



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, February 25, 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](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 , Raul F. Salinas
COUNCIL MEMBER , Al Rios	

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

1. VIEW THE MEETING LIVE ONLINE AT: <https://youtube.com/@SouthGateCA90280>

Please allow up to 24 hours after the meeting for the archive to be available.

2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.

3. ATTEND THE MEETING IN PERSON

***The disruption in service of any alternative method does not prelude the City Council or other legislative body from taking further action and moving forward on the agenda.**

Meeting Schedule

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

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

Brown Act

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

City's Vision Statement

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

Public Communications

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

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

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Maria Davila, Mayor

INVOCATION: Pastor Ernesto Trejo, South Gate Church of Christ

PLEDGE OF ALLEGIANCE:

ROLL CALL: Yodit Glaze, City Clerk

Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$1,900 monthly regardless of the amount of meetings.

Public Hearings

1. RECOMMENDATION: CONTINUE TO COUNCIL MEETING OF MARCH 11, 2025. **Resolution approving the Substantial Amendments to Fiscal Years 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 Annual Action Plans**

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

- a. Adopting a Resolution approving Substantial Amendment No. 7 to the Fiscal Year 2019-2020 Annual Action Plan; Substantial Amendment No. 2 to the Fiscal Year 2020-2021 Annual Action Plan; Substantial Amendment No. 4 to the Fiscal Year 2022-2023

Annual Action Plan; Substantial Amendment No. 1 to Fiscal Year 2023-2024 Annual Action Plan; and Substantial Amendment No. 1 to Fiscal Year 2024-2025 Annual Action Plan programming Community Development Block Grant (“CDBG”) funds to the Street Improvement Project and South Gate Park Improvement (Attachment A);

b. Authorizing the City Manager or the Community Development Director to initiate appropriate action necessary to implement projects and programs as noted in the FY 2024-2025 Annual Action Plan; and

c. Continue the Public Hearing to the regularly scheduled City Council meeting of March 11, 2025.

2. Consideration of an Ordinance to Amend a Zoning Code and an Appeal of the Approval of a Conditional Use Permit to Allow the Sales of Alcohol for On-site Consumption

Following the conclusion of the Public Hearing, it is recommended that the City Council: (CD)

a. Determine that the proposed text amendment is exempt from further review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated there under (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”), because it consists of only minor text revisions and clarifications to existing zoning regulations and procedures related thereto, and will not have the effect of substantially changing regulatory standards or findings required. Therefore, in accordance with CEQA, the proposed text amendment is exempt from CEQA pursuant to Section 15061(b)(3) because the activity is governed by the general rule that CEQA applies only to projects that have the potential to cause a significant effect on the environment. In this case, the proposed text amendment will not have a significant effect on the environment.

Furthermore, determine that in accordance with the California Environmental Quality Act (CEQA), the request for approval of a Conditional Use Permit (“CUP”) qualifies for a categorical exemption under CEQA Guidelines Section 15301, (Class 1) “Existing Facilities”, in that the project will not result in any alterations or expansion to the existing buildings within the project site.

b. Introduce an Ordinance, waive further reading and read by title only:

AN ORDINANCE AMENDING CHAPTER 11.21 (LAND USE TYPES) OF TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE (SGMC), RELATING TO RESTAURANTS AND ANCILLARY ALCOHOL SALES WITHIN ALL OPEN SPACE (OS) ZONING DISTRICTS IN THE CITY.

c. Uphold the action taken by the Planning Commission at its December 5, 2024, meeting, by adopting a Resolution attached hereto (Attachment A), approving a Conditional Use Permit (CUP 24-15) to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/café located within a soccer facility at 9599 Pinehurst Avenue (the “SoFive Soccer Complex”).

Documents:

[Item 2 Report 02252025.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 Section 1.04.110.

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 **3, 4, 5, 6** and **7** are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action. 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.

