:

Summary:
Short- Term Truck Trailer Storage.

8530 Alameda Street

Detailed:
The property at 8440 S Alameda St. is approx. 9.7 acres (423,000 sq ft) in total, but 6.7 acres are a part of South Gate proper.

On the 3 acres in South Gate, approximately **125 trailers** will be parked for short- -term storage. Standard commercial trailers are either **40', 48', or 53' long** (usually 53'), **13'6" tall**, and **8' wide**. Please note that while we are proposing to use the entire property (9.7 acres) for storage, the 3 acres within South Gate proper will *only* be used for trailer storage, with no trucks being stored on that part of the yard.

The full yard will be active **24 hours a day, 7 days a week**, but most of the traffic (>90%) will be between the hours of **6:00 AM and 8:00 PM** each day.

For the entirety of the 9.7 acre property, we expect to see **up to 50-75 trucks and trailers** enter and exit the yard each business day.

6.7 acres

6.7 acres

EXHIBIT 6

From:	Efren Martinez
To:	Meredith Elguira; cjeffers@sogate.org; ghurtado@sogate.org; mdavila@sogate.org
Cc:	tommy@fleetyardsinc.com; dan@fleetyardsinc.com; jasonbengle@outlook.com; alamedaprop@outlook.com; Yalini Siva
Subject:	Re: 8530 Alameda Street Temporary Use Permit
Date:	Friday, December 23, 2022 4:43:57 PM
Attachments:	image003.png Untitled attachment 00049.htm 8530 Alameda TUP.pdf Untitled attachment 00052.htm TUP2020-01_Approval_8530 Alameda FINAL.pdf Untitled attachment 00055.htm Affidavit Use Permit.pdf Untitled attachment 00058.htm

City Manager and Councilmembers please see email below addressed to your Staff:

Meredith,

With all due respect, we disagree with you email.

We were completely blindsided by your email and letter that contained misleading and swayed information.

We have been working with your office and had several conference calls and email communication with you and your staff regarding you deliberately denying our current FIVE (5) years agreement with the City of South Gate. This agreement took place before you were employed with the City of South Gate. You took it upon yourself to open, review, judge and cancel our fully operational agreement with the City. During our calls you continuously informed us that you strongly disagreed with how and why this agreement was done with us in the first-place. I consistently informed you that you cannot just go back on our current agreement just because you personally did not agree, and you disagreed with us and brought up that you could because you had a loophole stating that we were late in filing a particular form earlier this year and per your loophole this violated our conditions. Earlier this year you denied our yearly submitted form that according to our agreement it must be submitted yearly, 30 days prior to the anniversary date of the agreement because it was late and you state that is the reason that you are revoking our entire legal agreement. You then came-up with other excuses for which we have been able to rebuttal and prove otherwise. You also refused to accept and understand that Covid has played a major role on all sorts of delays to include in government and the financial impacts towards our loans, leasing or selling the property or even getting a developer to fully develop the property which we have committed with the City of South Gate to be one of our options.

I personally requested to sit with you and your staff to further discuss our disagreements before going in any other direction and to see if we can answer any of your questions and/or concerns but due to your COVID policies we agree to meeting online and on conference calls. After our conference calls we sent you numerous documents and historical background with supporting documentation such as previous emails, draft agreements to and from the city staff that led up to our current five(5) year agreement with the city. After all of that information was provided to you, you stated that you would consider giving us a one (1) year extension, we disagreed and stated that we have a five(5) year agreement and that we cannot settle for one year. At our last conference call on October 5th, 2022 at 9am with the following individuals on the call: tommy@fleetyardsinc.com, melguira@sogate.org, ysiva@sogate.org, jasonbengle@outlook.com, dan@fleetyardsinc.com you informed us ALL and even stated that you wanted to make it very clear that you concluded that because you Disagreed with our current City Agreement, that the only thing you were going to do was to provide us with a one(1) year extension in order to provide us with enough time for us go thru YOUR process "the way it should have been done in the first place" according to your standards.

Upon the end of our conference call with you on October 5th, it was concluded that you were officially informing us that you were giving us one year to go thru your process and that we had the right to appeal your decision with the Planning Commission or the City Council. In conclusion that is why the email that you just sent on December 20, 2022 which states that you are giving us 10 days to Cease-ALL-Operations at our property literally during the holidays and exactly 11 days before the new year is completely contradicting to what you informed all parties on

October 5, 2022's conference call which was to provide us with an one(1) year extension.

We believe your actions and decisions are reckless and inconsistent with the City of South Gate motto and tradition of being Business Friendly and working/partnering with the business community for the betterment and wellbeing of its residents. Your decision will have catastrophic results to our livelihood and those of our vendors and employees which most live in the local area.

Due to us being targeted and discriminated by you, please consider this email as our official complaint and appeal of your decision. I am also respectfully requesting from you to help us set-up and coordinate a meeting with the City Manager and/or City Council to discuss and resolve this matter. In the meantime, I also respectfully request that "your request of us Stoping all operations at our property" be put on hold so that we may continue to operate until we have a final determination by the City Manager and City Council regarding our matter.

Thank you and hope to hear from City Manager and/or City Council in order to resolve matters.

Efren Martinez, Jr.
323-646-2405

On Dec 20, 2022, at 7:02 PM, Meredith Elguira <melguira@sogate.org> wrote:

Hello Efren,

We are following up on your request for extension of the Temporary Use Permit (TUP) issued in July 2020 for the subject property. We have not heard back from regarding your plans moving forward. Per our discussion, we are unable to grant your request for extension due to non-compliance with the conditions of approval and more importantly, TUPs are issued for temporary use only for a maximum time of 10 working days. Please see the attached letter for further clarification. Please do not hesitate to contact me if you have any questions, the best way to reach me is through email.

Best regards,

EXHIBIT 7

Planning Division
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9565
www.cityofsouthgate.org

December 20, 2022

Tommy Newcomer
Fleetyards, Inc.
tommy@fleetyardsinc.com; dan@fleetyardsinc.com; jasonbengle@outlook.com; alamedaprop@outlook.com; efrenm24@gmail.com

sent via email only

Subject: 8530 Alameda Street (APN: 6202-036-003)

Mr. Newcomer, et al.:

Based on previous discussions and emails regarding the overall usage of the subject property at 8530 Alameda Street located in the City of South Gate, the Planning Division is not able to further process a Temporary Use Permit (TUP) for the storage of trucks/containers at the subject property. Although previous Community Development Department staff provided an approval for a TUP to permit the use of truck trailer storage (TUP 2020-01), this approval was granted for one year only. This TUP also included conditions of approval, which have since not been complied with.

A business license, pursuant to South Gate Municipal Code (SGMC) Chapter 2.10, was never applied for and obtained by the subject business to store trucks and containers at the subject property. Condition of Approval No. 2, listed within the approval of TUP 2020-01, required that the applicant submit for a new application "at least thirty (30) days prior to the expiration date...". TUP 2020-01 was approved for one (1) year, thereby expiring on July 16, 2021. Planning staff received an email regarding a new TUP on July 11, 2022.

Pursuant to SGMC Section 11.51.070 (B)(4) Temporary Use Permits: "Limits on the maximum duration will be specified in the permit, and shall not exceed three days in a row, or ten working days in any calendar year." The approval for TUP 2020-01 was granted in error, as the above mandatory approval condition would not allow for a temporary use to be permitted for longer than ten working days.

Lastly, the previous land use that was permitted at the subject site can no longer be re-activated as the SGMC Section 11.55.040, regarding discontinuation of nonconforming uses, allows industrial uses to be continued only if a land use is continued within two consecutive calendar years. Due to non-compliance, the Planning Division is requiring that the property be maintained as a vacant property and all truck trailer storage is to be vacated. Please let me know if you have any questions, the best way to reach me is through email at melguira@sogate.org.

Sincerely,

Meredith T. Elguira
Community Development Director

Attachments: TUP 2020-01 Approval, dated July 16, 2020
Affidavit Use Permit

From:	Meredith Elguira
To:	tommy@fleetyardsinc.com; dan@fleetyardsinc.com; jasonbengle@outlook.com; alamedaprop@outlook.com; efrenm24@gmail.com
Cc:	Yalini Siva
Subject:	8530 Alameda Street Temporary Use Permit
Date:	Tuesday, December 20, 2022 7:03:37 PM
Attachments:	image003.png 8530 Alameda TUP.pdf TUP2020-01_Approval_8530 Alameda FINAL.pdf Affidavit Use Permit.pdf

Hello Efren,

We are following up on your request for extension of the Temporary Use Permit (TUP) issued in July 2020 for the subject property. We have not heard back from regarding your plans moving forward. Per our discussion, we are unable to grant your request for extension due to non-compliance with the conditions of approval and more importantly, TUPs are issued for temporary use only for a maximum time of 10 working days. Please see the attached letter for further clarification. Please do not hesitate to contact me if you have any questions, the best way to reach me is through email.

Best regards,

Meredith T. Elguira
Director of Community Development
City of South Gate | Community Development
8650 California Avenue, South Gate, CA 90280
P: (323) 563-9529
E: melguira@sogate.org
W: cityofsouthgate.org

EXHIBIT 8

Office of the City Manager
8650 California Avenue, South Gate, CA 90280
P: (323) 563-9503 F: (323) 569-2678
www.cityofsouthgate.org

CHRIS JEFFERS
CITY MANAGER

January 12, 2023

Mr. Daniel Otting, CEO
dan@fleetyardsinc.com
Mr. Efren Martinez
Efrenm24@gmail.com
Fleet Yards Inc.
893 West 16th Street
Newport Beach, California 92663

Re: City of South Gate's Denial of Request by Fleet Yards Inc. for Extension of Temporary Use Permit No. TUP 2020-01 for Truck-Trailer Storage at 8530 Alameda Street

Dear Messrs. Otting and Martinez,

We are in receipt of Mr. Martinez's December 23, 2022, e-mail addressed to the South Gate City Manager, the City's Director of Community Development ("Director"), and certain members of the City Council. We understand that Mr. Martinez's e-mail is intended as a notice to the City that Fleet Yards Inc. wishes to appeal the Director's denial of your request for an extension of the above-referenced Temporary Use Permit. Such appeals should be filed along with the appropriate fees required under the adopted fee schedule with the City Clerk pursuant to South Gate Municipal Code ("SGMC") § 11.50.040. Those appeals, including fees, according to the SGMC, are to be submitted within 10 working days of the decision notification. Given the holidays, I am extending that time period for the applicant to January 30, 2023, at 5:00 PM.

The fees to be paid are the Appeal fee ($2,364) and the Public Notice fee ($1,570) for a total of $3,934. In addition, there should be a written letter signed by the property owner or authorized officer/agent of the property owner requesting the appeal. In that appeal letter, the property owner should clearly state what they are appealing and provide any supporting documents they wish to submit for the Planning Commission to review as part of the appeal. If a written appeal letter and fees are submitted on or before January 30, 2023, you will be notified of the date, time and location of the appeal hearing before the Planning Commission, in accordance with SGMC §§ 11.50.020

and 11.50.030. Failure to submit the formal request and fees by the date specified will result in the Director's decision being finalized and in effect.

At the hearing, the Director will be recommending that the Planning Commission uphold the Director's decision to deny the renewal of the subject permit, for the following reasons:

1. The truck-trailer storage use that is the subject of the permit is not authorized or allowed by the SGMC on any land within the Industrial Flex (IF) zone of which the subject property is a part. Table 11.21-3 shows that outside storage of vehicles is not permitted in the IF zone.

2. The permit was originally issued in error and in violation of City ordinances. SGMC § 11.51.070.A states that temporary use permits are to be used for "short-term activities" which are of a "short-term nature". SGMC § 11.51.070.B.4 specifies that the maximum duration of a temporary use permit shall not exceed three days in a row, or ten working days in any calendar year. This means that when the former City official issued his July 16, 2020, letter purporting to approve a temporary use permit having an initial term of one year and four potential annual extensions thereafter, that approval was void because it was issued in violation of the limitations imposed by the SGMC. That official had no authority to issue the permit, and Fleet Yards Inc. had no right to rely on the permit.

I would note, that under an appeal of a land use entitlement, the burden is upon the applicant to show the decision by the Director to be not consistent with or is a wrong interpretation of the South Gate Municipal Code and thus, the reason why the Planning Commission should alter that decision. In this situation, the burden will be on the applicant to demonstrate:

1. That the South Gate Municipal Code 11.51.070 permits temporary uses longer than three days in a row or ten days in a given calendar year.

2. Within the Industrial Flex (IF) zone, SGMC Table 11.21.3 allows for the outside storage of vehicles/containers.

3. The former City official had authority to override the SGMC in his capacity as the Director.

Your appeal will be heard at a regularly scheduled meeting of the South Gate Planning Commission. As indicated above, you will be notified well in advance of the date, time and place of the hearing. At the hearing, you will be given an opportunity to present your case to the Planning Commissioners as to why they should overturn the Director's denial of your application to conduct a business that is not permitted within the Industrial Flex zone, along with the renewal of the temporary use permit erroneously issued.

If you have any questions about the appeal or this letter, please contact Ms. Yalini Siva, Senior Planner at ysiva@sogate.org or (323) 563-9526.

Sincerely,

Chris Jeffers
City Manager

Cc: Community Development Director
Craig Hardwick, Deputy City Attorney
Senior Planner

EXHIBIT 9

Alameda Engle Properties, LLC

2127 Century Woods Way
Los Angeles, CA 90067

Chris Jeffers
City Manager
8650 California Ave
South Gate, CA 90280

January 26, 2023

To the Attention of Chris Jeffers:

This letter shall serve as notice to the City of South Gate, that Alameda Engle Properties would like to appeal the "City of South Gate's Denial of Request by Fleet Yards Inc. for Extension of Temporary Use Permit No. TUP 2020-01 for Truck-Trailer Storage at 8530 Alameda Street." Accompanying this letter is a check for $3,934, which is comprised of $2,364 (Appeal Fee) and $1,570 (Public Notice Fee).

For over 50 years, the subject property has been Heavy Industrial and has been Truck Storage, Container/Trailer Storage, as well as a Metal Recycling Facility. Since the previous tenant (Jack Engle and Company) has vacated the property, it has remained in similar utilization (less the Truck Storage and Recycling operation). Upon the previous tenant departure, we inquired within the city of South Gate for a reduced utilization. Although we felt we didn't need to "check" with the city of South Gate, we did, as we have always maintained a good relationship, being on the property for over 50 years in Heavy Industrial. Since ownership of the property, no vehicle/container that moves in or out of the property does so through South Gate. All movements are through Los Angeles, as the exit/entrance on Alameda Street is a right turn only; heading away from the city of South Gate. Further to this, the property and its content are not visible from the street, as the property is surrounded by a 10-foot solid wall and then is offset further from Alameda Street due to the Alameda Corridor and ACTA owned land. Further to this, the current tenant has done community outreach events to build good repour with the community.

Upon bringing in a new tenant, we requested our item/situation to be brought before the City Council for a permanent solution to the matter but the Community Development Director, Joe Perez, chose to employ a TUP. This TUP had extensions that renewed yearly. The current tenant lease was based upon the Temporary Use Permit No. TUP2020-01 8530 Alameda Street (APN 6202-036-003). Why the Community Development Director chose a TUP with the noted conditions, was not our place, although we disagreed because we wanted the item brought to the City Council for approval. However, it was the permitting decision of the City. We are asking the City to continue with its signed contract, as many factors were put into motion based upon that document. Maybe the renewal should not be called a TUP, but it should reflect the 50+ years this property was Heavy Industrial and continue with the longtime usage of its past. Please see at the end of this letter the original document drawn-up to

denote all our points that are consistent and relevant for this appeal. Hence, there is nothing different then versus now.

It is clear thru current written and verbal communication that the City of South Gate wants to rectify a mistake and/or wrongdoing by its previous employee (Joe Perez, Community Development Director). The City is within its full right to do so, but ask that the City of South Gate take a more humble and welcoming approach and do everything possible within reason, to work with us rather than punish us for an action that the City officially took.

This current reversal of a previously signed City document feels like discrimination of the landowner and seems to favor the bigger name companies that make use of Heavy Industrial for the same practice. The City has no solutions, just reversal of a previous decision. A decision to which (right or wrong), was decided by the Community Development Director of the City of South Gate with signing authority. Once again, if the City of South Gate wants to rectify a mistake and/or wrong-doing by its previous employee (Joe Perez, Community Development Director), the City is within its full right to do so, but we ask that this is done in a collaborative way that is mutually beneficial and allows us to continue to use the property in the way it has been for over 50 years.

Currently, this same type of Container Storage is within the City of South Gate, and we are asking for no different treatment. This takes place at the following location:

JB Hunt MT Lot Ardine - 5 Acres
4500 Ardine St, South Gate, CA 90280



Denying the previously signed City document, the City is not allowing the property to be utilized. This is ignoring the Grandfathered status. Alameda Engle Properties has a desire to engage the City of South

Gate to further understand its vision of possible development(s) on the property for the betterment and prosperity of the City of South Gate and its residents. During the course of any such due diligence, research and planning, the property owner desires to continue to put the Company property to good economic use. Furthermore, the current hardship times of the Covid-19 pandemic and local and National Financial Crisis (foreseen recession) of which has no foreseen end date, Company requires a temporary financial solution for itself and to keep its property in good standing.

I look forward to being notified of the date, time, and location of the appeal hearing, as I still strongly believe that our item should be taken to the South Gate City Council for a more permanent solution to the matter using the original draft Agreement placed after this signature page.

All methods of communication can be as follows:

(First choice)
Email- alamedaprop@outlook.com
-Please cc jasonbengle@outlook.com in all emails to alamedaprop@outlook.com

(Second choice)
Mailing Address:
Attn: Alan Engle
2127 Century Woods Way
Los Angeles, CA 90067

Regards,

Jason Engle
Property Representative
jasonbengle@outlook.com

TEMPORARY USE AGREEMENT – CITY OF SOUTH GATE AND ALAMEDA ENGLE PROPERTIES, LLC

THIS CONSULTING AGREEMENT (this "Agreement") is made as of this 1st day of September, 2022 (the "Effective Date") between City of South Gate. herein referred to jointly as "CITY," and ALAMEDA ENGLE PROPERTIES, LLC a California limited liability company herein referred to as "Company."

WHEREAS, Company is located at and owns the property known as 8530 South Alameda Street, South Gate, CA 90280.

WHEREAS, Company through its affiliate Jack Engle & Company, Inc., a California corporation, has proudly been a part of the community at its current locations since 1963. Approximately 6.77 acres of the property of the Company is located in the City of South Gate and the remaining approximately 2.947 acres, known as 8440 South Alameda Street, is located in an unincorporated portion of the County of Los Angeles.

WHEREAS, for over 50 years, Company has continuously been operating as an Industrial Recycling Center (wholesale-not open to public), which operation includes: trucking (pickup and deliveries), processing of ferrous and non-ferrous materials (shredding, bailing, shearing, sorting, and picking), and includes container storage and container delivery.

WHEREAS, Company has owned its property and operated in the City so long that it has seen many zoning modifications throughout the years to include zoning modifications to its own and neighboring properties, which have resulted in, among other matters, making the property on which Company owns and operates its business a legal non-conforming (grandfathered-in) property.

WHEREAS, Company desires to work with and engage the City of South Gate to further understand its vision of possible development(s) to be developed on the Company property for the betterment and prosperity of the City of South Gate and its residents.

WHEREAS, Company has been exploring various ways to develop, or work with third parties to develop, the property for the betterment and prosperity of the City of South Gate and its residents.

WHEREAS, Company has determined that any such development will require extensive due diligence, research, planning, and approvals, all of which will require an adequate amount of time to complete.

WHEREAS, during the course of any such due diligence, research and planning, the Company desires to continue to put the Company property to good economic use.

WHEREAS, due to the current hardship times of the Covid-19 pandemic and local and National Financial Crisis of which has no foreseen end date, Company requires a temporary financial solution for itself and to keep its property in good standing.

WHEREAS, Fleet Yards, Inc., a Delaware corporation ("Fleet"), which operates a trailer storage company that distributes many essential products to third parties, desires to lease the Company's property, including the portion of the property located in the city of South Gate, for a term of five years for the temporary storage of trailers and containers, and the Company desires to lease its property to Fleet for a term of five years for such use.

WHEREAS, the City desires to cooperate with the efforts of the Company to lease the Company property as set forth above and in connection therewith to grant a temporary use for such use as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, the Parties agree as follows:

1. **Temporary use**. The City hereby confirms and approves the use of the Company property for the storage of trailers, containers and related legal uses and the lease by the Company of the Company property to third parties for such uses.

2. **Term**. The term of this agreement shall commence as of September 1, 2022 and continue until September 1, 2027.

3. **Restrictions**. No truck or trailer traveling to or from the Company property located in the City of South Gate shall be allowed to drive on any street located within the City of South Gate other than on Alameda Street, and all ingress and egress to the Company property located in the City of South Gate shall be from Alameda Street.

IN WITNESS WHEREOF, the Parties hereto have entered into this Temporary Use Agreement as of the day and year first above written.

Land Owner:
Alameda Engle Properties, LLC,
a California limited liability company

_____ _____
By: Alan Engle Date
Its: Principal

Contact Information:
Alameda Engle Properties, LLC,
a California limited liability company
c/o Mr. Alan Engle
2127 Century Woods Way
Los Angeles, California 90067
Tel: (323) 394-5326
Email: AlamedaProp@outlook.com

CITY:
City of South Gate
A Local Government Municipality

_____ _____
By: Chris Jeffers Date
Its: City Manager

Contact Information:
City of South Gate
8650 California Ave,
South Gate, CA 90280
Tel: 323-563-9503
Email: mflad@sogate.org

_____ _____
By: Raul Salina Date
Its: City Attorney

Contact Information:
City of South Gate
8650 California Ave,
South Gate, CA 90280
Tel: 323-563-9538

SOMOS
LAW GROUP

304 South Broadway, Suite 360
Los Angeles, CA 90013

April 27, 2023

VIA ELECTRONIC MAIL
City of South Gate
8650 California Ave
South Gate CA, 90280

Re: 8530 Alameda Street – Appeal of Director's Denial of TUP Extension

Dear Chairperson Delgado, and Honorable Members of the City Planning Commission,

Our firm represents Alameda Engle Properties, LLC ("AEP"), the owners of real property located at 8530 Alameda Street in City of South Gate ("City"), California (the "Property").

AEP historically operated a recycling facility on the Property, including storage of truck trailers, since the early 1970s. Fleet Yards, Inc. ("Fleet Yards") is the current tenant on the Property, and has been storing truck trailers on the Property since 2020. The truck trailer storage use has been continuous on the Property during the AEP operations and subsequent Fleet Yards operations. As a family-owned business and longstanding member of the South Gate community, AEP is dedicated to working alongside its neighbors, fellow stakeholders, and the City to amicably resolve the City's concerns regarding historic uses on the Property.

We are writing to clarify the scope and nature of the operations on the Property and respectfully request that:

a. The City acknowledge the existing legal nonconforming use; and
b. The City allow Fleet Yards to continue its truck trailer storage operations pursuant to that use; or
c. In the alternative, that the City honor its previous commitments regarding the TUP extensions in light of City staff's error in requiring the TUP.

1. Background

At the recommendation of Joe Perez, the Director of Community Development at the time, on July 16, 2020, Fleet Yards obtained a Temporary Use Permit ("TUP") for truck trailer use on the Property, subject to six conditions. The City made several commitments to AEP and to Fleet Yards during the discussions leading to the TUP, including that the TUP would be extended annually and that the City would consider additional extensions in the future. The purpose of the TUP was to allow the City to explore its priorities for development of education facilities at or around the Property. We understand that many of these projects have been substantially delayed because of setbacks caused by the COVID-19 Pandemic, changing real estate market conditions, declining attendance for in-person academic programs, and environmental conditions in the Property vicinity. On December 20, 2022, the current Community Development Director informed Fleet Yards that the City would no longer consider the TUP extension because of the City's misapplication of the South Gate Municipal Code ("SGMC") and because the conditions of approval have been violated. On January 26, 2023, AEP informed the City that they would be appealing the determination.[1]

2. Truck Trailer Storage is a Legal & Nonconforming Use at the Property

a. The City has Authority to Remedy the Previous Administration's Errant Requirements for a TUP.

The SGMC states that "nonconforming industrial uses may continue in use in any zone where they were legally established." SGMC § 11.55.030.E. AEP, and later, Fleet Yards have been operating a recycling facility, including truck trailer storage at the Property since the early 1970s. Fleet Yards obtained a TUP only at the City's direction and recommendations as a demonstration of their good faith efforts to comply with City policies and procedures. The original TUP and TUP extensions were not necessary because the truck trailer storage is an ongoing legal nonconforming use with over 50 years of history between the two operators on the Property. Fleet Yards agreed to the TUP only to demonstrate its willingness to work with the City regarding a shared vision for additional education facilities in South Gate. We understand that the zoning on the Property was only recently changed to "Industrial Flex."

We also understand that the City's did not issue certificates of occupancy regularly during the early 1970s when the operations started at the Property. However, we have attached the following documents that establish consistent storage of tractor trailers long before the zone change on the Property:

- A July 1, 2019, Business License to Jack Engle authorizing "outside storage" at 8530 Alameda Street since April 18, 1977;[2]

[1] Please note that the 2022 Rejection Letter failed to disclose the owner's appeal rights and the City's policies and procedures to file the appeal.
[2] See Exhibit A.

- Aerial Photos showing tractor trailers on the site dating back to 2012;[3]
- Documentation of Utility payments dating back to 2016;[4]
- A sewerage system connection fee invoice from the Los Angeles County Sanitation District dating back to 2007;
- An invoice from the South Coast Air Quality Management District for operations on the Property dating back to 2011.[5]

These documents demonstrate that the industrial operations on the Property, including truck trailer storage have been operating consistently for decades. For these reasons, we respectfully request that the City acknowledge that truck trailer storage is a legal nonconforming use on the Property.

b. The Legal Nonconforming Use has Not Been Abandoned or Discontinued, and the Right to Continue is Protected and Preserved Pursuant to the South Gate Municipal Code.

The SGMC states that a legal nonconforming industrial use is preserved so long as it is not abandoned or discontinued for two consecutive calendar years. SGMC § 11.55.040.B. In determining whether a legal nonconforming use has been abandoned, the Director is to evaluate (i) the apparent intent of the owner to discontinue, (ii) whether furnishings equipment, or personal property have been removed, (iii) whether the use has been discontinued for a period of two years, (iv) whether there is an active business license and State Board of Equalization permit, and (v) whether there are active utilities accounts, including electricity, gas, water, and waste collection. SGMC § 11.55.040.D.1-2.

The SGMC specifically preserves legal nonconforming uses during transfers of ownership or tenancy. SGMC § 11.55.040.E. Although there are limitations on expansion, the nonconforming use provisions of the SGMC protect all established legal nonconforming uses under the code, regardless of the scope of the use.[6] There is no language in the SGMC indicating that a portion of a legal nonconforming use is abandoned due to the scope of the use at the time it is established.[7] The South Gate General Plan's Community Design Element ("General Plan") specifically anticipates legal nonconforming uses in the South Gate College District given the existing surrounding industrial uses. The General Plan also specifically requires that "[i]ndustrial and manufacturing uses ***should*** remain in the area" until such time that the college district expands.[8] (emphasis added).

Here, between the two operations on the Property, truck trailer storage has been a continuous use at the Property since 1973 -- notwithstanding hardships caused by the

[3] See Exhibit E1-E-4.
[4] See Exhibit C.
[5] See Exhibit D.
[6] SGMC §§ 11.55.030; 11.55.040
[7] *Id.* at 11.55.040.
[8] *South Gate General Plan: Community Design Element*, Policy P.6, pg. 106.

COVID-19 Pandemic, and by the City's error in requiring a TUP. AEP consistently held business licenses for the entirety of their operations on the Property.[9] Similarly, Fleet Yards has held a business license with the City for business operations including outdoor storage transportation, freight and cargo at its primary South Gate address at 4223 Independence Avenue, South Gate, CA 90280, but was informed that it did not need one for the Property. Although the scope and nature of operations for AEP and Fleet Yards were different, neither party ceased the truck trailer storage operations, vacated the premises, or terminated utility service at the Property for the requisite two consecutive year abandonment period. Documentation of consistent utilities payments are attached in **Exhibit C**. Aerial Photographs dating back to 2012 demonstrate that truck trailer storage has been a continuous use at the Property without substantial interruption.[10] In addition, Fleet Yards' intent to continue the legal nonconforming truck trailer storage use has been communicated to the City on multiple occasions, including in connection with the subsequent TUP extension.[11]

Based solely on this, Director Meredith Elguira's December 20, 2022 ("2022 Rejection Letter") communication that the use had been abandoned is inconsistent with the documents in the record, the open and continuous communications with the City declaring the intent to continue operations. In addition, preserving the legal nonconforming use is consistent with the policies in the General Plan. Truck trailer storage is an existing use on the Property and should not be displaced pursuant to General Plan policies. In addition, the Property is surrounded by industrial uses, and adjacent educational institutions have substantially delayed development plans due to environmental conditions in the Property vicinity, financing considerations, changes in class attendance, real estate market considerations and the COVID-19 Pandemic – indicating that forced changes in use within the South Gate College District at this time is inconsistent with the needs of the community. For these reasons, we respectfully request that the City acknowledge the substantial evidence indicating consistent truck trailer storage at the Property, and preservation of this use as legal and nonconforming.

c. Fleet Yards has Maintained an Active Business License with the City of South Gate Since 2014, and Cannot Obtain an Auxiliary Permit Without the City's Cooperation.

The SGMC states that lapse of a business license is one of many factors the City considers in determining whether the legal nonconforming use has been abandoned. Here, AEP maintained a business license for the entirety of its operations on the Property.[12] Fleet Yards has similarly maintained a business license with the City since 2014. AEP and Fleet Yards have maintained a good faith effort to comply with all City

[9] See Exhibit A.
[10] See Exhibit E.
[11] See January 26, 2023 letter from AEP to Chris Jeffers re TUP Extension, attached hereto as Exhibit F; September 27, 2022 Correspondence between Efren Martinez and Director Meredith Elguira regarding the legal nonconforming use on the Property, attached hereto as Exhibit G.
[12] See Exhibit A.

licensing policies and procedures, in addition to permits from other state and local jurisdictions.[13] However, on December 20, 2022 the City claimed that the business license had lapsed without reference to the existing licenses for the Fleet Yards operations. We understand that the City's position is that Fleet Yards requires a supplemental or auxiliary business license for its operations on the Property. However, to obtain a business license, an applicant must first obtain zoning clearance from the South Gate Planning Department. Based on communications from City staff, including the 2022 Rejection Letter, we understand that the City will not issue a zoning clearance because of the current zoning on the Property, notwithstanding the legal nonconforming use. It is inequitable to claim that the use has been abandoned due to lack of an auxiliary business permit when City staff members have indicated that they would not issue the prerequisite zoning clearance for that auxiliary business permit. For these reasons, in consideration of all of the determinative factors for abandonment, there is substantial evidence that the legal nonconforming use on the Property, including storage of tractor trailers has not been abandoned or discontinued.

d. Fleet Yards has Substantially Complied with all of the TUP Conditions.

On December 20, 2022, Director Meredith Elguira alleged that the TUP could not be extended because the conditions of approval had been violated. However, Fleet Yards has substantially complied with the TUP conditions to the extent feasible. On July 16, 2020, the City approved the TUP subject to the following conditions:

1. That the approved use be restricted to truck trailer storage only;
2. That the temporary use is approved for a term of one year, and that additional one-year extensions must be applied for at least 30 days prior to the expiration date of the previous term, for a period of 5 years;
3. That ingress and egress shall be only via Alameda Street;
4. That the number, size and height of truck trailers do not exceed those attached to the original approval;
5. That violations of these conditions or City laws could result in revocation of the TUP; and
6. That the property owner agree to all conditions in the form of a signed affidavit.

As explained above, AEP and later, Fleet Yards have used the Property continuously for truck trailer storage since 1973. Fleet Yards has used the Property for truck trailer storage since obtaining the TUP in July, 2020. The size, number, and height of the truck trailers as authorized in the TUP has not changed. Consistent with the requirements of the TUP, ingress and egress is permitted only on Alameda Street. Although the application for the TUP extension was missed in 2021 due to complications from the COVID-19 Pandemic, both AEP and Fleet Yards have been in consistent communication with the City regarding the nonconforming use on the Property. The owner's signed affidavit is attached as **Exhibit H**. The remaining condition cites

[13] *Id.*

violations of "City laws". As noted above, the City's cooperation is required to obtain an auxiliary business permit to supplement the active business license. For these reasons, we respectfully request that the City acknowledge that each of these conditions have been met to the extent possible.

3. Terminating the Legal Nonconforming Use Violates the Doctrine of Equitable Estoppel

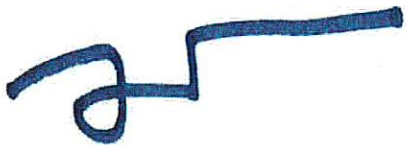
The Doctrine of Equitable Estoppel was designed to promote fair and equitable business transactions. The doctrine is based on the principle that a party who has made a promise should be held accountable for it where reliance on the agreement was reasonable, and enforcement of the agreement is necessary to avoid injustice. *Drennan v. Star Paving Co.* (1958) 51 Cal.2d 409, 412-413; *Garcia v. World Sav. & Loan Assn.* (2010) 183 Cal.App.4th 1031,1037. Here, Fleet Yards only agreed to the TUP as a demonstration of good faith and willingness to work with the City regarding its vision for the community. Based on communications from City staff on July 8, 2020, in addition to the plain language of the TUP, the City was to consider additional extensions of the TUP in addition to the initial five-year term. In addition, both AEP and Fleet Yards agreed to the TUP as a measure of good faith and willingness to work with the City. It is inequitable for the City to renege on this agreement. AEP forwent multiple lucrative opportunities to sell the Property in reliance on the City's communications and the reasonable expectation that the City's permits, licenses, and representations are consistent notwithstanding changes in staff, changes in departmental priorities, and unilateral changes to the zoning code. If the City does not honor its prior commitments, both AEP and Fleet Yards will suffer substantial financial harm. In addition, this inconsistency in City policies discourages investment in our community and is a substantial deviation from the City's treatment of similarly situated legacy businesses.

4. Conclusion

For the reasons stated above, the equitable path forward is to acknowledge truck trailer storage on the Property as a preserved, legal nonconforming use in light of the substantial evidence supporting this finding, and the requirements of the General Plan. In the alternative, we respectfully request that the City reverse the Director's denial of the TUP extension. We understand that the City's position is that the TUP was issued in error. However, where, as here, immediately terminating the TUP causes substantial harm to the community, and there is substantial evidence supporting that the use is legal and nonconforming, we urge you to use this opportunity to make it right. As a further demonstration of good faith and willingness to work together, we respectfully request the City share any documentation indicating that the truck trailer storage is not authorized pursuant to the legacy operations on the Property, and procedures for obtaining a business permit zoning clearance where, as here, the use is legal nonconforming.

Please contact my office if you have any questions.

Sincerely,



Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

EXHIBIT 11

Office of the
South Gate City Clerk
MAY 16 2023
FILED

SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

May 16, 2023

VIA ELECTRONIC MAIL

Maria del Pilar Avalos
Mayor, City of South Gate
8650 California Avenue
South Gate, CA 90280
Email:planninginfo@sogate.org

Re: 8530 Alameda Street – Appeal of CPC's Denial of TUP Extension

Dear Mayor del Pilar Avalos, and Honorable Members of City Council,

Our firm represents Alameda Engle Properties, LLC ("AEP"), the owners of real property located at 8530 Alameda Street in City of South Gate ("City"), California (the "Property"). AEP operated a recycling facility on the Property, including storage of truck trailers/containers, since the early 1970s. Fleet Yards, Inc. ("Fleet Yards") is the current tenant on the Property, and has been storing truck trailers/containers on the Property since 2020 pursuant to a Temporary Use Permit ("TUP") at the recommendation and requirement of the City's previous Director of Community Development. On December 20, 2023, the Current Director of Community Development denied the extension on the grounds that the City erred in issuing the TUP, and alleging that the legal nonconforming use had been abandoned. On January 26, 2023, AEP submitted a letter appealing the Director's decision to the South Gate City Planning Commission ("CPC").

Our firm sent a supplemental letter explaining justification for the appeal on April 27, 2023, ("Supplemental Letter") attached hereto as Exhibit A. On April 27, 2023 City Attorney, Craig Hardwick, kindly notified us that the legal nonconforming use issue is not related to the TUP extension. However, the current Director of Community Development alleged that the legal nonconforming use had been abandoned in her December 20, 2023 correspondence denying the TUP extension. Thus, the scope of the legal nonconforming use is at the center of this appeal ("Appeal"). On May 2, 2023, in a close, 3-2 decision, CPC denied the appeal of the Director's denial of the TUP

extension on the grounds that the TUP was issued in error.[1] The CPC did not make a determination on truck trailer/container storage as a legal nonconforming use at the Property. Immediately after the CPC hearing our office conferred regarding the path forward for the legal nonconforming use. Since the appeal hearing, we have been working with the City Attorney and the City Manager to reach a resolution.

In the interim, we are writing to appeal to CPC's denial of the TUP extensio. With regard to the Appeal, we respectfully request that City Council:

a. Acknowledge the existing legal nonconforming use, given the consistent truck trailer storage on the property since 1973; and
b. Allow Fleet Yards to continue its truck trailer/container storage operations pursuant to that use; or
c. In the alternative, postpone the City Council hearing on the appeal until we have had an opportunity to resolve the legal nonconforming use issue with the City Manager and City Attorney, which would moot the need for further appeal.

Justification for these requests is well-documented, as explained in the Supplemental Letter, the supporting exhibits to the Supplemental Letter, and in the appellants' presentation materials dated May 2, 2023. We are working with the City to obtain copies of additional supporting materials, and reserve the right to submit additional justification prior to the City Council hearing.

Please contact my office if you have any questions.

Sincerely,

Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

[1] A copy of appellants' presentation materials during the May 2, 2023 CPC hearing are attached as Exhibit B.

cc:
Yalini Silva
Meredith Elguira
Vice Mayor Gil Hurtado
Councilmember Maria Davila
Councilmember Al Rios
Councilmember Joshua Barron
Raquel Larios

EXHIBIT A

SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

April 27, 2023

VIA ELECTRONIC MAIL
City of South Gate
8650 California Ave
South Gate CA, 90280

Re: 8530 Alameda Street – Appeal of Director's Denial of TUP Extension

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We are writing to clarify the scope and nature of the operations on the Property and respectfully request that:

a. The City acknowledge the existing legal nonconforming use; and
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c. In the alternative, that the City honor its previous commitments regarding the TUP extensions in light of City staff's error in requiring the TUP.

1. Background

At the recommendation of Joe Perez, the Director of Community Development at the time, on July 16, 2020, Fleet Yards obtained a Temporary Use Permit ("TUP") for truck trailer use on the Property, subject to six conditions. The City made several commitments to AEP and to Fleet Yards during the discussions leading to the TUP, including that the TUP would be extended annually and that the City would consider additional extensions in the future. The purpose of the TUP was to allow the City to explore its priorities for development of education facilities at or around the Property. We understand that many of these projects have been substantially delayed because of setbacks caused by the COVID-19 Pandemic, changing real estate market conditions, declining attendance for in-person academic programs, and environmental conditions in the Property vicinity. On December 20, 2022, the current Community Development Director informed Fleet Yards that the City would no longer consider the TUP extension because of the City's misapplication of the South Gate Municipal Code ("SGMC") and because the conditions of approval have been violated. On January 26, 2023, AEP informed the City that they would be appealing the determination.[1]

2. Truck Trailer Storage is a Legal & Nonconforming Use at the Property

a. The City has Authority to Remedy the Previous Administration's Errant Requirements for a TUP.

The SGMC states that "nonconforming industrial uses may continue in use in any zone where they were legally established." SGMC § 11.55.030.E. AEP, and later, Fleet Yards have been operating a recycling facility, including truck trailer storage at the Property since the early 1970s. Fleet Yards obtained a TUP only at the City's direction and recommendations as a demonstration of their good faith efforts to comply with City policies and procedures. The original TUP and TUP extensions were not necessary because the truck trailer storage is an ongoing legal nonconforming use with over 50 years of history between the two operators on the Property. Fleet Yards agreed to the TUP only to demonstrate its willingness to work with the City regarding a shared vision for additional education facilities in South Gate. We understand that the zoning on the Property was only recently changed to "Industrial Flex."

We also understand that the City's did not issue certificates of occupancy regularly during the early 1970s when the operations started at the Property. However, we have attached the following documents that establish consistent storage of tractor trailers long before the zone change on the Property:

- A July 1, 2019, Business License to Jack Engle authorizing "outside storage" at 8530 Alameda Street since April 18, 1977;[2]

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These documents demonstrate that the industrial operations on the Property, including truck trailer storage have been operating consistently for decades. For these reasons, we respectfully request that the City acknowledge that truck trailer storage is a legal nonconforming use on the Property.

b. The Legal Nonconforming Use has Not Been Abandoned or Discontinued, and the Right to Continue is Protected and Preserved Pursuant to the South Gate Municipal Code.

The SGMC states that a legal nonconforming industrial use is preserved so long as it is not abandoned or discontinued for two consecutive calendar years. SGMC § 11.55.040.B. In determining whether a legal nonconforming use has been abandoned, the Director is to evaluate (i) the apparent intent of the owner to discontinue, (ii) whether furnishings equipment, or personal property have been removed, (iii) whether the use has been discontinued for a period of two years, (iv) whether there is an active business license and State Board of Equalization permit, and (v) whether there are active utilities accounts, including electricity, gas, water, and waste collection. SGMC § 11.55.040.D.1-2.

The SGMC specifically preserves legal nonconforming uses during transfers of ownership or tenancy. SGMC § 11.55.040.E. Although there are limitations on expansion, the nonconforming use provisions of the SGMC protect all established legal nonconforming uses under the code, regardless of the scope of the use.[6] There is no language in the SGMC indicating that a portion of a legal nonconforming use is abandoned due to the scope of the use at the time it is established.[7] The South Gate General Plan's Community Design Element ("General Plan") specifically anticipates legal nonconforming uses in the South Gate College District given the existing surrounding industrial uses. The General Plan also specifically requires that "[i]ndustrial and manufacturing uses ***should*** remain in the area" until such time that the college district expands.[8] (emphasis added).

Here, between the two operations on the Property, truck trailer storage has been a continuous use at the Property since 1973 -- notwithstanding hardships caused by the

[3] See Exhibit E1-E-4.
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[7] *Id.* at 11.55.040.
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COVID-19 Pandemic, and by the City's error in requiring a TUP. AEP consistently held business licenses for the entirety of their operations on the Property.[9] Similarly, Fleet Yards has held a business license with the City for business operations including outdoor storage transportation, freight and cargo at its primary South Gate address at 4223 Independence Avenue, South Gate, CA 90280, but was informed that it did not need one for the Property. Although the scope and nature of operations for AEP and Fleet Yards were different, neither party ceased the truck trailer storage operations, vacated the premises, or terminated utility service at the Property for the requisite two consecutive year abandonment period. Documentation of consistent utilities payments are attached in **Exhibit C**. Aerial Photographs dating back to 2012 demonstrate that truck trailer storage has been a continuous use at the Property without substantial interruption.[10] In addition, Fleet Yards' intent to continue the legal nonconforming truck trailer storage use has been communicated to the City on multiple occasions, including in connection with the subsequent TUP extension.[11]

Based solely on this, Director Meredith Elguira's December 20, 2022 ("2022 Rejection Letter") communication that the use had been abandoned is inconsistent with the documents in the record, the open and continuous communications with the City declaring the intent to continue operations. In addition, preserving the legal nonconforming use is consistent with the policies in the General Plan. Truck trailer storage is an existing use on the Property and should not be displaced pursuant to General Plan policies. In addition, the Property is surrounded by industrial uses, and adjacent educational institutions have substantially delayed development plans due to environmental conditions in the Property vicinity, financing considerations, changes in class attendance, real estate market considerations and the COVID-19 Pandemic – indicating that forced changes in use within the South Gate College District at this time is inconsistent with the needs of the community. For these reasons, we respectfully request that the City acknowledge the substantial evidence indicating consistent truck trailer storage at the Property, and preservation of this use as legal and nonconforming.

c. Fleet Yards has Maintained an Active Business License with the City of South Gate Since 2014, and Cannot Obtain an Auxiliary Permit Without the City's Cooperation.

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[11] See January 26, 2023 letter from AEP to Chris Jeffers re TUP Extension, attached hereto as Exhibit F; September 27, 2022 Correspondence between Efren Martinez and Director Meredith Elguira regarding the legal nonconforming use on the Property, attached hereto as Exhibit G.
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licensing policies and procedures, in addition to permits from other state and local jurisdictions.[13] However, on December 20, 2022 the City claimed that the business license had lapsed without reference to the existing licenses for the Fleet Yards operations. We understand that the City's position is that Fleet Yards requires a supplemental or auxiliary business license for its operations on the Property. However, to obtain a business license, an applicant must first obtain zoning clearance from the South Gate Planning Department. Based on communications from City staff, including the 2022 Rejection Letter, we understand that the City will not issue a zoning clearance because of the current zoning on the Property, notwithstanding the legal nonconforming use. It is inequitable to claim that the use has been abandoned due to lack of an auxiliary business permit when City staff members have indicated that they would not issue the prerequisite zoning clearance for that auxiliary business permit. For these reasons, in consideration of all of the determinative factors for abandonment, there is substantial evidence that the legal nonconforming use on the Property, including storage of tractor trailers has not been abandoned or discontinued.

d. Fleet Yards has Substantially Complied with all of the TUP Conditions.

On December 20, 2022, Director Meredith Elguira alleged that the TUP could not be extended because the conditions of approval had been violated. However, Fleet Yards has substantially complied with the TUP conditions to the extent feasible. On July 16, 2020, the City approved the TUP subject to the following conditions:

1. That the approved use be restricted to truck trailer storage only;
2. That the temporary use is approved for a term of one year, and that additional one-year extensions must be applied for at least 30 days prior to the expiration date of the previous term, for a period of 5 years;
3. That ingress and egress shall be only via Alameda Street;
4. That the number, size and height of truck trailers do not exceed those attached to the original approval;
5. That violations of these conditions or City laws could result in revocation of the TUP; and
6. That the property owner agree to all conditions in the form of a signed affidavit.

As explained above, AEP and later, Fleet Yards have used the Property continuously for truck trailer storage since 1973. Fleet Yards has used the Property for truck trailer storage since obtaining the TUP in July, 2020. The size, number, and height of the truck trailers as authorized in the TUP has not changed. Consistent with the requirements of the TUP, ingress and egress is permitted only on Alameda Street. Although the application for the TUP extension was missed in 2021 due to complications from the COVID-19 Pandemic, both AEP and Fleet Yards have been in consistent communication with the City regarding the nonconforming use on the Property. The owner's signed affidavit is attached as **Exhibit H**. The remaining condition cites

[13] *Id.*

violations of "City laws". As noted above, the City's cooperation is required to obtain an auxiliary business permit to supplement the active business license. For these reasons, we respectfully request that the City acknowledge that each of these conditions have been met to the extent possible.

3. Terminating the Legal Nonconforming Use Violates the Doctrine of Equitable Estoppel

The Doctrine of Equitable Estoppel was designed to promote fair and equitable business transactions. The doctrine is based on the principle that a party who has made a promise should be held accountable for it where reliance on the agreement was reasonable, and enforcement of the agreement is necessary to avoid injustice. *Drennan v. Star Paving Co.* (1958) 51 Cal.2d 409, 412-413; *Garcia v. World Sav. & Loan Assn.* (2010) 183 Cal.App.4th 1031,1037. Here, Fleet Yards only agreed to the TUP as a demonstration of good faith and willingness to work with the City regarding its vision for the community. Based on communications from City staff on July 8, 2020, in addition to the plain language of the TUP, the City was to consider additional extensions of the TUP in addition to the initial five-year term. In addition, both AEP and Fleet Yards agreed to the TUP as a measure of good faith and willingness to work with the City. It is inequitable for the City to renege on this agreement. AEP forwent multiple lucrative opportunities to sell the Property in reliance on the City's communications and the reasonable expectation that the City's permits, licenses, and representations are consistent notwithstanding changes in staff, changes in departmental priorities, and unilateral changes to the zoning code. If the City does not honor its prior commitments, both AEP and Fleet Yards will suffer substantial financial harm. In addition, this inconsistency in City policies discourages investment in our community and is a substantial deviation from the City's treatment of similarly situated legacy businesses.

4. Conclusion

For the reasons stated above, the equitable path forward is to acknowledge truck trailer storage on the Property as a preserved, legal nonconforming use in light of the substantial evidence supporting this finding, and the requirements of the General Plan. In the alternative, we respectfully request that the City reverse the Director's denial of the TUP extension. We understand that the City's position is that the TUP was issued in error. However, where, as here, immediately terminating the TUP causes substantial harm to the community, and there is substantial evidence supporting that the use is legal and nonconforming, we urge you to use this opportunity to make it right. As a further demonstration of good faith and willingness to work together, we respectfully request the City share any documentation indicating that the truck trailer storage is not authorized pursuant to the legacy operations on the Property, and procedures for obtaining a business permit zoning clearance where, as here, the use is legal nonconforming.

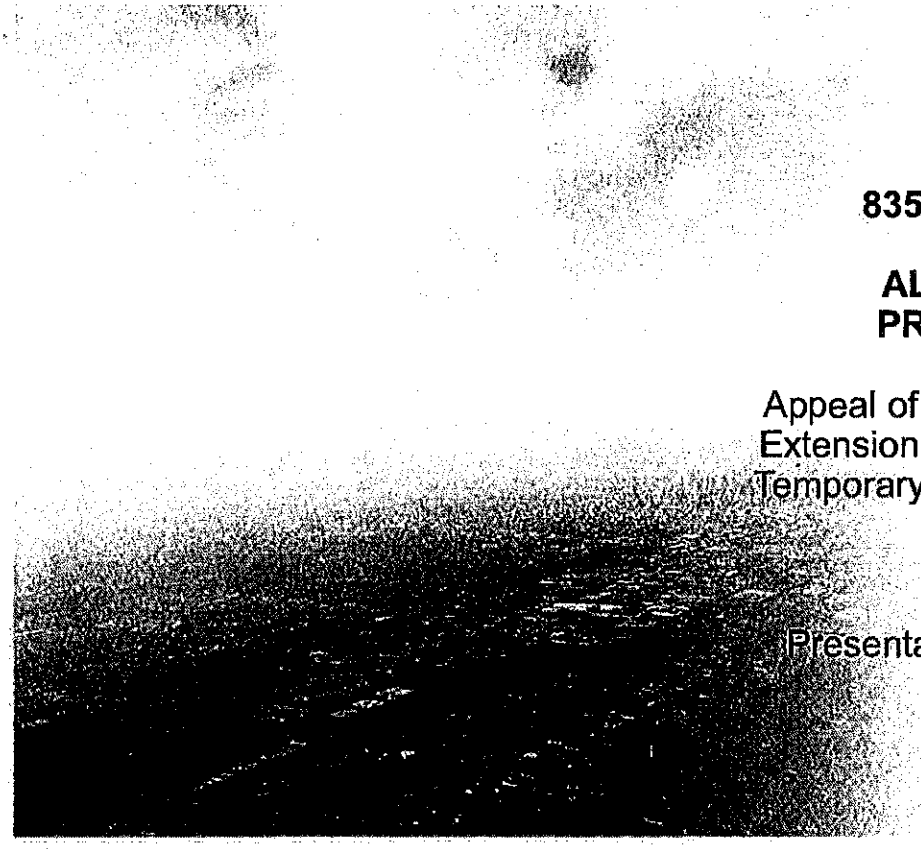
Please contact my office if you have any questions.

Sincerely,



Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

EXHIBIT B



8350 Alameda Street

ALAMEDA ENGLE PROPERTIES, LLC

Appeal of Director's Denial of TUP Extension for Truck Trailer Storage Temporary Use Permit No. 2020-01

May 2, 2023
Presentation by Alfred Fraijo Jr.

SOMOS

8530 Alameda Street



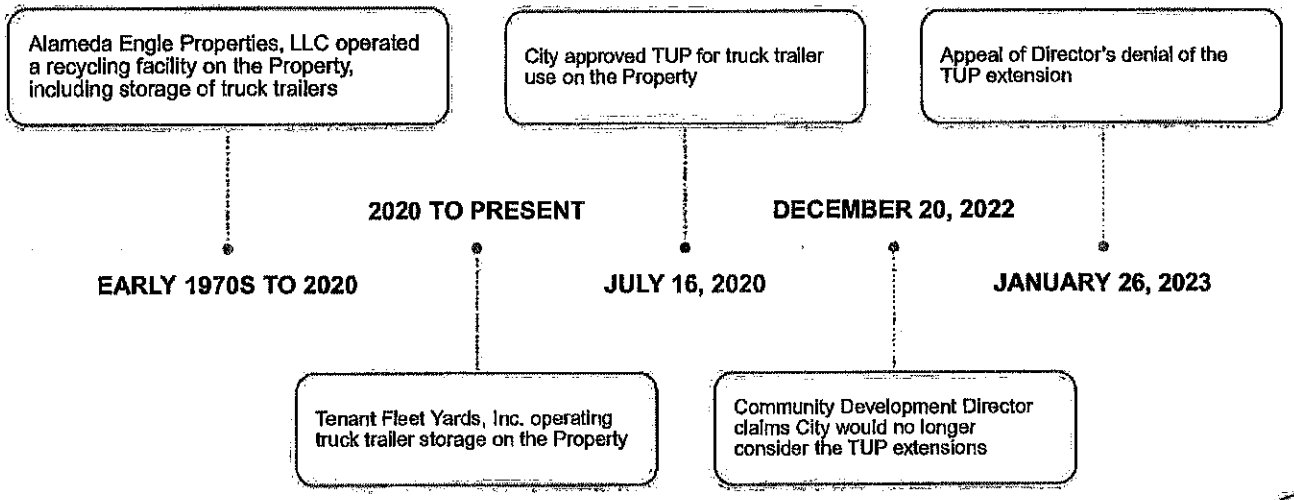
SOMOS

Request to Extend the TUP

- Pursuant to TUP Condition No. 2 and the City Planning Commission's review authority of the appeal, the Commission can grant a modest 60-day extension of the TUP to permit the Appellant and City to review the legal nonconforming use determination.

- Alternatively, Commission can opt to postpone its determination on the TUP extension until after the Planning Division completes its reviewing of the legal nonconforming use determination.

Project Timeline



SOMOS

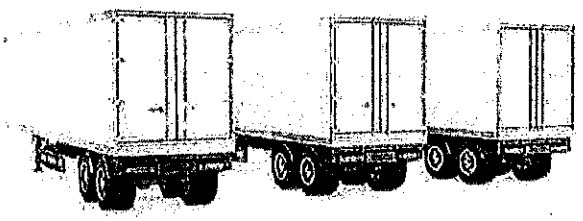
Compliance with All TUP Conditions

Conditions of Approval	Complies?
1. The approved temporary use for the site is restricted to truck trailer storage only	☑
2. The temporary use is approved for a term of one year. Additional one-year extensions will be considered for approval for up to a maximum of 5 years. Additional extensions will be determined based on compliance with conditions and written verification from owner that they are in the process of developing, selling, and/or working with LACCD or developer on a housing development project	☑
3. Egress and ingress shall only be via Alameda Street	☑
4. Operations shall be limited to the number, size, and height of truck trailers provided in the TUP	☑
5. Any violations of the conditions or City laws could result in revocation of TUP	☑
6. All conditions shall be agreed to by owner in a signed and notarized affidavit	☑

SOMOS

Truck Trailer Storage is a Legal Nonconforming Use

- The legal nonconforming use issue is dispositive for the future uses on the Property and informs the need for the TUP and subsequent TUP extensions.
- South Gate Municipal Code (SGMC) – "nonconforming industrial uses may continue in use in any zone where they were legally established." SGMC § 11.55.030.E.
- Legal nonconforming industrial use is preserved so long as it is **not abandoned or discontinued** for two consecutive calendar years. SGMC § 11.55.040.B.

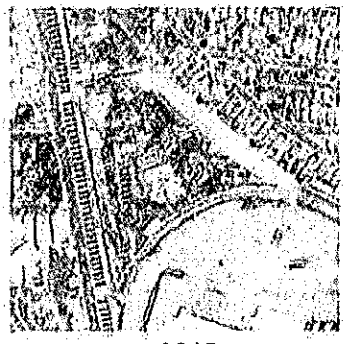


Truck Trailer Storage

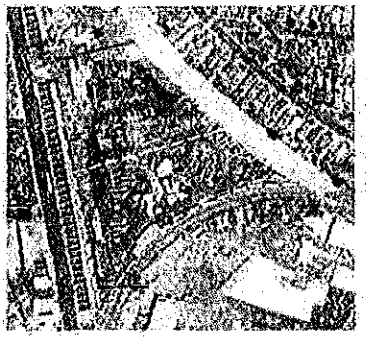


SOMOS

Historic Aerial Photographs



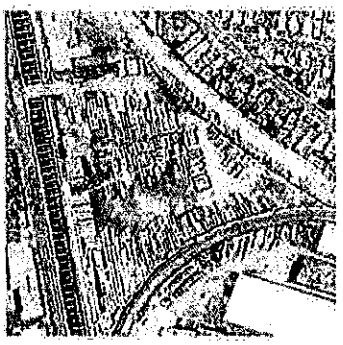
2012



2018



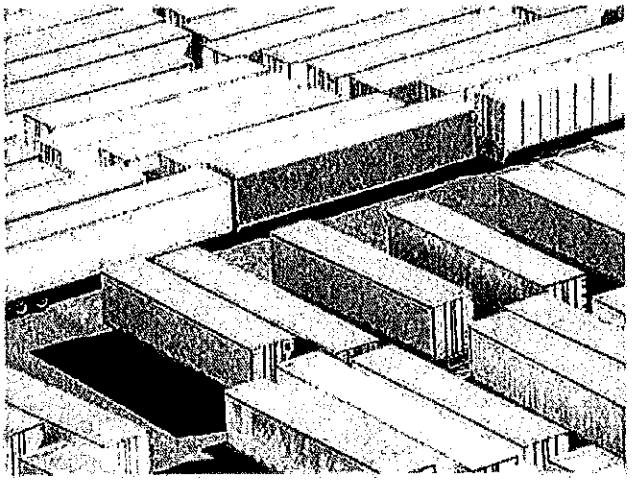
2020



2022

SOMOS

50+ Years of Continuous Truck Trailer Storage Use

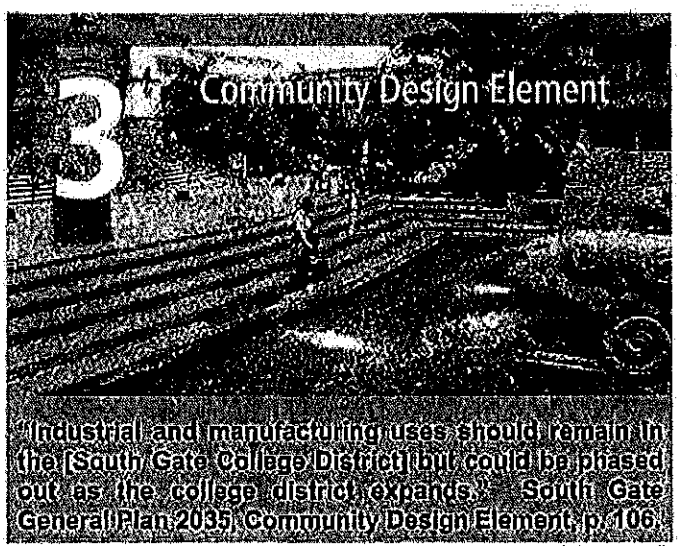


Director Shall Evaluate
<u>All</u> of the Following to Determine that a Legal Nonconforming Use is Abandoned:

1. Owner's Intent
2. Furnishings Equipment & Personal Property
3. Abandoned 2+ Years
4. Licenses & Permits
5. Utilities

SOMOS

General Plan Compliance



"Industrial and manufacturing uses should remain in the [South Gate College District] but could be phased out as the college district expands." South Gate General Plan 2035 Community Design Element, p. 106

SOMOS

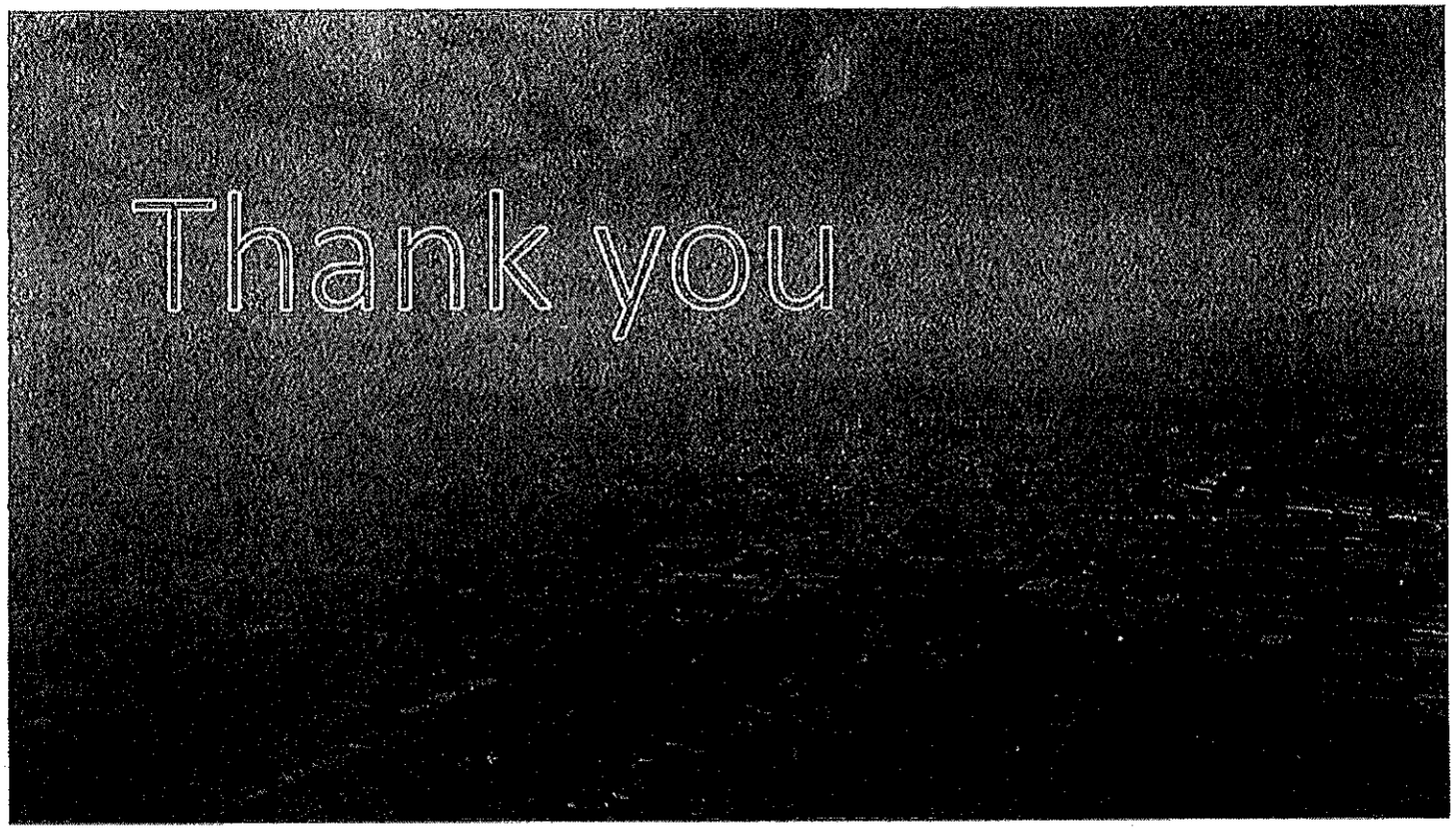

Thank you

EXHIBIT 12

City of South Gate

PLANNING COMMISSION

AGENDA BILL

For the Regular Meeting of: ***March 18, 2025***

Planning Manager: *John F. Signo, AICP* ***Community Development Director***: *David Crabtree, AICP*

SUBJECT: APPEAL OF THE DIRECTOR OF COMMUNITY DEVELOPMENT'S DETERMINATION FOR A PROPERTY LOCATED AT 8530 ALAMEDA STREET, AND DETERMINING THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

PURPOSE: Public hearing to consider the following:

Appeal of Director's Determination: Consideration of an appeal of the Director's determination that the legal, nonconforming use for metal processing and/or recycling activities at a property located at 8530 Alameda Street have been abandoned and can no longer be conducted, and the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.

PROJECT OVERVIEW

1.	Project Location:	8530 Alameda Street
2.	Assessor's Parcel Number:	6202-036-003
3.	Property Owner:	Alameda Engle Properties (Jason Engle)
4.	Appellant/Representative:	Sara Atsbaha, Somos Law Group
5.	General Plan Designation:	Industrial (Community Design Element, Figure CD 1, Existing Land Uses) South Gate College District Subarea 1 (Community Design Element, Figure CD 4, Districts)
6.	Zoning:	IF (Industrial Flex)

RECOMMENDED ACTION:

1. **CONDUCT** a public hearing pursuant to South Gate Municipal Code Section 11.50.040.B;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **ADOPT** the findings as outlined in Resolution No. 2025-04 (Attachment A); and
4. **UPHOLD** the determination of the Director of Community Development that the legal, nonconforming use for a metal processing and/or recycling activities at the subject property have been abandoned and can no longer be conducted, and the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated.

PUBLIC NOTIFICATION
Advertising and notification of the public hearing for this item was conducted in compliance with Sections 11.50.020 and 11.50.030 of the South Gate Municipal Code ("SGMC"). Notices of the hearing were posted and published in the "South Gate Press" on February 27, 2025.

ENVIRONMENTAL EVALUATION
In accordance with the California Environmental Quality Act (CEQA), the Director's determination qualifies for a categorical exemption under CEQA Guidelines Section 15321, (Class 21) "Enforcement Actions by Regulatory Agencies," in that the City is enforcing the South Gate Municipal Code.

The Planning Commission's determination on the termination of the legal, non-conforming use of the subject property is not subject to California Environmental Quality Act (CEQA) review because it is not an "approval" as defined in California Code of Regulations, Title 14, Section 15352, but rather a determination of whether a use must terminate at a site, and therefore does not commit the City to any definite course of action regarding new uses or changes to the approved use of the subject property. Furthermore, CEQA does not apply to projects which a public agency rejects or disapproves pursuant to Section 15270(a).

BACKGROUND
This is an appeal by the applicant, Somos Law Group ("Somos"), on behalf of the property owner, Alameda Engle Properties, LLC ("AEP" represented by Jason Engle), for a 6.78-acre property located at 8530 Alameda Street. Somos is appealing the Director of Community Development's decision that the legal, nonconforming use for metal processing and/or recycling activities at the subject property has been abandoned and can no longer be conducted, and the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use and must be immediately terminated. Somos is also requesting to change the zoning of the subject property from IF (Industrial Flex) to M3 (Heavy Manufacturing) and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan.

It should be noted that AEP also owns the abutting 2.9-acre site to the north at 8440 S. Alameda Street, which is located outside of the City and in the County of Los Angeles. Access to both properties is via a driveway from Alameda Street to the property at 8440 S. Alameda Street. This property is also being used for truck trailer storage and according to County staff, a conditional use permit (CUP) is currently being processed.

History of Zoning and Land Use of Subject Property
As early as 1961, the Subject Property was designated as being within a Heavy Manufacturing ("M-3") Zone.

Based upon a review of public records and documents submitted by AEP, the Site was used by Jack Engel & Company (hereinafter, "JECO") and/or AEP for a metal processing/recycling facility from as early as 1973 until approximately March 2020. During that time, the site was developed with a single-story industrial structure used for the recycling operations conducted by JECO and/or AEP.

The metal recycling operations conducted by JECO and/or AEP included, but was not limited to, the delivery of scrap metal product to the Site inside of truck trailers – which would remain on site for up to several months while the scrap metal was sorted and processed on-site, and prepared for shipment to a final off-site destination.

In 1988, the City amended its Zoning Code, in part, to require a Conditional Use Permit for recycling facilities. Thereafter, on or about April 28, 2015, the City Council adopted Ordinance 2323, which further amended the Zoning Code and changed the zoning classification of the Subject Property to Industrial Flex ("IF") Zone.

Pursuant to the Section 11.21.030 and Table 11.21-3 of the amended Zoning Code, recycling facilities require a Conditional Use Permit – however, the recycling operations at the Subject Property were deemed to be a legal, nonconforming land use that was allowed to continue in accordance with SGMC Chapter 11.55 ("Nonconforming Uses and Buildings").

According to public records and information submitted by AEP and/or its representatives, all metal recycling operations ceased in or around March 2020 and are no longer being conducted at the Site.

AEP has confirmed that around March 2020, Fleet Yards, Inc. commenced utilizing the Site solely for the storage of truck trailers and/or containers as a principal use. Moreover, the structure that was previously utilized to conduct the metal recycling at the Site was demolished.

In July 2020, the City approved Fleet Yards, Inc.'s application for a Temporary Use Permit and issued TUP2020-01, authorizing the use of the Subject Property for "truck trailer storage for a one-year period of time with possible extensions up to a maximum period of five years from the date of approval". TUP2020-01 expired on July 16, 2021, without a timely request for renewal from Fleet Yards, Inc.

In December 2022, the Director advised Fleet Yards, Inc. that several conditions of approval of the TUP had not been adhered to, and, moreover, that the TUP was ineligible for renewal as SGMC §11.51.070(B)(4) sets the maximum duration of Temporary Use Permits to no more than three days in a row or ten working days in any calendar year.

On May 2, 2023, the Planning Commission upheld the Director's Determination to deny an extension of the TUP (as set forth in Resolution 2023-05).

Notwithstanding the issuance and subsequent ineligibility for renewal of the TUP, the appellant contended that the truck trailer storage activities are a legal, non-conforming use. As the appellant bears the burden of proving the legal, nonconforming status of the truck trailer storage, Staff

provided the appellant ample opportunity to present to the Director sufficient evidence to support its contention.

On January 21, 2025, Interim Community Development Director David M. Crabtree, AICP, issued a determination and noncompliance letter indicating the legal, nonconforming use of the subject property for metal processing and/or recycling activities – including the integral truck trailer storage component of those activities – was abandoned and can no longer be conducted unless otherwise in conformity to all current laws and regulations of the City (and applicable governmental agencies). The use for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use – and, as such, must be immediately terminated. A copy of that letter is attached hereto as Attachment B.

ANALYSIS:

Appeal of Director's Determination

On January 21, 2025, the City sent a Director's Determination and Noncompliance Notification letter to the applicant indicating the legal, nonconforming use of the Subject Property for metal processing and/or recycling activities – including the integral truck trailer storage component of those activities – has been determined to be abandoned and can no longer be conducted at the Site unless otherwise in conformity to all current laws and regulations of the City (and applicable governmental agencies). Furthermore, based on staff's research and information provided by Somos, the use of the Site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use – and, as such, must be immediately terminated.

On February 6, 2025, the applicant filed an appeal requesting the Planning Commission challenging the Director's determination based on the following grounds:

1. The Director's Determination is unsupported by the South Gate Municipal Code (SGMC) purportedly due to the Director's differentiation between an ancillary and primary use, that the immediate termination of a legal, nonconforming use is inconsistent with the SGMC and General Plan, and the Determination violates procedural requirements;
2. Substantive and procedural due process concerns; and
3. Termination of a legal, nonconforming use is a *de facto* regulatory taking; and,
4. The City's failure to comply with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.

Truck Storage/Terminal Use: AEP and its tenant have been using the subject property to store trucks, truck-trailers, and storage containers. Under the SGMC, this use is defined as "truck storage/terminal" use which, pursuant to the SGMC Section 11.60.230 "T" definitions, "means indoor or outdoor site for freight, truck terminals, truck storage yards, or similar commercial facilities."

SGMC Prohibits that Use at 8530 Alameda Street: The subject property is zoned Industrial Flex (IF). Table 11.21-3, under SGMC Section 11.21.030 "Land use permissions tables," lists allowed land uses within the IF zone. Truck storage/terminal use is not listed on that Table as an allowed

use within the IF zone. SGMC Section 11.21.020 notes that "Any land use that is not specifically listed in the land use tables for the applicable zone shall not be allowed or permitted within the zone." Therefore, the storage of trucks, truck-trailers and containers is a prohibited use in the IF zone.

It is undisputed that the recycling/metal processing activities that occurred at the subject property were legal, nonconforming, and that truck trailer storage is not currently a permitted use at the subject property pursuant to the South Gate Municipal Code (inclusive of the Zoning Code). The issues of contention are (i) whether the legal, nonconforming recycling/metal processing activities at the subject property have been abandoned; and/or (ii) whether the appellant has submitted sufficient evidence to substantiate that the current use of the site for truck trailer storage unrelated to recycling/metal processing activities constitutes a legal, nonconforming use of the subject property.

In response to the appellant's arguments set forth in the Request for Appeal, Staff submits the following.

ASSERTION: The Director's Determination is unsupported by the South Gate Municipal Code.

The appellant first argues that the Director failed to make a determination that the legal, nonconforming use is "wholly discontinued or abandoned for a continuous period of two calendar years" as required by SGMC 11.55.040(D). The Director, however, correctly determined that the legal, nonconforming recycling/metal processing use at the site was wholly discontinued and/or abandoned – as evidenced by the cessation of all activities associated with the recycling/metal processing activities in or around 2020, including the demolition of the structure that was previously utilized for such activities. Contrary to the appellant's contention, the Director did not distinguish between primary and ancillary legal, non-conforming uses. Rather, the Director accepted the appellants assertion that the storage of truck trailers at the site was an "integral part of metal processing operations," however, the Director did determine that the truck trailer storage was only done as part of the recycling/metal processing activities while those activities were occurring. The Director correctly determined that the current use of the site for truck trailer storage only is NOT a continuation of the use of the trucks for the recycling/metal processing activities, and, is, in fact, a wholly new use.

The appellant also argues that the immediate termination of the truck trailer storage is inconsistent with the South Gate Municipal Code and the General Plan – which the appellant contends promotes a more gradual transition to a conforming use. However, the appellant fails to recognize that it was the appellant's abandonment of the recycling/metal processing activities for more than 2 years that resulted in the termination of its legal, nonconforming rights – and not any action by the City. The City's requirement that the legal, nonconforming use be terminated for 2 continuous years does, in fact, provide for a gradual transition – but the appellant failed to utilize those 2 years to make a transition to a conforming use. Instead, the appellant transitioned to using the subject property for the prohibited truck trailer storage use.

The appellant further mistakenly argues that the Director failed to make findings required by Section 11.55.040(D) of the municipal code. Specifically, the appellant argues that the Director failed to consider and make a determination regarding (i) the property owner's intent; (ii) the presence or absence of personal property associated with the legal, nonconforming use; (iii) presence or absence of furnishings, equipment, and other property associated with the use; and, (iv) continuity of utility service to the property.

The appellant incorrectly interprets SGMC §11.55.040(D). Pursuant to SGMC §11.55.040(D)(1), in order to determine whether a property owner has abandoned/discontinued a legal, nonconforming use, the Director is required to determine the "apparent intent of the owner to discontinue use of the nonconforming **structure** is apparent, as determined by the director" (emphasis added). This particular requirement, however, is applicable to the intent to discontinue/abandon a nonconforming structure – and not the owner's intent to discontinue a legal, nonconforming use. That being said, the Director determined that the structure previously existing at the site was voluntarily demolished in or around March 2020 – and that all other activities associated with the recycling/metal processing use also terminated around the same time. The Director also determined that all other equipment, furnishings, and the structure itself used for the recycling/metal processing activities have been absent from the site for more than two years. Moreover, no additional business licenses have been acquired for recycling/metal processing activities for at least 2 years. Any continued utility use at the site (including electricity, gas, water or waste collection) does not negate the Director's determination that all use of the subject property for recycling/metal processing activities has been abandoned/discontinued for more than 2 years.

ASSERTION: The City's management of the legal nonconforming use gives rise to substantive and procedural due process concerns.

The appellant contends that the manner in which the City has handled requests from appellant's legal counsel has raised concerns regarding the appellant's substantive and procedural due process. Appellant also apparently incorrectly argues that the Director suggested that the appellant was required to obtain a Conditional Use Permit in 1988 as a result of a change in the City's Zoning Code. Lastly, appellant argues that Staff has been slow to acknowledge or process its request for a Zone Change and General Plan Amendment. It should be noted that Staff provided documents in its possession – however, was not required to provide copies of business licenses which were no longer in the possession of the City. [Business licenses are issued to business operators – and the appellant would have been in the best position to retain the prior business licenses.] Moreover, the Director did not assert that the appellant required a Conditional Use Permit, but rather that the change in the City's Zoning Code requiring a Conditional Use Permit for the recycling/metal processing use of the site is what converted the legal status of recycling/metal processing use of the site to "legal, nonconforming". Lastly, the processing of the Zone Change and General Plan Amendment is a separate matter before the Planning Commission, and arguments related to the processing of those requests are not related to the Director's Determination regarding the termination of the legal, nonconforming status of the recycling/metal processing activities or the lack of such status for the truck trailer storage.

ASSERTION: Termination of the legal nonconforming use is a *de facto* regulatory taking.

The appellant contends that the changes to the City's Zoning laws and General Plan amount to a regulatory taking because of the limited uses allowed at the subject property. However, the City provides for the continuation of nonconforming uses – and, as such, appellant would have been allowed to continue the recycling/metal processing use of the site had the appellant not abandoned the use or otherwise caused the termination of the use as set forth in SGMC Chapter 11.55. It is

the appellant's actions that have resulted in the termination of the ability to continue conducting recycling/metal processing activities – and it is the Director's determination that the truck trailer storage that is currently occurring has never been lawfully approved by the City. This hearing is not the venue to challenge the City's prior Zoning Code amendments related to permitted uses.

ASSERTION: The City has Not Considered the Environmental Consequences Resulting from the Termination of the Existing Land Use in Favor of alternative Land Uses Inconsistent with the Requirements of CEQA.

The appellant incorrectly asserts that the City's termination of the legal, nonconforming use of the subject property is tantamount to changing a land use designation – and would require review pursuant to the California Environmental Quality Act ("CEQA"). However, the Director determined that the actual use of the site for recycling/metal processing ceased in or about March 2020 – and the Director's Determination merely is a confirmation of the abandonment/discontinuance of the use of the site for recycling/metal processing by the owner. Although the commencement of a new conforming use *may* require CEQA review, that would be determined and occur at the time a conforming use is proposed by the appellant or other interested party – however, Staff has determined that this appeal is exempt from CEQA review.

Staff recommends that the Planning Commission uphold the Director's determination based on the findings in the attached resolution.

CONCLUSION

Staff recommends the Planning Commission uphold the Director's Determination that the legal, nonconforming use of the subject property for metal processing and/or recycling activities has been abandoned for more than two (2) continuous years, and can no longer be conducted at the site; and that the use of the site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use.

ATTACHMENTS:

~~A. PC Resolution No. 2025-04~~ SEE ATTACHMENT 2 OF COUNCIL REPORT

B. Director's Determination and Noncompliance Notification Letter
C. Request for Appeal from Somos Law Group of Director's Determination and Noncompliance Notification dated February 6, 2025
D. Request for Appeal from Somos Law Group of Director's Determination dated November 15, 2023
E. Director's Letter to Engle regarding TUP 2020-01 extension dated May 16, 2023
F. PC Agenda Bill dated May 2, 2023 (without attachments)
G. Letter from Somos regarding SELA letter dated March 13, 2025
H. Letter from SELA dated March 6, 2025

ATTACHMENT B

City of South Gate

Department of Community Development
Planning Division

8650 California Avenue
South Gate, CA 90280-3075
www.cityofsouthgate.org
P: (323) 563-9529
F: (323) 563-5358

January 21, 2025

Alameda Engle Properties, LLC
2127 Century Woods Way
Los Angeles, CA 90067

Attn: Alan Engle, Manager

Re: **DIRECTOR DETERMINATION AND NONCOMPLIANCE NOTIFICATION**
Nonconforming Land Use at
8530 Alameda Street, South Gate [APN 6202-036-003]

Mr. Engle:

The real property commonly known as 8530 Alameda Street, South Gate and identified by Assessor Parcel Number 6202-036-003 (hereinafter, "Subject Property" or "Site") is currently being utilized by Fleet Yards, Inc. for the principal use of truck trailer storage.

Fleet Yards and the property owner (Alameda Engle Properties, LLC) have asserted that truck trailer storage is a legal, nonconforming use at the Site and entitled to continue operation in accordance with the South Gate Municipal Code (hereinafter, "SGMC" or "Municipal Code"), and have requested a formal determination by the Director as to whether the truck trailer storage at the Site constitutes a legal, nonconforming use.

History of Zoning and Land Use of Subject Property

As early as 1961, the Subject Property was designated as being within a Heavy Manufacturing ("M-3") Zone.

Based upon a review of public records and documents submitted by Alameda Engle Properties, LLC (hereinafter, "AEP" or "Property Owner"), the Site was used by Jack Engel & Company (hereinafter, "JECO") and/or AEP for a metal processing/recycling facility from as early as 1973 until approximately March 2020. During that time, the site was developed with a single-story industrial structure used for the recycling operations conducted by JECO and/or AEP.

The metal recycling operations conducted by JECO and/or AEP included, but was not limited to, the delivery of scrap metal product to the Site inside of truck trailers – which

would remain on site for up to several months while the scrap metal was sorted and processed on-site, and prepared for shipment to a final off-site destination.[1]

In 1988, the City amended its Zoning Code, in part, to require a Conditional Use Permit for recycling facilities. Thereafter, on or about April 28, 2015, the City Council adopted Ordinance 2323, which further amended the Zoning Code and changed the zoning classification of the Subject Property to Industrial Flex ("IF") Zone.

Pursuant to the Section 11.21.030 and Table 11.21-3 of the amended Zoning Code, recycling facilities require a Conditional Use Permit – however, the recycling operations at the Subject Property were deemed to be a legal, nonconforming land use that was allowed to continue in accordance with SGMC Chapter 11.55 ("Nonconforming Uses and Buildings").

According to public records and information submitted by AEP and/or its representatives, all metal recycling operations ceased in or around March 2020 and are no longer being conducted at the Site.

AEP has confirmed that around March 2020, Fleet Yards, Inc. commenced utilizing the Site solely for the storage of truck trailers and/or containers as a principal use. Moreover, the structure that was previously utilized to conduct the metal recycling at the Site was demolished.

In July 2020, the City issued approved Fleet Yards, Inc.'s application for a Temporary Use Permit and issued TUP2020-01, authorizing the use of the Subject Property for "truck trailer storage for a one-year period of time with possible extensions up to a maximum period of five years from the date of approval". TUP2020-01 expired on July 16, 2021, without a timely request for renewal from Fleet Yards, Inc.

In December 2022, the undersigned Director advised Fleet Yards, Inc. that several conditions of approval of the TUP had not been adhered to, and, moreover, that the TUP was ineligible for renewal as SGMC §11.51.070(B)(4) sets the maximum duration of Temporary Use Permits to no more than three days in a row or ten working days in any calendar year.[2]

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1 *See* Section II.iii (Page 5) of the correspondence from Somos Law Group ("8530 Alameda Street – Demonstration of Legal Nonconforming Use") dated August 17, 2023, submitted on behalf of AEP.

2 After a duly-noticed appeal hearing, on May 2, 2023, the Planning Commission upheld the Director's Determination to deny an extension of the TUP (as set forth in Resolution 2023-05). AEP has filed an appeal to the City Council of the Planning Commission's decision – however, by agreement between AEP and the City, a hearing date has not yet been scheduled.

Analysis

SGMC Chapter 11.55 ("Nonconforming Uses and Buildings") provides regulations governing the establishment, maintenance, and continuance of uses, structures, and parcels that were lawfully established but no longer conform to current City laws and regulations (commonly called "legal, nonconforming" or "nonconforming" uses and buildings). It further provides regulations for repair, maintenance, alterations, and expansions of legal, nonconforming buildings and uses – as well as grounds and procedures for the termination of legal, nonconforming uses and buildings.

The person claiming the existence of a nonconforming building or use has the burden of proof with regard to that claim.[3]

Metal Processing/Recycling Operations

Although neither the City nor the Property Owner have been able to locate each annual business license for JECO and/or AEP since 1973, available records (including some business licenses, Certificates of Occupancy, and photographs) document that the use of the Site for metal processing/recycling appears to have been lawfully commenced and continued at the Subject Property as described hereinbelow in greater detail through March 2020.[4]

The use and storage of the truck trailers has been described by AEP and/or its representatives as an "integral part of metal processing operations" at the Site – and that "metal recycling operations cannot operate without a trucking and logistical component" and that "the metal processing operations cannot function without onsite truck trailer and container storage".[5] AEP's legal counsel has asserted that at an undisclosed point in time (although presumably prior to March 2020) former Director of Public Works Robert Dickey made recommendations to the Engles regarding the City's Business License Tax based on the Property's use as a "Materials Recycling Facility"...[and] Although the truck trailer and container storage portion of the operations were open and visibly part of the operations during the tour, the City did not distinguish this use as separate from the legal nonconforming metal processing operations on the Property, or require a separate business license.[6]

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3 SGMC 11.55.030.B. *See also* City and County of San Francisco v. Board of Permit Appeals (1989) 207 Cal. App. 3d 1099, 1107.

4 The Director recognizes that although the Certificate of Occupancy issued on July 8, 1977 lists the business type as "Metal Processing", business licenses issued to JECO between 2015 and 2018 reference "outdoor storage". Nonetheless, AEP credibly asserts that metal processing/recycling operations continued at the Site through March 2020.

5 *See* Section II.iii (Page 5) of the correspondence from Somos Law Group ("8530 Alameda Street – Demonstration of Legal Nonconforming Use") dated August 17, 2023, submitted on behalf of AEP.

6 *See* Section II.iv (Page 6) of the correspondence from Somos Law Group ("8530 Alameda Street – Demonstration of Legal Nonconforming Use") dated August 17, 2023, submitted on behalf of AEP.

Although AEP has not provided any written record issued by Mr. Dickey with such recommendations, if AEP's assertions that the truck trailer and container storage at the Site was such an integral component of the metal processing/recycling operations, the City would reasonably *not* have distinguished the truck trailer storage as a separate use nor required a separate business license as such use would have been an aspect of the then legal and licensed metal processing/recycling operations.

SGMC 11.55.040.B provides, in pertinent part:

> Any discontinuance of such nonconforming use, as outlined in this chapter, for two consecutive calendar years shall be deemed to constitute an abandonment of any right to continue or maintain such nonconforming use, and any future land use shall conform to provisions of this title. The director may extend, in writing, for no longer than twelve months, the period of discontinuance upon making the findings required by this chapter.

City records and documents submitted by AEP and/or its representatives confirm that the recycling operations terminated at the Site in March 2020 – and, moreover, that the building at the Subject Property used for the indoor portion of the recycling operations was demolished.

South Gate Municipal Code Section11.55.040.D provides, in pertinent part:

> Any discontinuance of such nonconforming use, as outlined in [Chapter 11.55], for two consecutive calendar years shall be deemed to constitute an abandonment of any right to continue or maintain such nonconforming use, and any future land use shall conform to provisions of [Title 11].

Due to the passage of over four years since the discontinuation of the metal processing/recycling operations at the Site – including the demolition of the structure in which the metal processing/recycling occurred, *the Director hereby determines that the metal processing/recycling operation – and all integral functions/components of that use, has been abandoned*.

Truck Trailer/Container Storage

Although the City acknowledges that JECO and/or AEP stored truck trailers and/or containers at the site for limited periods of time, public records and other documents submitted to the City by AEP and/or its representatives demonstrate that such storage was an integral component of the recycling operations at the Site – and not an approved principal use unrelated to such operations.

Although AEP has asserted that "draying, freighting, or trucking yards or terminals" were a specifically authorized use of the Subject Property in 1976, AEP has not provided any compelling evidence that either JECO or AEP, in fact, *lawfully established* such use at the

property nor *lawfully continued* such use without termination since that time. Notwithstanding a use being permitted by right, this would not have relieved a property owner or business operator from the need to develop and improve the property being used for such use as otherwise required by applicable law (e.g., paving, landscaping, lighting, screening, and/or parking requirements), nor from the need to obtain all other required business licenses, permits, and/or inspections. No evidence has been submitted by AEP to demonstrate that JECO did, in fact, adhere to any such land-use and/or licensing requirements applicable to a draying, freighting, or trucking yards or terminals.

AEP has also submitted two appraisal reports prepared by Syn-Mar Associates for the "storage yard located at 8440-8530 South Alameda Street, South Gate, California 90001". An appraisal was prepared on or about July 15, 2015, and the other was prepared on or about May 8, 2017. After careful review and consideration of each of the appraisal reports, the Director has concluded that neither of the reports (jointly or combined) provides satisfactory evidence that the Subject Property was utilized for the storage of truck trailers/containers as a lawful use independent of the recycling facilities.

In this regard, the Director specifically notes that each appraisal report explicitly states "The subject property is utilized as a metal recycling plant/yard."[7] Although each of the appraisal reports also refer to the Site as a "storage yard", each report explains that

> Due to the fact that the subject improvements [consisting of 2 concrete-block industrial buildings and 3 metal industrial buildings, paving, and fencing, as well as sheds, covered structures, and temporary buildings/structures not included in the overall rentable building area] cover only 8% of the site, we have classified the subject as a storage yard.[8]

The 2015 appraisal report further states that

> Storage/rental yard properties are named as such because they are primarily used for onsite storage of vehicles, machinery, supplies, and/or other job-related materials. These sites usually have a smaller amount of building area specific to the needs of the given user (as compared to traditional industrial or office buildings), along with a relatively large yard area. We have found that storage yard properties will sell for more than just land value alone in recognition of the onsite building improvements.[9]

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7 *See* the cover letter and page 6 of each of the appraisal reports, as well as page 14 of the 2017 appraisal report.

8 *See* the cover letter of each appraisal report.

9 *See* page 3 of the 2015 appraisal report.

It should also be noted that neither of these appraisals were prepared by nor approved by the City of South Gate, and as such, statements contained therein as they relate to the legal status of any use or structure does not bind the City.[10]

Ultimately, the person claiming the existence of a nonconforming building or use has the burden of proof with regard to that claim.

Due to the lack of any compelling evidence that the storage of truck trailers and/or containers was lawfully established and continued at the Site *as a principal use* unrelated to a metal processing/recycling facility prior to 2000 when Fleet Yards, Inc. commenced business operations at the Site, *the Director hereby determines that such use does not have, nor ever had, a legal, non-conforming status at the Subject Property*.[11]

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[10] AEP asserts that the appraisals confirm that the City has made prior statements that the use of the Subject Property for truck trailer and container storage is a legal, nonconforming use – however, this assertion is not persuasive. As indicated, the City neither prepared nor approved the appraisal reports – and, as such, any statement therein lacks any binding impact upon the City. On page 19 of the 2015 appraisal, it attributes the statement that "the subject's zoning was recently changed to [Industrial Flex] from M2" to an unnamed representative of the City's Planning Department, and further states that "the subject as a storage yard...is reportedly now a pre-existing, legal non-conforming use". Since the use of the term "storage yard" in the appraisal is a result of the limited development of the Site (less than 8%) and *not* due to the specific use conducted at the Site (which both appraisal reports conclude was for a "metal recycling plant/yard"), the reference to the storage yard being a legal, nonconforming use may merely be a reference to the metal processing/recycling use that was occurring at the Site – and *not* a reference to the use of the Subject Property for truck trailer storage independent of the recycling activities. For that matter, neither appraisal report describes any truck trailer storage use of the Site independent of the recycling activities. Furthermore, the 2015 appraisal only attributes the statement regarding the change in zone to the unnamed City Official – and not the conclusion of any legal, nonconforming status. It should also be noted that the 2017 appraisal report does *not* contain any reference to the statement that was purportedly made at some unknown time by the unidentified City Official regarding legal, nonconformity – although on page 17, it does repeat the conclusion that the "storage yard" is a legal, nonconforming use.

[11] The Director is cognizant that on July 16, 2020, Temporary Use Permit 2020-01 was issued to Fleet Yards, Inc. to permit the use of the Site for truck trailer storage for a limited period of time. Specifically, TUP2020-01 authorized truck trailer storage at the Subject Property for a period of one (1) year with possible extensions of up to a maximum of five (5) years, subject to compliance with explicit terms and conditions. The Director subsequently concluded that Fleet Yards, Inc. failed to adhere to the Conditions of Approval – including, but not limited to, submitting for a renewal of the TUP at least thirty (30) days prior to expiration (which was scheduled for July 16, 2021). Moreover, the Director and Planning Commission determined that TUP2020-01 was issued in error as SGMC 11.51.070(B)(4) explicitly limits the issuance of Temporary Use Permits to uses that do not exceed three (3) days in a row, or ten (10) working days in any calendar year. The Director has not found or received any compelling evidence that Fleet Yards, Inc., was given any express or implied assurance that the *temporary* use authorized by TUP2020-01 would exceed the initial 1-year grant without compliance with the Conditions of Approval – including submitting a timely request for renewal, nor that the *temporary* use would be allowed to continue beyond a maximum period of 5 years from the initial date of issuance (which was July 16, 2020). Notwithstanding same, a permit that purports to authorize a use in violation of applicable laws is void.

CONCLUSION

The legal, nonconforming use of the Subject Property for metal processing and/or recycling activities – including the integral truck trailer storage component of those activities, has been determined to be abandoned and can no longer be conducted at the Site unless otherwise in conformity to all current laws and regulations of the City (and applicable governmental agencies).

The use of the Site for truck trailer storage as a principal use unrelated to metal processing/recycling activities is not a legal, nonconforming use – and, as such, must be immediately terminated.

Any interested party (applicant or opponent) may appeal this Determination to the Planning Commission within ten (10) working days of this Determination by filing a written request to appeal with the City Clerk's Office (located at South Gate City Hall – 8650 California Avenue, South Gate) and tendering any applicable fees. Failure to timely file a request to appeal with the City Clerk's Office and to tender all requisite fees shall result in this Determination being deemed final and binding.

If you have any questions or wish to discuss this Determination in greater detail, you may contact the undersigned. However, please note that an appeal may only be requested as set forth hereinabove.

Sincerely,

David M. Crabtree, AICP
Interim Community Development Director

Cc: Fleet Yards, Inc. – Attn: Daniel S. Otting, CEO/CFO
/ 893 West 16th Street, Newport Beach, CA 92663
/ Via E-Mail: Dan@FleetYardsInc.com
Fleet Yards, Inc. – Attn: Brian Davis, Agent for Service
/ 4340 Von Karman Avenue, Suite 380, Newport Beach, CA 92660
Somos Law Group – Attn: Alred Fraijo, Jr. and Sara Atsbaha
/ 304 South Broadway, Suite 350, Los Angeles, CA 90013
/ Via E-Mail: Alfred@SomosGroup.org
/ Via E-Mail: Sara@SomosGroup.org
Rob Houston, City Manager
Raul Salinas, City Attorney
James Eckart, City Prosecutor

ATTACHMENT C

SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

February 6, 2025

Office of the
South Gate City Clerk
FEB - 6 2025
FILED

VIA ELECTRONIC MAIL

David Crabtree
Interim Director of Community Development
City of South Gate
8650 California Avenue
Email: Dcrabtree@sogate.org

Re: Request for Appeal of Director's Determination and Noncompliance Notification

Dear Mr. Crabtree,

We are in receipt of your letter dated January 21, 2025 ("Director's Determination") and writing on behalf of Alameda Engle Properties, LLC ("AEP") to appeal the Director's Determination, and to correct misstatements made in the letter. We have provided substantial information to the City demonstrating that the metal recycling operations and truck trailer and container storage at 8530 Alameda Street (the "Property") were legal and nonconforming when established by right in 1973. As explained in more detail below, the City's interpretation of the South Gate Municipal Code ("SGMC" or "Code") is inconsistent with the code language and with the express protections for legal nonconforming uses in the Code and in the City of South Gate's General Plan ("General Plan").

AEP is aware of the City's intent to phase out industrial uses in the area in favor of educational and institutional uses. AEP has supported the City in this endeavor and worked diligently to propose several solutions that will help the City achieve these long-term goals. However, we cannot reach a resolution if the City is not willing to discuss these issues with AEP.

We write first to appeal the Director's Determination, but also to respectfully request the City to consider the alternative proposals and to meet with our office and AEP in order to reach an equitable solution. AEP remains dedicated to working with the City to reach a mutually-acceptable resolution outside of the context of an appeal. If a resolution cannot be reached, our appeal will proceed on the following grounds:

i. The City's interpretation of the legal nonconforming use provisions of the SGMC are inconsistent with the Code;
ii. The Director's Determination does not comply with codified requirements;
iii. The General Plan requires gradual phase-out for existing uses to avoid vacancy;
iv. Due Process; and
v. The City's failure to comply with the California Environmental Quality Act ("CEQA"), Ca. Pub. Res. Code §§ 21000, *et seq*.

I. Introduction

The reason this issue is before the City is because then Director of Community Development, Joe Perez, errantly required AEP to obtain a Temporary Use Permit in 2020 instead addressing the legal nonconforming use issue at that time, or pursuing an appropriate entitlement, such as a DA or CUP. The City did not communicate this failure to AEP for several years – until the current tenants, Fleet Yards, attempted to renew their operating permits. Since the City's communication that their 2020 requirements were in error, AEP, together with Fleet Yards, have worked diligently to resolve this issue with the City. As acknowledged in the Director's Determination, truck trailer and container storage has been a lawful use on the Property since 1973 as part of the metal recycling facilities that operated until 2020. This is demonstrated with Certificates of Occupancy and business licenses issued by the City that address the use. The truck trailer and container storage continued on the Property pursuant to entitlements that the City required of AEP, and continues to operate today.

At the City's recommendation, AEP submitted several options to correct the City's 2020 error. The solutions presented include 1) proposed terms for a Development Agreement ("DA") including market research to support viable alternate uses, third-party partnerships as envisioned in the General Plan, medium-term phase out of the current use, and a timeline with measurable milestones to facilitate redevelopment/alternative use. Our initial timeline was based on the phase-out language in the General Plan. The DA terms were submitted to the City on June 18, 2024 of last year. Although it has had 6 months to review the proposed terms, the City has not yet responded or provided feedback, or been willing to meet with our office to reach a resolution. Also at the recommendation of the City, our office submitted an application for a Zone Change ('ZC") and General Plan Amendment ("GPA") which can achieve the City's goals by 1) adding text for structured phase-out[1] or 2) reverting the Property to its previous M3 designation until a viable use or development partner is identified. The City did not acknowledge receipt of the application for nearly 2.5 months after it was filed – notwithstanding consistent follow-up from my office regarding the status of the

[1] We understand that only the City can initiate text changes to the SGMC and General Plan. These options were presented to the City in good faith and at the recommendation of City representatives, with the intention of adding the language required to help the City achieve its redevelopment goals in the South Gate Community College District and to provide structure for phasing out the current use.

application and invitations to discuss. These discussions are crucial because the Property is uniquely situated. Approximately 33 percent of the Property is located outside of the City in unincorporated Los Angeles County – and zoned for heavy industrial uses consistent with the current use. In addition, the only exit/entrance located on the property is located outside of the City's jurisdiction. As described in more detail below, the Property is also subject to additional development constraints. A viable solution for redevelopment of any kind must be compatible with these external constraints. Immediate termination of the existing use would result in a regulatory taking of the portion of the Property located in South Gate. To avoid this outcome, AEP again invites the City to discuss the proposed alternatives at any time convenient to the City.

II. Analysis

a. The Director's Determination is Unsupported by the SGMC

i. The Code Does not Allow the Director to Differentiate Ancillary from Primary Uses

The SGMC unequivocally requires protection for "all nonconforming buildings or uses, including outdoor activities such as product storage or parking."[2] The SGMC specifically protects all parts of a legal nonconforming use. Before a use or any part of a use can be terminated for abandonment or discontinuation, the Director must make substantiated findings that the use is "***wholly discontinued or abandoned*** for a continuous period of two calendar years."[3] The Director cannot make such findings based on the documentation submitted to the City. In addition, the City must treat "an existing use of any part of a building or property ... to be an existing use throughout that building or property, including outdoor activities."[4] This language clarifies that once a use is legally established, it is legally established for the entirety of the property – indicating that separating parts of a property or parts of a use are inappropriate in a legal nonconforming use analysis. Here, the truck trailer and container use has been a continuous use on the property since the metal recycling operations began in 1973. This has been documented at length in letters and materials submitted to the City on April 27, 2023, May 2, 2023, May 16, 2023, and August 17, 2023. On August 17, 2023, our office provided copies of all available business licenses for the property. Any licenses that were not available were requested from the City, but not provided. The licenses issued to Jack Engle and Company ("JECO") for the Property span between 2015 and 2018, and specifically acknowledge that "outdoor storage" as an authorized use on the site. There is no delineation between primary and ancillary uses on the permits. In addition, our office provided licenses issued to Fleet Yards that specifically acknowledge a special permit for "outdoor storage." As you know, the City must

[2] SGMC § 11.55.020.
[3] SGMC § 11.55.040(D).
[4] SGMC § 11.55.030(O).

conduct zoning compliance review as part of its business license process,[5] the City reviewed, and issued business licenses specifically authorized "outdoor storage" repeatedly – first to JECO and then to Fleet Yards, as demonstrated by the business licenses that we provided to the City spanning between 2015 and 2020. By authorizing "outdoor storage" via the business licenses, the use was legally established as applied to the entirety of the Property pursuant to Section 11.55.030(O).

The Director cannot claim that the use been "wholly" discontinued based on this prior authorization of the metal recycling operations and specifically of the outdoor storage – even after the City rezoned the Property from M3 to IF. In addition, there is no language in the entirety of SGMC Chapter 11.55 – *Nonconforming Uses and Buildings*, that suggests that the Director is authorized to bifurcate different parts of a legal nonconforming use to justify termination. This interpretation is inconsistent with a plain read of the Code. In addition, based on publicly available information, there are no examples of the City using this interpretation for similarly-situated properties.

ii. Immediate Termination of the Existing Use is Inconsistent with the SGMC and the General Plan.

Because vacant property does not serve the City, its constituents, or the local community, both the SGMC and the General Plan specifically provide for gradual phasing out of noncompatible existing uses as future uses become viable. Section 11.22.060 of the SGMC states in relevant part that "The purpose of the industrial flex zone is to continue the industrial job base in the area, while allowing flexibility to incorporate a mix of uses and job options."[6] The General Plan states in relevant part that "**Industrial and manufacturing uses should remain in the area** but could be phased out as the college district expands."[7] In addition, the General Plan anticipates phasing out consistent with the course of the current plan, which does not terminate until 2035. Our initial DA proposal adopted the same timeline to ensure consistency with the General Plan. However, prior to the appeal hearing, we would appreciate the opportunity to meet with the City to discuss revised DA terms, including a revised timeline. As explained in more detail below, an immediate transition to an alternate use is not feasible or practical on the Property due to its unique location, an existing restrictive covenant, and heavy industrial surroundings both within and outside of the City's jurisdiction. As required by the Code and the General Plan, a gradual transition is better suited to address the interests and concerns of both the City and AEP.

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[5] See the City of South Gate's requirements for obtaining a new business license, including review of a Zoning Clearance Form by the Community Development Department, available here: https://www.cityofsouthgate.org/Business-Development/Your-Business/Permits-Licenses/Business-Licenses

[6] SGMC § 11.22.060.

[7] General Plan Community Design Element, Policy P.6.

iii. The Director's Determination Violates Codified Procedural Requirements

The Director did not address codified requirements for legal nonconforming use analysis in the Director's Determination. In order to establish that a use has been "wholly discontinued or abandoned" [8] for the requisite two-year period, the Director is required to make specific findings, supported by evidence in the determination.[9] These findings must include:

1. The apparent intent of the owner;
2. Presence or absence of personal property associated with the use;
3. Presence or absence of furnishings, equipment and other property associated with the use; and
4. Continuity of utility service to the property[10]

The Director's findings do not address any of the criteria above. As noted in our previous correspondence, the evidence submitted to the City does not support a finding that the use has been wholly discontinued or abandoned. AEP has communicated directly to City[11] that its intent is to continue current operations until a viable alternative use or development partner is identified. The Director does not address the owner's intent in the Determination Letter. On April 27, 2023 and August 17, 2023, our office provided photographs, utility records, historic licenses, business ledgers and comparable documentation demonstrating that the truck trailers and containers are still located on the property, that the facilities to coordinate this use are still located on the property, and that utility service to the Property is and has been current so that the use can continue. In addition, AEP has provided private tours of the Property to City staff and elected officials as part of its ongoing good faith efforts to reach an equitable resolution. For these reasons, the Director's findings are not substantiated by evidence, or compliant with SGMC requirements.

b. <u>The City's Management of the Legal Nonconforming Use Gives Rise to Substantive and Procedural Due Process Concerns.</u>

The Applicant's rights to substantive and procedural due process is protected by the California Constitution.[12] This includes adjudication of land use issues free from arbitrary, capricious, or discriminatory determinations by City staff.[13] On several occasions, the City's management of this matter indicate violations of AEP's

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[8] SGMC § 11.55.040(D).

[9] SGMC § 11.55.040(D).

[10] SGMC § 11.55.040(D).

[11] On June 18, 2024, AEP submitted proposed terms for a Development Agreement that would phase out the current use over time while the parties worked together to identify viable alternative uses.

[12] Cal. Const. art I §7.

[13] *Arnel Development Co. v. City of Costa Mesa* (1981)126 Cal.App3d 330, 335-6 (A city cannot unfairly discriminate against a particular parcel of land, and the courts may properly inquire as to whether the scheme of classification has been applied fairly and impartially in each instance.") *Wilkins v. City of San Bernardino*, (1946) 29 Cal.2d 332, 338; *City of Orange v. Valenti* (1974) 37 Cal.App.3d 240, 243.

constitutional right to due process. This issue has been raised in previous correspondence, but more recently, on or around March 19, 2024, we were asked to file a request for a Zone Change and General Plan Amendment by City representatives. After months of follow-up correspondence with the City, we filed the application on October 14, 2024. Although our office has been in consistent contact with the City since filing the application, the City did not acknowledge receipt of the application, assign a planner, or begin processing the application until January, 2025 – nearly 2.5 months after filing. Similarly, at the request of City representatives, AEP submitted proposed terms for a Development Agreement that would phase out the current use. We shared this proposal on June 18, 2024, but have not received feedback from the City on the terms.

On May 17, 2024, our office requested specific documents relating to the City's misstatements during a May 2, 2024 Planning Commission hearing, and made several inquiries about the City's allegations regarding changes to the SGMC. Although it took the City several months to provide responsive documents, the City was unable to provide most of the documents that we requested, including previous iterations of the code and older business licenses. In addition, we did not receive responses to our questions about the previous code changes. Our office located some of these records independently, and immediately shared them with the City. The Director's Determination cites a 1988 change to the SGMC that required a Conditional Use Permit – This information was specifically requested by my office on May 17, 2024, but never provided in the City's responsive documents. In addition, where, as here, the uses on the Property were established in 1973, subsequent entitlement requirements from 1988 would apply only to new uses or facilities. We have provided substantial documentation that the previous uses on the Property, including metal recycling and truck trailer and container storage were allowed by right at the time they were established in 1973. Finally, as noted above, the Director's Determination does not substantiate several of the City's claims, as required in the code, and adopts an interpretation of the City's legal nonconforming use provisions that is inconsistent with the code language and is unique to AEP's property. Based on publicly-available information and the documents provided by the City, the City's treatment of this Property is unique and arguably arbitrary, capricious, and inconsistent with Constitutional due process requirements.

c. Termination of the Legal Nonconforming Use is a *de facto* Regulatory Taking.

The City's 2015 Zone Change and General Plan Amendment changed the zoning on the Property from "M3" – Heavy Manufacturing to "IF" -Industrial Flex, within Subarea 1 of the South Gate College District – a sub district created by the 2015 General Plan Amendment. However, the 2015 changes to the General Plan severely restrict future uses on the Property – many of which are not immediately viable because of the Property location and unique characteristics. For this reason, the SGMC and the General Plan specifically prioritize protecting existing businesses as noted above until alternative uses are identified.

Although the IF zone allows a small range of uses, such as research and development facilities, mixed-use and residential uses, these uses are severely limited by the South Gate College District designation. In this subdistrict, the only uses permitted are civic/institutional facilities, open space, office/research and development and light industrial uses. Residential uses are not permitted, and retail uses are discouraged. The General Plan explains that this subdistrict was designed to be a redevelopment in partnership with local community college districts, only to be executed after the City prepared a Specific Plan or Precise Plan together with a community college partner.[14] The purpose of this Specific Plan/Precise Plan was to identify viable alternative uses on the Property *prior* to phasing out the existing use. The City has had 10 years to initiate preliminary planning stages. However, to date, the City has prepared no such plan. For this reason, we included market studies and milestones in the DA proposal to help the City complete this preliminary requirement for redevelopment.

AEP has worked diligently and in good faith with the City to propose solutions that achieve its long-term vision for the Property. However, immediate transition to these uses is not feasible or practical.

The Property is surrounded by heavy industrial uses on 3 sides, including metal fabrication facilities, automotive repair yards, train tracks, warehouses, and similar uses. In addition, we understand from County representatives that adjacent property to the east (bordered by residential uses in South Gate) is slated for development of an additional warehouse facility – meaning that all four sides of the Property will eventually be bordered by heavy industrial uses. The majority of these uses are located outside of the City's jurisdiction.

The Property is also restricted pursuant to an agreement with the Department of Toxic Substances Control ("DTSC"). Pursuant to this agreement, the South Gate portion of the Property may not be used for residential uses, or for educational facilities for persons under 18 years of age. A copy of these restrictions is attached as Exhibit A. This means that prior to creating the Specific Plan or Precise Plan anticipated in the General Plan, coordination with DTSC on the proposed use, protection measures, and additional restrictions would need to be factored into an appropriate phase-out term that allows productive use of the Property while a viable future use or development partner is identified. For this reason, the General Plan does not allow immediate termination of existing uses.

In addition, the General Plan subdistrict designation appears to preclude any use that is not affiliated with a community college district. In light of the status of the Specific Plan/Precise Plan, the surrounding heavy industrial uses that are not subject to South Gate's jurisdiction, and additional use restrictions from DTSC – terminating the current use without a bridge solution would result in indefinite vacancy and a *de facto* regulatory taking.

[14] General Plan, Community Design Element, Policy P.2.

d. The City Has Not Considered the Environmental Consequences Resulting from the Termination of the Existing Land Use in Favor of Alternative Land Uses Inconsistent with the Requirements of CEQA.

The City's termination of the long-standing use of the AEP property effectively changes the AEP property's land use designation in a way that is clearly intended to alter development patterns. Such changes would likely result in new significant environmental impacts, or at a minimum, would increase the severity of effects which may have been identified previously. For example, the land uses permitted by the South Gate College District designation (*e.g.*, civic/institutional facilities, open space, office/research and development and light industrial uses) will change the type and frequency of vehicles accessing the AEP Property and general area. This is, of course, why the General Plan envisioned the South Gate College subdistrict would be supported by a Specific Plan or Precise Plan which would comply with CEQA.

As mentioned previously however, no Specific Plan/Precise Plan to identify viable alternative uses on the AEP Property prior to phasing out the existing use has been completed and as such, no environmental analysis under CEQA in support of said Specific Plan/Precise Plan has been prepared. To terminate the long-standing land use at the AEP Property prior to completing this Specific Plan/Precise Plan and analyzing the environmental impacts of same is inconsistent with a core tenet of CEQA that environmental review must precede the approval of a definite course of action by the City.

Here, the City's termination of the existing land uses at the AEP Property in favor of alternative land uses whose environmental impacts have not been evaluated violates the requirements of CEQA.

III. Conclusion

AEP remains dedicated to reaching a resolution with the City via the pending ZC/GPA application, revisiting the proposed DA terms, or such other structure that the Parties deem appropriate. We are available to coordinate a meeting to discuss additional options at your earliest convenience.

Sincerely,

Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

cc:
Alan Engle, Alameda Engle Properties, LLC
Jason Engle, Alameda Engle Properties, LLC
Daniel Otting, Fleet Yards
Rob Houston, City Manager
Raul Salinas, City Attorney
James Eckart, City Prosecutor

EXHIBIT A

RECORDING REQUESTED
BY:

Alameda Engle Properties LLC
8440 South Alameda Street
Los Angeles, California 90001

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, California 91311
Attention: Sayareh Amirebrahimi
Branch Chief, Cleanup Program

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Los Angeles, Assessor's Parcel Number: 6202-036-003
Site Name: Engle Southern Parcel
Site Code: 301249

This Land Use Covenant and Agreement ("Covenant") is made by and between Alameda Engle Properties LLC (the "Covenantor"), the current owner of property located at 8530 South Alameda Street, South Gate, in the County of Los Angeles, State of California, Assessor's Parcel Number 6202-036-003 (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I

STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 6.8 acres, is more particularly described in the attached Exhibit A, "Legal Description", and depicted in Exhibit B, "Site Location Map." The Property is located in the area now generally bounded by Los Angeles County Assessor's Parcel Number 6202-036-004 to the north (the Engle Northern Parcel), a former railroad spur south of Santa Fe Avenue to the east, a railroad spur north of Los Angeles County Assessor's Parcel Number 6204-034-002 to the south, and a railroad along South Alameda Street to the west. The Property is also identified as County of Los Angeles, Assessor's Parcel Number 6202-036-003.

1.2. Investigation of Property. This Property has been investigated under the Department's oversight. The Department approved a Site Investigation Workplan and an Addendum to the Workplan in accordance with Health and Safety Code, division 20, chapter 6.8. The investigation activities conducted at the Property include soil, soil vapor and ground water testing. Hazardous substances in soil, soil vapor, and groundwater remain at the Property above levels acceptable for unrestricted use. Specifically, the following hazardous substances have been found: 1) in soil, arsenic up to 205 mg/kg (ppm), 2) in soil vapor, vinyl chloride up to 22.5 ug/L (ppb) and tetrachloroethene up to 248 ug/L, and 3) in groundwater, cis-1,2-dichloroethene up to 480 ug/L and vinyl chloride up to 44 ug/L.

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous substances, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II

DEFINITIONS

2.1. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.3. Improvements. "Improvements" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5. Occupant. "Occupant" or "Occupants" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.6. Owner. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees.

Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4. Conveyance of Property. The Owner and new Owner shall provide Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant) to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The Notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor's Parcel Number, each such Assessor's Parcel Number that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval by the Department:

(a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.

(b) A hospital for humans.

(c) A public or private school for persons under 18 years of age.

(d) A day care center for children.

4.2. Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

(a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.

(b) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.3. Prohibited Activities. The following activities shall not be conducted at the Property:

(a) Drilling for any water, oil, or gas without prior written approval by the Department.

(b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.

(c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, monitoring, operation or maintenance system *(e.g., cap, vapor extraction system, monitoring system, groundwater extraction system)* or activity required for the Property without prior written approval of the Department.

4.4. Access for Department. The Department shall have reasonable right of

ATTACHMENT D

SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

November 15 , 2023

VIA ELECTRONIC MAIL

Mayor del Pilar Avalos
City of South Gate
8650 California Avenue
Council Chambers
South Gate, CA 90280

Re: Request for Appeal & Determination of Legal Nonconforming Use

Dear Mayor del Pilar Avalos and Honorable City Councilmembers,

Our firm represents Alameda Engle Properties, LLC ("AEP"), the owners of real property located at 8530 Alameda Street in City of South Gate ("City"), California (the "Property").

AEP operated a recycling facility on the Property, including storage of truck trailers/containers, starting the early 1970s. Fleet Yards, Inc. ("Fleet Yards") is the current tenant on the Property, and has been storing truck trailers/containers on the Property since 2020 pursuant to a Temporary Use Permit ("TUP") at the recommendation and requirement of the City's previous Director of Community Development. As noted in our previous correspondence to the Planning Commission, the City Attorneys and to Planning Staff, this use has been a consistent part of the site operations for over 50 years and is a legal nonconforming use. On December 20, 2022, the Current Director of Community Development denied the extension of the TUP on the grounds that the City erred in issuing the TUP, and alleged that the legal nonconforming use had been abandoned. Notwithstanding the City's error in issuing the TUP, the existing truck trailer and container storage use is preserved as legal and nonconforming. On January 26, 2023, AEP submitted a letter appealing the Director's decision to the South Gate City Planning Commission ("CPC").

On April 27, 2023 City Attorney, Craig Hardwick, notified us that the legal nonconforming use issue is not related to the TUP extension, and would not be considered as part of the TUP hearing. However, the current Director of Community Development alleged that the legal nonconforming use had been abandoned in her

December 20, 2022 correspondence denying the TUP extension. Ms. Elguira made similar statements regarding the legal nonconforming use during the May 2, 2023 appeal hearing before the City Planning Commission ("CPC Hearing"). Thus, the scope of the legal nonconforming use is at the center of this appeal ("Appeal").

During the CPC Hearing, the Planning Commission denied the appeal in a close, 3-2 decision. However, the Commissioners instructed Planning Staff to work together with our clients to resolve the legal nonconforming issue given the decades of successful business operations on the Property.

Our firm sent letters explaining justification for the Appeal on April 27, 2023, and a supplemental letter appealing the CPC's decision on May 16, 2023 (Exhibits A & B, respectively). In a letter dated May 16, 2023, The current Director of Community Development, asserted that an appeal of the TUP decision to the City Council was "not available" notwithstanding the appeal provisions in the South Gate Municipal Code ("SGMC"). Ms. Elguira's May 16, 2023 letter is attached hereto as Exhibit C.

Since then, we have been working closely with the City Attorney's office to provide evidence of truck trailer and container storage on the Property dating back to the early 1970s. After waiting several months for the City's response to our Public Records Act request, our office submitted comprehensive documentation of truck trailer and container storage use over several decades at the property to the City on August 17, 2023, attached hereto as Exhibit D. Ms. Elguira has provided no response to that letter, and has not made a formal determination on the legal nonconforming use issue as required by the SGMC.[1]

On November 3, 2023, our office received a letter from the City Prosecutor requesting our clients to again submit appeal documentation of the CPC"s May 2, 2023 decision regarding the TUP. In order to preserve our clients' rights, we are writing for a second time to appeal the CPC's determination., and to request that the City:

a. Accept this second appeal of the City Planning Commission's May 2, 2023 denial of our request to extend the TUP;
b. Require that the Director comply with her obligations under the SGMC to issue a determination on the legal nonconforming use;
c. Acknowledge that truck trailer and container storage has been a legal nonconforming use on the property, as demonstrated in the August 17 letter and supporting Exhibits; and
d. Allow Fleet Yards to continue its truck trailer/container storage operations pursuant to that use.

[1] Section 11.55.070 of the SGMC provides that the Director must issue a determination when a specific use has lost its legal nonconforming status. SGMC § 11.55.070.A The determination may then be appealed to the City Planning Commission. As of the date of this letter, we have not received any such determination from Ms. Elguira, or a response to our August 17, 2023 letter.

Justification for these requests is well-documented, as explained in the attached exhibits, and in the appellants' presentation materials dated May 2, 2023, attached hereto as Exhibit E. We reserve the right to submit additional justification prior to the City Council hearing.

Please contact my office if you have any questions.

Sincerely,



Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

cc: James Eckart
Raul Salinas
Craig Hardwick
Meredith Elguira
Yalini Siva
Jason Engle
Alan Engle
Dan Otting
Tommy Newcomer

EXHIBIT A

SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

April 27, 2023

VIA ELECTRONIC MAIL
City of South Gate
8650 California Ave
South Gate CA, 90280

Re: 8530 Alameda Street – Appeal of Director's Denial of TUP Extension

Dear Chairperson Delgado, and Honorable Members of the City Planning Commission,

Our firm represents Alameda Engle Properties, LLC ("AEP"), the owners of real property located at 8530 Alameda Street in City of South Gate ("City"), California (the "Property").

AEP historically operated a recycling facility on the Property, including storage of truck trailers, since the early 1970s. Fleet Yards, Inc. ("Fleet Yards") is the current tenant on the Property, and has been storing truck trailers on the Property since 2020. The truck trailer storage use has been continuous on the Property during the AEP operations and subsequent Fleet Yards operations. As a family-owned business and longstanding member of the South Gate community, AEP is dedicated to working alongside its neighbors, fellow stakeholders, and the City to amicably resolve the City's concerns regarding historic uses on the Property.

We are writing to clarify the scope and nature of the operations on the Property and respectfully request that:

a. The City acknowledge the existing legal nonconforming use; and
b. The City allow Fleet Yards to continue its truck trailer storage operations pursuant to that use; or
c. In the alternative, that the City honor its previous commitments regarding the TUP extensions in light of City staff's error in requiring the TUP.

1. Background

At the recommendation of Joe Perez, the Director of Community Development at the time, on July 16, 2020, Fleet Yards obtained a Temporary Use Permit ("TUP") for truck trailer use on the Property, subject to six conditions. The City made several commitments to AEP and to Fleet Yards during the discussions leading to the TUP, including that the TUP would be extended annually and that the City would consider additional extensions in the future. The purpose of the TUP was to allow the City to explore its priorities for development of education facilities at or around the Property. We understand that many of these projects have been substantially delayed because of setbacks caused by the COVID-19 Pandemic, changing real estate market conditions, declining attendance for in-person academic programs, and environmental conditions in the Property vicinity. On December 20, 2022, the current Community Development Director informed Fleet Yards that the City would no longer consider the TUP extension because of the City's misapplication of the South Gate Municipal Code ("SGMC") and because the conditions of approval have been violated. On January 26, 2023, AEP informed the City that they would be appealing the determination.[1]

2. Truck Trailer Storage is a Legal & Nonconforming Use at the Property

a. The City has Authority to Remedy the Previous Administration's Errant Requirements for a TUP.

The SGMC states that "nonconforming industrial uses may continue in use in any zone where they were legally established." SGMC § 11.55.030.E. AEP, and later, Fleet Yards have been operating a recycling facility, including truck trailer storage at the Property since the early 1970s. Fleet Yards obtained a TUP only at the City's direction and recommendations as a demonstration of their good faith efforts to comply with City policies and procedures. The original TUP and TUP extensions were not necessary because the truck trailer storage is an ongoing legal nonconforming use with over 50 years of history between the two operators on the Property. Fleet Yards agreed to the TUP only to demonstrate its willingness to work with the City regarding a shared vision for additional education facilities in South Gate. We understand that the zoning on the Property was only recently changed to "Industrial Flex."

We also understand that the City's did not issue certificates of occupancy regularly during the early 1970s when the operations started at the Property. However, we have attached the following documents that establish consistent storage of tractor trailers long before the zone change on the Property:

- A July 1, 2019, Business License to Jack Engle authorizing "outside storage" at 8530 Alameda Street since April 18, 1977;[2]

[1] Please note that the 2022 Rejection Letter failed to disclose the owner's appeal rights and the City's policies and procedures to file the appeal.
[2] See Exhibit A.

- Aerial Photos showing tractor trailers on the site dating back to 2012;[3]
- Documentation of Utility payments dating back to 2016;[4]
- A sewerage system connection fee invoice from the Los Angeles County Sanitation District dating back to 2007;
- An invoice from the South Coast Air Quality Management District for operations on the Property dating back to 2011.[5]

These documents demonstrate that the industrial operations on the Property, including truck trailer storage have been operating consistently for decades. For these reasons, we respectfully request that the City acknowledge that truck trailer storage is a legal nonconforming use on the Property.

b. <u>The Legal Nonconforming Use has Not Been Abandoned or Discontinued, and the Right to Continue is Protected and Preserved Pursuant to the South Gate Municipal Code.</u>

The SGMC states that a legal nonconforming industrial use is preserved so long as it is not abandoned or discontinued for two consecutive calendar years. SGMC § 11.55.040.B. In determining whether a legal nonconforming use has been abandoned, the Director is to evaluate (i) the apparent intent of the owner to discontinue, (ii) whether furnishings equipment, or personal property have been removed, (iii) whether the use has been discontinued for a period of two years, (iv) whether there is an active business license and State Board of Equalization permit, and (v) whether there are active utilities accounts, including electricity, gas, water, and waste collection. SGMC § 11.55.040.D.1-2.

The SGMC specifically preserves legal nonconforming uses during transfers of ownership or tenancy. SGMC § 11.55.040.E. Although there are limitations on expansion, the nonconforming use provisions of the SGMC protect all established legal nonconforming uses under the code, regardless of the scope of the use.[6] There is no language in the SGMC indicating that a portion of a legal nonconforming use is abandoned due to the scope of the use at the time it is established.[7] The South Gate General Plan's Community Design Element ("General Plan") specifically anticipates legal nonconforming uses in the South Gate College District given the existing surrounding industrial uses. The General Plan also specifically requires that "[i]ndustrial and manufacturing uses ***should*** remain in the area" until such time that the college district expands.[8] (emphasis added).

Here, between the two operations on the Property, truck trailer storage has been a continuous use at the Property since 1973 -- notwithstanding hardships caused by the

[3] See Exhibit E1-E-4.
[4] See Exhibit C.
[5] See Exhibit D.
[6] SGMC §§ 11.55.030; 11.55.040
[7] *Id.* at 11.55.040.
[8] *South Gate General Plan: Community Design Element,* Policy P.6, pg. 106.

COVID-19 Pandemic, and by the City's error in requiring a TUP. AEP consistently held business licenses for the entirety of their operations on the Property.[9] Similarly, Fleet Yards has held a business license with the City for business operations including outdoor storage transportation, freight and cargo at its primary South Gate address at 4223 Independence Avenue, South Gate, CA 90280, but was informed that it did not need one for the Property. Although the scope and nature of operations for AEP and Fleet Yards were different, neither party ceased the truck trailer storage operations, vacated the premises, or terminated utility service at the Property for the requisite two consecutive year abandonment period. Documentation of consistent utilities payments are attached in **Exhibit C**. Aerial Photographs dating back to 2012 demonstrate that truck trailer storage has been a continuous use at the Property without substantial interruption.[10] In addition, Fleet Yards' intent to continue the legal nonconforming truck trailer storage use has been communicated to the City on multiple occasions, including in connection with the subsequent TUP extension.[11]

Based solely on this, Director Meredith Elguira's December 20, 2022 ("2022 Rejection Letter") communication that the use had been abandoned is inconsistent with the documents in the record, the open and continuous communications with the City declaring the intent to continue operations. In addition, preserving the legal nonconforming use is consistent with the policies in the General Plan. Truck trailer storage is an existing use on the Property and should not be displaced pursuant to General Plan policies. In addition, the Property is surrounded by industrial uses, and adjacent educational institutions have substantially delayed development plans due to environmental conditions in the Property vicinity, financing considerations, changes in class attendance, real estate market considerations and the COVID-19 Pandemic – indicating that forced changes in use within the South Gate College District at this time is inconsistent with the needs of the community. For these reasons, we respectfully request that the City acknowledge the substantial evidence indicating consistent truck trailer storage at the Property, and preservation of this use as legal and nonconforming.

c. Fleet Yards has Maintained an Active Business License with the City of South Gate Since 2014, and Cannot Obtain an Auxiliary Permit Without the City's Cooperation.

The SGMC states that lapse of a business license is one of many factors the City considers in determining whether the legal nonconforming use has been abandoned. Here, AEP maintained a business license for the entirety of its operations on the Property.[12] Fleet Yards has similarly maintained a business license with the City since 2014. AEP and Fleet Yards have maintained a good faith effort to comply with all City

[9] See Exhibit A.
[10] See Exhibit E.
[11] See January 26, 2023 letter from AEP to Chris Jeffers re TUP Extension, attached hereto as Exhibit F; September 27, 2022 Correspondence between Efren Martinez and Director Meredith Elguira regarding the legal nonconforming use on the Property, attached hereto as Exhibit G.
[12] See Exhibit A.

licensing policies and procedures, in addition to permits from other state and local jurisdictions.[13] However, on December 20, 2022 the City claimed that the business license had lapsed without reference to the existing licenses for the Fleet Yards operations. We understand that the City's position is that Fleet Yards requires a supplemental or auxiliary business license for its operations on the Property. However, to obtain a business license, an applicant must first obtain zoning clearance from the South Gate Planning Department. Based on communications from City staff, including the 2022 Rejection Letter, we understand that the City will not issue a zoning clearance because of the current zoning on the Property, notwithstanding the legal nonconforming use. It is inequitable to claim that the use has been abandoned due to lack of an auxiliary business permit when City staff members have indicated that they would not issue the prerequisite zoning clearance for that auxiliary business permit. For these reasons, in consideration of all of the determinative factors for abandonment, there is substantial evidence that the legal nonconforming use on the Property, including storage of tractor trailers has not been abandoned or discontinued.

d. Fleet Yards has Substantially Complied with all of the TUP Conditions.

On December 20, 2022, Director Meredith Elguira alleged that the TUP could not be extended because the conditions of approval had been violated. However, Fleet Yards has substantially complied with the TUP conditions to the extent feasible. On July 16, 2020, the City approved the TUP subject to the following conditions:

1. That the approved use be restricted to truck trailer storage only;
2. That the temporary use is approved for a term of one year, and that additional one-year extensions must be applied for at least 30 days prior to the expiration date of the previous term, for a period of 5 years;
3. That ingress and egress shall be only via Alameda Street;
4. That the number, size and height of truck trailers do not exceed those attached to the original approval;
5. That violations of these conditions or City laws could result in revocation of the TUP; and
6. That the property owner agree to all conditions in the form of a signed affidavit.

As explained above, AEP and later, Fleet Yards have used the Property continuously for truck trailer storage since 1973. Fleet Yards has used the Property for truck trailer storage since obtaining the TUP in July, 2020. The size, number, and height of the truck trailers as authorized in the TUP has not changed. Consistent with the requirements of the TUP, ingress and egress is permitted only on Alameda Street. Although the application for the TUP extension was missed in 2021 due to complications from the COVID-19 Pandemic, both AEP and Fleet Yards have been in consistent communication with the City regarding the nonconforming use on the Property. The owner's signed affidavit is attached as **Exhibit H**. The remaining condition cites

[13] *Id.*

violations of "City laws". As noted above, the City's cooperation is required to obtain an auxiliary business permit to supplement the active business license. For these reasons, we respectfully request that the City acknowledge that each of these conditions have been met to the extent possible.

3. Terminating the Legal Nonconforming Use Violates the Doctrine of Equitable Estoppel

The Doctrine of Equitable Estoppel was designed to promote fair and equitable business transactions. The doctrine is based on the principle that a party who has made a promise should be held accountable for it where reliance on the agreement was reasonable, and enforcement of the agreement is necessary to avoid injustice. *Drennan v. Star Paving Co.* (1958) 51 Cal.2d 409, 412-413; *Garcia v. World Sav. & Loan Assn.* (2010) 183 Cal.App.4th 1031,1037. Here, Fleet Yards only agreed to the TUP as a demonstration of good faith and willingness to work with the City regarding its vision for the community. Based on communications from City staff on July 8, 2020, in addition to the plain language of the TUP, the City was to consider additional extensions of the TUP in addition to the initial five-year term. In addition, both AEP and Fleet Yards agreed to the TUP as a measure of good faith and willingness to work with the City. It is inequitable for the City to renege on this agreement. AEP forwent multiple lucrative opportunities to sell the Property in reliance on the City's communications and the reasonable expectation that the City's permits, licenses, and representations are consistent notwithstanding changes in staff, changes in departmental priorities, and unilateral changes to the zoning code. If the City does not honor its prior commitments, both AEP and Fleet Yards will suffer substantial financial harm. In addition, this inconsistency in City policies discourages investment in our community and is a substantial deviation from the City's treatment of similarly situated legacy businesses.

4. Conclusion

For the reasons stated above, the equitable path forward is to acknowledge truck trailer storage on the Property as a preserved, legal nonconforming use in light of the substantial evidence supporting this finding, and the requirements of the General Plan. In the alternative, we respectfully request that the City reverse the Director's denial of the TUP extension. We understand that the City's position is that the TUP was issued in error. However, where, as here, immediately terminating the TUP causes substantial harm to the community, and there is substantial evidence supporting that the use is legal and nonconforming, we urge you to use this opportunity to make it right. As a further demonstration of good faith and willingness to work together, we respectfully request the City share any documentation indicating that the truck trailer storage is not authorized pursuant to the legacy operations on the Property, and procedures for obtaining a business permit zoning clearance where, as here, the use is legal nonconforming.

Please contact my office if you have any questions.

Sincerely,



Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

EXHIBIT B

Office of the
South Gate City Clerk
MAY 16 2023
FILED

SOMOS
LAW GROUP
304 South Broadway, Suite 350
Los Angeles, CA 90013

May 16, 2023

VIA ELECTRONIC MAIL

Maria del Pilar Avalos
Mayor, City of South Gate
8650 California Avenue
South Gate, CA 90280
Email:planninginfo@sogate.org

Re: 8530 Alameda Street – Appeal of CPC's Denial of TUP Extension

Dear Mayor del Pilar Avalos, and Honorable Members of City Council,

Our firm represents Alameda Engle Properties, LLC ("AEP"), the owners of real property located at 8530 Alameda Street in City of South Gate ("City"), California (the "Property"). AEP operated a recycling facility on the Property, including storage of truck trailers/containers, since the early 1970s. Fleet Yards, Inc. ("Fleet Yards") is the current tenant on the Property, and has been storing truck trailers/containers on the Property since 2020 pursuant to a Temporary Use Permit ("TUP") at the recommendation and requirement of the City's previous Director of Community Development. On December 20, 2023, the Current Director of Community Development denied the extension on the grounds that the City erred in issuing the TUP, and alleging that the legal nonconforming use had been abandoned. On January 26, 2023, AEP submitted a letter appealing the Director's decision to the South Gate City Planning Commission ("CPC").

Our firm sent a supplemental letter explaining justification for the appeal on April 27, 2023, ("Supplemental Letter") attached hereto as Exhibit A. On April 27, 2023 City Attorney, Craig Hardwick, kindly notified us that the legal nonconforming use issue is not related to the TUP extension. However, the current Director of Community Development alleged that the legal nonconforming use had been abandoned in her December 20, 2023 correspondence denying the TUP extension. Thus, the scope of the legal nonconforming use is at the center of this appeal ("Appeal"). On May 2, 2023, in a close, 3-2 decision, CPC denied the appeal of the Director's denial of the TUP

extension on the grounds that the TUP was issued in error.[1] The CPC did not make a determination on truck trailer/container storage as a legal nonconforming use at the Property. Immediately after the CPC hearing our office conferred regarding the path forward for the legal nonconforming use. Since the appeal hearing, we have been working with the City Attorney and the City Manager to reach a resolution.

In the interim, we are writing to appeal to CPC's denial of the TUP extensio. With regard to the Appeal, we respectfully request that City Council:

a. Acknowledge the existing legal nonconforming use, given the consistent truck trailer storage on the property since 1973; and
b. Allow Fleet Yards to continue its truck trailer/container storage operations pursuant to that use; or
c. In the alternative, postpone the City Council hearing on the appeal until we have had an opportunity to resolve the legal nonconforming use issue with the City Manager and City Attorney, which would moot the need for further appeal.

Justification for these requests is well-documented, as explained in the Supplemental Letter, the supporting exhibits to the Supplemental Letter, and in the appellants' presentation materials dated May 2, 2023. We are working with the City to obtain copies of additional supporting materials, and reserve the right to submit additional justification prior to the City Council hearing.

Please contact my office if you have any questions.

Sincerely,

Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

[1] A copy of appellants' presentation materials during the May 2, 2023 CPC hearing are attached as Exhibit B.

cc:
Yalini Silva
Meredith Elguira
Vice Mayor Gil Hurtado
Councilmember Maria Davila
Councilmember Al Rios
Councilmember Joshua Barron
Raquel Larios

EXHIBIT A

SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

April 27, 2023

VIA ELECTRONIC MAIL
City of South Gate
8650 California Ave
South Gate CA, 90280

Re: 8530 Alameda Street – Appeal of Director's Denial of TUP Extension

Dear Chairperson Delgado, and Honorable Members of the City Planning Commission,

Our firm represents Alameda Engle Properties, LLC ("AEP"), the owners of real property located at 8530 Alameda Street in City of South Gate ("City"), California (the "Property").

AEP historically operated a recycling facility on the Property, including storage of truck trailers, since the early 1970s. Fleet Yards, Inc. ("Fleet Yards") is the current tenant on the Property, and has been storing truck trailers on the Property since 2020. The truck trailer storage use has been continuous on the Property during the AEP operations and subsequent Fleet Yards operations. As a family-owned business and longstanding member of the South Gate community, AEP is dedicated to working alongside its neighbors, fellow stakeholders, and the City to amicably resolve the City's concerns regarding historic uses on the Property.

We are writing to clarify the scope and nature of the operations on the Property and respectfully request that:

a. The City acknowledge the existing legal nonconforming use; and
b. The City allow Fleet Yards to continue its truck trailer storage operations pursuant to that use; or
c. In the alternative, that the City honor its previous commitments regarding the TUP extensions in light of City staff's error in requiring the TUP.

1. Background

At the recommendation of Joe Perez, the Director of Community Development at the time, on July 16, 2020, Fleet Yards obtained a Temporary Use Permit ("TUP") for truck trailer use on the Property, subject to six conditions. The City made several commitments to AEP and to Fleet Yards during the discussions leading to the TUP, including that the TUP would be extended annually and that the City would consider additional extensions in the future. The purpose of the TUP was to allow the City to explore its priorities for development of education facilities at or around the Property. We understand that many of these projects have been substantially delayed because of setbacks caused by the COVID-19 Pandemic, changing real estate market conditions, declining attendance for in-person academic programs, and environmental conditions in the Property vicinity. On December 20, 2022, the current Community Development Director informed Fleet Yards that the City would no longer consider the TUP extension because of the City's misapplication of the South Gate Municipal Code ("SGMC") and because the conditions of approval have been violated. On January 26, 2023, AEP informed the City that they would be appealing the determination.[1]

2. Truck Trailer Storage is a Legal & Nonconforming Use at the Property

a. The City has Authority to Remedy the Previous Administration's Errant Requirements for a TUP.

The SGMC states that "nonconforming industrial uses may continue in use in any zone where they were legally established." SGMC § 11.55.030.E. AEP, and later, Fleet Yards have been operating a recycling facility, including truck trailer storage at the Property since the early 1970s. Fleet Yards obtained a TUP only at the City's direction and recommendations as a demonstration of their good faith efforts to comply with City policies and procedures. The original TUP and TUP extensions were not necessary because the truck trailer storage is an ongoing legal nonconforming use with over 50 years of history between the two operators on the Property. Fleet Yards agreed to the TUP only to demonstrate its willingness to work with the City regarding a shared vision for additional education facilities in South Gate. We understand that the zoning on the Property was only recently changed to "Industrial Flex."

We also understand that the City's did not issue certificates of occupancy regularly during the early 1970s when the operations started at the Property. However, we have attached the following documents that establish consistent storage of tractor trailers long before the zone change on the Property:

- A July 1, 2019, Business License to Jack Engle authorizing "outside storage" at 8530 Alameda Street since April 18, 1977;[2]

[1] Please note that the 2022 Rejection Letter failed to disclose the owner's appeal rights and the City's policies and procedures to file the appeal.
[2] See Exhibit A.

- Aerial Photos showing tractor trailers on the site dating back to 2012;[3]
- Documentation of Utility payments dating back to 2016;[4]
- A sewerage system connection fee invoice from the Los Angeles County Sanitation District dating back to 2007;
- An invoice from the South Coast Air Quality Management District for operations on the Property dating back to 2011.[5]

These documents demonstrate that the industrial operations on the Property, including truck trailer storage have been operating consistently for decades. For these reasons, we respectfully request that the City acknowledge that truck trailer storage is a legal nonconforming use on the Property.

b. The Legal Nonconforming Use has Not Been Abandoned or Discontinued, and the Right to Continue is Protected and Preserved Pursuant to the South Gate Municipal Code.

The SGMC states that a legal nonconforming industrial use is preserved so long as it is not abandoned or discontinued for two consecutive calendar years. SGMC § 11.55.040.B. In determining whether a legal nonconforming use has been abandoned, the Director is to evaluate (i) the apparent intent of the owner to discontinue, (ii) whether furnishings equipment, or personal property have been removed, (iii) whether the use has been discontinued for a period of two years, (iv) whether there is an active business license and State Board of Equalization permit, and (v) whether there are active utilities accounts, including electricity, gas, water, and waste collection. SGMC § 11.55.040.D.1-2.

The SGMC specifically preserves legal nonconforming uses during transfers of ownership or tenancy. SGMC § 11.55.040.E. Although there are limitations on expansion, the nonconforming use provisions of the SGMC protect all established legal nonconforming uses under the code, regardless of the scope of the use.[6] There is no language in the SGMC indicating that a portion of a legal nonconforming use is abandoned due to the scope of the use at the time it is established.[7] The South Gate General Plan's Community Design Element ("General Plan") specifically anticipates legal nonconforming uses in the South Gate College District given the existing surrounding industrial uses. The General Plan also specifically requires that "[i]ndustrial and manufacturing uses ***should*** remain in the area" until such time that the college district expands.[8] (emphasis added).

Here, between the two operations on the Property, truck trailer storage has been a continuous use at the Property since 1973 -- notwithstanding hardships caused by the

[3] See Exhibit E1-E-4.
[4] See Exhibit C.
[5] See Exhibit D.
[6] SGMC §§ 11.55.030; 11.55.040
[7] *Id.* at 11.55.040.
[8] *South Gate General Plan: Community Design Element*, Policy P.6, pg. 106.

COVID-19 Pandemic, and by the City's error in requiring a TUP. AEP consistently held business licenses for the entirety of their operations on the Property.[9] Similarly, Fleet Yards has held a business license with the City for business operations including outdoor storage transportation, freight and cargo at its primary South Gate address at 4223 Independence Avenue, South Gate, CA 90280, but was informed that it did not need one for the Property. Although the scope and nature of operations for AEP and Fleet Yards were different, neither party ceased the truck trailer storage operations, vacated the premises, or terminated utility service at the Property for the requisite two consecutive year abandonment period. Documentation of consistent utilities payments are attached in **Exhibit C**. Aerial Photographs dating back to 2012 demonstrate that truck trailer storage has been a continuous use at the Property without substantial interruption.[10] In addition, Fleet Yards' intent to continue the legal nonconforming truck trailer storage use has been communicated to the City on multiple occasions, including in connection with the subsequent TUP extension.[11]

Based solely on this, Director Meredith Elguira's December 20, 2022 ("2022 Rejection Letter") communication that the use had been abandoned is inconsistent with the documents in the record, the open and continuous communications with the City declaring the intent to continue operations. In addition, preserving the legal nonconforming use is consistent with the policies in the General Plan. Truck trailer storage is an existing use on the Property and should not be displaced pursuant to General Plan policies. In addition, the Property is surrounded by industrial uses, and adjacent educational institutions have substantially delayed development plans due to environmental conditions in the Property vicinity, financing considerations, changes in class attendance, real estate market considerations and the COVID-19 Pandemic – indicating that forced changes in use within the South Gate College District at this time is inconsistent with the needs of the community. For these reasons, we respectfully request that the City acknowledge the substantial evidence indicating consistent truck trailer storage at the Property, and preservation of this use as legal and nonconforming.

c. Fleet Yards has Maintained an Active Business License with the City of South Gate Since 2014, and Cannot Obtain an Auxiliary Permit Without the City's Cooperation.

The SGMC states that lapse of a business license is one of many factors the City considers in determining whether the legal nonconforming use has been abandoned. Here, AEP maintained a business license for the entirety of its operations on the Property.[12] Fleet Yards has similarly maintained a business license with the City since 2014. AEP and Fleet Yards have maintained a good faith effort to comply with all City

[9] See Exhibit A.
[10] See Exhibit E.
[11] See January 26, 2023 letter from AEP to Chris Jeffers re TUP Extension, attached hereto as Exhibit F; September 27, 2022 Correspondence between Efren Martinez and Director Meredith Elguira regarding the legal nonconforming use on the Property, attached hereto as Exhibit G.
[12] See Exhibit A.

licensing policies and procedures, in addition to permits from other state and local jurisdictions.[13] However, on December 20, 2022 the City claimed that the business license had lapsed without reference to the existing licenses for the Fleet Yards operations. We understand that the City's position is that Fleet Yards requires a supplemental or auxiliary business license for its operations on the Property. However, to obtain a business license, an applicant must first obtain zoning clearance from the South Gate Planning Department. Based on communications from City staff, including the 2022 Rejection Letter, we understand that the City will not issue a zoning clearance because of the current zoning on the Property, notwithstanding the legal nonconforming use. It is inequitable to claim that the use has been abandoned due to lack of an auxiliary business permit when City staff members have indicated that they would not issue the prerequisite zoning clearance for that auxiliary business permit. For these reasons, in consideration of all of the determinative factors for abandonment, there is substantial evidence that the legal nonconforming use on the Property, including storage of tractor trailers has not been abandoned or discontinued.

d. Fleet Yards has Substantially Complied with all of the TUP Conditions.

On December 20, 2022, Director Meredith Elguira alleged that the TUP could not be extended because the conditions of approval had been violated. However, Fleet Yards has substantially complied with the TUP conditions to the extent feasible. On July 16, 2020, the City approved the TUP subject to the following conditions:

1. That the approved use be restricted to truck trailer storage only;
2. That the temporary use is approved for a term of one year, and that additional one-year extensions must be applied for at least 30 days prior to the expiration date of the previous term, for a period of 5 years;
3. That ingress and egress shall be only via Alameda Street;
4. That the number, size and height of truck trailers do not exceed those attached to the original approval;
5. That violations of these conditions or City laws could result in revocation of the TUP; and
6. That the property owner agree to all conditions in the form of a signed affidavit.

As explained above, AEP and later, Fleet Yards have used the Property continuously for truck trailer storage since 1973. Fleet Yards has used the Property for truck trailer storage since obtaining the TUP in July, 2020. The size, number, and height of the truck trailers as authorized in the TUP has not changed. Consistent with the requirements of the TUP, ingress and egress is permitted only on Alameda Street. Although the application for the TUP extension was missed in 2021 due to complications from the COVID-19 Pandemic, both AEP and Fleet Yards have been in consistent communication with the City regarding the nonconforming use on the Property. The owner's signed affidavit is attached as **Exhibit H**. The remaining condition cites

[13] *Id.*

violations of "City laws". As noted above, the City's cooperation is required to obtain an auxiliary business permit to supplement the active business license. For these reasons, we respectfully request that the City acknowledge that each of these conditions have been met to the extent possible.

3. Terminating the Legal Nonconforming Use Violates the Doctrine of Equitable Estoppel

The Doctrine of Equitable Estoppel was designed to promote fair and equitable business transactions. The doctrine is based on the principle that a party who has made a promise should be held accountable for it where reliance on the agreement was reasonable, and enforcement of the agreement is necessary to avoid injustice. *Drennan v. Star Paving Co.* (1958) 51 Cal.2d 409, 412-413; *Garcia v. World Sav. & Loan Assn.* (2010) 183 Cal.App.4th 1031,1037. Here, Fleet Yards only agreed to the TUP as a demonstration of good faith and willingness to work with the City regarding its vision for the community. Based on communications from City staff on July 8, 2020, in addition to the plain language of the TUP, the City was to consider additional extensions of the TUP in addition to the initial five-year term. In addition, both AEP and Fleet Yards agreed to the TUP as a measure of good faith and willingness to work with the City. It is inequitable for the City to renege on this agreement. AEP forwent multiple lucrative opportunities to sell the Property in reliance on the City's communications and the reasonable expectation that the City's permits, licenses, and representations are consistent notwithstanding changes in staff, changes in departmental priorities, and unilateral changes to the zoning code. If the City does not honor its prior commitments, both AEP and Fleet Yards will suffer substantial financial harm. In addition, this inconsistency in City policies discourages investment in our community and is a substantial deviation from the City's treatment of similarly situated legacy businesses.

4. Conclusion

For the reasons stated above, the equitable path forward is to acknowledge truck trailer storage on the Property as a preserved, legal nonconforming use in light of the substantial evidence supporting this finding, and the requirements of the General Plan. In the alternative, we respectfully request that the City reverse the Director's denial of the TUP extension. We understand that the City's position is that the TUP was issued in error. However, where, as here, immediately terminating the TUP causes substantial harm to the community, and there is substantial evidence supporting that the use is legal and nonconforming, we urge you to use this opportunity to make it right. As a further demonstration of good faith and willingness to work together, we respectfully request the City share any documentation indicating that the truck trailer storage is not authorized pursuant to the legacy operations on the Property, and procedures for obtaining a business permit zoning clearance where, as here, the use is legal nonconforming.

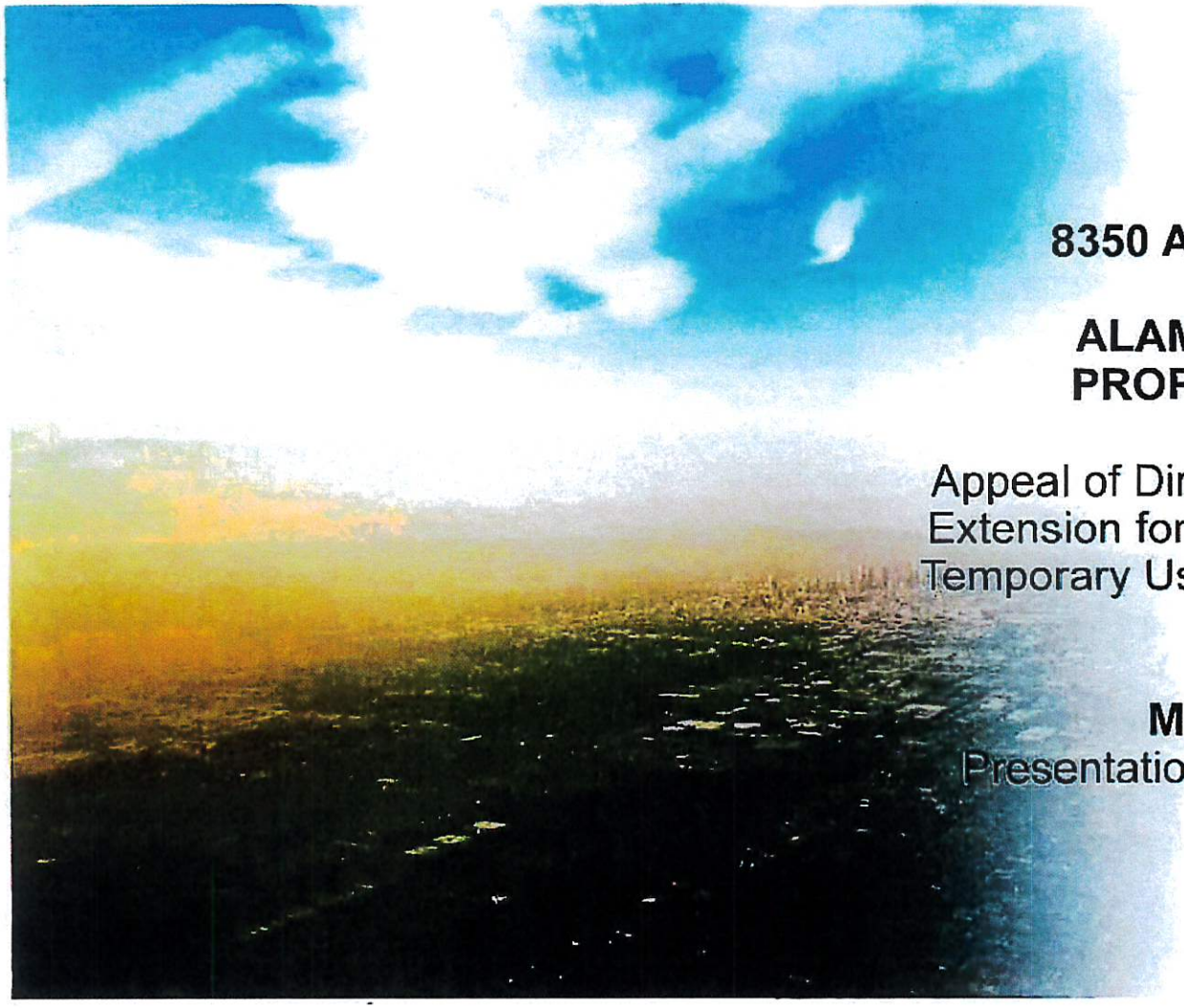
Please contact my office if you have any questions.

Sincerely,



Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

EXHIBIT B



8350 Alameda Street

ALAMEDA ENGLE PROPERTIES, LLC

Appeal of Director's Denial of TUP Extension for Truck Trailer Storage Temporary Use Permit No. 2020-01

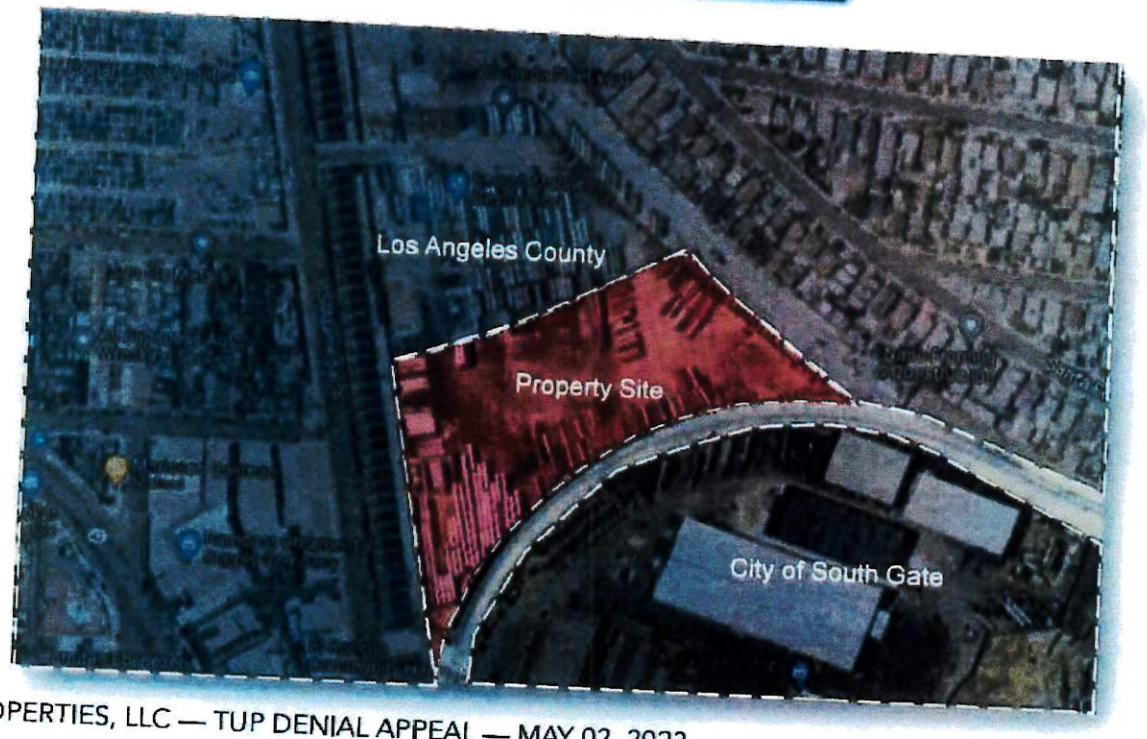
May 2, 2023

Presentation by Alfred Fraijo Jr.

SOMOS

172

8530 Alameda Street



SOMOS

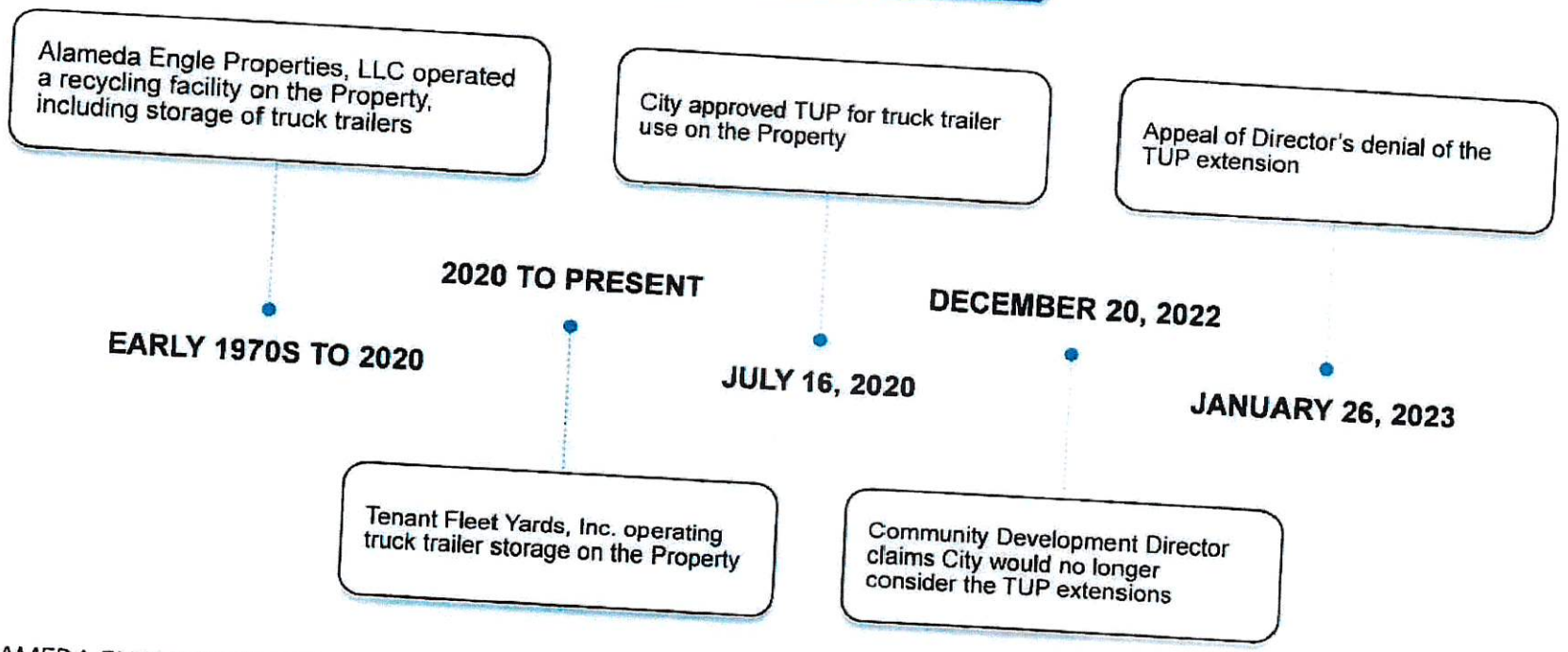
173

Request to Extend the TUP

- Pursuant to TUP Condition No. 2 and the City Planning Commission's review authority of the appeal, the Commission can grant a modest 60-day extension of the TUP to permit the Appellant and City to review the legal nonconforming use determination.

- Alternatively, Commission can opt to postpone its determination on the TUP extension until after the Planning Division completes its reviewing of the legal nonconforming use determination.

Project Timeline



SOMOS

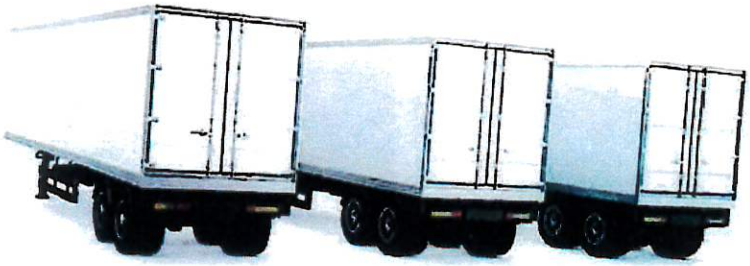
Compliance with All TUP Conditions

Conditions of Approval	Complies?
1. The approved temporary use for the site is restricted to truck trailer storage only	☑
2. The temporary use is approved for a term of one year. Additional one-year extensions will be considered for approval for up to a maximum of 5 years. Additional extensions will be determined based on compliance with conditions and written verification from owner that they are in the process of developing, selling, and/or working with LACCD or developer on a housing development project	☑
3. Egress and ingress shall only be via Alameda Street	☑
4. Operations shall be limited to the number, size, and height of truck trailers provided in the TUP	☑
5. Any violations of the conditions or City laws could result in revocation of TUP	☑
6. All conditions shall be agreed to by owner in a signed and notarized affidavit	☑

SOMOS

Truck Trailer Storage is a Legal Nonconforming Use

- The legal nonconforming use issue is dispositive for the future uses on the Property and informs the need for the TUP and subsequent TUP extensions.
- South Gate Municipal Code (SGMC) – "nonconforming industrial uses may continue in use in any zone where they were legally established." SGMC § 11.55.030.E.
- Legal nonconforming industrial use is preserved so long as it is **not abandoned or discontinued** for two consecutive calendar years. SGMC § 11.55.040.B.



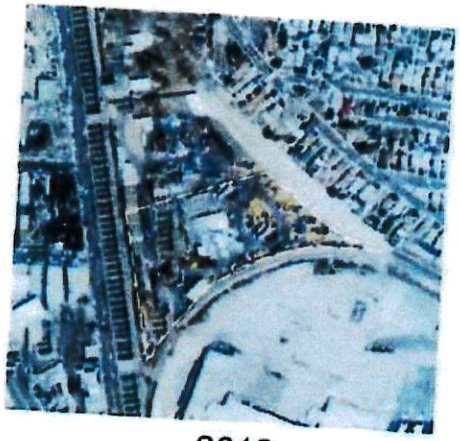
Truck Trailer Storage



SOMOS

LL1

Historic Aerial Photographs



2012



2018



2020



2022

SOMOS

9L1

50+ Years of Continuous Truck Trailer Storage Use



Director Shall Evaluate
All of the Following to Determine that a Legal Nonconforming Use is Abandoned:

1. Owner's Intent
2. Furnishings Equipment & Personal Property
3. Abandoned 2+ Years
4. Licenses & Permits
5. Utilities

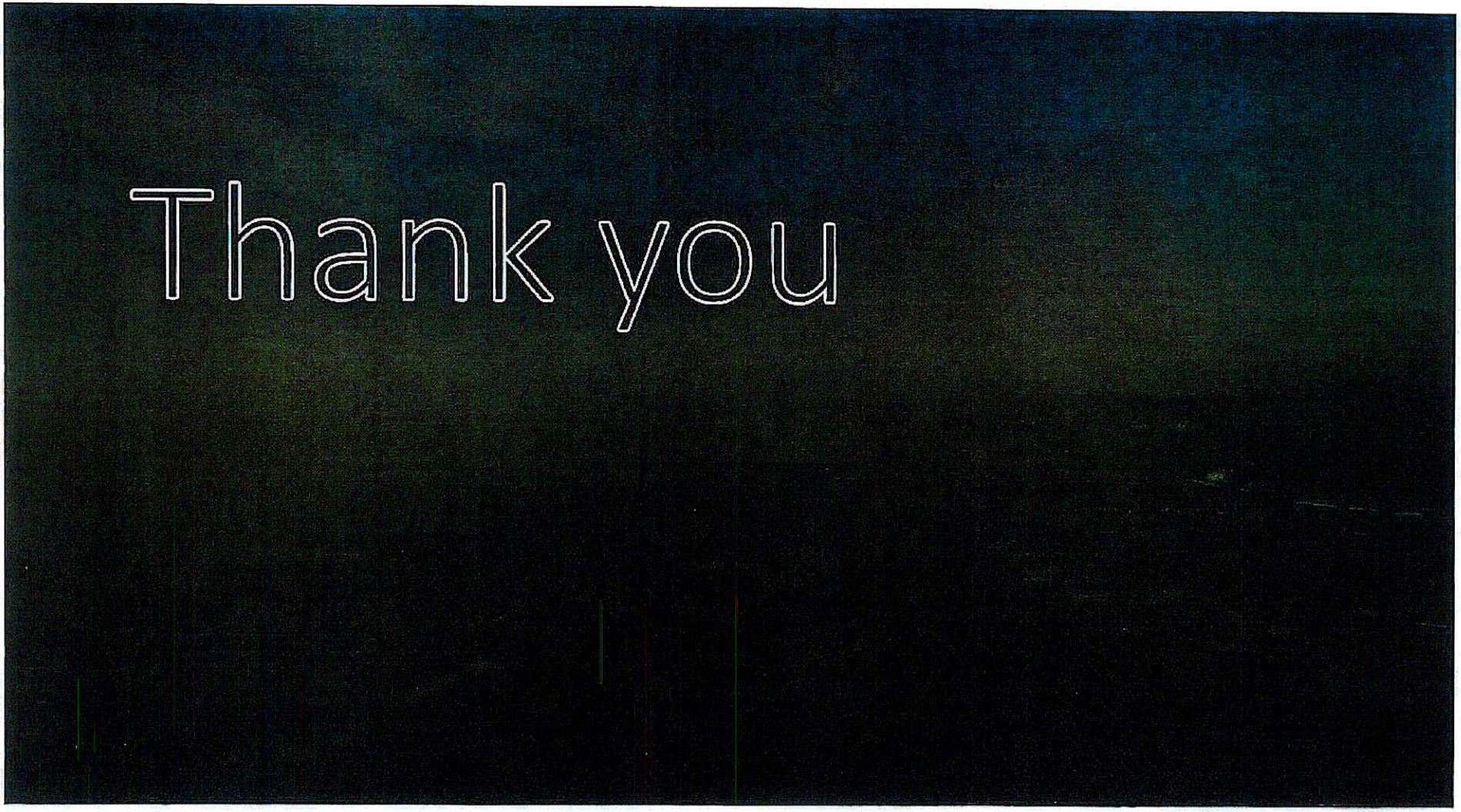
SOMOS

General Plan Compliance



"Industrial and manufacturing uses should remain in the [South Gate College District] but could be phased out as the college district expands." South Gate General Plan 2035, Community Design Element, p. 106.

SOMOS


Thank you

APPENDIX

SOMOS

Business License Compliance



SOMOS

183

EXHIBIT C

Community Development Department
Meredith T. Elguira, Director of Community Development
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9529
www.cityofsouthgate.org

May 16, 2023

Mr. Alan Engle
Manager
Alameda Engle Properties LLC
2127 Century Woods Way
Los Angeles, California 900667

Re: City of South Gate's Denial of Request by Alameda Engle Properties, LLC . for Extension of Temporary Use Permit No. TUP 2020-01 for Truck-Trailer Storage at 8530 Alameda Street in South Gate, California

Dear Mr. Engle,

On May 2, 2023, the South Gate Planning Commission conducted a public hearing on the request by Alameda Engle Properties, LLC's ("AEP") to extend, for a period of one year, the term of Temporary Use Permit No. 2020-01 (the "TUP"). Such an extension would have allowed the continued storage of trucks and truck-trailers at 8530 Alameda Street (the "Premises") by AEP's tenant, Fleet Yards, Inc. ("Fleet Yards"). At the conclusion of that hearing, the Planning Commission upheld the City's earlier decision to deny the extension and not renew the TUP. AEP has now asked to appeal that decision to the South Gate City Council. For the reasons explained by the City Attorney's Office at the May 2, Planning Commission meeting and reiterated below, an appeal of this matter to the City Council is not available.

As the City has repeatedly advised AEP and Fleet Yards, the TUP was initially issued in error, because it purported to allow a "temporary" use of the Premises for a period of at least one year and possibly as many as five years, far in excess of the limited duration mandated by the Zoning Code. Temporary use permits, as the name implies, are intended to allow only short-term uses of land. Specifically, Section 11.51.070 of the Zoning Code states that the maximum duration of a temporary use permit **shall not exceed three days in a row or ten days in any calendar year**. It is unfortunate that the TUP was erroneously issued in 2020 for a much longer one-year period and erroneously renewed in 2021 for an additional one-year period. But those earlier errors do not entitle AEP to further extensions of the TUP for periods far in excess of the maximum durations authorized by the Zoning Code. Simply put, there is no authority in the Zoning Code for issuing or renewing a temporary use permit for any period longer than three consecutive days or ten days in any calendar year.

Furthermore, the original issuance of the TUP in violation of the Zoning Code also meant that the City was not required to grant AEP a hearing on the matter of renewing the TUP. Again, as publicly stated by the City's legal counsel at the Planning Commission meeting, the City granted that hearing as a matter of courtesy – something that was also explained to AEP in the course of the May 2 meeting. No hearing was required because no decision by the Planning Commission could have resulted in validation and extension of the TUP. Section 11.51.020 of the Zoning Code states that any permit conflicting with the provisions of the Zoning Code "shall be null and void." Both the TUP and the requested one-year extension conflict with the provisions of the Zoning

Community Development Department
Meredith T. Elguira, Director of Community Development
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9529
www.cityofsouthgate.org

Code. Therefore, regardless of whether the Planning Commission had voted to uphold or overturn the denial of the requested TUP extension, the result would have been the same: no valid permit would exist. A hearing before the City Council would be equally futile, as AEP would still have no valid permit regardless of whether the Council voted to uphold or overturn the denial of AEP's request to extend the TUP for another year. Therefore, an appeal to the City Council is neither warranted nor available.

AEP and its attorneys contend that Fleet Yard's use of the Premises for the storage of trucks and truck-trailers constitutes a legal non-conforming use which can be continued in the absence of the TUP and despite the fact that such use is not allowed under the current version of the Zoning Code adopted in 2015. Because renewal of the TUP is an impossibility, we recommend that AEP promptly provide the City with evidence supporting that legal non-conforming use argument. Before the City can agree that Fleet Yard's use of the Premises constitutes a legal nonconforming use, AEP and/or Fleet Yards must provide the City with clear evidence which at a minimum establishes two things:

1. That the Premises were used for the storage of trucks and truck trailers since before the 2015 zone change, and that such use has continued from then until now without any interruption longer than two years. Evidence that a truck or trailer was occasionally parked on the Premises for purposes of loading or unloading will not suffice. The City requires evidence that the Premises were being used for the *storage* of trucks and truck-trailers consistent with the customary legal application of "legal non-conforming" use, not that such trucks or trailers were merely present on the Premises for short periods in the normal course of their travels associated with the primary approved use and the only city licensed business being operated at the location (Metal Recycling Center).

2. That in connection with such storage, a Conditional Use Permit had been issued as required by the former Zoning Code. The City can find no indication that such a CUP was ever issued to AEP, Fleet Yards, or any former occupant of the Premises. Under the former Zoning Code, storage of trucks and truck-trailers without a CUP would not have complied with the Zoning Code and therefore could not be the basis for a claim of legal non-conforming use.

Additional to the lack of a CUP, the City does not have a record of any business(s) being licensed for the operation of a storage facility of trucks and/or truck trailers prior to the zone change in 2015 or afterwards.

Community Development Department
Meredith T. Elguira, Director of Community Development
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9529
www.cityofsouthgate.org

We urge AEP, as soon as possible, to either provide the evidence requested above or cause Fleet Yards to discontinue its storage of trucks and truck-trailers at the Premises. Failure to do so will result in enforcement action by the City.

Sincerely,

Meredith T. Elguira, Director

cc: Mr. Chris Jeffers, City Manager
Raúl F. Salinas, Esq.
Craig D. Hardwick Esq.

EXHIBIT D

SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

August 17, 2023

VIA ELECTRONIC MAIL

Meredith Elguira
Director of Community Development
City of South Gate
8650 California Avenue
South Gate, CA 90280
Email: Melguira@sogate.org

Re: 8530 Alameda Street – Demonstration of Legal Nonconforming Use

Dear Ms. Elguira,

Our firm represents Alameda Engle Properties, LLC ("AEP"), the owners of real property located at 8530 Alameda Street in City of South Gate ("City"), California (the "Property"). We are in receipt of your letter dated May 16, 2023 requesting documentation of truck trailer and container storage at the Property as a legal nonconforming use. Pursuant to City of South Gate Municipal Code ("SGMC") Section 11.55.070.A, we are applying to request a determination from your office that the onsite uses are legal and nonconforming based on the substantial evidence attached hereto.

While this formal request shall be reviewed *de novo* pursuant to the Department's authority under Section 11.55.070 and in consideration of the complete application herein, we are also writing to correct the misstatements in the record made about the nature of the historic operations on the Property, which have always included truck trailer and container storage.[1]

[1] Inaccurate statements about the historic operations on the Property were made during the May 2, 2023 City Planning Commission appeal hearing ("CPC Hearing") on the TUP Extension and in the May 16, 2023 letter from Director of Community Development to Alan Engle. During the CPC Hearing, City staff stated "metal plating" was the only authorized use on the Property. This is incorrect. Our clients are not aware of any history of metal plating at the Property and did not engage in metal plating at the Property at any time during Jack Engle & Company's ("JECO") operations. Fleet Yards' current operations at the Property do not include metal plating. The metal *processing* operations described in the City's Record of JECO's Business Licenses, the Fleet Yards Business Licenses, and the Certificates of Occupancy regarding metal processing have never included metal plating -- even as an ancillary use. In addition, as early as 2018, the City has issued business licenses for the Property with the business description

As noted in our letter to the City Planning Commission ("CPC") dated April 27, 2023, and during the CPC Hearing, the Engles, for three generations have operated this family business in the City. Metal recycling, including storage of truck trailers and containers, has been conducted onsite since the early 1970s. Between 1973 to April 2009, Jack and Rose Engle, as husband and wife, owned the Property at which JECO operated. Then commencing in 2009, Jack and Rose Engle's son Alan Engle acquired the Property under his company AEP to continue the family business until March 2020. Fleet Yards, Inc. ("Fleet Yards") is the current tenant on the Property and has continued storing truck trailers and containers on the Property since 2020 pursuant to a Temporary Use Permit ("TUP") obtained at the recommendation and requirement of the City's previous Director of Community Development. The CPC denied the appeal of the TUP extension on May 2, 2023. We submitted an appeal to City Council on behalf of the owners on May 18, 2023. The scope and nature of the legal nonconforming use is central to the appeal. The CPC did not make a determination on truck trailer/container storage as a legal nonconforming use at the Property. Since the CPC Hearing, we have been working with City Planning staff, the City Attorney, and the City Manager to gather additional information to reach a resolution on the legal nonconforming use.

If you have any questions about the nature of the historic operations on the Property, including container storage, we would appreciate the opportunity to discuss them with you and with the City Attorney to ensure that this matter is resolved efficiently.

I. BACKGROUND

As you know, at the recommendation of Joe Perez, the Director of Community Development at the time, on July 16, 2020, Fleet Yards obtained a TUP for truck trailer use on the Property, subject to several conditions. The City made multiple commitments to AEP and to Fleet Yards during the discussions leading to the TUP, including that the TUP would be extended annually and that the City would consider additional extensions in the future. The purpose of the TUP was to allow the City to explore its priorities for development of education facilities at or around the Property. AEP and tenant Fleet Yards reasonably relied on the City's instructions and final action on the TUP when making critical business decisions and investments in the Property, including but not limited to the execution of a long-term lease agreement for Fleet Yards to continue to operate the truck trailer and container storage use onsite. AEP engaged in these negotiations in good faith notwithstanding its position that the longstanding uses on the site, including truck trailer and container storage were vested under the law. Despite AEP's vested rights and good faith reliance on the City's granted entitlements, on December 20, 2022, the current Community Development Director informed Fleet Yards that the City would no longer consider the TUP extension because of the City's

"outside storage only". *See*, Business License No. 004434. If the City has additional questions about the scope of past or present operations at the Property after reviewing the materials attached to this letter, please contact our office. Our clients have worked with the City of South Gate successfully for over 50 years, and remain committed to working with the City to resolve this matter. By working together, we can avoid any additional misstatements or misinformation made during public hearings.

misapplication of the SGMC and because the conditions of approval have been violated. On January 26, 2023, AEP informed the City that they would be appealing the determination.[2] As noted in our letters to the City dated April 27, 2023 and May 16, 2023, City staff made several misstatements about truck trailer and container storage as a legal nonconforming use on the Property during the CPC Hearing, including, (i) that the use was not legally established, (ii) that the legal nonconforming use doctrine would not apply because the operations "don't look like" the historic photos, and (iii) that the Municipal Code requirements for truck trailer and container storage from the early 1980s to 2015 apply to the onsite operations instead of the Municipal Code requirements from 1973, when operations on the Property commenced. The CPC did not make a determination on these issues during the CPC Hearing on the TUP extension. Our office filed an appeal of the Planning Commission's determination on May 16, 2023.

Based on subsequent conversations with City Attorney Craig Hardwick, we understand that City Council will not be considering the TUP extension, and that all administrative challenges at the municipal level with regard to the TUP extension have been satisfied. We also understand that the City will be evaluating the legal nonconforming use issue separately from the TUP extension for the purposes of municipal review and exhaustion of administrative remedies.

II. ANALYSIS

A. Truck Trailer and Container Storage Is Preserved Legal and Nonconforming as a Primary and Active Use on the Property.

The SGMC protects nonconforming industrial uses so long as they are (i) legally established,[3] and (ii) the use is not abandoned or discontinued for two consecutive calendar years.[4]

i. Truck Trailer and Container Storage has Been a Legally-Established Use on the Property Since 1973 As a Necessary Requirement for Metal Processing and Manufacturing Operations.

According to the City's zoning map attached hereto as Exhibit A, as early as 1961, the Property was zoned for "Heavy Manufacturing" or "M-3". "Draying, freighting, or trucking yards or terminals" were specifically authorized as a by-right use in the M-2 and M-3 zones according to the 1976 version[5] of the SGMC provided by the City,

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[2] Please note that the 2022 Rejection Letter failed to disclose the owner's appeal rights and the City's policies and procedures to file the appeal.
[3] SGMC § 11.55.030.E.
[4] SGMC § 11.55.040.B.
[5] Pursuant to our Public Records Act Request dated May 17, 2023 ("PRA Request"), the City provided a copy of the municipal code with sections dating between the late 1960's and early 1990's. However, the City's copy is not a complete version for each year or decade. In addition, the City was unable to verify when the applicable provisions of the SGMC were amended. For the purposes of this analysis, we

attached hereto as Exhibit B.[6] These terms are not defined in the historic version of the code provided by the City. Our office secured earlier sections of the code from the Los Angeles County Law Library, attached hereto as "Exhibit C." These terms are also not defined in Exhibit C. "Draying" is a form of trucking service that connects intermodal shipping services, such as ground, ocean or air freight typically as a shorter portion of a longer journey.[7] As late as 1975, ore reduction, metal foundries, and reclamation of iron, copper, and aluminum were also permitted by right in the M-3 zone.[8] As late as 1989, "[m]anufacture, processing, or treatment of articles from previously prepared materials ..." specifically including metal was also allowed by right in the M-3 zone.[9] This is consistent with the two Certificates of Occupancy ("COO") dated 1977 authorizing "metal processing" on the Property, attached hereto as Exhibit D.[10] This is also consistent with the City Record of JECO's Business Licenses ("City Bus. Lic. Records"), attached hereto as Exhibit E. The City Bus. Lic. Records establish that JECO was operating with a valid business license for "Manufacturing – Metal" between 1977 and 2020.[11] For clarity, however, attached as Exhibit F are electronic copies of business licenses issued to JECO for 2015-2018. Each of these business licenses specifically reference "Outdoor Storage ..." as the description of the site operations. Similarly, the recent business licenses for Fleet Yards Inc. specifically note the "Special Permit For Outdoor Operations."[12] There is nothing in the historic versions of the zoning code indicating the need for any entitlement, including a conditional use permit ("CUP") for either processing or manufacturing uses in 1977 when the City issued the COOs.[13] "Metal processing" and "metal manufacturing" are not defined in the historic sections of the SGMC.[14] However, a plain read of this use describes metal "recycling" without calling it "recycling." Merriam-Webster includes "processing something, such as ... glass or cans in order to regain material for human use" in the definition of "recycling."[15]

These documents, along with the historic by-right uses in the M-3 zone in Exhibit B, Exhibit C, and Exhibit D clearly demonstrate that the historic metal processing

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assume that the applicable date for historic sections of the SGMC correlate with the date stamp in the lower right hand corner of each page provided by the City, unless the section is notated with an earlier date reference to the applicable ordinance. We have provided references to the applicable ordinances where appropriate.

[6] See Sections 11.22.010(17);

[7] See "What is Drayage and Why is it Important?", Nexttrucking.com, available here.

[8] See LA County Law Library SGMC Copy -1969-1992, SGMC § 11.24.010.15-26.

[9] See LA County Law Library SGMC Copy -1969-1992, SGMC §§ 11.22.010.26;

[10] See Exhibit D.

[11] See Exhibit E. The City provided this summary of JECO's business licenses in response to a Public Records Act request from our office. We understand that the City has been unable to locate business license records between 1973 and 1977. Notwithstanding this missing documentation, we are informed and believe that at the time operations commenced at the Property in 1973, JECO complied with all then-applicable rules, regulations, and ordinances relating to operating its metal processing business. See Declaration of J. Engle,

[12] See Exhibit G.

[13] Based on the City's response to our PRA Request and the similarities between "metal processing" as defined and "metal recycling," the evidence does not suggest that the JECO operations were processed as an "Unclassified Use" pursuant to Section 11.26.010 of the historic provisions of the SGMC.

[14] Exhibit B § 11.04 *et seq*; Exhibit C § 11.04 *et seq*.

[15] Merriam-Webster Dictionary, "Recycling," July, 2023, available here.

operations, including related shipping operations and necessary truck yards and terminals, were by right uses at the time JECO expanded operations to the Property in 1973, and after the COOs were issued in 1977. Accordingly, these uses are legally established and preserved pursuant to the SGMC.

ii. The City did not List All Allowable By Right and Incidental Uses on its Business Permits.

During the CPC Hearing, City staff stated that truck trailer and container storage "could not" be a legal nonconforming use where there is no separate business permit for that use. This is factually inaccurate. Based on the historic code provisions provided by the City, we understand that the licensure requirement for multiple "business activities" was not enacted until May 25, 1993 with the City's adoption of Ordinance No. 1948, the City's "Business Regulation Ordinance.[16] Accordingly, South Gate's historic business licenses did not list every ancillary or related use because in the early 1960's and 1970's, the historic versions of the code are silent -- indicating that this was not yet a requirement. This is consistent with the City's own summary of JECO's business license activity.[17] The summary includes only "Manufacturing – Metal" as the listed use, without mention of the many by-right uses specifically authorized in the M3 zone at that time, including freight, drayage, and storage of truck trailers and containers. According to the historic code provisions provided by the City, the City would not have required a separate business license at the time for by-right uses. Once this requirement changed, as described in more detail below, our clients worked together with the City to determine the applicable permitting requirements and fees for the metal processing and recycling operations, and complied with those requirements as directed by the City. In addition, the more recent business licenses issued to both JECO and Fleet Yards specifically reference outdoor storage as the business description.

These documents, along with the historic by-right uses in the M-3 zone in Exhibit B, Exhibit C, and Exhibit D clearly demonstrate that the historic metal processing operations, including related shipping operations and necessary truck yards and terminals, were by right uses at the time JECO expanded operations to the Property in 1973, and after the COOs were issued in 1977. Accordingly, these uses are legally established and preserved pursuant to the SGMC.

[16] See SGMC § 20.10.010 *et seq.*
[17] See Exhiblt E.

iii. Truck Trailer and Container Storage is an Integral Part of Metal Processing Operations.

Your May 16, 2023 letter states that the truck trailer and container storage was only "occasional" or "for the purpose of loading and unloading" only.[18] This is factually inaccurate.

As noted in the Declaration of Mr. Jason Engle, Chief Operating Officer at JECO, ("Declaration") the metal processing operations required scrap metal product to be delivered to the Property by truck, with truck trailers and containers in tow. These truck trailers and containers would remain on the site for sorting, processing, and preparation for shipment for up to several months while the scrap metal was being processed and while JECO coordinated shipment logistics. JECO's suppliers and customers would generate between 6 and 11 million pounds of product for processing every month.[19] The precise storage period for truck trailers and containers could take days, weeks, months, or longer depending on the volume of product, the end destination for the product, and whether the following legs of the product's journey were by ground, air, or sea.[20] The processed material would be loaded into an empty container (or the same container) for shipment to its final destination. The shipments for railway or overseas shipping required much larger containers, as depicted in Exhibit J. During the processing and shipment preparation stage, these large containers were stored at the Property, consistent with industry standards and practices. Processed product with a domestic destination would be placed in empty truck trailers or smaller storage containers, which were also stored on the Property. Images of these truck trailers and smaller storage containers are attached hereto as Exhibit K.

Beyond the metal recycler's standard day to day truck trailer and container storage, the storage of truck trailers and containers was so crucial to the metal processing operations on the Property that JECO billed some of its clients for truck trailer and container storage as a separate line item for services rendered.[21] JECO had entire departments dedicated within the business that exclusively handled the logistics for truck trailer/container storage and clean/maintenance. These departments employed in total up to six employees at a time. We have provided a copy of the billing log for truck trailer and container storage attached hereto as Exhibit L. Because metal recycling operations cannot operate without a trucking and logistical component of their operations, it is common practice for metal recycling operators to become SCAC-holding members of the National Motor Freight Traffic Association ("NMFTA"). The Standard Carrier Alpha Code ("SCAC") is an identification numbering system for domestic carriers and transporters to track cargo moving within the United States. During JECO's tenure on the Property, it was a SCAC-holding member of NMFTA. Like many similar operations throughout California and Nationwide, this aspect of the metal processing operations cannot function without onsite truck trailer and container storage.

[18] See Exhibit H, pg. 2.
[19] *Declaration*, pg. 1.
[20] See JECO Materials Shipping Logs, attached hereto as Exhibit I.
[21] See Exhibit L.

Accordingly, the truck trailer and container storage use at the Property is preserved as part of the metal processing operations as an authorized legal nonconforming use.

iv. The City has had Direct and Constructive Notice of the Legal Nonconforming Use, Including Truck Trailer and Container Storage for Decades.

The City has implicitly acknowledged that truck trailer and container storage at the Property is an authorized part of the existing legal nonconforming use for many years. For example, after touring the Property, the Director of Public Works at the time, Robert Dickey, made recommendations to the Engles regarding the City's Business License Tax based on the Property's use as a "Materials Recycling Facility." Although the truck trailer and container storage portion of the operations were open and visibly part of the operations during the tour, the City did not distinguish this use as separate from the legal nonconforming metal processing operations on the Property, or require a separate business license. In addition, the City was a client of JECO's for approximately 17 years,[22] during which time City employees would frequently visit the Property. Because JECO's operations were outdoors and in plain sight, the City had several decades of both direct and constructive notice that the JECO operations necessarily included truck trailer and container storage as an integral component of the services offered to the City. The City did not deviate from its position that the uses were interconnected as part of the same legal nonconforming use until recently.

These abrupt changes in City policy, coupled with the City-driven misdirection regarding the need for a TUP create uncertainty for small local businesses, and discourage investment within the City. Municipal consistency and stability, including preservation of legally established nonconforming uses – is a foundational element needed to facilitate the City's vision for future uses within the South Gate College District.

v. No CUP is Required to Demonstrate Legal Nonconforming Use Pursuant to the Applicable Version of the SGMC.

In your letter dated May 16, 2023, attached hereto as Exhibit H, you state that:

> [U]nder the former Zoning Code, storage of trucks and truck-trailers without a CUP would not have complied with the Zoning Code and therefore could not be the basis for a claim of legal nonconforming use.