3. Resolution authorizing the application for California Governor's Office of Emergency Services Grant Funds for the Emergency Operation Center Project, City Project No. 582-ARC

The City Council will consider: (PW)

- a. Adopting a Resolution authorizing the application for the California Governor's Office

Of Emergency Services, requesting \$1,226,000 in grant funds, for the Emergency Operations Center, City Project No. 582-ARC; and

b. Authorizing the City Manager, or his designee, to execute, on behalf of the City, all documents required to submit the application and implement the grant.

Documents:

[Item 3 Report 02252025.pdf](#)

4. Agreement with Oscar's Electric, Inc. for the Installation of Three Level 2 Electric Vehicle Charging Stations at City Hall

The City Council will consider: (PW)

a. Approving an Agreement with Oscar's Electric, Inc., for the installation of three Level 2 Electric Vehicle Charging Stations in the City Hall's underground parking garage, in an amount not-to-exceed \$25,843;

b. Appropriating \$35,000 from the AQMD Fund Balance to fully fund the purchase and installation of the Level 2 Electric Vehicle Charging Stations; and

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

Documents:

[Item 4 Report 02252025.pdf](#)

5. Notice of Completion of Construction of the Automatic Meter Reading ("AMR") Upgrade, Phase III, City Project No. 649-WTR

The City Council will consider: (PW)

a. Accepting completion of the Automatic Meter Reading ("AMR") Upgrade, Phase III City Project No. 649-WTR by T.E. Roberts, Inc., effective February 25, 2025; and

b. Directing the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

Documents:

[Item 5 Report 02252025.pdf](#)

6. Notice of Completion for the Long Beach Boulevard Street Improvements Project, City Project No. 515-ST, Federal Project Nos. ATPL-5257(033) and HSIPL-5257(037)

The City Council will consider: (PW)

a. Accepting completion of construction, effective February 21, 2025, of the Long Beach Boulevard Street Improvements, City Project No. 515-ST, constructed by Sequel

Contractors, Inc.; and

b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

Documents:

[Item 6 Report 02252025.pdf](#)

7. Minutes

The City Council will consider: (CLERK)

a. Approving the Special and Regular Meeting minutes of January 14, 2025; and

b. Approving the Special and Regular Meeting minutes of January 28, 2025.

Documents:

[Item 7 Report 02252025.pdf](#)

Reports, Recommendations And Requests

8. Warrant Register for February 25, 2025

The City Council will consider approving the Warrant Register for February 25, 2025. (ADMIN SVCS)

Total of Checks:	\$3,497,785.48
Less: Voids	\$ 0.00
Less: Employee Payroll Deductions	\$ (441,351.63)
Grand Total:	\$3,056,433.85

Documents:

[Item 8 Report 02252025.pdf](#)

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on February 20, 2025, at 4:25 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.

FEB 20 2025

FILED

1:30 PM

City of South Gate

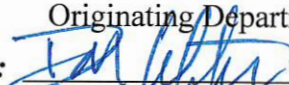
CITY COUNCIL

AGENDA BILL

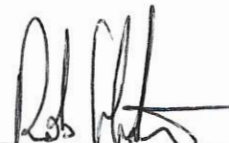
For the Regular meeting of February 25, 2025

Originating Department: Community Development

Department Head:


David Crabtree

City Manager:


Rob Houston

SUBJECT: CONSIDERATION OF AN ORDINANCE TO AMEND CHAPTER 11.21 (LAND USE TYPES) OF TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE (SGMC), RELATING TO RESTAURANTS AND ANCILLARY ALCOHOL SALES WITHIN ALL OPEN SPACE (OS) ZONING DISTRICTS IN THE CITY; AND AN APPEAL OF THE PLANNING COMMISSION'S DECISION RECOMMENDING APPROVAL OF THE ABOVE-MENTIONED ORDINANCE AMENDMENT AND APPROVING OF A CONDITIONAL USE PERMIT (CUP 24-15) TO ALLOW THE SALES OF ALCOHOL (ABC LICENSE TYPE 41 - BEER AND WINE) FOR ON-SITE CONSUMPTION IN CONJUNCTION WITH AN EXISTING RESTAURANT/CAFÉ LOCATED WITHIN A SOCCER FACILITY AT 9599 PINEHURST AVE. (THE "SOFIVE SOCCER COMPLEX"), AND FINDING THE ACTION CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES.

PURPOSE: To take testimony and review evidence at the public hearing, and determine whether to uphold or overturn the Planning Commission's decision regarding CUP 24-15; and whether to accept the Planning Commission's recommendation by resolving to adopt the proposed Ordinance; or take other such action as may be determined by the City Council.

RECOMMENDED ACTION: Following the conclusion of the public hearing, it is recommended that the City Council:

- a. Determine that the proposed text amendment is exempt from further review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated there under (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"), because it consists of only minor text revisions and clarifications to existing zoning regulations and procedures related thereto, and will not have the effect of substantially changing regulatory standards or findings required. Therefore, in accordance with CEQA, the proposed text amendment is exempt from CEQA pursuant to Section 15061(b)(3) because the activity is governed by the general rule that CEQA applies only to projects that have the potential to cause a significant effect on the environment. In this case, the proposed text amendment will not have a significant effect on the environment.

Furthermore, determine that in accordance with the California Environmental Quality Act (CEQA), the request for approval of a CUP qualifies for a categorical exemption under CEQA Guidelines Section 15301, (Class 1) "Existing Facilities", in that the project will not result in any alterations or expansion to the existing buildings within the project site.

- b. Introduce an Ordinance, waive further reading and read by title only:

AN ORDINANCE AMENDING CHAPTER 11.21 (LAND USE TYPES) OF TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE (SGMC), RELATING TO RESTAURANTS AND ANCILLARY ALCOHOL SALES WITHIN ALL OPEN SPACE (OS) ZONING DISTRICTS IN THE CITY.

- c. Uphold the action taken by the Planning Commission at its December 5, 2024, meeting, by adopting a Resolution attached hereto (Attachment A), approving a Conditional Use Permit (CUP 24-15) to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/café located within a soccer facility at 9599 Pinehurst Avenue (the "SoFive Soccer Complex").

FISCAL IMPACT: There will be no fiscal and/or resource impact on the city.

PUBLIC NOTIFICATION: Advertising and notification of the public hearing was conducted in compliance with Chapter 11.50.020, of the South Gate Municipal Code. Notice of the hearing was originally posted and published in the "*South Gate Press*" newspaper and was mailed to the surrounding properties on January 16 and 23, 2025.

ENVIRONMENTAL ANALYSIS: In accordance with the California Environmental Quality Act (CEQA), the proposed text amendment is exempt from further review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated there under (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"), because it consists of only minor text revisions and clarifications to existing zoning regulations and procedures related thereto, and will not have the effect of substantially changing regulatory standards or findings required. Therefore, in accordance with CEQA, the proposed text amendment is exempt from CEQA pursuant to Section 15061(b)(3) because the activity is governed by the general rule that CEQA applies only to projects that have the potential to cause a significant effect on the environment. In this case, the proposed text amendment will not have a significant effect on the environment.

Furthermore, in accordance with the California Environmental Quality Act (CEQA), the approval of a CUP qualifies for a Categorical Exemption under CEQA Guidelines Section 15301, (Class 1) "Existing Facilities," in that the project will not result in any alterations or expansion to the existing buildings within the project site.

BACKGROUND: On December 5, 2024, during a special Planning Commission meeting, the Planning Commission adopted Resolution No. 2024-07 (Attachment B) involving the following actions, by a vote of 3-2, respectively

- Recommendation to the City Council for approval of a Zoning Code Amendment to adopt an Ordinance (Attachment C), amending Chapter 11.21 (Land Use Types) of Title 11 (Zoning) of the SGMC, to allow restaurant uses and (ancillary) alcohol sales within the Open Space (OS) zoning district, subject to a Conditional Use Permit.