This is factually incorrect. As noted above, "metal processing" and "trucking yards or terminals" did not require a CUP at the time that the City authorized the JECO operations on the Property, or in 1977 – the earliest available COOs that were issued to JECO. In addition, the historic versions of the SGMC do not require a CUP for

[22] *Declaration*, pg. 3.

"recycling" operations until 1988 – nearly 15 years after the operations on the Property commenced.[23] The SGMC did not include definitions for "recycling" until 1990.[24] These definitions did not replace "metal recycling" as an allowed use. Instead, these definitions are for recycling of hazardous materials only – which has never been part of the operations on the Property. Because the metal processing operations on the property, including the necessary truck trailer and container storage was permitted by right in the early 1970s, no CUP or other entitlement would be required. For this reason, the authorized uses are preserved notwithstanding the lack of CUP.

vi. The City Requires that Ancillary and Incidental Uses be Preserved as Legal Nonconforming Uses.

Your May 16, 2023 letter implies that ancillary or secondary uses even when lawfully established, are not preserved as legal or nonconforming based on the scope of the use. This is inconsistent with a plain reading of the SGMC. Even assuming *arguendo* that truck trailer and container storage was only a small portion of the authorized uses on the Property, the SGMC requires that partial uses be afforded the same protections and assumptions as the primary use. The SGMC provides that, "Nonconforming industrial uses may continue in any zone where they were legally established."[25] In addition, "an existing use of ***any part*** of a building or property will be assumed to be an existing use throughout that building or property, including outdoor activities."[26] (emphasis added).

Here, we have provided substantial evidence of the truck trailer and container storage on the Property pursuant to the historic metal processing operations, including service logs, billing invoices, a declaration describing the day-to-day operations from an industry professional with decades of experience, and photos depicting the types of truck trailers and containers that were used. There is no language in the SGMC indicating that a portion of a legal nonconforming use is abandoned due to the scope of the use at the time it is established.[27] Instead, the assumptions for partial uses and structures are consistent with the City's general policy and obligation to preserve legal nonconforming uses where, as here, the use is legally established.[28] For this reason,

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[23] See Exhibit C, § 11.22.10.22.6 (referencing "Large Collection Facilities" subject to the Issuance of a CUP). See also, Ordinance No. 1760, 1988. We assume for the purposes of this analysis that the City's May 16th letter to Alan Engle is referencing this use. However, we note that "metal processing" and "trucking yards or terminals," the uses at issue here, did not require a CUP under the historic versions of the code. For this reason, we assume that the City's May 16, 2023 assertion regarding the CUP is based on a misinterpretation of the approved uses, or reference to a subsequent version of the Zoning Code.
[24] SGMC § 11.55.040.E; Ordinance No. 1835 §§ 9-11 (referring exclusively to recycling and recovery of "hazardous materials").
[25] SGMC §§ 11.55.030.E.
[26] SGMC §§ 11.55.030.O.
[27] *Id.* at 11.55.040.
[28] For example, the South Gate General Plan's Community Design Element ("General Plan") specifically anticipates legal nonconforming uses in the South Gate College District given the existing surrounding industrial uses. The General Plan Specifically requires that "[i]ndustrial and manufacturing uses ***should*** remain in the area" until such time that the college district expands. South Gate General Plan, Community Design Element, Policy P.6., pg. 106.

based on a plain reading of the zoning code and the evidence above establishing truck trailer and container storage as a legal nonconforming use, truck trailer storage must be considered as an "existing use" for the purpose of the legal nonconforming analysis.

vii. Truck Trailer and Container Storage Has Not Been Abandoned for the Requisite Two-Year Period.

As noted in our letter to the City dated April 27, 2023 attached hereto as Exhibit M, the SGMC has mandatory procedures and requirements for finding that an industrial use has been abandoned or discontinued. In determining whether a legal nonconforming use has been abandoned, the Director is required to make a formal finding of discontinuance or abandonment, ***supported by evidence*** in consideration of the following factors: (i) the apparent intent of the owner to discontinue, (ii) whether furnishings equipment, or personal property have been removed, (iii) whether the use has been discontinued for a period of two years, (iv) whether there is an active business license and State Board of Equalization permit, and (v) whether there are active utilities accounts, including electricity, gas, water, and waste collection.[29]

Here, the evidence does not support a finding that the truck trailer or container use has been abandoned. Our office provided substantial evidence attached to our April 27, 2023 letter documenting continuous utility service to the Property for several decades, aerial photographs depicting truck trailer and container storage on the Property, permits and authorizations from state agencies pursuant to ongoing operations on the Property, old business licenses, a description of the tenant operations on the Property over time, an explanation of the recent business license anomaly due to the City's zoning clearance process for business licenses, and the unique operational requirements for a property subject to dueling jurisdictional requirements in the City of South Gate and the County of Los Angeles. Coupled with the substantial volume of additional documentation attached to this letter, including the correct municipal code requirements applicable to the nonconforming use determination, certificates of occupancy, summaries clarifying business operations, business logs and ledgers establishing the crucial nature of truck trailer and container storage to historic operations, and the declarations of industry experts with decades of experience with this specific Property, the City cannot make a good faith determination that truck trailer and container storage onsite was discontinued or abandoned for the requisite two-year period. Any such finding in light of the evidence herein would be an abuse of the City's discretion, and a violation of the City's responsibility to its constituents to fairly and equitably administer the law.

For all of these reasons, the truck trailer and container storage on the Property has been a protected, legal nonconforming use since 1973.

[29] SGMC § 11.55.040.D.1-2.

B. <u>The City Has Authority to Allow the Legal Nonconforming Use on the Property.</u>

Our position is that Fleet Yards' current operations are a continuation of the historic truck trailer and container storage on the Property, and are therefore protected as a legal nonconforming use pursuant to the SGMC. However, even if the City does not acknowledge the critical role of truck trailer and container storage for metal processing operations as a part of that use, the code encourages the Director to protect operations that are substantially similar or comparable to the legal nonconforming use.[30] The Director is specifically authorized to allow alterations and expansions of industrial legal nonconforming uses on the site where: (i) there is a one-time expansion of up to 10% of the existing square footage; (ii) the expansion is of an incidental character and does not constitute a complete remodel; (iii) the expansion will architecturally integrate into the existing structure and not negatively impact the overall site design; (iv) the expansion does not reduce the number of on-site parking spaces or access to the building; (v) the expansion complies with all other provisions of the zoning code.[31] Here, there is arguably no expansion of use.

As noted above, the truck trailer and container storage component of the operations on the Property have been consistent since the early 1970s. JECO, and now Fleet Yards, have operated substantially similar operations on the same site for over 50 years. There is no expansion of the existing square footage. Any perceived "expansion" of the historic and legal nonconforming truck trailer and container storage operations on the Property is negligible, and does not require a "complete remodel". The current truck trailer and container storage operations are consistent with the existing structures and layout of the Property, and will not require any changes to the site design. In addition, the current operations will not impact the current number of parking spaces or building access.[32] Finally, given the legal nonconforming use status of the current operations, allowing the use to continue would not result in a violation of the current SGMC.

This authority to allow comparable uses or minor expansions or alterations of legal nonconforming uses is well established in case law. For example, In *Endara v. City of Culver City* ("*Endara*"), the court allowed a substantially similar legal nonconforming use to be substituted for the original use.[33] The Court noted that,

> "a nonconforming use is not restricted to the identical particular use which was in existence at the time of the enactment of the zoning ordinance but embraces any use

[30] SGMC § 11.55.030.J.
[31] *Id.*
[32] During the CPC Hearing, City staff raised that the center structure on the Property was demolished without a permit from the City. We can confirm that this structure was in fact demolished on or around August 8, 2020, and that despite best efforts, we have been unable to locate a demolition permit. This fact notwithstanding, the continued truck trailer and container storage on the Property has remained onsite continuously and is a legal nonconforming use for the reasons detailed herein.
[33] *Endara v. City of Culver City* (1956) 140 Cal.App.2d 33.

> ***substantially the same or similar.*** The adoption of more modern instrumentalities, suitable in carrying on a business should not, in legal contemplation, work a change of use."[34]

Similarly here, the JECO metal processing operations specifically included truck trailer and container storage as part of its business plan, as documented by the service logs and billing statements for truck trailer and container storage on the Property for prolonged periods of time. Fleet Yards' current operations for truck trailer and container storage are virtually identical, and include storage of truck trailers and containers pursuant to drayage operations for prolonged periods of time. Although the size of the containers and truck trailers were more varied during JECO's tenure on the Property, truck trailer and container storage has been a consistent use onsite since the early 1970s.

For these reasons, under the SGMC and consistent with case law, the City has authority to allow Fleet Yards to continue operating on the Property as a legal nonconforming use, as a substantially similar legal nonconforming use, or as a negligible expansion of an existing legal nonconforming use. Given all of these options for preserving the truck trailer and container storage operations onsite, and the City's policy of preserving legal nonconforming uses when possible, and the substantial amount of evidence establishing truck trailer and container storage on the Property, the City has legal and evidentiary support and authority for preserving the legal nonconforming use at the Property.

III. CONCLUSION

As longstanding members of South Gate's business community, our clients remain dedicated to preserving a positive legacy of community involvement based on over 50 years of service. As a measure of good faith, our clients have expressed interest in partnering with the City to achieve its broader planning goals for the region as we plan together for future uses and development within the South Gate College District. Based on our conversation with the City Attorney, our clients are open to discussing opportunities for "living walls" or public art installations such as murals in or around the Property to further buffer the legal nonconforming uses from the public right-of-way and to visually enhance the pedestrian realm along the public-facing corridor, subject to the authorization of the Alameda Corridor Transit Authority ("ACTA") as applicable. We look forward to discussing these options in more detail with the City Attorney, and will schedule a follow-up meeting shortly.

For the reasons stated above, the City has substantial evidence, legal authority, and compelling policy incentives to preserve truck trailer and container storage on the Property as a legal nonconforming use. We remain confident that by working together, we can support the City's development goals while preserving local jobs, family businesses, and the Engle's substantial contributions to the local community.

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[34] *Endara* at 38.

If you have any questions about the documentation that we provided or about the scope or nature of the legal nonconforming uses on the Property, please contact me directly.

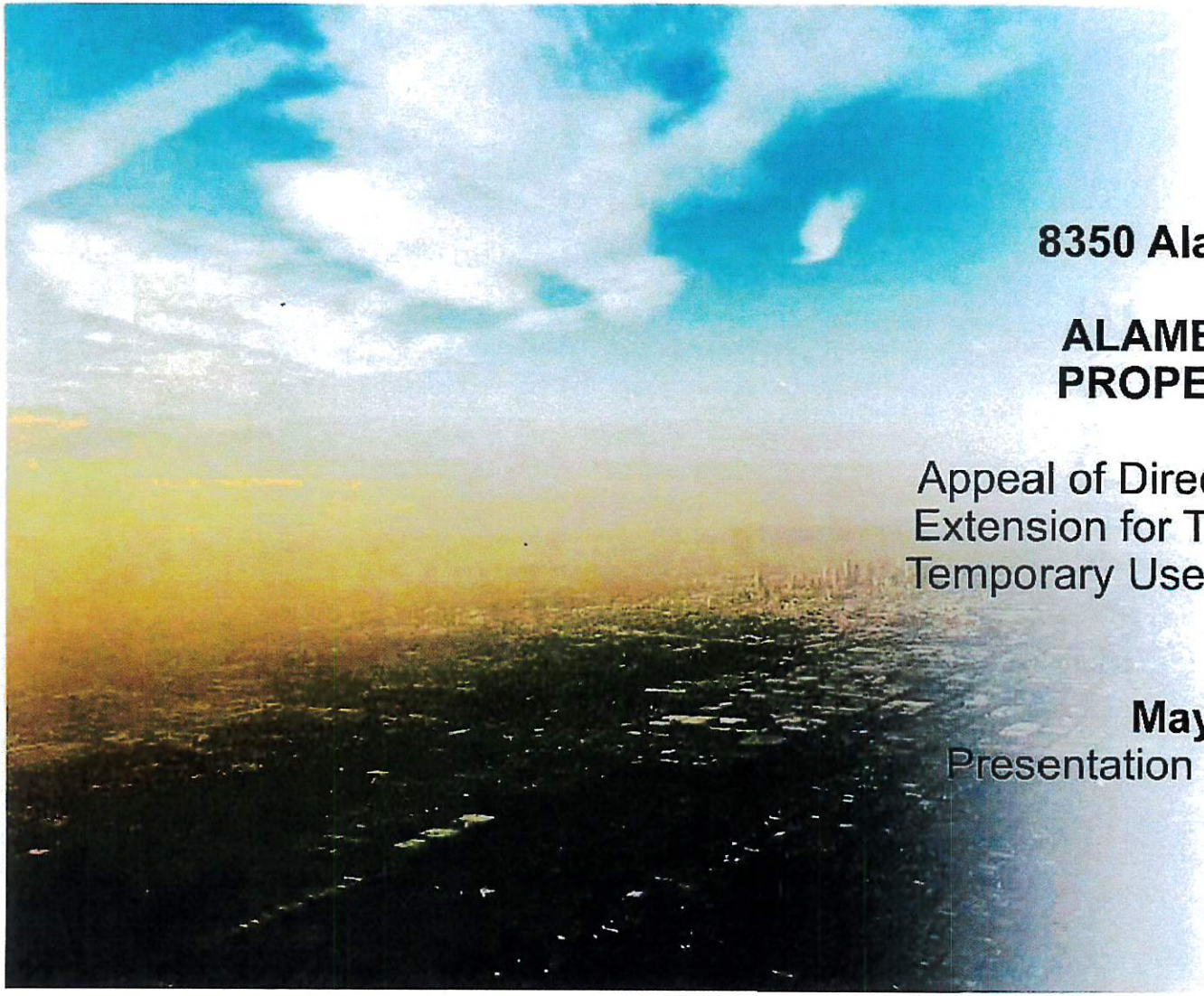
Thank you,



Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

cc:
Raul Salinas, City Attorney
Craig Hardwick, City Attorney
Yalini Silva, Senior Planner
Yodit Glaze, City Clerk
Raquel Larios, Office of the City Clerk

EXHIBIT E



8350 Alameda Street

ALAMEDA ENGLE PROPERTIES, LLC

Appeal of Director's Denial of TUP Extension for Truck Trailer Storage Temporary Use Permit No. 2020-01

May 2, 2023

Presentation by Alfred Fraijo Jr.

SOMOS

8530 Alameda Street



SOMOS

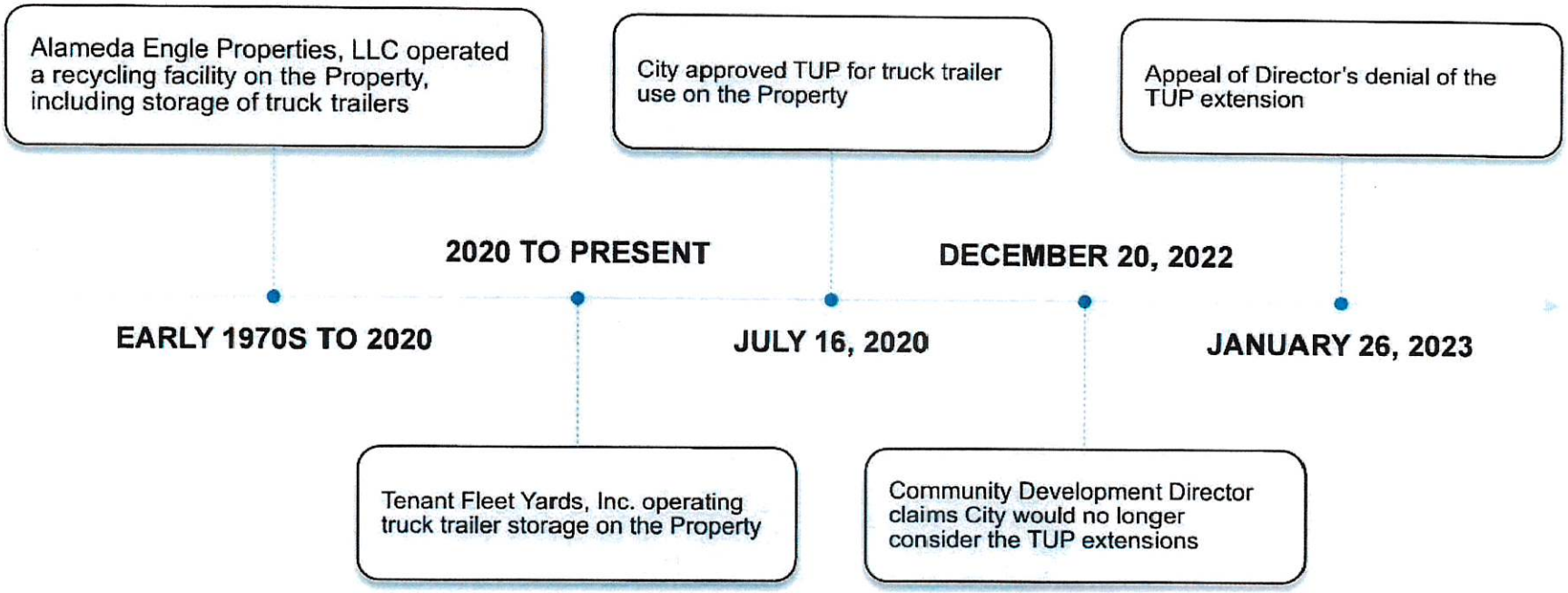
203

Request to Extend the TUP

- Pursuant to TUP Condition No. 2 and the City Planning Commission's review authority of the appeal, the Commission can grant a modest 60-day extension of the TUP to permit the Appellant and City to review the legal nonconforming use determination.

- Alternatively, Commission can opt to postpone its determination on the TUP extension until after the Planning Division completes its reviewing of the legal nonconforming use determination.

Project Timeline



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265

Compliance with All TUP Conditions

Conditions of Approval	Complies?
1. The approved temporary use for the site is restricted to truck trailer storage only	☑
2. The temporary use is approved for a term of one year. Additional one-year extensions will be considered for approval for up to a maximum of 5 years. Additional extensions will be determined based on compliance with conditions and written verification from owner that they are in the process of developing, selling, and/or working with LACCD or developer on a housing development project	☑
3. Egress and ingress shall only be via Alameda Street	☑
4. Operations shall be limited to the number, size, and height of truck trailers provided in the TUP	☑
5. Any violations of the conditions or City laws could result in revocation of TUP	☑
6. All conditions shall be agreed to by owner in a signed and notarized affidavit	☑

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206

Truck Trailer Storage is a Legal Nonconforming Use

- The legal nonconforming use issue is dispositive for the future uses on the Property and informs the need for the TUP and subsequent TUP extensions.
- South Gate Municipal Code (SGMC) – "nonconforming industrial uses may continue in use in any zone where they were legally established." SGMC § 11.55.030.E.
- Legal nonconforming industrial use is preserved so long as it is **not abandoned or discontinued** for two consecutive calendar years. SGMC § 11.55.040.B.



Truck Trailer Storage

1973 ---------- Present

SOMOS

Historic Aerial Photographs



2012



2018

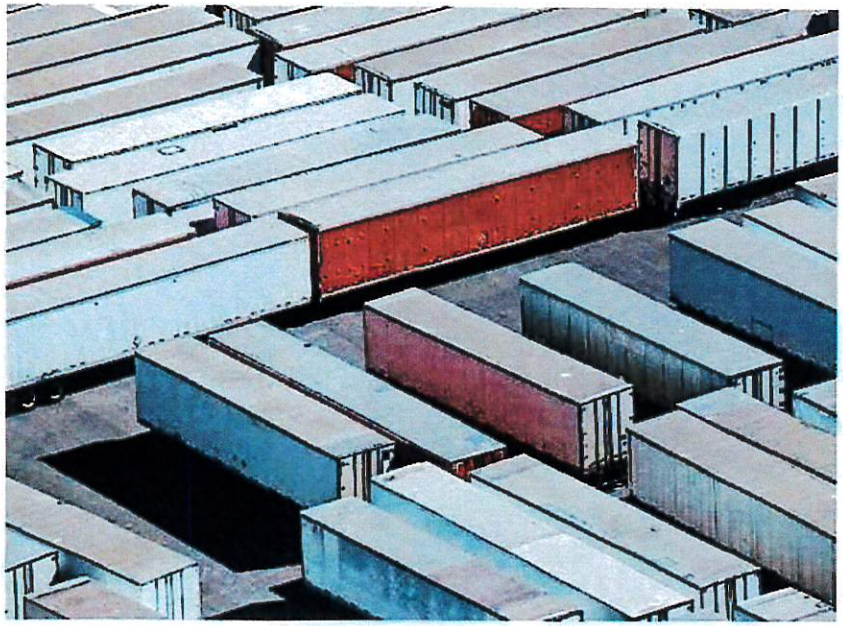


2020



2022

50+ Years of Continuous Truck Trailer Storage Use



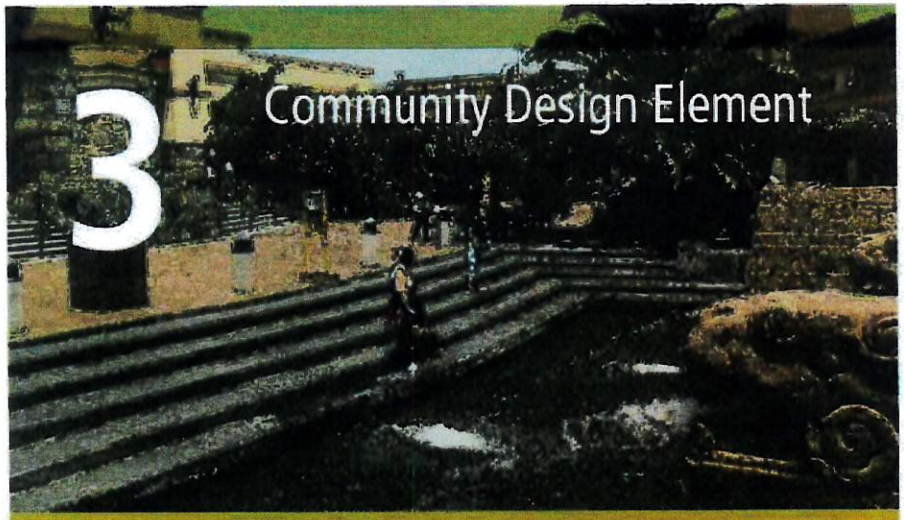
Director Shall Evaluate
<u>All</u> of the Following to Determine that a Legal Nonconforming Use is Abandoned:

1. Owner's Intent
2. Furnishings Equipment & Personal Property
3. Abandoned 2+ Years
4. Licenses & Permits
5. Utilities

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209

General Plan Compliance



"Industrial and manufacturing uses should remain in the [South Gate College District] but could be phased out as the college district expands." South Gate General Plan 2035, Community Design Element, p. 106.

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Thank you

APPENDIX

SOMOS

Business License Compliance



SOMOS

213.

ATTACHMENT E

Community Development Department
Meredith T. Elguira, Director of Community Development
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9529
www.cityofsouthgate.org

May 16, 2023

Mr. Alan Engle
Manager
Alameda Engle Properties LLC
2127 Century Woods Way
Los Angeles, California 900667

Re: City of South Gate's Denial of Request by Alameda Engle Properties, LLC . for Extension of Temporary Use Permit No. TUP 2020-01 for Truck-Trailer Storage at 8530 Alameda Street in South Gate, California

Dear Mr. Engle,

On May 2, 2023, the South Gate Planning Commission conducted a public hearing on the request by Alameda Engle Properties, LLC's ("AEP") to extend, for a period of one year, the term of Temporary Use Permit No. 2020-01 (the "TUP"). Such an extension would have allowed the continued storage of trucks and truck-trailers at 8530 Alameda Street (the "Premises") by AEP's tenant, Fleet Yards, Inc. ("Fleet Yards"). At the conclusion of that hearing, the Planning Commission upheld the City's earlier decision to deny the extension and not renew the TUP. AEP has now asked to appeal that decision to the South Gate City Council. For the reasons explained by the City Attorney's Office at the May 2, Planning Commission meeting and reiterated below, an appeal of this matter to the City Council is not available.

As the City has repeatedly advised AEP and Fleet Yards, the TUP was initially issued in error, because it purported to allow a "temporary" use of the Premises for a period of at least one year and possibly as many as five years, far in excess of the limited duration mandated by the Zoning Code. Temporary use permits, as the name implies, are intended to allow only short-term uses of land. Specifically, Section 11.51.070 of the Zoning Code states that the maximum duration of a temporary use permit **shall not exceed three days in a row or ten days in any calendar year**. It is unfortunate that the TUP was erroneously issued in 2020 for a much longer one-year period and erroneously renewed in 2021 for an additional one-year period. But those earlier errors do not entitle AEP to further extensions of the TUP for periods far in excess of the maximum durations authorized by the Zoning Code. Simply put, there is no authority in the Zoning Code for issuing or renewing a temporary use permit for any period longer than three consecutive days or ten days in any calendar year.

Furthermore, the original issuance of the TUP in violation of the Zoning Code also meant that the City was not required to grant AEP a hearing on the matter of renewing the TUP. Again, as publicly stated by the City's legal counsel at the Planning Commission meeting, the City granted that hearing as a matter of courtesy – something that was also explained to AEP in the course of the May 2 meeting. No hearing was required because no decision by the Planning Commission could have resulted in validation and extension of the TUP. Section 11.51.020 of the Zoning Code states that any permit conflicting with the provisions of the Zoning Code "shall be null and void." Both the TUP and the requested one-year extension conflict with the provisions of the Zoning

Community Development Department
Meredith T. Elguira, Director of Community Development
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9529
www.cityofsouthgate.org

Code. Therefore, regardless of whether the Planning Commission had voted to uphold or overturn the denial of the requested TUP extension, the result would have been the same: no valid permit would exist. A hearing before the City Council would be equally futile, as AEP would still have no valid permit regardless of whether the Council voted to uphold or overturn the denial of AEP's request to extend the TUP for another year. Therefore, an appeal to the City Council is neither warranted nor available.

AEP and its attorneys contend that Fleet Yard's use of the Premises for the storage of trucks and truck-trailers constitutes a legal non-conforming use which can be continued in the absence of the TUP and despite the fact that such use is not allowed under the current version of the Zoning Code adopted in 2015. Because renewal of the TUP is an impossibility, we recommend that AEP promptly provide the City with evidence supporting that legal non-conforming use argument. Before the City can agree that Fleet Yard's use of the Premises constitutes a legal nonconforming use, AEP and/or Fleet Yards must provide the City with clear evidence which at a minimum establishes two things:

1. That the Premises were used for the storage of trucks and truck trailers since before the 2015 zone change, and that such use has continued from then until now without any interruption longer than two years. Evidence that a truck or trailer was occasionally parked on the Premises for purposes of loading or unloading will not suffice. The City requires evidence that the Premises were being used for the *storage* of trucks and truck-trailers consistent with the customary legal application of "legal non-conforming" use, not that such trucks or trailers were merely present on the Premises for short periods in the normal course of their travels associated with the primary approved use and the only city licensed business being operated at the location (Metal Recycling Center).

2. That in connection with such storage, a Conditional Use Permit had been issued as required by the former Zoning Code. The City can find no indication that such a CUP was ever issued to AEP, Fleet Yards, or any former occupant of the Premises. Under the former Zoning Code, storage of trucks and truck-trailers without a CUP would not have complied with the Zoning Code and therefore could not be the basis for a claim of legal non-conforming use.

Additional to the lack of a CUP, the City does not have a record of any business(s) being licensed for the operation of a storage facility of trucks and/or truck trailers prior to the zone change in 2015 or afterwards.

Community Development Department
Meredith T. Elguira, Director of Community Development
8650 California Avenue, South Gate, CA 90280-3004
P: (323) 563-9529
www.cityofsouthgate.org

We urge AEP, as soon as possible, to either provide the evidence requested above or cause Fleet Yards to discontinue its storage of trucks and truck-trailers at the Premises. Failure to do so will result in enforcement action by the City.

Sincerely,

Meredith T. Elguira, Director

cc: Mr. Chris Jeffers, City Manager
Raúl F. Salinas, Esq.
Craig D. Hardwick Esq.

ATTACHMENT F

City of South Gate

PLANNING COMMISSION

AGENDA BILL

For the Regular Meeting of: ***May 2, 2023***

Senior Planner: *Yalini Siva* ***Community Development Director***: *Meredith T. Elguira*

SUBJECT: APPEAL OF THE DIRECTOR OF COMMUNITY DEVELOPMENT'S DECISION TO DENY AN EXTENSION OF TEMPORARY USE PERMIT NO. 2020-01 FOR TRUCK TRAILER STORAGE AT 8530 ALAMEDA STREET.

PURPOSE: Public hearing to consider an appeal of the Director of Community Development's decision to deny an extension of Temporary Use Permit (TUP) No. 2020-01 for truck-trailer storage at 8530 Alameda Street, South Gate.

RECOMMENDED ACTION:

1. **CONDUCT** a public hearing pursuant to South Gate Municipal Code Table 11.51-1 and Section 11.50.040.B;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **ADOPT** the findings as outlined in Resolution No. 2023-02 (Attachment A); and
4. **UPHOLD** the decision of the Director of Community Development denying an extension of TUP No. 2020-01 by adopting Resolution No. 2023-05.

PUBLIC NOTIFICATION: Advertising and notification of the public hearing for this item was conducted in compliance with Sections 11.50.020 and 11.50.030 of the South Gate Municipal Code ("SGMC"). Notices of the hearing were posted and published in the "*South Gate Press*" on February 9, April 6 and April 20, 2023.

ENVIRONMENTAL EVALUATION: The California Environmental Quality Act ("CEQA"), codified at California Public Resources Code §§ 21000 *et seq.*, requires the City to consider the potential environmental impacts of any project which the City is asked to approve. State regulations known as the "CEQA Guidelines", codified at Division 6 of Title 14 of the California Code of Regulations, provide a number of "categorical exemptions" for activities which are not deemed to be projects under CEQA or which are otherwise not subject to CEQA. In the present case, the matter before the City Council is exempt from CEQA pursuant to a Class 1 exemption set forth in Section 15301 of the CEQA Guidelines. Class 1 exemptions apply to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Here, the Planning Commission is being asked to approve or deny a license to continue the existing or former use of the licensed facility and is therefore a matter covered by the Class 1 exception.

BACKGROUND: This is an appeal by Jason Engle on behalf of Alameda Engle Properties, LLC, the owner of property located at 8530 Alameda Street. Mr. Engle is appealing the Director of Community Development's decision to deny an extension or renewal of Temporary Use Permit 2020-01. The history of that Temporary Use Permit is as follows:

The City's Business License Department shows business license records (Attachment B) for "Jack Engle Co," which started business on April 18, 1977, and closed business on March 27, 2020, at 8530 Alameda Street. This business type was listed as a "Manufacturing – Metal" business with "outside storage only." The appellant and its predecessor had previously been utilizing the property to operate a metal recycling facility, in addition to the ancillary storage of truck containers and truck trailers.

Upon closing that business, the appellant continued to utilize the site by leasing the property to tenants for the

outside storage of truck trailers and truck containers. In order to do so, the applicant applied for, and received, Temporary Use Permit 2020-01. That permit "permitted the use of truck trailer storage for a one year period with possible one year extensions up to a maximum period of five years from the date of approval, at 8530 Alameda Street," with six conditions of approval. A July 16, 2020 letter from the City's former Director of Community Development, setting forth those conditions of approval for that permit, is attached hereto as Attachment C. As of the appeal date, the appellant has failed to comply with the required conditions of approval and has also been operating without a city business license.

The appellant applied for a "renewal" of Temporary Use Permit 2020-01 on July 11, 2022. For the reasons explained below, the City's current Director of Community Development declined to renew the permit. This appeal followed. The City Manager's January 12, 2023 letter to the appellant, and the appellant's January 26, 2023 letter in response, both pertain to that appeal and are attached here to as Attachment D and Attachment E.

ANALYSIS: The renewal application was denied because under the SGMC: (1) the use which is the subject of the Temporary Use Permit is prohibited at 8530 Alameda; and (2) Temporary Use Permits can only allow otherwise unauthorized uses to be conducted for a few days, not for multi-year periods.

Past/Proposed Use of Property is as a "Truck Storage/Terminal": Applicant and its tenant have been using the subject property to store trucks, truck-trailers, and storage containers. Under the SGMC, this use is defined as "truck storage/terminal" use which, pursuant to the SGMC Section 11.60.230 "T" definitions, "means indoor or outdoor site for freight, truck terminals, truck storage yards, or similar commercial facilities."

SGMC Prohibits that Use at 8530 Alameda Street: The subject property is zoned Industrial Flex (IF). Table 11.21-3, under SGMC Section 11.21.030 "Land use permissions tables", lists allowed land uses within the IF zone. Truck storage/terminal use is not listed on that Table as an allowed use within the IF zone. SGMC Section 11.21.020 notes that "Any land use that is not specifically listed in the land use tables for the applicable zone shall not be allowed or permitted within the zone." Therefore, the storage of trucks, truck-trailers and containers is a prohibited use in the IF zone.

Temporary Use Permits Cannot Authorize Prohibited Uses for Extended Durations. Pursuant to SGMC Section 11.51.070 "Temporary Use Permit," temporary use permits are processed administratively to "allow for short-term activities that warrant individual consideration and are acceptable because of their temporary, short-term nature." SGMC Section 11.51.070 (A) "Temporary Uses," also notes that the "provisions of this section shall regulate all special events and temporary land uses as permitted by Table 11.21-3, 11.21-4, or 11.21-5, as applicable to the zone, or as determined by the director." SGMC Section 11.51.010 (B) lists "Mandatory Approval Conditions" for temporary use permits, wherein there are "limits on the maximum duration will be specified in the permit, and shall not exceed three days in a row, or ten working days in any calendar year."

Original Issuance of the TUP was Done in Error, and Renewal of the TUP is not authorized by the SGMC. Based on the aforementioned reasoning, the City's current Director of Community Development determined that the City would not grant an extension of TUP 2020-01. That Temporary Use Permit should never have been issued in the first place, since it purported to authorize the subject use for one or more years, far longer than the three-consecutive-day and ten-nonconsecutive-day maximum periods authorized by the SGMC. The Director and the City Manager each communicated that decision to the appellant. Appellant has appealed that decision, which appeal is the subject of the above-referenced hearing.

CONCLUSION: Staff believes the Director's decision to deny the applicant's request to extend Temporary Use Permit 2020-01 is mandated by the SGMC. Staff recommends that the Planning Commission uphold the Director's decision and deny the appellant's request.

ATTACHMENTS:
A. Resolution No. 2023-05
B. Business license records
C. Temporary Use Permit 2020-01 approval letter, dated July 16, 2020
D. City Manager's letter, dated January 12, 2023
E. Appellant's letter, dated January 26, 2023

WITHOUT ATTACHMENTS

ATTACHMENT G

SOMOS
304 South Broadway, Suite 350
Los Angeles, CA 90013

March 13, 2025

VIA U.S. and ELECTRONIC MAIL

Jennifer Daley
SELA for a Better Tomorrow
PO Box # 13308
Los Angeles, California 90013
Email: selaforabettertomorrow@gmail.com

Re: SELA Letter Concerning Alameda Engle Properties, LLC

Dear Ms. Daley,

We are in receipt of your letter on behalf of SELA for a Better Tomorrow ("SELA") dated March 6, 2025 ("SELA Letter"). We are writing on behalf of Alameda Engle Properties, LLC ("AEP") to correct misstatements in the SELA Letter, and to address SELA's concerns regarding the truck trailer and container storage ("Site Operations") at 8530 Alameda Street (the "Property") which straddles the jurisdictions of the City of South Gate ("City") and Los Angeles County.

Herein and with respect to the SELA Letter, we address: (1) the longstanding legal conduct of the Site Operations at the Property; (2) the fact that levels of allegedly elevated arsenic in the City are not affiliated with the Property, the Site Operations, or AEP given the surrounding land uses; and (3) the fact that continuing the Site Operations at the Property until its transition at same to educational and institutional uses is in the best interests of all, including the citizens of South Gate. We appreciate this opportunity to respond directly to SELA's concerns and look forward to opportunities to meet with you and with SELA's membership to discuss how our collective concerns and interests regarding the Property can be collaboratively addressed.

As a threshold matter, we invite SELA's consideration of the points expressed in AEP's February 6, 2025 *Request for Appeal of Director's Determination and Noncompliance Notification* ("Appeal") attached for convenience as Exhibit A hereto and incorporated by reference herein. Adding to the points made in our Appeal, AEP specifically addresses the SELA Letter as follows:

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304 South Broadway, Suite 350
Los Angeles, CA 90013

I. AEP's operations are legal and have remained constant since 1973

The SELA Letter suggests that the Site Operations have operated illegally for three years "with no business license, no [Temporary Use Permit ("TUP")] or Conditional Use Permit...." In fact, the Site Operations have consistently operated in South Gate since 1973 and pre-date the currently applicable zoning at the Property. As such, all aspects of the Site Operations are "legal nonconforming uses," which are protected and specifically allowed to continue by the South Gate Municipal Code ("SGMC").[1]

Legal nonconforming uses are ***not*** illegal; they are land uses or structures that were lawful when they were established but no longer comply with the current zoning regulations. Since 1973, Site Operations at the Property have been operating lawfully and with City oversight. The City has issued multiple business licenses specially authorizing outdoor storage – an authorized use on the Property.

With respect to the Temporary Use Permit ("TUP") issued for the Property, as explained in AEP's Appeal, AEP was ***required*** to obtain the TUP by then Director of Community Development, Joe Perez. The City has acknowledged that requiring a TUP (instead of, for example, a Development Agreement or Conditional Use Permit) was in error. Given the uses of the Property never changed and the legal nonconforming use was maintained, no TUP should have been required in the first place.[2] Since the City's acknowledgement that the 2020 TUP was in error, AEP and its tenant (Fleet Yards) have worked diligently to resolve any permitting issues regarding the Property with the City.

II. There is no link between the allegedly elevated local arsenic levels and the Property or AEP's operations at same

Arsenic is a naturally occurring element with levels that vary by locality. Arsenic is used in lead alloys (*e.g.*, for car batteries), wood preservatives (*e.g.,* railroad ties), and applications in the metallurgical, glass-making, and semiconductor industries. The SELA Letter references a federal Environmental Protection Agency ("EPA") study that purportedly found that 83 homes adjacent to the Property exceeded California's standards for acceptable levels of arsenic.[3] From this, the SELA Letter makes the unfounded suggestion that the AEP Operations or Property are responsible for this arsenic. This is wholly unsubstantiated.

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[1] *See* SGMC § 11.55, *et seq.* (Nonconforming Uses and Buildings).

[2] AEP has had no affiliation with Mr. Effren Martinez since the City's errant issuance of the TUP.

[3] The federal study referenced by SELA is not attached to or referenced by the SELA Letter.

SOMOS
304 South Broadway, Suite 350
Los Angeles, CA 90013

AEP has conducted substantial testing of its Property in coordination with the California Department of Toxic Substances Control ("DTSC"). AEP continues to work with DTSC to actively monitor the Property, and is in compliance with all DTSC requirements. The results of this testing indicate that any elevated levels of arsenic, which is naturally occurring in soil, is not present at the Property in concentrations above background. On this basis, any elevated levels of arsenic at adjacent properties are not related to AEP, the Site Operations, or the Property. Notably however, the Property is bordered by numerous industrial properties and uses likely to employ arsenic, including railroad tracks, glass manufacturing, and a metallurgical manufacturer.[4] In light of these facts, the SELA Letter's suggestion that AEP, the Site Operations, or the Property are responsible for any locally elevated arsenic levels is unsubstantiated and inaccurate.

III. Continuing the Property's legal nonconforming use is in the interests of the City, its citizens, and AEP

We appreciate SELA's acknowledgement that the City's ongoing consideration of the industrial policies and zoning requires time to carefully study and consider the impacts of same. Despite its right to continue the legal nonconforming use, AEP is actively trying to transition the Property to a use compatible with the Industrial Flex ("IF") zoning now in place. Permissible uses in the IF zone include civic/institutional facilities, open space, office/research and development and light industrial uses.

Given the industrial nature of the surrounding properties however, both in the City as well as the County of Los Angeles, this transition is anticipated to require time and resources. AEP's support for this transition is funded by rental income received from the Property's current tenant, Fleet Yards. In order to minimize disruptions to the redevelopment process and preserve AEP's support for this transition, the current legally nonconforming use of the Property must continue until such time as a proposal for development of the Property consistent with the IF zone is received, or by 2035, consistent with the requirements of the current General Plan.

Prematurely terminating the currently legal use would not expedite the redevelopment process, invites legal challenges, and would likely cause unnecessary delays. Such delay benefits no one: not SELA; not the City; and certainly not he citizens and business leaders of the South Gate community.

[4] The Zoning Map for the City of South Gate is available HERE and attached as Exhibit B hereto. An aerial map of the Property and surrounding uses is available HERE and attached as Exhibit C hereto.

SOMOS
304 South Broadway, Suite 350
Los Angeles, CA 90013

IV. Conclusion

AEP remains dedicated to cooperatively working with the City, South Gate community, and SELA in its path forward. AEP is open to feedback on the types of features that SELA and/or its members may have regarding the Property and its use. We look forward to the opportunity to meet with SELA to review how to address all parties' concerns regarding the Property and working together towards a community-based solution.

Sincerely,



Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

cc:

Alan Engle, Alameda Engle Properties, LLC
Jason Engle, Alameda Engle Properties, LLC
Daniel Otting, Fleet Yards
Mayor Maria Davila
Rob Houston, City Manager
Raul Salinas, City Attorney
James Eckart, City Prosecutor
David Crabtree, Interim Community Development Director
John Signo, Planning Manager
Yalini Siva, Senior Planner

Exhibit A

AEP Request for Appeal of Director's Determination

SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

February 6, 2025

Office of the
South Gate City Clerk

FEB - 6 2025

FILED

VIA ELECTRONIC MAIL

David Crabtree
Interim Director of Community Development
City of South Gate
8650 California Avenue
Email: Dcrabtree@sogate.org

Re: Request for Appeal of Director's Determination and Noncompliance Notification

Dear Mr. Crabtree,

We are in receipt of your letter dated January 21, 2025 ("Director's Determination") and writing on behalf of Alameda Engle Properties, LLC ("AEP") to appeal the Director's Determination, and to correct misstatements made in the letter. We have provided substantial information to the City demonstrating that the metal recycling operations and truck trailer and container storage at 8530 Alameda Street (the "Property") were legal and nonconforming when established by right in 1973. As explained in more detail below, the City's interpretation of the South Gate Municipal Code ("SGMC" or "Code") is inconsistent with the code language and with the express protections for legal nonconforming uses in the Code and in the City of South Gate's General Plan ("General Plan").

AEP is aware of the City's intent to phase out industrial uses in the area in favor of educational and institutional uses. AEP has supported the City in this endeavor and worked diligently to propose several solutions that will help the City achieve these long-term goals. However, we cannot reach a resolution if the City is not willing to discuss these issues with AEP.

We write first to appeal the Director's Determination, but also to respectfully request the City to consider the alternative proposals and to meet with our office and AEP in order to reach an equitable solution. AEP remains dedicated to working with the City to reach a mutually-acceptable resolution outside of the context of an appeal. If a resolution cannot be reached, our appeal will proceed on the following grounds:

i. The City's interpretation of the legal nonconforming use provisions of the SGMC are inconsistent with the Code;
ii. The Director's Determination does not comply with codified requirements;
iii. The General Plan requires gradual phase-out for existing uses to avoid vacancy;
iv. Due Process; and
v. The City's failure to comply with the California Environmental Quality Act ("CEQA"), Ca. Pub. Res. Code §§ 21000, *et seq.*

I. Introduction

The reason this issue is before the City is because then Director of Community Development, Joe Perez, errantly required AEP to obtain a Temporary Use Permit in 2020 instead addressing the legal nonconforming use issue at that time, or pursuing an appropriate entitlement, such as a DA or CUP. The City did not communicate this failure to AEP for several years – until the current tenants, Fleet Yards, attempted to renew their operating permits. Since the City's communication that their 2020 requirements were in error, AEP, together with Fleet Yards, have worked diligently to resolve this issue with the City. As acknowledged in the Director's Determination, truck trailer and container storage has been a lawful use on the Property since 1973 as part of the metal recycling facilities that operated until 2020. This is demonstrated with Certificates of Occupancy and business licenses issued by the City that address the use. The truck trailer and container storage continued on the Property pursuant to entitlements that the City required of AEP, and continues to operate today.

At the City's recommendation, AEP submitted several options to correct the City's 2020 error. The solutions presented include 1) proposed terms for a Development Agreement ("DA") including market research to support viable alternate uses, third-party partnerships as envisioned in the General Plan, medium-term phase out of the current use, and a timeline with measurable milestones to facilitate redevelopment/alternative use. Our initial timeline was based on the phase-out language in the General Plan. The DA terms were submitted to the City on June 18, 2024 of last year. Although it has had 6 months to review the proposed terms, the City has not yet responded or provided feedback, or been willing to meet with our office to reach a resolution. Also at the recommendation of the City, our office submitted an application for a Zone Change ('ZC") and General Plan Amendment ("GPA") which can achieve the City's goals by 1) adding text for structured phase-out[1] or 2) reverting the Property to its previous M3 designation until a viable use or development partner is identified. The City did not acknowledge receipt of the application for nearly 2.5 months after it was filed – notwithstanding consistent follow-up from my office regarding the status of the

[1] We understand that only the City can initiate text changes to the SGMC and General Plan. These options were presented to the City in good faith and at the recommendation of City representatives, with the intention of adding the language required to help the City achieve its redevelopment goals in the South Gate Community College District and to provide structure for phasing out the current use.

application and invitations to discuss. These discussions are crucial because the Property is uniquely situated. Approximately 33 percent of the Property is located outside of the City in unincorporated Los Angeles County – and zoned for heavy industrial uses consistent with the current use. In addition, the only exit/entrance located on the property is located outside of the City's jurisdiction. As described in more detail below, the Property is also subject to additional development constraints. A viable solution for redevelopment of any kind must be compatible with these external constraints. Immediate termination of the existing use would result in a regulatory taking of the portion of the Property located in South Gate. To avoid this outcome, AEP again invites the City to discuss the proposed alternatives at any time convenient to the City.

II. Analysis

a. The Director's Determination is Unsupported by the SGMC

i. The Code Does not Allow the Director to Differentiate Ancillary from Primary Uses

The SGMC unequivocally requires protection for "all nonconforming buildings or uses, including outdoor activities such as product storage or parking."[2] The SGMC specifically protects all parts of a legal nonconforming use. Before a use or any part of a use can be terminated for abandonment or discontinuation, the Director must make substantiated findings that the use is "***wholly discontinued or abandoned*** for a continuous period of two calendar years."[3] The Director cannot make such findings based on the documentation submitted to the City. In addition, the City must treat "an existing use of any part of a building or property ... to be an existing use throughout that building or property, including outdoor activities."[4] This language clarifies that once a use is legally established, it is legally established for the entirety of the property – indicating that separating parts of a property or parts of a use are inappropriate in a legal nonconforming use analysis. Here, the truck trailer and container use has been a continuous use on the property since the metal recycling operations began in 1973. This has been documented at length in letters and materials submitted to the City on April 27, 2023, May 2, 2023, May 16, 2023, and August 17, 2023. On August 17, 2023, our office provided copies of all available business licenses for the property. Any licenses that were not available were requested from the City, but not provided. The licenses issued to Jack Engle and Company ("JECO") for the Property span between 2015 and 2018, and specifically acknowledge that "outdoor storage" as an authorized use on the site. There is no delineation between primary and ancillary uses on the permits. In addition, our office provided licenses issued to Fleet Yards that specifically acknowledge a special permit for "outdoor storage." As you know, the City must

[2] SGMC § 11.55.020.
[3] SGMC § 11.55.040(D).
[4] SGMC § 11.55.030(O).

conduct zoning compliance review as part of its business license process,[5] the City reviewed, and issued business licenses specifically authorized "outdoor storage" repeatedly – first to JECO and then to Fleet Yards, as demonstrated by the business licenses that we provided to the City spanning between 2015 and 2020. By authorizing "outdoor storage" via the business licenses, the use was legally established as applied to the entirety of the Property pursuant to Section 11.55.030(O).

The Director cannot claim that the use been "wholly" discontinued based on this prior authorization of the metal recycling operations and specifically of the outdoor storage – even after the City rezoned the Property from M3 to IF. In addition, there is no language in the entirety of SGMC Chapter 11.55 – *Nonconforming Uses and Buildings*, that suggests that the Director is authorized to bifurcate different parts of a legal nonconforming use to justify termination. This interpretation is inconsistent with a plain read of the Code. In addition, based on publicly available information, there are no examples of the City using this interpretation for similarly-situated properties.

ii. Immediate Termination of the Existing Use is Inconsistent with the SGMC and the General Plan.

Because vacant property does not serve the City, its constituents, or the local community, both the SGMC and the General Plan specifically provide for gradual phasing out of noncompatible existing uses as future uses become viable. Section 11.22.060 of the SGMC states in relevant part that "The purpose of the industrial flex zone is to continue the industrial job base in the area, while allowing flexibility to incorporate a mix of uses and job options."[6] The General Plan states in relevant part that "**Industrial and manufacturing uses should remain in the area** but could be phased out as the college district expands."[7] In addition, the General Plan anticipates phasing out consistent with the course of the current plan, which does not terminate until 2035. Our initial DA proposal adopted the same timeline to ensure consistency with the General Plan. However, prior to the appeal hearing, we would appreciate the opportunity to meet with the City to discuss revised DA terms, including a revised timeline. As explained in more detail below, an immediate transition to an alternate use is not feasible or practical on the Property due to its unique location, an existing restrictive covenant, and heavy industrial surroundings both within and outside of the City's jurisdiction. As required by the Code and the General Plan, a gradual transition is better suited to address the interests and concerns of both the City and AEP.

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[5] See the City of South Gate's requirements for obtaining a new business license, including review of a Zoning Clearance Form by the Community Development Department, available here: https://www.cityofsouthgate.org/Business-Development/Your-Business/Permits-Licenses/Business-Licenses

[6] SGMC § 11.22.060.

[7] General Plan Community Design Element, Policy P.6.

iii. The Director's Determination Violates Codified Procedural Requirements

The Director did not address codified requirements for legal nonconforming use analysis in the Director's Determination. In order to establish that a use has been "wholly discontinued or abandoned"[8] for the requisite two-year period, the Director is required to make specific findings, supported by evidence in the determination.[9] These findings must include:

1. The apparent intent of the owner;
2. Presence or absence of personal property associated with the use;
3. Presence or absence of furnishings, equipment and other property associated with the use; and
4. Continuity of utility service to the property[10]

The Director's findings do not address any of the criteria above. As noted in our previous correspondence, the evidence submitted to the City does not support a finding that the use has been wholly discontinued or abandoned. AEP has communicated directly to City[11] that its intent is to continue current operations until a viable alternative use or development partner is identified. The Director does not address the owner's intent in the Determination Letter. On April 27, 2023 and August 17, 2023, our office provided photographs, utility records, historic licenses, business ledgers and comparable documentation demonstrating that the truck trailers and containers are still located on the property, that the facilities to coordinate this use are still located on the property, and that utility service to the Property is and has been current so that the use can continue. In addition, AEP has provided private tours of the Property to City staff and elected officials as part of its ongoing good faith efforts to reach an equitable resolution. For these reasons, the Director's findings are not substantiated by evidence, or compliant with SGMC requirements.

b. <u>The City's Management of the Legal Nonconforming Use Gives Rise to Substantive and Procedural Due Process Concerns.</u>

The Applicant's rights to substantive and procedural due process is protected by the California Constitution.[12] This includes adjudication of land use issues free from arbitrary, capricious, or discriminatory determinations by City staff.[13] On several occasions, the City's management of this matter indicate violations of AEP's

[8] SGMC § 11.55.040(D).
[9] SGMC § 11.55.040(D).
[10] SGMC § 11.55.040(D).
[11] On June 18, 2024, AEP submitted proposed terms for a Development Agreement that would phase out the current use over time while the parties worked together to identify viable alternative uses.
[12] Cal. Const. art I §7.
[13] *Arnel Development Co. v. City of Costa Mesa* (1981)126 Cal.App3d 330, 335-6 (A city cannot unfairly discriminate against a particular parcel of land, and the courts may properly inquire as to whether the scheme of classification has been applied fairly and impartially in each instance.") *Wilkins v. City of San Bernardino*, (1946) 29 Cal.2d 332, 338; *City of Orange v. Valenti* (1974) 37 Cal.App.3d 240, 243.

constitutional right to due process. This issue has been raised in previous correspondence, but more recently, on or around March 19, 2024, we were asked to file a request for a Zone Change and General Plan Amendment by City representatives. After months of follow-up correspondence with the City, we filed the application on October 14, 2024. Although our office has been in consistent contact with the City since filing the application, the City did not acknowledge receipt of the application, assign a planner, or begin processing the application until January, 2025 – nearly 2.5 months after filing. Similarly, at the request of City representatives, AEP submitted proposed terms for a Development Agreement that would phase out the current use. We shared this proposal on June 18, 2024, but have not received feedback from the City on the terms.

On May 17, 2024, our office requested specific documents relating to the City's misstatements during a May 2, 2024 Planning Commission hearing, and made several inquiries about the City's allegations regarding changes to the SGMC. Although it took the City several months to provide responsive documents, the City was unable to provide most of the documents that we requested, including previous iterations of the code and older business licenses. In addition, we did not receive responses to our questions about the previous code changes. Our office located some of these records independently, and immediately shared them with the City. The Director's Determination cites a 1988 change to the SGMC that required a Conditional Use Permit – This information was specifically requested by my office on May 17, 2024, but never provided in the City's responsive documents. In addition, where, as here, the uses on the Property were established in 1973, subsequent entitlement requirements from 1988 would apply only to new uses or facilities. We have provided substantial documentation that the previous uses on the Property, including metal recycling and truck trailer and container storage were allowed by right at the time they were established in 1973. Finally, as noted above, the Director's Determination does not substantiate several of the City's claims, as required in the code, and adopts an interpretation of the City's legal nonconforming use provisions that is inconsistent with the code language and is unique to AEP's property. Based on publicly-available information and the documents provided by the City, the City's treatment of this Property is unique and arguably arbitrary, capricious, and inconsistent with Constitutional due process requirements.

c. Termination of the Legal Nonconforming Use is a *de facto* Regulatory Taking.

The City's 2015 Zone Change and General Plan Amendment changed the zoning on the Property from "M3" – Heavy Manufacturing to "IF" -Industrial Flex, within Subarea 1 of the South Gate College District – a sub district created by the 2015 General Plan Amendment. However, the 2015 changes to the General Plan severely restrict future uses on the Property – many of which are not immediately viable because of the Property location and unique characteristics. For this reason, the SGMC and the General Plan specifically prioritize protecting existing businesses as noted above until alternative uses are identified.

Although the IF zone allows a small range of uses, such as research and development facilities, mixed-use and residential uses, these uses are severely limited by the South Gate College District designation. In this subdistrict, the only uses permitted are civic/institutional facilities, open space, office/research and development and light industrial uses. Residential uses are not permitted, and retail uses are discouraged. The General Plan explains that this subdistrict was designed to be a redevelopment in partnership with local community college districts, only to be executed after the City prepared a Specific Plan or Precise Plan together with a community college partner.[14] The purpose of this Specific Plan/Precise Plan was to identify viable alternative uses on the Property *prior* to phasing out the existing use. The City has had 10 years to initiate preliminary planning stages. However, to date, the City has prepared no such plan. For this reason, we included market studies and milestones in the DA proposal to help the City complete this preliminary requirement for redevelopment.

AEP has worked diligently and in good faith with the City to propose solutions that achieve its long-term vision for the Property. However, immediate transition to these uses is not feasible or practical.

The Property is surrounded by heavy industrial uses on 3 sides, including metal fabrication facilities, automotive repair yards, train tracks, warehouses, and similar uses. In addition, we understand from County representatives that adjacent property to the east (bordered by residential uses in South Gate) is slated for development of an additional warehouse facility – meaning that all four sides of the Property will eventually be bordered by heavy industrial uses. The majority of these uses are located outside of the City's jurisdiction.

The Property is also restricted pursuant to an agreement with the Department of Toxic Substances Control ("DTSC"). Pursuant to this agreement, the South Gate portion of the Property may not be used for residential uses, or for educational facilities for persons under 18 years of age. A copy of these restrictions is attached as Exhibit A. This means that prior to creating the Specific Plan or Precise Plan anticipated in the General Plan, coordination with DTSC on the proposed use, protection measures, and additional restrictions would need to be factored into an appropriate phase-out term that allows productive use of the Property while a viable future use or development partner is identified. For this reason, the General Plan does not allow immediate termination of existing uses.

In addition, the General Plan subdistrict designation appears to preclude any use that is not affiliated with a community college district. In light of the status of the Specific Plan/Precise Plan, the surrounding heavy industrial uses that are not subject to South Gate's jurisdiction, and additional use restrictions from DTSC – terminating the current use without a bridge solution would result in indefinite vacancy and a *de facto* regulatory taking.

[14] General Plan, Community Design Element, Policy P.2.

d. The City Has Not Considered the Environmental Consequences Resulting from the Termination of the Existing Land Use in Favor of Alternative Land Uses Inconsistent with the Requirements of CEQA.

The City's termination of the long-standing use of the AEP property effectively changes the AEP property's land use designation in a way that is clearly intended to alter development patterns. Such changes would likely result in new significant environmental impacts, or at a minimum, would increase the severity of effects which may have been identified previously. For example, the land uses permitted by the South Gate College District designation (*e.g.*, civic/institutional facilities, open space, office/research and development and light industrial uses) will change the type and frequency of vehicles accessing the AEP Property and general area. This is, of course, why the General Plan envisioned the South Gate College subdistrict would be supported by a Specific Plan or Precise Plan which would comply with CEQA.

As mentioned previously however, no Specific Plan/Precise Plan to identify viable alternative uses on the AEP Property prior to phasing out the existing use has been completed and as such, no environmental analysis under CEQA in support of said Specific Plan/Precise Plan has been prepared. To terminate the long-standing land use at the AEP Property prior to completing this Specific Plan/Precise Plan and analyzing the environmental impacts of same is inconsistent with a core tenet of CEQA that environmental review must precede the approval of a definite course of action by the City.

Here, the City's termination of the existing land uses at the AEP Property in favor of alternative land uses whose environmental impacts have not been evaluated violates the requirements of CEQA.

III. Conclusion

AEP remains dedicated to reaching a resolution with the City via the pending ZC/GPA application, revisiting the proposed DA terms, or such other structure that the Parties deem appropriate. We are available to coordinate a meeting to discuss additional options at your earliest convenience.

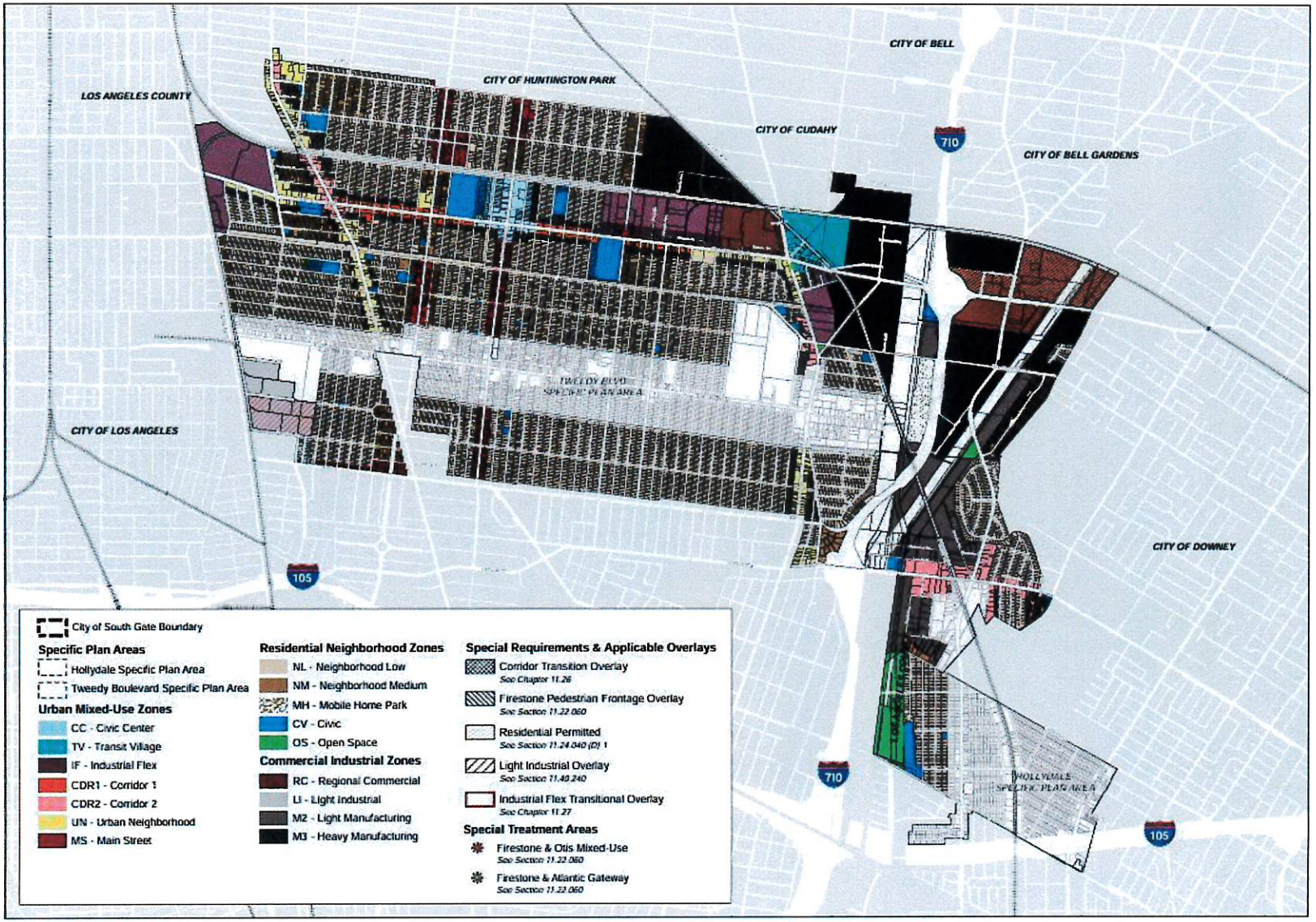
Sincerely,

Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

cc:
Alan Engle, Alameda Engle Properties, LLC
Jason Engle, Alameda Engle Properties, LLC
Daniel Otting, Fleet Yards
Rob Houston, City Manager
Raul Salinas, City Attorney
James Eckart, City Prosecutor

Exhibit B

City of South Gate Zoning Map

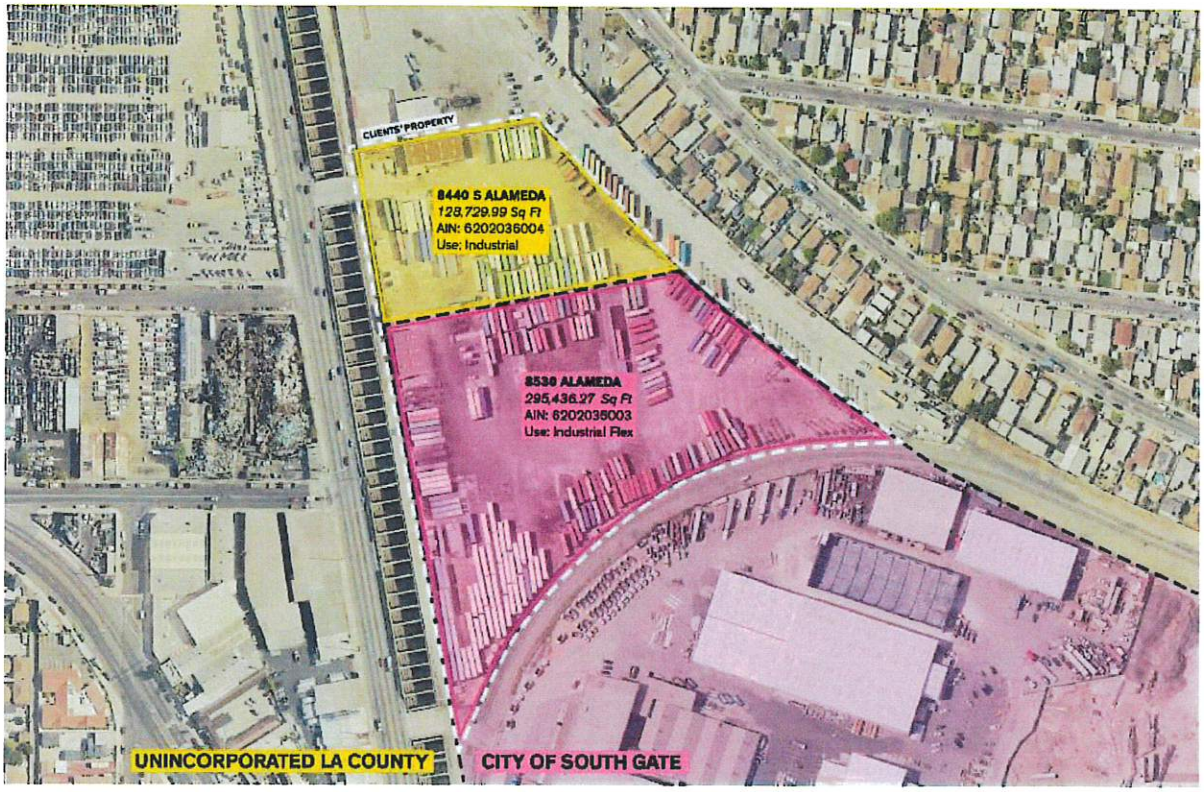


Zoning Map
City of South Gate

235

Exhibit C

Property Map


CLIENTS' PROPERTY
8440 S ALAMEDA
128,729.99 Sq Ft
AIN: 6202036004
Use: Industrial
8530 ALAMEDA
295,436.27 Sq Ft
AIN: 6202036003
Use: Industrial Flex
UNINCORPORATED LA COUNTY
CITY OF SOUTH GATE

ATTACHMENT H

SELA
For a Better Tomorrow

March 6, 2025

VIA U.S. MAIL AND EMAIL

Mayor Maria Davila
City of South Gate
8650 California Avenue
South Gate, CA 90280
mdavila@sogate.org

Re: Immediate Demand for Enforcement of City Codes and Accountability for Illegal Operations in the City of South Gate

Dear Mayor Davila and City Officials,

This letter is submitted on behalf of SELA for a Better Tomorrow, a 501(c)(3) nonprofit organization (SELA), and the concerned residents of South Gate who we represent.

You and the City of South Gate (the "City") have a legal and moral obligation to uphold the City's own codes, yet have repeatedly failed to do so, allowing numerous ***illegal*** and ***dangerous*** operations to continue unchecked. If immediate corrective action is not taken, SELA will have no choice but to proceed with legal action, including seeking a writ of mandate for injunctive and declaratory relief to compel the City to enforce its own regulations and protect the health and wellbeing of its residents.

We want to be clear—we are well-funded and have engaged both paid and pro-bono legal counsel to achieve our objectives. We are fully prepared to pursue all necessary legal avenues to ensure compliance with the law and hold you and other City officials accountable for their continued negligence.

Illegal Operations and the City's Failure to Act

Numerous properties in South Gate, including but not limited to:

- 8530 Alameda St. (Alameda Engle Properties, LLC);
- 9313 Rayo Ave. (Mr. C's Towing of South Gate. Inc.); and
- 4552 Ardine St. (Titan Terminals and Transport Inc. / J.B. Hunt Transport Services, Inc.)

are operating ***without*** permits, zoning approvals, Environmental Impact Reports (EIRs), proper grading, water runoff plans, cleanup systems, traffic studies or infrastructure to mitigate the environmental and public health risks associated with their use. These businesses have been operating for years in direct violation of the City's own codes, with full knowledge of City officials, yet no meaningful enforcement action has been taken.

Our investigators have evidence that the Engle truck yard at 8530 Alameda St. was issued a Temporary Use Permit (TUP) in 2020, which ***expired*** on July 16, 2021. The City itself has acknowledged that this permit was issued in error, as a TUP is only valid for "three days in a row or ten working days in any calendar year." Despite this, the truck yard has been operating continuously and ***illegally*** for over three years, with no business license, no TUP or Conditional Use Permit in violation of multiple laws and at the expense of the City's residents and environment. Why has the City allowed a well-known zoning violator to continue to conduct illegal business for years while others are cited?

Similarly, the property at 4552 Ardine St. was illegally converted into a container yard by Titan Terminals over a decade ago. No zoning approvals, permits, or environmental clearances exist for this container yard. The property has been graded, leased, and used for industrial purposes without any standard environmental safeguards, endangering the health and safety of residents.

At 9313 Rayo Ave., Mr. C's Towing illegally established a yard on a contaminated EPA Superfund Site (formerly Cooper Drum Co.). The site, known to contain toxic substances, is directly adjacent to the LAUSD's Tweedy Learning Center, placing students and staff at serious health risk. The City has allowed this illegal operation to continue without requiring proper permitting, zoning, or environmental review.

Failure to Enforce City Codes & Zoning

The City has an obligation to enforce its General Plan and zoning ordinances, which designate these areas as Industrial Flex ("IF")—not Heavy Manufacturing ("M3"). The City claims these properties are under administrative review and that they will need to request a zone change, while the City takes no meaningful action, conducts no traffic or environmental studies and holds no public meetings. The City continues to ignore its own policies, allowing truck yards and industrial operations to persist illegally and at great harm to residents. The proposal to rezone this parcel from IF to M3 and revert back to its previous use is a step backward from South Gate's goals of sustainability and growth. In addition, this proposal cannot be made by the applicant, Somos Law Group representing Alameda Engle Properties, LLC. An amendment to this zoning code must be initiated by the City, be it the City Council, Planning Commission, or City Manager.

We know the City is in the process of an industrial use study to decide how to move forward with its industrial zones. The Engel property is in an area that's already been rezoned to less intensive uses and if the City decides to limit M3 zones, this request would contradict the City's future plans. The City cannot allow the application to move forward until the industrial study is completed.

Since December 2023, repeated attempts by residents and community leaders, including Felipe Guerrero, to raise these concerns have been dismissed by City officials, including City Manager Rob Houston and City Attorney Raul Salinas. Hundreds of residents have signed petitions demanding enforcement, yet their voices are being ignored. This inaction raises serious questions about potential corruption and conflicts of interest within City Hall.

Links to Regional Corruption and Negligence

We are aware of the recent criminal investigations into municipal corruption in Huntington Park, where city officials were raided by the L.A. County District Attorney's Bureau of Investigation. One of the individuals under investigation, Efren Martinez, was the consultant responsible for securing the illegitimate TUP at 8530 Alameda St. The parallels between South Gate's failure to enforce the law and Huntington Park's backroom deals are alarming.

SELA FOR A BETTER TOMORROW
PO BOX #13308, LOS ANGELES, CA 90013 | 323-510-6433
SELAFORABETTERTOMORROW@GMAIL.COM

Furthermore, Fenix Entrepreneur's Martin Fierro, a key player in Commerce's truck parking scandal, has made financial contributions to South Gate officials. Given that he is under FBI investigation for paying off Commerce officials to secure illegal truck storage permits, his ties to South Gate raise significant concerns.

In addition, Michael Welsh, owner of Mr. C's Towing and Fubar Properties LLC, donates directly to the City and has been penalized by the Fair Political Practices Division for violating campaign contribution laws.

Why is South Gate allowing illegal truck storage operations while accepting donations from individuals involved in such schemes?

Environmental & Public Health Crisis

The Department of Toxic Substances Control ("DTSC") has conducted contamination soil and soil vapor testing and has identified high levels of lead, arsenic and volatile organic compounds (VOCs), like PCE, TCE, PCBs, and benzene at each of these illegal sites. The DTSC states that when VOCs are not properly cleaned up, as in the cases of the above-named properties, they can migrate from soil or water into buildings through a process called vapor intrusion. Vapor intrusion contaminates indoor air quality which can impact the respiratory system and potentially cause cancer over time.

A Federal EPA study of 83 homes adjacent to 8530 Alameda found that ***all*** exceeded California's acceptable arsenic level (0.11 mg/kg), with 5 homes testing at over 15 mg/kg— ***136 times the safe limit***.

Exposure to these contaminants can cause cancer, especially of the bladder, lung, and kidneys, neurological damage, reproductive harm, organ failure, and developmental problems in children. Without proper cleanup, these toxins leach into the air, soil, and water, threatening public health and safety.

Safety and Quality of Life for Residents

The City's failure to enforce the law is destroying the safety and quality of life for the residents of South Gate. Because the truck yards are completely unregulated, they contribute to an increase in traffic accidents, some fatal, pedestrian danger and deaths, excessive traffic, road damage, reduced parking in residential areas, noise pollution, property damage, decreased property values and homelessness. In choosing to repeatedly ignore the issues of safety and quality of life for South Gate, the City has cultivated mistrust and low morale among residents.

SELA FOR A BETTER TOMORROW
PO BOX #13308, LOS ANGELES, CA 90013 | 323-510-6433
SELAFORABETTERTOMORROW@GMAIL.COM

Demand for Immediate Action

The City of South Gate must immediately:

1. **Issue a cease and desist letter to shut down illegal truck yards and industrial operations** at 8530 Alameda St., 9313 Rayo Ave., and 4552 Ardine St. because they have no legal permits to operate.
2. **Enforce zoning laws and cease granting unlawful permits** that violate the 2015 General Plan Amendment.
3. **Investigate potential conflicts of interest and corruption** regarding political donations and business dealings tied to illegal operations.
4. **Hold public hearings on environmental remediation efforts** and allocate funding for community improvements rather than allowing backroom deals.
5. **Work with the EPA and DTSC to ensure proper cleanup** of contaminated sites and prevent further exposure.

The failure of South Gate officials to act has already put lives at risk, eroded public trust, and facilitated environmental and economic injustice. We demand that you ***do your job*** and enforce the laws for the benefit of residents—not for the profit of your donors and other special interests.

We expect a written response outlining the City's plan to immediately rectify these violations within ten days of this letter. If the City fails to take corrective action, we will pursue legal action and expose this dereliction of duty in court and in the public eye.

The residents of South Gate deserve transparency, accountability, and leadership that prioritizes their health and safety—not secret deals and political favors. The era of unchecked corruption and environmental destruction must end, and we are prepared to hold those responsible ***fully accountable***.

Sincerely,

Jennifer Daley
SELA for a Better Tomorrow

SELA FOR A BETTER TOMORROW
PO BOX #13308, LOS ANGELES, CA 90013 | 323-510-6433
SELAFORABETTERTOMORROW@GMAIL.COM

cc: Joshua Barron (jbarron@sogate.org)
Vice Mayor

Maria del Pilar Avalos (mpavalos@sogate.org)
Council Member

Gil Hurtado (ghurtado@sogate.org)
Council Member

Al Rios (arios@sogate.org)
Council Member

David M. Crabtree (dcrabtree@sogate.org)
Interim Community Development Director

Rob Houston (rhouston@sogate.org)
City Manager

Raul Salinas (rsalinas@sogate.org)
City Attorney

James Eckart (jeckart@drllaw.com)
City Prosecutor

John F. Signo (jsigno@sogate.org)
Planning Manager

Draft Complaint

SELA for a Better Tomorrow

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SELA FOR A BETTER TOMORROW, a California non-profit corporation,

Petitioner and Plaintiff,

vs.

CITY OF SOUTH GATE, and DOES 1-25, inclusive,

Respondents and Defendants.

CASE NO.:

PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF:

1. **WRIT OF MANDATE – CODE OF CIVIL PROCEDURE § 1085;**
2. **INJUNCTIVE RELIEF AS AUTHORIZED BY LAW;**
3. **DECLARATORY RELIEF AS AUTHORIZED BY LAW**

Plaintiff/Petitioner SELA For A Better Tomorrow hereby brings this action against Defendant/Respondent, City of South Gate, and Does 1-25 (collectively, "Respondents"), and alleges the following:

PARTIES

1. Plaintiff/Petitioner SELA For A Better Tomorrow ("SELA") is a California nonprofit 501(c)(3) corporation. SELA was formed for the purpose of advocating for progressive and environmental causes. Its headquarters are located at PO Box 13308, Los Angeles, California 90013. SELA is entitled to the relief requested below because it and its members are beneficially interested in, and/or adversely affected by, the City's adoption, implementation and enforcement of the Ordinance's provisions challenged herein.

2. Defendant/Respondent, City of South Gate (the "City") is a municipal corporation whose officers, officials an agents are responsible for enacting, implementing and enforcing the Ordinance, including its "no vending" zones and other restrictions challenged herein.

JURISDICTION AND VENUE

3. Jurisdiction over this action is proper in the Superior Court of the State of California because the Court has general subject matter jurisdiction and no statutory exceptions to jurisdiction exist.

4. Venue is proper in this Court pursuant to California Code of Civil Procedure section 394, because each Respondent and Defendant is a city or local agency and is situated in Los Angeles County. Cal. Civ. Proc. Code § 394 ("An action or proceeding

against a . . . city, or local agency, may be tried in the county . . . in which the city or local agency is situated.").

///

FACTUAL BACKGROUND

5. For many properties particularly, 8530 Alameda St. (Alameda Engle Properties, LLC), 9313 Rayo Ave. (Mr. C's Towing) and 4552 Ardine St., do not have permits, temporary or conditional use permits, zoning, Environmental Impact Reports, grading, proper water runoff, sufficient cleanup systems, proper infrastructure, or traffic studies for the actual use of these properties for several years.

6. The truck yard at 8530 Alameda St. was operating under a Temporary Use Permit (TUP) that was issued in 2020 and expired on July 16, 2021. The City maintains that the permit was originally issued in error. The City's position is that the TUP is allowed to be in effect for "3 days in a row or 10 working days in any calendar year," a regulation that this business violated by operating daily. Since July 16 2021, the truck yard has been operating continuously and illegally, without a TUP or a Conditional Use Permit. A true and correct copy of the City's notification to Alameda Engle Properties, LLC, owner of 8530 Alameda St., regarding its non-compliance is attached hereto and incorporated herein as **Exhibit "1"**.

7. The property at 4552 Ardine St. was purchased by Titan Terminals over a decade ago and converted into a container yard illegally. In fact, there was even a citation for it issued. Titan demolished the building, graded the land and illegally leased it out to JB Hunt, the current tenant onsite, without approval, zoning or permitting for this use.

There are no water run-off plans, asphalt work, proper lighting or screening, and no Environmental Impact Report assessing contaminants.

8. At 9313 Rayo Ave in South Gate, a tow yard was erected illegally. This is a historically contaminated government Superfund Site (on record with the EPA as Cooper Drum Co. at 9316 Atlantic Ave., which is on the same property). The tenant is Mr. C's towing and this yard was created without proper permitting, zoning or infrastructure for this use. This site is contaminated and located directly next to Tweedy Learning Center, an LAUSD adult continuation school, putting students and staff at risk for contamination.

9. The City is obligated to enforce their own codes, as these properties are not zoned for their current use, including trucking and truck and tractor trailer storage.

10. The City determined years ago by the 2015 General Plan Amendment that this area is to be used for Industrial Flex (IF) not Heavy Manufacturing (M3), specifically for use by the South Gate College District to benefit residents.

11. The City has been violating the law and their own codes since 2021, and the City has ignored residents since they took action and exposed these violations in 2023. SELA and local residents have repeatedly voiced their concerns about these violations and the health hazards at numerous city council meetings and hundreds of residents have signed the petition to shut down the illegal yards. Attached hereto and incorporated herein as **Exhibit "2"** are true and correct copies of citizen complaints and their petition regarding this unlawful conduct.

12. Felipe Guerrero, a South Gate resident who brought these signatures and complaints from the community to Rob Houston, Raul Salinas, etc. via numerous letters, emails, and meetings since December 2023 (see attached exhibit) has been completely dismissed by the council.

13. SELA's representatives have interfaced with the community, obtained health and environmental data, and conducted research to determine the connections between City council members and the illegal property owners/tenants to better understand why this urgent issue and residents' voices are being consistently suppressed without justification.

14. By allowing these sites to continue illegal operations, the properties and their owners have evaded environmental regulations that are designed protect public health. The Department of Toxic Substances Control (DTSC) provides oversight of these sites with known soil and water.

15. Contamination soil and soil vapor testing have shown high levels of lead arsenic volatile organic compounds (VOCs) like PCE, TCE, PCBs and benzene. VOCs are chemicals used for industrial purposes that emit as gases from solids or liquids and are classified as toxic and dangerous to humans and the environment. They are found in gasoline, diesel fuel, solvents and industrial de-greasers. Exposure to VOCs is through inhalation, skin contact, and ingestion. The DTSC states that when VOCs are not properly cleaned up, as such in the cases of the above named properties, they can migrate from soil or water into buildings through a process called vapor intrusion. Vapor intrusion can affect indoor air quality which can impact the respiratory system and potentially cause cancer over time.

16. Without a comprehensive and adequate cleanup plan, these contaminants will continue harming the environment and potentially impact the respiratory nervous digestive and reproductive system and cause cancer.

17. A Federal EPA study was conducted on 83 homes adjacent to the Engle property at 8530 Alameda St. (information via Rossmery Zayas at Communities for a Better Environment) for levels of arsenic. California's acceptable level of arsenic for homes is 0.11mg/kg. All 83 homes tested above the state limit, with 5 out of the 83 testing above 15 mg/kg. That is 136 times the acceptable amount. The long-term effects of arsenic include cancer (especially bladder, lung, and kidney cancer), cardiovascular disease, diabetes, liver and kidney damage, nerve damage and developmental problems in children.

18. In addition to irreparable health and environmental damage, the City's ongoing failure to enforce the law is destroying the safety and quality of life for the residents of South Gate. These unchecked trucks are causing traffic accidents, some fatal, pedestrian danger, excessive traffic, road damage, a lack of parking, noise pollution, and decreased property values.

FIRST CAUSE OF ACTION
Against All Respondents
(Writ of Mandate – Code of Civil Procedure § 1085)

19. Petitioners reallege and incorporate by reference each and every allegation contained in the above paragraphs.

20. The City has a clear and present duty to carry out their regulation, enforcement and oversight of permits, temporary or conditional use permits, zoning, Environmental

Impact Reports, grading, water runoff, sufficient cleanup systems, proper infrastructure. However, the City has fallen woefully short of its duties in this regard, thereby entitling SELA to a writ of mandate under California Civil Procedure Section 1085, directing and requiring the City to comply with its regulations.

21. At all relevant times, Respondents have had the ability to fulfill their duties under the law.

22. At all relevant times, the City has failed to proceed in the manner required by law.

23. Respondents' actions as alleged herein were arbitrary, capricious, and contrary to law, and not supported by evidence.

24. Both in writing and otherwise, SELA has objected to the City's unlawful conduct, and continue to do so up to the present.

25. SELA has a clear and present beneficial and/or pecuniary interest in the issuance of a writ of mandate because, unless this petition is granted, SELA and others similarly situated will be denied the benefits of the City's zoning regulations.

26. SELA has no plain, speedy or adequate remedy in the ordinary course of law. Unless this Court grants the relief requested, the City will continue to fail and refuse to perform their legal duties. No money damages or other legal remedy could adequately compensate SELA or the public for the injury and hardship attributable to the City's unlawful conduct.

27. The City, moreover, owes a legal duty to SELA and residents of South Gate to enforce its laws.

28. Section 1021.5 of the Code of Civil Procedure provides that attorneys' fees may be awarded to a successful party against one or more opposing parties in any action which has resulted in the enforcement of an important right affecting the public interest. SELA is entitled to such an award of attorneys' fees for the following reasons:

a. SELA is informed and believes, and thereon alleges, that the general public or a large class of persons has a significant interest in, and will derive a significant benefit from, the relief prayed for herein.

b. The general public will derive a significant benefit from the proper enforcement and application of the law.

c. The general public will derive further significant benefits from this action and the relief prayed for herein, in that such relief will further the State's goals by eliminating hazardous and toxic conditions.

29. The City's compliance with its regulations is a matter of great public concern. The necessity and financial burden of private enforcement by SELA is such to make an award of attorneys' fees appropriate, and such fees should not, in the interests of justice, be borne by SELA.

SECOND CAUSE OF ACTION
Against All Respondents
(Injunctive Relief As Authorized By Law)

30. Petitioners reallege and incorporate by reference each and every allegation contained in the above paragraphs.

31. SELA has no plain, speedy, and adequate remedy for the City's wrongful conduct in violation its laws. Monetary damages cannot adequately compensate for the irreparable injuries caused thereby.

32. Unless enjoined by this Court, the City will continue to violate its' code in all of the respects complained of herein.

33. SELA is entitled to preliminary and permanent injunctive relief prohibiting _____. Absent intervention by the Court, SELA, and others similarly situated, have and will continue to suffer irreparable injuries through the City's wrongful conduct detailed herein.

34. For the reasons alleged above, Petitioners are entitled to an award of attorneys' fees under Section 1021.5 of the Code of Civil Procedure.

THIRD CAUSE OF ACTION
Against All Respondents
(Writ of Mandate – Code of Civil Procedure § 1085)

35. Petitioners reallege and incorporate by reference each and every allegation contained in the above paragraphs.

36. An actual controversy presently exists between SELA and the City concerning the City's enforcement of its laws because SELA contends that the City has consistently failed to enforce those laws, to the detriment of the community.

37. SELA is informed and believes, and thereon alleges, that the City denies SELA's contentions and further deny that they have acted in contravention of the law in any respect.

38. SELA therefore seeks a judicial determination of the rights and duties of the parties with regard to the City's failure to enforce its laws concerning permits, temporary or conditional use permits, zoning, Environmental Impact Reports, grading, water runoff, sufficient cleanup systems, proper infrastructure, and traffic studies.

39. Such a declaration is necessary and appropriate at this time so that SELA and the City may ascertain their respective rights, duties and responsibilities in connection with the matters alleged in this Petition.

40. For the reasons alleged above, Petitioners are entitled to an award of attorneys' fees under Section 1021.5 of the Code of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, SELA requests that this Court:

1. Issue its alternative writ of mandate and/or order to show cause directing the City to enforce all aspects of its Code, specifically with regard to its laws concerning permits, temporary or conditional use permits, zoning, Environmental Impact Reports, grading, water runoff, sufficient cleanup systems, proper infrastructure, and traffic studies.
2. Upon return of the alternative writ and/or the hearing on the order to show cause or alternatively in the first instance, issue a peremptory writ ordering Respondents to enforce all aspects of its Code, specifically with regard to its laws concerning permits, temporary or conditional use permits, zoning, Environmental Impact Reports, grading, water runoff, sufficient cleanup systems, proper infrastructure, and traffic studies.;
3. Enter such temporary restraining orders, preliminary injunctions, and permanent injunctions to prohibit the City from _____;

4. Enter injunctive relief against Respondents requiring them to _____; and

5. Enter as part of the requested (a) writ of mandate, (b) injunctive relief and (c) declaratory judgment, a determination that Respondents are required (i) _____.

SELA For A Better Tomorrow

Exhibits

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

Meeting this week?

2 messages

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: rhouston@sogate.org
[redacted]

Mon, Feb 24, 2025 at 6:17 PM

Hi Rob,

Can we set up an in-person, zoom, or phone meeting with you and anyone else at South Gate who is interested, prior to the next city council meeting on 3/11/25? We are available most days and times from 2/26 to 3/10. The sooner the better. What days and times work best for you?

The environmental non-profit organization I work with, SELA For a Better Tomorrow, has been offered pro bono legal help in shutting down unpermitted illegal truck yards, especially those operating in South Gate at or near 8530 Alameda St., 4552 Ardine St., 9313 Rayo Ave, etc. The city council is allowing them to operate without the proper permits or proper zoning, harming residents and the environment. Before we go down this legal route, we would appreciate the chance to discuss this with you.

We'd like to address our concerns and points with you to see if we can amicably resolve our issues and protect the South Gate residents and environment.

Please let me know when you are available.

Thank you,

–
Jennifer Daley
SELA For a Better Tomorrow

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: rhouston@sogate.org
[redacted]

Wed, Feb 26, 2025 at 12:29 PM

Hi Rob,
Just confirming you received my email and a request for a meeting. Are you available early next week for a meeting or call?

Thanks.
[Quoted text hidden]

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

Can we set up a meeting?

Jennifer Daley <jennifer.lee.daley@gmail.com> Wed, Feb 26, 2025 at 10:31 AM
To: jbarron@sogate.org
[redacted]

Hi Josh,

Can we set up an in-person, zoom, or phone meeting with you and anyone else at South Gate who is interested, prior to the next city council meeting on 3/11/25? We are available most days and times from 2/26 to 3/10. The sooner the better. What days and times work best for you?

The environmental non-profit organization I work with, SELA For a Better Tomorrow, has been offered pro bono legal help in shutting down unpermitted illegal truck yards, especially those operating in South Gate at or near 8530 Alameda St., 4552 Ardine St., 9313 Rayo Ave, etc. The city council is allowing them to operate without the proper permits or proper zoning, harming residents and the environment. Before we go down this legal route, we would appreciate the chance to discuss this with you.

We'd like to address our concerns and points with you to see if we can amicably resolve our issues and protect the South Gate residents and environment.

Please let me know when you are available.

Thank you,

–
Jennifer Daley
SELA For a Better Tomorrow

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

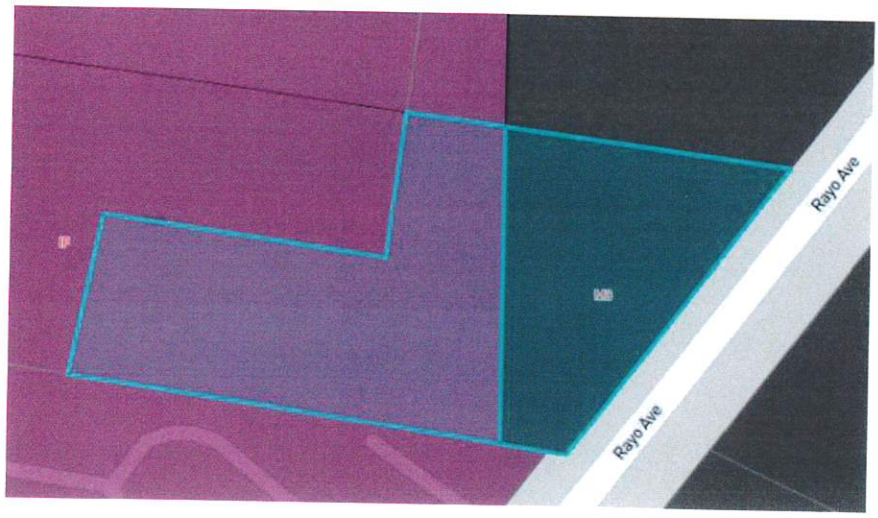
Update on Mr. C's and Jack Engel

Rob Houston <rhouston@sogate.org>
To: Jennifer Daley <jennifer.lee.daley@gmail.com>
Cc: Pilar Avalos <mpavalos@sogate.org>, Al Rios <arios@sogate.org>, Yodit Glaze <yglaze@sogate.org>

Thu, Feb 20, 2025 at 9:57 AM

Jennifer,

Thank you for your inquiry. At this point in time I can share with your information on the 9313 Rayo site that you mentioned. This site is now owned by Mr. C's towing and a portion of the parcel is zoned M3 to legally allow tow yard operations including storage. They are only using the portion zoned for this use (see parcel map below) until they conduct a zone adjustment process with the Planning Commission for the remainder of the property.



Rob Houston
City Manager

City of South Gate / City Manager's Office
8650 California Avenue, South Gate, CA 90280

P: (323) 563-9503
E: rhouston@sogate.org
W: cityofsouthgate.org

From: Jennifer Daley <jennifer.lee.daley@gmail.com>
Sent: Thursday, February 13, 2025 8:43 AM
To: Rob Houston <rhouston@sogate.org>; Pilar Avalos <mpavalos@sogate.org>; Al Rios <arios@sogate.org>; Yodit Glaze <yglaze@sogate.org>
Subject: Update on Mr. C's and Jack Engel

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

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image002.png
9K

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

Update on Mr. C's and Jack Engel

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: rhouston@sogate.org, mpavalos@sogate.org, arios@sogate.org, Yodit Glaze <yglaze@sogate.org>

Thu, Feb 13, 2025 at 8:43 AM

Mr. Houston, Mr. Rios and Ms. Avalos,

Thank you for hearing our concerns regarding the illegal and toxic truck yards in South Gate at the South city council meeting on 1/28/25. I and four other community members publicly commented and several other residents joined us, in hopes that we would get answers from you as to why it's taken so long for the council to protect residents and uphold the law with the illegal yards operating at 8530 Alameda, 9313 Rayo and 4552 Ardine.

Mr. Houston, you stated that work is being done behind the scenes that you can't share publicly, which we understand, but there has not been any meaningful response or sign of action by the council since 2021.

We need a response as to how and why truck yards are allowed to operate without permits or an EIR, and a timeframe in which changes will be made. What is the date these yards will be required to comply with the law, or be shut down? Or are you expecting your community to wait another four years for any action?

Please let me know so I can share info with the hundreds of people who are waiting on you.

Thank you,

–
Jennifer Daley

To: South Gate City Council
Rob Houston, City Manager
Yodit Glaze, City Clerk
1/28/25

Good evening Mayor and South Gate City Council,

My name is Jennifer Daley and this is the third time I've spoken to the council on behalf of concerned residents who oppose the illegal truck yards in South Gate. I am joined by supporters Gabi Gutierrez, Kirby Blanton, Joanne Kim, Dominic Fawcett, and Omar Ruiz and Felipe Guerrero.

For two years, your residents have brought you their concerns about the illegal yards at 8530 Alameda St., 4552 Ardine St., and 9313 Rayo Ave. and you have blatantly ignored them. The yard at 8530 Alameda Ave. has been violating the law and operating without a permit since July 2021. These were temporary agreements during the pandemic, but almost four years later nothing has been done to fix the problem. At 9313 Rayo Ave., Mr. C's Towing has a new tow yard established mysteriously without any permits. This is located directly next to the Tweedy Learning Center and is contaminated, subjecting students to cancer-causing chemicals.

Zoning laws and environmental regulations exist to protect the health and safety of residents and to ensure that development is sustainable and benefits the people, not corporations and government officials. You have thrown out the Environmental Impact Report (EIR) and environmental protections by allowing these properties to operate. The area is a source of extreme toxic pollution, including vapor intrusion and contaminated groundwater, and it's making people near the site sick.

We have witnessed repeated failures to protect the welfare of your citizens. Are you turning a blind eye to this illegal operation because of financial interests? What council members are supporting the illegal operations of these properties and why? Is there anyone on the council opposing them, and supporting the residents?

There's another question that's been weighing on many of us: Who are city officials receiving donations from, how much are they for, and what do those donations mean for the people? We all know that money has power. Are your donors coming from trucking companies so they can ignore environmental laws and pollute neighborhoods?

Recent news exposing government corruption in neighboring cities like Commerce have to make us think, could this be the case for South Gate as well? Is a financial exchange allowing truck yards to operate with impunity? If so, this is not just a failure of governance—it's theft of resources that should be going into South Gate's schools, infrastructure, health and safety.

It's time for the city to uphold the law, enforce environmental protections and shut down these toxic truck yards. It's time to put people over corporate interests. The residents of South Gate deserve better than to be subjected to cancer-causing pollution and ignored by the very people they elected to protect them.

Jennifer Daley

jennifer daley

1/28/25
jennifer.lee.daley@gmail.com

TO: South Gate City Council
Rob Houston, City Manager
Yodit Glaze, City Clerk
1/28/25

Hello South Gate Mayor and City Council,

My name is Gabi Gutierrez and I'm a diver, aquarium educator and ocean advocate. I'm here for the second time on behalf of over 300 residents who signed a petition calling for the immediate shutdown of the illegal truck yards in South Gate, particularly the one at 8530 Alameda Street. For over two years, your residents have been raising concerns about the dangerous levels of groundwater contamination and vapor intrusion in this area. Despite repeated emails, calls and petitions, your residents have been ignored.

What makes this situation even more troubling is that the truck yard at 8530 Alameda Street was allowed to bypass important environmental processes, like the Environmental Impact Report and the Conditional Use Permit process. These processes are in place to ensure that the impacts on the community—on health, water, and air—are fully evaluated before businesses can operate. Allowing this truck yard to bypass these regulations has put everyone at risk.

These truck yards are a serious threat to public health. Water and air tests show toxic levels of contamination endangering residents living nearby. Lead, arsenic, and VOCs are seeping into groundwater, which is Southeast LA's drinking water, and draining into the ocean.

As a long-time environmental advocate, I've seen the devastating effects of industrial negligence, and I can tell you that this issue will only worsen the longer it's left unaddressed. With the devastating fires in Los Angeles, we are seeing the clear effects of climate change, and every city government needs to do their part by enforcing environmental protections to protect future generations.

We understand there are challenges, but the city must prioritize the safety of its people. Shutting down these illegal truck yards and addressing the contamination is not just a request—it's a responsibility to protect South Gate's residents. The yards have operated for almost four years without permits, and people can no longer afford to wait. The time to act is now.

We're asking the city to hold the illegal truck yards accountable and ensure proper cleanup of these areas. The health of the community should never be compromised for the sake of corporate interests.

Thank you for your time.

Gabriela Gutierrez

Gabi Gutierrez

1/28/25
gabriela.mele.Gutierrez@gmail.com

TO: South Gate City Council
Rob Houston, City Manager
Yodit Glaze, City Clerk
1/28/25

Good evening, South Gate Mayor and City Council,

Thank you for the opportunity to speak tonight. My name is Kirby Blanton and I work in early education and mental health in Los Angeles. I'm here to speak on the damage being caused by deals the council has made with illegal truck yards in South Gate. I want to raise a serious concern about South Gate's future—one that's been made clear by the recent scandal in Commerce, where city officials were caught accepting bribes, costing taxpayers millions. This corruption often starts with seemingly harmless deals made under pressure, and during the pandemic, many cities like South Gate and Commerce faced financial struggles. Some of these rushed agreements with private companies, especially in industries like trucking, need to be examined closely.

Now, years later, we need to ask: Were these deals made to benefit the community, or were they made to benefit corporate interests at the expense of the people who live here? Just as Commerce is now paying the price for their unchecked decisions, we must ensure South Gate doesn't follow the same path.

Another concern is the growing influence of donations to local government officials. It's critical to maintain transparency and ensure no external influence is guiding city decisions. If these donations are shaping policies that harm South Gate residents, that's a direct conflict of interest that we must address.

Most importantly, we must protect the resources that should be benefiting our community, especially in education and mental health services. The money that should be directed into our schools, our infrastructure, and our residents' health is being diverted to serve corporate interests. This is theft—not just of money, but of the future of South Gate's children, schools, and the vital health support so many people rely on.

It's time to review these past agreements, ensure they comply with the law, and correct any mistakes made. You need to put South Gate's future first by upholding transparency, enforcing environmental protections, and ensuring that the money meant to serve our community goes toward education, mental health, and public services—not into the pockets of those who break the law.

Thank you.

Kirby Blanton

KB

1/28/25
Kirbybliss24@gmail.com

TO: South Gate City Council
Rob Houston, City Manager
Yodit Glaze, City Clerk
1/28/25

Good evening City Council and residents of South Gate,

My name is Joanne Kim, and I'm a sustainable fashion designer and cancer research advocate. I'm here today to speak about a critical health issue affecting our community: the pollution from illegal truck yards, particularly the one near 8530 Alameda Street.

Recent vapor intrusion testing in this area has revealed alarmingly high levels of lead, arsenic, and volatile organic compounds (VOCs) in nearby homes. These are toxic substances that directly harm the respiratory, nervous, digestive, and reproductive systems. Long-term exposure to these chemicals can lead to serious health issues, including cancer, which disproportionately affects vulnerable populations, particularly children.

As I'm sure you know, the connection between these environmental toxins and the rise in cancer cases is proven. The levels of contamination found in South Gate are not just a concern—they are a public health crisis that cannot be ignored. These illegal truck yards have been allowed to operate without proper oversight, bypassing critical environmental protections like the Environmental Impact Report (EIR) and the Conditional Use Permit (CUP) process, which are meant to safeguard the health of our residents.

So, I have to ask: Which City Council members would allow these detrimental truck yards to continue operating unchecked, knowing the health risks they pose? And why?

It is unacceptable that this situation has been allowed to persist. The city has the responsibility to uphold the law and protect its residents. Shutting down these illegal, contaminated truck yards and beginning the cleanup process is not just a request—it's an urgent need.

I urge the city council to take immediate action. Enforce the law, hold these truck yards accountable, and prioritize the health and safety of South Gate residents. This issue cannot wait any longer.

Thank you.

Joanne Kim



1/25/28
joanne.s.kim@gmail.com

TO: South Gate City Council
Rob Houston, City Manager
Yodit Glaze, City Clerk
1/28/25

Hello Mayor, City Council Members, and the residents of South Gate,

My name is Omar Ruiz, and I am a 20 year old student and lifelong resident of South Gate. My family, friends, and I have been working for the past two years to raise awareness about the dangers, pollution and unsafe roads caused by the illegal truck yards at 8530 Alameda St., 4552 Ardine St., and 9313 Rayo Ave. We've gathered hundreds of signatures and listened to countless residents share their concerns about the worsening conditions in our city.

People in our community are living next to toxic truck yards and dealing with serious health problems. Kids can't walk home from school or play outside because of dangerous truck traffic and a lack of pedestrian safety. There have been several fatalities caused by truck accidents. The air is polluted, and riding a bike in South Gate is nearly impossible because the roads are overrun by truck traffic. People can't sleep at night because trucks run overnight on residential streets. The truck companies litter neighborhoods and take up parking.

My family and I are deeply worried about our health and the future of our community. We've tried reaching out to the City Council in every way possible, but you are ignoring us. How are we supposed to trust the city to protect us when corporations are breaking the law and damaging our environment?

It feels as if the City Council hopes we'll go away if we're ignored long enough. But we won't. Our health and safety are too important, and it's your responsibility to protect them.

We need action now. Please listen to your residents, and make the changes necessary to protect our community.

Thank you for your time.

Omar Ruiz

Omar Ruiz

01/28/25

266

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

Public Comment - Today

4 messages

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: yglaze@sogate.org
[redacted]

Tue, Dec 10, 2024 at 3:24 PM

City Council,

I am in need of an update on the illegal truck yards operating at 8530 Alameda Street and 4552 Ardine Street, and a new illegal yard at 9313 Rayo Street. I have not received a response from Ms. Elguira, Mr. Salinas or Mr. Houston to my email requesting answers on 11/25/24.

All of these yards have been operating without proper permits and the council continues to deny knowing about it, or claims to be "looking into it," and then ignores our requests for answers. There is obviously illegal business taking place between the truck yards and the council and you are trying to sweep it under the rug.

As a reminder, a Temporary Use Permit was issued in error for 8530 Alameda Street and the Community Development Director declined to renew the TUP on 7/11/22. That was two and a half years ago and the yard has been operating illegally since then. The city council has said they have been "reaching out to the owner" and "looking into" the problem for over a year.

Your residents are in need of answers and a resolution so their living conditions improve. They are sick of the traffic, unsafe roads, lack of parking, excessive pollution, noise, trash dumping and unsafe homeless camps surrounding the yards.

This has taken far too long and your lack of response and action is unacceptable. I need to provide an update to your residents who have given hundreds of their signatures in opposition of illegal truck yards. They want answers and action.

So I ask you: What is the timeline for how long it will take to get the property owners to comply? What action is the council taking to enforce the law and protect your residents?

Thank you,

Jennifer Daley
Environmental Justice Advocate

Yodit Glaze <yglaze@sogate.org>
To: Jennifer Daley <jennifer.lee.daley@gmail.com>

Tue, Dec 10, 2024 at 4:05 PM

Hello Ms. Daley,

Thank you for your email regarding public comment for tonight's meeting. I appreciate your engagement in our community matters.

Rest assured, I have received your comment and will include it with my reading.

If you have any further questions or concerns before the meeting, please feel free to reach out.

Best regards,

Yodit Glaze

City Clerk

From: Jennifer Daley <jennifer.lee.daley@gmail.com>
Sent: Tuesday, December 10, 2024 3:25 PM
To: Yodit Glaze <yglaze@sogate.org>
Subject: Public Comment - Today

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

[Quoted text hidden]

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

City council mtg - response needed

1 message

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: rhouston@sogate.org, rsalinas@sogate.org, Meredith Elguira <melguira@sogate.org>
[redacted]

Wed, Dec 11, 2024 at 10:52 PM

City Council,

Below you will find the public comment I submitted for this week's city council meeting on 12/10. I look forward to your timely response.

City Council,

I am in need of an update on the illegal truck yards operating at 8530 Alameda Street and 4552 Ardine Street, and a new illegal yard at 9313 Rayo Street. I have not received a response from Ms. Elguira, Mr. Salinas or Mr. Houston to my email requesting answers on 11/25/24.

All of these yards have been operating without proper permits and the council continues to deny knowing about it, or claims to be "looking into it," and then ignores our requests for answers. There is obviously illegal business taking place between the truck yards and the council and you are trying to sweep it under the rug.

As a reminder, a Temporary Use Permit was issued in error for 8530 Alameda Street and the Community Development Director declined to renew the TUP on 7/11/22. That was two and a half years ago and the yard has been operating illegally since then. The city council has said they have been "reaching out to the owner" and "looking into" the problem for over a year.

Your residents are in need of answers and a resolution so their living conditions improve. They are sick of the traffic, unsafe roads, lack of parking, excessive pollution, noise, trash dumping and unsafe homeless camps surrounding the yards.

This has taken far too long and your lack of response and action is unacceptable. I need to provide an update to your residents who have given hundreds of their signatures in opposition of illegal truck yards. They want answers and action.

So I ask you: What is the timeline for how long it will take to get the property owners to comply? What action is the council taking to enforce the law and protect your residents?

Thank you,

–
Jennifer Daley
Environmental Justice Advocate

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

Illegal truck yards - Update needed

1 message

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: rhouston@sogate.org, rsalinas@sogate.org, Meredith Elguira <melguira@sogate.org>

Mon, Nov 25, 2024 at 2:16 PM

Hello Meredith, Rob and Raul,

I am writing to get an update on the illegal truck yards operating at 8530 and 8440 Alameda Street. A Temporary Use Permit was issued in error for 8530 Alameda Street and the Community Development Director declined to renew the TUP on 7/11/22. The yard has been operating illegally since then and the city council has been reaching out to the owner and "looking into" the problem for over a year.

I am in contact with dozens of your residents who are in need of answers and a resolution so their living conditions improve. They are sick of the traffic, road conditions, lack of parking, excessive pollution and noise, trash dumped by the truck companies and unsafe homeless camps surrounding the yards.

Meredith is not getting back to me. **Can you provide me with a timeline of how long it will take to get the property owner to comply?** I would like to provide this update for residents who want answers and have given hundreds of their signatures in opposition of illegal truck yards.

Thank you,

Jennifer Daley
jennifer.lee.daley@gmail.com

---------- Forwarded message ----------
From: **Jennifer Daley** <jennifer.lee.daley@gmail.com>
Date: Thu, Nov 14, 2024 at 3:04 PM
Subject: Re: 10/22 Meeting - Following up
To: Meredith Elguira <melguira@sogate.org>

Hi Meredith,

Thank you for the response on November 11. My question remains as to why it has taken so long for the property owner to comply with the city's municipal code. The fact that this yard has been operating illegally for many years and has not come into compliance is concerning. Do you know if there is a timeline for compliance or can the property owner drag this on indefinitely? Felipe Guerrero has voiced this concern to the city for well over a year to no avail.

Is it the city's position that anyone can set up an illegal operation and drag out the process of coming into compliance indefinitely? If this is not the case, then the City of South Gate sure makes it seem like it welcomes illegal truck yards.

Can you provide me with a timeline of how long it will take to get the property owner to comply? I would like to provide this update for residents who want answers.

Thank you,

Jennifer Daley

Sent from my iPhone

> On Nov 11, 2024, at 10:44 PM, Meredith Elguira <melguira@sogate.org> wrote:
>
> Hello Jennifer,
>
> The parcel located at 8440 Alameda St is outside of the City of South Gate's jurisdiction. The parcel's address south of 8440 S Alameda is 8530 Alameda St and this parcel is located in the City of South Gate. We are currently working with the property owner to get them comply with the City's municipal code. The parcel at 4552 Ardine St currently has an active business license is an auxiliary location to Titan Terminal and Transportation Inc. Staff did not see trucks parked at 5767 Imperial Hwy when they visited the site, however, there are two container units parked across the front of the property line to prevent public access but I've asked staff to inform the owner that these must be removed.
>
> The other questions you have regarding public records will need to be addressed by the City Clerk's Office.
>
> **Meredith T. Elguira**
> **Director of Community Development**
> **City of South Gate | Community Development Department**
> 8650 California Avenue, South Gate, CA 90280
> **P:** (323) 563-9566
> **E:** melguira@sogate.org
> **W:** cityofsouthgate.org
>
> **From:** Jennifer Daley <jennifer.lee.daley@gmail.com>
> **Sent:** Thursday, October 31, 2024 2:59 PM
> **To:** Meredith Elguira <melguira@sogate.org>
> **Subject:** Re: 10/22 Meeting - Following up
>
> This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments
>
> Hi Meredith,
>
> I'm still waiting on your response to my previous email. Can I get an update on my questions outlined below?
>
> Thanks.

264

On Fri, Oct 25, 2024 at 2:43 AM Jennifer Daley <jennifer.lee.daley@gmail.com> wrote:

> Hi Meredith,
>
> I was in attendance at the city council meeting this week on 10/22 and delivered public comment. Can I get responses from you on the following questions I brought to the council?
>
> - What is the status of the truck yards operating at 8440 Alameda St, 4552 Ardine St and 5767 Imperial Highway? Are they operating with legal and current permits or not?
>
> - Why weren't any of the emails, letters and phone calls between Felipe Guerrero and the city council on record? Why weren't the signatures he got from residents on record?
>
> - On 1/8/24 you stated in a letter to Felipe: "The operator filed an appeal against the Planning Commission's decision to uphold the staff's decision, and our attorney is currently reviewing supporting evidence on the appeal. We have not decided if we will accept and present the appeal. If our staff chooses to take the appeal to the Planning Commission, we will send out a public notice to all interested parties, including the petitioners on your list."
>
> What has occurred since that statement? Did you present the appeal? What was the outcome?
>
> - Why are we back to square one when Felipe was told this was being worked on in January?
>
> Thank you,
>
> --
>
> jennifer daley
>
> 858-361-1092
> jennifer.lee.daley@gmail.com
>
> jendaley.com
>
> IMDb
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> instagram

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jennifer daley

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IMDb
instagram

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

10/22 Meeting - Following up

Jennifer Daley <jennifer.lee.daley@gmail.com>
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Thu, Nov 14, 2024 at 3:04 PM

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Is it the city's position that anyone can set up an illegal operation and drag out the process of coming into compliance indefinitely? If this is not the case, then the City of South Gate sure makes it seem like it welcomes illegal truck yards.

Can you provide me with a timeline of how long it will take to get the property owner to comply? I would like to provide this update for residents who want answers.

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Meredith T. Elguira
Director of Community Development
City of South Gate | Community Development Department
8650 California Avenue, South Gate, CA 90280
P: (323) 563-9566
E: melguira@sogate.org
W: cityofsouthgate.org

> [Quoted text hidden]

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

10/22 Meeting - Following up

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: Meredith Elquira <melquira@sogate.org>

Thu, Oct 31, 2024 at 2:58 PM

Hi Meredith,
I'm still waiting on your response to my previous email. Can I get an update on my questions outlined below?

Thanks.
[Quoted text hidden]

212

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

10/22 Meeting - Following up

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: Meredith Elguira <melguira@soqate.org>

Fri, Oct 25, 2024 at 2:43 AM

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- Why weren't any of the emails, letters and phone calls between Felipe Guerrero and the city council on record? Why weren't the signatures he got from residents on record?

- On 1/8/24 you stated in a letter to Felipe: "The operator filed an appeal against the Planning Commission's decision to uphold the staff's decision, and our attorney is currently reviewing supporting evidence on the appeal. We have not decided if we will accept and present the appeal. If our staff chooses to take the appeal to the Planning Commission, we will send out a public notice to all interested parties, including the petitioners on your list."
What has occurred since that statement? Did you present the appeal? What was the outcome?

- Why are we back to square one when Felipe was told this was being worked on in January?

Thank you,

—
jennifer daley

858-361-1092
jennifer.lee.daley@gmail.com

jendaley.com
IMDb
instagram

Jennifer Daley
1247 Hyperion Ave.
Los Angeles CA 90029
858-361-1092

Rob Houston
City Manager
City of South Gate
8650 California Ave.
South Gate, CA 90280

October 08, 2024

South Gate City Council,

My name is Jennifer Daley and I'm an environmental activist extremely concerned by the illegal truck yards doing business in South Gate. I was born in Montebello, grew up in Pico Rivera and have lived in Silver Lake for almost 15 years. My uncle was a corporate truck driver all over Southeast LA for his entire career, so I have become familiar with the harmful impact these truck companies can have on the community when they go unchecked.

The truck yard at 8530 Alameda in South Gate is operating under a Temporary Use Permit (TUP). It was issued in 2020 and expired on July 16, 2021. The city maintains that the permit was issued in error. Since July 2021, the trucks have been operating without a TUP and without a Conditional Use Permit. The city's position is that the TUP is allowed to be in effect for "3 days in a row or 10 working days in any calendar year." This un-permitted yard has been operating continuously since July 16, 2021 without a permit.

I've spoken to South Gate residents who are dealing with the daily challenges caused by these illegal truck yards: pollution, dangerous roadblocks, deadly collisions, traffic, no parking and the disregard and trashing of residential areas. These residents have collected hundreds of signatures to shut down the illegal truck yards, but the city has ignored them and the trucks are running rampant through the neighborhoods. Why is this?

What is a Temporary Use Permit? The Alameda truck yard is still running, so these permits appear to be completely meaningless. Are they legally allowed to operate permanently?

This leads me to another question: are there backroom deals being made here that are granting the truck companies legal immunity? Who does the council represent? These

special interests or the people?

Because no action has been taken by the city, we have no other choice but to bring these serious concerns to the press and to other activist groups in protest.

Thank you for your time and consideration in addressing the concerns of your constituents. We look forward to your action on this issue.



Jennifer Daley

10/22/24
To: Rob Houston
South Gate City Council

My name is Gabi Gutierrez and I am a resident of Echo Park, Los Angeles. I work in Long Beach with many people from South Gate, so I have become very aware of the traffic and environmental issues in the area, and the mounting concerns of Southeast LA residents.

When I found out how much work the residents here had done to communicate their problems with the illegal truck yards to the council - emails, meetings, phone calls, and even hundreds of signatures - I was shocked that the council had made zero progress on the matter. Why is the council completely ignoring its constituents? Who does the council serve?

Living in Echo Park, I get to witness the benefits and attention paid to residents in the Northeast LA river communities. Safe bike lanes and paths, assistance for growing small businesses, community arts events, and cleaning up the neighborhoods. There is a lack of concern and resources for the communities of Southeast LA that is visibly apparent. The residential neighborhoods are taken over and polluted by trucks operating out of illegal yards, bike safety on the roads is nonexistent, and community arts is floundering. We have high hopes about the SELA Cultural Center, but there has been no news on that since last December.

I am incredibly concerned that the future of SELA is grim if you don't take action to prioritize the wellbeing of your residents over corporate interests. Please start by enforcing your own laws, and shutting down the illegal truck yards at 8440 Alameda and 4552 Ardine Street.

Thank you,

Gabriela Gutierrez
gabriela.mele.Gutierrez@gmail.com
Gabi Gutierrez

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

Re: Illegal Trucking Yards - City Council Meeting Agenda

Meredith Elguira <melguira@sogate.org>
To: Jennifer Daley <jennifer.lee.daley@gmail.com>

Thu, Oct 17, 2024 at 12:56 PM

Hello Jennifer,

I've asked our code enforcement officers to visit the site and get in touch with the owners if there are any unpermitted uses on site. There is a process that we must follow to allow the owner to correct the situation. If there are unpermitted uses on site and they don't remove or get proper permits, then we can continue building a case against the property owner and have our city prosecutor step in to bring the property into compliance. This process will need to be exhausted before we take it to the City Council for their decision on the abatement process.

This case will not be presented to the City Council this coming Tuesday but it is currently being addressed at the staff level. Please let me know if you have any questions.

Best,

[Quoted text hidden]

Gmail Jennifer Daley <jennifer.lee.daley@gmail.com>

Re: Illegal Trucking Yards - City Council Meeting Agenda

4 messages

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: Meredith Elguira <melguira@sogate.org>
[redacted]
Thu, Oct 17, 2024 at 12:19 PM

Hi Meredith,
I'm following up to confirm that you received the emails between Felipe Guerrero and the city council. I emailed them to you on 10/12. I am also confirming that the city council is addressing the illegal truck yards and is working on a solution to shut them down.

I am working with many SELA residents and activists who are experiencing the negative impact that the truck yards make on the community, and am organizing with bike safety and pollution advocates. Your community and I want to know how the city council will address this problem at the next meeting.

What can I tell them? Will this be on the agenda at next Tuesday's meeting?

We are prepared to do what it takes to get your eyes on the problem and hope you will work with us to shut down the illegal truck yards. We are committed to a path towards resolution and believe we can do this together. Let me know if there's anything I can do to help get this on the meeting agenda.

Thank you.

Jennifer Daley

858-361-1092
jennifer.lee.daley@gmail.com

On Sat, Oct 12, 2024 at 1:17 PM Jennifer Daley <jennifer.lee.daley@gmail.com> wrote:
> Hi Meredith,
> I've attached email exchanges and letters between South Gate resident Felipe Guerrero and the city council (you, Mr. Houston, Mr. Salinas, Mr. Rios, Mr. Hurtado and Ms. Zaragoza) regarding shutting down dangerous illegal truck yards, including the Jack Engle yard at 8440 Alameda. The emails and letters occurred between December 2023 and June 2024.
>
> I have also included Felipe Guerrero's petition with residents' signatures. Please let me know you received this and that it has been recorded.
>
> Lastly, what can I do to ensure that the council addresses the illegal truck yards at the next meeting?
>
> Thank you for your help.
>
> On Thu, Oct 10, 2024 at 12:29 PM Jennifer Daley <jennifer.lee.daley@gmail.com> wrote:
> > Okay thanks. I'm working on gathering that for you and will send soon.
> >
> > On Thu, Oct 10, 2024 at 12:22 PM Meredith Elguira <melguira@sogate.org> wrote:
> > > Hello, I don't have them. Would you mind sharing? Thank you.
> > >
> > > Get Outlook for iOS
> > >
> > > **From:** Jennifer Daley <jennifer.lee.daley@gmail.com>
> > > **Sent:** Thursday, October 10, 2024 12:19:31 PM
> > > **To:** Meredith Elguira <melguira@sogate.org>
> > > **Subject:** Re: Illegal Trucking Yards
> > >
> > > This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments
> > >
> > > Hi Meredith,
> > > Do you have the signatures petitioning the truck yards on record? They were collected and delivered to the city council by Felipe Guerrero.
> > >
> > > On Wed, Oct 9, 2024 at 2:19 PM Meredith Elguira <melguira@sogate.org> wrote:
> > > > Received, thank you.
> > > >
> > > > **Meredith T. Elguira**
> > > > **Director of Community Development**
> > > > **City of South Gate | Community Development Department**
> > > > 8650 California Avenue, South Gate, CA 90280
> > > > **P:** (323) 563-9566
> > > > **E:** melguira@sogate.org
> > > > **W:** cityofsouthgate.org
> > > >
> > > > **From:** Jennifer Daley <jennifer.lee.daley@gmail.com>
> > > > **Sent:** Wednesday, October 9, 2024 12:30 PM
> > > > **To:** Meredith Elguira <melguira@sogate.org>
> > > > **Subject:** Re: Illegal Trucking Yards
> > > >
> > > > This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments
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> > > > Hi Meredith,
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> > > > I've attached the letter I sent to Rob Houston. I mailed it certified on 9/30/24. My letter is new as I've only been involved for a few weeks now, but the family I am working with has been calling, writing and meeting with city council for a year now. They have also collected over 300 signatures of residents opposing the yards.
> > > >
> > > > If you need any additional information please let me know.
> > > >
> > > > Thanks for your help!
> > > >
> > > > On Wed, Oct 9, 2024 at 8:34 AM Meredith Elguira <melguira@sogate.org> wrote:

Gmail

Jennifer Daley <jennifer.lee.daley@gmail.com>

Illegal Trucking Yards - Emails and letters from Felipe Guerrero

6 messages

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: Meredith Elguira <melguira@sogate.org>
[redacted]

Sat, Oct 12, 2024 at 1:17 PM

Hi Meredith,
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I have also included Felipe Guerrero's petition with residents' signatures. Please let me know you received this and that it has been recorded.

Lastly, what can I do to ensure that the council addresses the illegal truck yards at the next meeting?

Thank you for your help.

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> > > **Director of Community Development**
> > > **City of South Gate | Community Development Department**
> > > 8650 California Avenue, South Gate, CA 90280
> > > **P:** (323) 563-9566
> > > **E:** melguira@sogate.org
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> > > > **P:** (323) 563-9566
> > > > **E:** melguira@sogate.org
> > > > **W:** cityofsouthgate.org
> > > >
> > > > **From:** Jennifer Daley <jennifer.lee.daley@gmail.com>
> > > > **Sent:** Tuesday, October 8, 2024 7:38 PM
> > > > **To:** Meredith Elguira <melguira@sogate.org>
> > > > **Subject:** Re: Illegal Trucking Yards - typo correction

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

Hi Meredith,

Thank you so much. I was given an incorrect address that I would like to amend:

8530 Alameda is incorrect.

The correct address is 8440 Alameda.

Thank you!

Sent from my iPhone

> On Oct 8, 2024, at 7:19 PM, Meredith Elguira <melguira@sogate.org> wrote:
>
> Hello Jennifer,
>
> I am Meredith T. Elguira, Community Development Director. We spoke at the City Council meeting regarding your concerns about illegal truck yards. I am emailing you so that you have my information as well. Please do not hesitate to reach out if you have any questions. You may also call me at 323.563.9566.
>
> Best,
>
> Meredith T. Elguira

4 attachments

IllegalTruckYards_petition_signatures.pdf
902K

IllegalTruckYards_FelipeGuerrero_correspondence02.pdf
202K

IllegalTruckYards_FelipeGuerrero_correspondence03.pdf
276K

Re: Illegal Trucking Yards

5 messages

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: Meredith El uira <mel uira so ate.or >
Wed, Oct 9, 2024 at 12:29 PM

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If you need any additional information please let me know.

Thanks for your help!

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> **Director of Community Development**
> **City of South Gate | Community Development Department**
> 8650 California Avenue, South Gate, CA 90280
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> >
> > Best,
> >
> > Meredith T. Elguira

–
jennifer daley

858-361-1092
jennifer.lee.daley@gmail.com

jendaley.com
IMDb
instagram

JenniferDaley-Letter-RobHouston-093024.pdf
23K

Meredith Elguira <melguira@sogate.org>
To: Jennifer Daley <jennifer.lee.daley@gmail.com>
Wed, Oct 9, 2024 at 2:19 PM

Received, thank you.

Meredith T. Elguira
Director of Community Development
City of South Gate | Community Development Department
8650 California Avenue, South Gate, CA 90280
P: (323) 563-9566
E: melguira@sogate.org
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To: Meredith Elguira <melguira@sogate.org>
Subject: Re: Illegal Trucking Yards

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[Quoted text hidden]

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To: Meredith Elguira <melguira@sogate.org>
Thu, Oct 10, 2024 at 12:19 PM

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Get Outlook for iOS

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[Quoted text hidden]

[Quoted text hidden]

Jennifer Daley <jennifer.lee.daley@gmail.com>
To: Meredith El uira <mel uira so ate.or >
Thu, Oct 10, 2024 at 12:29 PM

Okay thanks. I'm working on gathering that for you and will send soon.
[Quoted text hidden]

Jennifer Daley
1247 Hyperion Ave.
Los Angeles CA 90029
858-361-1092

Rob Houston
City Manager
City of South Gate
8650 California Ave.
South Gate, CA 90280

October 08, 2024

South Gate City Council,

My name is Jennifer Daley and I'm an environmental activist extremely concerned by the illegal truck yards doing business in South Gate. I was born in Montebello, grew up in Pico Rivera and have lived in Silver Lake for almost 15 years. My uncle was a corporate truck driver all over Southeast LA for his entire career, so I have become familiar with the harmful impact these truck companies can have on the community when they go unchecked.

The truck yard at 8530 Alameda in South Gate is operating under a Temporary Use Permit (TUP). It was issued in 2020 and expired on July 16, 2021. The city maintains that the permit was issued in error. Since July 2021, the trucks have been operating without a TUP and without a Conditional Use Permit. The city's position is that the TUP is allowed to be in effect for "3 days in a row or 10 working days in any calendar year." This un-permitted yard has been operating continuously since July 16, 2021 without a permit.

I've spoken to South Gate residents who are dealing with the daily challenges caused by these illegal truck yards: pollution, dangerous roadblocks, deadly collisions, traffic, no parking and the disregard and trashing of residential areas. These residents have collected hundreds of signatures to shut down the illegal truck yards, but the city has ignored them and the trucks are running rampant through the neighborhoods. Why is this?

What is a Temporary Use Permit? The Alameda truck yard is still running, so these permits appear to be completely meaningless. Are they legally allowed to operate permanently?

This leads me to another question: are there backroom deals being made here that are granting the truck companies legal immunity? Who does the council represent? These

special interests or the people?

Because no action has been taken by the city, we have no other choice but to bring these serious concerns to the press and to other activist groups in protest.

Thank you for your time and consideration in addressing the concerns of your constituents. We look forward to your action on this issue.

Jennifer Daley

Jennifer Daley
1247 Hyperion Ave.
Los Angeles, CA 90029

Rob Houston
City Manager
City of South Gate
8650 California Ave.
South Gate, CA 90280

9/30/24

Dear Mr. Houston,

I'm writing about the illegal truck yards that are operating in our city. I'm an environmental justice activist who is very concerned about what is happening in the city of South Gate.

Felipe Guerrero and his brother Omar have reached out to me because, after having submitted hundreds of signatures to the city about the illegal truck parking lots in South Gate, there has been no action. The yard at 8440 Alameda is specifically concerning because two people died there, and the city has still done nothing to shut it down. This is gravely negligent on your part. Does the city not care that the illegal operations here are causing deaths and threatening community peace and safety on a daily basis?

The yard at 8440 Alameda was given a five-year temporary deal to operate. Five years have passed, and they are still operating. Why? Felipe and Omar have contacted me because they have submitted petitions, written letters to you, the mayor and the city council, and there has been no effort to shut down these illegal yards. I believe Felipe reached out to your city attorney, Raul Salinas as well. In spite of all of these efforts, no one has been able to answer as to why this yard continues to operate without a permit.

The yards are breaking the law and disrupting the community's safety. There are illegal yards in the other areas of South Gate which you also allow. I believe the yard at Ardene where JB Hunt parks their trucks is also not permitted.

I am establishing on record that hundreds of residents have petitioned and reached out to officials trying to stop these illegal yards to no avail, and to ask how you plan to address this problem.

Sincerely,

jenifer daley

Jennifer Daley

December 6, 2023

Felipe Guerrero
10257 San Juan Avenue
South Gate, CA 90280

Mayor Maria del Pilar Avalos
City of South Gate
8650 California Avenue
South Gate, CA 90280

Dear Mayor Avalos:

I want to bring to you attention a problem in our community that has a negative effect on the health of myself and my neighbors. There is an illegal and unpermitted truck yard at 8440 Alameda Street in South Gate. This illegal and unpermitted truck yard also has a homeless encampment in front of homes on Santa Fe Avenue. There is a East Los Angeles College satellite campus very near this illegal and unpermitted yard. The rushing trucks from the illegal and unpermitted yard are also putting students at risk as they come and go to school every day. What we need on Santa Fe Avenue are speed bumps.
Over a hundred residents have signed a petition to ask the city to shut down the illegal and unpermitted truck yard. The residents are fed up with all the noise, lights and pollution coming out of this illegal and unpermitted truck yard.

I would like to have a meeting with yourself to discuss how you can help us clear out the illegal and unpermitted truck yard and clear out the homeless encampment that is directly in front of homes on Sant Fe Avenue. Thank you for your consideration. Please feel free to contact me at (323) 975-0201 or by e-mail at mrfelipeguerrero@gmail.com

Sincerely,

Felipe Guerrero

December 6, 2023

Felipe Guerrero
10257 San Juan Avenue
South Gate, CA 90280

Vice Mayor Gil Hurtado
City of South Gate
8650 California Avenue
South Gate, CA 90280

Dear Vice Mayor Hurtado:

I want to follow up on my November 16, 2023, letter to yourself re: the problem in our community that has a negative effect on the health of myself and my neighbors. In my letter, I told you about the illegal and unpermitted truck yard at 8440 Alameda Street in South Gate. As you know over a hundred residents have signed a petition to ask the city to shut down the illegal and unpermitted truck yard. The residents are fed up with all the noise, lights and pollution coming out of this illegal and unpermitted truck yard. In addition to all these issues, we also have trucks racing on Santa Fe Avenue day and night—creating a public safety hazard. We really need speed bumps on this street as a traffic control means.

I still would like to have a meeting with yourself to discuss how you can help us clear out the illegal and unpermitted truck yard and clear out the homeless encampment that is directly in front of homes on Sant Fe Avenue. Thank you for your consideration. Please feel free to contact me at (323) 975-0201 or by e-mail at mrfelipeguerrero@gmail.com

Sincerely,

Felipe Guerrero

December 6, 2023

Felipe Guerrero
10257 San Juan Avenue
South Gate, CA 90280

Councilmember Al Rios
City of South Gate
8650 California Avenue
South Gate, CA 90280

Dear Councilmember Rios:

I want to follow up on my November 16, 2023, letter to yourself re: the problem in our community that has a negative effect on the health of myself and my neighbors. In my letter, I told you about the illegal and unpermitted truck yard at 8440 Alameda Street in South Gate. As you know over a hundred residents have signed a petition to ask the city to shut down the illegal and unpermitted truck yard. The residents are fed up with all the noise, lights and pollution coming out of this illegal and unpermitted truck yard. In addition to all these issues, we also have trucks racing on Santa Fe Avenue day and night—creating a public safety hazard. We really need speed bumps on this street as a traffic control means.

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Sincerely,

Felipe Guerrero

December 6, 2023

Felipe Guerrero
10257 San Juan Avenue
South Gate, CA 90280

Councilmember Joshua Barron
City of South Gate
8650 California Avenue
South Gate, CA 90280

Dear Councilmember Barron:

I want to follow up on my November 16, 2023 letter to yourself re: the problem in our community that has a negative effect on the health of myself and my neighbors. In my letter, I told you about the illegal and unpermitted truck yard at 8440 Alameda Street in South Gate. As you know over a hundred residents have signed a petition to ask the city to shut down the illegal and unpermitted truck yard. The residents are fed up with all the noise, lights and pollution coming out of this illegal and unpermitted truck yard. In addition to all these issues, we also have trucks racing on Santa Fe Avenue day and night—creating a public safety hazard. We really need speed bumps on this street as a traffic control means.

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Sincerely,

Felipe Guerrero

December 6, 2023

Felipe Guerrero
10257 San Juan Avenue
South Gate, CA 90280

Councilmember Maria Davila
City of South Gate
8650 California Avenue
South Gate, CA 90280

Dear Councilmember Davila:

I want to follow up on my November 16, 2023 letter to yourself re: the problem in our community that has a negative effect on the health of myself and my neighbors. In my letter, I told you about the illegal and unpermitted truck yard at 8440 Alameda Street in South Gate. As you know over a hundred residents have signed a petition to ask the city to shut down the illegal and unpermitted truck yard. The residents are fed up with all the noise, lights and pollution coming out of this illegal and unpermitted truck yard. In addition to all these issues, we also have trucks racing on Santa Fe Avenue day and night—creating a public safety hazard. We really need speed bumps on this street as a traffic control means.

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Sincerely,

Felipe Guerrero

Gmail

Felipe Guerrero <mrfelipeguerrero@gmail.com>

Help Shut Down Illegal Truck Yard!

13 messages

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: ghurtado@sogate.org

Tue, Dec 5, 2023 at 8:59 AM

Dear Gil,

I'm following up on a letter that I mailed in regards to an illegal truck yard that needs to be shut down immediately. I'm attaching a copy of the letter along with a map of the location and the petition that the neighbors have signed. Please let me know when you're able to meet to discuss this matter in further detail. The other council members were sent a letter as well but I have yet to hear back from any of them as well. Meredith Elguira is aware of the petition as well. Please let me know if you're able to assist and take action on this request. Looking forward to hearing back from you.

Thank you & Regards,

Felipe Guerrero

3 attachments

Alameda Map.pdf
606K

0866_001.pdf
41K

Petition.pdf
8094K

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: ghurtado@sogate.org

Thu, Dec 7, 2023 at 3:39 PM

Dear Gil,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.
Your acknowledgement would be appreciated.
Please help me and the community you serve by closing this yard immediately.

Regards,
Felipe Guerrero

On Tue, Dec 5, 2023 at 8:59 AM Felipe Guerrero <mrfelipeguerrero@gmail.com> wrote:

> Dear Gil,
>
> I'm following up on a letter that I mailed in regards to an illegal truck yard that needs to be shut down immediately. I'm attaching a copy of the letter along with a map of the location and the petition that the neighbors have signed. Please let me know when you're able to meet to discuss this matter in further detail. The other council members were sent a letter as well but I have yet to hear back from any of them as well. Meredith Elguira is aware of the petition as well. Please let me know if you're able to assist and take action on this request. Looking forward to hearing back from you.
>
> Thank you & Regards,
>
> Felipe Guerrero

3 attachments

0956_001.pdf
40K

Petition.pdf
8094K

Alameda Map.pdf
606K

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: mpavalos@sogate.org

Thu, Dec 7, 2023 at 3:58 PM

Dear Maria,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.
Please help me and the community you serve by closing this yard immediately. .
Your acknowledgement would be appreciated.

Regards,
Felipe Guerrero

---

3 attachments

Petition.pdf
8094K

Alameda Map.pdf
606K

0955_001 (1).pdf
43K

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: arios@sogate.org

Thu, Dec 7, 2023 at 4:00 PM

Dear Al,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.
Please help me and the community you serve by closing this yard immediately. .
Your acknowledgement would be appreciated.

Regards,
Felipe Guerrero

---

3 attachments

Petition.pdf
8094K

Alameda Map.pdf
606K

0958_001.pdf
39K

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: jbarron@sogate.org

Thu, Dec 7, 2023 at 4:02 PM

Dear Joshua,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.
Please help me and the community you serve by closing this yard immediately. .
Your acknowledgement would be appreciated.

Regards,

Felipe Guerrero

3 attachments

Petition.pdf
8094K

Alameda Map.pdf
606K

0959_001.pdf
41K

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: mdavila@sogate.org

Thu, Dec 7, 2023 at 4:04 PM

Dear Maria,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.
Please help me and the community you serve by closing this yard immediately. .
Your acknowledgement would be appreciated.

Regards,
Felipe Guerrero

3 attachments

Petition.pdf
8094K

Alameda Map.pdf
606K

0957_001.pdf
40K

Pilar Avalos <mpavalos@sogate.org>
To: Felipe Guerrero <mrfelipeguerrero@gmail.com>

Fri, Dec 8, 2023 at 9:46 AM

Good Morning Mr. Guerrero,

I am in receipt of your email and it's attachments. I am available to meet with you on Monday at 11 am, 1 pm and 3 pm. I called you and left a message you can reach me at 323-450-7578.

Please advise what time is good for you.

Thank you,
Ms. Avalos

From: Felipe Guerrero <mrfelipeguerrero@gmail.com>
Sent: Thursday, December 7, 2023 3:58 PM
To: Pilar Avalos <mpavalos@sogate.org>
Subject: Help Shut Down Illegal Truck Yard!

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

---

Dear Maria,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.
Please help me and the community you serve by closing this yard immediately. .
Your acknowledgement would be appreciated.

Regards,
Felipe Guerrero

Felipe Guerrero <mrfelipeguerrero@gmail.com> Fri, Dec 8, 2023 at 3:18 PM
To: Pilar Avalos <mpavalos@sogate.org>

Good Afternoon Ms. Avalos,

Thanks for your reply and yes I can meet on Monday at 3pm.

Regards,
Felipe Guerrero

On Fri, Dec 8, 2023 at 9:46 AM Pilar Avalos <mpavalos@sogate.org> wrote:

> Good Morning Mr. Guerrero,
>
> I am in receipt of your email and it's attachments. I am available to meet with you on Monday at 11 am, 1 pm and 3 pm. I called you and left a message you can reach me at 323-450-7578.
>
> Please advise what time is good for you.
>
> Thank you,
> Ms. Avalos
>
> ---
>
> **From:** Felipe Guerrero <mrfelipeguerrero@gmail.com>
> **Sent:** Thursday, December 7, 2023 3:58 PM
> **To:** Pilar Avalos <mpavalos@sogate.org>
> **Subject:** Help Shut Down Illegal Truck Yard!
>
> This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments
>
> ---
>
> Dear Maria,
>
> Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.
> Please help me and the community you serve by closing this yard immediately. .
> Your acknowledgement would be appreciated.
>
> Regards,
> Felipe Guerrero

Felipe Guerrero <mrfelipeguerrero@gmail.com> Mon, Dec 11, 2023 at 1:42 PM
To: Pilar Avalos <mpavalos@sogate.org>

Hello Ms. Avalos,

I wanted to confirm the meeting today at 3pm.

If you're not available we can get on a phone call?

Please let me know.

Regards,
Felipe Guerrero

On Fri, Dec 8, 2023 at 3:18 PM Felipe Guerrero <mrfelipeguerrero@gmail.com> wrote:

> Good Afternoon Ms. Avalos,
>
> Thanks for your reply and yes I can meet on Monday at 3pm.

Regards,
Felipe Guerrero

On Fri, Dec 8, 2023 at 9:46 AM Pilar Avalos <mpavalos@sogate.org> wrote:

> Good Morning Mr. Guerrero,
>
> I am in receipt of your email and it's attachments. I am available to meet with you on Monday at 11 am, 1 pm and 3 pm. I called you and left a message you can reach me at 323-450-7578.
>
> Please advise what time is good for you.
>
> Thank you,
> Ms. Avalos
>
> ---
>
> **From:** Felipe Guerrero <mrfelipeguerrero@gmail.com>
> **Sent:** Thursday, December 7, 2023 3:58 PM
> **To:** Pilar Avalos <mpavalos@sogate.org>
> **Subject:** Help Shut Down Illegal Truck Yard!
>
> This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments
>
> ---
>
> Dear Maria,
>
> Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community. Please help me and the community you serve by closing this yard immediately. .
> Your acknowledgement would be appreciated.
>
> Regards,
> Felipe Guerrero

Al Rios <arios@sogate.org> Fri, Dec 22, 2023 at 8:32 PM
To: Felipe Guerrero <mrfelipeguerrero@gmail.com>
Cc: Rob Houston <rhouston@sogate.org>, Arturo Cervantes <acervantes@sogate.org>, Meredith Elguira <melguira@sogate.org>

Hello Mr. Guerrero ,

First let me apologies for not responding sooner to the concern regarding the issue of illegal and un-permitted truck yard located at: 8440 Alameda Street in South Gate.

I will look into this matter and circle back with you once I have more information.

Again, I appreciate you letting me know the concerns of the residence in the area.

I look forward to meeting you and discussing this matter once I have more details.

Best Regards

Al Rios
Councilmen
City of South Gate

On Dec 7, 2023, at 4:00 PM, Felipe Guerrero <mrfelipeguerrero@gmail.com> wrote:

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

---

Dear Al,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.
Please help me and the community you serve by closing this yard immediately. .
Your acknowledgement would be appreciated.

Regards,
Felipe Guerrero
<Petition.pdf><Alameda Map.pdf><0958_001.pdf>

Felipe Guerrero <mrfelipeguerrero@gmail.com> Wed, Jan 3, 2024 at 12:44 PM
To: Al Rios <arios@sogate.org>
Cc: Rob Houston <rhouston@sogate.org>, Arturo Cervantes <acervantes@sogate.org>, Meredith Elguira <melguira@sogate.org>

Hello Mr. Rios,

I hope you enjoyed your Holidays with your friends and family.

I'm following up to see if you've had time to gather more information as you mentioned?

If not, I urge you to please take time from your busy schedule and do so.

I am attaching the petition again along with a link to a news article that involved a fatal accident due to this yard being opened.

https://www.nbclosangeles.com/news/local/2-dead-in-south-la-crash-involving-big-rig/2650563/

Also, there are videos & pictures attached of the traffic & pollution that these trucks are bringing to our community.

PICTURES&VIDEOS.zip

Please I ask you and your city colleagues to take action and close this yard immediately.

Regards,
Felipe Guerrero

On Fri, Dec 22, 2023 at 8:33 PM Al Rios <arios@sogate.org> wrote:

> Hello Mr. Guerrero ,
>
> First let me apologies for not responding sooner to the concern regarding the issue of illegal and un-permitted truck yard located at: 8440 Alameda Street in South Gate.
>
> I will look into this matter and circle back with you once I have more information.
>
> Again, I appreciate you letting me know the concerns of the residence in the area.
>
> I look forward to meeting you and discussing this matter once I have more details.
>
> Best Regards
>
> Al Rios
> Councilmen
> City of South Gate

On Dec 7, 2023, at 4:00 PM, Felipe Guerrero <mrfelipeguerrero@gmail.com> wrote:

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

Dear Al,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.
Please help me and the community you serve by closing this yard immediately. .
Your acknowledgement would be appreciated.

Regards,
Felipe Guerrero
<Petition.pdf><Alameda Map.pdf><0958_001.pdf>

2 attachments

Alameda Map.pdf
606K

Petition.pdf
8094K

Meredith Elguira <melguira@sogate.org> Mon, Jan 8, 2024 at 2:03 PM
To: "mrfelipeguerrero@gmail.com" <mrfelipeguerrero@gmail.com>

Hello Mr. Guerrero,

Happy New Year.

We are reviewing the appeal application the operator's attorney submitted last month. This case was presented to the Planning Commission last year. The Planning Commission upheld the staff's decision not to renew the Temporary Use Permit (TUP) issued for the truck storage use. The operator filed an appeal against the Planning Commission's decision to uphold the staff's decision, and our attorney is currently reviewing supporting evidence on the appeal. We have not decided if we will accept and present the appeal. If our staff chooses to take the appeal to the Planning Commission, we will send out a public notice to all interested parties, including the petitioners on your list. Please let me know if you have any questions.

Best,

Meredith T. Elguira
Director of Community Development
City of South Gate | Community Development
8650 California Avenue, South Gate, CA 90280
P: (323) 563-9529
E: melguira@sogate.org
W: cityofsouthgate.org

From: Al Rios <arios@sogate.org>
Sent: Friday, December 22, 2023 8:33 PM
To: Felipe Guerrero <mrfelipeguerrero@gmail.com>

Cc: Rob Houston <rhouston@sogate.org>; Arturo Cervantes <acervantes@sogate.org>; Meredith Elguira <melguira@sogate.org>
Subject: Re: Help Shut Down Illegal Truck Yard!

Hello Mr. Guerrero ,

First let me apologies for not responding sooner to the concern regarding the issue of illegal and un-permitted truck yard located at: 8440 Alameda Street in South Gate.

I will look into this matter and circle back with you once I have more information.

Again, I appreciate you letting me know the concerns of the residence in the area.

I look forward to meeting you and discussing this matter once I have more details.

Best Regards

Al Rios

Councilmen

City of South Gate

On Dec 7, 2023, at 4:00 PM, Felipe Guerrero <mrfelipeguerrero@gmail.com> wrote:

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

---

Dear Al,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.

Please help me and the community you serve by closing this yard immediately. .

Your acknowledgement would be appreciated.

Regards,

Felipe Guerrero

<Petition.pdf><Alameda Map.pdf><0958_001.pdf>

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: Meredith Elguira <melguira@sogate.org>
Cc: rsalinas@sogate.org

Thu, Jan 18, 2024 at 5:10 PM

Dear Ms. Elguira,

Please review the letter I've attached to this email and I hope to hear from you soon.

Regards,

Felipe Guerrero

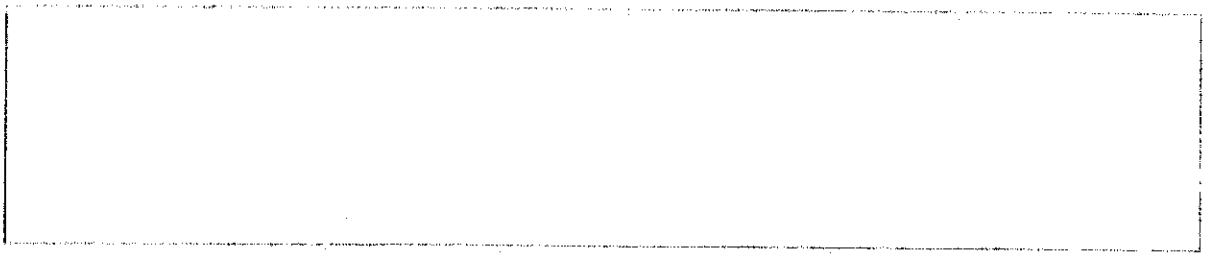
On Mon, Jan 8, 2024, 2:03 PM Meredith Elguira <melguira@sogate.org> wrote:

Hello Mr. Guerrero,

Happy New Year.

We are reviewing the appeal application the operator's attorney submitted last month. This case was presented to the Planning Commission last year. The Planning Commission upheld the staff's decision not to renew the Temporary Use Permit (TUP) issued for the truck storage use. The operator filed an appeal against the Planning Commission's decision to uphold the staff's decision, and our attorney is currently reviewing supporting evidence on the appeal. We have not decided if we will accept and present the appeal. If our staff chooses to take the appeal to the Planning Commission, we will send out a public notice to all interested parties, including the petitioners on your list. Please let me know if you have any questions.

Best,



From: Al Rios <arios@sogate.org>
Sent: Friday, December 22, 2023 8:33 PM
To: Felipe Guerrero <mrfelipeguerrero@gmail.com>
Cc: Rob Houston <rhouston@sogate.org>; Arturo Cervantes <acervantes@sogate.org>; Meredith Elguira <melguira@sogate.org>
Subject: Re: Help Shut Down Illegal Truck Yard!

Hello Mr. Guerrero ,

First let me apologies for not responding sooner to the concern regarding the Issue of illegal and un-permitted truck yard located at: 8440 Alameda Street in South Gate.

I will look into this matter and circle back with you once I have more information.

Again, I appreciate you letting me know the concerns of the residence in the area.

I look forward to meeting you and discussing this matter once I have more details.

Best Regards

Al Rios

Councilmen

City of South Gate

On Dec 7, 2023, at 4:00 PM, Felipe Guerrero <mrfelipeguerrero@gmail.com> wrote:

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

---

Dear Al,

Please take your time to read the letter I've attached in regards to the illegal truck yard we have in our community.

Please help me and the community you serve by closing this yard immediately. .

Your acknowledgement would be appreciated.

Regards,

Felipe Guerrero

<Petition.pdf><Alameda Map.pdf><0958_001.pdf>

---

3 attachments



image002.png
31K

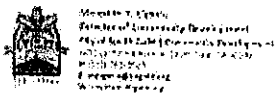


image002.png
31K

Meredith Elguira_Letter_1_15_24.pdf
27K

Felipe Guerrero
10257 San Juan Avenue
South Gate, CA 90280

January 16, 2024

Meredith Elguira
Director of Community Development
8650 California Avenue
South Gate, CA 90280

Dear Ms. Elguira:

In your last letter you ask if I have any questions, in fact I do; if this project has been denied twice, why is in still in operation illegally? I still want to follow up with the recurring problem that my neighbors and I having been enduring with-- the endless parade of trucks coming in and out of the unpermitted truck yard at 8440 Alameda. I recognize there is a process by which the city must abide by, but we are living with this horrible parade of truck traffic that has even resulted in deaths. I have sent you a flash drive with the photos of what type of impact we are dealing we.

As a follow up, I would like to set up a meeting with you and the city attorney since I was informed that the situation is in the hands of the City Attorney. I really am frustrated with the lack of response by the city to the truck traffic problems we are facing every day. I hope you and Mr. Salinas will be able to meet with me to see what can be done to provide us with relief.

Sincerely,

Felipe Guerrero

Cc: Raul Salinas, Esq.
Communities for a Better Environment

Gmail

Felipe Guerrero <mrfelipeguerrero@gmail.com>

Jack Engle Yard - 8440 Alameda Street South Gate

8 messages

Felipe Guerrero <mrfelipeguerrero@gmail.com> Thu, Feb 29, 2024 at 11:00 AM
To: Rob Houston <rhouston@sogate.org>

Hello Mr. Houston,

I met with Ms. Daliva almost two weeks ago and she advised me that you would be contacting me to provide the latest update on the illegal trucking yard in South Gate. I hope to hear from you soon. Thank you for your time.

Regards,
Felipe Guerrero

Rob Houston <rhouston@sogate.org> Thu, Feb 29, 2024 at 11:22 AM
To: Felipe Guerrero <mrfelipeguerrero@gmail.com>

Felipe,

My apologies for the delay in reaching out to you. I am free this afternoon from 1:30 to 3pm. Are you free for a call at that time?

Can you provide a good contact number?

Rob.

From: Felipe Guerrero <mrfelipeguerrero@gmail.com>
Sent: Thursday, February 29, 2024 11:00 AM
To: Rob Houston <rhouston@sogate.org>
Subject: Jack Engle Yard - 8440 Alameda Street South Gate

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

[Quoted text hidden]

Felipe Guerrero <mrfelipeguerrero@gmail.com> Thu, Feb 29, 2024 at 11:27 AM
To: Rob Houston <rhouston@sogate.org>

Rob,

2:30pm works for me.

323-975-0201

Felipe

[Quoted text hidden]

Rob Houston <rhouston@sogate.org>
To: Felipe Guerrero <mrfelipeguerrero@gmail.com>

Thu, Feb 29, 2024 at 11:31 AM

Great,

I will call you then.

[Quoted text hidden]

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: Rob Houston <rhouston@sogate.org>

Fri, Mar 15, 2024 at 4:24 PM

Hello Mr. Houston,

I wanted to follow up with the conversation we had at the end of last month in regards to the Illegal Trucking yard.

I've attached a letter for you and am looking forward to hearing back from you.

Thank you for your time.

Regards,
Felipe Guerrero
[Quoted text hidden]

1755_001.pdf
49K

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: Rob Houston <rhouston@sogate.org>

Fri, Apr 5, 2024 at 4:45 PM

Hello Mr. Houston,

Any update from when we last spoke?

Please see the attached letter.

Regards,
Felipe
[Quoted text hidden]

Attachment.pdf
12613K

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: Rob Houston <rhouston@sogate.org>

Tue, Jun 4, 2024 at 10:34 AM

March 14, 2024

Felipe Guerrero
10257 San Juan Avenue
South Gate, CA 90280

Rob Houston
City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Dear Mr. Houston:

I want to follow up on our conversation last month regarding the continual problems in our community that has a negative effect on our health. I have repeatedly sent communications to the city via letters and petitions. I have repeatedly informed the city about the illegal and unpermitted truck yard at 8440 Alameda Street in South Gate. This yard has been operating without a permit for years. I understand there is an expired Temporary permit—how do you define temporary since it has been going on for years? They fully intend to keep operating for many years. Can you let me know the status of this temporary permit? This yard was always a scrapping metal yard that operated during the week during daytime hours. Recently it's been converted to a truck parking facility with the trucks running 24/7/365. The neighbors behind the yard have complained to Los Angeles County about the noise at night from this operation. I have complained to the city, to the city council, to yourself. Why is the city allowing an unpermitted truck storage facility that runs 24/7/365? I just wanted to make sure that there is follow up on this illegal truck storage yard. This is not the only problem in the city, there are other illegal yards in the area which negatively affect the quality of life for us in addition to this yard.

I Thank you for your consideration. Please feel free to contact me at (323) 975-0201 or by e-mail at mrfelipeguerrero@gmail.com

Sincerely,

Felipe Guerrero

March 28, 2024

Re: South Gate Truck Yard Permitting Concerns

To the City of South Gate,

We are following up on the meeting at 8440 S Alameda Street that took place last week about the illegal truck and trailer storage parking at that site.

We've learned that this site was given a "temporary" use permit almost five years ago, but if that's the case then what does "temporary" even mean? Why is this site still allowed to operate without the right permits? How much longer is this "temporary" use going to be?

As members of this community, our quality of life has been harmed by traffic congestion by trucks, damaged roads, and air pollution caused by the trucks coming and going from this yard. It would be one thing if they'd gone through the full permit process and the community had a chance to speak up about it first, but as far as we can tell this yard was allowed to start up without any say from the people actually living around it.

Worse, this isn't even the only illegal vehicle storage yard we've seen in South Gate. There are trucks yards on Ardine Street (4552 Ardine St), Imperial Highway (5767 Imperial Hwy), and an Amazon van yard on Southern Avenue (5211 Southern Ave). We've asked around and none of these sites apparently have permits, yet they were allowed to be built and run without doing a full permit process that would let the community weigh in on the site.

Why are all these yards being allowed to run in South Gate without proper permits? If they were legitimate yards, wouldn't they have the right permits?

We are worried that this is turning into a similar situation as what happened in the City of Commerce, with the multiple illegal yards and under-the-table deals that allowed city staff to run yards for under-market rates without any permits.

Please look into these illegal yards and stop them from becoming an even larger problem for our city.

Thank you for your time, and we hope that this problem will be settled soon.

Sincerely,

Felipe Guerrero for the
Concerned City of South Gate Community Members

May 23, 2024

Felipe Guerrero
10257 San Juan Avenue
South Gate, CA 90280

Mr. Raul Salinas, Esq.
City Attorney
City of South Gate
8650 California Avenue
South Gate, CA 90280

Dear Mr. Salinas:
I am reaching out to you since I have been trying to get an answer from the city of South Gate since last year. For months now, my neighbors and I have complained to the city about the illegal truck parking lots in the city. The one I have the most concerned about is at 8440 Alameda Avenue in South Gate. I recognize that the yard is also in the county's jurisdiction, and I have complained to the county about this illegal yard as well. I have several petitions signed by residents and have submitted them to the city council and city manager. I am certain you have been made aware of these petitions or at least I hope so.

I am becoming increasingly concerned that there may be undue influence from entities with business interests in the city that may be running interference with the city's ability to shut down these illegal truck yards. The yard at 8440 Alameda St was for decades a metal scrap yard that operated during daytime hours only. Then, mysteriously it became a "temporary" 24/7 365 day a year truck terminal that was only supposed to be here for 5 years. Now the 5 years is ending and apparently this may be extended for another decade or permanently. This truck yard has not benefited the community in any way. Pollution, traffic, beat up roads, and traffic hazards have been the only affect from this yard. In fact, two people have died because of this yard (please see attached news article). I understand that planning staff is against these illegal truck yards but get overridden by someone. I see many influential consultants/lobbyists at city council meetings. We would like the voices of the residents to be heard not special interests.

In trying to understand what may be going on in the background, I looked at the FPPC's website and I do not see the City of South Gate's 700 form. I also looked at the city's website for the council's 700 forms, but I cannot find them. Perhaps they are "buried" somewhere. It would be good for transparencies' sake that these critical forms be placed prominently on the website where residents can have easy access to who is contributing to the council members—this is just good government. Especially in Southeast Los Angeles where many residents are not familiar with how government works and often don't speak English, it is more critical that we know who is influencing our elected officials.
I would respectfully ask that you respond to this letter and not ignore it as so many others have done in the past. I have included all my past letters / emails to the city and would also like to know the status on the other illegal yards that we brought up. Please assist us in this matter.

I thank you for your consideration. Please feel free to contact me at (323) 975-0201 or by e-mail at mrfellpeguerrero@gmail.com

Sincerely,

Fellpe Guerrero

Gmail

Felipe Guerrero <mrfelipeguerrero@gmail.com>

Jack Engle Property - 8440 Alameda Ave. South Gate

5 messages

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: rsalinas@sogate.org

Thu, May 30, 2024 at 4:56 PM

Dear Mr. Salinas,

Please review the attached letter and I hope to hear from you soon.

Your reply in this matter is appreciated.

Regards,
Felipe Guerrero

2229_001.pdf
83K

Felipe Guerrero <mrfelipeguerrero@gmail.com>
To: rsalinas@sogate.org

Tue, Jun 4, 2024 at 10:32 AM

Dear Mr. Salinas,

I wanted to follow up on the email I sent you last week.

Hope to hear from you soon.

Regards,
Felipe Guerrero

On Thu, May 30, 2024 at 4:56 PM Felipe Guerrero <mrfelipeguerrero@gmail.com> wrote:

> Dear Mr. Salinas,
>
> Please review the attached letter and I hope to hear from you soon.
>
> Your reply in this matter is appreciated.
>
> Regards,
> Felipe Guerrero

2229_001.pdf
83K

Raul Salinas <rsalinas@sogate.org>
To: Felipe Guerrero <mrfelipeguerrero@gmail.com>
Cc: Rob Houston <rhouston@sogate.org>, Meredith Elguira <melguira@sogate.org>, Dina Zaragoza <ezaragoza@sogate.org>

Tue, Jun 4, 2024 at 11:28 AM

Mr. Guerrero, Thank you for your letter last Thursday (May 30), and your call today (June 4). The Engle property is a matter which has been brought to the attention of the City. The City has met with the property owner and his attorney concerning its usage and discussions between the City and the property are ongoing. I did want to address your comment about the possibility of undue influence impacting the manner

in which the City is proceeding. I am not aware of any such undue influence, particularly since this matter is at the staff level. I appreciate your interest in this matter and thank you for your comments. Cordially, Raul.

From: Felipe Guerrero <mrfelipeguerrero@gmail.com>
Sent: Thursday, May 30, 2024 4:57 PM
To: Raul Salinas <rsalinas@sogate.org>
Subject: Jack Engle Property - 8440 Alameda Ave. South Gate

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

Dear Mr. Salinas,

Please review the attached letter and I hope to hear from you soon.

Your reply in this matter is appreciated.

Regards,

Felipe Guerrero

Felipe Guerrero <mrfelipeguerrero@gmail.com> Tue, Jun 4, 2024 at 2:54 PM
To: Raul Salinas <rsalinas@sogate.org>
Cc: Rob Houston <rhouston@sogate.org>, Meredith Elguira <melguira@sogate.org>, Dina Zaragoza <ezaragoza@sogate.org>

Dear Mr. Salinas,

Thank you for your response regarding that there is no undue influence regarding the discussions about the illegal truck yard and the city. In the spirit of transparency, I had asked for the Council member's 700 forms. I firmly believe that we residents of South Gate deserve to know who is contributing to the council members. The 700 forms are not on the city's website. Can help me find these documents so we residents see for ourselves if there is undue influence? Or who is contributing to the city council?

Regards,
Felipe Guerrero

On Tue, Jun 4, 2024 at 11:28 AM Raul Salinas <rsalinas@sogate.org> wrote:

> Mr. Guerrero, Thank you for your letter last Thursday (May 30), and your call today (June 4). The Engle property is a matter which has been brought to the attention of the City. The City has met with the property owner and his attorney concerning its usage and discussions between the City and the property are ongoing. I did want to address your comment about the possibility of undue influence impacting the manner in which the City is proceeding. I am not aware of any such undue influence, particularly since this matter is at the staff level. I appreciate your interest in this matter and thank you for your comments. Cordially, Raul.

From: Felipe Guerrero <mrfelipeguerrero@gmail.com>
Sent: Thursday, May 30, 2024 4:57 PM
To: Raul Salinas <rsalinas@sogate.org>
Subject: Jack Engle Property - 8440 Alameda Ave. South Gate

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

---

Dear Mr. Salinas,

Please review the attached letter and I hope to hear from you soon.

Your reply in this matter is appreciated.

Regards,

Felipe Guerrero

Raul Salinas <rsalinas@sogate.org> Tue, Jun 4, 2024 at 4:00 PM
To: Felipe Guerrero <mrfelipeguerrero@gmail.com>
Cc: Rob Houston <rhouston@sogate.org>, Meredith Elguira <melguira@sogate.org>, Dina Zaragoza <ezaragoza@sogate.org>

The forms are lodged with the Clerk's Office and are available through a public record request. I believe you can ask for them on the website as there is a process.

From: Felipe Guerrero <mrfelipeguerrero@gmail.com>
Sent: Tuesday, June 4, 2024 2:55 PM
To: Raul Salinas <rsalinas@sogate.org>
Cc: Rob Houston <rhouston@sogate.org>; Meredith Elguira <melguira@sogate.org>; Dina Zaragoza <ezaragoza@sogate.org>
Subject: Re: Jack Engle Property - 8440 Alameda Ave. South Gate

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

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Dear Mr. Salinas,

Thank you for your response regarding that there is no undue influence regarding the discussions about the illegal truck yard and the city. In the spirit of transparency, I had asked for the Council member's 700 forms. I firmly believe that we residents of South Gate deserve to know who is contributing to the council members. The 700 forms are not on the city's website. Can help me find these documents so we residents see for ourselves if there is undue influence? Or who is contributing to the city council?

Regards,

Felipe Guerrero

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Dear Mr. Salinas,

Please review the attached letter and I hope to hear from you soon.

Your reply in this matter is appreciated.

Regards,

Felipe Guerrero

Hello Mr. Houston,

Has there been any updates from the last time we spoke?

I was hoping you would have a new update given the time that has passed.

Regards,
Felipe Guerrero
[Quoted text hidden]

Felipe Guerrero <mrfelipeguerrero@gmail.com> Tue, Jun 11, 2024 at 11:19 AM
To: Rob Houston <rhouston@sogate.org>

Hello Mr. Houston,

I'm following up on my previous email.

Has there been any update or do you have any new information?

How much longer before the city decides to make a decision one way or another?

Regards,
Felipe Guerrero
[Quoted text hidden]

Hi my name is Jaqueline, I'm a member of the communities for a better environment and a student at South Gate High school. I oppose changing 8530 Alameda Street to heavy manufacturing because it could bring more pollution to my community. This affects my family because the pollution causes us headaches 24/7 and [redacted] makes us cough. I am worried about my family getting sick and feeling ill all the time. I urge the planning commissia to say no to this zoning change until a full environmental study is done.

Sincerely,
Jaqueline

Hi my name is Sandra Garcia, Im a member of communities for a better enviroment and a student at South Gate highschool. This affects my family because my older sister has athsma. The other day my sister an I passed by the site and she started coughing really bad. I am worried about my sisters health and everyone else with athsma. I ask the planning commission to say NO to this zoning change until a full enviromental study is done.

-Sincerely Sandra Garcia

3.15

Hi, my name is Bianca, Im a member of communities for a better environment and a student at South Gate. This affects me because I have a heart condition. I am worried that this site may be dealing with chemicals which can ~~put~~ put peoples health at risk. I urge the planning commision to reject the pollution change and to consider the lives they are putting at risk before making a decision.

-Sincerely, Bianca Verdugo

Hi my name is Destiny, i'm a member of Communities for a better environment and a student at South Gate High School. I Oppose Chaning 8530 Alameda Street to heavy manufacturing because it could brins better to the community for us. This affects me, my family, and my school because I live near the site, and I worry about more pollution. I am worried about People in the community getting sick. I urge the Plannins Commison to work on it be a better environment for the Communities.

Sincerely,
Destiny

Hi, my name is Hailey, Im a member of Communities for a better environment and a student at South Gate high school. I oppose changing 8530 alamed a street to heavy manufacturing because it will bring more pollution and famalies live in these communities. This will effect me and my family because my sister gets headache from the polluted air alread and imagine even more if they pass the zoning law. This will not only effect me but other families who have worse health issues. Keep in mind the children that will be breathing even worse air and causing them to have health issues at an early age.

sincerly, Hailey Interiano

Hi, My name is annamarie, I'm a member of communities For a better environment and a student at South Gate High school. I oppose Changing 8530 Alameda Street to heavy manufacturing because it will pollute our air more and affect our environment. This affects many aspects but as a soccer player this affects my school and team because we are constantly running and breathing all these toxins. I am worried about me and the people around me health and how we will be affected by this even more than we already are. I urge the planning commission to stop this law from being passed as it affects many people and sports this coming from someone who does Soccer, cross country and track so i urge this to be stopped or atleast get a study done before anything is actually done and make sure this doesnd happen.

Sincerely, Annamarie Jimenez

Isys Bravo

Hi, My name is Isys, I'm a member of communities for a better environment and a student at South Gate High School. I oppose changing 8530 Alameda Street to heavy manufacturing because it is harmful to our environment and too close to where I live. This affects my father who has lung problems due to smoking. I am worried about what this will do to our air quality and how it may negatively affect my friends and family.

Sincerely, Isys Bravo

Hello, my name is Ashley Perez, Im a member of communities for a better environment and a student at South gate High school. I OPPOSE changing 8530 Alameda Street to heavy manufactring because it can and will release toxic cancer causing chemicals. This affects me and my family because my younger brother will soon be attending elementery near the sight and I am consirned for him and his health. Aswell as current elementery students. I urge the planning commission to promote a cleaner idea instead of manufactring.

Sincerely,
Ashley Perez

Hello, my name is Keylee Solorio, I'm a member of communites for a better environment and I'm a student at South Gate High School. I oppose 8530 Alameda Street to Heavy manufacturing because pollution will get worst for my and other families in South Gate. This could also affect my school, and comunity. This could also affect enemy people heaths. I am worried for health risk in the environment and more because of my younger siblings. Not to mention, other families in this community have health risk and passing this would make it worst. I urge the planning Commission to not pass this. Even if research is done, this would risk human life, which is not helping the environment.

-Sincerely,
Keylee Solorio.

Hi my name is Shaniya Saucedo, Im a member of communities for a better environment and a student at South Gate High School. I oppose changing 8530 Alameda street to heavy manufacturing because it could bring more pollution to my community. This affects me, my family, my school because I live near the site, and I worry about more pollution, I am worried about it because this site may have harmful chemicals underground, and families nearby could already be at risk. We need an enviranmented study before making any changes, I urge the planning commission to say no to this zoning change until a full environmental study is done.

Sincerely, Shaniya Saucedo

Hi, my name is Mia Barrios, I'm a member of Communities for a Better Environment and a student at South Gate High school. I oppose changing 8530 Alameda Street to heavy manufacturing because it will release many toxic chemicals into the air I breath. This affects My family my comunity and myself because of Heath isgues. I personally am a student athlete so I am constanty active breathing the air and if we get polute I becom at risk for my health, as well as many other athletes in the area. That can also lead to "slowness" in our brains. I am worried about my family, I dont want them to fall in a death bed because of wanting to make south Gate a heavier poluted city than it already is. I urge the planning comission to not by pass this law and ruining our homes.

Best Regards,
Mia Barrios.

Hi, my name is Vania Romero, Im a member of Communities for better environment and a student at SGHS. I oppose changing 8330 Alameda street to heavy manufalturing because it makes the city more polluted. This affects me and everyone around me because we are breathing chemicals. I am worried about the people that are near or around the pollution because they may live there so that may cause many diseases I urge the planning commission to stop adding more pollution to the world!

Sincerally,
Vania Romero

Hi, my name is Yaneyci. I'm a member of communities for a better environment and a student at South Gate High School. I oppose changing 8530 Alameda street to heavy manufacturing because it will pollute even more our communities and it will stop many of athletic events. This affects me personally as it has brougten struggles to my health. I urge the planning commisson to stop the zoning change until a FULL enviosnmental study is done. We also don't need any toxic air in the air when little children are around or elderly people.

Sincerely, Yaneyci Romero

Hi, My Name is Cheyla Preciado, I'm a member of commmunities for a better enviornment and a Student South Gate High School. I oppose changing 8530 Alameda St to heavy manufacturing because pollution is destroying the world and us which can kill us all. Pollution is contaminating our bodies giving us more problems than we already have. I know there is a middle school near by and their bodies arent fully developed and weak immune systems. this can cause major illnesses and Sickness. This is also a problem to pregnant woman causing the child to come out with a disorder, illness, and or body problem. I urge the planning commision to Stop this process until further investigation and an immidiate stop to this!

Sincerley,

Cheyla Preciado

393

Hi, my name is Karen Avalos, I'm member of communities of better environment, and a student at South Gate Highschool. I oppose changing 8530 Alameda Street to heavy manufacturing because it's too close to both my school and home, it affects the area more too, ELAC and Westbrook Middle which is right across the sight. I'm worried about the air pollution and toxins that might harm me and those around my community. I urge the planning commission to review the effects and to make it more environmental friendly but if it's not possible ~~for~~ than I urge to put a stop to this. South Gate already has enough heavy manufacturing in other parts, we do not need more. Thank you and I hope you take careful consideration.

Sincerely,
Karen Avalos

394

Hi, my name is Analy, I'm a member of Communities for a better environment and a student in South Gate high, which I also live in South Gate. This affects my family because we live near the site and I'm worried about pollution. I ask the planning Commission to say no to this Zoning Change until a full environmental study is done and you know it won't cause more pollution then we already have

Sincerly,

Analy

Hi, My name is Ashley Cruz, I'm a member of Communties for a better Enviroment and a student at South gate high School. I Oppose Changing 8530 Alameda Street to heavy manufacting.
This effects me because I live in South gate and I have 3 younger Siblings that are still growing! I would like them to be strong and healthy. I am worried about the childern in the places aroud 8530 Alameda Street.

Thank you,
Ashley Cruz

Hello my name is Nathalie, I'm a member of communities for a better environment and a student in South Gate High school. I oppose changing 8530 Alameda street to heavy manufacturing because it would harm the people and environment living here by producing more pollution into the air. As someone who lives here, I don't appreciate with how much pollution there already is in South Gate. I have breathing problems, developed as I have been living here. I am worried about others in my community, being effected by these polluters as well. I urge the planning commission to reject this notion, completely. I believe there shouldn't be any more polluters here.

Sincerely, Nathalie

Sincerely

Hi, my name is Jessy Vivas, im a member of Communities for a better evironment and a student at South Gate High school. I oppose changing 8530 Alameda Street to heavy manufacturing because we're hurting our health.

This affects ~~the~~ families/ my school because we all are a part of the city of Southgate, and a majority of people, including people in my family have health issues, and this will only make matters worse. I am worried about how this could really affect our community heavily in the future, this will only make it worse.

Sincerely, Jessy Vivas

Hi, my name is Karla, and I'm a member of Communities for a better environment and a student of South Gate High School. I oppose changing 8530 Alameda Street to heavy machinery because I worry about more pollution. This site can possibly have harmful chemicals that can cause many to be at risk of exposure. Environmental studies should be made before machinery is introduced. I urge the planning commission to say no to change because there already is pollution in South Gate, it should get better not worse.

Sincerely,
Karla

Hi, My name is Joel Munoz, im a member of communitys for a better enviroment and a student at South Gate High School.

I Oppose changing 8530 Alameda st.

This affects my school because students need a safe enviroment.

I am worried about the students health and my family's health. and espesially for the athelets cause they gotta be well conditioned and etc.

I urge the planning commission to not approve of the zoneing.

to heavy manufacturing because this is bad for the community.

Hi, my name is Brianna Pereida, im a member of communities for a better environment and a student at South Gate High School. I appose challenging 8530 Alameda street to Heavy manufacturing because I live in south gate and dont want the air to be more poluted than how much it is already. I also dont want this to effect my families health. I urge the planning commission to not go through with this plan at all.

Sincerely,
Brianna

Item No. 2

- **Jennifer Daley -**

Dear Mr. Signio, Mr. Pelayo and Members of the South Gate Planning Commission,

As you prepare for the Planning Commission meeting this Tuesday, I urge you to consider the long-term implications of your decision regarding the illegal truck yard at 8530 Alameda Street. This decision will set a precedent for how South Gate enforces its business regulations and codes. The community is watching closely to see if the City will take a firm stance on ethical business practices.

The property at 8530 Alameda Street has been operating without a valid permit or license since July 16, 2021, when the Temporary Use Permit (TUP) expired. The original TUP was issued in error, making the operation illegal even before that. On April 18, 2023, the South Gate Planning Commission determined that the continued operation of this facility violated City codes, citing that:

1. The proposed use as a truck storage/terminal is prohibited in the Industrial Flex (IF) zone.
2. Temporary Use Permits cannot authorize prohibited uses for extended durations, and the original TUP was issued in error.

The full denial of Engle's request, dated April 18, 2023, is attached for your reference. Complete Engel documentation can be viewed here:
https://d3n9y02raazwpg.cloudfront.net/cityofsouthgate/e38f28b4-b7b5-11ed-acbc-0050569183fa-4253c1cb-d0d2-4870-b889-bade0633e61a-1682709352.pdf

Despite this clear ruling, Engle has repeatedly attempted to pressure the City into reversing its decision. The 2015 General Plan Amendment established that this area is designated for Industrial Flex (IF) use, intended to benefit the South Gate College District and residents. Engle's current request to rezone the area contradicts the City's vision for a more sustainable future.

Engle's continued efforts to bypass regulations for financial gain are concerning and must be stopped. It is critical that the City prioritize the interests of residents over corporate profits. Allowing preferential treatment would send a damaging message that illegal business practices are tolerated in South Gate and that city officials can be influenced.

As you deliberate, I urge you to prioritize the best interests of South Gate's residents and uphold the City's commitment to ethical business practices and zoning laws.

Thank you for your attention to this critical matter.

Sincerely,
Jennifer Daley

SELA for a Better Tomorrow

- **Mario Dominguez Jr.**

Item 2) I strongly urge the Commissioners to vote no and deny the appeal by this scumbag applicant. We don't want trash like this in our city. I'm tired of our city constantly bending over and making changes to our ordinances, zoning codes and General Plan. All because these property owners don't want to be in compliance with our city's laws. Enough is enough Commissioners. Do you really want to see our city devolve into a sewer? Or look like Tijuana Mexico? Have you people been there? I have. Trust me, it looks really bad. You don't want to live there. And I don't want our city to look like some sort of garbage town. Besides, this business adds no real value to our city. Commissioners you need to do the right thing and vote no on item 2. This is the right decision for our city.

- **Claudia Rivera – (for items 2 and 3)**

Members of the Planning Commission, this email is to address the items 2 and 3.

I've been listening to council meetings for quite some time now. Every so often people show up to the meetings to address the city council or planning commission to state their thoughts on items being considered.

I'm all for people expressing their views. But when there's accusations of corruption without any facts to support them, the accusations fail to address the issue. What it does is stain the reputation of the city.

Item 2 is an appeal from the business owner against a decision that City Staff has taken. It's pretty clear that our city council took a position in 2015 to change the zoning code. Once the permit expired, staff has taken the position to follow the direction given by the city council concerning the zoning code to stop the work being done.

What I don't understand is the accusation that our city council is somehow involved with corruption. If the young lady, Jennifer, is claiming that the city council is allowing the business to operate illegally, she should know that the opposite is actually true. The city staff has denied this business from operating for years. That is why there is an appeal. It seems that she should be applauding the city for addressing this issue, even before she came to our city, from where ever she is from.

Dear Honorable Planning Commission, City Clerk, Mayor Davila, City Council, and City Manager,

I am writing to express my strong support for upholding South Gate's municipal code in the case of 8530 Alameda Street and to urge the City Council to deny the appeal filed by the property owner. From what I have gathered through the agenda and available information, it is clear that this is not a case of unfair treatment, but rather the City rightfully enforcing its zoning regulations, as it would for any other business or property owner.

The Facts: How We Got Here

For decades, 8530 Alameda Street was home to a metal processing and recycling facility. Even after zoning changes in 2015, the City allowed the business to continue under legal nonconforming status, showing its willingness to work with long-standing businesses and provide flexibility for property owners.

However, that nonconforming status required renewal, and in 2020, the property owner failed to submit that renewal. As a result, the legal protection for that prior use expired, and the site became subject to the current Industrial Flex (IF) zoning, which does not allow truck trailer storage.

Despite this, the site has continued to be used for truck trailer storage, an operation that was never separately recognized as a legal nonconforming use. The City is now requiring compliance with existing zoning, which is a necessary and standard enforcement action.

South Gate's Approach Has Been Fair and Consistent

The City of South Gate has a proven history of working with its business community, and this case is no exception. The fact that the previous nonconforming use was allowed to continue for nearly five years after the zoning change shows that the City was not looking to push businesses out but instead offered reasonable opportunities to transition.

However, zoning laws exist for a reason, and South Gate is simply applying the same standards it would to any other business. The property owner had multiple opportunities to maintain their legal status but failed to follow the required renewal process. This is not an issue of the City being unreasonable—this is a case of a business not following the necessary steps to remain in compliance.

Addressing Arguments Against the City's Decision

Some may argue that truck storage was always part of the metal processing operation and therefore should still qualify under the original nonconforming status. However, the key issue is that nonconforming use protections do not extend indefinitely without proper renewal.

- The original nonconforming status applied specifically to metal processing, not to truck storage as a separate business.

- Once metal processing ceased and the structure was demolished, the truck storage became an independent operation—not a continuation of the original use.

- Under South Gate's current zoning regulations, truck trailer storage is not a permitted use in the IF zone.

The City is not changing the rules or targeting this specific business. If noncompliant operations were allowed to continue indefinitely without proper renewal, it would undermine the entire purpose of zoning laws.

Addressing Misinformation

I have also seen claims that the City is acting unfairly or even engaging in selective enforcement. However, from what I have read, South Gate has acted responsibly and transparently in enforcing its municipal code.

This situation is not about the City suddenly changing its stance—it is about a property owner who failed to take the necessary steps to maintain their legal standing. It is misleading and unfair to suggest that the City is at fault when all it is doing is enforcing the rules that apply to everyone.

Why Denying the Appeal Is the Right Decision

South Gate's zoning regulations exist to ensure fairness, order, and responsible land use. If the City allows this appeal to succeed, it will set a dangerous precedent that nonconforming uses can continue indefinitely, even when renewal requirements are ignored. That would not be fair to other businesses and property owners who follow the rules.

I urge the City Council to:

- Uphold the City's decision and deny the appeal to protect the integrity of South Gate's municipal code.

- Ensure that land use regulations are applied fairly and consistently to all businesses.

- Stand by the City's long-term planning and zoning vision rather than allowing businesses to bypass regulations through legal loopholes.

South Gate has done its part to support local businesses while also maintaining the integrity of its zoning regulations. Now, it is time to uphold those regulations and deny this appeal.

Thank you for your time and for your commitment to enforcing South Gate's municipal code fairly and consistently.

Respectfully,

Nathan Cueto

8530 Alameda Street

Development Agreement & Zone Change/General Plan Amendment

Term Summaries

Alameda Engle Properties, LLC ("AEP") has operated its truck trailer and container storage business at their property located at 8530 Alameda Street ("Property") since 1973. The City of South Gate ("City") has asked for solutions to address the legal nonconforming use, along with a sunset date for the current use. To address these requests, AEP submitted two potential solutions for the City's consideration: 1) a Draft Development Agreement ("DA") which terms out the current use over a 10-year period, consistent with the requirements of the current General Plan; and 2) a General Plan Amendment ("GPA") and Zone Change ("ZC") to revert the Property back to its previous zoning designation. Summaries of those options are attached as Exhibit A, and Exhibit B. AEP's preferred solution is the DA, which addresses the concerns that the City has voiced while keeping the property productive as future development partners are identified. The terms for the DA are described below.

Development Agreement Term Sheet

AEP and the City of South Gate collectively, the "Parties" wish to enter into a Development Agreement consistent with the following terms:

1. **Property**: AEP owns real property commonly known as "8530 Alameda Street" located within the City of South Gate, California.
2. **Historic Use**: The property operated as a family-owned recycling business, including on-site truck trailer and container storage between 1973 and 2019. The Property was leased to Fleet Yards, Inc. in 2020 for the purpose of truck trailer and container storage.
3. **Legal Nonconforming Use**: It is AEP's position that truck trailer and container storage is a legal nonconforming use on the Property because this use was authorized by-right when the recycling operations began in 1973, and because the use has been continuous since that time, through Jack Engle & Company's operations between 1973 and 2019, and through Fleet Yards' operations beginning in 2020. AEP reserves the right to defend all legal nonconforming uses on the Property, including truck trailer and container storage.
4. **Current Lease Term**: Fleet Yards' current lease does not expire until Summer, 2035.
5. **Truck Trailer & Container Storage**: In order to avoid substantial financial damages to AEP from prematurely terminating the current lease with Fleet Yards, the City agrees to allow Fleet Yards to continue its truck trailer and container storage operations at the Property through the term of the current lease (Summer, 2035).
6. **Entitlements**: In order to facilitate more uses on the Property consistent with the City's long term vision for the "industrial flex" zone, the City will work with AEP on an entitlement pathway that allows a broader range of commercial uses on the Property.
7. **Development Partners**: The Parties agree that during the remaining term of the current lease, they will work together to identify a development partner and/or lessee with the requisite experience to redevelop a portion of the Property consistent with the City's long term vision for the Industrial Flex zone. The Development Partner or Lessee must be able to provide a conceptual site plan and proof of financing for the project's development and operation, either independently or with additional partners.

Exhibit A

Proposed Development Agreement Terms

Assists the City in satisfying the redevelopment requirements in the General Plan. Identifies a long-term redevelopment solution. Creates a contractual obligation to phase-out the current use based on market conditions. Provides market-driven data for the City's next iteration of the General Plan.

Term	Timeline	Description
Feasibility Study	(1 Year)*	AEP to conduct Market Study within 1 Year to determine feasible future developments and alternate uses at the Property, including potential redevelopment partners.
Redevelopment Partner/ Future Tenant	(1 Year)*	AEP to retain a broker and begin marketing the Property to target and secure redevelopment partners and/or future tenants based on the Market Study. AEP to provide regular status updates to the City on its efforts.
Project Plans/Agency Involvement	(2-3 Years)*	Redevelopment Partner to secure funding, refine site plan, and coordinate entitlements package with the City and redevelopment plans with DTSC. AEP/Redevelopment Partner to provide regular project updates to the City during this period.
Precise Plan/Specific Plan	(1 Year)*	City to assist Redevelopment Partner & AEP with Precise Plan/Specific Plan (required by current General Plan) and advise on appropriate entitlements package. Redevelopment Partner to submit entitlements application. Parties to meet quarterly until the entitlements application is filed.
Entitlements Processing	(18 months)*	City to review entitlements application. AEP/Redevelopment Partner to prepare EIR.
Extension for Entitlements Processing	(Up to 3 Years)	Parties acknowledge that the timeframes marked with an asterisk are estimates, and may be delayed due to circumstances beyond the Parties' control. If an entitlements package for the redevelopment project has been filed with the City within 7 years, the Parties may extend the agreement term for up to 3 additional years to allow the City to complete processing of the entitlements. The total term shall not exceed 10 years.
Term	**(10 Years)**	

Exhibit B

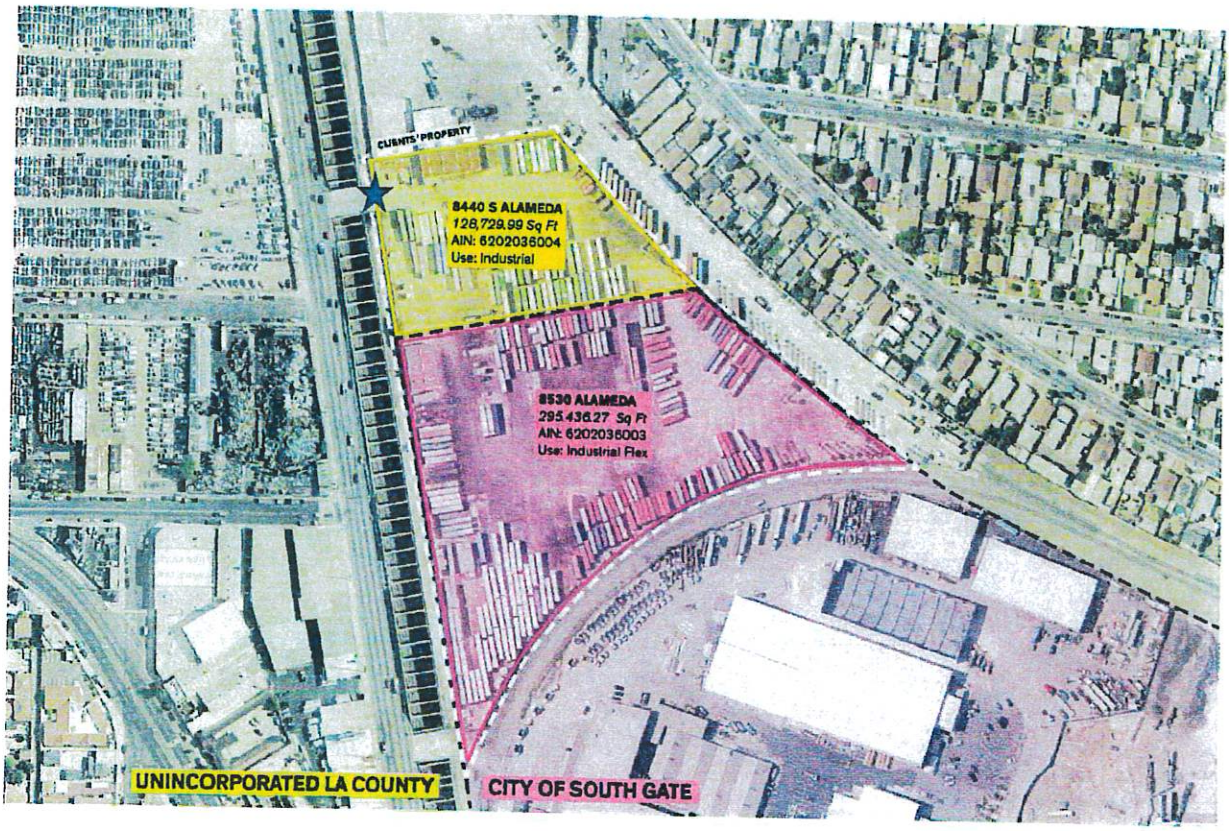
Zone Change/ General Plan Amendment

Removes the use restrictions under the SGMC and General Plan. Reverts the zoning to the previous zoning designation, where the current use is allowed. City (Planning Commissioners or City Councilmembers) to initiate text changes that add termination date earlier that current 2035 deadline. Allows for faster resolution and more flexibility regarding future uses, as City will have to update its General Plan in 2035.

Item	Description	Status
AEP Application for Zone Change/General Plan Amendment	Reverses the City's 2015 rezone. Removes the Property from South Gate Community College District Subarea 1 (requiring educational/institutional uses) and reverts the zoning back to M2 where industrial uses, including the current use are allowed with discretionary entitlements.	Pending. Application filed October, 2024. Scheduled for Planning Commission Consideration on 3/18.
City-Initiated Text Changes	Currently, the General Plan allows nonconforming uses in the IF zone to continue until 2035 – concurrent with the timing of the City's next General Plan update. To give the City more flexibility on a shorter timeframe and a guarantee of the end date as requested, the City would have to initiate a text change to the General Plan and Zoning Code.	Unknown.