- Approval of a Conditional Use Permit (CUP 24-15) to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/café located within a soccer facility at 9599 Pinehurst Avenue (the “SoFive Soccer Complex”).

The Planning Commission Agenda Bill for these actions is attached as Attachment F.

Subsequently, on December 17, 2024, an appeal was filed against the Planning Commission’s action to adopt Resolution No. 2024-07.

On January 24, 2025, the applicant (for CUP 24-15), Michael Ayaz, requested a continuance to the February 25th City Council meeting in order to do additional community outreach.

Although the proposed Ordinance amendment could have been considered separately from the appeal (of CUP 24-15), the City Council decided to continue the hearing for the proposed Ordinance to the regular meeting of February 25, 2025, to have both items presented on the same day.

ANALYSIS:

Zoning Code Amendment

The City of South Gate Zoning Ordinance (Title 11 of the SGMC) outlines different zones, land use regulations, procedures for amendments, and other provisions. Chapter 11.21 includes a table (Table 11.21-5) that specifies the permitted uses in each zone. Currently, dine-in restaurants and alcohol sales are not allowed in the Open Space (OS) zone, which covers parks, recreation facilities, and open spaces throughout the city.

In accordance with the provisions of South Gate Municipal Code (SGMC) Section 11.50.050(B) (Amendment Initiation), the City Manager initiated the process to amend Table 11.21-5 of the City’s Zoning Code to permit dine-in restaurants and alcohol sales as an ancillary use in the Open Space (OS) zone, subject to the approval of a CUP.

Table 11.21-5 of the City’s Zoning Code is proposed to be amended by adding the highlighted italics language as shown below:

Table 11.21-5 Residential Neighborhood Zone Allowed Land Uses

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Residential Uses						
Accessory Structures	P	P	P	P	P	Chapter 11.43
Child Day Care Facility, Small Family Home	P	P	P	X	X	11.40.050
Child Day Care Facility, Large Family Home	P	P	P	X	X	11.40.050
Cottage Food Operation	P	P	P	X	X	Chapter 11.60
Duplex/Two-Family Residential	P	P	P	X	X	
Greenhouse	P	P	X	X	CUP	
Live/Work Unit	P	P	X	X	X	Chapter 11.23 ; 11.33.080 , 11.40.090

Land Use Type (I)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Mobile Home/Mobile Home Park (A-P)	P	P	P	X	X	11.25.090
Multifamily Residential (A-P)	X	P	X	X	X	11.25.070 , 11.25.080 , 11.33.090
Personal Property Sales	T	T	T	T	X	2.10.610
Residential Care Facilities, Small	P	P	X	X	X	
Residential Care Facilities, Large	X	P	X	X	X	
Single-Family Residential	P	P	X	X	X	
Single-Room-Occupancy Apartments (A-P)	X	P	X	X	X	11.40.190 and consistent with the housing element
Second Dwelling Unit (A-P)	P	X	X	X	X	Chapter 11.43
Senior/Age-Restricted Dwelling (A-P)	P	P	P	X	X	
Supportive Housing*	P	P	P	X	X	
Transitional Housing*	P	P	P	X	X	
Recreation, Education, Public Assembly Uses						
College, Nontraditional Campus	X	X	X	P	X	
College, Traditional Campus	X	X	X	CUP	X	
Community Assembly (A-P)	X	X	CUP	CUP	X	11.40.060
Library/Gallery/Museum (A-P)	X	X	X	P	X	
School	P	P	X	P	X	
Parks/Plazas/Open Space Uses						
Outdoor Amphitheater (A-P)	X	X	X	P	P	
Parks/Recreation Facility, Limited	P	P	P	P	P	
Parks/Recreation Facility, Full	X	X	X	P	P	
Public Garden	P	P	P	P	P	
Civic/Institutional Uses						
Adult Day Care Center, General	X	X	X	CUP	X	
Adult Day Care Center, Limited	P	P	P	CUP	X	
Child Day Care Facility, Day Care Center, Standalone Facility	CUP	CUP	X	CUP	X	11.40.050
Hospital (D)	X	X	X	CUP	X	
Institutions (D)	X	X	X	CUP	X	
Public/Utility/Energy Uses						
Communications Equipment	CUP	CUP	CUP	CUP	CUP	
Fire/Police Station/Substation	CUP	CUP	CUP	P	X	
Parking Facility	X	CUP	X	P	P	Public or commercial
Public/Government Building	X	X	X	P	X	
Power Distribution Substation	CUP	CUP	CUP	X	X	
Public Utility, Structure or Yard	X	X	X	CUP	CUP	
Renewable Energy System, Building Mounted (A-P)	P	P	P	P	P	11.40.180
Renewable Energy System, Standalone Ground Mounted (D)	CUP	CUP	CUP	CUP	CUP	11.40.180