Exhibit C

Site Map



★ Entrance/Exit

Item No. 3

- **Mario Dominguez Jr.**

Item 3) Once again I strongly urge the Commissioners to vote no and deny this wretched applicant his despicable request for a Zone Change and General Plan Amendment. This is exactly the kind of scumbaggry that you all should be opposed too. Commissioners this is your opportunity to put a stop on this property owner that wants to have their way with our city's ordinances and laws. How much more of this sort of treatment are you people willing to put up with? Correct me if I'm wrong, but item 3, is just more of item 2. Commissioners, please I beg you, don't sell out our city to this dirtbag. If you have any compassion for the poor hard working people in our city that are struggling to make it in this cruel world. Please, reject this demon's request and vote no on item 3.

- **Melodie Cuevas**

Hello,

My name is Melodie Cuevas and I lived in South Gate for over 20 years. I only recently left the community when I was 22 years old to Orange County. Moving only 14 miles away to Orange County, I notice a substantial difference in my quality of life, especially as it regards air quality. I feel completely disheartened to know that my hometown suffers heavily from pollution and negligence. Policies, such as the Zoning change, that are being introduced only serve to continue to exacerbate this ongoing history of environmental injustice. Please consider not purshing this zoning any further and listen to your constituents who are sharing their very real concerns with you.

Thank you,

Melodie Cuevas

God help us.

Office of the
South Gate City Clerk
MAY - 7 2025 5:35pm
FILED

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 13, 2025**
Originating Department: **Community Development**

Department Director: *Gabriel Perez* ***City Manager:*** *Rob Houston*

SUBJECT: REQUEST FOR ZONE CHANGE AND GENERAL PLAN AMENDMENT FOR A PROPERTY LOCATED AT 8530 ALAMEDA STREET, AND DETERMINING THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PL 25-0054)

PROJECT PROPOSAL/REQUEST

Zone Change ("ZC") and General Plan Amendment ("GPA") (PL 25-0054): The applicant requests the following:

1. ZC to change the property from IF to Heavy Manufacturing (M3); and

2. GPA to indicate truck trailer and container storage facilities within the South Gate College District are permitted to continue operating or remove the Subject Property from the South Gate College District entirely.

   The request to remove the subject property from the South Gate College District as identified in the General Plan includes the following:

   a. Community Design Element
      i. Amend Figure CD-4 (Districts) by removing the Subject Property from the South Gate College District, Sub-area 1
   b. Housing Element
      i. Amend Figure HE-4 (Districts) by removing the Subject Property from the South Gate College District, Sub-area 1
      ii. Amend Figure HE-6 (Zoning Map) by changing the zoning district from IF to M3
      iii. Amend Table HE-52 (Outside of Specific Plan Areas) by reducing the number of parcels (29 to 28), acres (25.18 to 18.40), and potential units (1,886 to 1,377, a reduction of 509 units). Total units would decrease from 5,150 to 4,641 units.

iv. Amend Table HE-55 (Summary of Sites Inventory) accordingly, which results in a reduction of 509 housing units.

This item was continued from the Regular City Council Meeting of April 22, 2025.

PROJECT OVERVIEW

- Project Location: 8530 Alameda Street
- Assessor's Parcel Number: 6202-036-003
- Property Owner: Alameda Engle Properties (Jason Engle)
- Applicant/Representative: Sara Atsbaha, Somos Law Group
- General Plan Designation: Industrial (Community Design Element, Figure CD 1, Existing Land Uses)
  South Gate College District Subarea 1 (Community Design Element, Figure CD 4, Districts)
- Zoning: IF (Industrial Flex)

RECOMMENDED ACTION:

1. **CONDUCT** a public hearing pursuant to South Gate Municipal Code Section 11.50.040.B;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **ADOPT** the findings as outlined in the Resolution (Attachment A); and
4. **DENY** the zone change of the subject property from IF to M3 and amendments to the Community Design Element and Housing Element of the General Plan regarding removing the subject property from the South Gate College District.

PUBLIC NOTIFICATION

Advertising and notification of the public hearing for this item was conducted in compliance with Sections 11.50.020 and 11.50.030 of the South Gate Municipal Code ("SGMC"). Notices of the hearing were posted and published in the "South Gate Press" on March 27, 2025.

ENVIRONMENTAL EVALUATION

The California Environmental Quality Act ("CEQA") does not apply to projects which a public agency rejects or disapproves pursuant to Section 15270(a).

BACKGROUND

An application by legal counsel, Somos Law Group ("Somos"), on behalf of the property owner and applicant, Alameda Engle Properties, LLC ("AEP" represented by Jason Engle), requesting to change the zoning of the subject property from IF to M3 (Heavy Manufacturing) and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan.

It should be noted that AEP also owns the abutting 2.9-acre site to the north at 8440 S. Alameda

Street, which is located outside of the City of South Gate ("City") and in the County of Los Angeles. Access to both properties is via a driveway from Alameda Street to the property at 8440 S. Alameda Street. This property is also being used for truck trailer storage and according to County staff, a conditional use permit ("CUP") is currently being processed.

Planning Commission Hearing

On March 18, 2025, the Planning Commission voted 3-0 to adopt Resolution No. 2025-05 recommending to the City Council denial of a request to change the zoning from IF to M3 and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan.

The applicant's attorneys, Alfred Fraijo Jr. and Sara Atsbaha, gave a presentation. Public comment was received from the following individuals:

- Janeth Preciado Vargas, SELA youth organizer at CBE
- Jennifer Campbell
- Rossmery Zayas, SELA organizer with CBE
- Ozzie, resident, CBE youth organizing intern
- Jennifer Ganata, CBE
- Javier Guttierrez
- Jennifer Daley
- Jason Engle, property owner
- Tim Simpson, owner's environmental consultant, GSI Environmental
- David Moreno, 8429 Santa Fe Avenue
- Donald Thomas, Engle employee
- Selena Zepeda, neighboring resident

The Planning Commission also received a presentation by City staff and outside legal counsel James Eckart providing a response to the appellant's presentation.

Generally, speakers were opposed to the truck trailer storage citing concerns with traffic, pollution, health impacts, and other environmental concerns. Additionally, written correspondences from the individuals below. The correspondences are included in Attachment D.

- Mario Dominguez
- Claudia Rivera
- Melody Cuevas
- Sara Atsbaha, Somos Group, applicant's attorney

History of Zoning and Land Use of Subject Property

As early as 1961, the Subject Property was designated as being within a Heavy Manufacturing ("M-3") Zone.

Based upon a review of public records and documents submitted by AEP, the Site was used by Jack Engel & Company (hereinafter, "JECO") and/or AEP for a metal processing/recycling facility

from as early as 1973 until approximately March 2020. During that time, the site was developed with a single-story industrial structure used for the recycling operations conducted by JECO and/or AEP.

The metal recycling operations conducted by JECO and/or AEP included, but was not limited to, the delivery of scrap metal product to the Site inside of truck trailers – which would remain on site for up to several months while the scrap metal was sorted and processed on-site and prepared for shipment to a final off-site destination.
In 1988, the City amended its Zoning Code, in part, to require a Conditional Use Permit for recycling facilities. Thereafter, on or about April 28, 2015, the City Council adopted Ordinance 2323, which further amended the Zoning Code and changed the zoning classification of the Subject Property to Industrial Flex ("IF") Zone.

AEP has confirmed that around March 2020, Fleet Yards, Inc. commenced utilizing the Site solely for the storage of truck trailers and/or containers as a principal use. Moreover, the structure that was previously utilized to conduct the metal recycling at the Site was demolished.

ANALYSIS:

Zoning Map Amendment and General Plan Amendment
The applicant is requesting to change the zoning of the property at 8530 Alameda Street from IF to M3 and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan. The request is to accommodate Fleet Yards, Inc.'s operation as a truck storage/terminal facility.

Around 2015, the City rezoned properties in the area from M3 to IF. This was to accommodate future growth of the East Los Angeles Community College ("ELACC") within the South Gate College District as described in the Community Design Element of the City's General Plan. The subject property is included in the South Gate College District as part of sub-area 1 (portions north of Firestone Boulevard and east of Alameda Street). ELACC anticipates a largely expanded campus complex that would include adaptive reuse of nearby industrial facilities along Firestone Boulevard. Changing the zone to M3 would be contrary to the vision and policies of the General Plan.

The IF zone allows certain residential uses to be developed and changing the zoning to M3 would preclude potential new housing development, which is contrary to the City's Housing Element and the Statewide regional housing needs. Moreover, such rezoning would remove 509 potential housing unit sites from the housing-site inventory identified in the Housing Element of the General Plan; the "No Net Loss Law" codified in Government Code section 65863 might require the City, within 180 days, to identify new suitable housing locations within the City to replace some or all of the lost locations. Furthermore, uses such as recreation, education, public assembly, parks, plazas, and open space, which are allowed in the IF zone would be prohibited in the M3 zone. For all of those reasons, as such, staff recommends the Planning Commission reject the proposed Zoning Map Amendment and General Plan Amendment.

If the City decides to approve the request and approve the zone change and General Plan

Amendment, the applicant would have to apply for a CUP to allow a truck storage/terminal use in the M3 zone, which would have to be reviewed and approved by the Planning Commission at a public hearing. Additionally, the City would be tasked with identifying additional housing unit sites to offset the loss in potential housing units so there is a "no let loss" in housing as mentioned earlier.

CONCLUSION

Staff recommends denying the request for a zone change from IF to M3 and leaving the subject property as part of the South Gate College District as shown in the Community Design Element and Housing Element of the General Plan.

ATTACHMENTS:

A. City Council Resolution
B. Planning Commission Resolution No. 2025-05
C. Planning Commission Agenda Bill for March 18, 2025
D. Public comments received at the March 18, 2025, Planning Commission meeting

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DENYING A REQUEST TO CHANGE THE ZONING OF A PROPERTY AT 8530 ALAMEDA STREET FROM IF (INDUSTRIAL FLEX) TO M3 (HEAVY MANUFACTURING) AND REMOVE THE SUBJECT PROPERTY FROM THE SOUTH GATE COLLEGE DISTRICT AS SHOWN IN THE COMMUNITY DESIGN ELEMENT AND HOUSING ELEMENT OF THE GENERAL PLAN, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PL 25-0054)

WHEREAS, the applicant, Somos Law Group, on behalf of the property owner, Alameda Engle Properties, LLC (represented by Jason Engle), submitted an application (PL 25-0054) for a Zone Change and General Plan Amendment for a property located at 8530 Alameda Street ("Subject Property"). The applicant requested a zone change and General Plan Amendment to change the zone from IF (Industrial Flex) to M3 (Heavy Manufacturing) and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing on this matter on February 27, 2025; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission conducted the public hearing on this matter on March 18, 2025, and adopted Resolution No. 2025-05 recommending to the City Council denial of a request to change the zoning of the subject property from IF to M3 and remove the subject property from the South Gate College District as shown in the General Plan; and

WHEREAS, pursuant to California Government Code Section 65854, the City Council duly noticed and agendized a public hearing on this matter on March 27, 2025; and

WHEREAS, pursuant to California Government Code Section 65854, the City Council conducted the public hearing on this matter on April 22 and May 13, 2025.

WHEREAS, the City Council made the following findings:

1. In 2015, the City rezoned the Subject Property from M3 to IF to accommodate future growth of East Los Angeles Community College ("ELACC") within the South Gate College District as described in the Community Design Element of the City's General Plan. ELACC anticipates a largely expanded campus complex that would include adaptive reuse of nearby industrial facilities along Firestone Boulevard. Changing the zone to M3 would be contrary to the vision and policies of the General Plan.

2. The Subject Property is located in the northwestern corner of the City in the IF zone, and changing the zoning and removing the Subject Property from the South Gate College District as shown in the Community Design Element of the General Plan would constitute "spot zoning," which is contrary to the vision and policies of the General Plan.

3. The legal, nonconforming use of the Subject Property for metal processing and/or recycling activities – including the integral truck trailer storage component of those activities – has been determined to be abandoned and can no longer be conducted at the Subject Property unless otherwise in conformity to all current laws and regulations of the City (and applicable governmental agencies). The City desires a land use compatible with the purpose and intent of the IF zoning district.

4. The IF zoning district allows for certain residential uses to be developed, and changing the zoning to M3 would preclude potential new housing development, which is contrary to the City's Housing Element and the Statewide regional housing needs.

5. Changing the zoning district to M3 would preclude a number of recreational, educational, public assembly, parks, plazas, and open space uses from being developed on the Subject Property.

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

SECTION 1. The City Council hereby finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. The California Environmental Quality Act does not apply to projects which a public agency rejects or disapproves pursuant to Section 15270(a).

SECTION 3. The City Council hereby denies the request to change the zoning of a property located at 8530 Alameda Street from IF to M3 and remove the Subject Property from the South Gate College District as shown in the Community Design Element of the General Plan.

[Remainder of page left blank intentionally.]

SECTION 4. The City Clerk shall certify the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, and **ADOPTED** on this **13th** day of **May 2025**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

DRAFT

RESOLUTION NO. 2025-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL DENIAL OF A REQUEST TO CHANGE THE ZONING OF A PROPERTY AT 8530 ALAMEDA STREET FROM IF (INDUSTRIAL FLEX) TO M3 (HEAVY MANUFACTURING) AND REMOVE THE SUBJECT PROPERTY FROM THE SOUTH GATE COLLEGE DISTRICT AS SHOWN IN THE COMMUNITY DESIGN ELEMENT OF THE GENERAL PLAN

WHEREAS, the applicant, Somos Law Group, on behalf of the property owner, Alameda Engle Properties, LLC (represented by Jason Engle), submitted an application for a Zone Change and General Plan Amendment for a property located at 8530 Alameda Street ("Subject Property"). The applicant requested a zone change and General Plan Amendment to change the zone from IF (Industrial Flex) to M3 (Heavy Manufacturing) and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing on this matter on February 27, 2025; and

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission conducted the public hearing on this matter on March 18, 2025.

WHEREAS, the Planning Commission made the following findings:

1. In 2015, the City rezoned the Subject Property from M3 to IF to accommodate future growth of East Los Angeles Community College (ELACC) within the South Gate College District as described in the Community Design Element of the City's General Plan. ELACC anticipates a largely expanded campus complex that would include adaptive reuse of nearby industrial facilities along Firestone Boulevard. Changing the zone to M3 would be contrary to the vision and policies of the General Plan.

2. The Subject Property is located in the northwestern corner of the City in the IF zone, and changing the zoning and removing the Subject Property from the South Gate College District as shown in the Community Design Element of the General Plan would constitute "spot zoning," which is contrary to the vision and policies of the General Plan.

3. The legal, nonconforming use of the Subject Property for metal processing and/or recycling activities – including the integral truck trailer storage component of those activities – has been determined to be abandoned and can no longer be conducted at the Subject Property unless otherwise in conformity to all current laws and regulations of the City (and applicable governmental agencies). The City desires a land use compatible with the purpose and intent of the IF zoning district.

4. The IF zoning district allows for certain residential uses to be developed, and changing the zoning to M3 would preclude potential new housing development, which is contrary to the City's Housing Element and the Statewide regional housing needs.

5. Changing the zoning district to M3 would preclude a number of recreational, educational, public assembly, parks, plazas, and open space uses from being developed on the Subject Property.

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

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

SECTION 2. The Planning Commission's recommendation to the City Council on amendments to the Zoning Map and General Plan is not subject to California Environmental Quality Act (CEQA) review because it is not an "approval" as defined in California Code of Regulations, Title 14, Section 15352, but rather a recommendation, and therefore does not commit the City to any definite course of action regarding the Zoning Code Amendment and General Plan. Furthermore, CEQA does not apply to projects which a public agency rejects or disapproves pursuant to Section 15270(a).

SECTION 3. The Planning Commission hereby recommends that the City Council deny the request to change the zoning of a property located at 8530 Alameda Street from IF to M3 and remove the Subject Property from the South Gate College District as shown in the Community Design Element of the General Plan.

This action was adopted by the following vote at the Planning Commission meeting of March 18, 2025.

AYES: Prieto, Ruiz, Ozaeta

NOES:

ABSENT: Laborin

APPROVED and ADOPTED this 18th of March, 2025.

John F. Signo, AICP
Planning Manager

APPROVED:

Jimmy Ozaeta
Chairperson
City Planning Commission

AS13772.0860893 4923-2538-6533v1

City of South Gate

PLANNING COMMISSION

AGENDA BILL

For the Regular Meeting of: ***March 18, 2025***

Planning Manager: *John F. Signo, AICP* ***Community Development Director***: *David Crabtree, AICP*

SUBJECT: REQUEST FOR ZONE CHANGE AND GENERAL PLAN AMENDMENT FOR A PROPERTY LOCATED AT 8530 ALAMEDA STREET, AND DETERMINING THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

PROJECT PROPOSAL/REQUEST

Zone Change (ZC) and General Plan Amendment (GPA): The applicant requests the following:

1. ZC to change the property from Industrial Flex (IF) to Heavy Manufacturing (M3); and

2. GPA to indicate truck trailer and container storage facilities within the South Gate College District are permitted to continue operating, or remove the Subject Property from the South Gate College District entirely.

   The request to remove the subject property from the South Gate College District as identified in the General Plan, includes the following:

   a. Community Design Element
      i. Amend Figure CD-4 (Districts) by removing the Subject Property from the South Gate College District, Sub-area 1
   b. Housing Element
      i. Amend Figure HE-4 (Districts) by removing the Subject Property from the South Gate College District, Sub-area 1
      ii. Amend Figure HE-6 (Zoning Map) by changing the zoning district from IF to M3
      iii. Amend Table HE-52 (Outside of Specific Plan Areas) by reducing the number of parcels (29 to 28), acres (25.18 to 18.40), and potential units (1,886 to 1,377, a reduction of 509 units). Total units would decrease from 5,150 to 4,641 units.
      iv. Amend Table HE-55 (Summary of Sites Inventory) accordingly, which results in a reduction of 509 housing units.

PROJECT OVERVIEW

- Project Location: 8530 Alameda Street
- Assessor's Parcel Number: 6202-036-003
- Property Owner: Alameda Engle Properties (Jason Engle)
- Applicant/Representative: Sara Atsbaha, Somos Law Group
- General Plan Designation: Industrial (Community Design Element, Figure CD 1, Existing Land Uses)
  South Gate College District Subarea 1 (Community Design Element, Figure CD 4, Districts)
- Zoning: IF (Industrial Flex)

RECOMMENDED ACTION:

1. **CONDUCT** a public hearing pursuant to South Gate Municipal Code Section 11.50.040.B;
2. **ACCEPT** the determination that this matter is exempt from the California Environmental Quality Act;
3. **ADOPT** the findings as outlined in Resolution No. 2025-05 (Attachment A); and
4. **RECOMMEND** to the City Council no change to the zoning district of the subject property from IF to M3 and no change to the Community Design Element and other elements of the General Plan regarding removing the subject property from the South Gate College District.

PUBLIC NOTIFICATION

Advertising and notification of the public hearing for this item was conducted in compliance with Sections 11.50.020 and 11.50.030 of the South Gate Municipal Code ("SGMC"). Notices of the hearing were posted and published in the "South Gate Press" on February 27, 2025.

ENVIRONMENTAL EVALUATION

The Planning Commission's recommendation to the City Council on amendments to the Zoning Map and General Plan is not subject to California Environmental Quality Act (CEQA) review because it is not an "approval" as defined in California Code of Regulations, Title 14, Section 15352, but rather a recommendation, and therefore does not commit the City to any definite course of action regarding the Zoning Code Amendment and General Plan. Furthermore, CEQA does not apply to projects which a public agency rejects or disapproves pursuant to Section 15270(a).

BACKGROUND

The applicant, Somos Law Group ("Somos"), on behalf of the property owner, Alameda Engle Properties, LLC ("AEP" represented by Jason Engle), is requesting to change the zoning of the subject property from IF (Industrial Flex) to M3 (Heavy Manufacturing) and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan.

It should be noted that AEP also owns the abutting 2.9-acre site to the north at 8440 S. Alameda Street, which is located outside of the City and in the County of Los Angeles. Access to both

properties is via a driveway from Alameda Street to the property at 8440 S. Alameda Street. This property is also being used for truck trailer storage and according to County staff, a conditional use permit (CUP) is currently being processed.

History of Zoning and Land Use of Subject Property

As early as 1961, the Subject Property was designated as being within a Heavy Manufacturing ("M-3") Zone.

Based upon a review of public records and documents submitted by AEP, the Site was used by Jack Engel & Company (hereinafter, "JECO") and/or AEP for a metal processing/recycling facility from as early as 1973 until approximately March 2020. During that time, the site was developed with a single-story industrial structure used for the recycling operations conducted by JECO and/or AEP.

The metal recycling operations conducted by JECO and/or AEP included, but was not limited to, the delivery of scrap metal product to the Site inside of truck trailers – which would remain on site for up to several months while the scrap metal was sorted and processed on-site, and prepared for shipment to a final off-site destination.

In 1988, the City amended its Zoning Code, in part, to require a Conditional Use Permit for recycling facilities. Thereafter, on or about April 28, 2015, the City Council adopted Ordinance 2323, which further amended the Zoning Code and changed the zoning classification of the Subject Property to Industrial Flex ("IF") Zone.

AEP has confirmed that around March 2020, Fleet Yards, Inc. commenced utilizing the Site solely for the storage of truck trailers and/or containers as a principal use. Moreover, the structure that was previously utilized to conduct the metal recycling at the Site was demolished.

ANALYSIS:

Zoning Map Amendment and General Plan Amendment

The applicant is requesting to change the zoning of the property at 8530 Alameda Street from IF to M3 and remove the subject property from the South Gate College District as shown in the Community Design Element of the General Plan. The request is to accommodate Fleet Yards, Inc.'s operation as a truck storage/terminal facility.

Around 2015, the City rezoned properties in the area from M3 to IF. This was to accommodate future growth of the East Los Angeles Community College (ELACC) within the South Gate College District as described in the Community Design Element of the City's General Plan. The subject property is included in the South Gate College District as part of sub-area 1 (portions north of Firestone Boulevard and east of Alameda Street). ELACC anticipates a largely expanded campus complex that would include adaptive reuse of nearby industrial facilities along Firestone Boulevard. Changing the zone to M3 would be contrary to the vision and policies of the General Plan.

The IF zone allows certain residential uses to be developed and changing the zoning to M3 would preclude potential new housing development, which is contrary to the City's Housing Element and the Statewide regional housing needs. Moreover, such rezoning would remove 509 potential housing unit sites from the housing-site inventory identified in the Housing Element of the General Plan; the "No Net Loss Law" codified in Government Code section 65863 might require the City, within 180 days, to identify new suitable housing locations within the City to replace some or all of the lost locations. Furthermore, uses such as recreation, education, public assembly, parks, plazas, and open space, which are allowed in the IF zone would be prohibited in the M3 zone. For all of those reasons, as such, staff recommends the Planning Commission reject the proposed Zoning Map Amendment and General Plan Amendment.

If the City decides to approve the request and approve the zone change and General Plan Amendment, the applicant would have to apply for a conditional use permit (CUP) to allow a truck storage/terminal use in the M3 zone, which would have to be reviewed and approved by the Planning Commission at a public hearing. Additionally, the City would be tasked with identifying additional housing unit sites to offset the loss in potential housing units so there is a "no let loss" in housing as mentioned earlier.

CONCLUSION

Staff recommends denying the request for a zone change from IF to M3 and leaving the subject property as part of the South Gate College District as shown in the Community Design Element of the General Plan.

ATTACHMENTS:

~~A. Resolution No. 2025-05~~ ---------- SEE ATTACHMENT 2 OF COUNCIL REPORT

B. Applicant's letter of request dated October 18, 2024
C. Proposed General Plan Diagram
D. Proposed Zoning Map
E. Figure CD-4 (Districts)
F. Figure HE-4 (Districts)
G. Figure HE-6 (Zoning Map)
H. Table HE-52 (Outside of Specific Plan Areas)
I. Table HE-55 (Summary of Sites Inventory)

ATTACHMENT B

SOMOS
LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

October 18, 2024

VIA ELECTRONIC MAIL

Robert Houston
City Manager
City of South Gate
8650 California Ave.
South Gate, CA 90280
Email: rhouston@sogate.org

Re: Application for Zone Change and General Plan Amendment at 8530 Alameda Street

Dear Mr. Houston:

We are grateful for the City of South Gate's long-term collaboration on finding a viable solution for the historic use at 8530 Alameda Street ("the Property"). Consistent with our previous conversations, we are writing on behalf of Alameda Engle Properties, LLC ("AEP"), to provide more specificity on the proposed zone change ("ZC") and amendment to the General Plan ("GPA") that you suggested, along with other options for resolving the historic use issue. A copy of the application that we submitted on October 14, 2024, is attached for reference. We anticipate that further review and discussion will be required to reach a resolution that suits the needs and expectations of the City, and that allows the Property to remain productive. Per your request, we have identified the following legally-defensible solutions, including:

1. A GPA to add language to the Industrial Flex ("IF") zoning designation clarifying that existing truck trailer and container storage facilities within the South Gate College District are permitted to continue operating;
2. A zone change ("ZC") and amendment to the General Plan ("GPA") to revert the property to its previous "M3" zoning designation to remedy the split zoning on the Property; or
3. An agreement with the City that allows the historic use to continue for an agreed-upon term while AEP, in coordination with the City, determines viable alternative uses for the Property consistent with the City's vision for future developments in the area.

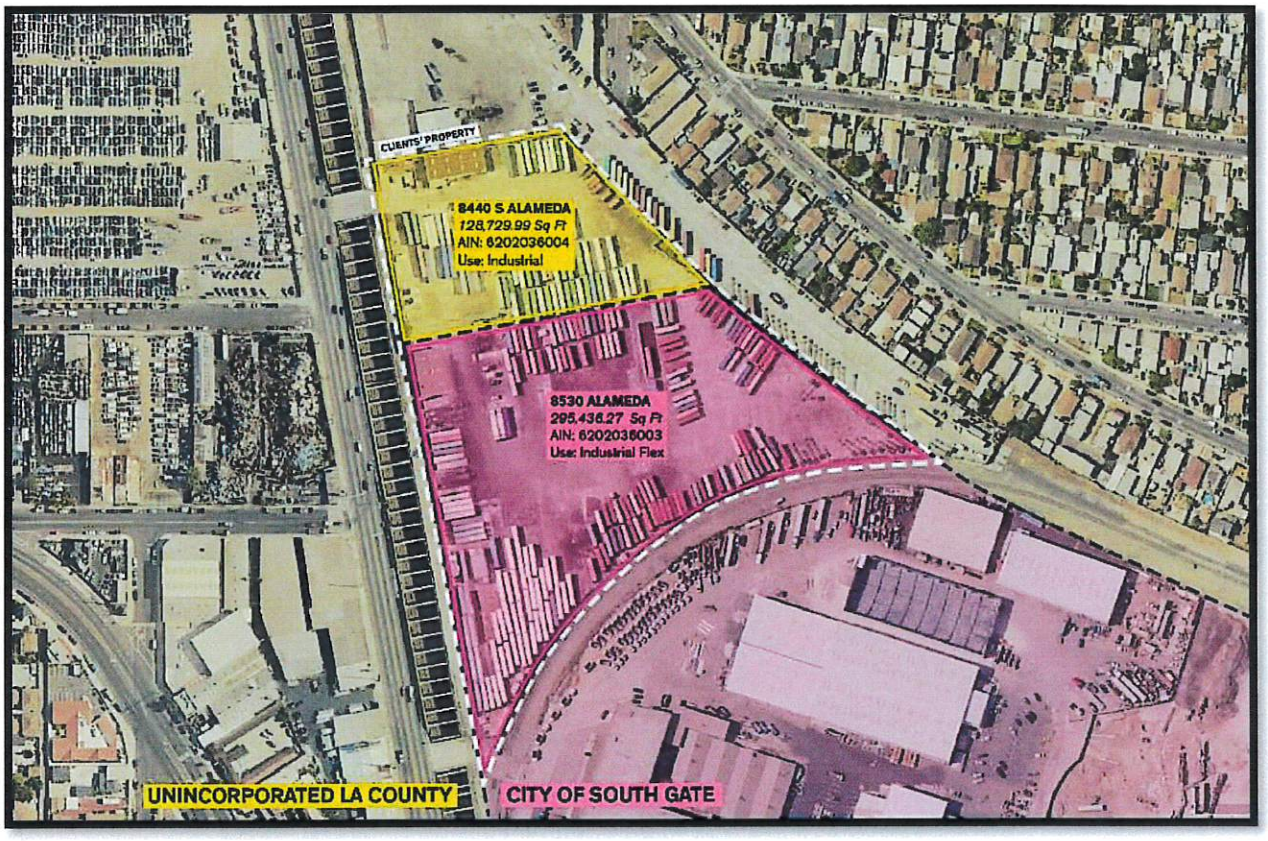
Based on our coordination with the City and prior conversations with you, we understand that a GPA or ZC/GPA are the most efficient and practical paths forward to formalize the long-standing industrial use at the Property.

As outlined in the application, this request for a ZC and GPA is consistent with all state and local requirements, and supported by the Property-specific facts below:

1. **The ZC ad GPA Prevents Challenges Re Use Continuity and Consistency**

The City rezoned the portion of the Property in South Gate from M3 to Industrial Flex "IF" in 2015. As depicted in the Property Map below, nearly one-third of the property (including the only point of ingress/egress) is located outside the City in unincorporated Los Angeles County ("County"). The portion of the Property located in the County is zoned "M2" for Heavy Manufacturing uses. The entirety of the Property has been used for truck trailer and container storage for over 50 years in the City of South Gate and over 60 years on the County side. The ZC and GPA approval will formalize consistent zoning and uses across the entirety of the Property. Split zoning over a single property, and/or inconsistencies in permitted uses between the northern (County) portion of the property and southern (City) portion of the property, together with the single point of ingress and egress severely restrict the scope viable alternative uses. The Proposed ZC ad GPA will enable use consistency over both portions of the Property and avoid additional challenges in implementing future uses.

Property Map



2. The ZC & GPA are Consistent with Uses in the Surrounding Area.

As depicted in the Site Map, the surrounding uses are predominantly industrial. The property is bounded by railroad tracks and an aluminum manufacturing facility to the south, railroad tracks to the east, waste management services, truck parking, truck repair facilities to the north, and an auto auction facility, auto parts facility, and metal manufacturing facility to the west. The residential development to the northeast of the Property is separated by railroad tracks and additional truck parking facilities that are not owned, operated or affiliated with AEP. The ZC and GPA revert the current zoning to the previous "M3" zoning designation, which is consistent with the surrounding industrial uses, and will allow the property to continue to operate as a vital part of the local economy without increasing the intensity of the use.

3. The ZC & GPA Facilitate Productive Use of the Property While the City Evaluates City-Wide Land Use & Policy Changes

The Property's unique characteristics, including its location in multiple jurisdictions, split zoning designations, and location adjacent to railway and heavy industrial uses substantially narrow the scope of viable alternative uses. If the historic use is not allowed to continue as a "bridge" to future regional redevelopment options,

the Property is at risk of becoming vacant. As you know, vacant properties can result in public health and safety concerns, deter investment in surrounding properties, and create lost opportunities for tax revenue. In recent years, variable market conditions have complicated identification of potential development partners and prevented the City's redevelopment goals for the region from materializing. The ZC and GPA will allow the current tenant to continue the historic operations at the property and maintain the Property's historic role as a job generator and contributor to the local economy until AEP, together with the City, identify a feasible redevelopment partner or plan. AEP remains dedicated to working with the City and supporting its long-term vision for the region.

We look forward to discussing the application and alternate options with you in more depth.

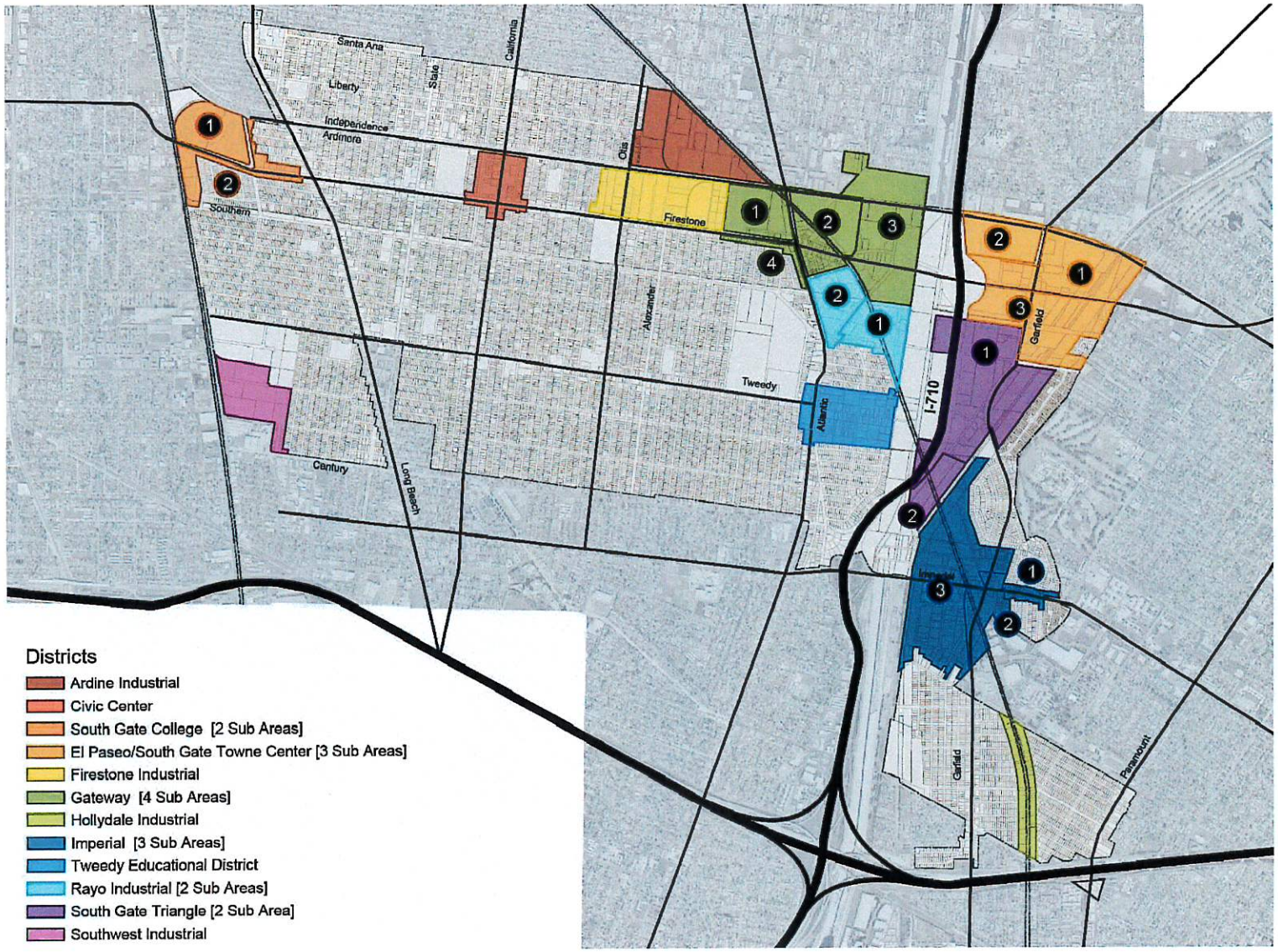
Sincerely,



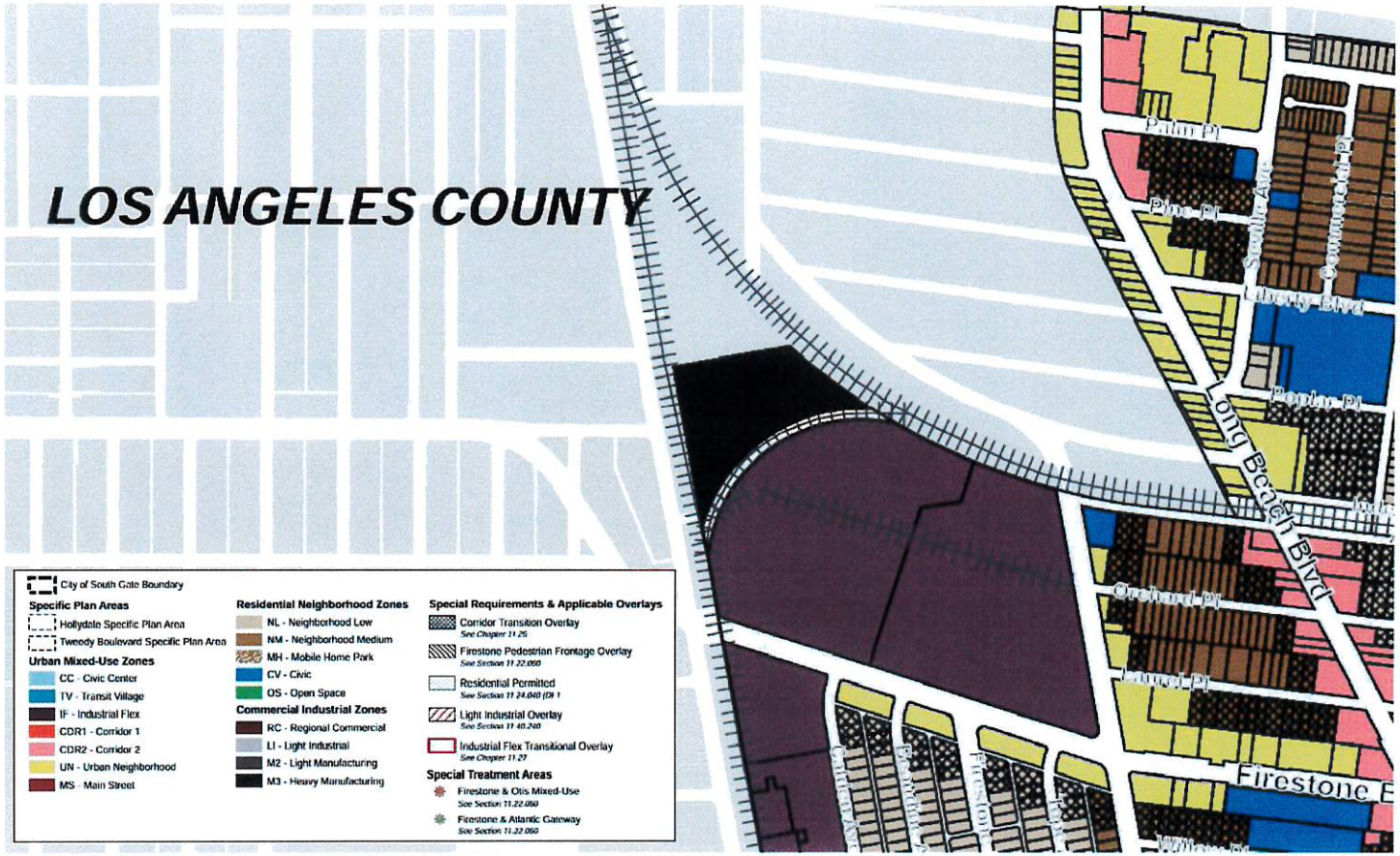
Alfred Fraijo Jr.
Partner
213.592.2966 direct
alfred@somosgroup.org

cc: Raul Salinas

ATTACHMENT C



ATTACHMENT D



ATTACHMENT E

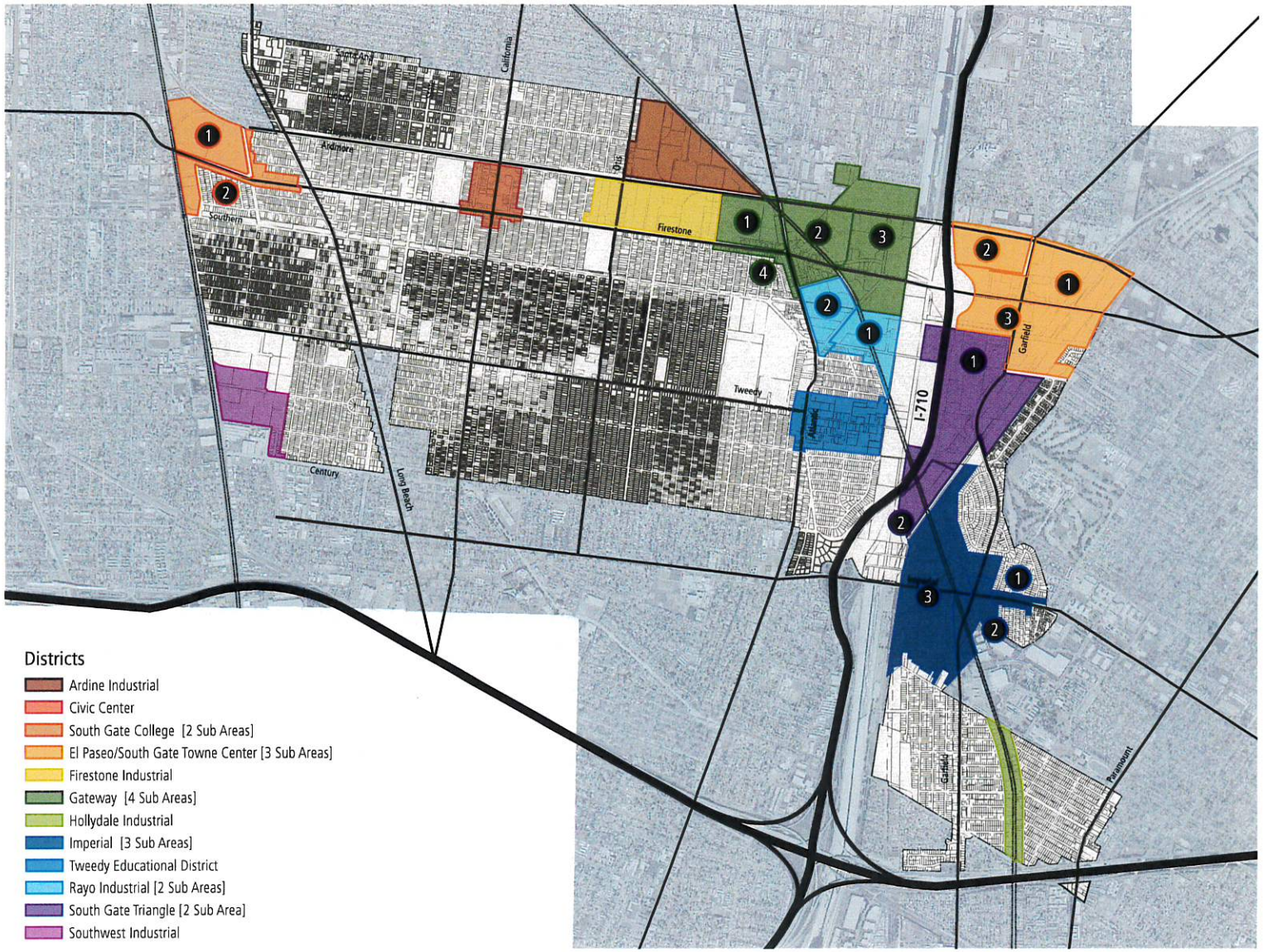


Figure CD 4 Districts

ATTACHMENT F

Figure HE-4: Districts



22

ATTACHMENT G

Figure HE-6: Zoning Map

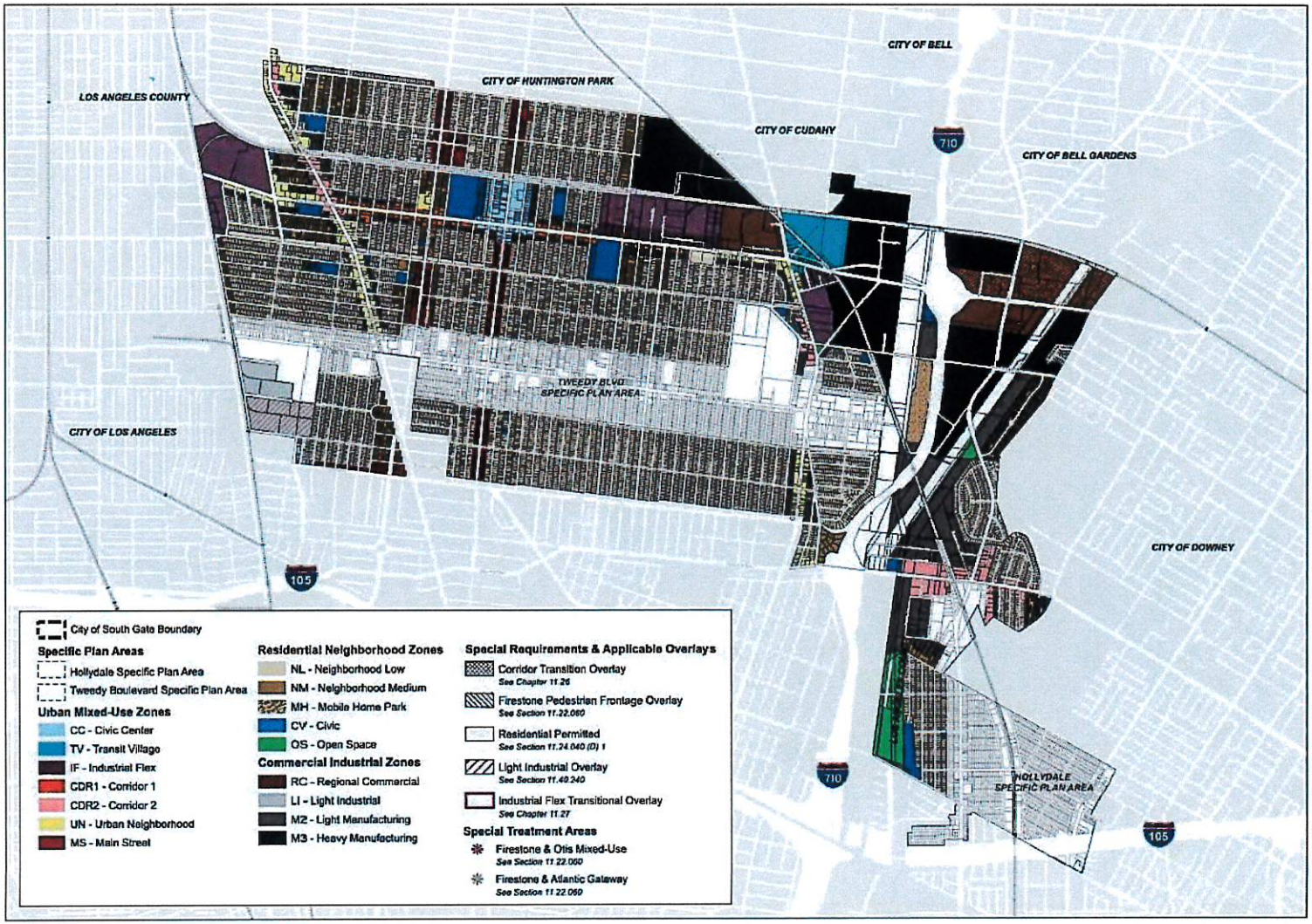


Table HE-52: Outside of Specific Plan Areas

Zoning Designation	Base Density	No. of Parcels	Acres	Potential Units
NM (Neighborhood Medium)	20	10	4.33	58
CC (Civic Center)	30	8	2.49	73
CDR2 (Corridor-2)	32	35	19.62	625
MS (Main Street)	40	47	9.86	260
UN (Urban Neighborhood)	40	59	24.37	968
CDR1 (Corridor-1)	75	42	13.94	1,040
IF (Industrial Flex)	75	29	25.18	1,886
RC-R (Regional Commercial-Residential Overlay)	30	1	6.54	203
NL (Neighborhood Low)	12	4	4.41	37
Total		235	110.74	5,150

City-Owned Sites

The City of South Gate and its Housing Authority own a number of properties throughout the City. Several of these properties have been identified for residential uses. Some of these properties have already been included in the "Pipeline Projects" discussion earlier. Four additional properties identified for residential development have no specific project proposals yet. While two parcels are currently zoned M2, as they are owned by the City, these properties can be developed as residential uses as the City sees appropriate. All city-owned properties would begin disposition of these properties starting in 2024.

Development Potential

For the purpose of estimating development potential, the same density of Industrial Flex within a specific plan area is used for the two M2 properties. The City will also be able to maximize the density on site. However, for the purpose of this analysis, no density bonus is assumed. As a conservative estimate, the large projects are expected to be able to facilitate lower income housing. Smaller projects are credited toward the moderate income RHNA.

Table HE-53: City-Owned Properties

Parcel	Location	Zoning	Existing Uses	Acres	Base Density (du/ac)	Potential Units
6222039900	---	TMU1	Vacant parcel	0.13	20	3
6233001902	---	M2	Vacant parcel (0.94 acre in Rio Hondo Channel – potential based on remaining 1.77 acres)	2.71	40	71
6233002901	---	M2	Vacant Parcel	4.74	40	190
6205015906	2703 Tweedy	TMU1	Amigos Market	0.12	20	2
Total				7.70		266

Source: City of South Gate, 2021

Table HE-54: Motel/Hotel Sites with HomeKey or Redevelopment Potential – Not Used for RHNA

Hotel	Parcels	Zoning	Acres	Density (du/ac)	Project HomeKey Potential (Existing No. of Rooms)	Redevelopment Potential
Sunrise Inn	6204020015	Urban Neighborhood	0.62	40	30	25
Valu Inn by Nendels	6221003054	Urban Neighborhood	0.40	40	30	16
Villa Luna Motel	6221003065 6221003064	Urban Neighborhood	0.12 0.30	40	Unknown[1]	17
Villa Motel	6222009008 6222009009	Urban Neighborhood	0.13 0.13	40	11	10
Vogue Motel	6206016012	Urban Neighborhood	0.15	40	12	6
			12.0		658	400

Notes:
1. No working phone numbers and County Assessor data does not contain information on the number of rooms.
Sources: City of South Gate, 2021; Los Angeles County Assessor's Office.

Adequacy of Sites Inventory in Meeting RHNA

As shown below, the City has adequate capacity to accommodate the RHNA. This capacity can be increased based on the City's density incentives program, as demonstrated by the recent projects. A site-specific listing of parcels that could accommodate the RHNA within the planning period is included in Appendix C.

Table HE-55: Summary of Sites Inventory

	Very Low	Low	Moderate	Above Moderate	Total
RHNA	2,136	994	1,173	3,979	8,282
ADU	109	275	38	218	640
Pipeline	59	97	245	316	717
Remaining RHNA	1,968	622	890	3,445	6,925
Sites Inventory					
Gateway District SP					
Transit Village	562		288	567	1,417
Industrial Flex	32		17	33	82
Urban Neighborhood	12		7	15	34
Subtotal	606		312	615	1,533
Hollydale SP					
Neighborhood Medium	0		0	7	7
Corridor-3	0		211	36	247
Hollydale Mixed Use-1	0		76	20	96
Hollydale Mixed Use-2	102		0	180	282

Item No. 2

- **Jennifer Daley -**

Dear Mr. Signio, Mr. Pelayo and Members of the South Gate Planning Commission,

As you prepare for the Planning Commission meeting this Tuesday, I urge you to consider the long-term implications of your decision regarding the illegal truck yard at 8530 Alameda Street. This decision will set a precedent for how South Gate enforces its business regulations and codes. The community is watching closely to see if the City will take a firm stance on ethical business practices.

The property at 8530 Alameda Street has been operating without a valid permit or license since July 16, 2021, when the Temporary Use Permit (TUP) expired. The original TUP was issued in error, making the operation illegal even before that. On April 18, 2023, the South Gate Planning Commission determined that the continued operation of this facility violated City codes, citing that:

1. The proposed use as a truck storage/terminal is prohibited in the Industrial Flex (IF) zone.
2. Temporary Use Permits cannot authorize prohibited uses for extended durations, and the original TUP was issued in error.

The full denial of Engle's request, dated April 18, 2023, is attached for your reference. Complete Engel documentation can be viewed here:
https://d3n9y02raazwpg.cloudfront.net/cityofsouthgate/e38f28b4-b7b5-11ed-acbc-0050569183fa-4253c1cb-d0d2-4870-b889-bade0633e61a-1682709352.pdf

Despite this clear ruling, Engle has repeatedly attempted to pressure the City into reversing its decision. The 2015 General Plan Amendment established that this area is designated for Industrial Flex (IF) use, intended to benefit the South Gate College District and residents. Engle's current request to rezone the area contradicts the City's vision for a more sustainable future.

Engle's continued efforts to bypass regulations for financial gain are concerning and must be stopped. It is critical that the City prioritize the interests of residents over corporate profits. Allowing preferential treatment would send a damaging message that illegal business practices are tolerated in South Gate and that city officials can be influenced.

As you deliberate, I urge you to prioritize the best interests of South Gate's residents and uphold the City's commitment to ethical business practices and zoning laws.

Thank you for your attention to this critical matter.

Sincerely,
Jennifer Daley

SELA for a Better Tomorrow

- **Mario Dominguez Jr.**

Item 2) I strongly urge the Commissioners to vote no and deny the appeal by this scumbag applicant. We don't want trash like this in our city. I'm tired of our city constantly bending over and making changes to our ordinances, zoning codes and General Plan. All because these property owners don't want to be in compliance with our city's laws. Enough is enough Commissioners. Do you really want to see our city devolve into a sewer? Or look like Tijuana Mexico? Have you people been there? I have. Trust me, it looks really bad. You don't want to live there. And I don't want our city to look like some sort of garbage town. Besides, this business adds no real value to our city. Commissioners you need to do the right thing and vote no on item 2. This is the right decision for our city.

- **Claudia Rivera – (for items 2 and 3)**

Members of the Planning Commission, this email is to address the items 2 and 3.

I've been listening to council meetings for quite some time now. Every so often people show up to the meetings to address the city council or planning commission to state their thoughts on items being considered.

I'm all for people expressing their views. But when there's accusations of corruption without any facts to support them, the accusations fail to address the issue. What it does is stain the reputation of the city.

Item 2 is an appeal from the business owner against a decision that City Staff has taken. It's pretty clear that our city council took a position in 2015 to change the zoning code. Once the permit expired, staff has taken the position to follow the direction given by the city council concerning the zoning code to stop the work being done.

What I don't understand is the accusation that our city council is somehow involved with corruption. If the young lady, Jennifer, is claiming that the city council is allowing the business to operate illegally, she should know that the opposite is actually true. The city staff has denied this business from operating for years. That is why there is an appeal. It seems that she should be applauding the city for addressing this issue, even before she came to our city, from where ever she is from.

Dear Honorable Planning Commission, City Clerk, Mayor Davila, City Council, and City Manager,

I am writing to express my strong support for upholding South Gate's municipal code in the case of 8530 Alameda Street and to urge the City Council to deny the appeal filed by the property owner. From what I have gathered through the agenda and available information, it is clear that this is not a case of unfair treatment, but rather the City rightfully enforcing its zoning regulations, as it would for any other business or property owner.

The Facts: How We Got Here

For decades, 8530 Alameda Street was home to a metal processing and recycling facility. Even after zoning changes in 2015, the City allowed the business to continue under legal nonconforming status, showing its willingness to work with long-standing businesses and provide flexibility for property owners.

However, that nonconforming status required renewal, and in 2020, the property owner failed to submit that renewal. As a result, the legal protection for that prior use expired, and the site became subject to the current Industrial Flex (IF) zoning, which does not allow truck trailer storage.

Despite this, the site has continued to be used for truck trailer storage, an operation that was never separately recognized as a legal nonconforming use. The City is now requiring compliance with existing zoning, which is a necessary and standard enforcement action.

South Gate's Approach Has Been Fair and Consistent

The City of South Gate has a proven history of working with its business community, and this case is no exception. The fact that the previous nonconforming use was allowed to continue for nearly five years after the zoning change shows that the City was not looking to push businesses out but instead offered reasonable opportunities to transition.

However, zoning laws exist for a reason, and South Gate is simply applying the same standards it would to any other business. The property owner had multiple opportunities to maintain their legal status but failed to follow the required renewal process. This is not an issue of the City being unreasonable—this is a case of a business not following the necessary steps to remain in compliance.

Addressing Arguments Against the City's Decision

Some may argue that truck storage was always part of the metal processing operation and therefore should still qualify under the original nonconforming status. However, the key issue is that nonconforming use protections do not extend indefinitely without proper renewal.

- The original nonconforming status applied specifically to metal processing, not to truck storage as a separate business.
- Once metal processing ceased and the structure was demolished, the truck storage became an independent operation—not a continuation of the original use.
- Under South Gate's current zoning regulations, truck trailer storage is not a permitted use in the IF zone.

The City is not changing the rules or targeting this specific business. If noncompliant operations were allowed to continue indefinitely without proper renewal, it would undermine the entire purpose of zoning laws.

Addressing Misinformation

I have also seen claims that the City is acting unfairly or even engaging in selective enforcement. However, from what I have read, South Gate has acted responsibly and transparently in enforcing its municipal code.

This situation is not about the City suddenly changing its stance—it is about a property owner who failed to take the necessary steps to maintain their legal standing. It is misleading and unfair to suggest that the City is at fault when all it is doing is enforcing the rules that apply to everyone.

Why Denying the Appeal Is the Right Decision

South Gate's zoning regulations exist to ensure fairness, order, and responsible land use. If the City allows this appeal to succeed, it will set a dangerous precedent that nonconforming uses can continue indefinitely, even when renewal requirements are ignored. That would not be fair to other businesses and property owners who follow the rules.

I urge the City Council to:

- Uphold the City's decision and deny the appeal to protect the integrity of South Gate's municipal code.

- Ensure that land use regulations are applied fairly and consistently to all businesses.

- Stand by the City's long-term planning and zoning vision rather than allowing businesses to bypass regulations through legal loopholes.

South Gate has done its part to support local businesses while also maintaining the integrity of its zoning regulations. Now, it is time to uphold those regulations and deny this appeal.

Thank you for your time and for your commitment to enforcing South Gate's municipal code fairly and consistently.

Respectfully,

Nathan Cueto

8530 Alameda Street

Development Agreement & Zone Change/General Plan Amendment

Term Summaries

Alameda Engle Properties, LLC ("AEP") has operated its truck trailer and container storage business at their property located at 8530 Alameda Street ("Property") since 1973. The City of South Gate ("City") has asked for solutions to address the legal nonconforming use, along with a sunset date for the current use. To address these requests, AEP submitted two potential solutions for the City's consideration: 1) a Draft Development Agreement ("DA") which terms out the current use over a 10-year period, consistent with the requirements of the current General Plan; and 2) a General Plan Amendment ("GPA") and Zone Change ("ZC") to revert the Property back to its previous zoning designation. Summaries of those options are attached as Exhibit A, and Exhibit B. AEP's preferred solution is the DA, which addresses the concerns that the City has voiced while keeping the property productive as future development partners are identified. The terms for the DA are described below.

Development Agreement Term Sheet

AEP and the City of South Gate collectively, the "Parties" wish to enter into a Development Agreement consistent with the following terms:

1. **Property**: AEP owns real property commonly known as "8530 Alameda Street" located within the City of South Gate, California.
2. **Historic Use**: The property operated as a family-owned recycling business, including on-site truck trailer and container storage between 1973 and 2019. The Property was leased to Fleet Yards, Inc. in 2020 for the purpose of truck trailer and container storage.
3. **Legal Nonconforming Use**: It is AEP's position that truck trailer and container storage is a legal nonconforming use on the Property because this use was authorized by-right when the recycling operations began in 1973, and because the use has been continuous since that time, through Jack Engle & Company's operations between 1973 and 2019, and through Fleet Yards' operations beginning in 2020. AEP reserves the right to defend all legal nonconforming uses on the Property, including truck trailer and container storage.
4. **Current Lease Term**: Fleet Yards' current lease does not expire until Summer, 2035.
5. **Truck Trailer & Container Storage**: In order to avoid substantial financial damages to AEP from prematurely terminating the current lease with Fleet Yards, the City agrees to allow Fleet Yards to continue its truck trailer and container storage operations at the Property through the term of the current lease (Summer, 2035).
6. **Entitlements**: In order to facilitate more uses on the Property consistent with the City's long term vision for the "industrial flex" zone, the City will work with AEP on an entitlement pathway that allows a broader range of commercial uses on the Property.
7. **Development Partners**: The Parties agree that during the remaining term of the current lease, they will work together to identify a development partner and/or lessee with the requisite experience to redevelop a portion of the Property consistent with the City's long term vision for the Industrial Flex zone. The Development Partner or Lessee must be able to provide a conceptual site plan and proof of financing for the project's development and operation, either independently or with additional partners.

Exhibit A

Proposed Development Agreement Terms

Assists the City in satisfying the redevelopment requirements in the General Plan. Identifies a long-term redevelopment solution. Creates a contractual obligation to phase-out the current use based on market conditions. Provides market-driven data for the City's next iteration of the General Plan.

Term	Timeline	Description
Feasibility Study	(1 Year)*	AEP to conduct Market Study within 1 Year to determine feasible future developments and alternate uses at the Property, including potential redevelopment partners.
Redevelopment Partner/ Future Tenant	(1 Year)*	AEP to retain a broker and begin marketing the Property to target and secure redevelopment partners and/or future tenants based on the Market Study. AEP to provide regular status updates to the City on its efforts.
Project Plans/Agency Involvement	(2-3 Years)*	Redevelopment Partner to secure funding, refine site plan, and coordinate entitlements package with the City and redevelopment plans with DTSC. AEP/Redevelopment Partner to provide regular project updates to the City during this period.
Precise Plan/Specific Plan	(1 Year)*	City to assist Redevelopment Partner & AEP with Precise Plan/Specific Plan (required by current General Plan) and advise on appropriate entitlements package. Redevelopment Partner to submit entitlements application. Parties to meet quarterly until the entitlements application is filed.
Entitlements Processing	(18 months)*	City to review entitlements application. AEP/Redevelopment Partner to prepare EIR.
Extension for Entitlements Processing	(Up to 3 Years)	Parties acknowledge that the timeframes marked with an asterisk are estimates, and may be delayed due to circumstances beyond the Parties' control. If an entitlements package for the redevelopment project has been filed with the City within 7 years, the Parties may extend the agreement term for up to 3 additional years to allow the City to complete processing of the entitlements. The total term shall not exceed 10 years.
Term	**(10 Years)**	

Exhibit B

Zone Change/ General Plan Amendment

Removes the use restrictions under the SGMC and General Plan. Reverts the zoning to the previous zoning designation, where the current use is allowed. City (Planning Commissioners or City Councilmembers) to initiate text changes that add termination date earlier that current 2035 deadline. Allows for faster resolution and more flexibility regarding future uses, as City will have to update its General Plan in 2035.

Item	Description	Status
AEP Application for Zone Change/General Plan Amendment	Reverses the City's 2015 rezone. Removes the Property from South Gate Community College District Subarea 1 (requiring educational/institutional uses) and reverts the zoning back to M2 where industrial uses, including the current use are allowed with discretionary entitlements.	Pending. Application filed October, 2024. Scheduled for Planning Commission Consideration on 3/18.
City-Initiated Text Changes	Currently, the General Plan allows nonconforming uses in the IF zone to continue until 2035 – concurrent with the timing of the City's next General Plan update. To give the City more flexibility on a shorter timeframe and a guarantee of the end date as requested, the City would have to initiate a text change to the General Plan and Zoning Code.	Unknown.

34

Exhibit C

Site Map

Entrance/Exit

Item No. 3

- **Mario Dominguez Jr.**

Item 3) Once again I strongly urge the Commissioners to vote no and deny this wretched applicant his despicable request for a Zone Change and General Plan Amendment. This is exactly the kind of scumbaggry that you all should be opposed too. Commissioners this is your opportunity to put a stop on this property owner that wants to have their way with our city's ordinances and laws. How much more of this sort of treatment are you people willing to put up with? Correct me if I'm wrong, but item 3, is just more of item 2. Commissioners, please I beg you, don't sell out our city to this dirtbag. If you have any compassion for the poor hard working people in our city that are struggling to make it in this cruel world. Please, reject this demon's request and vote no on item 3.

- **Melodie Cuevas**

Hello,

My name is Melodie Cuevas and I lived in South Gate for over 20 years. I only recently left the community when I was 22 years old to Orange County. Moving only 14 miles away to Orange County, I notice a substantial difference in my quality of life, especially as it regards air quality. I feel completely disheartened to know that my hometown suffers heavily from pollution and negligence. Policies, such as the Zoning change, that are being introduced only serve to continue to exacerbate this ongoing history of environmental injustice. Please consider not purshing this zoning any further and listen to your constituents who are sharing their very real concerns with you.

Thank you,

Melodie Cuevas

God help us.

Office of the
South Gate City Clerk

MAY - 8 2025 9:20 am
FILED

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: ***May* 13, 2025**
Originating Department: **Human Resources**

Human Resources Director: *Jori Hamilton* ***City Manager:*** *Rob Houston*

SUBJECT: RESOLUTION TO APPROVE THE RECLASSIFICATION OF THE FULL-TIME DEPUTY DIRECTOR OF FINANCE POSITION TO A FULL-TIME ACCOUNTING AND FINANCE MANAGER AND TO RETITLE THE FULL-TIME BUDGET AND FINANCE MANAGER POSITION TO A FULL-TIME BUDGET AND PROCUREMENT MANAGER IN THE ADMINISTRATIVE SERVICES DEPARTMENT

PURPOSE: To reclassify the full-time Deputy Director of Finance position to a full-time Accounting and Finance Manager and to retitle the full-time Budget and Finance Manager position to a full-time Budget and Procurement Manager in the Administrative Services Department.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution to approve the reclassification of the full-time Deputy Director of Finance to a full-time Accounting and Finance Manager and the retitling of the full-time Budget and Finance Manager position to a full-time Budget and Procurement Manager in the Administrative Services Department.

FISCAL IMPACT: Approving the reclassification of the full-time Deputy Director of Finance position to the full-time Accounting and Finance Manager will result in salary savings, since the position of Accounting and Finance Manager will be paid $14,988 less a year. Approving the retitling of the Budget and Finance Manager position to a full-time Budget and Procurement Manager will result in no additional fiscal impact to the Fiscal Year 2024/25 Adopted Budget since both positions are paid the same.

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 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.

Administrative Services staff, Human Resources and the City Manager evaluated the needs and structure of the Administrative Services Department and are recommending the reclassification of

the full-time Deputy Director of Finance position to a full-time Accounting and Finance Manager and the retitling of the full-time Budget and Finance Manager position to a full-time Budget and Procurement Manager. The Accounting and Finance Manager will be paid at Pay Grade 661 ($10,050 to $12,216 per month) resulting in an annual savings of $14,988/year, and it will continue to be assigned to the Division Management Association (DMA). Both positions will remain in the Division Management Association.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION TO APPROVE THE RECLASSIFICATION OF THE FULL-TIME DEPUTY DIRECTOR OF FINANCE POSITION TO A FULL-TIME ACCOUNTING AND FINANCE MANAGER AND TO RETITLE THE FULL-TIME BUDGET AND FINANCE MANAGER POSITION TO A FULL-TIME BUDGET AND PROCUREMENT MANAGER IN THE ADMINISTRATIVE SERVICES 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; and

WHEREAS, the City desires to reclassify the full-time Deputy Director of Finance position to a full-time Accounting and Finance Manager and to retitle the full-time Budget and Finance Manager position to a full-time Budget and Procurement Manager in the Administrative Services Department.

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 approve the reclassification of the full-time Deputy Director of Finance position to a full-time Accounting and Finance Manager, which will be paid at Pay Grade 661 ($10,050 to $12,216 per month), and it will continue to be assigned to the Division Management Association (DMA).

SECTION 3. The City Council does hereby approve the retitling of the full-time Budget and Finance Manager position to a full-time Budget and Procurement Manager in the Administrative Services Department.

[Remainder of page left blank intentionally.]

SECTION 4. The City Clerk shall certify the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and **ADOPTED** this **13th** day of **May 2025.**

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

DRAFT

Office of the
South Gate City Clerk
MAY - 7 2025 2:52pm
FILED

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 13, 2025**
Originating Department: **Parks & Recreation**

Department Head: Steve Costley (4/6) *Steve Costley* *City Manager* *Rob Houston*

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2023-58-AC WITH EXECUTIVE MANAGEMENT SECURITY, INC., TO EXTEND THE TERM OF THE AGREEMENT FOR UNARMED SECURITY SERVICES AT CITY PARK

PURPOSE: To approve Amendment No. 2 to Contract No. 2023-58-AC ("Amendment No. 2") with Executive Management Security, Inc., to extend the term of the Agreement for unarmed security services through November 1, 2025.

RECOMMENDED ACTION: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 2023-58-AC with Executive Management Security, Inc., ("Agreement") to extend the term of the Agreement for unarmed security services in the amount not-to-exceed $115,000 and to continue services through November 1, 2025; and
b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: Funding from staff vacancies in the Park Ranger positions within the Parks & Recreation Department will be sufficient to cover the cost of the contract services. Additionally, 25% of the funding request will be allocated from Measure A funding that the City of South Gate ("City") was granted in FY 25/26. No additional General Fund monies will be needed.

REPORT SUMMARY: At the recommendation of the Director of Parks and Recreation and the Chief of Police, we are requesting that the Park Ranger program be supplemented with the services of Executive Management Security, Inc., from May 16, 2025, through November 1, 2025. The Parks and Recreation Department is still actively recruiting staff to fill vacant positions for the CSO/Park Ranger Program and have a staffing shortage as we head into peak months of use at the parks in the City. Until such time that these positions are filled, the Police Department has been deploying resources, specifically to the parks, on an overtime basis to ensure the safety of the residents and those who visit our parks and facilities. The use of South Gate Police Officers is exponentially more costly than that of Park Rangers and to help reduce the overall expense of park security we are recommending the use of Executive Management Security, Inc., to enforce park

rules and regulations and conduct homeless outreach to those who may be experiencing housing challenges.

Executive Management Security, Inc., was overseeing security at both the Urban Orchard Project and the Hollydale Community Park Project for the Public Works Department. Additionally, the City has previously contracted with Executive Management Security, Inc., for the same services being sought now in 2023. During the course of their deployment during the 2023 season, calls for service at the park dropped dramatically and the response from the public was positive. Both the Police Department and the Parks & Recreation Department believe that the results will be the same for this period of time while we continue to work on hiring additional Park Ranger staff.

ATTACHMENTS: A. Proposed Amendment No. 2
B. Amendment No. 1*
C. Contract No. 2023-58-AC*
D. Executive Management Security, Inc., Proposal

*Each document is available for review through the City Clerk's Office.

AMENDMENT NO. 2 TO CONTRACT N0. 2023-58-AC FOR PROFESSIONAL UNARMED SECURITY SERVICES BETWEEN THE CITY OF SOUTH GATE AND EXECUTIVE MANAGEMENT SECURITY, INC.

This Amendment No. 2 to Contract No. 2023-58-AC for Professional Security Services ("Agreement") is made and entered into on May 13, 2025, by and between the City of South Gate, a municipal corporation ("City"), and Executive Management Security, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of individuals with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement;

WHEREAS, on May 3, 2023, City and Consultant executed Contract No. 2023-58-AC for Professional Services ("Agreement"), in an amount not to exceed Forty-Nine Thousand Dollars ($49,000);

WHEREAS, March 26, 2023, City and Consultant executed Amendment No. 1 to Contract No. 2023-58-AC for Professional Services, in an amount not to exceed Ninety-Five Thousand Three Hundred Twenty-Two Dollars ($95,322); and

WHEREAS, City and Consultant desire to execute Amendment No. 2 to Contract No. 2023-58-AC for Professional Services, in an amount not to exceed **One Hundred and Fifteen Thousand ($115,000)**, under the terms and conditions of the Agreement and Amendments No. 1 and 2 bringing the aggregate total of the Agreement, Amendments No. 1 & 2 to **Two Hundred Fifty-Nine Thousand Three Hundred Twenty-Two Dollars ($259, 322).**

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1. COMPENSATION. The total amount of compensation for Amendment No. 2 shall not exceed the sum of **One Hundred and Fifteen Thousand ($115,000)** City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement and Amendment No. 2. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.1.1 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 the Consultant of its obligations under this agreement.

1.1.2 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.2 **TERM OF AGREEMENT.** This Agreement will remain in effect through and including November 1, 2025, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided herein.

EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT. In accordance with California SB 1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure 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 concerning a contract has been made must be filed. Therefore, the City requires that Consultant fill out and submit the California Levine Act Disclosure statement form available on the City website and file it with the City Clerk's Office prior to the approval of this Agreement.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By:_____
Maria Davila, Mayor

Dated:_____

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By:_____
Raúl F. Salinas, City Attorney

DRAFT

EXECUTIVE MANAGEMENT SECURITY, INC.:

By:_____
Eddie Delgadillo, President

Dated:_____



2025 Security Proposal

Executive Management Security, Inc.

April 28, 2025

Steve Costley
9520 Hildreth Ave
South Gate, CA 90280

Steve:

Thank you for allowing us the opportunity to present our security service proposal. Our company's reputation as having the best quality service is a direct result of the individual attention and custom modifications we make and deliver to all of our clients.

Executive Management Security provides highly trained and motivated security guards on a consistent basis. Our security officers have extensive years of training and experience and take pride in ensuring that our client's properties are secure.

We welcome the opportunity to make you our client and partner.

I look forward to working with you in the near future. Please reach out to me if you have any questions or require clarification.

Sincerely,

Eddie Delgadillo

Eddie Delgadillo
President
(626) 616-4438

Executive Management Security, Inc.

Executive Management Security, Inc.
Commercial Security Services

TABLE OF CONTENTS

Statement of Company Qualifications.....	2
Company Information.....	2
Employment & Hiring.....	3
Training.....	4
Uniform Attire.....	5
Security Deployment Strategies.....	5/6
Cost of Service.....	7
Payment and Terms.....	7
Bureau of Security and Investigative Services Certificate.....	8
Certificate Liability Insurance.....	9
Organizational Chart	10

Executive Management Security, Inc.

Statement of Company's Qualifications

Executive Management Security, Inc., in South Pasadena, CA, is a leading provider of unarmed security guards. Our management team has provided professional security services to local cities, business executives, celebrities, foreign dignitaries, politicians, individuals, and residential and commercial owners for over twenty-five years. We are an elite security management company with the highest security, safety, and customer service standards. Our management team tailors our services to the unique needs of each client.

At Executive Management Security, our staff takes satisfaction in helping our clients. We welcome the opportunity to make you our client.

Company Information

Executive Management Security, Inc.
1441 Huntington Drive #1590
South Pasadena, California 91030
Office: (800) 686-6353
www.execmgmtsec.com

Executive Management Security, Inc. was founded in 2014. The company is incorporated in the State of California.

Organizational Chart

See attached Organizational Chart (Page 10)

Executive Management Security, Inc.

Employment & Hiring

All personnel actions including recruitment, selection, promotion, and discipline are made without regard to a person's disability, race, color, religion, sex, national origin, and age or veteran status. Executive Management Security complies with appropriate federal and state laws.

Executive Management Security Inc., utilizes various resources for the recruitment of personnel. In order to maintain a tenured and consistent workforce, we hire employees near each of our job sites.

Executive Management Security, Inc. has a four-step selection process for bringing on board qualified security guards.

Application
The application process allows our team to review and screen for qualified applicants in order to move forward in the recruitment process. Prior security guard and customer service experience are highly recommended and/or required depending on the scope of the role.

In-person Interview
Interviews are conducted by the company's senior management team to ensure applicants meet the skills and qualifications required to perform the role.

References, Background Check, and Offer
Once a candidate has been selected for the position, his or her professional references are contacted. We also verify candidates' employment history, including requesting information on job performance, strengths, and weaknesses. An offer is extended to successful candidates.

On-boarding & Placement
The final stage of the hiring process is a welcome interview with the president of the company and completion of the new hire package which includes the 1-9 verification and a copy of key policies. The employee will be placed in an account in which his/her experience and knowledge will fulfill the client's needs and expectations.

Executive Management Security, Inc.

Training

We have an outstanding record of success in providing exceptional service to our clients, customers, and partners. Our team members are provided with the following:

Customer Service: A four-hour interactive course in customer service skills necessary to prepare them for real-life scenarios including how to deal with difficult customers and/or situations. To ensure active participation, team members engage in role-playing and group activities. We focus on their customer service skills; given our presence in the field, we work very hard to ensure that our team is always ready to display a positive approach and a professional appearance.

Some of the topics covered in our training include:

- Conflict Management
- De-escalation
- Communication
- High Image Standards
- Quick guide on "Do's and Don'ts"

Active Shooter: Employees participate in a ***one-hour active shooter training course*** that covers the topics below:

- Warnings of signs of potential workplace violence
- How to prepare themselves for a threatening situation
- Recognizing signs that an active threat is near
- Options to take if confronted with a workplace shooter and execution of the plan.
- What to do when the police arrive on the scene

Harassment and Discrimination Training: Executive Management Security, Inc. provides a workplace free of harassment of employees by other employees, supervisors, managers, customers, visitors, vendors, or others doing business with or for the company, including harassment based on race, religious creed, color, national origin, religion, sex (including gender, sexual orientation, gender identity, and gender expression), age, ancestry, physical disability, mental disability, medical condition, marital status, registered domestic partner status, genetic characteristics or genetic information, pregnancy or childbirth, political activities or affiliations, citizenship status (except as may be required by law), or military or veteran status, or any other category protected by law. Executive Management Security, Inc. considers such harassment an act of misconduct that may subject an individual to disciplinary action, up to and including immediate termination. All supervisors and managers are responsible for implementing and monitoring compliance with this policy.

Executive Management Security, Inc. provides training to management as required by the State of California.

Executive Management Security, Inc.

Uniform Attire

We ensure our staff represents professionalism and uniformity at our job sites. Executive Management Security, Inc. will ensure that our staff is equipped with the proper uniforms and equipment to do their job well and safely. Executive Management Security, Inc. supplies our staff with black uniform shirts and black pants to ensure a professional appearance. Below is an outline of our uniform requirements. Security uniforms can be modified to address the needs of the client.

- Black Trousers
- Black Security Polo
- Black Belt
- Black Shoes

Security Deployment Strategies

Patrol and monitor public use of the City of South Gate, ten parks by vehicle or on foot. General principles and practices of park patrol and security.

Job Duties

- Educate and advise the public on standards of safety and cleanliness by explaining and enforcing park policies, regulations, and City ordinances relating to park and facility use.
- Homeless outreach providing information and direction for services.
- Open and secure park facilities, restrooms, gates, and trails.
- Ensure facilities are available for use and in a safe and clean condition; report problems concerning safety, security, sanitary conditions, and maintenance needs.
- Provide polite, courteous service to members of the public; respond to requests for service or provide referrals to other departments as appropriate.
- Coordinate with South Gate staff on the use of picnic shelters, sports fields, and other park amenities to post reserved signs and resolve conflicts and compliance issues. The guest must present a valid permit.
- Update daily patrol logs; complete maintenance logs daily, incident, vehicle accident, and employee injury reports, or other required reports as necessary.
- Investigate complaints and disputes in Community Services parks and facilities. needed; act as a courier when required.
- Assist with City and Department-sponsored community events, including supervision, event patrol, parking control, and set-up/break-down.
- Follow safe working practices and make appropriate use of related safety equipment as required.

- Document abandoned property, document incidents of graffiti and vandalism, and take a clear photograph.
- Write log entries, reports, and messages; complete forms and records; maintain records and files on work performed.
- Communicate effectively both verbally and in writing, and establish cooperative working relationships with City staff and the public.
- Safely follow directions; take appropriate courses of action in emergencies.
- Perform related duties and responsibilities as required

Conduct

- Exercise tact, self-restraint, and good judgment in stressful encounters and situations.
- Anticipate and solve problems. De-escalate situations ***DO NOT*** contribute to them.
- Operate a motor vehicle safely and professionally. *(Refer to EMS Driving Policy)*
- Operate mechanical and electronic equipment, cell phones, BWC, and company-related equipment.

Notifying Authorities

- Communicate with law enforcement, as needed, Via cell phone or in person, and respond to low-level calls for service in parks and recreational facilities.
- If you encounter an injury or illness, notify the proper authorities.
- Identify, **DO NOT** remove, transport, or dispose of hazardous materials, hypodermic needles, and/or other drug paraphernalia – CONTACT PD to respond.

We consider our management team's expertise and effectiveness to be one of our key differentiators. Our management team will be available to develop custom requirements, procedures and answer any questions you may have. A supervisor will be assigned to the location to ensure overall contract compliance and performance evaluation of the on-site team. The same guards will be sent consistently to the account. However, a trained and familiar substitute will be necessary from time to time and the business will ensure that detailed policies and procedures about the job are forwarded to substitute guards by the supervisor.

Executive Management Security, Inc.

Cost of Service

Executive Management Security, Inc. has a thorough and complete understanding of the work to be accomplished and can provide the below-listed rate to cover your residence.

Specification	Security Guard Rate	Overtime Rate
Security Unarmed Guard	$38.50 per hour	$57.75 per hour

Executive Management Security will cover all guard/vehicle/maintenance/fuel costs.

The City of South Gate will not be responsible for any additional costs.

Executive Management Security Inc. recognizes the following federal holidays, and our guards are to be compensated one and one-half times the employee's regular rate of pay for all hours worked on the following days:

- **New Year's Day**
- **Martin Luther King Day**
- **Presidents Day**
- **Memorial Day**
- **Independence Day**
- **Labor Day**
- **Thanksgiving Day**
- **Christmas Day**

There is a 5-hour minimum per guard, per shift worked. If the need to cancel arises, the client shall cancel any manpower request at least twelve (12) hours before the beginning of the assignment. Failing to do so will result in the client paying a 5-hour minimum per each scheduled guard as if the guard had worked 5 hours.

Payment and Terms

Unless paid in advance, all charges shall be due and immediately payable upon submission of each invoice. If payment is not received within thirty (60) days of the invoice, the client shall pay two and one-half percent (2.5%) per month interest, as a finance charge on any and all late payments.

Executive Management Security, Inc.

CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO17745

Valid Until: 04/30/2026

Receipt No. 12625

EXECUTIVE MANAGEMENT SECURITY
1441 HUNTINGTON DRIVE #1590
SOUTH PASADENA, CA 91030

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

---- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

1204.CERT04S.071623

Remove your new Pocket License from the receipt portion and carry it with you at all times.

(Please cut along the dotted lines)

Bureau of Security and Investigative Services
P.O. Box 989002
CONSUMER AFFAIRS West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO17745 Expiration 04/30/2026

QM, OWN OF
EXECUTIVE MANAGEMENT SECURITY
EDWARD DELGADILLO
1441 HUNTINGTON DRIVE #1590
SOUTH PASADENA, CA 91030

Receipt No. 12625

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

IMPORTANT

1. Include your license number on any correspondence you send the Bureau regarding your private patrol operator license.
2. Changes to your address or name must be reported to the Bureau within 30 days. See the Bureau's website for information on how to report these changes.
3. If license is lost or stolen, you can apply for a replacement card. See the Bureau's website for application form.
4. Please carry the pocket license with you.

License No.	Expiration Date	Receipt No.
PPO17745	04/30/2026	12625

EXECUTIVE MANAGEMENT SECURITY

This is your RECEIPT. Please save for your records.

1204.CERT04P.071723

Executive Management Security, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nick Smadi
Business World Insurance Agency 7800 University Ave A-1 La Mesa CA 91942	PHONE (A/C, No, Ext): (619) 773-1100 FAX (A/C, No): (619) 773-1101 E-MAIL ADDRESS: Nick.smadi@insuremefree.com
INSURED EXECUTIVE MANAGEMENT SECURITY 1441 HUNTINGTON DRIVE #1590 SOUTH PASADENA CA 91030	**INSURER(S) AFFORDING COVERAGE** — NAIC # INSURER A : STARSTONE SPECIALTY INSURANCE COMPANY — 44776 INSURER B : KINSALE INS CO — 38920 INSURER C : REGENT INS CO — 24449 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] ERRORS & OMISSION INCLUDI GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	WSGL000458	12/07/2024	12/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ASSAULT & BATTERY	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y	Y	0100338948-0	12/07/2024	12/07/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	202000946	09/20/2024	09/20/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	SEXUAL ABUSE/MOLESTATION			WSGL000458	12/07/2024	12/07/2025	AGGREGATE LIMIT EACH CLAIM LIMITS	$50,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCESS/UMBRELLA FOLLOWS FORM

[redacted]S NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

[redacted]

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

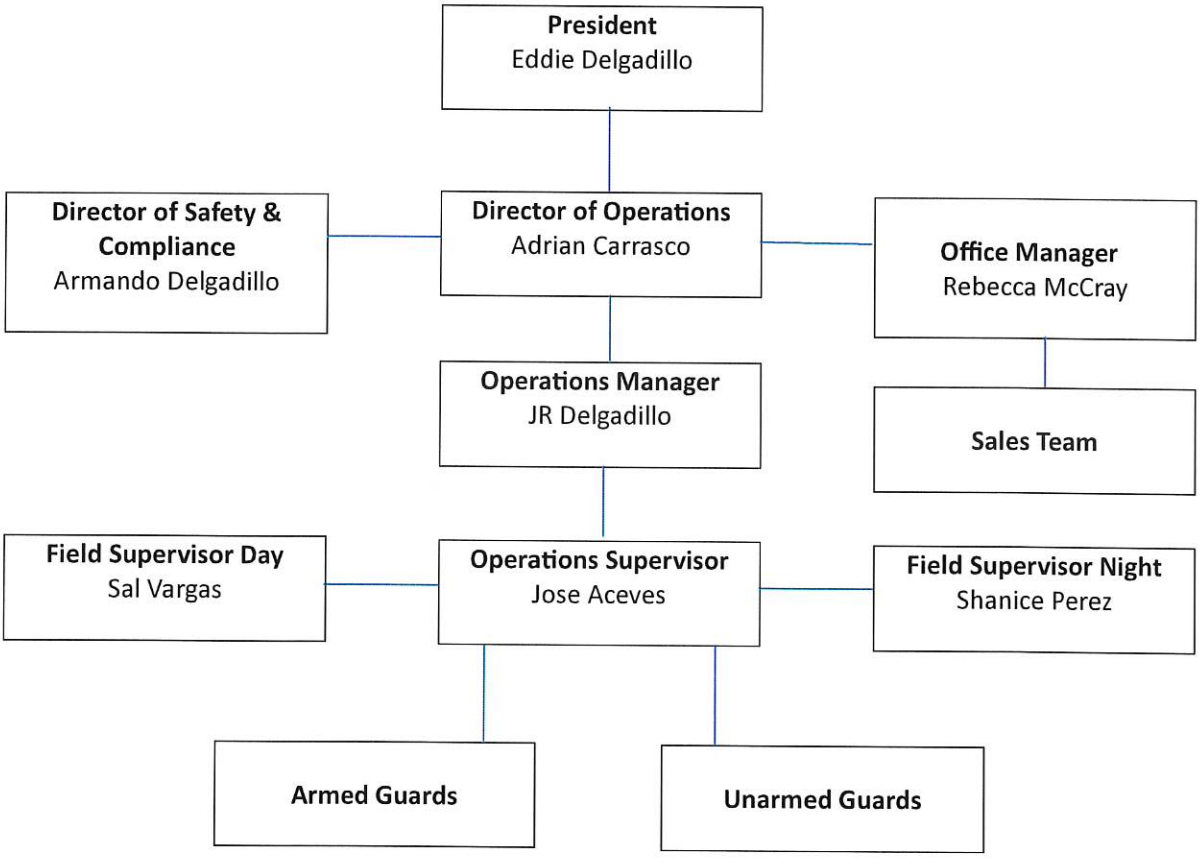
AUTHORIZED REPRESENTATIVE

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Executive Management Security, Inc.

EXECUTIVE MANAGEMENT SECURITY, INC.

ORGANIZATIONAL CHART



Office of the
South Gate City Clerk

MAY - 8 2025 2:45pm
FILED

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 13, 2024**
Originating Department: **Administrative Services**

Department Director: *John Downs* ***City Manager:*** *Rob Houston*

SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 2023-94-CC WITH MV CHENG & ASSOCIATES FOR TEMPORARY PROFESSIONAL STAFFING SERVICES

PURPOSE: To approve Amendment No. 4 to Contract No. 2023-94-CC with MV Cheng & Associates for temporary professional staffing services.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 4 to Contract No. 2023-94-CC with MV Cheng & Associates, through June 30, 2025, for temporary professional finance and accounting services in an amount not-to-exceed $85,000;
b. Appropriate $85,000 from the General Fund reserves to expenditure account number 100-301-12-6101 (Professional Services) to fund temporary professional staffing service; and
c. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

FISCAL IMPACT: The temporary professional staffing service was not included in the Adopted FY 2024-25 Budget. The appropriation in the amount of $85,000 would be funded by General Fund reserves for fiscal year 2024-25. The fiscal impact will be offset by savings in the departments' salaries and benefits budgets, as temporary services will normally be used when covering vacancies or extended leave.

ANALYSIS: None

BACKGROUND: The Administrative Services Department is currently utilizing MV Cheng & Associates to temporary fill needs for finance, accounting, and human resources professionals. The original agreement approved in July 2023 provided professional services for financial and accounting staffing to help address vacancies in the Finance Division and assist with FY 2023-24 financial reporting.

The department has three vacant positions in the Finance Division: Deputy Director of Finance, Budget and Finance Manager, and Senior Accountant. To ensure a proper transition of knowledge, Finance is recommending the continued use of a temporary Senior Accountant provided by MV Cheng and Associates to assist with a variety of accounting duties such as bank reconciliations,

journal entries, financial reports, and audit preparation. In addition, this temporary Senior Accountant will assist the department with the budget document and year-end closing. MV Cheng & Associates has staff with municipal knowledge and expertise in the areas of financial reporting, budget, and accounting to assist the City on a temporary/interim basis. Amendment No. 4 will bring the total cost of the Agreement to $340,400 as shown below.

Contract with MV Cheng & Associates	Date Approved	Term Ending	Amount	Cumulative Contract Total
Contract No. 2023-94-CC	July 1, 2023	December 31, 2023	$48,000	$48,000
Amendment No. 1	September 26, 2023	December 31, 2023	$37,400	$85,400
Amendment No. 2	February 13, 2024	June 30, 2024	$85,000	$170,400
Amendment No. 3	August 27, 2024	December 31, 2024	$85,000	$255,400
Amendment No. 4	May 13, 2025	June 30, 2025	$85,000	$340,400

ATTACHMENTS:
A. Proposed Amendment No. 4 to Contract No. 2023-94-CC
B. Amendment No. 1 to Contract No. 2023-94-CC
C. Amendment No. 2 to Contract No. 2023-94-CC
D. Amendment No. 3 to Contract No. 2023-94-CC
E. Contract No. 2023-94-CC

AMENDMENT NO. 4 TO CONTRACT NO. 2023-94-CC FOR PROFESSIONAL FINANCIAL AND ACCOUNTING SERVICES ON AN AS-NEEDED AND TEMPORARY BASIS BETWEEN THE CITY OF SOUTH GATE AND MV CHENG & ASSOCIATES

This Amendment No. 4 to Contract No. 2023-94-CC for Professional Services for Finance and Accounting on an As-Needed and Temporary Basis, ("Agreement") is made and entered into on July 1, 2024, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement; and

WHEREAS, on July 1, 2023, City and Consultant executed Contract No. 2023-94-CC for Professional Services ("Agreement"), in an amount not to exceed Forty-Eight Thousand Dollars ($48,000);

WHEREAS, September 26, 2023, City and Consultant executed Amendment No. 1 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Thirty-Seven Thousand Four Hundred Dollars ($37,400);

WHEREAS, February 13, 2024, City and Consultant executed Amendment No. 2 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Eighty-Five Thousand Dollars ($85,000);

WHEREAS, August 27, 2024, City and Consultant executed Amendment No. 3 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Eighty-Five Thousand Dollars ($85,000);

WHEREAS, City and Consultant desire to execute Amendment No. 4 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Eighty-Five Thousand Dollars ($85,000), under the terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 to the sum of Three Hundred Forty Thousand Four Hundred Dollars ($340,400).

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to continue its services performing various finance, accounting and finance tasks requested by the City and made a part of the Agreement,

Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4. The Scope of Services may be amended from time to time by way of a written direction from the City.

COMPENSATION. The total amount of compensation for the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 shall not exceed the sum of Three Hundred Forty Thousand Four Hundred Dollars ($340,400). City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of projects. Travel time between the 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.

1.2 Consultant shall be paid in accordance with the agreed-upon hourly rate included in a proposed engagement letter attached hereto as "Exhibit A". Such hourly rates shall be between $85-$90 per hour depending on the assignment and skills of the professional staff.

1.3 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 the Consultant of its obligations under this agreement.

1.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

2. **TERM OF AGREEMENT.** This Agreement will remain in effect through June 30, 2025, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

3. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: DRAFT _____
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: _____
Misty Cheng, President & CEO

AMENDMENT NO. 1 TO CONTRACT NO. 2023-94-CC FOR PROFESSIONAL FINANCIAL AND ACCOUNTING STAFFING ON AN AS-NEEDED AND TEMPORARY BASIS BETWEEN THE CITY OF SOUTH GATE AND MV CHENG & ASSOCIATES

This Amendment No. 1 to Contract No. 2023-94-CC for Professional Services for Financial and Accounting Staffing on an As-Needed and Temporary Basis, ("Agreement") is made and entered into on September 26, 2023, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement;

WHEREAS, on July 1, 2023, City and Consultant executed Contract No. 2023-94-CC for Professional Staffing Services ("Agreement"), in an amount not to exceed Forty-Eight Thousand Dollars ($48,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to Contract No. 2023-94-CC for Professional Staffing Services, in an amount not to exceed **Thirty-Seven Thousand Four Hundred Dollars ($37,400)**, under the terms and conditions of the Agreement and Amendment No. 1 bringing the aggregate total of the Agreement and Amendment No. 1 to the sum of Eighty-Five Thousand Four Hundred Dollars ($85,400).

NOW, THEREFOR, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF SERVICES. Consultant agrees to continue its services to provide available professional staff to perform various finance, accounting, and human resources tasks requested by the City and made a part of the Agreement, Amendment No. 1. The Scope of Services may be amended from time to time by way of a written direction from the City.

1.2 COMPENSATION. The total amount of compensation for the Agreement and Amendment No. 1 shall not exceed the sum of **Eighty-Five Thousand Four Hundred Dollars ($85,400).** City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement and Amendment No. 1. No additional compensation shall be paid for any other expenses incurred

unless first approved by the City Manager.

1.2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of projects. Travel time between the 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.

1.2.2 Consultant shall be paid in accordance with the agreed-upon hourly rate included in a proposed engagement letter attached hereto as "Exhibit A". Such hourly rates shall be between $85-$90 per hour depending on the assignment and skills of the professional staff.

1.2.3 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 the Consultant of its obligations under this agreement.

1.2.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.3 TERM OF AGREEMENT. This Agreement will remain in effect through December 31, 2023, unless otherwise expressly extended and agreed to by both Parties in writing, and terminated by either Party as provided herein.

2. EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and conditions of the Agreement and its Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[The remainder of page left blank intentionally.]

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: _____
Maria del Pilar Avalos, Mayor

Dated: 10/6/23

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: _____
Misty Cheng, President & CEO

Dated: 9-21-23

AMENDMENT NO. 2 TO CONTRACT NO. 2023-94-CC FOR PROFESSIONAL FINANCIAL AND ACCOUNTING SERVICES ON AN AS-NEEDED AND TEMPORARY BASIS BETWEEN THE CITY OF SOUTH GATE AND MV CHENG & ASSOCIATES

This Amendment No. 2 to Contract No. 2023-94-CC for Professional Services for Finance and Accounting on an As-Needed and Temporary Basis, ("Agreement") is made and entered into on February 13, 2024, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement; and

WHEREAS, on July 1, 2023, City and Consultant executed Contract No. 2023-94-CC for Professional Services ("Agreement"), in an amount not to exceed Forty-Eight Thousand Dollars ($48,000);

WHEREAS, September 26, 2023, City and Consultant executed Amendment No. 1 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Thirty-Seven Thousand Four Hundred Dollars ($37,400);

WHEREAS, City and Consultant desire to execute Amendment No. 2 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Eighty-Five Thousand Dollars ($85,000), under the terms and conditions of the Agreement, Amendment No. 1 and Amendment No. 2 bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to the sum of One Hundred Seventy Thousand Four Hundred Dollars ($170,400).

NOW, THEREFOR, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF SERVICES. Consultant agrees to continue its services performing various finance, accounting and finance tasks requested by the City and made a part of the Agreement, Amendment No. 1, and Amendment No. 2. The Scope of Services may be amended from time to time by way of a written direction from the City.

1.2 COMPENSATION. The total amount of compensation for the Agreement, Amendment No. 1 and Amendment No. 2 shall not exceed the sum of One Hundred

Seventy Thousand Four Hundred Dollars ($170,400). City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement, Amendment No. 1 and Amendment No. 2. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of projects. Travel time between the 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.

1.2.2 Consultant shall be paid in accordance with the agreed-upon hourly rate included in a proposed engagement letter attached hereto as "Exhibit A". Such hourly rates shall be between $85-$90 per hour depending on the assignment and skills of the professional staff.

1.2.3 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 the Consultant of its obligations under this agreement.

1.2.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.3 **TERM OF AGREEMENT.** This Agreement will remain in effect through June 30, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: 2-21-24

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: _____
Misty Cheng, President & CEO

Dated: 2-6-24

AMENDMENT NO. 3 TO CONTRACT NO. 2023-94-CC FOR PROFESSIONAL FINANCIAL AND ACCOUNTING SERVICES ON AN AS-NEEDED AND TEMPORARY BASIS BETWEEN THE CITY OF SOUTH GATE AND MV CHENG & ASSOCIATES

This Amendment No. 3 to Contract No. 2023-94-CC for Professional Services for Finance and Accounting on an As-Needed and Temporary Basis, ("Agreement") is made and entered into on July 1, 2024, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement; and

WHEREAS, on July 1, 2023, City and Consultant executed Contract No. 2023-94-CC for Professional Services ("Agreement"), in an amount not to exceed Forty-Eight Thousand Dollars ($48,000);

WHEREAS, September 26, 2023, City and Consultant executed Amendment No. 1 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Thirty-Seven Thousand Four Hundred Dollars ($37,400);

WHEREAS, February 13, 2024, City and Consultant executed Amendment No. 2 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Eighty-Five Thousand Dollars ($85,000);

WHEREAS, City and Consultant desire to execute Amendment No. 3 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Eighty-Five Thousand Dollars ($85,000), under the terms and conditions of the Agreement, Amendment No. 1 and Amendment No. 2 bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 to the sum of Two Hundred Fifty-Five Thousand Four Hundred Dollars ($255,400).

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to continue its services performing various finance, accounting and finance tasks requested by the City and made a part of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3. The Scope of Services may be amended from time to time by way of a written direction from the City.

COMPENSATION. The total amount of compensation for the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall not exceed the sum of Two Hundred Fifty-Five Thousand Four Hundred Dollars ($255,400). City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of projects. Travel time between the 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.

1.2 Consultant shall be paid in accordance with the agreed-upon hourly rate included in a proposed engagement letter attached hereto as "Exhibit A". Such hourly rates shall be between $85-$90 per hour depending on the assignment and skills of the professional staff.

1.3 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 the Consultant of its obligations under this agreement.

1.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

2. **TERM OF AGREEMENT.** This Agreement will remain in effect through December 31, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

3. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: _____
Misty Cheng, President & CEO

AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND MV CHENG & ASSOCIATES FOR PROFESSIONAL FINANCIAL AND ACCOUNTING STAFFING ON AN AS-NEEDED AND TEMPORARY BASIS

This Agreement for Professional Services for Financial and Accounting Staffing on an As-Needed and Temporary Basis, ("Agreement") is made and entered into as of July 1, 2023, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement; and

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to provide available professional financial and accounting staff on an as-needed basis.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to provide available professional staff to perform various financial and accounting tasks requested by the City. 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-Eight Thousand Dollars ($48,000.00).** The 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 by the City Council.

   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 agreed-upon hourly rate included in a proposed engagement letter to be submitted by the Consultant with respect to the services requested by the City. Such hourly rates shall be between $85-$90 per hour depending on the assignment and skills of the professional staff.

   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 the Consultant of its obligations under this Agreement.

2.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of the invoice.

3. **TERM OF AGREEMENT.** This Agreement is effective July 1, 2023, and will remain in effect through December 31, 2023, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The City Manager, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the City Manager 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 within 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 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 the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs incurred 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 The 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 within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

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, computation, 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 m 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 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, disabled 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 not 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 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) 1s 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

6.5.1 Agreement: 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 automotive 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 or 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 the Consultant.

6.9 Consultant's Personnel.

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

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

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 the same, and any rule of construction that a document is to be construed

against the drafting party shall not be applicable to this Agreement.

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.

6.8 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties herein.

6.9 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, subcontractors 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, subcontractors and agents.

6.10 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 the Consultant.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

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

6.16 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.

6.17 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
Chris Jeffers, City Manager
8650 California Avenue
South Gate, CA 90280
Email: cjeffers@sogate.org

WITH COURTESY COPY TO:
City Clerk's Office
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org

TO CONSULTANT:
Misty Cheng
MV Cheng & Associates
102 W. 24th Street
Upland, CA 91784
(925) 963-9996

6.18 **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.

6.19 **Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.20 **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 July 1, 2023, and will remain in effect through December 31, 2023, 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

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: _____
Misty Cheng, President & CEO

MV CHENG & ASSOCIATES
Municipal Value Consultants

May 30, 2023

City of South Gate
8650 California Ave.
South Gate, CA 90280

Dear Mr. Ryan:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for temporary Senior Accountant and/or Senior Financial Analyst level consultant for the City of South Gate.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a Finance Director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Interim Deputy Administrative Services Director for the City of South Gate. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors, are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting two candidates. Below is a brief synopsis of the candidates and their rates. One candidate has been assisting the City for over 6 years and are extremely knowledgeable of the City of South Gate's financial operations. The other candidate has been assisting the City on and off for the past 3 years.

- $85 per hour-Senior Accountant/Senior Financial Analyst-Jim Raia-19 years of municipal experience consisting of positions such as Senior Accountant, Accountant II, Accountant/ Auditor II, Management Analyst.

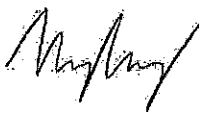
- $90 per hour-Shirley Tung-37 years of municipal experience consisting of positions such as Senior Accountant, Accountant, Senior Account Clerk, Consultant

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department.

The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, MV Cheng & Associates Inc. are Municipal Value Consultants!

Thank you for taking the time to consider my proposal for accounting/HR/IT assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,



Misty V. Cheng
President & CEO

AMENDMENT NO. 1 TO CONTRACT NO. 2023-94-CC FOR PROFESSIONAL FINANCIAL AND ACCOUNTING STAFFING ON AN AS-NEEDED AND TEMPORARY BASIS BETWEEN THE CITY OF SOUTH GATE AND MV CHENG & ASSOCIATES

This Amendment No. 1 to Contract No. 2023-94-CC for Professional Services for Financial and Accounting Staffing on an As-Needed and Temporary Basis, ("Agreement") is made and entered into on September 26, 2023, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement;

WHEREAS, on July 1, 2023, City and Consultant executed Contract No. 2023-94-CC for Professional Staffing Services ("Agreement"), in an amount not to exceed Forty-Eight Thousand Dollars ($48,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to Contract No. 2023-94-CC for Professional Staffing Services, in an amount not to exceed **Thirty-Seven Thousand Four Hundred Dollars ($37,400)**, under the terms and conditions of the Agreement and Amendment No. 1 bringing the aggregate total of the Agreement and Amendment No. 1 to the sum of Eighty-Five Thousand Four Hundred Dollars ($85,400).

NOW, THEREFOR, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF SERVICES. Consultant agrees to continue its services to provide available professional staff to perform various finance, accounting, and human resources tasks requested by the City and made a part of the Agreement, Amendment No. 1. The Scope of Services may be amended from time to time by way of a written direction from the City.

1.2 COMPENSATION. The total amount of compensation for the Agreement and Amendment No. 1 shall not exceed the sum of **Eighty-Five Thousand Four Hundred Dollars ($85,400).** City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement and Amendment No. 1. No additional compensation shall be paid for any other expenses incurred

unless first approved by the City Manager.

1.2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of projects. Travel time between the 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.

1.2.2 Consultant shall be paid in accordance with the agreed-upon hourly rate included in a proposed engagement letter attached hereto as "Exhibit A". Such hourly rates shall be between $85-$90 per hour depending on the assignment and skills of the professional staff.

1.2.3 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 the Consultant of its obligations under this agreement.

1.2.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.3 **TERM OF AGREEMENT.** This Agreement will remain in effect through December 31, 2023, unless otherwise expressly extended and agreed to by both Parties in writing, and terminated by either Party as provided herein.

2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[The remainder of page left blank intentionally.]

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: _____
María del Pilar Avalos, Mayor

Dated: 10/6/23

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: _____
Misty Cheng, President & CEO

Dated: 9-21-23

AMENDMENT NO. 2 TO CONTRACT NO. 2023-94-CC FOR PROFESSIONAL FINANCIAL AND ACCOUNTING SERVICES ON AN AS-NEEDED AND TEMPORARY BASIS BETWEEN THE CITY OF SOUTH GATE AND MV CHENG & ASSOCIATES

This Amendment No. 2 to Contract No. 2023-94-CC for Professional Services for Finance and Accounting on an As-Needed and Temporary Basis, ("Agreement") is made and entered into on February 13, 2024, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement; and

WHEREAS, on July 1, 2023, City and Consultant executed Contract No. 2023-94-CC for Professional Services ("Agreement"), in an amount not to exceed Forty-Eight Thousand Dollars ($48,000);

WHEREAS, September 26, 2023, City and Consultant executed Amendment No. 1 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Thirty-Seven Thousand Four Hundred Dollars ($37,400);

WHEREAS, City and Consultant desire to execute Amendment No. 2 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Eighty-Five Thousand Dollars ($85,000), under the terms and conditions of the Agreement, Amendment No. 1 and Amendment No. 2 bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to the sum of One Hundred Seventy Thousand Four Hundred Dollars ($170,400).

NOW, THEREFOR, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF SERVICES. Consultant agrees to continue its services performing various finance, accounting and finance tasks requested by the City and made a part of the Agreement, Amendment No. 1, and Amendment No. 2. The Scope of Services may be amended from time to time by way of a written direction from the City.

1.2 COMPENSATION. The total amount of compensation for the Agreement, Amendment No. 1 and Amendment No. 2 shall not exceed the sum of One Hundred

Seventy Thousand Four Hundred Dollars ($170,400). City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement, Amendment No. 1 and Amendment No. 2. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of projects. Travel time between the 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.

1.2.2 Consultant shall be paid in accordance with the agreed-upon hourly rate included in a proposed engagement letter attached hereto as "Exhibit A". Such hourly rates shall be between $85-$90 per hour depending on the assignment and skills of the professional staff.

1.2.3 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 the Consultant of its obligations under this agreement.

1.2.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.3 **TERM OF AGREEMENT.** This Agreement will remain in effect through June 30, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: 2-21-24

ATTEST:

By: _____
Yodit Solaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: _____
Misty Cheng, President & CEO

Dated: 2-6-24

Office of the
South Gate City Clerk

MAY - 7 2025 3:00pm

FILED

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 13, 2025**
Originating Department: **Public Works**

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

SUBJECT: AGREEMENT WITH SEQUEL CONTRACTORS, INC., FOR THE CONSTRUCTION OF THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE IV, CITY PROJECT NO. 699-ST, AND THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE X, CITY PROJECT NO. 698-ST ("RESIDENTIAL RESURFACING PROJECT IV")

PURPOSE: To award an Agreement to Sequel Contractors, Inc. ("Sequel") for the construction of the Citywide Residential Resurfacing Project, Phase IV. Sequel provided the lowest responsive bid and is recommended for the contract.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with Sequel Contractors, Inc., to construct the Citywide Residential Resurfacing, Phase IV, City Project No. 699-ST, and the Citywide Sidewalk Improvement Project, Phase X, City Project No. 698-ST, in an amount not-to-exceed $3,638,773, inclusive of the $3,546,573 Base Bid and $92,200 in Additive Alternate Bid;
b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;
c. Authorizing the City Manager to approve contract change orders up to a cumulative amount of $545,816 to avoid delaying construction and payment of invoices involving change order work;
d. Transferring $70,000 in Measure R Funds and $100,000 in Development Funds from the Firestone Boulevard Enhancement Capacity, City Project No. 476-ST to the Residential Resurfacing Phase IV, City Project No. 699-ST, to fund drainage improvements at the intersection of the Firestone Boulevard and Dearborn Avenue;
e. Transferring $89,000 in Measure R Funds and $101,000 in Prop C Local Return Funds from the Garfield Avenue and Imperial Highway Street Improvements, City Project No. 419-ST to the Residential Resurfacing Phase IV, City Project No. 699-ST, to fund the construction of the U-turn pocket on Imperial Highway;
f. Appropriating $752,540 in Community Development Block Grant ("CDBG") Funds to the Residential Resurfacing, Phase IV, City Project No. 699-ST to fund improvements on Industrial Avenue, Pinehurst Avenue, and Hildreth Avenue;
g. Transferring $210,000 in Road Mitigation Funds and $250,000 in Urban Greening Funds from the Long Beach Boulevard Street Improvements, City Project No. 515-ST to the Residential Resurfacing Phase IV, City Project No. 699-ST, to fund ADA curb ramps,

pedestrian lighting, and traffic loop replacements on Long Beach Boulevard;

h. Appropriating $350,000 in Water Funds to the Residential Resurfacing, Phase IV, City Project No. 699-ST to fund water improvements on Frontage Road East;
i. Adopting a finding determining the Residential Resurfacing Project IV as categorically exempt under Title 14 of the California Code of Regulations, Section 15301 and the projects are categorically exempt under Existing Facilities Section 15301 Class (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (including road grading for the purpose of public safety) and to be categorically excluded under Section 326 of amended Chapter 3 of Title 23, United States Code (23 U.S.C. § 326) without significant impacts on the environment as defined by the National Environmental Policy Act ("NEPA"); and
j. Approving the Notice of Exemption for the construction of the Residential Resurfacing Phase IV Project and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement is in the amount of $3,638,773 and it will be funded as shown below. The total fund transfer proposed is $820,000, which is inclusive of $89,000 in Measure R (Technical Advisory Committee) Funds, $101,000 in Prop C Local Return Funds, $70,000 in Measure R (Local Return) Funds, $100,000 in Development Funds, $250,000 in Urban Greening Funds, and $210,000 in Road Mitigation Funds. The proposed appropriation is $1,102,540 with consist of $752,540 CDBG Funds, and $300,000 in Water Funds. The total budget proposed is $5,699,731, as shown in Attachment "E."

Project Elements	SB 1 Funds	Gas Tax	Water Funds	Capital Reserved	CDBG Funds	Measure R	Local Funds	Total
RRP Phase IV	$1,174,028				$590,945			**$1,764,973**
Frontage Road		$547,780	$227,420	$150,000				**$925,200**
Imperial Hwy U-Turn		$36,800				$89,000		**$125,800**
Long Beach Blvd							$380,600	**$380,600**
Firestone/Dearborn Ave							$92,200	**$92,200**
Sidewalk Phase X	$350,000							**$350,000**
Total	**$1,524,028**	**$584,580**	**$227,420**	**$150,000**	**$590,945**	**$89,000**	**$472,800**	**$3,638,773**

ANALYSIS: The proposed Agreement for the construction of the Residential Resurfacing Project was procured through a competitive bidding process. The bid documents required bidders to submit both a Base Bid and an Additive Bid, and indicated that the lowest bidder was to be determined solely based on the Base Bid amount. Sequel Contractors submitted the lowest responsive and responsible Base Bid and is, therefore, deemed the lowest bidder. A summary of the bids received is provided in the table on the next page, with the detailed bid analysis available in Attachment "C." Staff recommends awarding the contract to Sequel Contractors in the amount of $3,638,773. This contract amount includes both the Base Bid and the Additive Bid amounts. The street improvements and costs are listed in the summary table on the next page.

The primary purpose of the project is to rehabilitate residential streets: however, the project includes street improvements originally planned for construction on other projects, such as the reconstruction of ADA ramps on Long Beach Blvd. Instead of processing costly change orders to fund and construct these improvements, they were bid as a part of the Residential Resurfacing

Project, to save money. As such, staff is recommending that the City Council approve the transfer of funds from those other projects to the Residential Resurfacing Project.

The proposed budget has a construction contingency of $545,816. The contingency serves to fund additional costs that may arise during the course of construction, such as to address unforeseen conditions. Further, the project has an aggressive construction schedule. To minimize construction delays, staff recommends that the City Council authorize the City Manager to approve up to $545,816 in contract change orders. All change orders approved will be filed with the City Council at the conclusion of the project as a part of the Notice of Completion.

Base Bid Scope of Work		
Street Name	**Segment**	**Budget**
Liberty Boulevard	Long Beach Blvd to California Ave	$ 903,433
Missouri Avenue	State St to California Ave	$ 323,502
Madison Avenue	Southern Ave to Tweedy Blvd	$ 355,274
Pinehurst Avenue	Southern Ave to Tweedy Blvd	$ 141,820
Hildreth Avenue	Southern Ave to Tweedy Blvd	$ 240,820
Industrial Avenue	Main St to Century Blvd	$ 300,125
Frontage Road East	Southern Ave to Miller Way	$ 775,200
Imperial Highway	U-Turn Pocket on Imperial Hwy	$ 125,800
Long Beach Boulevard	ADA Ramps and Traffic Loops on Side Streets	$ 380,600
	Total Base Bid	**$ 3,546,573**
Additive Bid Scope of Work		
Firestone Boulevard	Firestone Blvd/Dearborn Ave Improvements	$ 92,200
	Total of Base Bid and Alternate Bid	**$ 3,638,773**

BACKGROUND: The Fiscal Year 2024/25 Capital Improvement Program (FY 2024/25 CIP) allocates funding to the Citywide Residential Resurfacing, Phase IV, Project and the Citywide Sidewalk Improvements, Phase X, Project. These projects aim to rehabilitate street pavements, and repair sidewalks on residential streets. Staff consolidated both of these projects under the Residential Resurfacing Project to construct them concurrently. This approach ensures: (1) simultaneous resolution of pavement and sidewalk conditions, (2) reduced disruption for residents and motorists by limiting repeated construction activities, (3) enhanced efficiency in project management, and (4) greater competitiveness and cost-effectiveness. That said the proposed Agreement provides for the construction of both projects.

The proposed Agreement was procured through a competitive bidding process. On March 20, 2025, staff publicly advertised a Notice Inviting Bids in the Daily Journal, on the City's website, and via PlanetBids. On April 17, 2025, the City Clerk received and publicly opened four bids. Following a bid evaluation, Sequel was determined to be the lowest responsible and responsive bidder. Sequel submitted a total bid amount of $3,638,773, which included the Base Bid and Additive Bid. A summary of the bids received is provided below.

Contractor	**Phase IV, & SW Ph. X Base Bid**	**Long Beach Blvd. Base Bid**	**Total Base Bid**	**Firestone/Dearborn Ave. Additive Bid**	**Total Base Bid & Additive Bid**
Sequel, Santa Fe Springs	$ 3,165,973	$ 380,600	$ 3,546,573	$ 92,200	$ 3,638,773
Hardy Harper, Lake Forest	$ 3,650,000	$ 465,000	$ 4,115,000	$ 149,400	$ 4,264,400
Excel Paving, Long Beach	$ 4,084,534	$ 600,400	$ 4,684,934	$ 159,730	$ 4,844,664
All American AC, Corona*	$ 3,883,268	$ 898,154	$ 4,781,421	$ 158,040	$ 4,939,462
Engineer's Estimate	**$ 3,595,072**	**$ 350,000**	**$ 3,945,072**	**$ 168,174**	**$ 4,113,246**

*Corrected bid amount

The Engineer's estimate was $4,113,246 and the actual bid was under $474,473.

Sequel possesses the demonstrated capacity, resources, and experience necessary to successfully complete the work described in the proposed Agreement. They are based in Santa Fe Springs, California, and have successfully operated for 30 years. Sequel has completed numerous construction projects for the City of South Gate, including the recently finished Residential Resurfacing Projects Phases I through III, Tweedy Mile and Garfield Complete Streets, and the Long Beach Blvd Street Improvements. Regardless of staff's experience with Sequel, staff contacted references and they provided positive feedback on their performance.

Pursuant to the guidelines of the California Environmental Quality Act ("CEQA"), the Residential Resurfacing Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301. Specifically, it qualifies for exemption under Section 15301 Class (c), which covers existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar existing facilities, including road grading performed for public safety purposes. Additionally, the project has been determined categorically excluded under Section 326 of amended Chapter 3 of Title 23, United States Code (23 U.S.C. § 326), confirming that it does not significantly impact the environment as defined by the National Environmental Policy Act ("NEPA").

Construction is expected to begin in May 2025 and be completed in November 2025.

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

KT:lc

AGREEMENT FOR THE CONSTRUCTION OF THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE IV, CITY PROJECT NO. 699-ST, AND THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE X, CITY PROJECT NO. 698-ST (THE RESIDENTIAL RESURFACING PROJECT IV)

This Agreement for construction ("Agreement") of the Citywide Residential Resurfacing Project, Phase IV, City Project No. 699-ST, and the Citywide Sidewalk Improvement, Phase X, City Project No. 698-ST ("Residential Resurfacing Project IV") is made and entered into on May 13, 2025, by and between the City of South Gate ("City"), and Sequel Contractors, Inc., a California corporation - corporate number C1677728 ("Contractor"). The City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

The City and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City **Contract No._____**, which involves the following project: The Citywide Residential Resurfacing Project, Phase IV, City Project No. 699-ST, and the Citywide Sidewalk Improvement, Phase X, City Project No. 698-ST ("Residential Resurfacing Project IV").

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

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum shall not exceed **Three Million Six Hundred Thirty-Eight Thirty-Eight Thousand Seven Hundred and Seventy-Two Dollars and Fifty Cents ($3,638,772.50)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, delivery, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

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

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the Parties, whether City or Contractor, executes said Agreement.

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

DRAFT

SEQUEL CONTRACTORS, INC.:

By: _____
Thomas S. Pack, President

Date _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED_____

_____
CONTRACTOR

By:_____
Signature

_____
Title

ATTEST:

By:_____
Signature

_____
Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

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

1. The insurance certificate must be issued to the South Gate City, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.

2. The South Gate City, City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.

3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.

4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.

5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.

6. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

   Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).

   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

   4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: **$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: **$1,000,000** per accident for bodily injury and property damage.

3. Employer's Liability: **$1,000,000** per accident for bodily injury or disease.

4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.

2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Indemnification

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

THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE IV, AND THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE X, CITY PROJECT NO. 699-ST (THE RESIDENTIAL RESURFACING PROJECT IV)

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the South Gate City ("City" herein) has awarded to Sequel Contractors, Inc., California corporate number C1677728 ("Contractor" herein) a contract for:

THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE IV, AND THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE X, CITY PROJECT NO. 699-ST (THE RESIDENTIAL RESURFACING PROJECT IV); and

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

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

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Three Million Six Hundred Thirty-Eight Thousand Seven Hundred and Seventy-Two Dollars and Fifty Cents ($3,638,772.50)**, lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

_____
(Type name of Contractor)

_____

_____
(Type address of Contractor)

By:_____
(Signature of authorized officer)

_____
(Title of officer)

_____
(Type name of Surety)

_____

_____
(Type address of Surety)

By:_____
(Signature of authorized officer)

_____
(Title of officer)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE IV, AND THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE X, CITY PROJECT NO. 699-ST (THE RESIDENTIAL RESURFACING PROJECT IV)

100% PAYMENT BOND

WHEREAS, the City of South Gate, California ("City" herein), has awarded to Sequel Contractors, Inc., California corporate number C1677728, ("Contractor" herein) a Contract for the work described as follows:

THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE IV, AND THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE X, CITY PROJECT NO. 699-ST (THE RESIDENTIAL RESURFACING PROJECT IV)

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Three Million Six Hundred Thirty-Eight Thousand Seven Hundred and Seventy-Two Dollars and Fifty Cents ($3,638,772.50)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 20____.
Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

_____
(Type name of Contractor)

_____

_____
(Type address of Contractor)

By:_____
(Signature of authorized officer)

_____
(Title of officer)

_____
(Type name of Surety)

_____

_____
(Type address of Surety)

By:_____
(Signature of authorized officer)

_____
(Title of officer)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

Signed _____

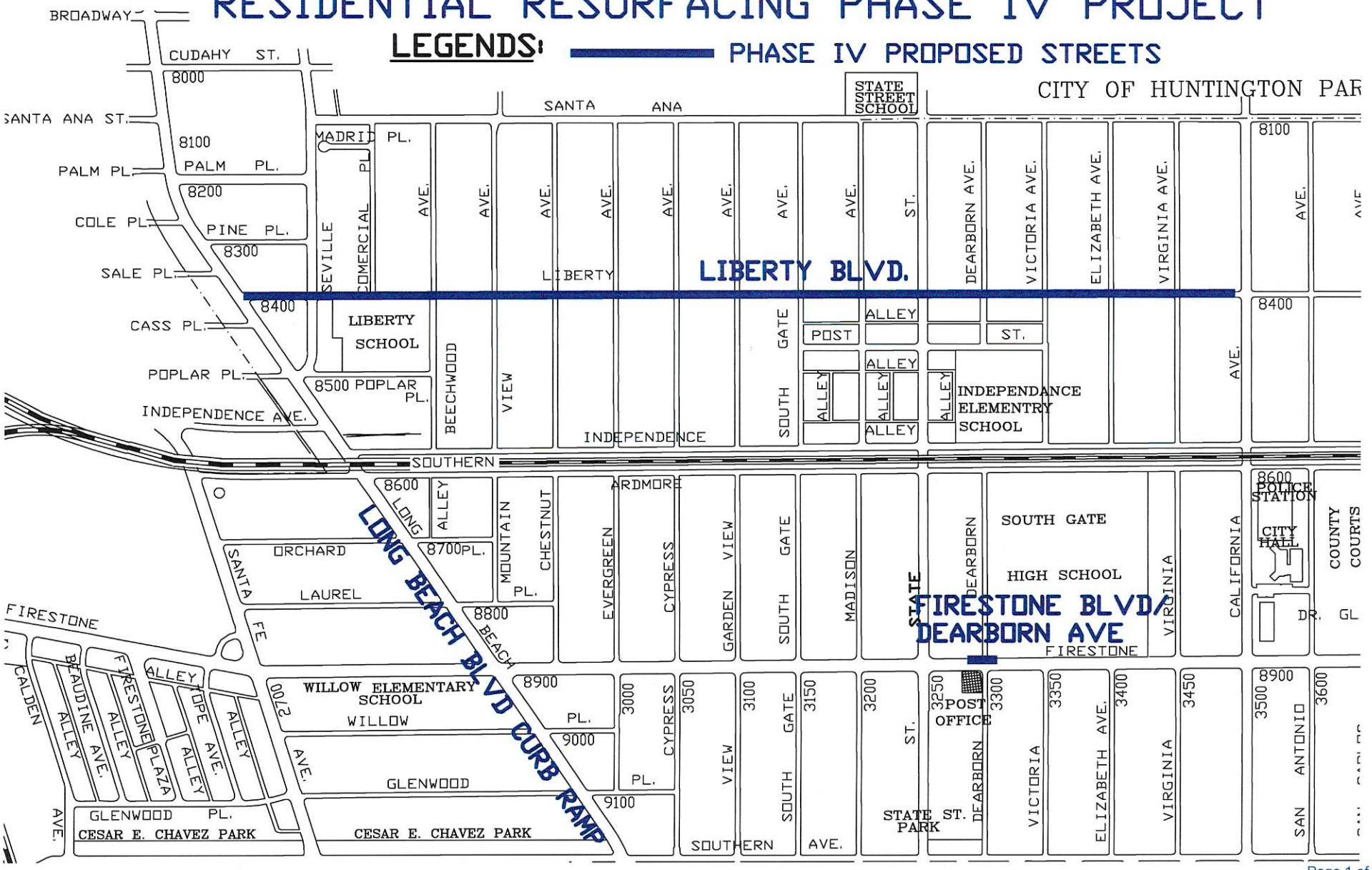
_____
Title

Subscribed and sworn to before me this ____ day of _____, 2025.

_____
Notary Public

(Attach Notary Certificate)

RESIDENTIAL RESURFACING PHASE IV PROJECT



Attachment B

IMPERIAL HWY
U-TURN POCKET
HILDRETH AVE
PINEHURST AVE
FRONTAGE ROAD (EAST)
MADISON AVE
MISSOURI AVE
INDUSTRIAL AVE
VOSSLER AVE
UNINCORPORATED
SOUTHEAST HIGH SCHOOL
MONTARA ELEMENTARY SCHOOL
STATE
LONG BEACH FREEWAY
FRONTAGE ROAD (WEST)
SOUTH GATE RECREATION PARK
SENIOR CITIZENS CLUB HOUSE
SPORTS CENTER
AUDITORIUM
FIRE STATION
GIRLS CLUB HOUSE
WESTSIDE COMMUNITY CENTER
STANFORD AVE. SCHOOL
ST. HELEN SCHOOL
VICTORIA AVE. SCHOOL
HARDING COMMUNITY
IMPERIAL
LEEDS
MEADOW
RAWLINGS
HILDRETH
TWEEDY
ALLEY
PINEHURST
SOUTHERN AVE.
BENSON
PARK PL
SOUTHERN PL
MILLER
NEVADA
CENTURY
SOMERSET RANCH
HOLTDALE
MAIN ST.
LINCOLN
FLORENCE
HOOVER
ROOSEVELT
VIRGINIA
CALIFORNIA
SAN ANTONIO
CARLOS
NEBRASKA
INDIANA
MISSOURI
KANSAS
OHIO
ILLINOIS
IOWA
PACIFIC
ALAMEDA
TRUBA
STANFORD AVE.
GARDEN
MONTARA
MADISON
DEEBLE
DEARBORN
VICTORIA
ELIZABETH
VIRGINIA
DUANE
MINNESOTA AVE.
SOUTHERN AVE.

BID OPENING: APRIL 17, 2025
4:00 P.M.

ATTACHMENT C - BID ANALYSIS
THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE IV

Schedule	Bid Schedule	Engineer's Estimate	Sequel Contractors ($)	All American Asphalt ($)	Excel Paving ($)	Hardy Harper ($)	Median Spread ($)
A	Liberty Blvd	$ 801,000.00	$ 903,432.50	$ 871,898.00	$ 1,137,480.00	$ 950,000.00	$ 903,432.50
B	Missouri Avenue	$ 332,000.00	$ 323,502.00	$ 425,209.70	$ 393,940.00	$ 340,000.00	$ 340,000.00
C	Madison Avenue	$ 392,000.00	$ 355,273.50	$ 434,121.88	$ 445,931.00	$ 395,000.00	$ 395,000.00
D	Pinehurst Avenue	$ 185,000.00	$ 141,820.00	$ 161,475.50	$ 179,206.00	$ 160,000.00	$ 161,475.50
E	Hildreth Avenue	$ 264,000.00	$ 240,820.00	$ 565,350.00	$ 308,101.00	$ 260,000.00	$ 264,000.00
F	Industrial Ave	$ 428,000.00	$ 300,124.50	$ 354,136.16	$ 374,956.00	$ 355,000.00	$ 355,000.00
G	Frontage Road	$ 915,072.00	$ 775,200.00	$ 796,908.85	$ 1,094,890.00	$ 990,000.00	$ 915,072.00
H	U-Turn Pocket Imperial Hwy	$ 278,000.00	$ 125,800.00	$ 274,167.79	$ 150,030.00	$ 200,000.00	$ 200,000.00
I	ADA Ramps Long Beach Blv	$ 350,000.00	$ 380,600.00	$ 898,154.00	$ 600,400.00	$ 465,000.00	$ 465,000.00
	Total Base Bids	**$ 3,945,072.00**	**$ 3,546,572.50**	**$ 4,781,421.88**	**$ 4,684,934.00**	**$ 4,115,000.00**	$ 4,115,000.00
J	Dearborn Ave X-Gutter	$ 168,174.00	$ 92,200.00	$ 158,040.00	$ 159,730.00	$ 149,400.00	$ 158,040.00
	Total Base and Alternate Bi	**$ 4,113,246.00**	**$ 3,638,772.50**	**$ 4,939,461.88**	**$ 4,844,664.00**	**$ 4,264,400.00**	$ 4,264,400.00

19

Attachment C

Attachment D Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 E. Imperial Hwy
Norwalk, CA 90650

From: (Public Agency): City of South Gate
Public Works Department
8650 California Avenue, South Gate, CA 90280-3075
(Address)

Project Title: The Citywide Residential Resurfacing Project, Phase IV, City Project No. 699-ST

Project Applicant: City of South Gate

Project Location - Specific:

Missouri Ave.; Liberty Ave., Hildreth Ave., Pinehurst Ave., Madison Ave., Frontage Road East; Industrial Ave.

Project Location - City: South Gate Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The project addresses long deferred maintenance issues in the City such as pavement, concrete repair work, it also includes aged water infrastructure. This project helps protect and maintain the City's street surfaces, improve stormwater surface drainage, improve mobility for all users, and improve water quality.

Name of Public Agency Approving Project: City of South Gate

Name of Person or Agency Carrying Out Project: City of South Gate

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15301 Class 1(c)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The work falls under the category of constructing bus turn outs, right-turn lane, pedestrian lighting, bus shelters, concrete bus pads, pavement rehabilitation, traffic signal and street light modifications, and other ADA improvements . Therefore, this project qualifies for a Categorical Exemption Section 15301 Class 1 (c) under existing facilities and has no significant effects on the environment.

Lead Agency Contact Person: Kenneth Tang Area Code/Telephone/Extension: 323-563-9574

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: 5/13/2025 Title: ACM/DPW

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

Updated: 4/22/2025

FUNDING PLAN - RESIDENTIAL RESURFACING PROJECT, PHASE IV

CIP Account No.	Residential Resurfacing Project, Ph IV, 699-ST; Watermain Replacement Project, Ph I, 689-WTR RRP (IV) 311-790-31-9598; WRP (II) 411-731-71-9592; SW (X) 311-790-39-9490 RRP Phase IV and WRP Phase II (BASE BIDS)													Total
		Frontage Rd			CIP FY 23-24	CIP FY 24-25	Garfield Ave/Imperial Hwy		The Blvd. II	Long Beach Blvd. Project		SW Phase X	RRP, Phase IV	
Funding Sources	SB 1 Funds*	Water Funds	Gas Tax	Capital	SB 1 Funds	CDBG	Measure R	Gas Tax	Local Funds	Urban Green	Road Mitigation	SB 1 Funds (CIP FY 24-25)		
Budget	$250,437	$350,000	$ 800,000	$250,000	$480,385	$752,540	$89,000	$101,000	$170,000	$250,000	$210,000	$500,000	$1,496,369	$5,699,731
BKF Amendment 1,2,3,4	$239,641	$30,000	$80,000											$349,641
BKF Amendment 5			$6,226											$6,226
Elite Engineers Design U-turn Pocket Imperial Hwy								$26,000						$26,000
Willdan Design Firestone/Dearborn X-gutter									$22,000					$22,000
Construction Contract		$227,420	$547,780	$150,000	$360,000	$590,945	$89,000	$36,800	$92,200	$221,000	$159,600	$350,000	$814,028	$3,638,773
Construction Contingency base bid		$34,113	$82,167	$22,500	$54,000	$88,642		$5,520	$13,830	$29,000		$52,500	$163,544	$545,816
Imperial Hwy/Garfield Ave timing mods								$5,000						$5,000
Santa Ana and Ardmore on LB timing mods											$10,000			$10,000
Construction Management (CM)		$10,000	$52,000	$14,400	$28,800							$28,000	$96,800	$230,000
CM Services Contingency		$800	$7,800	$2,880	$2,880	$29,547		$1,840	$4,610		$7,980	$17,500	$40,701	$116,539
Staff Time and Support	$10,796	$47,667	$24,027	$60,220	$34,705	$43,407		$25,840	$37,360		$32,420	$52,000	$150,000	$518,442
Remaining Balance:	$0	$0	$0	$0	$0	($0)	$0	$0	$0	$0	$0	$0	$231,296	$231,295
Total Budget:	$5,699,731													$5,699,731

*1: CIP FY 22-23 Initially budgeted $537,437 SB 1 Funds Transferred $287,000 to RRP Phase II (12/13/2022, Item 8) — CC Item #6 6/27/2023

*2 CC Approved 6/13/2022, Item 8, and CIP Budget FY 23/24 $480,385

*3 SB-1: $1,496,369 approved in FY 24-25 budget

*4 Sidewalk Phase X: $500,000 approved under FY 24-25 budget, 311-790-39-9490

*5 CDBG: $752,540 approved by the CDBG commission

*6 Capital Reserved: $250,000 approved in FY 22-23 budget

*7 Water Fund (Watermain Replacement I): Available balance of $150,000 (Acc 411-731-71-9592)

6/25/2024, Item 2 CC meeting (SB 1 allocation CC)

Attachment E

Office of the
South Gate City Clerk

MAY - 7 2025

FILED 2:40pm

Item No. 10

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of **May 13, 2025**
Originating Department: **City Manager's Office**

Marketing and CE Manager: Giselle Hernandez AE *City Manager:* Rob Houston
Giselle Hernandez

SUBJECT: AGREEMENT WITH THE SOUTH GATE CHAMBER OF COMMERCE FOR PROMOTION OF COMMUNITY ACTIVITIES

PURPOSE: The proposed Agreement will refine the expectations and deliverables associated with the ongoing partnership between the City of South Gate and the South Gate Chamber of Commerce ("Chamber") to advertise and promote the residential, commercial, and industrial advantages of the City, and the benefits of living in or locating business or industry within the City of South Gate during Fiscal Year 2025/2026.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with the South Gate Chamber of Commerce for promotion of community activities in Fiscal Year 2025/2026 in the amount not to exceed $50,000; and
b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: If approved, funds in the amount of $50,000 will be included in the FY 2025/26 budget in Account Number 100-120-12-6308 (General Fund – City Manager Administration - Civic Engagement).

ANALYSIS: The approval of the proposed Agreement will enable the Chamber to continue advertising and promoting activities that support the goals of encouraging economic development and workforce development, as well as improving communications and civic engagement in the City of South Gate.

BACKGROUND: Over the past several years, the City has contracted, on a yearly basis, with the Chamber to undertake business promotion activities. The Chamber is requesting funding from the City at the same amount contributed in past years, an amount not to exceed $50,000 for FY 2025/26 to continue providing services to the South Gate residents and business community. The pay schedule will change from four installments to two for the fiscal year. The first installment will require a Financial Statement, and the second installment will request the Performance Summary prior to receiving payment.

Continued Activities and Services

Using the requested funding, the Chamber will continue to disseminate information to the public about the benefits of locating a business in the City; serve as an informational bureau; maintain an office within the City which is accessible to the public; publicize City-sponsored activities and functions; advertise and promote the commercial expansion and development of the City; and work with the City, county and other public and private agencies to obtain appropriate information and services for prospective businesses. Furthermore, the Agreement includes partnering with civic groups to collaboratively host a "speaker series" event each year for local businesses and conducting ribbon-cutting ceremonies for new South Gate businesses.

The Chamber will also continue to host the Children's Christmas Lane Parade, the Mayor's State of the City Address, the Career Workforce Development Expo, and the Southeast Los Angeles County Business Expo, to name a few.

The proposed Agreement will continue to include a performance measurement, as included in the previous agreement, whereby the Chamber will work to increase its membership by at least 15% each year.

Tax-Exempt Status

The tax-exempt status of the Chamber has been confirmed by the Franchise Tax Board and California Secretary of State.

ATTACHMENT: Proposed Agreement

AGREEMENT FOR PROMOTION OF COMMUNITY ACTIVITIES FOR FISCAL YEAR 2025/26 BETWEEN THE CITY OF SOUTH GATE AND THE SOUTH GATE CHAMBER OF COMMERECE

This Professional Services Agreement for Promotion of Community Activities for Fiscal Year 2025/26 ("Agreement") is made and entered into as of May 13, 2025, by and between the City of South Gate, a municipal corporation ("City"), and the South Gate Chamber of Commerce, a California nonprofit corporation ("Chamber"). City and Chamber are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to advertise and promote the advantages of South Gate as a commercial and industrial center, disseminate information related thereto, solicit, and respond to inquiries concerning its opportunities and advantages, encourage new commercial and industrial prospects, and provide assistance to established commercial and industrial enterprises for growth and expansion; and

WHEREAS, Chamber warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Promotional Services under this Agreement; and

WHEREAS, the commercial and industrial expansion of South Gate will benefit the residents and taxpayers of the City by generating additional revenues for the City, including sales tax revenue, and providing commercial and industrial centers conveniently located for South Gate residents, employees, and consumers; and

WHEREAS, the promotion of industrial and commercial growth will generate new jobs for South Gate residents who are now commuting to out-of-area jobs and will tend to reduce unemployment; and

WHEREAS, the Chamber has been active within South Gate in fostering commercial and industrial growth and has facilities for disseminating information, soliciting commercial and industrial prospects, servicing both established and prospective commercial and industrial enterprises, and sponsoring special events which promote the commercial areas of the City; and

WHEREAS, the Chamber is a corporate entity separate and apart from the City and neither the Chamber nor the City exercise any governance or control over one another; and

WHEREAS, the Chamber confirms that it is in good standing with the Secretary of State and that its corporate filings are current; and

WHEREAS, based on such representation, City desires to contract with Chamber 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 Chamber, and Chamber 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 **Fifty Thousand Dollars ($50,000) over the entire term of this Agreement** as described in Chamber's proposal attached hereto as Exhibit "A." City shall pay Chamber for its promotional 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 the City Manager or his designee.

   2.1 Chamber shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Chamber's office and City Hall shall not be billable. Chamber may request an exemption on a case-by-case basis, which shall be subject to City approval.

   2.2 No payment made hereunder by City to Chamber, 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 Chamber of its obligations under this Agreement.

   2.3 Chamber shall be paid in accordance with the schedule. City shall pay Chamber within thirty (30) days of receipt of the invoice, provided the invoices and supporting documentation are timely and completely submitted.

   - The first installment in the sum of $25,000 is to be paid by December 4, 2025. (Annual Financial Summary Report due by Thursday, November 4, 2025)

   - The second installment in the sum of $25,000 is to be paid by June 5, 2026. (Annual Performance Report due by Thursday, May 1, 2026)

   2.3.1 The City will follow the installment schedule as indicated above provided the Chamber submits the annual Performance Report and Financial Summary Report as indicated above. If the Chamber fails to provide the annual Performance Report and Financial Report in a timely manner, the City reserves the right to withhold the installment payment until the Chamber is in compliance with the annual report schedule.

   2.3.2 The Chamber shall provide an annual Financial Summary Report and a Performance Report to the City reporting on the funds specifically provided by this Agreement prior to each payment due date as indicated above.

The annual Financial Summary Report will include the following information:

- Detailed report of memberships paid, including business name and amount.
- Financial summary statement

The annual Performance Report will include the following information:

- A summary of activities for that year including dates, event names, estimated attendance, participants, purpose, and performance outcome.

All data, including reports, records, maps, and other information prepared or obtained by the Chamber in the course of performing the work required by this Agreement shall, upon request, be made available to the City free of charge without restriction or limitation to their use.

3. **TERM OF AGREEMENT.** This Agreement is effective as of July 1, 2025, and will remain in effect for a period of one year (June 30, 2026) 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 City Manager or his designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Chamber understands that the City Manager, or his/her designee, has the authority to provide that approval or authorization.

5. **CONFLICT OF INTEREST.** Chamber 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 Chamber under this Agreement. Chamber further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Chamber 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 Chamber represents that no City employee or official has a material financial interest in Chamber's business. During the term of this Agreement and/or as a result of being awarded this contract, Chamber shall not offer, encourage or accept any financial interest in Chamber'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 Chamber 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, Chamber 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 Chamber, terminate the whole or any part of this Agreement in any of the following circumstances:

a. If Chamber fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

b. If Chamber 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 Chamber 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 Chamber. Upon such termination, Chamber 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 Chamber, 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 Chamber 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. Chamber 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 Chamber shall not discriminate against any employee, subcontractor, or applicant for employment because of to 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. Chamber 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. Chamber will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Chamber 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 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Chamber for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Chamber 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) are available for review and on file with the City Clerk's Office.

6.5 Insurance. Chamber 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. Chamber 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 Chamber 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 Chamber pursuant to the terms of this Agreement.

6.6 Indemnification. Chamber 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 Chamber's (including Chamber'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 Chamber.

6.7 Compliance with Applicable Law. Chamber 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 Chamber 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 Chamber.

6.8.1 Chamber 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 Chamber, or any of Chamber's employees, except as herein set forth, and Chamber 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 Chamber is and shall at all times remain to City a wholly independent contractor and Chamber's obligations to City are solely such as are prescribed by this Agreement.

6.8.2 Indemnification of CalPERS Determination - In the event that Chamber or any employee, agent, or subcontractor of Chamber 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, Chamber shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Chamber 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 Chamber.

6.9 Chamber's Personnel.

6.9.1 All services required under the Agreement will be performed by Chamber, or under Chamber'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 Chamber 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 Chamber 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 Chamber 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 Chamber 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 Chamber.

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 Chamber 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 Chamber for anything done, furnished, or relating to Chamber'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 Chamber, its employees, sub-Chambers 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 Chamber, its employees, sub-Chambers and agents.

6.14 Corrections. In addition to the above indemnification obligations, Chamber shall correct, at its expense, all errors in the work which may be disclosed during City's review of Chamber's report or plans. Should Chamber 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 Chamber.

6.15 Files. All files of Chamber pertaining to City shall be and remain the property of City. Chamber 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 Chamber, 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 Chamber.

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
Rob Houston, City Manager
8650 California Ave
South Gate, CA 90280
Email: rhouston@sogate.org
TEL: (323) 563-9503

WITH COURTESY COPY TO:
City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email :yglaze@sogate.org
TEL: (323)563-9510

TO CHAMBER:
Lupe Carranza, President
South Gate Chamber of Commerce
3350 Tweedy Boulevard
South Gate, CA 90280
E-mail: info@southgatecc.org
TEL: (323) 567-1203

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. Chamber 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 Chamber 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 July 1, 2025, 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: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas (DZ)
Raul F. Salinas, City Attorney

SOUTH GATE CHAMBER OF COMMERCE:

By: _____
Lupe Carranza, President

Dated: _____

EXHIBIT A

SCOPE OF WORK

1. The South Gate Chamber of Commerce ("Chamber"), acting by and through its Board of Directors, officers and members, agree during July 1, 2025, through and including June 30, 2026, to advertise and promote the residential, commercial and industrial advantages of the City of South Gate ("City"), and the benefits of living in or locating business or industry within the City. In this regard, the Chamber shall perform the following functions:

   A. Respond promptly to all correspondence concerning the advantages and benefits of living in or locating business or industry in the City, and to disseminate information by correspondence, publicity, paid advertising and personal contacts identifying such advantages and benefits.

   B. Serve as an informational bureau for the benefit of the local public; including, to collect data and statistics of general interest, including information on commercial, industrial and residential advantages and opportunities which will benefit its members, the City and its residents and taxpayers.

   C. Assemble and distribute such statistical and other information relating to the community as may be requested in inquiries directed to the City or the Chamber.

   D. Maintain an office within the City which is accessible to the public and fully equipped for the purpose of disseminating information and answering correspondence and inquiries regarding the City. Maintain its status as active and in good standing with all applicable state and federal agencies. Business Goal: Provide a business friendly and resource rich environment to support the business community with business-driven information, office resources and a place to host meetings, trainings and workshops that would not be possible at their business location

   E. Publicize, upon request, the City-sponsored activities and functions and to assist and coordinate with respect to such activities and functions. Business Goal: Maintain an active website and social media channels to help facilitate the dissemination of information to maintain a well-informed business community and provide member marketing opportunities

2. The Chamber further agrees to advertise and promote the commercial and industrial expansion and development of the City and to cooperate with all agencies and individuals, whether governmental or private, in achieving such expansion and development. In this regard, the Chamber shall do the following:

   A. The Chamber shall assemble and distribute to prospective industrial and commercial enterprises all necessary facts, materials and information relating to the City.

   B. The Chamber shall work with the City, county and other public and private agencies to obtain appropriate information and services for prospective industrial and commercial enterprises.

C. The Chamber shall assemble and distribute such statistical and other information as may be necessary to promote the commercial and industrial development of the City. In this regard, the Chamber shall direct all inquiries relating to commercial or industrial locations or developments within the City to City Departments.

D. The Chamber will continue to maintain a Business Resource Center. This Business Resource Center will contain maps, demographic information, business assistance information and public funding materials to assist businesses in South Gate.

E. The Chamber shall plan, organize and conduct grand openings/ribbon-cutting ceremonies for new South Gate businesses.
Business Goal: Host welcoming business events that help generate excitement and interest highlighting the business' product, program or service to increase traffic flow/revenue and facilitate additional networking opportunities through sponsored/non- sponsored events

F. The Chamber shall actively promote youth employment programs in South Gate, including placement of interns within South Gate businesses.

G. The Chamber shall partner with civic groups such as the Rotary Club of South Gate in holding a "speaker series" for local businesses.

3. **PERFORMANCE METRICS.**

Over the term of this Agreement, the Chamber shall work to accomplish the following results:

A. Membership: Increase Chamber membership (i.e. businesses, organizations, etc.) by at least 15% over the total number of Chamber members as of July 1, 2025, and June 30, 2026.

4. **SPECIAL EVENTS.**

A. **Children's Christmas Lane Parade.**
In consideration of the City's payment to the Chamber, the Chamber shall be responsible for production of the Christmas Parade, including responsibility for securing all volunteer help, notifying the City in writing of the date of the Christmas Parade and the required security and clean-up needs.
Business Goal: Produce a city parade with multiple business sponsorship opportunities that will elevate a company's brand recognition and/or interest in their product, program or service through multiple marketing channels that include but are not limited to: social media, print marketing, networking opportunities, booth promotions social media, radio, live performances, award events, and large crowds.

Broadcasting of Christmas Parade: The Chamber shall ensure the Christmas Parade is made available for public viewing through local broadcast channels and other accessible social media platforms at a reasonable date and time suitable for family audiences. The Chamber shall be responsible for securing a contract for the professional production and distribution of the Christmas Parade, including any necessary broadcast arrangements and technical services. A copy of said

contract shall be furnished to the City at least ninety (90) days in advance of the Christmas Parade date.

Business Goal: Provide opportunities for major sponsors to market their organization, products, programs, or services throughout the broadcast and on-demand streaming of the parade, enhancing their brand visibility and engaging a wide audience.

Christmas Parade Hours: The Christmas Parade will be a minimum of two (2) hours in duration. The Chamber shall also be responsible for securing all sponsors, floats, bands and other participants in the Christmas Parade and for obtaining adequate publicity in advance of the Christmas Parade. The Chamber shall be responsible for providing the pre-Christmas Parade reception at a location near the Christmas Parade route.

Business Goal: Host a dignitary breakfast event for major parade sponsors, elected officials and special parade guest that recognizes the contribution of each and allows for networking and marketing opportunities

Christmas Parade Security: The City will provide, at no cost to the Chamber, all required police security for the Christmas Parade, a show mobile for the announcers and judges of the parade, barricades for crowd control, post-Christmas Parade street clean-up and bleachers.

Christmas Parade Entries: Any entry requested by the City will be included in the Christmas Parade if the entry is submitted within the established entry deadlines, in conformance with entry requirements and at no cost to the Chamber.

B. Mayor's State of the City Address.

The City will provide, at no cost to the Chamber, the use of the Henry C. Gonzalez Auditorium facilities including the stage, lighting, sound system, and the set-up needed to conduct the event. The Chamber shall provide specific notification to the Parks & Recreation Department for setting arrangements and set-up at least ninety (90) days in advance of the event and based on availability. The City will also make available to the Chamber, without additional charge, the use of the South Gate Park facilities as needed for this event, provided that adequate reservations are secured a minimum of ninety (90) days in advance of the event.

Business Goal: Provide the business community with a marketing opportunity to support the City and increase their company's brand visibility through multiple channels including but not limited to: Public recognition at the event, complimentary seat or table at the event, dedicated networking opportunity with elected officials, major sponsors and dignitaries, social media promotions, website, and print advertisement.

C. Career Workforce Development Expo.

The Chamber will plan, organize and host a Career Workforce Development Expo

each year. This event will include organizations such as Hub Cities, East Los Angeles College and top employers in South Gate.

Business Goal: Host a workforce expo/event with a minimum of 15 companies looking to provide career opportunities to local residents in search of employment while filling their current vacancies

D. Southeast Los Angeles County Business Expo.

The Chamber shall plan, organize and host a Southeast Los Angeles County Business Expo each year. This event will include such organizations as the LAEDC, Go Biz, SBA, and IRS.

Business Goal: Host a business expo/event highlighting a minimum of 15 businesses in the city, showcasing each organizations programs and services and promoting a local Business-2-Business program that encourages local collaboration and revenue growth.

E. Use of City Facilities for Additional Chamber Functions.

The Chamber may request the use of City facilities and resources including but not limited to digital billboard, website, social media channels and staff at no cost for special functions provided that the functions are approved by the City, the City facility is available, and that adequate reservations are made at least thirty (30) days in advance of the event.

F. Waiver of Special Events Business License Permit Fees.

The Chamber may request the administrative waiver of four (4) special events permit fees per fiscal year. The Chamber shall be required to obtain and pay for any permits for all other special events in excess of four (4) per fiscal year.

G. Cancelled Events Due to Pandemics, Natural Disasters, or Local Emergencies.

If regular scheduled events in this Agreement are cancelled due to pandemics, natural disasters, or local emergencies, the Chamber will provide mutually agreed upon substitute events, such as virtual events and forums that provide resources to the business community in South Gate. These substitute events will be carried out in alignment with set guidelines and the purpose to positively impact the business community through the acquisition of new knowledge, resources, customer traffic, marketing and increased visibility.

Office of the
South Gate City Clerk

MAY - 7 2025 2:50pm
FILED

Item No. 11

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 13, 2025**
Originating Department: **Parks & Recreation**

Department Head: Steve Costley *City Manager:* Rob Houston

SUBJECT: CHANGE ORDER WITH FAST DEER BUS CHARTER, INC., TO PROVIDE BUSES FOR RECREATION PROGRAMS FOR FY 2024/25

PURPOSE: To approve Change Order No. 001 for Fast Deer Charter, Inc., to provide buses for Recreation Programs for FY 2024/25.

RECOMMENDED ACTION: The City Council Will Consider:

a. Approving a change order in the amount of $26,840 to increase the overall original purchase order issued to Fast Deer Charter, Inc., to the amount of $67,141 (P.O. No. 0008804) to provide transportation for Parks and Recreation trips for the remainder of the current fiscal year 2024/25; and
b. Authorizing the Director of Parks and Recreation to execute any additional documents needed.

FISCAL IMPACT: Funds for the use of buses for Parks and Recreation trips are already included in the current budget and have already been allocated through Prop A funding.

BACKGROUND: The Parks and Recreation Department provides transportation for a variety of trips on a quarterly basis. Most trips are taken by our senior population to plays, outdoor activities and casinos. This Change Order will cover the cost of all the proposed trips for the department for the remainder of the fiscal year. Although there is sufficient budget put aside for these expenses the associated PO was sized too small to cover the annual cost of this program. This requested PO adjustment will allow for the funding of the remaining expenses for this fiscal year.

ATTACHMENTS: A. Change Order No. 001
B. Copy of the original Purchase Order No. 0008804

CITY OF SOUTH GATE
PARKS & RECREATION DEPARTMENT

CONTRACT/PO CHANGE ORDER

CHANGE ORDER #: 001
CITY PROJECT #: N/A
PROJECT TITLE:
PURCHASE ORDER #: 0003804
CONTRACT #:
CHANGE REQUESTED BY: A. MEDINA
CONTRACTOR: FAST DEER BUS CHARTER, INC
DATE OF REPORT: 04/07/25

	Cost	Comments
Original contract/PO amount	$ 40,301.00	
Previous Change Orders amount	0.00	
This Change Order amount	$ 26,840.00	
Total increase to contract (all change orders) to date:	$ 26,840.00	
Revised total contract amount to date:	$ 67,141.00	
Percentage of total increase (or decrease) to contract amount to date:	40%	

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid item Quantities

Item #	Detailed description	Contract Quantity	Previous Change Orders Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
1	THE PO WAS CREATED WITH PARTIAL AMOUNT OF THE TOTAL NEEDED FOR THE FY. THIS CO IS TO COVER THE TRIPS TO THE END OF 06/2025 (9 TRIPS)	0	0	1.00	1.00	1		$24,840.00	N/A
2	THE PO WAS CREATED WITH PARTIAL AMOUNT OF THE TOTAL NEEDED FOR THE FY. THIS CO IS TO COVER TRIPS OUTSIDE LA CNTY TO THE END OF 06/2025 (9 TRIPS)	0	0	0.00	0.00	0		$2,000.00	0
3		0	0	0.00	0.00	0			0
4		0	0	0.00	0.00	0			

NOTES:
WE HAVE INVOICES WAITING TO PROCESS.

Total Cost: $26,840.00

THE TOTAL AMOUNT OF THIS CHANGE ORDER IS: $26,840.00

Approval Recommended by: A. Medina Date: 04/07/25

Approved by: Tina Fierro, Deputy PGR Director Date: 04/07/25
Director, Manager, Superintendent (department procedure)

Approved by: Date:
Director of Administrative Services

CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280
WWW.CITYOFSOUTHGATE.ORG
(323) 563-5781

DATE	PO NUMBER
10/8/2024	0008804

VENDOR: 0013912:FAST DEER BUS CHARTER, INC.
8105 SLAUSON AVE
MONTEBELLO, CA 90640

SHIP TO: PARK ADMINISTRATION
4900 SOUTHERN AVE
SOUTH GATE, CA 90280

Contact:
Email:
FOB Point:
Terms: Net 30 Days
Req Del Date:
Special Inst: REF PO 0008691

Req. No: 0025642
Dept: PARK ADMINISTRATION
Contact: MEDINA, ANA
Expiration Date:
Fiscal Year: 2025

Quantity	Unit	Description	Unit Price	Ext. Price
		RENTALS OF 56 PASSENGER BUS FOR DEPARTMENT EXCURSIONS ALL SPECS AS PER QUOTE		35,301.00
		FOR CHARGES ON TRIPS OUTSIDE OF LOS ANGELES COUNTY		5,000.00
		FOR PROMPT PAYMENT, INVOICES MUST CONTAIN A PURCHASE ORDER # *SEE LAST PAGE FOR TERMS AND CONDITIONS*		

BILL TO: CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SUBTOTAL	40,301.00
TAX	0.00
FREIGHT	0.00
TOTAL	40,301.00

Account Number	Amount	Account Number	Amount
E 100-412-61-6316	5,000.00		
E 221-480-33-6310	35,301.00		

Authorized Signature

RECEIVING COPY

Office of the
South Gate City Clerk

MAY - 7 2025 2:50 pm
FILED

Item No. 12

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 13, 2025**
Originating Department: **Parks & Recreation**

Department Head: Steve Costley *City Manager:* Rob Houston
Steve Costley Rob Houston

SUBJECT: PURCHASE AND INSTALLATION OF NEW SCOREBOARDS FOR THE MARVIN COLE GYMNASIUM

PURPOSE: The purchase, delivery, renovation, and installation of basketball gymnasium scoreboard equipment at the City of South Gate Sports Center.

RECOMMENDED ACTION: The City Council will consider:

a. Approving a purchase order with ABV Scoreboard Services, Inc. (NEVCO) for delivery, and installation of scoreboard equipment at the Sports Center in the amount of $77,589.23; and
b. Authorizing the Director of Parks & Recreation to approve any additional costs needed to complete the purchase and installation of the scoreboards.

FISCAL IMPACT: Funding for this purchase and installation is already budgeted in a few different accounts. The Capital Assistance and Equipment Replacement Fund Account #100-416-61-6204 in the amount of $50,000. Account #100-401-61-6308, Civic Engagement, in the amount of $25,000. The Adult Sports Equipment Maintenance Fund Account #100-416-61-6701 in the amount $2,589.23.

ANALYSIS: The proposed upgrades will address some functionality issues identified with the existing system and expand the current system to better handle concurrent scoring. Additionally, the upgrades will enhance the player and spectator experience during competitions and events.

BACKGROUND: The Sports Center was built in 1976 and the building's gymnasium scoring system is outdated. Current scoreboards only have the capability to score one sport, and the controllers are becoming less functional. Scoreboards placement is also an inconvenience to spectators and players.

The Sports Center recently renovated it's PA and Audio system after 50 years. To remain consistent with our enhanced efforts, staff is recommending the upgraded scoreboards to host additional sporting events, upgrade controllers and components for the latest technology, and to improve the players and spectator experience.

Current scoreboards, wiring, and infrastructure are designed for Nevco products. The new scoreboards will use much of the existing scoreboards structure and wiring thus lowering the costs and making this a sole source purchase.

ATTACHMENT: NEVCO Quote

CSM Sales, Inc. ABV SCOREBOARD SERVICES, INC.
CUSTOM SCOREBOARDS & MARQUEES

1270 Avenida Acaso, Unit F
Camarillo, CA 93012

QUOTE

REVISED 04/03/2025 OPTION 2:
2772/2700/ADI/SSC7/ MPW7 and Vision Max Poster

NEVCO

A Nevco-Authorized Dealer

Account Name	City of Southgate Sports Center	Created Date	4/14/2025
Quote Number	00183339	Expiration Date	5/2/2025
Contact Name	Jessica Villalobos	Prepared By	Stacey Kotzamanis
Title	Recreation Coordinator	Title	Display and Scoring Consultant
Phone	(323) 563-5445	Phone	(618) 659-7948
Email Address	jvillalobos@sogate.org	Fax	(618) 664-0398
		Email Address	skotzamanis@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Total Price
2.00	2772-RL	Basketball/Volleyball/Wrestling LED Scoreboard with Amber/Red Digits	10'x5'11"x8"	USD 11,160.00
2.00	ADI 10-2	Non-illuminated Indoor Sign	10'x2'	USD 1,428.00
4.00	2700-NL	Basketball/Volleyball/Wrestling LED Scoreboard with Amber/Red Digits	8'x3'x8"	USD 12,120.00
3.00	SSC-7-SS Set	Slim Shot Clock LED Display (Set of 2) - Black with Red Digits	20" x20"'x 2"	USD 7,245.00
3.00	EOP 275-0717	End of Period LED Light Set (42" or 48" Backboard) - SSC-7/SSC-T5/SSC-T9 Series Interface	0.7'x1.5'x4"	USD 5,688.00
1.00	VMAX-1.9-ID	VisionMax Elite 1.9mm Video Poster		USD 7,475.00
1.00	VMAX-CASE	VisionMax Video Poster Case		USD 400.00
2.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)	0.9'x0.8'x4"	USD 2,480.00
12.00	MPCW-7 Indoor Rec	Receiver MPCW-7 (Wireless) for indoor scoreboards		USD 6,900.00
2.00	MPCW Case	MPC/ MPCW Control Carrying Case	1.7'x1.1'x8"	USD 180.00
2.00	Overlay	Keyboard Overlay (MP6W/MPC7W)		USD 50.00

Ttl Shipping Wt (lbs)	1,960	Subtotal	USD 55,126.00
Sales Tax Rate	10.500%	Freight	USD 3,675.00
County	Los Angeles	Installation	USD 13,000.00
		Tax	USD 5,788.23
		Total	USD 77,589.23

Additional Notes

Labor is included and covers the cost to install: 2 @ 2772
4@ 2700
3@ WALL MOUNT shot clock sets
3@ EOP light Sets

Billing/Shipping Information

Bill To Name	City of Southgate Sports Center	Ship To Name	City of Southgate Sports Center
Bill To	9520 Hildreth Avenue South Gate, CA 90280 USA		

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order Address	CSM Sales, Inc. or ABV Scoreboard Svcs, Inc. 1270 Avenida Acaso, Unit F Camarillo, CA 93012	Remit To Address	CSM Sales, Inc. or ABV Scoreboard Svcs, Inc. 1270 Avenida Acaso, Unit F Camarillo, CA 93012

City of South Gate
CITY COUNCIL

Office of the South Gate City Clerk 2:45pm
MAY - 7 2025
FILED

AGENDA BILL

For the Regular Meeting of: **May 13, 2025**
Originating Department: **Human Resources**

Department Director: *Jon Hamilton* ***City Manager:*** *Rob Houston*

SUBJECT: CONSIDER ADOPTION OF RESOLUTION MAKING CERTAIN FINDINGS FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 AND 21221

PURPOSE: The Pension Reform Act of 2012 prohibits employers from hiring retired annuitants within 180 days of their retirement. However, subsequent legislation provides for an exception to the 180-day wait period under specific conditions, *i.e.,* the California Public Employees' Retirement System (CalPERS) requires the City Council adopt a resolution to allow for an exception to the 180-day wait period to hire a retired employee for temporary, part-time employment during the wait period.

RECOMMENDED ACTION: The City Council is requested to consider adoption of a Resolution making certain findings that allow a recently retired Director of Finance to be hired for temporary, part-time employment with the City of South Gate commencing within the 180-day wait period from his retirement from the City of South Pasadena.

FISCAL IMPACT: The making of certain findings for an exception to the 180-day wait period will require no additional appropriations for Fiscal Year 2024/25 due to salary savings from the Senior Accountant, Deputy Director of Finance, and the Budget & Finance Manager positions being vacant in the Administrative Services Department will be used to cover the salary cost for this retired annuitant.

ANALYSIS: None.

BACKGROUND: Certified Public Accountant John Downs (hereinafter "Downs") retired from the City of South Pasadena as its Director of Finance effective December 31, 2024, with approximately 30 years of experience in finance and accounting. He has extensive experience in municipal accounting and financing, as well as budget preparation and oversight.

On or about January 21, 2025, the City's Deputy Director of Finance announced her resignation to return to her previous employer, and, on January 27, 2025, the City's Director of Administrative Services announced her resignation to pursue an opportunity elsewhere. As a result of these two resignations and the vacancy of the Budget & Finance Manager position, the Administrative Services Department did not have a functional manager. Accordingly, the City hired retired annuitant Mr. Downs into an Interim Director of Administrative Services to lead the Administrative Services Department as the City recruited for a regular, permanent Director of Administrative Services.

In addition to Mr. Downs functioning as the department's interim head and under the direction of the City Manager, he was assigned to chair the City's budget preparation for Fiscal Year 2025/26, which includes revenue projections and determination of fund balances for general and special funds. The budget process takes approximately four months to complete and began in March 2025. During Mr. Downs service as the City's Interim Director of Administrative Services, the City conducted a successful recruitment for a permanent Director of Administrative Services, Mr. Luis Frausto, who began his employment on Monday, May 12, 2025. Because Mr. Downs may no longer serve in the capacity of the Interim Director of Administrative Services once Mr. Frausto began his employment, he may only continue in the capacity of providing "extra help" to the City as a retired annuitant.

Prior to Mr. Downs' service as the City's Interim Director of Administrative Services, he worked as a consultant approximately 10 years ago. At that time, Mr. Downs served as the functional Deputy Finance Director for almost four years, wherein he became familiar with the City's budgets, spending patterns, forecasting needs, and can identify cost-saving opportunities unique to the City. Because of his experience, he has the expertise prioritizing how resources and personnel should be allocated across different departments, projects, and/or initiatives. As the Interim Director, Mr. Downs, provided important input in the City's upcoming fiscal budget, it is crucial to have him continue is work with the City to perform special projects and work related to this budgetary process and other responsibilities of the department.

Pursuant to California Government Code § 7522.56(b), "[a] retired person shall not serve, be employed by, or be employed through a contract directly by a public employer in the same public retirement system from which the retiree received the benefit without reinstatement from retirement, except as permitted by this section." California Government Code § 7522.56(c), then provides the following exception: "A retired person may serve without reinstatement or loss, or interruption of benefits provided by [CalPERS] upon appointment by the appointing power of a public employer either during an emergency to prevent stoppage of public business or because the retired person has specialized skills needed in performing work of a limited duration." California Government Code § 7522.56(f)(1) provides: "A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless... [t]he employer certifies the nature of the employment and the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on the consent calendar." The City is in need of Mr. Downs' specialized skills, which are critically needed to prepare the budget in time for the next fiscal year and before 180 days have passed since his retirement from the City of South Pasadena on December 31, 2024. His 30-year depth of knowledge and his personal contacts with all public agency and private entity stakeholders are vital and essential to the continued financial success. Additionally, Mr. Downs has not accepted a retirement incentive upon his retirement, which would make him ineligible for this consideration as outlined in California Government Code §7522.56(g).

Mr. Downs' continued employment will be on a temporary, part-time basis and will remain at or below the 960 permitted hours per fiscal year a retired annuitant may work pursuant to the California Government Code § 7522.56(d). His specialized skills are needed to ensure there is no backlog of work as the budgetary process is completed and that any current special projects to which he can be assigned remain on schedule and without interruption. Additionally, Mr. Downs will assist Mr. Frausto in his transition to the City's full-time Director of Administrative Services.

Also, pursuant to California Government Code § 7522.56(d), Mr. Downs pay may not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule equal to the hourly rate. The maximum base salary for the Director of Administrative Services is $18,765 and the hourly equivalent is $108.26. Therefore, Mr. Downs will be paid at the rate of $108.26/hour for duties performed as a retired annuitant in the capacity of the Interim Director of Administrative Services.

Accordingly, staff recommends the City Council adopt a Resolution making certain findings for an exception to the 180-day wait period pursuant to California Government Code §§ 7522.56 & 21221.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

CITY OF SOUTH GATE,
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, MAKING CERTAIN FINDINGS FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 AND 21221

WHEREAS, in compliance with California Government Code § 7255.56, the City of South Gate must provide the California Public Employees Retirement System (CalPERS) this certification resolution when hiring a retiree before 180 days have passed since his or her retirement;

WHEREAS, John Downs retired from the City of South Pasadena in the position of Director of Finance effective December 31, 2024;

WHEREAS, California Government Code § 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 30, 2025, without this certification;

WHEREAS, California Government Code § 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive;

WHEREAS, the City Council of the City of South Gate hereby appoints John Downs as a retired annuitant to work on special projects, budgetary projects, and other projects, and to provide training to the new, permanent, full-time Director of Administrative Services under California Government Code §§ 7522.56 & 21221 effective May 14, 2025;

WHEREAS, the entire employment agreement, contract, or appointment document (Personnel Transaction Form) related to John Downs has been reviewed by the City Council and is attached hereto as Attachment "A;"

WHEREAS, no matter, issues, terms, or conditions related to this employment and appointment has been or will be placed on a consent calendar;

WHEREAS, the employment shall be limited to 960 hours per fiscal year;

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate;

WHEREAS, the maximum monthly base salary for the Director of Administrative Services is $18,765 and the hourly equivalent is $108.26, and the minimum monthly base salary for the position is $15,438 and the hourly equivalent is $89.07;

WHEREAS, John Downs will be placed at Step E of the equivalent Director of Administrative Services position with an hourly rate of $108.26; and

WHEREAS, John Downs has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly rate.

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 certify the nature of the appointment of John Downs as described herein and detailed in Attachment "A," the employment agreement/contract/appointment document (Personnel Transaction Form), and that this appointment is necessary to ensure there is not a stoppage of any special projects underway in the City, such as the budgetary process, and so that John Downs can be present to train the permanent, full-time Director of Administrative Services when hired by the City.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, and **ADOPTED** on this **13th** day of **May 2025**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

DRAFT

City of South Gate

PERSONNEL TRANSACTION FORM

Employee Name John Downs **Employee #** _____

Date Prepared May 6, 2025 **Effective Date of Action** May 13, 2025

Date of Hire May 13, 2025 **Payroll Completion Date** _____

Oath of Office _____ **CalPERS ID #** (if applicable) _____

Direct Mgr. Name **Supervisor Name** (if applicable)

EMPLOYEE STATUS	APPOINTMENT	TYPE OF ACTION
☐ Probationary	■ New Hire	☐ Merit Increase
☐ Full-Time	☐ Re-Employment	☐ Promotion
■ Part-Time/Hourly		☐ Transfer
☐ Part-Time/PERS Hourly	**CALPERS TIER** (HR Dept completes)	☐ Suspension
☐ Temporary/Seasonal	☐ Classic Misc. 2.7% @ 55	☐ Account Number Change
☐ Elected Official	☐ Classic Sworn 3.0% @ 50	☐ Reclassification
	☐ PEPRA Misc. 2.0% @ 62	☐ Start Acting/Temp/Special Assignment
☐ Civil Service	☐ PEPRA Sworn 2.7% @ 57	☐ End Acting/Temp/Special Assignment
■ Unclassified (Non-Civil Service)	**SEPARATION**	**OTHER** (if not listed explain in "COMMENTS" box below)
	Last Date Worked _____:	☐ Leave of Absence without Pay
☐ Sworn	☐ Retirement	☐ Name Change
■ Non-Sworn	☐ Termination	☐ Probation Completed
	☐ Resignation	☐ Longevity Pay
☐ Exempt	☐ Abandoned Position	☐ Bilingual Pay
■ Non-Exempt	☐ End of Temporary/Seasonal	☐ Communication Allowance
		☐ Educational Allowance

	CURRENT	CHANGE TO
Department	Administrative Services	--
Division	Administration	
Account Number		
Job Classification	Retired Annuitant Extra Help	
Position Number		
Salary Range Number & Step	Step E	
Monthly Salary/Hourly Rate	$108.26/hour	
Bargaining Unit *(if applicable)*	--	--

COMMENTS:

Approvals:

Department Head _____ Date 5/6/25

Director of Human Resources _____ Date 5/6/25

Personnel Officer _____ Date

City Manager (as required) _____ Date

HR Initials:

Revised 5/1/2025

Office of the
South Gate City Clerk

MAY - 8 2025 2:50pm
FILED

Item No. 14

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 13, 2025**
Originating Department: **Administrative Services**

Department Director: *John Downs* ***City Manager:*** *Rob Houston*

SUBJECT: MID-YEAR BUDGET REPORT AND ADJUSTMENTS FOR FISCAL YEAR 2024-25

PURPOSE: To provide City Council with a Fiscal Year 2024-25 Mid-Year Budget Report and Adjustments.

RECOMMENDED ACTIONS:

a. Approve the Fiscal Year 2024-25 Mid-Year Budget Report and Adjustments;
b. Approve of Fiscal Year 2023-24 Capital Improvement Program Carryovers; and
c. Adopt a Resolution of the City Council of the City of South Gate Approving Fiscal Year 2024-2025 Mid-Year Budget Amendments and Adjustments.

BACKGROUND: On June 11, 2024, the City Council adopted the Fiscal Year (FY) 2024-25 Operating and Capital Improvement Program (CIP) budgets. The FY 2024-25 budget is the City's financial operating plans that establishes the City's goals, budget priorities, and desired service levels for the fiscal year, as well as identifies the fiscal resources necessary to achieve them. The adopted budget was based on certain assumptions and meeting expenditure and revenue projections. The Mid-Year Budget Report is presented to The City Council to provide an updated financial forecast for the current year.

The FY 2024-25 Mid-Year Financial Review reports on the City's fiscal performance through mid-year (July through March), comparing all revenues and expenditures incurred during the three quarters of FY 2024-25 to the same period in FY 2023-24. The Mid-Year Financial Review also provides an updated FY 2024-25 Financial Forecast, as well as presents mid-year budget adjustments for City Council's consideration to amend the FY 2024-25 Budget.

The Mid-Year Financial Review primarily focuses on the General Fund since this is the fund that supports traditional municipal services the City provides for residents, such as law enforcement, public works services, and parks and recreation.

ANALYSIS:

FY 2023-24 Year End

At the end of each fiscal year, the Administrative Services Department begins its process of closing out the year. This process includes trueing up the budget and ensuring all capital improvement project carryovers are processed and reflected in the new fiscal year. In addition, to avoid possible budget inflation, at the year end of each fiscal year, all purchase orders and encumbrances are closed out, excluding multi-year capital projects.

Once the City's budget is adopted and committed in Eden, the City's financial system, the new fiscal year is open for activity. Staff from each department have the ability to review the general ledger, enter purchase orders for services, and track department revenues and expenditures.

FY 2023-24 General Fund Year-End Performance

The FY 2023-24 General Fund Budget included expenditures in the amount of $71.7 million offset by $65.1 million in projected revenues. Based on the audited figures for FY 2023-24, the City ended the year with $68.2 million in expenditures, offset by $68.3 million in revenue and the use of $205,852 in net transfers from Reserves. The FY 2023-24 Ending Unassigned Fund Balance is $9.7 million. In the table below, revenue and expenditure figures include transfers in/out.

TABLE 1
FY 2024 GENERAL FUND YEAR-END PERFORMANCE

	FY 2024 Final Budget	FY 2024 Year-End (Audited)
Beginning Unassigned Fund Balance	$ 6,571,877	$ 9,436,093
Transfer from Reserve	$ -	$ 205,852
Revenues	65,164,884	68,334,260
Expenditures	71,697,796	68,248,186
Operating Surplus (Deficit)	(6,532,912)	86,074
Ending Unassigned Fund Balance	**$ 38,965**	**$ 9,728,019**
Required Reserve Balance	**$ 7,169,780**	**$ 6,824,819**

FY 2024-25 Changes from Adopted Budget to Mid-Year Budget

When the FY 2024-25 budget was presented to City Council for consideration in June 2024, economists were discussing concerns about inflation, a CPI increase of 3.2%, and interest rate adjustments by the Federal Reserve Bank aimed at curbing inflation. However, actual economic activity, as measured by employment gains, increases in property values, and retail sales indicated growth. As mentioned in the FY 2024-25 budget message, revenues were expected to be on target based on improved economic conditions and strong recovery in some areas, such as property tax. The City of South Gate anticipated a moderate increase in property tax and a reduction in sales tax. It was therefore critical that the City monitor its monthly sales tax receipts during the fiscal year.

- General Sales Tax and Measure P General Purpose 1% Local Sales Tax are performing lower than anticipated.

- The American Rescue Plan Act of 2021 created the State and Local Fiscal Recovery Fund (SLFRF). The City received $34,556,473 in SLFRF Funds which have been programmed in annual city budgets beginning in FY 2021-22.

The FY 2024-25 budget included significant impacts due to anticipated rising costs in insurance premiums, annual increases to the City's Unfunded Accrued Liability (UAL) pension payments, the need to invest in aging capital infrastructure, and support of the Street Lighting and Landscaping Fund. The proposed mid-year review and adjustments include additional measures to address prior year invoices for Community Development, and carry over grants for Community Development, Parks and Recreation, and Public Works. Revenues are adjusted higher by a net $1,020,536 to account for the projected increase in Property Tax and an expected contribution from the City of Downey for completed work on a joint project. These increases are tempered by a reduction in Sales Tax, Use of Money and Property, Licenses and Permits, and Fees and Charges. The total adjusted revenues for FY 2024-25 have changed from $66,655,001 to $67,675,537. Expenditures are adjusted from $71,058,403 to $72,420,996 for a net change of ($1,362,593), including transfers to CIP, resulting in a $4.7 million operational deficit.

Mid-Year General Fund appropriation adjustments are $4,114,400, offset by salary and benefit savings due to vacancies in budgeted positions in the amount of $4,566,333, for a net adjustment of ($451,933), plus prior City Council appropriations of $1,814,525, resulting in a net increase of $297,823. All appropriation adjustments are one-time adjustments. The tables below reflect the FY 2024-25 General Fund Approved and Revised budgets.

TABLE 2
FY 2024-25 GENERAL FUND BUDGET

	FY 2025 Approved Budget	FY 2025 Revised Budget
Beginning Unassigned Fund Balance	$4,828,960	$9,728,019
Revenues	$66,655,001	$67,675,537
Expenditures	$71,058,403	$72,420,996
Operating Surplus (Deficit)	**($4,403,402)**	**($4,745,459)**
Ending Unassigned Fund Balance	**$425,558**	**$4,982,560**

The one-time adjustments in expenditures for the year are for unexpected and unbudgeted expenses occurring this FY 2024-25, including increased costs for temporary consulting services due to vacancies, facility repairs, and to appropriate grant funding for programs. Details of these adjustments are shown in Attachment 2.

FY 2024-25 Mid-Year Financial Report

The table below shows the City's revenues and expenditures incurred through the three quarters, July 1 through March 31, 2025, for both FY 2024-25 and FY 2023-24 for comparison purposes.

TABLE 3 GENERAL FUND REVENUES & EXPENDITURES JULY 2024 - MARCH 2025					
	FY 2025 Budget	FY 2025 July-March Actuals	FY 2024 July-March Actuals	Year Over Year 9 Month Comparison	Year Over Year 9 Month
Revenues					
Property Taxes	$ 17,717,936	$ 9,359,643	$ 8,785,248	$ 574,395	6.54%
Sales Taxes	29,103,000	15,728,254	16,548,926	(820,673)	-4.96%
Other Taxes	5,800,000	1,934,470	2,318,518	(384,047)	-16.56%
License & Permits	1,716,800	1,044,209	1,274,228	(230,019)	-18.05%
Fines & Forfeitures	1,427,697	836,721	954,863	(118,142)	-12.37%
Use of Money & Property	2,536,928	1,467,459	4,046,045	(2,578,585)	-63.73%
Intergovernmental	154,600	245,631	146,335	99,296	67.86%
Fees & Charges	3,305,300	2,438,018	2,363,393	74,625	3.16%
Other Revenues	4,892,740	3,260,603	2,814,893	445,711	15.83%
Total Revenues	**$66,655,001**	**$36,315,009**	**$39,252,449**	**($2,937,440)**	**-7.48%**
Expenditures					
Wages & Benefits	$ 45,196,275	$ 31,849,660	$ 35,737,241	$ (3,887,582)	-10.88%
Supplies & Services	21,144,287	11,990,373	11,942,754	47,619	0.40%
Capital Outlay	365,000	13,756	68,627	(54,871)	-79.96%
Debt Service	2,214,340	312,063	355,190	(43,126)	-12.14%
Transfers Out	2,138,501	31,818	142,861	(111,043)	-77.73%
Total Expenditures	**$71,058,403**	**$44,197,671**	**$48,246,673**	**($4,049,002)**	**-8.39%**

FY 2024-25 Third Quarter Revenue Performance

Overall, revenues for the City are down 7.48% ($2,937,440) for the first three quarters of FY 2024-25 compared to FY 2023-24. Outlined below is a summary of the revenue performance for the City's major revenues:

Property Tax

Through the end of March in FY 2024-25, the City's second largest revenue, Property Tax, was up 6.54% ($574,395) from FY 2023-24. The City has received 52.8% of the revenue and expects the largest amount to come in April 2025. For FY 2024-25, the City budgeted $17,717,936. The estimated revenue will increase by $421,135, to $18.1 million.

In respect to Secured Property Taxes, the City received its Property Tax installment in December 2024, representing 40% of what the State expects to receive for the whole year. Therefore, on an annualized basis, the City's estimated Secured Property Taxes are slightly above projections.

Sales Taxes

Taxes (including Sales Tax Measure P) are down 4.96% ($820,673) through the first three quarters of FY 2024-25 from last year. Sales Taxes makes up 43.66% of total General Fund revenues and is the City's largest revenue stream. The City budgeted $29.1 million for FY 2024-25; however, sales tax is projected to soften. The estimated revenue will be decreased by $1,150,260 to $27.9 million.

Other Taxes
Other Tax include Transient Occupancy Tax, Business License Tax, Franchise Tax, Commercial Refuse Franchise Tax, Real Estate Transfer Tax, and Materials Recovery Facility Tax. Other Tax revenues are down 16.56% ($384,047) in FY 2024-25 from the same point last year. The estimated revenue for FY 2024-25 is projected to increase by $141,360, to $5.9 million.

Licenses & Permits
The revenue from Licenses and Permits saw an 18.05% decrease ($230,019) compared to the previous year. The primary drivers are a decrease in revenues from various building permits and animal licensing revenue. The estimated revenue for FY 2024-25 will decrease by $124,267, to $1.6 million.

Fines & Forfeitures
Fines and Forfeitures decreased by 12.37% ($118,142) from last year. The reason for this decrease is due simply to a reduction in Vehicle Code Fines and Parking Citations. The estimated revenue for FY 2024-25 will increase by $131,571, to $1.5 million.

Use of Money & Property
Revenue from Use of Money and Property decreased by 63.73% ($2,578,585) from the same period last year. The primary reason for this decrease is a smaller return in Interest Earnings and Bond Interest Earnings. The estimated revenue for FY 2024-25 will decrease by $140,560, to $2.4 million.

Intergovernmental
Intergovernmental revenue increased by 67.86% ($99,296) compared to the previous year. Increases were due to better than expected Motor Vehicle In-Lieu Excess revenue and a California for All Youth Workforce Program Grant. Other Grants had a modest increase, that was offset by a reduction in POST Reimbursement revenue. The estimated revenue for FY 2024-25 will increase by $610,697, to $765,297.

Fees & Charges
Revenue from Fees and Charges saw a slight increase of 3.16% ($74,625) in revenue compared to last year. The estimated revenue for FY 2024-25 are projected to decrease by $126,083, to $3.2 million. This category includes fees for various inspections and services, such as inspections, plan checks, passport services, recreation and sports programs.

Other Revenues
Other Revenues category saw an increase of 15.83% ($445,711) compared to the previous year. This group encompasses Administrative Allocations, Miscellaneous Reimbursements, and Miscellaneous Revenue. The largest contributor to this increase was a project settlement recovery of $499,931 and an expected contribution of $676,524 to the Garfield Avenue Median Improvements project from the City of Downey. A decrease in Miscellaneous Reimbursements partially offset these increases. The estimated revenue for FY 2024-25 will increase by $1,256,943, to $6.1 million.

FY 2024-25 Mid-Year Expenditure Performance

Expenditures for the City were down 8.39% ($4,049,002) through the first three quarters of FY 2024-25 when compared to FY 2023-24. The decrease in expenditures can be primarily attributed to personnel vacancies and a reduction in expenditures due to ARPA funding. The Administrative Services Department will continue to monitor spending, address unanticipated needs for the current year, and help ensure that departments are adhering to the approved budget and planning appropriately for the future budget.

FY 2024-25 Financial Forecast

In addition to reporting on the fiscal condition of the City through the three quarters of the year, the FY 2024-25 Mid-Year Financial Review provides an updated FY 2024-25 Financial Forecast. Throughout the year, fiscal issues arise, and budget adjustments may be required that may impact the FY 2024-25 Adopted Budget. When this happens, budget assumptions and year-end projections change. The Mid-Year Financial Review is usually a good time to present an updated FY 2024-25 Financial Forecast, as we become aware of new fiscal issues that arise subsequent to the budget adoption.

Refer to Table 4 below for an updated FY 2024-25 Financial Forecast.

TABLE 4 GENERAL FUND ADJUSTED FY 2024-25 FINANCIAL FORECAST		
	FY 2024-25 Budget	**FY 2024-25 Adjusted Budget**
Revenues		
Adopted Revenues (including Transfers In)	$66,655,001	$66,655,001
Measure P Local Sales Tax		(365,000)
Sales Tax		(785,260)
Other Taxes		141,360
Property Taxes		421,135
License & Permits		(124,267)
Fines & Forfeitures		131,571
Use of Money & Property		(140,560)
Intergovernmental		610,697
Fees & Charges		(126,083)
Other Revenues		1,256,943
Total Adjusted Revenues	**$66,655,001**	**$67,675,537**
Expenditures		
Adopted Expenditures (including Transfers Out)	**$71,058,403**	**$71,058,403**
1st Quarter Council Approved Budget Adjustments		1,119,931
2nd Quarter Council Approved Budget Adjustments		60,000
3rd Quarter Council Approved Budget Adjustments		634,594
Adopted Expenditures & Council Approved Budget Adjustments		**72,872,928**
Parks & Recreation Operational Budget (Proposed)		729,353
Police Department Operational Budget (Proposed)		22,732
Community Development Operational Budget (Proposed)		1,021,994
Public Works Operational Budget (Proposed)		307,551
Transfers from General Fund to CIP		1,064,770
Non-Dept Transfers Out Operational Budget (Proposed)		968,000
New Appropriation Subtotal		**4,114,400**
Salary & Benefit Adjustments Due to Vacancies		(4,566,333)
Total Adjusted Expenditures	**71,058,403**	**72,420,996**
Operating (Deficit)/Surplus	**($4,403,402)**	**($4,745,459)**
Beginning Fund Balance	**$4,828,960**	**$9,728,019**
Ending Fund Balance	**$425,558**	**$4,982,560**
Minimum GF FB Reserve (10% of Expenditures)	**$7,105,840**	**$7,242,100**

The second column on Table 4 represents the FY 2024-25 Adjusted Budget, considering all unanticipated expenditures and proposed budget adjustments. Based on the second column, the new FY 2024-25 ending fund balance is projected to be $4,982,560. The new reserve level is below the minimum General Fund reserve level of 10% of the current-year operating budget.

FY 2024-25 Mid-Year Budget Adjustments

Staff is presenting the following Mid-Year Budget Adjustments for City Council's consideration to amend the FY 2024-25 Budget. The financial impact of these Mid-Year Budget Adjustments

will be mitigated by lower than expected personnel costs resulting from vacancies in budgeted positions, Details of these salary savings are shown in Attachment 4.

General Fund:

- Community Development Operational Budget ($1,021,994) - Additional appropriation from General Fund reserves, $27,032 for consulting service fees from prior year, $15,000 for a Solar App Grant project management, $32,708 for consulting service fees from prior year related to Planning staff augmentation due to vacancies, $600,000 for consulting service fees from prior year related to Planning and the Industrial/Commercial uses ordinance, $347,254 for a multi-year Brownfield EPA Grant balance from FY 2023-24.

  The financial impact of mid-year adjustments for the Community Development Operational Budget will be partially offset by savings of $801,470 due to vacancies in budgeted positions.

- Parks & Recreation Operational Budget ($729,353) - Additional appropriations from General Fund reserves, $130,856 to cover the cost of repairs to the jacuzzi at the Aquatics Center, $30,000 to replenish graffiti abatement materials and maintain the programs responsiveness and effectiveness, $568,497 to pay for services provided by the Conservation Corp. of Long Beach carryover the Californian's For All grant funds from FY 2023-24.

  The financial impact of mid-year adjustments for the Parks & Recreation Operational Budget will be partially offset by savings of $232,264 due to vacancies in budgeted positions.

- Police Department Operational Budget ($22,732) - Additional appropriations from General Fund reserves, $9,372 for the purchase of a K-9 that was offset by a donation to cover the full purchase, $13,360 for a Traffic Safety purchase that was to be charged against the FY 2023-24.

  The financial impact of mid-year adjustments for the Police Department Operational Budget will be offset by savings of $2,624,563 due to vacancies in budgeted positions.

- Public Works Operational Budget ($307,551) - Additional appropriations from General Fund reserves, $100,000 for as-needed engineering services provided by Wildan, Interwest, NV5 Inc., and SA Associates; $128,000 for as-needed CIP contract services, pending invoices and change order for PO 8125, $5,000 for General Maintenance to maintain the current level of service through the remainder of the FY, $7,049 for the installation of the Security Access System Devices in City Hall, $37,502 for General Maintenance to continue with the development of the Air Duct Cleaning project, $30,000 for the increased operational cost due to increase in bather load and recent addition of a CO2 tank for water treatment at aquatics facility.

  The financial impact of mid-year adjustments for the Public Works Operational Budget will be offset by savings of $600,932 due to vacancies in budgeted positions.