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Transit Station/Stop	P	P	P	P	P	
Utility Metering/Distribution	X	X	CUP	CUP	CUP	
Commercial Uses						
Open Field Growing	P	P	X	X	CUP	
Personal Services, Fitness/Health Facility	X	X	X	P	X	
Stables, Equestrian, Commercial/Private (1)	X	CUP	X	X	X	11.25.060
Marijuana (Commercial Cannabis Activity)/Deliveries/Manufacturing/Cultivation/Possession/Processing/Storing/Laboratory Testing/Labeling/Distribution/Sale of Cannabis and Marijuana Products/Commercial and Personal Outdoor Cultivation (2)	X	X	X	X	X	Chapter 7.80
Restaurant, Dine In (3)	X	X	X	X	CUP	
Alcohol Sales, as Part of a Restaurant (4)	X	X	X	X	CUP	11.42.070(A)&(B)
Recycling Facilities						
Mobile Recycling Unit	X	X	X	CUP	CUP	11.44.080
Recycling/Collections Facilities, Small	X	X	X	CUP	X	11.44.080

Notes: All land use types are subject to the applicable frontage type requirements and all other development, design, and operational standards of the applicable zone.

See Table 11.20-1 for zone abbreviations.

See Table 11.21-2 for the abbreviations for the general land use permit types and processes.

(A) Administrative plan review required; see Section [11.51.050](#), Administrative permits and approvals.

(D) Discretionary plan review required; see Section [11.51.080](#), Discretionary permits and approvals.

(1) See Section [11.25.060](#) for use zone limitations for this use.

(2) Indoor cultivation for personal consumption may be permitted per the regulations in Chapter [7.80](#).

(3) a. Only one dine-in restaurant within a park per each 50 acres of land.

b. Restaurants are prohibited within public utility easements, right-of-way, and other areas outside of parks that are designated OS.

c. The Department of Parks and Recreation shall review and issue a recommendation for approval of the Planning Commission.

(4) a. Alcohol sales for on-site consumption of beer and wine (ABC License Type 41) only.

b. The Department of Parks and Recreation shall review and issue a recommendation for approval of the Planning Commission.

* Housing meeting this definition shall be permitted, conditionally permitted, or not permitted, per the regulation of other residential dwellings of the same type in the same zone. All standards and regulations of this title governing the regulation of other residential dwellings of the same type and in the same zone shall apply.

Appeal filed against the Planning Commission's Decision

On December 17, 2024, an appeal was filed by Caroline Maravilla ("Appellant") against the Planning Commission's action to adopt Resolution No. 2024-07, consisting of a recommendation for approval of the Zoning Code Amendment, approving CUP 24-15, and finding that the project is categorically exempt under Section 15301 of the CEQA Guidelines.