- Non-Dept Transfers Out Operational Budget ($968,000) - Additional appropriations from General Fund reserves, $1,268,000 for City Hall HVAC Replacement partially offset it by reduction of $300,000 due to an adjustment in the adopted budget.

Staff is also recommending Mid-Year Budget Adjustments for the City Council's consideration to amend the FY 2024-25 Budget for other funds, as shown in the table below. The proposed FY 2024-25 Mid-Year Budget adjustments are listed in Attachment 2. The financial impact of these Mid-Year Budget Adjustments will be mitigated by lower than expected personnel costs resulting from vacancies in budgeted positions.

Table 5
Mid-Year Appropriation Adjustment
FY 2024-25

Fund Description	Fund	Total
General Fund	100	$ (451,933)
Gas Tax	212	$ 341,578
Street Sweeping	214	$ 1,122
Measure W	217	$ 42,369
Used Oil	218	$ 6,129
Beverage Container	219	$ 2,437
Prop A	221	$ (6,325)
Measure R	224	$ 422,700
Measure M	225	$ (21,459)
State Community & Corrections Gra	233	$ 10,574
Asset Forfeiture	235	$ 473,439
Housing Authority	241	$ (495,282)
HOME	242	$ 237,354
CDBG	243	$ 193,437
Street Lighting & Landscaping	251	$ (179,704)
Federal & State Grants	261	$ 705
WSAB TOD SIP	264	$ 159,658
ARPA	268	$ 5,350,371
Water Fund	411	$ 876,068
Sewer Fund	412	$ 24,458
Refuse Fund	413	$ 16,765
Insurance	511	$ 21,135
Fleet Management	521	$ 214,344
CAER	523	$ 632,918
Successor Agency	611	$ 127,679
Total Mid-Year Adjustments		**$ 8,000,538**

Other Funds:

- Administrative Services Operational Budget ($662,650 - All Other Funds) - Additional appropriation from the Refuse Fund ($29,732) for SB 1383 public outreach and education efforts, Capital Asset and Replacement Fund ($632,918) for delayed vehicle purchases from FY 2023-24 due to availability of chassis.

  Administrative Services salary and benefit savings will offset the financial impact in Other Funds due to vacancies in budgeted positions ($12,967) - Salary savings in Refuse Fund.

- Community Development Operational Budget ($852,894 - All Other Funds) - Additional appropriation from the Housing Authority ($2,381) for as-needed program administration services, HOME Program ($237,354) for as-needed program administration services, CDBG ($325,117) for as-needed program administration services, Federal and State Grants ($705) to pay for Affordable Housing vendor invoices for the remainder of FY 2024-25, WSAB TOD SIP Fund ($159,658) to pay for consulting services, Successor Agency ($127,679) for the ROPS Amin and LRPMP property.

  Community Development salary and benefit savings will offset the financial impact in Other Funds due to vacancies in budgeted positions ($655,956) - Salary savings of $524,276 in Housing Authority, $131,680 salary savings in CDBG.

- Human Resources Operational Budget ($21,135 - All Other Funds) - Additional appropriation from the Insurance Fund to true up costs for unemployment claims which increased this fiscal year.

- Parks & Recreation Operational Budget ($100,000 - All Other Funds) - Additional appropriations from Prop A Transit Fund to purchase trash bins for METRO bus stops.

  Parks & Recreation salary and benefit savings will offset the financial impact in Other Funds due to vacancies in budgeted positions ($106,325) - Salary and benefit savings of $106,325 in Prop A Transit Fund.

- Police Department Operational Budget ($484,013 - All Other Funds) – Additional appropriations from State Community and Corrections Grants ($10,574) to pay expenses covered with Employee Wellness Grant, Asset Forfeiture Fund ($473,439) to carry over balance from FY 2023-24 to FY 2024-25.

- Public Works Operational Budget ($2,395,088 - All Other Funds) - Additional appropriation from the Gas Tax ($465,155) for ongoing maintenance of the newly constructed medians on Long Beach Blvd. and Garfield Ave., scanning, digitizing, and indexing files, citywide special request for tree trimming, pruning trees and stump removal, and reprogram funds to Mariposa Landscape to perform citywide street median landscape vegetation restoration, Street Sweeping Fund ($1,122) for Golden State Water billing and collection services, Measure W ($42,369) to cover LA River Watershed for NPDES/MS4 Permit overages, Used Oil Fund ($6,129) for inspection program and industrial waste permits, and cover unanticipated expenditures, Beverage Container Fund ($2,437) to manage the beverage container recycling program, Measure R ($422,700) to cover contract services costs for as-needed emergency planned work and routine work, and cover

unanticipated expenditures, Measure M ($21,781) for as-needed contract services to provide emergency planned work and routine work, Street Lighting and Landscaping ($24,500) for engineering assessment report and general engineering services, Water Fund ($1,170,093) for MJRP permit fees, projected estimate for pumping and WRD RA costs, Temetra Cloud Based Meter Reading software upgrade, and purchase of a Wet/Dry Hydro Excavator for the Water Division, Sewer Fund ($24,458) for City's Sanitary Sewer Management Plan (SSMP) requires annual CCTV inspections, Fleet Management Fund ($214,344) for projected expenditures to maintain the City vehicle fleet maintenance through the end of the fiscal year.

Public Works salary and benefit savings will offset the financial impact in Other Funds due to vacancies in budgeted positions ($665,046) - Salary savings of $123,577 in Gas Tax, $43,240 in Measure M, $204,204 in Street Lighting and Landscaping, $294,025 in Water Fund.

- Non-Dept Operational Budget ($5,350,371) - Additional appropriation from ARPA Fund for various ARPA funded projects and programs.

- Public Works Capital Improvement Program (CIP) Carryovers from FY 2023-24 Capital Budget ($76,502,537) - Carryover FY 2023-24 CIP appropriations for the following funds:

TABLE 6 CAPITAL IMPROVEMENT PROGRAM FY 2024-25 CONTINUING APPROPRIATIONS	
Funding Via Transfers	
General Fund	1,064,770
Gas Tax	1,104,398
TDA Bikeway	228,128
SB 1 - Road Repair and Accountability Act	3,065,433
Measure W Stormwater	224,625
Road Mitigation Program Fund	1,734,474
Prop A Transit	3,400,000
Prop C Transit	4,956,523
Measure R Transit	836,900
Measure M	598,890
Community Development Block Grant (CDBG)	328,229
Federal & State Grants	27,605,083
American Rescue Plan Act (ARPA)	1,670,766
Park Enhancement Fund	868,560
Water	644,401
Sewer	4,000
Fleet Management	50,075
Building & Infrastructure Maintenance	2,541,765
Capital Improvement Program Funds (Sub-Total):	**50,927,020**
Direct From Funding Source	
Capital Improvement Program Funds	161,171
Water	18,919,781
Sewer	3,634,807
Building & Infrastructure Maintenance	2,859,758
Sub-Total:	**25,575,517**
Total:	**76,502,537**

Salary and Benefit Savings

Overall, the City will utilize salary and benefit savings from 55 vacancies in budgeted positions through five departments as summarized in Table 6 below and elaborated on Attachment 4.

TABLE 7 CITY OF SOUTH GATE SALARY SAVINGS SCHEDULE FY 2024-25				
Department	**# of Vacancies**	**General Fund**	**Other Funds**	**Total**
Administrative Services	5	$ 307,103	$ 172,465	$ 479,567
Community Development	13	$ 801,470	$ 655,956	$ 1,457,427
Parks & Recreation	4	$ 232,264	$ 106,325	$ 338,590
Police Department	21	$ 2,624,563	$ -	$ 2,624,563
Public Works	12	$ 600,932	$ 665,045	$ 1,265,977
Total	**55**	**$ 4,566,333**	**$ 1,599,791**	**$ 6,166,124**

American Rescue Plan Act (ARPA)

The City received its allocation of SLFRF funds in July 2021 and 2022 totaling $34,556,473. During FY 2023-24, following the City Council's direction, the City expended $6,499,824 on Sworn Police Officer Salaries, Client First IT Project Management, ERP Consulting Services, Network Switch Replacement, Essential Worker Stipends, Contract Services-ARPA Administration, Conservation Corps Job Training, Food Insecurity Program, Mental Health Services, Emergency Residential Rental Relief Program, Housing for Homeless, Mobile Health Clinic, Tutoring Initiative Pilot Program, Utility Assistance Program, Enhances Janitorial Services, Emergency Backup Generator Replacement, and more.

FY 2024-25 Budget for the ARPA program is as follows:

- $20,000 – Network Switch Replacement
- $50,000 – Homeless Encampment Removal
- $5,600,000 – Essential Worker Police Department Patrol Salaries

Table 8 reflects the history of the ARPA program, as of March 31, 2025:

TABLE 8
CITY OF SOUTH GATE
ARPA HISTORY
FY 2024-25

ARPA ALLOCATION				**$ 34,556,473**
FY 2021-22 Activity			9,853,022	
FY 2022-23 Activity			3,917,012	
FY 2023-24 Activity			6,499,824	
FY 2024-25 Activity			6,149,613	$ 26,419,471
FY 2025-26 Program Activity				**$ 8,137,002**

Street Lighting and Landscaping Fund

The Street Lighting and Landscaping District assessment provides annual funds for the maintenance and operation of traffic signals, streetlights, median landscaping, street tree trimming, and tree removals and replacements. Each year, the City Council establishes LLMD assessments which provide approximately $1,998,900 in revenue. The revenue is collected through the County Assessor's Office as part of the property tax rolls. However, for numerous annual budget cycles, the fund costs have exceeded the revenue, by upwards of $1,600,000, based on the prior year. Therefore, each year, General Fund monies have been transferred into the Street Lighting and Landscaping fund to subsidize the district.

As a result of Proposition 218 (Prop 218), the City cannot increase the proposed assessments without going through a public ballot process. The City has historically relied on an exemption of Prop 218 (passed in 1997), that allows the renewal of the LLMD assessments, provided the rates are not changed. If the assessment rates are changed, then the balloting requirements under Prop 218 must be fulfilled. Assessments have not changed since 1993 and are currently set at $2.38 per adjusted front footage.

In considering alternatives to address the imbalance of revenue vs. expenditures in this fund, City staff are analyzing options and will return to the City Council for robust discussion and brainstorming during the FY 2025-26 budget development process to identify options to reduce the reliance on the general fund, and how to make the fund whole.

Reclassification of Positions & Adjustments to Position Control

The City strives to pay competitive compensation to its employees, within its financial means, as stated within the Classification Plan. To accomplish this goal, the City Manager, functioning as the City's personnel officer, makes periodic reviews of the positions that are necessary for the efficient operation of the City, and makes necessary recommendations for personnel adjustments in a Classification Plan.

Staff has reviewed positions within Administrative Services and has identified two Business License Clerk positions, with two incumbents currently filling those positions, that require reclassification to Administrative Services Clerk positions for the efficient operation of the department. The reclassification of these positions has been accepted by the bargaining group and the incumbents. There is no fiscal impact, as the salary ranges for the existing positions and the new positions are identical.

Staff is presenting the following mid-year position reclassifications for City Council's consideration to amend the FY 2024-25 Budget and Position Control.

TABLE 9
RECLASSIFICATION OF POSITIONS & ADJUSTMENTS TO POSITION CONTROL
FY 2024-25

Department	Current Position	Proposed Position	Fiscal Impact
Administrative Services	Business License Clerk	Administrative Services Clerk	$0
Administrative Services	Business License Clerk	Administrative Services Clerk	$0

FISCAL IMPACT:

These adjustments will serve to keep the General Fund in line with the estimated year-end actual results. The overall fiscal impact is a decrease to the General Fund Balance of $4,745,459. During the remainder of the fiscal year, if any material deficiencies arise, they will be brought forward to the City Council for adjustment.

ATTACHMENTS:

1. FY 2024-25 Mid-Year Revenue Adjustments
2. FY 2024-25 Mid-Year Expenditure Adjustments
3. Capital Improvement Program (CIP) FY 2024-25 Continuing Appropriations
4. Salary Savings Schedule
5. Resolution

City of South Gate
Proposed Mid-Year Revenue Adjustments
FY 2024-25

Funding Source	Type	Adopted Budget	Revenue Adjustments	Adjusted Budget	Comment
General Fund	Property Taxes	$ 17,717,936	$ 421,135	$ 18,139,071	Increase in Property Tax - CY Secured $112K, VFL In-Lieu $94K and AB X1 26 Residual $203K from adopted budget.
General Fund	State Sales Tax	$ 14,635,000	$ (785,260)	$ 13,849,740	State Sales Tax revenue decrease of $785K based on projection from the City's sales tax consultant, HDL.
General Fund	Local Sales Tax	$ 14,468,000	$ (365,000)	$ 14,103,000	Local Sales Tax revenue decrease of $365K based on projection from the City's sales tax consultant, HDL.
General Fund	Other Taxes	$ 5,800,000	$ 141,360	$ 5,941,360	Franchise Tax revenues are projected to increase by $250K more than adopted budget.
General Fund	Licenses & Permits	$ 1,716,800	$ (124,267)	$ 1,592,533	Public Works and Transfer Station permit fees are projected to decrease by $71K and $47K respectively from adopted budget.
General Fund	Fines & Forfeitures	$ 1,427,697	$ 131,571	$ 1,559,268	Parking Citations are projected to increase by $98K from adopted budget.
General Fund	Use of Money & Property	$ 2,536,928	$ (140,560)	$ 2,396,368	Interest Earnings are projected to increase by $275K and Lease Payment is projected to decrease by $427K from adopted budget.
General Fund	Intergovernmental	$ 154,600	$ 610,697	$ 765,297	Recording revenue of $568K for CA for All Youth Workforce Grant.
General Fund	Fees & Charges	$ 3,305,300	$ (126,083)	$ 3,179,217	Increase in projected General Plan fees of $65K offset by projected decrease in ADU reviews $130K and Aquatics fees $105K.
General Fund	Other Revenues	$ 4,892,740	$ 1,256,943	$ 6,149,683	One-time settlement payment of $499,931 from Surety as part of Hollydale Park Renovation Project settlement. Reimbursement from City of Downey of $676,524 for their share of Garfield Ave Complete Streets Project.
		$ 66,655,001	**$ 1,020,536**	**$ 67,675,537**	

Attachment 1

15

City of South Gate
Proposed Mid-Year Expenditure Adjustments
FY 2024-25

Department	Funding Source	Division Name	Account Number	Account Name	Adopted Budget	Budget Amendment Request	Adjusted Budget	Comment
Administrative Services	General Fund	Admin/Accounting/ Business License	100-3XX-12-5XXX	Salaries & Benefits	$ 307,103	$ (307,103)	$ -	Vacancies: (1) Business License Inspector (1) Deputy Director Finance (1) Senior Accountant (1) Senior Financial Analyst
Parks & Recreation	General Fund	Aquatics	100-415-61-6101	Professional Services	$ 20,000	$ 130,856	$ 150,856	Pool Jacuzzi needs repair of $5.8K. Public Works allocation request. Contractor provided estimate of $125K and they are ready to do the work as soon as PO is issued. Work can be completed before 6/30/25.
Parks & Recreation	General Fund	Aquatics	100-415-61-6202	Special Dept. Supplies	$ 82,000	$ 30,000	$ 112,000	Due to a significant increase in bather load and the recent addition of a CO_2 tank for water treatment, the cost of pool chemical supplies has risen considerably. The requested funds are needed to accommodate these rising operational costs and to ensure continued water quality and safety at aquatic facilities. New request is $30K.
Parks & Recreation	General Fund	Grounds Maintenance	100-460-61-6646	Urban Orch Park Bulky Items/Strike Team	$ -	$ 568,497	$ 568,497	California For All Grant funds. FY '24 Balance carried over to FY 25. Grant agreement #JP2003 Amend#2 extended to Sept 2024.
Parks & Recreation	General Fund	Administration /Sports Center	100-4XX-61-5XXX	Salaries & Benefits	$ 232,264	$ (232,264)	$ -	Vacancies: (2) Recreation Coordinators (1) Recreation Marketing Coordinator
Police Department	General Fund	Patrol	100-502-21-9005	Machinery & Equipment	$ -	$ 9,372	$ 9,372	K-9 purchase should have been covered with $15K donation check deposited to GF. Acct 100-502-21-9005 was created for this purchase.
Police Department	General Fund	Traffic Safety	100-505-21-6109	Crossing Guard Program	$ 715,849	$ 13,360	$ 729,209	Invoices totaling $16,504 belong to PO 8133 and should have been charged in FY 23/24, but were charged in FY 24/25 from PO 8816.
Police Department	General Fund	Administration/Patrol/Traffic & Safety/Detective Bureau/Jail Maintenance/Dispatch/Police IT	100-5XX-21-5XXX	Salaries & Benefits	$ 2,624,563	$ (2,624,563)	$ -	Vacancies: (1) Intermediate Account Clerk (1) Civilian Custody Officer (1) Community Service Officer (2) Crime Scene Forensic Specialist (9) Police Officers (3) Police Officer - Special Assignment (2) Police Dispatcher (1) Senior Administrative Analyst (1) Technical Services Manager
Community Development	General Fund	Inspections	100-602-42-6101	Professional Services	$ 315,000	$ 42,032	$ 357,032	Anticipated invoices for Building & Safety Plan Check - True North and Melad & Associates. These PO's are open for these two vendors. Solar App grant for $15,000 for project management.
Community Development	General Fund	Planning	100-603-41-6101	Professional Services	$ 70,000	$ 632,708	$ 702,708	Outstanding invoices for Willdan $4,000, Interwest $14,500 and Telecom $2,700. Anticipated invoices from Ecotierra $50,000, DeNovo $100,000 and Kimley Horn $100,000. Planning RFP for consulting services for planning future transit centers, corridors, and amending industrial uses that will eventually be charged to planning professional services. We are finalizing our selection of a consultant, but we anticipate the cost of additional $350K.
Community Development	General Fund	EPA Grant Projects	100-622-49-6101	Professional Services	$ -	$ 347,254	$ 347,254	Multi year EPA Grant 2022 to 2025 for $500,000. This request is offset by grant revenue of the same amount. Anticipated invoices of $347K are for SCS Engineers PO 0008349 and Craig Communications PO 0014159.
Community Development	General Fund	Administration/Code Enforcement/Housing/Inspections	100-6XX-XX-5XXX	Salaries & Benefits	$ 801,470	$ (801,470)	$ -	Vacancies: (2) Community Development Tech II (1) Code Enforcement Officer (1) Code Enforcement Supervisor (2) Management Analyst (1) Senior Secretary (1) Director of Community Services

Attachment 2

City of South Gate
Proposed Mid-Year Expenditure Adjustments
FY 2024-25

Department	Funding Source	Division Name	Account Number	Account Name	Adopted Budget	Budget Amendment Request	Adjusted Budget	Comment
Public Works	General Fund	Admin/Engineering	100-701-31-6101	Professional Services	$ 100,000	$ 228,000	$ 328,000	Additional appropriation of $100K for as-needed engineering services for the following vendors: Willdan, Interwest, NV5 Inc and SA Associates. Contract approved-CC meeting of 10/22/24, AB #8. Projected as-needed CIP contract services, pending invoices and change order for PO 8125 to be partially offset by developer project fees $100K. SCE project inspection services $28K.
Public Works	General Fund	General Maintenance	100-710-12-6306	Events & Meetings	$ 6,000	$ 3,000	$ 9,000	To carry us through year-end, we are requesting an additional $3,000. We have a quarterly meeting scheduled for this week that requires immediate purchases, and Public Works Week takes place at the end of May, which will include catering and other associated expenses including Earth Day.
Public Works	General Fund	General Maintenance	100-710-12-6309	Fees & Charges	$ 700	$ 2,000	$ 2,700	Projected expenditures are based on the average monthly spending over the past eight months, with expectations to maintain consistent levels through the fiscal year end.
Public Works	General Fund	General Maintenance	100-710-12-6702	Facility Maintenance	$ 632,005	$ 44,551	$ 676,556	Purchase Order 8549 - Installation of Security Access System Device / City Hall Administration. The purchase order is valid. Expenditure status report shows that sufficient funds are available. Completion of invoicing is pending. Request is for $7,049. Air Duct Cleaning - delay in the development of the RFP and confirm that all stakeholders input was received. This activity has taken longer than anticipated. Request is for $37,502.
Public Works	General Fund	Graffiti Abatement	100-712-31-6202	Special Dept. Supplies	$ 54,500	$ 30,000	$ 84,500	The current inventory of supplies dedicated to graffiti abatement is no longer sufficient to meet the increasing demand for rapid removal services. Additional funding of $30K is requested to replenish these materials and maintain the program's responsiveness and effectiveness in addressing community concerns.
Public Works	General Fund	Administration/ General Maintenance	100-7XX-XX-5XXX	Salaries & Benefits	$ 600,932	$ (600,932)	$ -	Vacancies: (1) Assistant Engineer (1) Equipment Operator (2) Principal Engineer (1) Senior Public Works Management Analyst
Non-Dept	General Fund	Non-Dept	100-900-12-7999	Transfers Out	$ 2,138,501	$ 968,000	$ 3,106,501	$1,268,000 for City Hall HVAC Replacement partially offset it by reduction of $300,000 from Transfers Out.
Public Works	Gas Tax	Street Maintenance	212-713-31-6101	Professional Services	$ 433,942	$ 465,155	$ 899,097	The newly constructed medians on Long Beach Blvd. and Garfield Ave. will require ongoing maintenance. The total request is $456,383; 50% in Gas Tax and 50% in Measure R. Scanning, digitizing and indexing files. The request for Gas Tax is $15K. Citywide special request for tree trimming, pruning trees and stump removal under a Priority 1, 2, 3 System under United Pacific Services (UPS) current contract. The request is for $193,612.50. Purchase Order 7938 - Reprogram funds to Mariposa Landscape to perform citywide street median landscape vegetation restoration. The total request is for $28,351 from 212-713-31-6101.
Public Works	Gas Tax	Street Maintenance	212-713-31-5XXX	Salaries & Benefits	$ 123,577	$ (123,577)	$ -	Vacancies: (1) Electrician II (1) Street Maintenance Worker
Public Works	Street Sweeping	Street Sweeping	214-730-31-6309	Fees & Charges	$ 1,073	$ 1,122	$ 2,195	Projected expenditures are based on the average monthly spending over the past eight months, with expectations to maintain consistent levels through the fiscal year end. This is for the service provided by Golden State Water for billing and collection services.
Public Works	Measure W	Stormwater	217-727-57-6304	Membership & Dues	$ 116,000	$ 42,369	$ 158,369	Cover participation in the LA River Watershed for NPDES/MS4 Permit overages.

City of South Gate
Proposed Mid-Year Expenditure Adjustments
FY 2024-25

Department	Funding Source	Division Name	Account Number	Account Name	Adopted Budget	Budget Amendment Request	Adjusted Budget	Comment
Public Works	Used Oil	Used Oil Recycling Grant	218-720-54-6101	Professional Services	$ 14,367	$ 3,867	$ 18,234	Inspection program and industrial waste permit
Public Works	Used Oil	Used Oil Recycling Grant	218-720-54-6608	Used Oil Recycling Grant	$ -	$ 2,262	$ 2,262	To cover shortage and projected expenditures
Public Works	Beverage Container	Beverage Container Recycling	219-722-56-6101	Professional Services	$ 23,935	$ 2,437	$ 26,372	Manage beverage container recycling program
Parks & Recreation	Prop A	Transportation	221-480-33-9400	Street/Infrastructure Improvements	$ -	$ 100,000	$ 100,000	Purchase Trash Bins for METRO Bus Stops
Parks & Recreation	Prop A	Transportation	221-480-33-5XXX	Salaries & Benefits	$ 106,325	$ (106,325)	$ -	Vacancies: (1) Transportation Planning Manager
Public Works	Measure R	Transportation	224-780-31-6101	Professional Services	$ 767,843	$ 381,853	$ 1,149,696	The newly constructed medians on Long Beach Blvd. and Garfield Ave. will require ongoing maintenance. The total request is $456,383K; 50% in Gas Tax and 50% in Measure R. Purchase Order 7938 - Reprogram funds to Mariposa Landscape to perform citywide street median landscape vegetation restoration. The total request is $3,661.00 from 224-780-31-6101 . Landscape District Assessment Study $150K.
Public Works	Measure R	Transportation	224-780-31-6310	Rents & Leases	$ 30,000	$ 15,990	$ 45,990	To cover shortage and projected expenditures
Public Works	Measure R	Transportation	224-780-31-6703	Facility Special Repair & Maintenance	$ 57,500	$ 21,781	$ 79,281	Purchase Order 8167 - Contract services for as-needed emergency planned work and routine work. The total is $43,562; 50% in Measure R and 50% in Measure M.
Public Works	Measure R	Transportation	224-780-31-9400	Street/Infrastructure Improvements	$ 30,000	$ 3,076	$ 33,076	To cover shortage and projected expenditures
Public Works	Measure M	Transportation	225-780-31-6703	Facility Special Repair & Maintenance	$ 32,500	$ 21,781	$ 54,281	Purchase Order 8167 - Contract services for as-needed emergency planned work and routine work. The total is $43,562; 50% in Measure M and 50% in Measure R.
Public Works	Measure M	Transportation	225-780-31-5XXX	Salaries & Benefits	$ 43,240	$ (43,240)	$ -	Vacancies: (1) Equipment Operator
Police Department	State Community & Corrections Grant	BSCC Grant	233-565-21-6204	Small Tools & Equipment	$ -	$ 10,449	$ 10,449	Expenses covered with Employee Wellness Grant, expense is a yearly fee.
Police Department	State Community & Corrections Grant	BSCC Grant	233-565-21-6340	Training	$ -	$ 125	$ 125	Expenses covered with Employee Wellness Grant, one time expense.
Police Department	Asset Forfeiture	Asset Forfeiture	235-570-21-9003	Auto/Rolling Stock	$ 185,076	$ 355,818	$ 540,894	Projection is based on avg. of prev 4 FY. PD has requested a carry over of balance from FY 2024 to FY 2025. Current balance from FY 2024 is $355,817.73.
Police Department	Asset Forfeiture	Asset Forfeiture	235-570-21-9005	Machinery & Equipment	$ 23,000	$ 15,866	$ 38,866	Estimate is based on pattern of use this FY. Current balance from FY 2024 is $15,866
Police Department	Asset Forfeiture	Asset Forfeiture	235-570-21-9006	Computer Equipment & Software	$ 75,000	$ 101,755	$ 176,755	Projection is based on avg. of prev 3 years. Current balance from FY 2024 is $101,755.
Community Development	Housing Authority	Housing	241-630-43-6101	Professional Services	$ 25,157	$ 2,381	$ 27,538	BDO provides accounting services for Housing Authority, PO 7226 and Willdan provides Inspection Services, PO 8947.
Community Development	Housing Authority	Housing	241-630-43-5XXX	Salaries & Benefits	$ 497,663	$ (497,663)	$ -	Vacancies: (1) Clerical Assistant (2) Housing Inspector (2) Housing Specialist (1) Management Analyst (1) Senior Secretary (1) Director of Community Service
Community Development	HOME	Administration	242-601-43-6101	Professional Services	$ 6,000	$ 36,278	$ 42,278	Avant Garde provides as-needed services for HOME Admin and HOME-ARP under PO 7050, PO 7699 and PO 8827.
Community Development	HOME	Housing Authority CARES Funds	242-640-43-6101	Professional Services	$ -	$ 201,076	$ 201,076	Avant Garde provides as-needed CDBG Admin and CDBG-CV services. Invoices to be applied to PO 7802 and PO 8827.

City of South Gate
Proposed Mid-Year Expenditure Adjustments
FY 2024-25

Department	Funding Source	Division Name	Account Number	Account Name	Adopted Budget	Budget Amendment Request	Adjusted Budget	Comment
Community Development	CDBG	Administration	243-601-43-6101	Professional Services	$ 170,000	$ 55,610	$ 225,610	Avant Garde provides as-needed CDBG Admin. Invoices to be applied to PO 7050 and PO 8827.
Community Development	CDBG	Home Program Delivery Cost	243-605-43-6101	Professional Services	$ -	$ 28,769	$ 28,769	CDBG Home Program Delivery has about $28K in outstanding invoices. Invoices to be applied to PO 8827.
Community Development	CDBG	CDBG COVID-19 Funds	243-607-43-6101	Professional Services	$ -	$ 6,200	$ 6,200	Avant Garde provides as-needed CDBG-CV professional services. Invoices to be applied to PO 8827.
Community Development	CDBG	CDBG COVID-19 Funds	243-607-43-6626	So Cal Rehab Services	$ -	$ 171,639	$ 171,639	So Cal Rehab provides home modification program for eligible applicants. Invoices to be applied to PO 9016.
Community Development	CDBG	CDBG Projects	243-634-29-6622	Family Violence Prevention	$ 24,010	$ 17,570	$ 41,580	Violeta Gonzalez provides contract services under this program. Invoices to be applied to PO 9041.
Community Development	CDBG	CDBG Projects	243-634-49-6648	Neighborhood Revitalization Grant	$ -	$ 45,329	$ 45,329	Avant Garde provides professional services under CDBG Neighborhood Revitalization Grant. Invoices to be applied to PO 8827.
Community Development	CDBG	CDBG Projects	243-601-43-5XXX	Salaries & Benefits	$ 131,680	$ (131,680)	$ -	Vacancies: (2) Housing Inspector (1) Management Analyst (1) Senior Secretary (1) Director of Community Services
Public Works	Street Lighting & Landscaping	Street Lighting & Landscaping	251-714-25-6101	Professional Services	$ 1,267,470	$ 24,500	$ 1,291,970	For engineering assessment report $9K General engineering services $15,500
Public Works	Street Lighting & Landscaping	Street Lighting & Landscaping	251-714-25-5XXX	Salaries & Benefits	$ 204,204	$ (204,204)	$ -	Vacancies: (1) Electrician I (1) Electrician II (1) Journey Electrician
Community Development	Federal & State Grants	Cal-HOME Grant	261-638-40-6603	Affordable Housing	$ -	$ 705	$ 705	Cal Grant funding of $5M approved on CC Meeting 05/14/24, AB #3. Anticipated invoices of $705 for the rest of the year.
Community Development	WSAB TOD SIP	Planning	264-603-41-6101	Professional Services	$ -	$ 159,658	$ 159,658	RSG provides professional services for West Santa Ana Branch TOP SIP. Invoices to be applied to PO 7442.
Non-Dept	ARPA	Technology Master Plan	268-310-12-6101	Professional Services	$ -	$ 48,804	$ 48,804	IT & ERP consulting services.
Non-Dept	ARPA	Technology Master Plan	268-310-12-9006	Computer Equipment & Software	$ -	$ 617,379	$ 617,379	Network Switches Replacement, IT Automation Tools, Virtual Server Migration.
Non-Dept	ARPA	Non-Dept	268-900-12-6101	Professional Services	$ 50,000	$ 50,430	$ 100,430	Program Administration, Homeless Encampment, Job Training
Non-Dept	ARPA	Non-Dept	268-900-12-6657	Food Insecurity Program - Northgate Mkt	$ -	$ 157,515	$ 157,515	Food Insecurity Program
Non-Dept	ARPA	Non-Dept	268-900-12-6681	Mental Health Services	$ -	$ 473,279	$ 473,279	Mental Health Services
Non-Dept	ARPA	Non-Dept	268-900-12-6682	Emergency Resident Rental Relief Program	$ -	$ 3,861	$ 3,861	Emergency Rental Relief Program
Non-Dept	ARPA	Non-Dept	268-900-12-6683	Small Business Assistance Grants	$ -	$ 55,800	$ 55,800	Small Business Assistance Grants
Non-Dept	ARPA	Non-Dept	268-900-12-6684	Housing for Homeless	$ -	$ 34,111	$ 34,111	Housing for Homeless
Non-Dept	ARPA	Non-Dept	268-900-12-6685	Homeless Outreach Program	$ -	$ 32,000	$ 32,000	Homeless Outreach Program
Non-Dept	ARPA	Non-Dept	268-900-12-6688	Mobile Health Clinics	$ -	$ 108,333	$ 108,333	Mobile Health Clinics
Non-Dept	ARPA	Non-Dept	268-900-12-6693	Hub Cities Grant for Permit Fees	$ -	$ 28,038	$ 28,038	Hub Cities Grant for Permit Fees
Non-Dept	ARPA	Non-Dept	268-900-12-6695	Shop Local Gift Cards Program	$ -	$ 12,080	$ 12,080	Shop Local Gift Cards Program
Non-Dept	ARPA	Non-Dept	268-900-12-6696	Local Hazard Mit (LHMP) & Emer Oper Plan	$ -	$ 100,303	$ 100,303	Local Hazard Mit (LHMP) & Emer Oper Plan
Non-Dept	ARPA	Non-Dept	268-900-12-6697	Utility Assistance Program	$ -	$ 381,908	$ 381,908	Utility Assistance Program
Non-Dept	ARPA	Non-Dept	268-900-12-7999	Transfers Out	$ -	$ 3,185,817	$ 3,185,817	Sewer System Relining Project

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City of South Gate
Proposed Mid-Year Expenditure Adjustments
FY 2024-25

Department	Funding Source	Division Name	Account Number	Account Name	Adopted Budget	Budget Amendment Request	Adjusted Budget	Comment
Non-Dept	ARPA	Non-Dept	268-900-12-9006	Computer Equipment & Software	$ 20,000	$ 60,713	$ 80,713	Core Network Equipment
Public Works	Water Fund	Water Operations	411-731-71-6101	Professional Services	$ 1,344,972	$ 121,630	$ 1,466,602	Scanning, digitizing and indexing files. The total request is $120K. Purchase Order 7938 - Reprogram funds to Mariposa Landscape to perform citywide street median landscape vegetation restoration. The total request is $1,630.15 from 411-731-71-6101.
Public Works	Water Fund	Water Operations	411-731-71-6309	Fees & Charges	$ 119,302	$ 5,386	$ 124,688	MJRP Permit Fees - $20,000
Public Works	Water Fund	Water Operations	411-731-71-6313	Water District Purchases & Fees	$ 3,403,400	$ 296,600	$ 3,700,000	Projected estimate based on prior year pumping and WRD RA cost increases. Estimated pumping for the year is 8,000 AF.
Public Works	Water Fund	Water Operations	411-731-71-6730	Software Maintenance	$ 33,618	$ 16,979	$ 50,597	Purchase Order 8504 - Temetra Cloud Based Meter Reading. To fund the meter reading software upgrade. The request is for $16,978.50.
Public Works	Water Fund	Water Operations	411-731-71-9003	Auto/Rolling Stock	$ 355,000	$ 729,498	$ 1,084,498	Purchase Order 7907 - Purchase of a Wet/Dry Hydro Excavator for the Water Division. The Hydro Vac Truck was ordered in 2023 and is a 2.5 year build. Delivery is expected towards fiscal year-end.
Public Works	Water Fund	Water Operations	411-731-71-5XXX	Salaries & Benefits	$ 294,025	$ (294,025)	$ -	Vacancies: (1) Customer Service Manager (1) Water Distribution Operator I (1) Water Distribution Operator III
Public Works	Sewer Fund	Sewer Maintenance	412-732-52-6101	Professional Services	$ 570,190	$ 24,458	$ 594,648	Purchase Order 8025 -The City's Sanitary Sewer Management Plan (SSMP) requires annual CCTV inspections.
Administrative Services	Refuse Fund	Customer Service	413-304-12-6101	Professional Services	$ -	$ 29,732	$ 29,732	To pay for outstanding POs
Administrative Services	Refuse Fund	Customer Service	413-304-12-5XXX	Salaries & Benefits	$ 12,967	$ (12,967)	$ -	Vacancies: (1) Budget and Finance Manager
Human Resources	Insurance	Risk Management	511-220-12-6352	Unem. Ins. Payments	$ 28,000	$ 21,135	$ 49,135	Unemployment claims increased this fiscal year for average $6k per qtr., to $12k, causing a shortfall of $21,135.
Public Works	Fleet Management	Fleet Management	521-750-12-6205	Equipment Parts & Supplies	$ 170,000	$ 62,000	$ 232,000	Projected expenditures are based on the average monthly spending over the past eight months, with expectations to maintain consistent levels through the fiscal year end. The request is for a total of $62K.
Public Works	Fleet Management	Fleet Management	521-750-12-6206	Fuel	$ 475,000	$ 130,000	$ 605,000	Projected expenditures are based on the average monthly spending over the past eight months, with expectations to maintain consistent levels through the fiscal year end. The request is for a total of $130K.
Public Works	Fleet Management	Fleet Management	521-750-12-6309	Fees & Charges	$ -	$ 17,344	$ 17,344	Our projected expenditures are based on the average monthly spending over the past eight months, with expectations to maintain consistent levels through the fiscal year end. This account has been used to charge AQMD Permits.
Public Works	Fleet Management	Fleet Management	521-750-12-6340	Training	$ 5,000	$ 5,000	$ 10,000	Purchase Order 8010 - Class B drivers license training for one Fleet employee.
Administrative Services	CAER	General Maintenance	523-710-12-9003	Auto/Rolling Stock	$ -	$ 484,438	$ 484,438	Purchase Order 7375 - Truck production and delivery is delayed due to lack of available chassis. Purchase Order 7691 - Boom Truck for Electrical Division, Replacement of Unit 638. Truck production and delivery were delayed due to lack of available chassis.
Administrative Services	CAER	Street Maintenance	523-713-31-9003	Auto/Rolling Stock	$ 430,458	$ 148,480	$ 578,938	Purchase Order 7594 - Truck production and delivery is delayed due to lack of available chassis.
Community Development	Successor Agency	Redevelopment	611-660-43-6101	Professional Services	$ 36,082	$ 127,679	$ 163,761	RSG provides professional services for ROPS Admin and LRPMP property. Invoices to be applied to PO 7384, and PO 7394.
					TOTAL:	**$ 6,935,768**		

City of South Gate
Proposed Mid-Year CIP Adjustments
FY 2024-25

Project Account No.	Project Name	FY 2025	100 General	212 Gas Tax	213 TDA3	215 SB 1	217 Measure W	220 Road Mitigation	221 Prop A Transit	222 Prop C Transit	223 AQMD	224 Measure R
311-790-31-9219	Atlantic Avenue Parking Modifications	30,000	-	-	-	-	-	-	-	30,000	-	-
311-790-31-9408	I-710 Interchange Phase IV	8,341,686	-	-	-	-	-	-	-	14,505	-	-
311-790-31-9433	Garfield/Imperial Street Improvements	1,986,652	-	-	-	-	-	-	-	693,427	-	-
311-790-31-9447	Firestone Blvd Median Island Alameda/LA	409,190	-	33,000	-	-	-	-	-	35,000	-	198,448
311-790-31-9457	Firestone/Otis Widening & Imp Hwy Median	94,475	-	-	-	-	-	-	-	-	-	-
311-790-31-9458	Firestone/Atlantic-Railroad Upgrades	251,023	251,023	-	-	-	-	-	-	-	-	-
311-790-31-9473	Thermoplastic Striping Streets Citywide	108,963	-	-	-	-	-	-	-	78,963	-	-
311-790-31-9474	Replacement of Damaged TS Poles	120,972	-	-	-	-	-	-	-	120,972	-	-
311-790-31-9476	San Gabriel Avenue Safety Study	30,000	-	-	-	-	-	-	-	-	-	30,000
311-790-31-9493	Compr Safety Action & Local Rdwy Saf Pln	10,000	-	-	-	-	-	-	-	10,000	-	-
311-790-31-9540	Storm Water Infiltration Wells Imp.	94,983	14,600	-	-	-	42,654	-	-	-	-	-
311-790-31-9547	WSAB LRT Stations FL Mile Bikeway Safety	450,000	-	-	100,000	-	-	-	-	350,000	-	-
311-790-31-9564	Garfield Ave Median Improvements	1,139,692	676,524	-	74,192	-	-	-	-	152,053	-	-
311-790-31-9565	Long Beach Pedestrian Improvements	2,874,106	-	6,399	53,936	-	-	1,080,000	-	1,141,800	-	13,380
311-790-31-9572	Chakemo Improvements - Atlantic-Legacy	488,224	-	75,000	-	-	75,000	-	-	-	-	-
311-790-31-9582	Citywide Residential Resurfacing, Ph-I	230,993	-	-	-	-	-	-	-	-	-	147,000
311-790-31-9583	Citywide Residential Resurfacing, Ph-II	62,881	-	-	-	-	-	-	-	-	-	51,357
311-790-31-9584	Alameda Street Complete Streets	112,234	-	-	-	-	-	-	-	-	-	112,234
311-790-31-9585	Tweedy Mile Complete Streets	7,217,081	-	184,999	-	1,202,000	(75,000)	-	-	1,085,082	-	200,000
311-790-31-9586	Citywide Residential Resurfacing Ph-III	42,070	-	-	-	(94,974)	-	-	-	-	-	-
311-790-31-9587	LA County Bridge Maintenance	392,743	-	-	-	-	-	-	-	392,743	-	-
311-790-31-9588	WSAB Light Rail	544,855	-	-	-	-	-	-	-	494,855	-	-
311-790-31-9598	Citywide Residential Resurfacing Ph-IV	2,295,250	-	800,000	-	1,174,358	-	-	-	-	-	-
311-790-31-9599	Tweedy Mile Complete Streets - Phase II	715,672	-	-	-	225,000	-	-	-	300,000	-	-
311-790-31-9606	Uncontrolled Marked School/Ped Crosswalk	10,000	-	-	-	-	-	-	-	10,000	-	-
311-790-39-9114	PD Fueling Station & Air Compressor Repl	24,011	-	-	-	-	-	-	-	-	-	-
311-790-39-9456	Systematic Safety Analysis Report (HSIP)	15,545	-	-	-	-	-	-	-	-	-	5,537
311-790-39-9463	Citywide LED Street Light Conversion	140,375	-	-	-	-	-	-	-	-	-	-
311-790-39-9471	Tweedy Blvd TS Synchronization	216,417	-	-	-	-	-	654,474	-	47,124	-	-
311-790-39-9477	The Circle Park Driveway	15,718	15,718	-	-	-	-	-	-	-	-	-
311-790-39-9480	Citywide Sidewalk Improvements Ph-VIII	453,862	-	-	-	453,862	-	-	-	-	-	-
311-790-39-9481	Citywide Sidewalk Improvements, Phase IX	5,187	-	-	-	5,187	-	-	-	-	-	-
311-790-39-9483	Citywide Parking Study Implementation	100,000	-	-	-	-	-	-	-	-	-	100,000
311-790-39-9491	Streetlight Wire Theft Prevention	(21,057)	-	-	-	-	-	-	-	-	-	(21,057)
311-790-39-9589	Tweedy Mile Uncontrolled Crosswalks	347,076	-	-	-	100,000	-	-	-	-	-	-
311-790-39-9590	Improvements at 7 Intersections	54,113	-	-	-	-	-	-	-	-	-	-
311-790-39-9591	Uncontrolled Crosswalks (4-Intersections)	250,000	-	-	-	-	-	-	-	-	-	-
311-790-49-9118	Facilities Security System Improvements	263,980	-	-	-	-	-	-	-	-	-	-
311-790-49-9911	Warehouse Office Construction at PW Yard	(2,314)	-	-	-	-	-	-	-	-	-	-
311-790-49-9912	ADA Transition Plan Implementation Ph-I	69,987	69,987	-	-	-	-	-	-	-	-	-
311-790-49-9914	Electric Vehicle Charging Stations	56,291	-	-	-	-	-	-	-	-	-	-
311-790-49-9915	HVAC System SGP Sport Center Complex	1,285,706	-	-	-	-	-	-	-	-	-	-
311-790-49-9920	Building Seismic Retrofit Assessment	75,000	-	-	-	-	-	-	-	-	-	-
311-790-49-9921	Emergency Back-up Generator Replacement	1,670,766	-	-	-	-	-	-	-	-	-	-
311-790-61-9211	SGP Fence Replacement	951,629	-	-	-	-	-	-	-	-	-	-
311-790-61-9212	South Gate & Cesar Chavez Park-Restrooms	8,893	8,893	-	-	-	-	-	-	-	-	-
311-790-61-9214	Urban Orchard	8,536,071	-	-	-	-	181,971	-	-	-	-	-
311-790-61-9216	Girls Club House Renovation	1,700,000	-	-	-	-	-	-	-	-	-	-
311-790-61-9217	Circle Park Renovation Project	4,681,442	28,026	-	-	-	-	-	3,400,000	-	-	-
311-790-61-9220	Hollydale Community Park Renovation	1,328,037	-	5,000	-	-	-	-	-	-	-	-
311-790-61-9484	SG Park Auditorium Roof Restoration/Repl	61,401	-	-	-	-	-	-	-	-	-	-
311-790-61-9485	SG Park Boy Scout Huts Roof Restoration	339,981	-	-	-	-	-	-	-	-	-	-
311-790-61-9913	Locker Rooms Renovation Project	122,690	-	-	-	-	-	-	-	-	-	-
311-790-69-9424	Seaborg Building Relocation	122,470	-	-	-	-	-	-	-	-	-	-
	CIP Funds (Sub-Total):	50,927,020	1,064,770	1,104,398	228,128	3,065,433	224,625	1,734,474	3,400,000	4,956,523	-	836,900

Attachment 3

City of South Gate
Proposed Mid-Year CIP Adjustments
FY 2024-25

Project Account No.	Project Name	FY 2025	225 Measure M	235 Asset Seizure	243 CDBG	261 Fed & State Grants	268 ARPA	271 Park Enhance	311 CIP	411 Water	412 Sewer	521 Fleet	524 Bldg & Infr Maint
311-790-31-9219	Atlantic Avenue Parking Modifications	30,000	-	-	-	-	-	-	-	-	-	-	-
311-790-31-9408	I-710 Interchange Phase IV	8,341,686	-	-	-	8,327,182	-	-	-	-	-	-	-
311-790-31-9433	Garfield/Imperial Street Improvements	1,986,652	-	-	-	1,193,225	-	-	-	100,000	-	-	-
311-790-31-9447	Firestone Blvd Median Island Alameda/LA	409,190	-	-	-	122,741	-	-	-	20,000	-	-	-
311-790-31-9457	Firestone/Otis Widening & Imp Hwy Median	94,475	-	-	-	(15,526)	-	-	-	110,000	-	-	-
311-790-31-9458	Firestone/Atlantic-Railroad Upgrades	251,023	-	-	-	-	-	-	-	-	-	-	-
311-790-31-9473	Thermoplastic Striping Streets Citywide	108,963	30,000	-	-	-	-	-	-	-	-	-	-
311-790-31-9474	Replacement of Damaged TS Poles	120,972	-	-	-	-	-	-	-	-	-	-	-
311-790-31-9476	San Gabriel Avenue Safety Study	30,000	-	-	-	-	-	-	-	-	-	-	-
311-790-31-9493	Compr Safety Action & Local Rdwy Saf Pln	10,000	-	-	-	-	-	-	-	-	-	-	-
311-790-31-9540	Storm Water Infiltration Wells Imp.	94,983	-	-	-	37,729	-	-	-	-	-	-	-
311-790-31-9547	WSAB LRT Stations FL Mile Bikeway Safety	450,000	-	-	-	-	-	-	-	-	-	-	-
311-790-31-9564	Garfield Ave Median Improvements	1,139,692	74,840	-	-	162,084	-	-	-	-	-	-	-
311-790-31-9565	Long Beach Pedestrian Improvements	2,874,106	-	-	-	578,591	-	-	-	-	-	-	-
311-790-31-9572	Chakemo Improvements - Atlantic-Legacy	488,224	-	-	-	232,236	-	-	-	105,988	-	-	-
311-790-31-9582	Citywide Residential Resurfacing, Ph-I	230,993	83,993	-	-	-	-	-	-	-	-	-	-
311-790-31-9583	Citywide Residential Resurfacing, Ph-II	62,881	11,524	-	-	-	-	-	-	-	-	-	-
311-790-31-9584	Alameda Street Complete Streets	112,234	-	-	-	-	-	-	-	-	-	-	-
311-790-31-9585	Tweedy Mile Complete Streets	7,217,081	-	-	-	4,620,000	-	-	-	-	-	-	-
311-790-31-9586	Citywide Residential Resurfacing Ph-III	42,070	137,044	-	-	-	-	-	-	-	-	-	-
311-790-31-9587	LA County Bridge Maintenance	392,743	-	-	-	-	-	-	-	-	-	-	-
311-790-31-9588	WSAB Light Rail	544,855	50,000	-	-	-	-	-	-	-	-	-	-
311-790-31-9598	Citywide Residential Resurfacing Ph-IV	2,295,250	20,817	-	-	-	-	-	-	250,000	-	50,075	-
311-790-31-9599	Tweedy Mile Complete Streets - Phase II	715,672	190,672	-	-	-	-	-	-	-	-	-	-
311-790-31-9606	Uncontrolled Marked School/Ped Crosswalk	10,000	-	-	-	-	-	-	-	-	-	-	-
311-790-39-9114	PD Fueling Station & Air Compressor Repl	24,011	-	-	-	-	-	-	-	-	-	-	24,011
311-790-39-9456	Systematic Safety Analysis Report (HSIP)	15,545	-	-	-	10,008	-	-	-	-	-	-	-
311-790-39-9463	Citywide LED Street Light Conversion	140,375	-	-	-	140,375	-	-	-	-	-	-	-
311-790-39-9471	Tweedy Blvd TS Synchronization	216,417	-	-	-	(485,181)	-	-	-	-	-	-	-
311-790-39-9477	The Circle Park Driveway	15,718	-	-	-	-	-	-	-	-	-	-	-
311-790-39-9480	Citywide Sidewalk Improvements Ph-VIII	453,862	-	-	-	-	-	-	-	-	-	-	-
311-790-39-9481	Citywide Sidewalk Improvements, Phase IX	5,187	-	-	-	-	-	-	-	-	-	-	-
311-790-39-9483	Citywide Parking Study Implementation	100,000	-	-	-	-	-	-	-	-	-	-	-
311-790-39-9491	Streetlight Wire Theft Prevention	(21,057)	-	-	-	-	-	-	-	-	-	-	-
311-790-39-9589	Tweedy Mile Uncontrolled Crosswalks	347,076	-	-	-	247,076	-	-	-	-	-	-	-
311-790-39-9590	Improvements at 7 Intersections	54,113	-	-	-	54,113	-	-	-	-	-	-	-
311-790-39-9591	Uncontrolled Crosswalks (4-Intersections)	250,000	-	-	-	250,000	-	-	-	-	-	-	-
311-790-49-9118	Facilities Security System Improvements	263,980	-	-	-	-	-	-	-	2,000	4,000	-	257,980
311-790-49-9911	Warehouse Office Construction at PW Yard	(2,314)	-	-	-	-	-	-	-	-	-	-	(2,314)
311-790-49-9912	ADA Transition Plan Implementation Ph-I	69,987	-	-	-	-	-	-	-	-	-	-	-
311-790-49-9914	Electric Vehicle Charging Stations	56,291	-	-	-	15,658	-	-	-	40,633	-	-	-
311-790-49-9915	HVAC System SGP Sport Center Complex	1,285,706	-	-	-	1,200,000	-	-	-	-	-	-	85,706
311-790-49-9920	Building Seismic Retrofit Assessment	75,000	-	-	-	-	-	-	-	-	-	-	75,000
311-790-49-9921	Emergency Back-up Generator Replacement	1,670,766	-	-	-	-	1,670,766	-	-	-	-	-	-
311-790-61-9211	SGP Fence Replacement	951,629	-	-	328,229	-	-	623,400	-	-	-	-	-
311-790-61-9212	South Gate & Cesar Chavez Park-Restrooms	8,893	-	-	-	-	-	-	-	-	-	-	-
311-790-61-9214	Urban Orchard	8,536,071	-	-	-	8,338,321	-	-	-	15,780	-	-	-
311-790-61-9216	Girls Club House Renovation	1,700,000	-	-	-	-	-	-	-	-	-	-	1,700,000
311-790-61-9217	Circle Park Renovation Project	4,681,442	-	-	-	1,253,416	-	-	-	-	-	-	-
311-790-61-9220	Hollydale Community Park Renovation	1,328,037	-	-	-	1,323,037	-	-	-	-	-	-	-
311-790-61-9484	SG Park Auditorium Roof Restoration/Repl	61,401	-	-	-	-	-	-	-	-	-	-	61,401
311-790-61-9485	SG Park Boy Scout Huts Roof Restoration	339,981	-	-	-	-	-	-	-	-	-	-	339,981
311-790-61-9913	Locker Rooms Renovation Project	122,690	-	-	-	-	-	122,690	-	-	-	-	-
311-790-69-9424	Seaborg Building Relocation	122,470	-	-	-	-	-	122,470	-	-	-	-	-
	CIP Funds (Sub-Total):	50,927,020	598,890	-	328,229	27,605,083	1,670,766	868,560	-	644,401	4,000	50,075	2,541,765

City of South Gate
Proposed Mid-Year CIP Adjustments
FY 2024-25

Project Account No.	Project Name	FY 2025	311 CIP	411 Water	412 Sewer	521 Fleet	524 Bldg & Infr Maint
311-790-31-9447	Firestone Blvd Median Island Alameda/LA	161,171	161,171	-	-	-	-
411-731-71-9522	Water Main Replacement Phase II	1,960,354		1,960,354	-	-	-
411-731-71-9523	Water Main Replacement Phase III	300,000		300,000	-	-	-
411-731-71-9524	Water Lateral Repairs	300,000		300,000	-	-	-
411-731-71-9545	Well No. 18 Rehabilitation Phase 2	500,000		500,000	-	-	-
411-731-71-9546	Well Meter Repl, Upgrade to MWD Inter-ti	1,079,649		1,079,649	-	-	-
411-731-71-9576	Coating Hawkins-Santa Fe&Elizabeth Tanks	4,298,004		4,298,004	-	-	-
411-731-71-9577	Urban Orchard Well No. 30	5,256,766		5,256,766	-	-	-
411-731-71-9579	Well Abandonment at 3 Locations	207,728		207,728	-	-	-
411-731-71-9580	SCADA System Upgrades	882,302		882,302	-	-	-
411-731-71-9581	AMI/AMR Meter Replacement Phase III	1,272,528		1,272,528	-	-	-
411-731-71-9592	Water Main Replacement Phase I	216,659		216,659	-	-	-
411-731-71-9593	AMI/AMR Meter Replacement Phase IV	100,000		100,000	-	-	-
411-731-71-9594	Park Reservoir PFOA Treatment Facility	1,490,222		1,490,222	-	-	-
411-731-71-9595	As-needed Water Main Repairs	100,000		100,000	-	-	-
411-731-71-9596	Citywide Valve Replacement	172,454		172,454	-	-	-
411-731-71-9605	Lead and Copper Rule Revisions (LCRR)	520,768		520,768	-	-	-
411-731-71-9916	EV Charging Station at PW Yard	187,349		187,349	-	-	-
411-731-71-9917	Firestone Blvd Bridge Water Main L-Pipe	75,000		75,000	-	-	-
412-732-52-9501	Sewer Improvements	(1,300)		-	(1,300)	-	-
412-732-52-9504	Sanitary Sewer Relining-Calif/Tweedy	7,162		-	7,162	-	-
412-732-52-9505	Sewer System Relining Improvements	3,628,945		-	3,628,945	-	-
524-415-61-9104	S. G Pool Improvements	41,240		-	-	-	41,240
524-460-61-9100	Facility Improvements	22,633		-	-	-	22,633
524-501-21-9100	Facility Improvements	2,795,885		-	-	-	2,795,885
	Sub-Total:	25,575,517	161,171	18,919,781	3,634,807	-	2,859,758

Totals:	76,502,537	161,171	19,564,182	3,638,807	50,075	5,401,523

Attachment 4

CITY OF SOUTH GATE
SALARY SAVINGS SCHEDULE
FY 2024-25

Department	Account	Salaries	Additional & Allow	Benefits	Salary w/Benefits
Admin Services - Finance	100-301-12	139,245.33	7,846.00	50,663.50	197,754.83
Admin Services - Bus Lic	100-302-12	70,205.00	900.00	38,242.77	109,347.77
Parks Admin	100-401-61	43,174.00	-	24,948.75	68,122.75
Parks Special Events	100-413-61	-	-	-	-
Parks Sports Center	100-414-61	93,898.00	-	70,243.62	164,141.62
Parks Cultural Arts	100-419-61	-	-	-	-
Police Admin	100-501-21	98,818.08	1,000.00	51,938.56	151,756.64
Police Patrol	100-502-21	880,402.33	85,471.17	549,865.11	1,515,738.61
Police Traffic & Safety	100-505-21	116,063.20	19,820.00	75,423.96	211,307.16
Police Detective Bureau	100-506-21	297,119.20	17,240.00	148,949.16	463,308.36
Police Jail Maintenance	100-507-21	58,258.36	1,200.00	36,738.02	96,196.38
Police Dispatch	100-508-21	107,366.25	-	37,927.97	145,294.22
Police IT	100-513-21	29,838.00	-	11,123.82	40,961.82
CD-Admin	100-601-42	157,790.10	3,060.00	64,491.13	225,341.22
CD-Inspections	100-602-42	157,578.32	2,528.00	81,704.63	241,810.94
CD-Planning	100-603-41	35,628.28	1,860.00	15,721.52	53,209.80
CD -Code Enforcement	100-604-29	188,160.41	5,805.00	87,143.02	281,108.42
PW-Admin/Engineering	100-701-31	434,686.42	-	155,436.15	590,122.57
PW-General Maintenance	100-710-12	6,999.90	-	3,809.99	10,809.89
	GENERAL FUND	**$ 2,915,231.16**	**$ 146,730.17**	**$ 1,504,371.66**	**$ 4,566,332.99**
Gas Tax	212-713-31	67,238.23	-	56,339.02	123,577.25
Street Sweeping	214-304-12	2,330.36	24.00	527.13	2,881.49
Prop A	221-480-33	74,861.25	-	31,464.07	106,325.32
Measure M	225-780-31	27,999.60	-	15,239.95	43,239.55
HA Admin	240-652-43	21,504.10	744.00	4,365.22	26,613.32
Housing	241-630-43	365,774.28	1,944.00	129,944.65	497,662.92
CDBG	243-601-43	94,947.80	744.00	35,988.11	131,679.91
Street Lighting	251-714-25	141,667.44	-	62,536.09	204,203.53
Water Admin	411-304-12	41,946.48	432.00	9,488.35	51,866.83
Water Operations	411-731-71	195,196.00	858.39	97,970.23	294,024.62
Sewer Admin	412-304-12	3,495.54	36.00	790.70	4,322.24
Solid Waste Admin	413-304-12	10,486.62	108.00	2,372.09	12,966.71
Risk Management	511-220-12	3,738.50	234.00	1,011.01	4,983.51
Information Technology	522-305-12	64,543.00	-	30,900.96	95,443.96
	OTHER FUNDS	**$ 1,115,729.19**	**$ 5,124.39**	**$ 478,937.56**	**$ 1,599,791.14**
	ALL FUNDS	**$ 4,030,960.35**	**$ 151,854.56**	**$ 1,983,309.22**	**$ 6,166,124.14**

Attachment 5

RESOLUTION NO.

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE APPROVING FISCAL YEAR 2024-2025 MID-YEAR BUDGET ADJUSTMENTS

WHEREAS, on June 11, 2024, the City Council adopted the Fiscal Year 2024-2025 Budget;

WHEREAS, since the adoption in June 2024, City Council has taken action to adjust the general ledger of the Fiscal Year 2024-2025 Budget to fund various projects across the agency;

WHEREAS, at the May 13, 2025 City Council meeting, the City Council considered recommended Mid-Year Budget Adjustments to the Fiscal Year 2024-2025 Budget;

WHEREAS, the City Council considered amending the Fiscal Year 2024-2025 Budget to include Capital Improvement Program (CIP) appropriations,

WHEREAS, the City Council desires to amend the Fiscal Year 2024-2025 Budget;

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

SECTION 1. The Fiscal Year 2024-2025 Budget is hereby amended to reflect those Adjusted Budget amounts for Fund Sources and Accounts as stated in the FY 2024-2025 Mid-Year Revenue Adjustments (Attachment 1) and FY 2024-2025 Mid-Year Expenditure Adjustments (Attachment 2);

SECTION 2. All other terms of the Fiscal Year 2024-2025 Budget, and prior adjustments to the general ledger of the Fiscal Year 2024-2025 Budget, not amended herein shall remain unchanged; and

SECTION 3. The Fiscal Year 2024-2025 Budget is hereby amended to include the budgeted amounts for the Account Titles stated in the Funds indicated in the Capital Improvement Program (CIP) Continuing Appropriations (Attachment 3);

SECTION 4. The Fiscal Year 2024-2025 Budget is hereby amended to include the budgeted amounts for the Account Titles stated in the Funds indicated in the Salary Savings Schedule (Attachment 4);

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 **13th** day of **May 2025**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, 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
MAY - 7 2025
FILED 2:00PM

WARRANT REGISTER FOR COUNCIL MEETING 5/13/2025

PART I

apChkLst
04/17/2025 1:49:35PM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109894	4/16/2025	0010237	FRONTIER COMMUNICATIOI	209-057-1084 - 04	4/1/2025	ACCT# 209-057-1084-051106-5 -A	42.51	42.51
	Voucher:							
109895	4/16/2025	00004869	GOLDEN STATE WATER COI	33744100000 - 04	4/3/2025	BILLING PRD- 03/03/25 -04/02/25	1,312.26	
	Voucher:			73744100006 - 04	4/3/2025	BILLING PRD- 03/03/25 -04/02/25	564.73	
				53744100008 - 04	4/3/2025	BILLING PRD- 03/03/25 -04/02/25	479.03	
				29007447310 - 04	4/4/2025	BILLING PRD- 03/04/25 -04/03/25	186.82	
				32809400008 - 04	4/3/2025	BILLING PRD- 03/03/25 -04/02/25	70.76	2,613.60
109896	4/16/2025	00004865	SO CALIF EDISON	4/28/25	1/6/2025	ACCT# 600001507752- BILLING P	50,916.67	50,916.67
	Voucher:							
109897	4/16/2025	00001848	VERIZON WIRELESS	6104345782	1/23/2025	ACCT# 572436405-00001 - 12/24/2	9,583.87	
	Voucher:			6106797729	2/23/2025	ACCT# 572436405-00001 - 01/24/2	8,696.79	18,280.66
						Sub total for BANK OF THE WEST:		71,853.44
						Grand Total All Checks:		71,853.44

4 checks in this report.

Item No. 15

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109898	4/24/2025 Voucher:	0012107	CALIFORNIA STATE DISBUR:	Ben367399	4/24/2025	CA STATE DISB. UNIT: PAYMENT	1,396.90	1,396.90
109899	4/24/2025 Voucher:	0014949	TEXAS CHILD SUPPORT SDI	Ben367401	4/24/2025	TX CHILD SUPPORT SDU: PAYMI	638.31	638.31
						Sub total for BANK OF THE WEST:		2,035.21
						Grand Total All Checks:		2,035.21

2 checks in this report.

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109900	4/23/2025 Voucher:	0010017	ENTERPRISE FM TRUST	23MXS7	3/28/2025	BUY OUT LEASE FOR 2020 CHE\	5,029.89	5,029.89
109901	4/23/2025 Voucher:	0010017	ENTERPRISE FM TRUST	586300-040325	4/3/2025	APRIL 2025 2024-2025 RENEWAL	1,203.86	
				513145-040325	4/3/2025	APRIL 2025 2024-2025: RENEWAI	3,209.83	4,413.69
109902	4/23/2025 Voucher:	00004934	GAS COMPANY	130-500-9400-5-0	4/14/2025	BILLING PRD- 03/12/25-04/10/25	47.12	
				134 700 9400 7-4/	4/17/2025	BILLING PRD- 03/12/25-04/10/25	424.99	
				189 300 9500 7-4/	4/18/2025	BILLING PRD- 03/18/25-04/16/25	2,398.34	
				132 600 9400 1-04	4/14/2025	BILLING PRD- 03/10/25-04/10/25	41.06	
				186 100 7200 3-04	4/15/2025	BILLING PRD-03/13/25 -04/11/25	641.22	
				094 300 7500 3-4/	4/17/2025	BILLING PRD- 03/17/25-04/15/25	3,172.06	
				045 400 7300 6-04	4/15/2025	BILLING PRD- 03/13/25-04/11/25	87.09	
				126 300 9600 1-4/	4/15/2025	BILLING PRD- 03/13/25-04/11/25	14.30	
				115 800 9600 3-04	4/15/2025	BILLING PRD- 03/13/25-04/11/25	8,105.25	
				013 900 7300 3-04	4/15/2025	BILLING PRD- 03/13/25-04/11/25	1,840.26	
				049 200 7902 9 04	4/17/2025	BILLING PRD- 03/14/25-04/14/25	283.49	17,055.18
109903	4/23/2025 Voucher:	00004869	GOLDEN STATE WATER COI	63744100007 - 04,	4/11/2025	BILLING PRD- 03/03/25 -04/02/25	406.51	406.51
109904	4/23/2025 Voucher:	00001151	LA COUNTY REGISTRAR-RE	712-prk	4/21/2025	NOTICE OF EXEMPTION FOR CII	75.00	75.00
109905	4/23/2025 Voucher:	0014291	OSCAR'S ELECTRIC, INC.	8360	3/31/2025	INSTALL THREE LEVEL 2 EV CHA	25,843.00	25,843.00
109906	4/23/2025 Voucher:	0013470	SA ASSOCIATES	WMR-PH3-01	1/14/2025	OCT 1-DEC 31 2024 WATER MAIN	37,951.75	
				WMR-PH1-12	1/14/2025	OCT 1-DEC 31 2024 WATER MAIN	8,316.00	46,267.75
109907	4/23/2025 Voucher:	0014936	SANCON TECHNOLOGIES	709-1	4/1/2025	MARCH 2025 CONSTRUCTION S	308,760.69	308,760.69
109908	4/23/2025 Voucher:	00004338	SEQUEL CONTRACTORS IN(	637-6	3/19/2025	FEB 2025 CONSTRUCTION FOR '	711,662.55	711,662.55
109909	4/23/2025 Voucher:	00004864	SOUTHERN CALIFORNIA ED	576873	3/19/2025	INSTALLATION OF NEW STREET	2,347.31	2,347.31
109910	4/23/2025 Voucher:	0010400	T.E ROBERTS, INC	5679.1	2/25/2025	RETENTION INVOICES	61,987.65	61,987.65
109911	4/23/2025 Voucher:	0009039	TETRA TECH	52373224	1/17/2025	DESIGN SERVICES FOR PFAS S'	4,744.50	4,744.50

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109912	4/23/2025	0011886	THE TRUST FOR PUBLIC LAI	11820	4/3/2025	11/1/24-3/31/25 PROJ MANA, DES	69,815.96	69,815.96
	Voucher:							
109913	4/23/2025	0014047	UNIFIED FIELD SERVICES C	RETENTION	1/28/2025	RETENTION, HAWKINS NORTH A	181,561.55	181,561.55
	Voucher:							
109914	4/23/2025	0012679	VECTORUSA	102588	12/11/2024	CONFIGURE FIREWALL AT SALT	2,500.00	
	Voucher:			102589	12/11/2024	CONFIGURE FIREWALL AT SALT	7,471.24	9,971.24
109915	4/23/2025	00000379	VERIZON BUSINESS	66276421	4/10/2025	BILLING PRD- 03/01/25 -03/31/25	83.33	
	Voucher:			DEC 23-FEB 2025	4/10/2025	DEC 2023-FEB 2025	1,237.84	1,321.17
109916	4/23/2025	00001848	VERIZON WIRELESS	UPDATE - 610928	4/23/2025	ACCT# 572436405-00001 - 02/24/:	8,780.42	8,780.42
	Voucher:							
109917	4/23/2025	0011968	WEX BANK	104040215	4/6/2025	4/6/25 CLOSING DATE: SHELL G.	1,106.23	1,106.23
	Voucher:							
109918	4/23/2025	00001280	WILLDAN	00421153	2/20/2025	12/27/24 WATER MAIN REPLACEI	2,979.00	
	Voucher:			00421501	4/4/2025	2/28/2025 WATER MAIN REPLACI	1,286.00	4,265.00
						Sub total for BANK OF THE WEST:		1,465,415.29

19 checks in this report.

Grand Total All Checks: 1,465,415.29

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
12127	4/22/2025	00004266	U.S. BANK CORPORATE PAY					
		0005295	WALMART	074314	1/8/2025	AE-OFFICE SUPPLIES INCLUDIN	35.75	
		00002342	INDEPENDENT CITIES ASSC	INV_1065	1/8/2025	AE-01/21-23/25 REGISTRATION F	795.00	
		0006423	LOWE'S	095407	1/16/2025	JC-MAINTENANCE SUPPLIES	218.47	
		0005347	AMAZON.COM	113-9535571-3109	1/13/2025	MD-IPHONE 14/15 CASE	22.02	
		0005347	AMAZON.COM	113-8767001-7140	1/15/2025	MD-KEYBOARD/MOUSE COMBO	188.45	
		0005347	AMAZON.COM	113-1852192-7405	1/15/2025	DM-RENPHO HEPA FILTERS 2PK	80.37	
		0005347	AMAZON.COM	113-6643742-0277	1/15/2025	DM-MOUSEPAD	29.76	
		0009764	GOVERNMENT FINANCE OF	00023078	12/27/2024	WO-FY 2024 CERTIFICATE OF AC	610.00	
		0014052	READYREFRESH	04L6706900363	12/14/2024	FY 24-25 CITYWIDE WATER DISF	1,388.94	
		0008001	CAHA	202540	9/16/2024	CA-MEMBERSHIP RENEWAL	450.00	
		00000902	NAN MCKAY & ASSOCIATES	2	1/21/2025	CA-MB DIGITIAL REVISION SERV	717.00	
		0014278	MAKEITPOP_PARTYDECOR	002298	1/7/2025	DECORATIONS FOR TIARAS & TI	1,450.00	
		0014883	AIR CANNOS	W-2-8451	12/30/2024	DS-SPECIAL EVENT SUPPLIES	750.00	
		0008451	COSTCO.COM	043743	1/6/2025	DS-SENIOR CENTER SUPPLIES	89.94	
		0014884	LAST MINUTE CATERING	250103	1/8/2025	DS-SPECIAL EVENT SUPPLIES	620.00	
		0005347	AMAZON.COM	113-7927102-8855	1/9/2025	DS-SPECIAL EVENT SUPPLIES	192.75	
		0005347	AMAZON.COM	111-8556551-7647	1/13/2025	DS-CULTURAL ARTS SUPPLIES	88.13	
		0005347	AMAZON.COM	111-5896912-5585	1/13/2025	DS-CULTURAL ARTS SUPPLIES	4.40	
		0005347	AMAZON.COM	111-9833288-1149	1/13/2025	DS-CULTURAL ARTS SUPPLIES	3.63	
		0005495	HOLIDAY INN	42786072	2/11/2025	JEM-EVOC DRIVER TRAINING IN	845.95	
		0005368	PRINTCO DIRECT	86066	1/7/2025	JM-FITNESS PROGRAM SUPPLIE	207.27	
		0008304	GODADDY.COM	58727435-2024	1/3/2025	JPL-SSL CERTIFICATION RENEW	349.98	
		0009420	SPARKLETTS	074720	1/2/2025	NC-DS SERVICES STANDARD C(	7.70	
		00003528	CPS - HR CONSULTING	3119008959	1/6/2025	NC-CPS PROCTOR SERVICES F(	1,318.00	
		0012606	AMAZON CAPITAL SERVICES	113-5987910-7244	1/7/2025	NC-HR SUPPLIES	19.82	
		0009420	SPARKLETTS	742557116963364	1/15/2025	NC-DS SERVICES STANDARD C(	53.00	
		0010634	PANTAGES THEATRE	729005-2	11/26/2024	ADMISSIONS TO PANTAGES THE	3,280.00	
		00004831	SCWUA	JNRY2025MTNG-I	1/14/2025	CC-REGISTER D DY FOR SCWU/	45.00	
		0012980	CHARTER COMMUNICATION	120508901120724	11/7/2024	WO-SPECTRUM SUBSCR FROM	2,123.43	
		0005347	AMAZON.COM	111-9373084-9669	1/8/2025	MA-IGOOL DOG HOUSE FOR K9	211.80	
		0008684	CAPIO	47246151	1/6/2025	GM-CAPIO CONFERENCE REGIS	625.00	
		0008684	CAPIO	47247993	1/6/2025	GM-CAPIO CONFERENCE REGIS	725.00	
		0005347	AMAZON.COM	112-3168349-3678	1/13/2025	GM-DESK LIGHT FOR VIDEO CAI	39.68	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0014912	AMERICAN BACKFLOW PRE	200015721	1/13/2025	CC-REGISTER G VASQUEZ FOR	215.00	
		0008947	USC FOUNDATION- CROSS-	9473	1/13/2025	CC-REGISTER G. VASQUEZ FOR	1,800.00	
		00003738	PITNEY BOWES-SUPPLIES	1026778955	1/7/2025	WO-RED INK CARTRIDGE FOR P	315.80	
		0006769	ALCO TARGET CO.	3596	1/14/2025	JEM-SHOOTING TARGETS FOR I	54.02	
		0005291	PARTY CITY	077182-010725	1/7/2025	JM-FITNESS PROGRAM SUPPLIE	50.53	
		0012474	THE HOME DEPOT DEPOT F	026003	1/15/2025	JM-FITNESS PROGRAM SUPPLIE	68.24	
		0014920	USC TICKET OFFICE	01/16/2025	1/16/2025	JM-YOUTH SPORTS EXCURSION	250.00	
		00002988	SUSY'S FLOWERS	1/14/2025	1/14/2025	DS-SPECIAL EVENT SUPPLIES	137.81	
		0005347	AMAZON.COM	111-5896912-5585	1/13/2025	DS-CULTURAL ARTS SUPPLIES	7.71	
		0013492	MICHAEL'S STORE	350010879297445	1/14/2025	DS-YOUTH SUPPLIES 1 OF 3	9.60	
		0013492	MICHAEL'S STORE	350010879297445	1/14/2025	DS-YOUTH PROGRAM SUPPLIES	44.04	
		0013492	MICHAEL'S STORE	350010879297445	1/14/2025	DS-YOUTH PROGRAM SUPPLIES	21.16	
		0005347	AMAZON.COM	113-4041149-5836	1/14/2025	DS-YOUTH PROGRAM SUPPLIES	42.79	
		0008451	COSTCO.COM	021364	1/17/2025	DS-SPECIAL EVENT SUPPLIES	51.10	
		0005295	WALMART	091641	1/21/2025	DS-YOUTH PROGRAM SUPPLIES	140.41	
		0011988	CINDY'S JUMPERS, LLC	90903	1/16/2025	JUMPERS & DECORATIONS & SU	2,886.60	
		00000418	BRADLEYS PLASTIC BAG CO	1703	12/31/2024	EG-BAGS FOR PROPERTY & EVI	324.67	
		0005347	AMAZON.COM	113-5992766-6285	12/30/2024	EG-SUPPLIES FOR JAIL SLIPPEF	128.34	
		0011929	BENNETT-BOWEN & LIGHTH	2454	1/8/2025	EG-N-95 MASKS FOR PATROL	322.85	
		0012980	CHARTER COMMUNICATION	188430001122124	12/21/2024	SC-INTERNET AT AUDITORIUM	109.99	
		0011983	SESAC, INC.	121369	12/31/2024	SC-MUSIC LICENSE FOR SPECIA	1,982.00	
		0005456	BADGE FRAME, INC.	936918	11/27/2024	EG-NAME PLATE FOR RETIREME	21.63	
		0005347	AMAZON.COM	CREDIT AMAZON	1/9/2025	EG-AMAZON CREDIT	-4.60	
		0009649	AT&T	DECEMBER 2024	12/28/2024	INTERNET AT AZALEA CMTY RO(	118.79	
		0013921	ANAYA/1941 APPAREL	0224	1/9/2025	DA-PD EMPLOYEE OF THE YEAF	140.00	
		0011043	RESIDENCE INN MARRIOTT	74614	1/9/2025	DA-EXPLORER COMPETITION (D	387.80	
		0010098	PROPERTYRADAR	4F31C80-0006	1/15/2025	WC-PROPERTY RADAR ANNUAL	374.40	
		0008862	RANCHO SANTIAGO COMM	001578467	1/5/2025	WC-RANCHO SANTIAGO COMMU	178.75	
		0014226	DUNKIN DONUTS	043441	1/15/2025	RA-CITIZEN'S ACADEMY REFRES	49.98	
		00000268	HOME DEPOT CREDIT SERV	WM94952686	1/13/2025	DR-VERTICAL STORAGE SHED-I	213.28	
		0005347	AMAZON.COM	111-0917839-2717	1/6/2025	DR-PUSH BAR DOOR KEYS	40.57	
		0008513	EBAY	13-12578-70201	1/14/2025	DR-RUNNING BOARDS FOR NEV	330.75	
		0008513	EBAY	18-12572-67937	1/14/2025	DR-FLOOR MATS FOR NEW UNIT	152.19	
		0005677	DEPARTMENT OF PESTICIDI	LICENSE HERNAI	1/13/2025	DR-CONTINUED EDUCATION-GE	210.00	
		0005347	AMAZON.COM	111-9842145-1740	1/13/2025	DR-OFFICE SUPPLYS	46.55	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0011830	85 C BAKERY CAFE	01945	1/15/2025	RA-CITIZENS ACADEMY SNACKS	35.75	
		0006769	ALCO TARGET CO.	3591	1/7/2025	JEM-SHOOTING TARGETS FOR F	88.20	
		00004025	FBI- LEEDA	200118250	1/3/2025	JEM-JAN 27-JAN 31 2025 FBI LEE	795.00	
		00004804	RIO HONDO COMMUNITY C(	F24-180-ZSGT	1/9/2025	JEM-OCT 16 2024 FTO UPDATE F	150.00	
		0008045	PD: CLEARS INC.	44476060	1/7/2025	JEM-CLEARS TRAINING REGISTI	21.50	
		00004854	SMART & FINAL	004004	1/9/2025	RA-FAMILY VIOLENCE PREVENT	44.77	
		00004854	SMART & FINAL	019253	1/9/2025	RA-LOUNGE COFFEE STATION S	100.83	
		0008045	PD: CLEARS INC.	3808	1/15/2025	JEM-CA LAW ENFORCEMENT AS	75.00	
		0010664	PD: GOLD COAST K9 DBA	SGPD-34	1/9/2025	JEM-EQUIPMENT FOR CANINE J	370.41	
		0005347	AMAZON.COM	111-5026008-6477	12/20/2024	JM-AQUATICS PROGRAM SUPPL	28.65	
		0005347	AMAZON.COM	111-0678042-1078	12/20/2024	JM-AQUATICS PROGRAM SUPPL	26.39	
		0005347	AMAZON.COM	111-0678042-1078	12/20/2024	JM-AQUATICS PROGRAM SUPPL	44.09	
		0010534	MFAC, LLC	INV305479	1/9/2025	JM-FITNESS PROGRAM EQUIPM	396.31	
		0014467	FITNESS ON DEMAND	57387	1/1/2025	JM- FOD MONTHLY SUBSCRIPTI	229.00	
		0005347	AMAZON.COM	CREDIT	2/18/2025	JM-CREDIT	-9.91	
		0014467	FITNESS ON DEMAND	FITNESS 2025	1/8/2025	JM- FITNESS PROGRAM SUPPLI	77.28	
		00004804	RIO HONDO COMMUNITY C(	F24-83ZSGT	1/9/2025	JEM-SEP 4 2024 DRIVER TRAINI	50.00	
		00004804	RIO HONDO COMMUNITY C(	F24-79-ZSGT	1/9/2025	JEM-SEP 3 2024 DRIVER TRAINI	100.00	
		00004804	RIO HONDO COMMUNITY C(	F24-135-ZSGT	1/9/2025	JEM-PRE ACADEMY FEES RECR	132.08	
		00004804	RIO HONDO COMMUNITY C(	F24-151-ZSGT	2/11/2025	JEM-OCT 7-11 2024 FIELD TRAIN	89.00	
		0005292	TARGET	033984	1/7/2025	JM-FITNESS PROGRAM SUPPLIE	99.20	31,752.54

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
42825	4/28/2025	00004266	U.S. BANK CORPORATE PAY					
		00004025	FBI- LEEDA	200118249	1/3/2025	JEM- JAN. 27-31, 2025 - EXECUTI	795.00	
		0007583	USPS	077084	2/4/2025	JEM- MAIL CERTIFIED DELIVERY	566.61	
		00003851	THOMSON REUTERS	0851240999	2/3/2025	JEM-PENAL CODE BOOKS 2025	621.82	
		00004003	BEHAVIOR ANALYSIS TRNG	IV00195	2/5/2025	JEM-FEB. 10-14, 2025 - INVESTIG	575.00	
		0007772	PD: D-PREP, LLC	BIA20250218-20	2/11/2025	JEM- FEB. 18-20, 2025 - INTERNA	375.00	
		0014280	RAISING CANE'S	331151043971809	2/11/2025	JEM- MEAL CHARGED TO CITY (	12.45	
		0013844	TRADECRAFT TRAINING LLC	02/11/2025	2/11/2025	JEM- FEB. 12, 2025 - CONNECTE	250.00	
		0006769	ALCO TARGET CO.	3644	2/17/2025	JEM- SHOOTING TARGETS FOR	101.43	
		0011351	KIM TURNER, LLC	5786	12/3/2024	JEM- DEC. 3, 2024 - DISPATCH PI	199.00	
		0014938	WESTERN STATES MOUNTE	01914	2/11/2025	JEM- APRIL 25-27, 2025 - FOUND	375.00	
		0014938	WESTERN STATES MOUNTE	01915	2/11/2025	JEM- APRIL 25-27, 2025 - FOUND	375.00	
		0008513	EBAY	10-12699-21378	2/11/2025	DR-IRRIGATION-REPLACEMENT	143.27	
		0014919	VALLEY INDUSTRIES	5450	1/23/2025	BROADCAST SPRAYER	1,175.15	
		0005296	BEST BUY	030084	2/12/2025	DR-OFFICE HEATER-AUDITORIU	98.98	
		0008513	EBAY	22-12714-04094	2/18/2025	DR-GOLF COURSE TOOL-FOLDA	44.10	
		00003963	RESOURCE BUILDING MATE	19707105	2/18/2025	DIAMOND DRYING AGENT	1,027.80	
		0011787	WELL, A PROJECT OF COMM	1488	2/11/2025	AE-03/07-08/25 REGISTRARION F	200.00	
		0005803	PANDA EXPRESS	331149575634616	2/11/2025	AE-02/11/2025 FOOD FOR COUN	136.05	
		0005295	WALMART	2000128-5826227	1/22/2025	JPL-VELCRO WRAP TIES FOR OI	65.82	
		0005295	WALMART	071157	1/22/2025	JPL-VELCOR WRAP TIES FOR FC	19.75	
		0012474	THE HOME DEPOT DEPOT P	1553556	1/30/2025	JPL- VARIOUS TOOLD & ACCESS	252.07	
		0010575	APA CALIFORNIA	01/22/2025DIRE C	1/22/2025	NC-JOB POSTING FOR CD DIRE(	250.00	
		0014942	VIDABOX LLC	1100064811	2/4/2025	JPL-IPAD MOUNTING STAND FOI	252.97	
		0014942	VIDABOX LLC	1100054076	2/4/2025	JPL-USB TO LIGTNING 90 DEGRI	24.24	
		0009420	SPARKLETTS	01302025	1/30/2025	NC COFFEE SERVICES	7.70	
		0005295	WALMART	038275	2/3/2025	AM-REFRESHMENTS FOR STAFI	31.19	
		0005347	AMAZON.COM	113-6747251-7164	1/21/2025	MD-OCEAN WAVE PROJECT	16.66	
		0005347	AMAZON.COM	113-7566089-555C	1/22/2025	MD-USB 3.0 FLASH DRIVES	356.04	
		0005347	AMAZON.COM	113-5122418-8554	1/28/2025	MD-5 PORT USB	55.05	
		0005347	AMAZON.COM	113-1816597-5851	2/6/2025	MD-ASURION 2 YEAR WARRANT	113.98	
		0005347	AMAZON.COM	113-7891834-6185	2/6/2025	MD-DELI LATTITUDE 3440 LAPTC	827.42	
		0005347	AMAZON.COM	113-0650964-7431	2/5/2025	NC EMPLOYEE RECOGNITION D	50.70	
		0005347	AMAZON.COM	113-2034166-098C	2/11/2025	MS-1000 QTY 12OZ PLASTIC CUI	101.42	
		0008335	ALL IN ONE POSTER COMPA	S377902	2/5/2025	NC CALIFORNIA & FEDERAL COI	302.73	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		00004046	MATTHEW BENDER & CO., II	44231768	12/19/2024	NC EMPLOYEE RETIREMENT S	113.65	
		0005347	AMAZON.COM	113-8402763-5609	2/11/2025	NC EMPLOYEE RECOGNITION D	45.29	
		0005347	AMAZON.COM	113-2794507-9870	2/11/2025	NC EMPLOYEE RECOGNITION D	37.67	
		0005368	PRINTCO DIRECT	86085	1/23/2025	TF-HOLLYDALE CMTY PK REOPE	317.52	
		00000268	HOME DEPOT CREDIT SERV	4024886	1/27/2025	TF- SUPPLIES FOR SPECIAL EVE	57.78	
		0009420	SPARKLETTS	02/12/25	2/12/2025	NC STANDARD COFFEE SERVIC	53.00	
		0005347	AMAZON.COM	114-2051369-2025	2/15/2025	NC EMPLOYEE RECOGNITION D	44.04	
		0005347	AMAZON.COM	114-2299790-8946	2/15/2025	NC EMPLOYEE RECOGNITION D	33.06	
		00000322	SAM'S CLUB	035813	2/11/2025	TF- YOUTH PROGRAM SUPPLIES	27.24	
		0005347	AMAZON.COM	114-4185943-3174	2/15/2025	NC EMPLOYEE RECOGNITION D	114.65	
		0007583	USPS	01/30/25	1/30/2025	STAMPS	29.20	
		0005347	AMAZON.COM	114-4007423-8853	2/13/2025	NC EMPLOYEE RECOGNITION D	122.60	
		0012020	TRIPEPI, SMITH AND ASSOC	01/30/2025	1/30/2025	NC JOB PSOTING FOR DIRECTC	365.00	
		0010470	PANERA BREAD	605171586668959	2/18/2025	NMC LABOR NEGOTIATION TEAI	377.88	
		0005347	AMAZON.COM	113-2597028-6589	2/20/2025	NMC LABOR NEGOTIATION TEAI	32.43	
		0005295	WALMART	02/19/25	2/19/2025	CREDIT WALMART	-31.40	
		00002335	PITNEY BOWES	01/27/2025	1/27/2025	WO-REFILLED PASSPORT POST/	10.00	
		0011188	CALIFORNIA AIR RESOURCE	CARB1000000000	1/28/2025	AM-CA AIR RESOURCES BOARD	192.67	
		0007583	USPS	02/06/2025	2/6/2025	POSTAGE AND STAMPS	199.68	
		0005486	STAPLES BUSINESS ADVAN	044609	2/10/2025	SUPPLIES FOR CAC	139.30	
		0014941	SOLANO PRESS BOOKS	4867	2/12/2025	PLANNING BOOK ORDER #4867	157.43	
		0014940	ASSOCIATION OF ENVIRONI	02/14/25	2/14/2025	CEQA BOOK 120879302352	131.54	
		00000415	NATIONAL CONSTRUCTION	7705168	1/16/2025	FENCE RENT WEBPMT00088902	269.28	
		00000415	NATIONAL CONSTRUCTION	7677095	12/19/2024	FENCE RENT WEBPMT00088902	269.28	
		0005347	AMAZON.COM	113-2373270-9808	1/30/2025	NC ERC EMPLOYEE RECOGNITI	758.40	
		00000503	CSMFO	717492660	2/4/2025	NC ADVERTISEMENT FOR DIREC	455.00	
		0005347	AMAZON.COM	113-4873720-3700	2/5/2025	NC EMPLOYEE RECOGNITION D	264.58	
		0005347	AMAZON.COM	113-5116204-2335	2/6/2025	DM-LACDO 14" SLEEVE CASE	44.08	
		00000322	SAM'S CLUB	10261629701	2/5/2025	NC EMPLOYEE RECOGNITION D	1,089.20	
		0014461	CANVA	04420-74640456	2/7/2025	NC SOFTWARE FOR HR	300.00	
		0005296	BEST BUY	01140026249	2/10/2025	NC EMPLOYEE RECOGNITION D	500.00	
		0005347	AMAZON.COM	114-8670024-0328	2/10/2025	NC EMPLOYEE RECOGNITION D	48.48	
		00002988	SUSY'S FLOWERS	01/18/2025	1/18/2025	DS- SPECIAL EVENTS SUPPLIES	27.50	
		0005347	AMAZON.COM	111-5182170-9985	1/28/2025	DS- SPECIAL EVENTS SUPPLIES	40.76	
		0005347	AMAZON.COM	111-3270769-3506	1/28/2025	DS- SPECIAL EVENTS SUPPLIES	28.56	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		00004276	CPRS DISTRICT 10	308-205-05	1/29/2025	DS- STAFF TRAINING	140.00	
		0005347	AMAZON.COM	113-1719431-7216	2/11/2025	DM-100 QT 12OZ LIDS	15.41	
		0013760	PALM SPRINGS AERIAL TRA	782501080085	1/21/2025	DS- COMMUNITY EXCURSION P(	1,908.00	
		0005347	AMAZON.COM	112-5704494-7702	1/22/2025	DS- SPECIAL EVENTS SUPPLIES	70.28	
		0005347	AMAZON.COM	111-0253030-9032	1/28/2025	DS- YOUTH PROGRAM SUPPLIE	42.96	
		0005291	PARTY CITY	005632	1/29/2025	DS- SPECIAL EVENTS SUPPLIES	85.70	
		0005347	AMAZON.COM	01/29/2025	1/29/2025	SC-DEPT SUPPLY SHED	228.21	
		0005623	ORIENTAL TRADING	735827452	1/28/2025	DS- SPECIAL EVENTS SUPPLIES	898.44	
		00000428	IMSA	52805	1/23/2025	EM-2025 IMSA MEMBERSHIP DU	880.00	
		0005295	WALMART	058138	2/3/2025	DS- YOUTH PROGRAM SUPPLIE	121.63	
		0014566	MARSHALLS	011587	2/11/2025	RA-LOUNGE COFFEE STATION S	281.89	
		00004276	CPRS DISTRICT 10	02/03/2025	2/3/2025	DS- STAFF TRAINING	72.00	
		0005347	AMAZON.COM	111-8157830-5040	2/3/2025	DS- YOUTH PROGRAM SUPPLIE	30.84	
		0005347	AMAZON.COM	113-1394036-9889	2/12/2025	MD-DELI LATTITUDE 3440 65W A	26.17	
		0012980	CHARTER COMMUNICATION	0827792536	2/18/2025	DM-SPECTRUM SERVICE	892.70	
		0005347	AMAZON.COM	113-2956427-2166	2/19/2025	DM-CYBERPOWER UPS 700VA	440.70	
		0005958	AWWA	INV140918	2/3/2025	CC-REGISTER G VASQUEZ FOR	495.00	
		0014281	DOUBLE TREE BY HILTON W	EMP REC - DEPO	2/13/2025	NC PARTIAL PAYMENT FOR HOT	7,525.09	
		0005347	AMAZON.COM	114-4007423-8853	2/15/2025	EMPLOYEE RECOGNITION DINN	13.13	
		0014281	DOUBLE TREE BY HILTON W	02/14/2025	2/14/2025	PAYMENT FOR EMPLOYEE REC(	7,000.00	
		0005347	AMAZON.COM	100-201-12-6306	2/13/2025	NC EMPLOYEE RECOGNITION D	333.27	
		0005347	AMAZON.COM	114-4224306-2686	2/15/2025	NC EMPLOYEE RECOGNITION D	28.44	
		0005347	AMAZON.COM	114-7208202-0293	2/17/2025	NC EMPLOYEE RECOGNITION D	59.48	
		0005295	WALMART	505000136299	2/19/2025	NC EMPLOYEE RECOGNITION D	40.04	
		00001917	ENTENMANN - ROVIN CO.	02/19/2025	4/28/2025	NC SERVICE PINS FOR EMPLOY	1,972.93	
		0005347	AMAZON.COM	112-4109541-5157	1/21/2025	WO-HANGING FILE FOLDER FOF	35.88	
		00003743	THE HUNTINGTON LIBRARY	898-JQY-Z8ZW	2/19/2025	DS- COMMUNITY EXCURSION	460.00	
		00003743	THE HUNTINGTON LIBRARY	73W-NWG-KZDM	2/19/2025	DS- COMMUNITY EXCURSION	232.00	
		00003386	S & S WORLDWIDE	SO102166592-001	2/19/2025	DS- YOUTH PROGRAM SUPPLIE	313.75	
		0010682	VISTAPRINT	VP_47DCT03V	2/20/2025	DS-SPECIAL EVENT SUPPLIES	281.14	
		0011290	DISCOUNT SCHOOL SUPPLY	W1757190	2/19/2025	DS-TEEN PROGRAM SUPPLIES	692.61	
		0008906	DOLLAR TREE	093594	2/11/2025	RA- FAMILY VIOLENCE PREVENT	17.92	
		0009134	NORTHGATE MARKET	093594	2/13/2025	RA-FAMILY VIOLENCE PREVENT	44.15	
		0008734	METRO EXPRESSLANES	8550845613	2/12/2025	RA- TOLL ROAD FEES	25.65	
		00004854	SMART & FINAL	010859	2/4/2025	RA-LOUNGE COFFEE STATION S	124.53	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0005347	AMAZON.COM	111-4880839-8016	2/6/2025	SC- CUSTOMIZED DEPARTMENT	38.58	
		0006437	ULINE	189130517	2/12/2025	SC- BLEACHERS FOR DIAMOND	4,645.52	
		0012980	CHARTER COMMUNICATION	120508901-0225	1/23/2025	WO-01/07/25-02/06/25 SPECTRUI	2,122.86	
		0013958	WATERWISEPRO TRAINING	01/30/2025	1/30/2025	CC- REGISTER G. VASQUEZ FOF	400.00	
		00002335	PITNEY BOWES	72686764	1/23/2025	WO- 10/30/24-06/29/25-POSTAGE	1,279.84	
		0014052	READYREFRESH	3107000138	12/29/2024	FY 24-25 CITYWIDE WATER DISF	1,388.94	
		0005958	AWWA	INV140917	2/3/2025	CC. REGISTER H. MIRANDA FOR	495.00	
		0005347	AMAZON.COM	112-6101505-4561	2/11/2025	CC-RUST ENCAPSULATOR SPRA	125.51	
		0005347	AMAZON.COM	112-5030425-9081	2/18/2025	CC- WATER TRANSFER PUMPS	65.36	
		0014921	ANJ SMOG CHECK	069703	1/29/2025	AM-SMOG CHECK UNIT # 293	250.00	
		0014921	ANJ SMOG CHECK	016887	1/29/2025	AM-SMOG CHECK UNIT # 317	250.00	
		0014921	ANJ SMOG CHECK	089733	1/29/2025	AM-SMOG CHECK UNIT # 318	250.00	
		0014921	ANJ SMOG CHECK	081034	1/29/2025	AM-SMOG CHECK UNIT # 204	250.00	
		0005343	PUBLIC AGENCY RISK MANA	02/23/2025	2/23/2025	TG PARMA CONFERENCE	819.00	
		0011873	CALIFORNIA DEPARTMENT (	059008	1/29/2025	AM-UNDERGROUND STORAGE T	993.15	
		0005347	AMAZON.COM	112-5240678-2822	2/12/2025	AM-AUTO PARTS FOR UNIT #411	162.01	
		0005347	AMAZON.COM	112-3799260-5581	2/12/2025	AM-AUTO PARTS FOR UNIT # 66(	179.59	
		0005347	AMAZON.COM	112-6068950-2022	2/11/2025	AM-PHONE MOUNT FOR UNIT	40.33	
		0005347	AMAZON.COM	112-6072361-1445	2/12/2025	AM-AUTO PART FOR UNIT #411	44.09	
		0007717	DOORKING INC	2214760	3/18/2025	AM-TRANSFER STATION GATE S	145.78	
		0011121	APRINTCO	14114	2/18/2025	DECALS FOR UNIT # 662 & #302	826.88	
		0011121	APRINTCO	14118	2/18/2025	AM-DECALS FOR UNIT #302 & #7	826.88	
		0011121	APRINTCO	12855094	2/19/2025	AM-DECALS FOR UNIT #662 & #3	135.99	
		0005347	AMAZON.COM	112-1106065-6480	2/18/2025	AM-IPAD MOUNT FOR STREET D	33.06	
		0013492	MICHAEL'S STORE	266143772157334	2/5/2025	DS- SENIOR CENTER SUPPLIES	16.53	
		0005347	AMAZON.COM	111-7326368-8192	2/5/2025	DS- CULTURAL ART SUPPLIES	30.90	
		0005623	ORIENTAL TRADING	735937456	2/4/2025	DS-SENIOR CENTER SUPPLIES	313.94	
		0005347	AMAZON.COM	111-0674016-9012	2/6/2025	DS-YOUTH PROGRAM SUPPLIES	768.11	
		0005347	AMAZON.COM	111-5406996-5037	2/5/2025	DS-CONTRACT CLASS SUPPLIES	90.37	
		0005347	AMAZON.COM	112-6984290-2977	2/6/2025	DS- YOUTH PROGRAM SUPPLIE	509.28	
		0005347	AMAZON.COM	111-2122934-6460	2/5/2025	DS- CULTURAL ART SUPPLIES	11.77	
		0005347	AMAZON.COM	111-2556342-0884	2/9/2025	DS- YOUTH PROGRAM SUPPPLI	55.10	
		0008906	DOLLAR TREE	046458	2/11/2025	DS- YOUTH PROGRAM SUPPLIE	16.64	
		0012508	CALIFORNIA FISH GRILL	330974899299450	2/11/2025	DS- STAFF TRAINING	259.09	
		0014922	MUSUEM OF NEON ART	87377	2/13/2025	DS- COMMUNITY EXCURSION	366.00	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		00004854	SMART & FINAL	078166	2/14/2025	DS- GOLF SUPPLIES	100.00	
		0005295	WALMART	1042000314	2/18/2025	DS- YOUTH PROGRAM SUPPLIE	28.43	
		00003743	THE HUNTINGTON LIBRARY	RY7-22F-LXLL	2/19/2025	DS- COMMUNITY EXCURSION	460.00	
		0005292	TARGET	035872	2/5/2025	DS- SENIOR CENTER SUPPLIES	277.01	
		0008155	DROPBOX.COM	GP2BC93F89KR	1/27/2025	DROPBOX STANDARD PLAN: 3 L	540.00	
		0014937	ADRENALINE PAINTBALL & A	087126	1/29/2025	JM- YOUTH SPORTS PROGRAMS	22.05	
		0012474	THE HOME DEPOT DEPOT F	2526436	1/29/2025	JM- FITNESS PROGRAM EQUIPM	5.15	
		0014467	FITNESS ON DEMAND	58630	2/1/2025	JM- FOD MONTHLY SUBSCRIPTI	229.00	
		0014574	HUMANITIX	6YQQBA5X	2/5/2025	JM- AQUATICS MEMBERSHIP DU	400.00	
		0005613	SCPPOA	02/05/2025	4/29/2025	JM- AQUATICS MEMBERSHIP DU	20.00	
		0005613	SCPPOA	02/05/2025B	2/5/2025	JM- AQUATICS TRAINING	105.00	
		0005368	PRINTCO DIRECT	86094	2/11/2025	JM- SPRING FIT MARKETING	992.25	
		0005347	AMAZON.COM	113-5846598-4533	2/20/2025	JM- YOUTH SPORTS PROGRAMS	105.48	
		0014924	CJC OFF ROAD	C135905	2/4/2025	AUTO PART FOR UNIT #661	1,763.99	
		0014924	CJC OFF ROAD	C135905B	2/6/2025	EM-CARGOGLIDE FOR CITY TRU	661.50	
		0005347	AMAZON.COM	111-8449911-4690	2/3/2025	DS- YOUTH PROGRAM SUPPLIE	45.82	
		00004025	FBI- LEEDA	200118247	1/3/2025	EG-FBI LEEDA ELI COURSE	795.00	
		0005291	PARTY CITY	004886	2/5/2025	DS-SENIOR CENTER SUPPLIES	20.63	
		0005486	STAPLES BUSINESS ADVAN	053198	2/14/2025	EG-COIN ENVELOPES FOR JAIL	33.06	
		00000418	BRADLEYS PLASTIC BAG C(	1720	2/20/2025	EG-JAIL PROPERTY BAG 8X15	118.03	
		0005479	A WINDOW BETWEEN WORL	255313	2/13/2025	RA- FAMILY VIOLENCE PREVENT	100.00	
		0009649	AT&T	JANUARY 2025	1/21/2025	INTERNET AT AZALEA CMTY RO(	118.79	
		0012980	CHARTER COMMUNICATION	188430001012125	1/21/2025	SC- INTERNET AT AUDITORIUM	109.99	
		0011929	BENNETT-BOWEN & LIGHTH	CREDIT-BENNET	2/20/2025	EG-CREDIT	-45.78	
		00004804	RIO HONDO COMMUNITY C(	F24-272-ZSGT	1/28/2025	JEM- DEC. 10, 2024 - DRIVER TR	25.00	
		00004857	SMITH FASTENER COMPAN	0053819	2/3/2025	DR-MECHANIC SHOP SUPLIES	788.38	
		0011830	85 C BAKERY CAFE	02386	2/19/2025	RA-CITIZENS ACADEMY SNACKS	28.30	
		00001917	ENTENMANN - ROVIN CO.	N61TYF5E4SE2	1/29/2025	WC- ENTENMANN-ROVIN CODE	322.54	
		00002063	CACEO	300021752	1/30/2025	WC-CALIFORNIA ASSOCIATION (	100.00	
		00000634	CALBO	8086998818	2/4/2025	WC-CALIFORNIA BUILDING OFFI	170.00	
		00003955	GALLS, LLC, (FEIN 20-35459	28658585	2/6/2025	WC-GALLS CEO TEJEDA UNIFOF	238.05	
		0005347	AMAZON.COM	111-0924927-4684	1/22/2025	DR-PARK YARD-REPLACEMENT	84.84	
		0005347	AMAZON.COM	111-9287232-5649	1/23/2025	DR-GARDENING SUPPLYS-HOLL	21.45	
		0011192	ANDY'S AUTO SOUND	093732	1/27/2025	DR-WINDOW TINT UNIT # 479	66.15	
		0005486	STAPLES BUSINESS ADVAN	044705	1/28/2025	DR- OFFICE SUPPLYS USB	27.49	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0007984	O'REILLY AUTO PARTS	3063-204871	1/29/2025	DR-GREASE PARK YARD SUPPLI	757.41	
		0008513	EBAY	10-12673-36794	2/5/2025	DR-GOLF COURSE TOOL-SPECI/	73.14	
		0005347	AMAZON.COM	111-5780240-7690	1/27/2025	DR-TOOL BOX -PARK YARD	67.52	
		0006108	STARBUCKS COFFEE	674245	2/19/2025	RA-CITZENS ACADEMY COFFEE	22.00	
		00004804	RIO HONDO COMMUNITY C(	F24-264-ZSGT	1/28/2025	JEM- NOV. 1, 2024 - DRIVER TRA	25.00	
		00004618	CORBIN AND ASSOCIATES	322	1/22/2025	JEM- FEB. 10-14, 2025 - SCHOOL	396.00	
		00002342	INDEPENDENT CITIES ASSC	3050-5620	2/3/2025	AE-01/21-23/25 REGISTRATION F	-795.00	
		00001673	SCANTRON CORP.	CC10286	1/29/2025	NC SCANTRONS FOR WRITTEN	143.81	
		0005347	AMAZON.COM	113-6802625-9989	2/13/2025	DM-APC BATTERY REPLACEMEI	142.20	
		0005347	AMAZON.COM	113-2362447-5866	2/19/2025	MD- IPHONE CASE	11.01	
		0005347	AMAZON.COM	113-2286882-0184	2/20/2025	MD-BROTHER P TOUCH LABLE	16.66	
		0005347	AMAZON.COM	113-8025712-8533	2/18/2025	MD-BROTHER FAX-TN450	67.78	
		0009507	MISSION INN RIVERSIDE	400908849	1/27/2025	MA-HOTEL EXPENSE FOR CHIEF	-259.22	
		0013492	MICHAEL'S STORE	006406	2/17/2025	MA-FRAME FOR PROCLAMATIOI	16.53	
		0005347	AMAZON.COM	113-2794507-9870	2/11/2025	NC EMPLOYEE RECOGNITION D	63.83	
		0005347	AMAZON.COM	113-9258818-4493	2/11/2025	NC EMPLOYEE RECOGNITION D	117.80	
		0013705	ALFREDO TALAVERA	017559	2/4/2025	GM-LUNCH CATERING FOR SCH	490.00	
		0013953	HOUSE OF WINNERS, INC	020725-1	2/7/2025	NC PLAQUES FOR EMPLOYEE R	1,822.60	
		0010165	SOUND CLOUD PRO	4587335	2/23/2025	GM-YEARLY SUBSCRUPTION FC	99.00	
		0005295	WALMART	2000127-7202802	2/11/2025	NC EMPLOYEE RECOGNITION D	188.40	
		0014052	READYREFRESH	6706903363	2/14/2025	FY 24-25 CITYWIDE WATER DISF	1,388.94	74,233.80
42825	4/28/2025	00004266	U.S. BANK CORPORATE PAY					
		0014923	GOOSE GEAR	FORD SEAT	2/5/2025	AUTO PART FOR UNIT #661	2,199.49	2,199.49
	Voucher:							
109921	5/13/2025	00003502	ABC BATTERY INC.	33494	4/9/2025	BATTERIES	95.41	95.41
	Voucher:							
109922	5/13/2025	00003971	ADMINSURE INC.	17848	4/15/2025	WORKERS COMP CLAIM ADMIN	9,789.00	9,789.00
	Voucher:							
109923	5/13/2025	00004372	AIRGAS USA, LLC	9158779220	2/28/2025	SWIM STADIUM SPA MAINTENAI	321.03	321.03
	Voucher:							
109924	5/13/2025	0011325	ALAN'S LAWN & GARDEN CE	79727	4/16/2025	CARRY LARGE SUPPLY OF IRRI(	485.89	485.89
	Voucher:							
109925	5/13/2025	0011059	ALESHIRE & WYNDER, LLP	94848	4/15/2025	THRU 3/31/25 - SPECIALIZED LE(	1,296.00	1,296.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109926	5/13/2025	0011577	ALL PHASE ELECTRIC SUPP	0946-1111319	3/31/2025	ELECTRICAL EQUIPMENT, MATE	745.17	
	Voucher:			0946-1108899	2/13/2025	CONCRETE PULL BOXES AND LI	3,846.91	
				0946-1110731	3/31/2025	ELECTRICAL EQUIPMENT, MATE	745.17	
				0946-1108216	2/10/2025	ELECTRICAL EQUIPMENT, MATE	1,680.03	
				0946-1108090	2/4/2025	ELECTRICAL EQUIPMENT, MATE	1,649.51	
				0946-1108338	2/5/2025	ELECTRICAL EQUIPMENT, MATE	1,191.61	
				0946-1110730	3/31/2025	ELECTRICAL EQUIPMENT, MATE	1,490.34	
				0946-1108344	2/6/2025	BALL DIAMOND 1500 WATT BALL	2,526.14	13,874.88
109927	5/13/2025	0009558	AM CONSERVATION GROUP	IN1792846	4/2/2025	WATER CONSERVATION KITS	3,272.67	3,272.67
	Voucher:							
109928	5/13/2025	0007290	APW KNOX-SEEMAN	20960759	4/3/2025	MISC AUTO PARTS & LUBES	24.13	
	Voucher:			20984789	4/10/2025	MISC AUTO PARTS & LUBES	65.11	
				20984792	4/10/2025	MISC AUTO PARTS & LUBES	67.10	156.34
109929	5/13/2025	0012667	ARCHITERRA DESIGN GROU	33002	11/30/2024	DESIGN DEVELOPMENT FOR IN	495.00	495.00
	Voucher:							
109930	5/13/2025	0014735	ARCINA RISK GROUP LLC	23657	3/24/2025	THRU 2/28/25 - PROFESSIONAL	32.00	32.00
	Voucher:							
109931	5/13/2025	00000103	AREA E DISASTER MANAGE	2024-25-023	10/25/2024	FY2024-25, AREA E DISASTER M	10,758.00	10,758.00
	Voucher:							
109932	5/13/2025	00005075	AT&T	23264470	4/1/2025	BAN 9391034759 03/01/25-03/31/2	60.19	
	Voucher:			23268248	4/1/2025	BAN 9391068970 03/01/25- 03/31/	1,766.61	
				23269583	4/1/2025	BAN 9391081298 03/01/25- 03/31/	1,607.36	
				000023330759	4/13/2025	BAN 9391034766 03/3/25-04/12/25	150.83	
				000023330754	4/13/2025	BAN 939103476403/13/25- 04/12/2	780.36	
				000023330755	4/13/2025	BAN 9391034763 03/13/25- 04/12/	1,212.96	
				000023330757	4/13/2025	BAN 9391034762 03/13/25- 04/12/	1,215.25	
				000023330761	4/13/2025	BAN9391034761 03/13/25- 04/12/2	31.65	
				000023330758	4/13/2025	BAN 9391034760 03/13/25- 04/12/	21.82	
				23330756	4/13/2025	BAN 9391034765 03/13/25-04/12/2	1,059.48	7,906.51
109933	5/13/2025	00000201	ATLANTIC LOCK & KEY	000532	4/8/2025	SPECIALIZED KEYS FOR THE DE	575.44	
	Voucher:			000539	4/8/2025	SPECIALIZED KEYS FOR THE DE	575.44	
				000418	12/3/2024	SPECIALIZED KEYS FOR THE DE	475.00	
				000519	3/19/2025	LOCKSMITH SERVICES	187.30	1,813.18
109934	5/13/2025	0009040	ATLAS BACKFLOW	46339	4/10/2025	MISC	600.00	600.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109935	5/13/2025	0010585	AUTOZONE STORES, INC.	05488818227	4/7/2025	AUTO PARTS	553.74	
	Voucher:			05488813498	4/3/2025	AUTO PARTS	29.44	
				05488827827	4/16/2025	AUTO PARTS	184.03	
				05488820345	4/9/2025	AUTO PARTS	11.50	
				05488833318	4/21/2025	AUTO PARTS	68.90	
				05488812544	4/2/2025	AUTO PARTS	84.16	
				05488812895	4/2/2025	AUTO PARTS	105.25	
				05488828246	4/16/2025	AUTO PARTS	119.78	
				05488828294	4/16/2025	AUTO PARTS	110.47	
				05488812541	4/2/2025	AUTO PARTS	243.20	
				05488811455	4/1/2025	AUTO PARTS	36.51	
				05488812542		CREDIT - INV# 05488812541	-243.20	1,303.78
109936	5/13/2025	0011336	AVANT-GARDE INC.	10825	10/21/2024	SEPT 2024 ARPA MENTAL HEALT	935.00	
	Voucher:			ARPASG_092024	10/14/2024	SEPT 2024 ARPA MENTAL HEALT	546.84	
				10514	7/22/2024	JUNE 2024 ARPA MENTAL HEALT	315.00	1,796.84
109937	5/13/2025	0010615	BEARCOM	5874658	4/1/2025	APR 2025 - ANNUAL MAINTENAN	205.51	
	Voucher:			5874654	4/1/2025	APR 2025 - ANNUAL MAINTENAN	348.21	
				5874656	4/1/2025	APR 2025 - ANNUAL MAINTENAN	2,479.56	
				5810278	11/1/2024	NOV 2025 - ANNUAL MAINTENAN	2,479.56	
				5874651	4/1/2025	APR 2025 - ANNUAL MAINTENAN	342.88	
				5810273	11/1/2024	NOV 2024 -ANNUAL MAINTENAN	342.88	
				5860811	3/3/2025	MAR 2025 - ANNUAL MAINTENAN	205.51	
				5860809	3/3/2025	MAR 2025 - ANNUAL MAINTENAN	2,479.56	
				5860804	3/3/2025	MAR 2025 - ANNUAL MAINTENAN	342.88	
				5860807	3/3/2025	MAR 2025 - ANNUAL MAINTENAN	348.21	9,574.76
109938	5/13/2025	0011929	BENNETT-BOWEN & LIGHTH	3035140	3/13/2025	PURCHASE MOST OF THE HARD	432.18	432.18
	Voucher:							
109939	5/13/2025	0014408	BIO-ONE OF ORANGE	I3021353	3/26/2025	HOMELESS ENCAMPMENT CLEA	9,476.00	9,476.00
	Voucher:							
109940	5/13/2025	0013985	BOA ARCHITECTURE	24-3140-1	2/26/2025	01/14/25- 02/26/25 PROFESSIONA	38,950.00	38,950.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109941	5/13/2025	00004202	BRENNTAG PACIFIC INC	BPI510568	4/14/2025	SODIUM HYPOCHLORITE 12.5%	699.25	
	Voucher:			BPI505624	3/24/2025	SODIUM HYPOCHLORITE 12.5%	352.43	
				BPI510569	4/14/2025	SODIUM HYPOCHLORITE 12.5%	1,115.41	
				BPI510570	4/14/2025	SODIUM HYPOCHLORITE 12.5%	1,115.41	
				BPI510571	4/14/2025	SODIUM HYPOCHLORITE 12.5%	837.96	
				BPI505622	3/24/2025	SODIUM HYPOCHLORITE 12.5%	1,118.18	
				BPI505625	4/24/2025	SODIUM HYPOCHLORITE 12.5%	879.81	
				BPI510567	4/14/2025	SODIUM HYPOCHLORITE 12.5%	1,392.85	
				BPI505623	3/24/2025	SODIUM HYPOCHLORITE 12.5%	1,295.76	
				BPI505621	3/24/2025	SODIUM HYPOCHLORITE 12.5%	796.35	9,603.41
109942	5/13/2025	00000759	CALIFORNIA FRAME & AXLE	81126	4/9/2025	GARAGE REPAIRS	105.00	
	Voucher:			81117	4/8/2025	81117	252.05	357.05
109943	5/13/2025	0010998	CALIFORNIA LATINO LEADEI	JUNE 2024	6/30/2024	CDBG-CV -CA LATINO LEADERSI	4,200.00	4,200.00
	Voucher:							
109944	5/13/2025	00000780	CALTEX PLASTICS	289811	4/3/2025	INVENTORY PO/ TRASH BAGS	5,714.70	5,714.70
	Voucher:							
109945	5/13/2025	0012885	CANON FINANCIAL SERVICE	39891829	4/11/2025	04/20/25-05/19/25 - PD MONTHLY	339.52	
	Voucher:			39550845	3/22/2025	LATE FEE 03/22/25 - MONTHLY LI	141.38	480.90
109946	5/13/2025	0014155	CELEDON'S EXERCISE EQU	1224	4/4/2025	SERVICE/REPAIR MAINTAIN FITN	1,676.23	
	Voucher:			1225	4/17/2025	SERVICE/REPAIR MAINTAIN FITN	4,298.65	5,974.88
109947	5/13/2025	00000898	CENTRAL BASIN MUNI WATE	SG-FEB25	3/20/2025	FEB 2025 MONTHLY CB METER (	9,894.97	9,894.97
	Voucher:							
109948	5/13/2025	00001102	CENTRAL BASIN WATER AS:	FEB 11 2025 CBW	2/25/2025	FEB 11 2025 CBWA MEMBERSHI	50.00	50.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109949	5/13/2025	0006239	CENTRAL FORD	57907	4/14/2025	AUTO PARTS	201.76	
	Voucher:			57908	4/15/2025	AUTO PARTS	910.63	
				58120	4/21/2025	AUTO PARTS	418.72	
				57804	4/9/2025	AUTO PARTS	325.65	
				57818	4/9/2025	AUTO PARTS	80.00	
				58323	4/21/2025	AUTO PARTS	151.90	
				58012	4/14/2025	AUTO PARTS	251.66	
				57750	4/8/2025	AUTO PARTS	46.96	
				57140	3/26/2025	AUTO PARTS	849.83	
				58188	4/17/2025	AUTO PARTS	697.05	
				58092	4/16/2025	AUTO PARTS	386.85	
				58213	4/21/2025	AUTO PARTS	373.60	4,694.61
109950	5/13/2025	0012980	CHARTER COMMUNICATION	188428701032125	3/21/2025	ACCT# 188428701: 3/27/25-4/26/2	129.99	
	Voucher:			188426501040125	4/1/2025	ACCT# 188426501 - APR 2025 SC	161.26	
				187588601032125	3/21/2025	ACCT# 187588601: 3/27/25-4/26/2	439.68	
				116996701012125	1/21/2025	ACCT# 116996701: 1/21/24-2/20/2	2,907.81	
				188426601031425	1/14/2025	ACCT# 188426601 - 3/20/25-4/19/2	137.02	3,775.76
109951	5/13/2025	0013649	CHEQUE TRAILER PARTS S/	4886	4/3/2025	TRAILERS PARTS	50.54	50.54
	Voucher:							
109952	5/13/2025	00005073	CITY OF DOWNEY	237727	2/7/2025	JULY2024 -DECEMBER 2024 - TF	444.52	444.52
	Voucher:							
109953	5/13/2025	0013515	CITY TIRES	47043	4/7/2025	AUTO ALIGNMENT AND TIRES	89.00	89.00
	Voucher:							
109954	5/13/2025	0011708	CLIENTFIRST TECHNOLOGY	17869	1/31/2025	JAN 2025- ENTERPRISE RESOUI	2,503.75	
	Voucher:			17917	2/28/2025	FEB 2025- IT PROJECT MANAGE	15,827.50	
				17929	2/28/2025	FEB 2025- ENTERPRISE RESOUI	2,646.25	20,977.50
109955	5/13/2025	0014642	CMR: ESQUIVEL, CYNTHIA	4/10/25	4/10/2025	04/10/25 - PARKS COMMISSION I	75.00	75.00
	Voucher:							
109956	5/13/2025	00004154	CMR: FLORES II, ALAN D.	4/10/2025	4/10/2025	04/10/25 - PARKS COMMISSION I	75.00	75.00
	Voucher:							
109957	5/13/2025	0010134	CMR: LABORIN, JOVANNA	12/5/24 TO 2/4/25	4/15/2025	12/5/24, 1/21/25, 2/4/25 PLANNINC	375.00	375.00
	Voucher:							
109958	5/13/2025	0013812	CMR: PELAYO, EDGAR	4/10/25	4/10/2025	4/10/25 - PARKS COMMISSION M	75.00	75.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109959	5/13/2025	0012949	CMR: RUIZ, LIZETTE	4/10/25	4/10/2025	04/10/25 - PARKS COMMISSION I	75.00	75.00
	Voucher:							
109960	5/13/2025	0011922	CONCENTRA MEDICAL CEN	86375118	4/2/2025	MEDICAL SERVICES FOR NEW E	718.00	
	Voucher:			86303565	3/26/2025	MEDICAL SERVICES FOR NEW E	359.00	
				86445540	4/9/2025	MEDICAL SERVICES FOR NEW E	350.00	1,427.00
109961	5/13/2025	0011159	CONSERVATION CORPS OF	PR 5 1124	4/4/2025	NOV 2024 PROVIDE YOUTH TO A	51,008.13	
	Voucher:			PR 6 1224	4/8/2025	DEC 2024 PROVIDE YOUTH TO A	44,448.82	
				PR 7 1224	4/9/2025	JAN 2025 PROVIDE YOUTH TO A	36,245.70	131,702.65
109962	5/13/2025	00005110	COUNTY OF L.A. DEPT OF P	RE-PW 25011303(	1/13/2025	DEC. 2024 - TRAFFIC SIGNAL &	6,714.65	
	Voucher:			RE-PW 25021004:	2/10/2025	THRU JAN 2025 - TRAFFIC SIGN/	1,722.36	8,437.01
109963	5/13/2025	00005110	COUNTY OF L.A. DEPT OF P	RE-PW 25031004(	3/10/2025	THRU FEB 2025 - TRAFFIC SIGN/	661.35	661.35
	Voucher:							
109964	5/13/2025	0006251	CROWN TROPHY	17873	4/15/2025	TROPHYS	94.01	94.01
	Voucher:							
109965	5/13/2025	00001423	DAILY JOURNAL CORPORAT	B3910242	3/27/2025	03/27/25- ZONE CHANGE AND GI	260.00	
	Voucher:			B3914573	4/10/2025	04/10/2025 APPEAL _DETERMIN/	460.00	720.00
109966	5/13/2025	0013681	DANIELS TIRE SERVICE, INC	200534474	4/7/2025	AUTOMOTIVE TIRES	500.00	
	Voucher:			200534986	4/7/2025	AUTOMOTIVE TIRES	500.00	
				200534987	4/7/2025	AUTOMOTIVE TIRES	500.00	
				200534977	4/4/2025	AUTOMOTIVE TIRES	188.00	
				200534475	4/4/2025	AUTOMOTIVE TIRES	390.00	
				200534985	4/8/2025	AUTOMOTIVE TIRES	500.00	2,578.00
109967	5/13/2025	0005392	DAVID VOLZ DESIGN	422893	10/4/2024	DESIGNS FOR THE SOUTH GATE	3,640.00	3,640.00
	Voucher:							
109968	5/13/2025	0012407	DAVIS FARR LLP	2601	2/5/2025	FY2024-25 AUDIT	5,848.00	5,848.00
	Voucher:							
109969	5/13/2025	0007803	DON KELLER COLLISION CE	800	4/1/2025	BODY SHOP & REPAIR VECHICLI	1,922.43	1,922.43
	Voucher:							
109970	5/13/2025	0014559	DRIVERS LICENSE GUIDE C	0014559	4/15/2025	2025 I.D. CHECKING GUIDE	38.71	
	Voucher:			848537	4/15/2025	I.D. CHECKING GUIDE 16TH INTE	53.16	91.87
109971	5/13/2025	0014824	EAST BAY FIREARMS TRAIN	103	4/2/2025	05/27/25 LAW ENFORCEMENT PE	500.00	500.00
	Voucher:							
109972	5/13/2025	00001782	EBERHARD EQUIPMENT	17065	4/9/2025	KABOTA EQUIPMENT REPAIR AN	667.53	667.53
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109973	5/13/2025	0011434	EDGESOFT, INC.	3518	12/26/2024	EDGESOFT INC. PROJECT MAN/	13,000.00	13,000.00
	Voucher:							
109974	5/13/2025	0011691	EMP: GODINEZ, CESAR	17437227	3/29/2025	MEMBERSHIP REIMBURSEMENT	316.00	316.00
	Voucher:							
109975	5/13/2025	0012683	EMP: LOERA, JOSE	LICENSE NO. 271	2/28/2025	REIMBURSEMENT RENEWAL CI	180.00	
	Voucher:			NOTEBOOK- J	2/1/2025	REIMBURSEMENT FOR PROFES	25.85	205.85
109976	5/13/2025	0012309	EMP: TANG, KENNETH	246988	12/22/2024	REIMB: CERTIFICATION RENEW/	474.99	474.99
	Voucher:							
109977	5/13/2025	0013809	EXTREME PLATES, LLC	16003	12/4/2024	RUMBLE PLATES FOR URBAN O	899.81	899.81
	Voucher:							
109978	5/13/2025	0010558	FACTORY MOTOR PARTS C(	167-196380	4/1/2025	FACTORY AUTO PARTS	147.63	
	Voucher:			12-6506566	4/7/2025	FACTORY AUTO PARTS	387.22	
				167-197146	4/9/2025	FACTORY AUTO PARTS	450.92	
				167-197188	4/9/2025	FACTORY AUTO PARTS	456.41	
				12-6493620	4/1/2025	FACTORY AUTO PARTS	638.35	2,080.53
109979	5/13/2025	00001988	FAIR HOUSING FOUNDATIOI	6	2/5/2025	DEC. 2024 - FAIR HOUSING FOUI	1,750.05	
	Voucher:			QTR.3/2025 7	2/5/2025	FAIR HOUSING FOUNDATION	1,716.46	3,466.51
109980	5/13/2025	00000619	FALCON FUELS, INC.	82750	4/8/2025	REG UNLEADED 10% ETH FUEL	12,420.77	
	Voucher:			82332	3/24/2025	REG UNLEADED 10% ETH FUEL	4,210.15	16,630.92
109981	5/13/2025	0013187	FAST 5 SOUTH GATE 9, LLC	00181	3/31/2025	CAR WASH FOR POLICE DEPT.	280.00	280.00
	Voucher:							
109982	5/13/2025	0005869	FERGUSON WATERWORKS	0047325	4/1/2025	INVENTORY PO/ COPPER	6,482.71	6,482.71
	Voucher:							
109983	5/13/2025	0010625	FLEETCREW / ZIPPY	59878	4/3/2025	SERVICE EMMISION CONTROL S	610.21	
	Voucher:			59991	4/7/2025	SERVICE EMMISION CONTROL S	610.21	
				59990	4/7/2025	SERVICE EMMISION CONTROL S	610.21	
				60002	4/8/2025	SERVICE EMMISION CONTROL S	835.21	
				59563	3/13/2025	SERVICE EMMISION CONTROL S	450.00	
				59979	4/7/2025	SERVICE EMMISION CONTROL S	835.21	
				60003	4/8/2025	SERVICE EMMISION CONTROL S	610.21	4,561.26
109984	5/13/2025	00003770	FLEMING ENVIRONMENTAL	22489	4/3/2025	MONTHLY FUEL SITE INSPECTIC	821.92	821.92
	Voucher:							
109985	5/13/2025	0008331	FORENSIC NURSE RESPON	02-08-25	3/1/2025	SART EXAMS SEXUAL ASSAULT	4,691.00	4,691.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109986	5/13/2025	0013758	FROST BROWN TODD LLP	210539291	3/28/2025	FEB 2025 - LEGAL SERVICES	6,086.00	
	Voucher:			210539288	3/28/2025	FEB 2025 - LEGAL SERVICES	1,248.00	
				210539372	3/28/2025	FEB 2025 - LEGAL SERVICES	5,500.50	
				210539381	3/28/2025	FEB 2025 - LEGAL SERVICES	5,506.00	
				210539308	3/28/2025	FEB 2025 - LEGAL SERVICES	256.00	
				210539287	3/28/2025	FEB 2025 - LEGAL SERVICES	128.00	
				210539371	3/28/2025	FEB 2025 - LEGAL SERVICES	695.69	
				210539377	3/28/2025	FEB 2025 - LEGAL SERVICES	170.00	
				210539310	3/28/2025	FEB 2025 - LEGAL SERVICES	1,355.40	
				210539309	3/28/2025	FEB 2025 - LEGAL SERVICES	1,743.85	
				210539311	3/28/2025	FEB 2025 - LEGAL SERVICES	7,024.80	
				210539374	3/28/2025	FEB 2025 - LEGAL SERVICES	1,289.08	
				210539375	3/28/2025	FEB 2025 - LEGAL SERVICES	26,049.72	
				210539307	3/28/2025	FEB 2025 - LEGAL SERVICES	1,120.00	
				210539378	3/28/2025	FEB 2025 - LEGAL SERVICES	352.00	
				210539376	3/28/2025	FEB 2025 - LEGAL SERVICES	1,288.95	
				210539303	3/28/2025	FEB 2025 - LEGAL SERVICES	10.70	
				210539380	3/28/2025	FEB 2025 - LEGAL SERVICES	15,141.50	
				210539290	3/28/2025	FEB 2025 - LEGAL SERVICES	64.00	
				210539305	3/28/2025	FEB 2025 - LEGAL SERVICES	4,352.00	
				210539370	3/28/2025	FEB 2025 - LEGAL SERVICES	306.00	
				210539382	3/28/2025	FEB 2025 - LEGAL SERVICES	4,318.60	
				210539369	3/28/2025	FEB 2025 - LEGAL SERVICES	12,512.00	
				210539286	3/28/2025	FEB 2025 - LEGAL SERVICES	3,250.00	
				210539292	3/28/2025	FEB 2025 - LEGAL SERVICES	7,761.50	
				210539379	3/28/2025	FEB 2025 - LEGAL SERVICES	3,318.00	
				210539373	3/28/2025	FEB 2025 - LEGAL SERVICES	3,520.00	
				210539306	3/28/2025	FEB 2025 - LEGAL SERVICES	1,568.00	
				210539289	3/28/2025	FEB 2025 - LEGAL SERVICES	352.00	
				210539304	3/28/2025	FEB 2025 - LEGAL SERVICES	544.00	
				210539383	3/28/2025	FEB 2025 - LEGAL SERVICES	9,440.00	126,272.29
109987	5/13/2025	0013758	FROST BROWN TODD LLP	210539368	3/28/2025	FEB 2025 - LEGAL SERVICES	4,478.12	4,478.12
	Voucher:							
109988	5/13/2025	00002304	GENERAL PUMP COMPANY	32329	3/31/2025	GENERAL PUMP ANNUAL ON CA	17,351.38	17,351.38
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109989	5/13/2025	0013185	GILMAN CONSTRUCTION MI	3525	1/31/2025	JAN. 2025 PROVIDE GCMEDIA 4I	339.00	
	Voucher:			3431	11/30/2024	NOV. 2024-PROVIDE GCMEDIA 4	339.00	
				3455	12/31/2024	DEC-2024 PROVIDE GCMEDIA 4I	339.00	1,017.00
109990	5/13/2025	0014956	GO2ZERO STRATEGIES, LLC	2024448	3/31/2025	SOLID WASTE MANAGEMENT C(	5,316.25	
	Voucher:			2024384	1/31/2025	SOLID WASTE MANAGEMENT C(	6,231.25	
				2024414	2/28/2025	SOLID WASTE MANAGEMENT C(	2,131.25	13,678.75
109991	5/13/2025	00004113	GOLDEN BELL PRODUCTS II	19121	2/24/2025	INSECTICIDAL FOR SEWER ROA	11,988.00	11,988.00
	Voucher:							
109992	5/13/2025	0008789	GONZALEZ, VIOLETA ORQUI	JANUARY 2025	1/31/2025	FAMILY VIOLENCE PREVENTIOI	2,170.00	
	Voucher:			FEBRUARY 2025	4/9/2025	FEB 2025 - VIOLETA GONZALEZ,	1,942.50	4,112.50
109993	5/13/2025	00002890	GRAINGER	9395738645	2/4/2025	SPECIALTY HARDWARE	221.64	
	Voucher:			9394348438	2/3/2025	SPECIALTY HARDWARE	791.89	1,013.53
109994	5/13/2025	00002529	HINDERLITER DE LLAMAS &	SIN047968	3/31/2025	JAN- MARCH 2025 SALES TAX C(	1,528.62	1,528.62
	Voucher:							
109995	5/13/2025	00000268	HOME DEPOT CREDIT SERV	6350207	2/24/2025	GENERAL MAINTENANCE - MISC	231.18	
	Voucher:			5374300	1/16/2025	ELECTRICAL SUPPLIES	560.19	
				9341469	4/2/2025	MISC SUPPLIES	16.44	
				4350225	2/26/2025	GENERAL MAINTENANCE - MISC	195.66	
				4034436	2/26/2025	GENERAL MAINTENANCE - MISC	304.39	
				9341403	3/3/2025	GENERAL MAINTENANCE - MISC	13.93	
				6361774	2/24/2025	GENERAL MAINTENANCE - MISC	232.08	
				6374942	4/15/2025	MISC SUPPLIES	68.87	
				8372997	4/3/2025	WATER DEPARTMENT SUPPLIES	333.33	
				6341459	3/26/2025	WATER DEPARTMENT SUPPLIES	326.93	
				4374849	4/7/2025	WATER DEPARTMENT SUPPLIES	211.22	
				4362124- 04/17/25	4/17/2025	STREET SUPPLIES	274.01	
				0381198	4/1/2025	WATER DEPARTMENT SUPPLIES	188.01	
				6350500	3/26/2025	ELECTRICAL SUPPLIES	34.07	
				1362065	4/10/2025	MISC SUPPLIES	108.75	
				2350458	3/20/2025	ELECTRICAL SUPPLIES	208.44	
				13744888	4/10/2025	MISC SUPPLIES	258.01	
				9374821	4/2/2025	STREET SUPPLIES	109.28	3,674.79
109996	5/13/2025	00000647	HONEYWELL INTERNATION/	5268807431	12/30/2024	HVAC SERVICES FOR SOUTH G/	43,349.79	
	Voucher:			5269585775	4/1/2025	ANNUAL HVAC EQUIPMENT MAI	12,040.08	55,389.87

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109997	5/13/2025	0014797	HUBBELL LENOIR CITY	444437462	1/30/2025	RESTOCK WATER METER BOXE	19,360.12	19,360.12
	Voucher:							
109998	5/13/2025	0006153	HUMAN SERVICES ASSOCIA	FEB 1-28 2025	3/10/2025	FEB 2025 - PROVIDE LUNCH AT	1,447.00	
	Voucher:			MAR 1-312025	4/10/2025	MAR 2025 - PROVIDE LUNCH AT	1,447.00	
				JAN 1-31 2025	2/10/2025	JAN 2025 - PROVIDE LUNCH AT	1,447.00	4,341.00
109999	5/13/2025	0014955	I. ALVAREZ, CHRISTOPHER	153	4/8/2025	APR 2025- DJ MOM PROM	300.00	300.00
	Voucher:							
110000	5/13/2025	00001298	IIMC	MBRSHIP THRU 6	4/3/2025	YODIT GLAZE, CITY CLERK IIMC	235.00	235.00
	Voucher:							
110001	5/13/2025	00002342	INDEPENDENT CITIES ASSC	1378	5/31/2025	MEMBERSHIP DUES FOR FY202	4,636.30	4,636.30
	Voucher:							
110002	5/13/2025	00004578	INTERWEST CONSULTING G	539215	8/13/2024	INTERWEST CONSULTANT- PLAI	14,193.75	14,193.75
	Voucher:							
110003	5/13/2025	00004578	INTERWEST CONSULTING G	1422072	3/17/2025	FEB 2025 MID-BLOCK CROSSWA	9,557.50	9,557.50
	Voucher:							
110004	5/13/2025	0008222	JCL TRAFFIC SERVICES	128070	2/26/2025	BARRICADES,TRAFFIC PRODUC	146.87	
	Voucher:			128069	2/26/2025	BARRICADES,TRAFFIC PRODUC	92.88	239.75
110005	5/13/2025	0010897	JENSEN PRECAST	CD99265434	12/23/2024	DELIVERY OF MATERIAL FOR UF	6,615.00	6,615.00
	Voucher:							
110006	5/13/2025	0013816	JO GO TOOLS LLC	04152556628	4/15/2025	PROVIDES AUTOMOTIVE SPECI/	340.00	340.00
	Voucher:							
110007	5/13/2025	0011585	JOHNSON CONTROLS FIRE	52744453	2/28/2025	WESTSIDE RESERVOIR - REPLA	6,675.97	6,675.97
	Voucher:							
110008	5/13/2025	00003387	KNORR SYSTEMS, INC.	256952	12/19/2024	POOL SUPPLIES	543.75	
	Voucher:			250251	10/28/2024	INSTALLATION OF THE CO2 CRY	11,615.98	
				KDI9136		CREDIT - HISTORICAL BALANCE	-257.48	11,902.25

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110009	5/13/2025	0008150	L.N. CURTIS & SONS	INV930354	3/25/2025	UNIFORM AND ACCESSORIES	24.93	
	Voucher:			INV933513	4/2/2025	UNIFORM AND ACCESSORIES	639.40	
				INV928838	3/21/2025	UNIFORM AND ACCESSORIES	99.45	
				INV930759	3/26/2025	UNIFORM AND ACCESSORIES	23.87	
				INV933521	4/2/2025	UNIFORM AND ACCESSORIES	218.89	
				INV930188	3/25/2025	UNIFORM AND ACCESSORIES	43.10	
				INV933518	4/2/2025	UNIFORM AND ACCESSORIES	173.86	
				INV931845	3/28/2025	UNIFORM AND ACCESSORIES	233.08	
				INV930785	3/26/2025	UNIFORM AND ACCESSORIES	13.26	
				INV933515	4/2/2025	UNIFORM AND ACCESSORIES	173.86	
				INV930792	3/26/2025	UNIFORM AND ACCESSORIES	23.87	1,667.57
110010	5/13/2025	00003540	LA COUNTY DEPT. OF PUBLI	RE- PW- 2502100:	2/10/2025	CONTRACT SERVICES FOR AS N	2,046.50	
	Voucher:			RE- PW- 2501130:	1/13/2025	CONTRACT SERVICES FOR AS N	1,561.21	
				RE- PW- 2502100:	2/10/2025	CONTRACT SERVICES FOR AS N	700.15	
				RE- PW- 2511130:	1/13/2025	CONTRACT SERVICES FOR AS N	5,924.02	
				RE- PW- 2501130:	1/13/2025	CONTRACT SERVICES FOR AS N	7,063.83	
				RE- PW- 2502100:	2/10/2025	CONTRACT SERVICES FOR AS N	1,121.87	
				RE- PW- 2501130:	1/13/2025	CONTRACT SERVICES FOR AS N	6,108.01	
				RE- PW- 2503100-	3/10/2025	CONTRACT SERVICES FOR AS N	3,361.11	
				RE- PW- 2502100:	2/10/2025	CONTRACT SERVICES FOR AS N	483.37	28,370.07
110011	5/13/2025	0012590	LA TRUCK & AUTO INC, NAP/	314988	4/8/2025	AUTOMOTIVE PARTS	153.99	
	Voucher:			314590	4/2/2025	AUTOMOTIVE PARTS	315.17	469.16
110012	5/13/2025	0014114	LEE & RO, INC	1249/13	3/12/2025	SEWER SYSTEM RELIGNING PR	2,853.00	2,853.00
	Voucher:							
110013	5/13/2025	00004005	LEXIS NEXIS RISK SOLUTIOI	1100113430	3/31/2025	NOV. 2024 - MARCH 2025 AVCC S	7,250.00	7,250.00
	Voucher:							
110014	5/13/2025	0014756	LIBERTY DENTAL PLAN, OF I	APR 2025	3/12/2025	APR 2025 : PREMIMUM ADJUSTM	612.45	612.45
	Voucher:							
110015	5/13/2025	00003754	LIEBERT CASSIDY WHITMOI	283055	11/30/2024	THRU 11/30/24 - PROFESSIONAL	753.00	753.00
	Voucher:							
110016	5/13/2025	0013894	LOS DEL MOMENTO	100	4/21/2025	7/31/25 - DEPOSIT - CONCERT IN	200.00	200.00
	Voucher:							
110017	5/13/2025	0008037	MARIPOSA LANDSCAPES IN	112923	3/31/2025	MAR 2025 - ANNUAL LANDSCAPE	33,264.26	33,264.26
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110018	5/13/2025	00004060	MCMASTER-CARR SUPPLY (	40270054		CREDIT - INV# 38909412	-901.15	
	Voucher:			38909412	1/19/2025	SPECIAL HARDWARE. NO WORK	901.15	
				38991531	1/13/2025	SPECIAL HARDWARE. NO WORK	854.37	
				43427564	4/3/2025	SPECIAL HARDWARE. NO WORK	116.98	
				42315627	3/13/2025	SPECIAL HARDWARE. NO WORK	674.27	
				42581232	3/19/2025	SPECIAL HARDWARE. NO WORK	212.63	1,858.25
110019	5/13/2025	0014880	MIA RECIO	MSSPRING425	4/10/2025	SPRING 2025 - ART CLASSES FC	379.00	379.00
	Voucher:							
110020	5/13/2025	0009818	MICHAEL BAKER INTERNATI	1243071	3/25/2025	EMERGENCY OPERATIONS PLAI	15,150.00	15,150.00
	Voucher:							
110021	5/13/2025	00003815	MICHELSON LABORATORIES	0720884	3/31/2025	TITLE 22 LAB ANALYSIS	946.25	
	Voucher:			0720883	3/31/2025	TITLE 22 LAB ANALYSIS	984.10	1,930.35
110022	5/13/2025	0014517	MIDNIGHT PLUMBING LLC	2964	12/19/2024	POLICE DEPARTMENT SEPTIC T.	2,300.00	2,300.00
	Voucher:							
110023	5/13/2025	00000447	MISC - BLDG PERMITS	248690-KDM	4/7/2025	REFUND PERMIT# 02000001413,	9,607.90	9,607.90
	Voucher:							
110024	5/13/2025	00000170	MISC - PKS & REC REFUND	81591005 GIRL S(	4/10/2025	REFUND OF DEPOSIT (AFTER E'	495.00	495.00
	Voucher:							
110025	5/13/2025	00000170	MISC - PKS & REC REFUND	83787480 BUSTAI	4/10/2025	REFUND OF DEPOSIT (AFTER E'	319.00	319.00
	Voucher:							
110026	5/13/2025	00000170	MISC - PKS & REC REFUND	83781051 MONRC	3/26/2025	REFUND FOR E. MONROY TIN T\	101.00	101.00
	Voucher:							
110027	5/13/2025	0007720	MRI SOFTWARE, LLC.	MRIUS2238976	1/29/2025	5/1/25-44/30/25 - ANNUAL HOUSI	32,268.44	32,268.44
	Voucher:							
110028	5/13/2025	0009426	MV CHENG & ASSOCIATES,	02/28/2025B	2/28/2025	FEB 2025 SR. FINANCIAL ANALY	12,750.00	
	Voucher:			03/31/2025B	3/31/2025	SR. FINANCIAL ANALYST/ SR AC	13,685.00	26,435.00
110029	5/13/2025	0011779	NACHO AUTOMOTIVE REPAI	37458	6/11/2024	SMOG INSPECTION ON UNIT #17	40.00	
	Voucher:			38509	10/21/2024	VEHICLE SMOG INSPECTION & I	40.00	80.00
110030	5/13/2025	0014986	NATIONAL GENERAL INSUR/	MENDOZA CLAIM	4/14/2025	NATIONAL GENERAL AS SUBRO(	6,500.00	6,500.00
	Voucher:							
110031	5/13/2025	00004969	NATIONAL READY MIXED CC	932280	2/19/2025	CONCRETE, SAND AND AGGREC	1,170.21	1,170.21
	Voucher:							
110032	5/13/2025	0012515	NATIONAL TESTING NETWO	17449	1/20/2025	JAN 2022/ JAN 2026 - ANNUAL NT	500.00	500.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110033	5/13/2025	00004001	NATIONAL TRAINING CONCE	25-041	4/10/2025	APRIL14-17 , 2025 - ACTIVE SHO	550.00	550.00
	Voucher:							
110034	5/13/2025	0012286	NATIONWIDE ENVIRONMEN	34654	3/15/2025	MAR 2025 - CITYWIDE STREET S	68,534.70	68,534.70
	Voucher:							
110035	5/13/2025	0007984	O'REILLY AUTO PARTS	3063-216143	4/17/2025	AUTO PARTS	42.07	
	Voucher:			3063-214954	4/9/2025	AUTO PARTS	282.24	
				3063-213956	4/2/2025	AUTO PARTS	114.93	
				3063-214982	4/9/2025	AUTO PARTS	7.51	
				3063-214956	4/9/2025	AUTO PARTS	140.17	
				3063-214653	4/7/2025	AUTO PARTS	166.45	
				3063-214695	4/7/2025	AUTO PARTS	165.80	
				3063-214132	4/3/2025	AUTO PARTS	57.88	
				3063-216022	4/16/2025	AUTO PARTS	29.56	
				3063-216198	4/17/2025	AUTO PARTS	66.16	
				3063-214011	4/2/2025	AUTO PARTS	39.86	
				3063-214002	4/2/2025	AUTO PARTS	86.39	
				3063-213049	3/27/2025	AUTO PARTS	76.63	
				3063-215067	4/9/2025	AUTO PARTS	157.69	
				3063-216166	4/17/2025	AUTO PARTS	111.55	
				3063-214874	4/8/2025	AUTO PARTS	102.52	
				3063-216074	4/16/2025	AUTO PARTS	310.09	1,957.50
110036	5/13/2025	00002769	PARIS LASER PRINTER REP	29986	7/31/2024	CONFIRMING PO - PRINTER MAI	2,915.31	
	Voucher:			30194	1/29/2025	PRINTER REPAIR	595.02	3,510.33
110037	5/13/2025	0013702	PB LOADER CORPORATION	INV0022767	2/11/2025	REPLACEMENT FOR UNIT #225 I	126,116.27	126,116.27
	Voucher:							
110038	5/13/2025	00003789	PD: MONTERROZA, JOHANN	BRIEFCASE	4/15/2025	REIMB. FOR REQUIRED EQUIPM	363.78	363.78
	Voucher:							
110039	5/13/2025	0014983	PD:PEREZ, LEONARDO FAR	0014983	4/1/2025	FEB 3- FEB 28, 2025 ADULT COR	559.36	559.36
	Voucher:							
110040	5/13/2025	0009511	PD:PRADO FAMILY SHOOTIN	7397	4/13/2025	APRIL 8- 9, 2025-FIRE ARMS TRA	900.00	900.00
	Voucher:							
110041	5/13/2025	00004713	PETTY CASH- PARKS & REC	2/11/25 - 3/18/25	4/14/2025	2/11/25 L. ROSAS - POSTAGE	137.81	137.81
	Voucher:							
110042	5/13/2025	0014012	PIPE TEC, INC.	13661	3/4/2025	CLOSED CIRCUIT TELEVISION IN	8,995.00	
	Voucher:			14013	2/18/2025	CLOSED CIRCUIT TELEVISION IN	8,880.00	17,875.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110043	5/13/2025 Voucher:	00002335	PITNEY BOWES	MAY 2025	5/13/2025	RESERVE ACCOUNT (# 3471907(	4,500.00	4,500.00
110044	5/13/2025 Voucher:	0013899	PK: ART MADE IZZY	AMISPRING425	4/10/2025	ART CLASSES CONTRACTOR	940.50	940.50
110045	5/13/2025 Voucher:	00001643	PK: DIAZ, VANESSA	VDSPRING425	4/21/2025	BABY MEXICAN FOLK & BABY B/	1,315.20	1,315.20
110046	5/13/2025 Voucher:	0011257	PK: GUILMETTE, ROBERT	RGEVENT0325	3/28/2025	YOGA CLASSES	737.00	737.00
110047	5/13/2025 Voucher:	00003691	PK: LARIOS, JUAN	JLAPR0425	4/17/2025	APRIL 2025 KARATE YOUTH AND	396.00	396.00
110048	5/13/2025 Voucher:	00003708	PK: LASTRA, MARY	MLSPRING425	4/21/2025	MEXICAN FOLK DANCE	3,375.68	3,375.68
110049	5/13/2025 Voucher:	0013766	PK: LOPEZ, ASHLEY	ALSPRING425	4/21/2025	YOUTH CHEER CLASSES	1,446.72	1,446.72
110050	5/13/2025 Voucher:	0009213	PK: MARTINEZ, GILBERT	070325	2/26/2025	SOUND SYSTEM FOR CONCERT	5,625.00	5,625.00
110051	5/13/2025 Voucher:	0009212	PK: RAMOS, GUNTHER H. AI	GASPRING425	4/21/2025	DOG OBEDIENCE	569.92	569.92
110052	5/13/2025 Voucher:	0011335	PK: SALAZAR, ALICIA C	ASSPRING425	4/10/2025	ART INSTRUCTION FOR ADULTS	1,128.00	1,128.00
110053	5/13/2025 Voucher:	00003721	PLUMBERS DEPOT INC.	PD-58548	4/17/2025	GAPVAX REPAIR AND PARTS	2,595.37	2,595.37
110054	5/13/2025 Voucher:	0005405	POLLARDWATER.COM	0283517	3/18/2025	WATER RELATED TOOLS AND E(	167.43	167.43
110055	5/13/2025 Voucher:	0009041	PRES TECH EQUIPMENT CC	INV-001234	3/13/2025	MATERIAL,PARTS AND SERVICI	1,979.71	1,979.71
110056	5/13/2025 Voucher:	0011466	PRINCIPAL LIFE INSURANCE	APR 2025	3/28/2025	APR 2025 - PREMIUM ADJUSTME	4,525.02	
				MAR 2025	2/28/2025	MAR 2025 - PREMIUM ADJUSTMI	2,599.37	7,124.39
110057	5/13/2025 Voucher:	00000416	RAPID-O-PRINT	33558	4/10/2025	PRINTING	1,356.08	1,356.08
110058	5/13/2025 Voucher:	0013627	RED WING BRANDS OF AME	20250410109693	4/10/2025	SAFETY FOOTWEAR PROVIDER	643.27	643.27
110059	5/13/2025 Voucher:	00003963	RESOURCE BUILDING MATE	3943806	1/22/2025	INVENTORY PO/ CONCRETE	1,453.32	1,453.32

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110060	5/13/2025	0014732	RETURN TO WORK PARTNE	0014732	4/1/2025	ACCOMMODATION MEETING FO	240.00	240.00
	Voucher:							
110061	5/13/2025	00002735	ROADLINE PRODUCTS, INC.	21255	4/15/2025	STREET DIVISION AS NEEDED P	664.50	664.50
	Voucher:							
110062	5/13/2025	0012665	RS SCREEN PRINTING &EMI	SOGATEPT41725	4/17/2025	STAFF UNIFORMS/ADULT SPOR	4,661.61	
	Voucher:			SOGATECAMP20	4/8/2025	STAFF UNIFORMS/ADULT SPOR	709.32	5,370.93
110063	5/13/2025	00004821	S & J SUPPLY COMPANY, IN	S100249177.001	4/17/2025	MISC HARDWARE	844.80	
	Voucher:			S100248794.001	4/10/2025	MISC HARDWARE	179.42	1,024.22
110064	5/13/2025	00000322	SAM'S CLUB	0085735	3/19/2025	ERC EMPLOYEE CHILI COOKOU	58.80	
	Voucher:			001697	4/10/2025	MISC SUPPLIES	199.08	
				000221	4/8/2025	MISC SUPPLIES	153.55	411.43
110065	5/13/2025	00004829	SCMAF	033125SGATE	3/31/2025	TOURNAMENT AND TEAM REGIS	1,870.00	1,870.00
	Voucher:							
110066	5/13/2025	0005808	SCOTCH PAINT CORPORATI	8379	4/9/2025	INVENTORY PO/ PAINT	7,379.33	7,379.33
	Voucher:							
110067	5/13/2025	00004830	SCS ENGINEERS	0519969	10/31/2024	PROFESSIONAL SERVICES	2,097.50	
	Voucher:			0528475	1/31/2025	PROFESSIONAL SERVICES	990.00	
				0535463	3/31/2025	MAR 2025 - EPA BROWNFIELDS	2,375.75	5,463.25
110068	5/13/2025	0010623	SECTRAN SECURITY INC.	25040616	4/7/2025	SECTRAN - ARMORED TRUCK SI	444.83	444.83
	Voucher:							
110069	5/13/2025	00004834	SECURITY SIGNAL DEVICES	S-011470730	1/24/2025	REPAIR AND MAINTENANCE NO	378.00	
	Voucher:			S-01138228	12/13/2024	REPAIR AND MAINTENANCE NO	189.00	567.00
110070	5/13/2025	0012883	SHUSTER ADVISORY GROU	8083	3/31/2025	ADVISORY FEE 401(A) & 457(B)	7,500.00	7,500.00
	Voucher:							
110071	5/13/2025	0012098	SO CAL COMPTON PIPE SUI	2042	4/2/2025	LINE PIPE & SERVICES LINE PAI	528.96	
	Voucher:			2043	4/3/2025	LINE PIPE & SERVICES LINE PAI	512.01	1,040.97
110072	5/13/2025	00004868	SO CALIF REHABILITATION S	2025-FEB	4/8/2025	Q3 FEB 2025 - SOCAL REHABILI	23,821.73	
	Voucher:			2025-MAR	4/9/2025	Q3 MAR 2025 - SOCAL REHABILI	14,832.44	38,654.17
110073	5/13/2025	0013837	SOFIVE, INC.	SSCSPRING2025	4/17/2025	PROVIDES YOUTH SOCCER INS	3,504.60	3,504.60
	Voucher:							
110074	5/13/2025	00004908	STATUS ONE MEDICAL INC	69978	3/25/2025	FIRST AID SUPPLIES	777.70	
	Voucher:			69983	3/27/2025	FIRST AID SUPPLIES	396.68	
				69977	3/25/2025	FIRST AID SUPPLIES	131.09	1,305.47

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110075	5/13/2025	0008773	STOTZ EQUIPMENT	P98441	4/14/2025	JOHN DEERE PARTS FOR GOLF	151.24	
	Voucher:			P98333	4/11/2025	JOHN DEERE PARTS FOR GOLF	1,313.07	
				P98332	4/11/2025	JOHN DEERE PARTS FOR GOLF	90.74	
				P98186	4/8/2025	JOHN DEERE PARTS FOR GOLF	1,730.01	3,285.06
110076	5/13/2025	00004906	SWRCB FEES	SC-147599	2/18/2025	10/1/24-12/31/24 - OVERSIGHT C	485.23	485.23
	Voucher:							
110077	5/13/2025	00004921	TARGET SPECIALTY PRODU	INVP501772105	3/10/2025	EQUIPMENT BACKPACK SPRAYE	1,313.26	
	Voucher:			INVP501715720	12/11/2024	PESTICIDES	239.35	
				INVP501795363	4/2/2025	EQUIPMENT SPRAY GUN	267.82	1,820.43
110078	5/13/2025	0014943	TEAMCIVX, LLC	3862	4/1/2025	RESEARCH TO PREP FOR UUT I	20,966.00	20,966.00
	Voucher:							
110079	5/13/2025	0012474	THE HOME DEPOT DEPOT P	857936124	4/1/2025	INVENTORY PO/ CLEANING SUP	94.33	
	Voucher:			857305460	3/27/2025	INVENTORY PO/ CLEANING SUP	436.06	530.39
110080	5/13/2025	0009874	THE WALKING MAN, INC.	F4343	4/17/2025	DISTRIBUTE EARTH DAY FLYER	4,375.00	4,375.00
	Voucher:							
110081	5/13/2025	0011640	TIREHUB, LLC	48919197	4/9/2025	TIRES PURCHASE	1,133.97	1,133.97
	Voucher:							
110082	5/13/2025	0013584	TRUE NORTH COMPLIANCE	25-03-022-01	4/1/2025	TRUE NORTH PLAN CHECK SVC	9,785.89	9,785.89
	Voucher:							
110083	5/13/2025	00000493	U.S. BANK	7693808	3/25/2025	03/01/25- 02/25/26 ACC#7887570(	3,845.00	3,845.00
	Voucher:							
110084	5/13/2025	0008005	U.S. BANK-PARS ACCT#6746	MAY 2025 MOSTA	4/25/2025	MAY 2025 - M. MOSTAKHAMI: PA	680.00	
	Voucher:			MAY 2025 LOUIE	4/25/2025	MAY 2025: KEN LOUIE: PARS - E)	550.00	1,230.00
110085	5/13/2025	00001928	U.S. POSTAL SVC/PITNEY B(	3/3/2025	3/3/2025	POWER OURCHASE ACC#8000-9	154.09	
	Voucher:			04242025	4/24/2025	POWER PURCHASE ACCOUNT N	30.00	184.09
110086	5/13/2025	0013792	UNIFIRST CORPORATION	CSG0325	4/8/2025	MARCH 2025 PROCUREMENT O	921.28	921.28
	Voucher:							
110087	5/13/2025	0010265	UNITED PACIFIC SERVICES,	25-0329-2	3/31/2025	PARKS TREE MAINTENANCE AS	59,880.00	
	Voucher:			25-0215-6	2/15/2025	PARKS TREE MAINTENANCE AS	5,950.00	
				25-0208-3	2/8/2025	PARKS TREE MAINTENANCE AS	3,300.00	
				24-1026-7	10/29/2024	PARKS TREE MAINTENANCE AS	285.00	
				25-0222-3	2/22/2025	PARKS TREE MAINTENANCE AS	20,500.00	89,915.00
110088	5/13/2025	00004975	US ARMOR	49257	3/31/2025	VESTS	927.10	
	Voucher:			49260	4/1/2025	VESTS	927.10	1,854.20

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110089	5/13/2025	00003928	US BANK TRUST N.A.	788757000- MAY 2	5/1/2025	MAY 2025 - COSG 2005 PENSION	167,589.41	167,589.41
	Voucher:							
110090	5/13/2025	0014763	VARIABLE SPEED SOLUTION	0000025733	3/21/2025	REMOVE/ REPLACE DRIVE AT W	10,376.82	10,376.82
	Voucher:							
110091	5/13/2025	0014948	VILMA DIAZ Y LA SONORA	0014948	4/2/2025	CONCERT IN THE PARK EVENT -	2,500.00	2,500.00
	Voucher:							
110092	5/13/2025	0014729	VITAL RECORDS HOLDINGS	4843311	3/31/2025	STORAGE SERVICES FOR ADMI	429.85	429.85
	Voucher:							
110093	5/13/2025	0011064	W.A. RASIC CONSTRUCTION	345249	8/14/2024	W.A. RASIC AMENDMENT NO. 5 /	30,614.33	30,614.33
	Voucher:							
110094	5/13/2025	00004423	WALTERS WHOLESALE ELE	S127552316.001	3/20/2025	ELECTRICAL SUPPLIES	1,394.32	
	Voucher:			S123425108.007	1/29/2025	ELECTRICAL SGPD HVAC REPL/	28,008.06	29,402.38
110095	5/13/2025	00002593	WAXIE'S SANITARY SUPPLY	83147083	4/4/2025	JANITORIAL SUPPLIES	460.21	
	Voucher:			83151389	4/7/2025	JANITORIAL SUPPLIES	382.09	
				83151657	4/7/2025	JANITORIAL SUPPLIES	1,077.24	1,919.54
110096	5/13/2025	0010471	WEBSTER'S BEE'S REMOVA	3423	4/15/2025	BEE & WASP REMOVAL IN THE F	285.00	285.00
	Voucher:							
110097	5/13/2025	0010476	WECK LABORATORIES INC	W5D0313	4/3/2025	WATER QUALITY SAMPLING	240.00	
	Voucher:			W4K1369	11/21/2024	WATER QUALITY SAMPLING	270.00	
				W5D0500	4/7/2025	WATER QUALITY SAMPLING	105.00	
				W5D1270	4/16/2025	WATER QUALITY SAMPLING	440.00	
				W5C1905	3/28/2025	WATER QUALITY SAMPLING	105.00	
				W5S0932	4/14/2025	WATER QUALITY SAMPLING	230.00	
				WSD0498	4/7/2025	WATER QUALITY SAMPLING	65.00	
				W5D0931	4/14/2025	WATER QUALITY SAMPLING	440.00	1,895.00
110098	5/13/2025	00004593	WESTERLY METER SERVICE	17842	4/1/2025	MISC	735.00	735.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110099	5/13/2025	00000561	WESTERN EXTERMINATOR	76032663	4/8/2025	FY 24/25 ANNUAL PEST CONTRC	228.70	
	Voucher:			76035801	4/8/2025	FY 24/25 ANNUAL PEST CONTRC	56.00	
				76032797	4/8/2025	FY 24/25 ANNUAL PEST CONTRC	295.50	
				76033290	4/8/2025	FY 24/25 ANNUAL PEST CONTRC	234.25	
				75512995	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	275.00	
				72417336	1/13/2025	FY 24/25 ANNUAL PEST CONTRC	234.25	
				75513084	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	82.50	
				75513037	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	234.25	
				75512951	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	228.70	
				75512960	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	56.00	
				75512974	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	295.50	
				76034445	4/8/2025	FY 24/25 ANNUAL PEST CONTRC	82.50	
				76032798	4/8/2025	FY 24/25 ANNUAL PEST CONTRC	275.00	
				75513006	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	151.50	
				75513008	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	42.00	
				75513020	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	46.50	
				75513098	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	76.45	
				75513093	3/11/2025	FY 24/25 ANNUAL PEST CONTRC	227.15	
				73620661	2/28/2025	GOPHER CONTROL AT HOLLYD/	1,950.00	
				74804416	3/31/2025	GOPHER CONTROL AT HOLLYD/	1,950.00	7,021.75
110100	5/13/2025	00001522	WHITE CAP CONSTRUCTION	50030773134	4/1/2025	INVENTORY PO/ SPRAY PAINT	1,161.83	1,161.83
	Voucher:							
110101	5/13/2025	0012301	WHITTIER FERTILIZER COM	422910	4/7/2025	SOIL MIXES,AMENDMENTS & SP	874.93	
	Voucher:			422829	4/3/2025	SOIL MIXES,AMENDMENTS & SP	1,074.28	1,949.21
110102	5/13/2025	00001280	WILLDAN	00421328	2/20/2025	THRU 1/31/25 - CM AND INSPECT	6,591.50	
	Voucher:			00234328	3/17/2025	FEB 2025 - AS NEEDED PSA WITI	1,820.00	
				00714384	1/31/2025	NOV 2024 - AS NEEDED PSA WIT	4,237.50	
				00234327	3/17/2025	THRU 2/28/25 - AS NEEDED PSA	12,000.00	
				00234195	2/21/2025	THRU 1/31/25 - AS NEEDED PSA	12,800.00	
				00421503	4/4/2025	THRU 2/28/25 - CM AND INSPECT	2,769.50	
				00421489	2/20/2025	CM SERVICES FOR AMR UPGRA	104.25	40,322.75
110103	5/13/2025	0014203	WILLIAMS SCOTSMAN, INC.	9023378797	3/26/2025	YEAR 2 OF 2 - RENTAL OF MOBII	1,843.64	1,843.64
	Voucher:							
110104	5/13/2025	00003342	X-IGENT PRINTING, INC.	55194	4/16/2025	PRINTING OF 2025 EARTH DAY F	2,455.27	2,455.27
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110105	5/13/2025	0013572	Z&K CONSULTANTS, INC	61021	2/24/2025	OCT 2024 PROFESSIONAL SERV	52,934.00	
	Voucher:			61020	2/24/2025	SEPT 2024 PROFESSIONAL SER	33,005.00	
				61023	2/24/2024	DEC 2024 PROFESSIONAL SERV	45,905.00	
				61022	2/24/2025	PRNOV 2024 OFESSIONAL SERV	44,443.00	176,287.00
110106	5/13/2025	00000062	ZIEGLER'S HARDWARE& SU	5326 4/15/25	4/14/2025	MISC HARDWARE	117.24	
	Voucher:			5188	3/15/2025	MISC HARDWARE	9.91	
				5106- 02/26/25	2/26/2025	MISC HARDWARE	411.16	
				5100- 02/25/25	2/25/2025	MISC HARDWARE	26.42	
				5123	3/3/2025	MISC HARDWARE	6.60	
				5122	3/3/2025	MISC HARDWARE	29.76	
				5218	3/23/2025	MISC HARDWARE	17.62	
				5309	4/8/2025	MISC HARDWARE	29.87	
				5332	4/15/2025	MISC HARDWARE	23.24	
				5203	3/19/2025	MISC HARDWARE	34.14	
				5197	3/18/2025	MISC HARDWARE	35.26	
				5219	3/23/2025	MISC HARDWARE	21.98	
				5228 3/25/25	3/25/2025	MISC HARDWARE	36.37	
				5261	4/1/2025	MISC HARDWARE	19.80	819.37
110107	5/13/2025	00000063	ZUMAR INDUSTRIES INC	10238	2/20/2025	INVENTORY PO/ RIVETS	1,998.50	1,998.50
	Voucher:							
666304116	1/16/2025	00004266	U.S. BANK CORPORATE PAY					
		0014052	READYREFRESH	04K6706900363	12/4/2024	FY 24-25 CITYWIDE WATER DISF	1,388.94	1,388.94
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
666304416	1/16/2025	00004266	U.S. BANK CORPORATE PAY					
		00000322	SAM'S CLUB	78329696	12/3/2024	DA-POLICE NAVIDAD COMMUNIT	1,623.44	
		00000322	SAM'S CLUB	66080	12/10/2024	AE-12/10/24 COFEE, CREAMER, I	72.33	
		00002337	ALBERTSONS	30886	11/21/2024	AM-REFRESHMENTS FOR STAFI	96.93	
		0012592	1-800-FLOWERS	W0100592109370	11/25/2024	AM-BREVEMENT FLOWERS FOR	103.60	
		0005677	DEPARTMENT OF PESTICIDI	QAC 095880	12/11/2024	DR-CONTINUED EDUCATION-MA	140.00	
		00002337	ALBERTSONS	00009387	12/11/2024	AM-REFRESHMENTS FOR STAFI	39.99	
		0005296	BEST BUY	BBY01-807002448	12/11/2024	DS-SENIOR CENTER SUPPLIES	-480.06	
		0011796	LONG BEACH CONVENTION	42-12320-b1	11/26/2024	ADMISSIONS FOR DISNEY ON IC	5.00	
		00000268	HOME DEPOT CREDIT SERV	6531022	11/26/2024	TF-SPECIAL EVENTS SUPPLIES	241.93	
		0005347	AMAZON.COM	111-8164107-9224	12/3/2024	DR-PARK MECHANIC SHOP TOO	163.13	
		0014874	TARPS NOW	2412-301697	12/12/2024	DR-TRAP FOR DIAMOND NUMBE	238.62	
		0011988	CINDY'S JUMPERS, LLC	90439	1/11/2025	SPECIALIZED JUMPERS/EQUIPM	1,591.00	
		0010470	PANERA BREAD	623717518103	12/17/2024	NC- LABOR/MANAGEMENT ROUI	291.12	
		0011796	LONG BEACH CONVENTION	42-12320-10	11/26/2024	ADMISSIONS FOR DISNEY ON IC	1,800.00	
		00003963	RESOURCE BUILDING MATE	19518120	11/25/2024	DR-RESOURCE BLDG MATERIAL	1,027.80	
		00002342	INDEPENDENT CITIES ASSC	2025 WINTER	12/4/2024	AE-2/21-2/24/25 REGISTRATION F	725.00	
		0005293	MICHAELS	3252	12/4/2024	AE 12/4/24 CHRISTMAS HOILDAY	33.05	
		0005372	SUBWAY	1BF528BO-14	12/10/2024	AE-12/10/24 REFRESHMENTS FC	57.33	
		0009469	ADOBE SYSTEMS, INC	2944505617	11/29/2024	JPL-ADOBE CREATIVE CLOUD A	659.88	
		0009420	SPARKLETTS	046560	12/5/2024	NC-DS SERVICES STANDARD C(	7.70	
		0005347	AMAZON.COM	114-6703313-2437	12/7/2024	NC-ERC HOLIDAY SOCIAL	16.41	
		0005347	AMAZON.COM	114-6531672-0044	12/9/2024	NC- ERC HOLIDAY SOCIAL	550.00	
		0008513	EBAY	09-12380-73817	11/27/2024	DR-FLOOR MATS FOR UNIT # 40	132.24	
		0008513	EBAY	14-12375-20104	11/27/2024	DR-FLOOR MATS FOR UNIT #407	152.19	
		0005677	DEPARTMENT OF PESTICIDI	QAC 091981	12/4/2024	DR-CONTINUED EDUCATION -DA	140.00	
		0011325	ALAN'S LAWN & GARDEN CE	60263	12/5/2024	DR-REFUND	-1,146.59	
		0010634	PANTAGES THEATRE	729005-S	1/15/2025	ADMISSIONS TO PANTAGES THE	820.00	
		00003960	MAJESTIC TROPHY & AWAR	11/27/24 MAJESTI	11/27/2024	DA-PLAQUES PROMOTION CERI	349.80	
		00000322	SAM'S CLUB	27552251979	12/3/2024	DA-POLICE NAVIDAD COMMUNIT	1,483.85	
		00004854	SMART & FINAL	035194	12/17/2024	SC-FAMILY VIOLENCE SUPPLIES	33.21	
		0009420	SPARKLETTS	022485	12/18/2024	NC-DS SERVICES STANDARD C(	53.00	
		00004854	SMART & FINAL	075683	12/17/2025	SC-COFFEE BAR SUPPLIES	71.84	
		0009134	NORTHGATE MARKET	009318	12/19/2024	SC-FAMILY VIOLENCE BREAKFA	197.51	
		00000322	SAM'S CLUB	173	11/24/2024	DA-REFRESHMENTS PROMOTIC	15.98	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0014467	FITNESS ON DEMAND	56560	12/1/2024	JM-FOD DECEMBER MONTHLY S	229.00	
		0014780	CHEF 'N QUEEN	4448	12/17/2024	JM-OPEN HOUSE SUPPLIES	200.00	
		00000322	SAM'S CLUB	6626	11/22/2024	AE-11/22/2024 PERSONAL PURCI	258.50	
		0014789	AT HOME	98003104580	11/27/2024	AE-11/27/24 CHRISTMAS HOLIDA	270.35	
		0012155	CANVAS	04355-1682281	12/3/2024	AE-ANNUAL RENEWAL(FOR YEA	119.40	
		0014789	AT HOME	98003186022	12/4/2024	AE-12/04/24 CHRISTMAS HOLID/	27.98	
		00000415	NATIONAL CONSTRUCTION	7616619	10/24/2024	CA-FENCE RENTAL	538.56	
		00003727	BOARD FOR PROFESSIONA	1/23/2025	11/25/2025	AC- RENEWAL FOR CIVIL ENGIN	180.00	
		00002063	CACEO	300021242	12/16/2024	WC-CALIFORNIA ASSOCIATION (	100.00	
		00002063	CACEO	300021241	12/16/2024	WC-CALIFORNIA ASSOCIATION (	100.00	
		0012819	FULL CIRCLE TRAINING SOL	01/23-01/24/2025	12/17/2024	JEM-JAN 23-24 2025 PUBLIC REC	499.00	
		0012819	FULL CIRCLE TRAINING SOL	12/17/2024	12/17/2024	JEM-JAN 23-24 2025 PUBLIC REC	499.00	
		00004025	FBI- LEEDA	200114587-cal car	10/21/2024	FBI LEEDA CLI COURSE	795.00	
		0005296	BEST BUY	806990305793	11/21/2024	DS-SENIOR CENTER SUPPLIES	480.06	
		0013953	HOUSE OF WINNERS, INC	065356	11/26/2024	TF-DECAL FOR DOOR-HOURS O	30.00	
		0013492	MICHAEL'S STORE	023207	12/12/2024	DS-YOUTH PROGRAM SUPPLIES	131.94	
		0005347	AMAZON.COM	113-0070187-1532	12/10/2024	DS-SPECIAL EVENT SUPPLIES	300.92	
		0005347	AMAZON.COM	111-1044152-7598	12/17/2024	DS-YOUTH PROGRAM SUPPLIES	34.13	
		0013492	MICHAEL'S STORE	780010943255973	12/18/2024	DS-SPECIAL EVENT SUPPLIES	6.58	
		0005347	AMAZON.COM	111-9557998-7769	12/17/2024	DS-YOUTH PROGRAM SUPPLIES	92.74	
		0005347	AMAZON.COM	111-9557998-7769	12/17/2024	DS-YOUTH PROGRAM SUPPLIES	14.32	
		0005296	BEST BUY	BBY01-807002448	12/11/2024	DS-SENIOR CENTER SUPPLIES	474.55	
		00000268	HOME DEPOT CREDIT SERV	111-4884598-6925	12/10/2024	JEM-WIPE DISPOSABLE TOWELS	53.80	
		00000268	HOME DEPOT CREDIT SERV	2552361	12/10/2024	JEM-STAPLE GUN FOR USE ON '	54.80	
		00004469	PD: CALIFORNIA POLICE CH	4/3/2025	12/17/2024	JEM-JAN 23-24 2025 POLICE EXE	500.00	
		0014811	CHEFS TOYS LLC	4385339	11/26/2024	TF-SPECIAL EVENT SUPPLIES	328.52	
		0005347	AMAZON.COM	111-5146721-6526	12/17/2024	JEM-MAGNETIC TAPE FOR DEPA	8.76	
		0007582	PD: CAPE	CAPE25-122024-C	12/18/2024	JEM-MAR 3-7 2025 CA PROPERT	450.00	
		0014814	JIMMY JOHN'S	215	11/25/2024	TF-RFSHMTS/STAFF WKING SPE	179.58	
		0009649	AT&T	11/28/2024	11/28/2024	SC-INTERNET AT THE AZALEA R	118.79	
		0012980	CHARTER COMMUNICATION	188430001112124	11/21/2024	SC-INTERNET AT AUDITORIUM	79.99	
		0005295	WALMART	099576	12/5/2024	SC-FOOD/ERC FOOD DRIVE BAS	165.44	
		00000322	SAM'S CLUB	075509	11/26/2024	TF-WINTER WONDERLAND EVEI	37.30	
		0008099	IN-N-OUT BURGERS	4018	12/5/2024	SC-REFRESHMENTS/ERC FOOD	243.87	
		00001223	PD: CNOA	11/24/2024	11/24/2024	JEM-NOV 22-26, 2024 CA ASSOC	750.00	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0014877	GRAND HYATT INDIAN WELL	1123438	11/23/2024	JEM-NOV 22-26 2024 CA ASSOCI	637.26	
		0014877	GRAND HYATT INDIAN WELL	1123811	11/23/2024	JEM-NOV 22-26 2024 CA ASSOCI	637.26	
		0014877	GRAND HYATT INDIAN WELL	1123627	11/23/2024	JEM-NOV 22-26 2024 CA ASSOCI	637.26	
		0014877	GRAND HYATT INDIAN WELL	11/26/24	4/2/2025	JEM-NOV 22-26 2024 CA ASSOCI	637.26	
		0005347	AMAZON.COM	113-4824334-5645	11/19/2024	REFUND	-33.06	
		0005347	AMAZON.COM	17	11/22/2024	REFUND	-17.34	
		0005347	AMAZON.COM	113-1836051-0803	11/18/2024	DV ITEMS PART 1	26.87	
		0005347	AMAZON.COM	113-2902322	11/22/2024	DV ITEMS	94.48	
		0005347	AMAZON.COM	113-2951286-1200	12/12/2024	ASURION 2-YR WARRANTY (DEL	73.98	
		0005347	AMAZON.COM	113-0127083-0209	12/14/2024	DELL OPTIPLEX AIO 7470	853.32	
		0005347	AMAZON.COM	113-2899662-5878	12/16/2024	LOGITECH K400 WIRELESS KEY	44.08	
		0009871	DELL SOFTWARE, INC	200840990334	12/20/2024	DELL 24 MONITORS	379.10	
		0005347	AMAZON.COM	111-3551794-1290	11/26/2024	TF-BREAKFAST WITH SANTA EVI	117.92	
		00005210	PD: CALIBRE PRESS	155384	12/2/2024	JEM-ADVANCE PATROL TACTICS	204.97	
		0013711	PERFORMA LABS INC	10629	12/5/2024	JEM-POST CERTIFED ONLINE TF	540.00	
		0007583	USPS	065497	12/10/2024	JEM-POSTAGE STAMPS PURCH/	365.00	
		0006769	ALCO TARGET CO.	3565	12/10/2024	JEM-FIREARM TARGETS	77.18	
		0005347	AMAZON.COM	111-1379959-0617	11/26/2024	TF-BREAKFAST WITH SANTA EVI	39.68	
		00000322	SAM'S CLUB	606042	12/3/2024	MA- CANDY FOR POLICE NAVID/	1,000.00	
		0005486	STAPLES BUSINESS ADVAN	6944481328	11/21/2024	TF-WINTER WONDERLAND EVEI	308.00	
		0005347	AMAZON.COM	112-1862364-6273	11/21/2024	AM-AUTO PARTS FOR PD UNIT S	424.80	
		0005347	AMAZON.COM	114-0569758-8086	11/26/2024	AM-COVER FOR UNIT #229	368.00	
		0013806	IMPACT OVERHEAD DOOR S	112224SG	11/26/2024	AM-TRANSFER STATION REMOT	711.69	
		0005347	AMAZON.COM	112-3189146-4393	12/3/2024	AM-GARAGE SHOP EQUIPMENT	908.20	
		0011121	APRINTCO	80768577692	12/5/2024	AM-DECALS FOR UNIT #662 & 66	551.25	
		00004415	PENSKE TOYOTA - DOWNEY	461014	12/12/2024	AM-AUTO PARTS FOR UNIT #163	99.59	
		0011699	PENSKE CHEVROLET OF CE	156312	12/18/2024	AM-PENSKE BUICK GMC OF CEI	66.29	
		0009256	AECOM TECHNICAL SERVIC	3907567241	11/25/2024	CA-#3907567241	984.00	
		0009506	DLX FOR SMALL BUSINESS	16801903	12/5/2024	CA-HOUSING AUTHORITY CHEC	362.03	
		00000862	CA-NV SECTION AWWA	148152	12/16/2024	CC-WEBINAR REGISTRATIONS F	240.00	
		00000024	AMERICAN WATER WORKS /	S0204933	12/17/2024	CC-LARGE WATER SYSTEM SUF	314.30	
		00000862	CA-NV SECTION AWWA	148174	12/17/2024	CC-D1 REVIEW CLASS FOR N DI	210.00	
		0010459	DANCO TOOL & SUPPLY	7116	11/6/2024	CC-EQUIPMENT MAINT SUPPLIE	510.95	
		0014017	AEC TECHNOLOGIES	056978	11/25/2024	WC-AEC TECHNOLOGIES, BLUE	986.00	
		00002063	CACEO	28430	11/18/2024	WC-CALIFORNIA ASSOCIATION (	100.00	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0012980	CHARTER COMMUNICATION	2237973334	11/26/2024	WO-SPECTRUM SUBSCE FROM	2,123.43	
		0005300	DATA BUSINESS SYSTEMS I	141949	11/25/2024	WO-W-2 TAX FORMS AND ENVEL	456.72	
		00000268	HOME DEPOT CREDIT SERV	6531023	11/26/2024	TF-WINTER WONDERLAND EVEI	196.11	
		00001223	PD: CNOA	2KC92675VY1016	11/22/2024	DA-NOV 22-26 2024 CA ASSOCIA	750.00	
		0005305	PAYPAL	4LP44911TN5873	11/22/2024	DA-DEC 3 2024 DISPATCH PRIMI	199.00	
		0005347	AMAZON.COM	111-294121-12818	11/26/2024	TF-BREAFAST WITH SANTA EVEI	419.85	
		0005292	TARGET	007242	12/17/2024	SC-FAMILY VIOLENCE SUPPLIES	64.94	
		0005623	ORIENTAL TRADING	734717560	11/25/2024	TF-BREAKFAST WITH SANTA	819.40	
		0005295	WALMART	091864	12/4/2024	TF-SPECIAL EVENT SUPPLIES	253.19	
		00002337	ALBERTSONS	00045094	12/4/2024	MA-GIFT CARD FOR PAGEANT C	100.00	
		00002337	ALBERTSONS	00066880	12/4/2024	MA-COFFEE & COFFEE SUPLIES	31.45	
		0006830	J&N TACTICAL	24-00627	12/10/2024	MA-CS GAS CANNISTER HEAD A	315.00	
		0005347	AMAZON.COM	112-4850942-4032	11/26/2024	GM-SOCIAL MEDIA VIDEO PROP	29.20	
		0005300	DATA BUSINESS SYSTEMS I	141986	12/5/2024	WO-1099 FORMS & ENVELOPES	444.05	
		00002335	PITNEY BOWES	1026571293	12/10/2024	WO-7/1/224-12/31/24 ACCT#0011(	217.68	
		00003695	DELUXE CORPORATION	9006605587	12/20/2024	WO-SIX CHECK ENDORSEMENT	391.51	
		00003695	DELUXE CORPORATION	9006605650	12/20/2024	WO-5 CHECK ENDORSEMENT S	315.24	
		0014780	CHEF 'N QUEEN	2024-005	12/3/2024	TF-SPORTS CTR OPEN HOUSE E	300.00	
		0005347	AMAZON.COM	113-4266008-3180	12/8/2024	TF-SURFING WITH SANTA EVEN	458.54	
		0005623	ORIENTAL TRADING	735049298	12/5/2024	TF-SURFING WITH SANTA EVEN	546.55	
		00000322	SAM'S CLUB	049453	12/11/2024	TF-BREAKFAST WITH SANTA EVI	156.72	
		0014816	NIKE	C01454557436	11/21/2024	DS-FT UNIFORM (SHOES)-SALOI	99.23	
		0014816	NIKE	C01454567711	11/21/2024	DS-FT UNIFORM (BOTTOMS) SAI	243.59	
		0014876	FINISHLINE	5242489291	11/21/2025	DS-FT UNIFORM (SHOES) JESSI	88.20	
		0014264	ELOQUII	40052998412	11/19/2025	DS-FT UNIFORM(BOTTOMS) JEN	75.98	
		0013492	MICHAEL'S STORE	960010963077112	11/21/2024	DS-SPECIAL EVENT SUPPLIES	32.96	
		0005347	AMAZON.COM	111-2365575-3734	11/21/2024	DS-CULTURAL ARTS SUPPLIES (	61.22	
		0005347	AMAZON.COM	111-6151623-4537	11/21/2024	DS-SPECIAL EVENT SUPPLIES	7.70	
		0013840	OLD NAVY	1KCW0X5	11/19/2024	DS-FT UNIFORM (BOTTOMS) JEI	53.99	
		0005347	AMAZON.COM	111-1175227-6964	3/27/2025	DS-CULTURAL ART SUPPLIES (2	179.18	
		0009160	DAVEY'S LOCKER SPORT FI	RK3ZLB9	1/6/2025	DS-COMMUNITY EXCURSION	943.00	
		00004854	SMART & FINAL	080397	12/3/2024	DS-SPECIAL EVENT SUPPLIES	356.42	
		00004854	SMART & FINAL	039228	12/4/2024	DS-SPECIAL EVENT SUPPLIES	18.65	
		00004854	SMART & FINAL	096451	12/4/2024	DS-SPECIAL EVENT SUPPLIES	243.12	
		0005292	TARGET	038401	12/9/2024	DS-SENIOR CENTER SUPPLIES	320.43	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0005291	PARTY CITY	005606	12/9/2025	DS-SENIOR CENTER SUPPLIES	38.49	
		0014278	MAKEITPOP_PARTYDECOR	002291	12/3/2024	SPECIALIZED DECORATIONS~	2,535.00	47,006.17
666304418	1/16/2025	00004266	U.S. BANK CORPORATE PAY					
		0007650	GRAND HYATT	5221314001	11/23/2024	MA-HOTEL FEE FOR CNOA CONI	652.29	652.29
	Voucher:							
1002887215	4/15/2025	00000343	PUBLIC EMPLOYEES RETIRI	100000017881110	4/8/2025	2025 - REPLACEMENT CHARGES	3,076.20	3,076.20
	Voucher:							

Sub total for BANK OF THE WEST: 1,996,595.47

187 checks and 7 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 1,996,595.47

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
110108	4/30/2025	00004865	SO CALIF EDISON	05/01/25	5/1/2025	BILLING PERIOD - 02/14/2025 TO	228,002.50	228,002.50
	Voucher:							
110109	4/30/2025	0014146	W.G. ZIMMERMAN ENGINEE	25-03-715	4/7/2025	MARCH 2025 STAFF AUGMENTA	19,200.00	
	Voucher:			24-10-597	11/7/2024	OCT 2024 STAFF AUGMENTATIOI	18,700.00	
				24-09-578	10/8/2024	SEP 2024 STAFF AUGMENTATIOI	17,600.00	
				24-12-637	1/7/2025	DEC 2024 STAFF AUGMENTATIOI	12,120.00	67,620.00
						Sub total for BANK OF THE WEST:		295,622.50

2 checks in this report.

Grand Total All Checks: 295,622.50

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2924	4/24/2025 Voucher:	00002370	INTERNAL REVENUE SERVI(	Ben367403	4/24/2025	MEDICARE: PAYMENT	167,754.41	167,754.41
2925	4/24/2025 Voucher:	00004836	SEIU LOCAL 721 CTW CLC-2	Ben367405	4/24/2025	SEIU DUES: PAYMENT	2,921.30	2,921.30
2926	4/24/2025 Voucher:	00000343	PUBLIC EMPLOYEES RETIRI	Ben367407	4/24/2025	MILITARY SERVICE CREDIT: PAY	278,772.93	278,772.93
2927	4/24/2025 Voucher:	00001186	EMPLOYMENT DEVELOPME	Ben367409	4/24/2025	SDI: PAYMENT	61,386.40	61,386.40
2928	4/24/2025 Voucher:	00000004	NATIONWIDE RETIREMENT :	Ben367411	4/24/2025	DEF COMP NATIONWIDE: PAYME	57,914.92	57,914.92
2929	4/24/2025 Voucher:	00004996	SEIU-COPE LOCAL 721, LA/C	Ben367413	4/24/2025	SEIU- COPE LOCAL 721 DEDUCT	64.01	64.01
2930	4/24/2025 Voucher:	00004988	CHILD SUPPORT ON-LINE, S	Ben367415	4/24/2025	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12

Sub total for BANK OF THE WEST: 569,850.09

7 wire transfers in this report.

Grand Total All wire transfers: 569,850.09

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 5/13/2025

TOTAL PART I - PREPAID CHECKS (4/16/2025)		71,853.44
TOTAL PART II - PAYROLL- RELATED CHECKS		2,035.21
TOTAL PART III - PREPAID CHECKS (4/23/2025)		1,465,415.29
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		1,996,595.47
TOTAL PART V - PREPAID CHECKS (4/30/2025)		295,622.50
TOTAL PART VI - PAYROLL- RELATED WIRE TRANSFERS		569,850.09
	SUB - TOTAL	4,401,372.00
LESS: VOIDS		(2,351.02)
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(382,601.36)
	GRAND TOTAL	4,016,419.62

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number **109894** to Warrant Number **110109** inclusive, plus WireTransfers and EFTs totaling **$4,016,419.62** as listed on the accompanying Accounts Payable Warrant Register of **MAY 13, 2025** are approved as presented, with the exception of the following voided and replacement warrants:

Voided Check	Vendor	Check Date	Amount	Reason for Void or Replacement
104574	RUIZ, MIRIAM	2/8/2024	$25.00	STALE DATED
104575	TORRES, JIMMY	2/8/2024	$25.00	STALE DATED
105343	LORRAINE HERNANDEZ	4/9/2024	$55.00	STALE DATED
106463	KAISER-SENIOR ADVANTAGE DEPT	7/2/2024	$165.00	STALE DATED
106819	LAKESHORE	8/13/2024	$651.75	DEPT PAID ON TWO DIFFERENT INVOICES
107089	AGUIRRE, MARLENE	9/10/2024	$130.45	STALE DATED
107642	ELLIHGSON, ALBERT	10/22/2024	$40.00	STALE DATED
107675	LUGO, ESTERLINA	10/22/2024	$176.35	STALE DATED
107694	PEREZ, MIGUEL	10/22/2024	$41.37	STALE DATED
107712	REID, ROY	10/22/2024	$204.28	STALE DATED
107764	ZACA, SANDRA	10/22/2024	$41.82	STALE DATED
107848	FBI- LEEDA	11/12/2024	$795.00	DEPT PAID ON CREDIT CARD
	TOTAL OF VOIDED CHECKS		**$2,351.02**	
107042	SOFIVE, INC.	8/27/2024	$389.40	STALE DATED. ISSUED REPLACEMENT CHECK# 109919
107451	E-RECYCLING OF CALIFORNIA	10/8/2024	$273.87	STALE DATED. ISSUED REPLACEMENT CHECK# 109920
	*** TOTAL OF REPLACEMENT CHECKS**		**$663.27**	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

INTERIM DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **MAY 13, 2025** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.