The appeal letter (Attachment D) specifically asserts the following:

- The approval conflicts with the General Plan goals.
- Incompatibility with Open Space Zoning.
- Potential adverse effects on surrounding properties.
- Failure to adequately address safety and public health risks.
- Insufficient evidence supporting economic or social benefits.
- Failure to preserve recreational intent.
- Limited precedent for similar use in OS zones.
- Contradictions with CEQA exemption justification.
- Insufficient scrutiny and public engagement.

The approval of the CUP (No. 24-15) will become valid only if both, the City Council upholds the Planning Commission's action and exemption finding, and if the proposed Ordinance is adopted.

If the City Council decides to overturn the Planning Commission's action, a Resolution (Attachment E) will need to be adopted accordingly.

ATTACHMENTS:

- A. Draft Resolution upholding the Planning Commission action
- B. Planning Commission Resolution No. 2024-07
- C. Proposed Draft Ordinance
- D. Appellant's Appeal Letter dated December 17, 2024
- E. Draft Resolution overturning the Planning Commission action and denying the request for a Conditional Use Permit (CUP 24-15)
- F. Planning Commission Agenda Bill, December 5, 2024

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, UPHOLDING THE ACTION OF THE PLANNING COMMISSION TO APPROVE CONDITIONAL USE PERMIT (CUP 24-15) TO ALLOW THE SALES OF ALCOHOL (ABC LICENSE TYPE 41 - BEER AND WINE) FOR ON-SITE CONSUMPTION IN CONJUNCTION WITH AN EXISTING RESTAURANT/CAFÉ LOCATED WITHIN A SOCCER FACILITY AT 9599 PINEHURST AVENUE (THE "SOFIVE SOCCER COMPLEX") AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES.

WHEREAS, the City of South Gate is committed to fostering vibrant, diverse, and sustainable community spaces that encourage economic development and enhance the quality of life for residents and visitors alike; and

WHEREAS, the Open Space (OS) zoning district is designated for areas that are primarily dedicated to parks, recreational facilities, and natural areas, with the intent to preserve open land and provide public recreational opportunities; and

WHEREAS, the addition of dine-in restaurants with ancillary alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces; and

WHEREAS, the City is committed to ensuring that any restaurant with ancillary alcohol use within the Open Space zone will be subject to appropriate regulations to ensure compatibility with the surrounding environment, preserve public health and safety, and minimize any negative impacts on the natural landscape or nearby residents; and

WHEREAS, the City Manager initiated an Ordinance amendment to allow dine-in restaurants with ancillary alcohol sales within the Open Space (OS) zoning district; and

WHEREAS, F. Michael Ayaz, Esq., on behalf of Goals Soccer Centers, Inc. DBA Sofive Soccer Centers South Gate ("Applicant"), filed a complete application requesting the approval of a Conditional Use Permit (CUP 24-15) described herein ("Application"); and

WHEREAS, the Application pertains to an approximately 8,450 square-foot facility within South Gate Park property having Los Angeles County Assessor's Parcel Number 6222-023-900, more commonly known as 9599 Pinehurst Avenue, South Gate, California ("Property");

WHEREAS, the Applicant requests approval of a Conditional Use Permit (CUP) to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/café; and

WHEREAS, Pursuant to South Gate Municipal Code, Chapter 11.52.030, before a CUP may be granted, the Planning Commission (or the city council on appeal) shall make all of the following findings, as applicable to the property:

- (a) Approval of the CUP is consistent with and will not adversely affect the intent and purpose of this title or the city's General Plan.
- (b) The design and development of the land use and conditions of the CUP are compatible with the existing and future land uses of the applicable zone.
- (c) Approval of the CUP would not result in detrimental impacts to adjacent properties or to the character or function of the neighborhood.

WHEREAS, The Planning Commission conducted a duly-noticed public hearing to consider the matter on December 5, 2024, and after considering a presentation by the Community Development Department and listening to public comments, the Planning Commission adopted Resolution No. 2024-07 to approve Conditional Use Permit No. 24-15 (CUP 24-15) contingent upon City Council's adoption of a proposed Ordinance; and

WHEREAS, on December 17, 2024, an appeal was filed by Caroline Maravilla ("Appellant") against the Planning Commission's adoption of Resolution No. 2024-07 and approval of CUP 24-15 with a finding the project is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, on February 11 and 25, 2025, this City Council conducted a duly-noticed public hearing to consider the matter, at which this Council considered information presented by the Community Development Department, Applicant and Appellant, and listened to public comments about the issue. Notice of the hearing was originally posted and published in the "South Gate Press" newspaper and was mailed to surrounding properties on January 16 and 23, 2025.

WHEREAS, the City Council reviewed the project's environmental impacts under the California Environmental Quality Act (California Public Resources Code Section 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Section 15000, et seq., the "CEQA Guidelines") and finds the project to be exempt under a Class 1 Categorical Exemption pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations);

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

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

SECTION 2. After considering the information and comments presented at the February 25, 2025, City Council hearing on this matter, this City Council hereby resolves to uphold the action taken by the Planning Commission on December 5, 2024, to adopt Resolution No. 2024-07 approving CUP 24-15. All findings and categorical exemption determination made by the Planning Commission to approve CUP 24-15 are found to be valid and all conditions imposed shall remain in effect.

SECTION 3. The City Council does hereby declare that if any section, subsection, sentence, clause, phrase or portion of this Resolution or its application thereof is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have adopted this Resolution, and each and every section, subsection, sentence, clause, phrase, or portion thereof not declared invalid or unconstitutional without regard to whether any portion of the Resolution would be declared invalid or unconstitutional.

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

PASSED, APPROVED, and ADOPTED on this **25th** day of **February 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. 2024-07

A RESOLUTION OF THE CITY OF SOUTH GATE PLANNING COMMISSION RECOMMENDING CITY COUNCIL APPROVAL OF A ZONING CODE AMENDMENT TO ADOPT AN ORDINANCE, AMENDING CHAPTER 11.21 (LAND USE TYPES) OF TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE (SGMC), RELATING TO RESTAURANTS WITH ANCILLARY ALCOHOL SALES WITHIN THE OPEN SPACE (OS) ZONING DISTRICT; AND A CONDITIONAL USE PERMIT (CUP) TO ALLOW THE SALES OF ALCOHOL (ABC LICENSE TYPE 41 - BEER AND WINE) FOR ON-SITE CONSUMPTION IN CONJUNCTION WITH AN EXISTING RESTAURANT/CAFÉ LOCATED WITHIN A SOCCER FACILITY ("SOFFIVE") AT 9599 PINEHURST AVE.

WHEREAS, the City of South Gate is committed to fostering vibrant, diverse, and sustainable community spaces that encourage economic development and enhance the quality of life for residents and visitors alike; and

WHEREAS, the Open Space (OS) zoning district is designated for areas that are primarily dedicated to parks, recreational facilities, and natural areas, with the intent to preserve open land and provide public recreational opportunities; and

WHEREAS, the addition of dine-in restaurants with ancillary alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces; and

WHEREAS, the City is committed to ensuring that any restaurant with ancillary alcohol use within the Open Space zone will be subject to appropriate regulations to ensure compatibility with the surrounding environment, preserve public health and safety, and minimize any negative impacts on the natural landscape or nearby residents; and

WHEREAS, the City Manager initiated an Ordinance amendment to allow dine-in restaurants with ancillary alcohol sales within the Open Space (OS) zoning district; and

WHEREAS, F. Michael Ayaz, Esq., on behalf of Goals Soccer Centers, Inc. DBA Sofive Soccer Centers South Gate ("the Applicant"), filed a complete application requesting the approval of a Conditional Use Permit (CUP 24-15) described herein ("Application"); and

WHEREAS, the Application pertains to an approximately 8,450 square-foot facility within South Gate Park property having Los Angeles County Assessor's Parcel Number 6222-023-900, more commonly known as 9599 Pinehurst Avenue, South Gate, California ("Property");

WHEREAS, the Applicant requests approval of a Conditional Use Permit (CUP) to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/café. If the City Council adopts the proposed Ordinance, restaurants with ancillary alcohol sales will become permitted uses subject to the approval of a Conditional Use Permit. Therefore, the Applicant's request for approval of a CUP is contingent upon the adoption of the proposed Ordinance; and

WHEREAS, Pursuant to South Gate Municipal Code, Chapter 11.52.030, before a CUP may be granted, the Planning Commission (or the city council on appeal) shall make all of the following findings, as applicable to the property:

- (a) Approval of the CUP is consistent with and will not adversely affect the intent and purpose of this title or the city's General Plan.
- (b) The design and development of the land use and conditions of the CUP are compatible with the existing and future land uses of the applicable zone.
- (c) Approval of the CUP would not result in detrimental impacts to adjacent properties or to the character or function of the neighborhood.

WHEREAS, notice of the Planning Commission special public hearing of December 5, 2024, was published in compliance with State law in a local newspaper of general circulation. In addition, a public notice was mailed 14 days in advance of the hearing to each property owner, occupants and resident within a 1000-foot radius of the project site, indicating the date and time of the public hearing in accordance with California Government Code 65091; and

WHEREAS, on December 5, 2024 the Planning Commission held a special public hearing to receive public testimony and other evidence regarding the Zoning Code Amendment and CUP Application, including without limitation, information provided to the Planning Commission by City staff and public testimony; and

WHEREAS, this Resolution and its findings are made based upon evidence presented to the Commission at its public hearing including, without limitation, the staff report submitted by the Community Development Department; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have been met.

NOW, THEREFORE, THE PLANNING COMMISSION DOES HEREBY FIND, DETERMINE AND DECLARE AS FOLLOWS:

SECTION 1. All of the facts set forth in the recitals are true and correct and are incorporated herein by reference.

SECTION 2. Based on substantial evidence, both written and oral, from the public hearing, the Planning Commission makes the following findings:

Zoning Code Amendment

- A. The addition of dine-in restaurants with ancillary alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces. The proposed ordinance would allow for responsible, small-scale, sit-down dining and the ancillary sale of alcohol at specific locations within the Open Space zone, subject to approval of a Conditional Use Permit (CUP) and compliance with all applicable local, state, and federal laws regarding alcohol service and consumption.

- B. The Planning Commission's act of recommending adoption of the proposed Ordinance is not subject to CEQA review because it is not an "approval" of the Zoning Code Amendment, as defined in CEQA Guidelines Section 15352, but is rather a recommendation of approval, and therefore does not commit the City to any definite course of action regarding the Zoning Code Amendment.

Conditional Use Permit

- C. Approval of the CUP is consistent with and will not adversely affect the intent and purpose of this title or the city's General Plan in that the City's General Plan emphasizes promoting quality recreational opportunities, enhancing community amenities, and supporting sustainable and balanced development. Allowing a dine-in restaurant/café with alcohol sales within the Sofive soccer complex supports these goals by providing a social and recreational venue that encourages longer visitation, community engagement, and opportunities for social gathering. The proposed use will not undermine any goals related to open space preservation or public health, as it is specifically tied to an active recreational use (the soccer complex) and will be subject to appropriate controls under the CUP, including conditions regarding the sale and consumption of alcohol. The proposed use aligns with the General Plan's policies for improving public amenities and enhancing the visitor experience in active recreational areas.

The Open Space (OS) zoning district is intended to preserve and enhance open space areas for recreation, passive uses, and other public activities. The proposed use of a dine-in restaurant with alcohol sales complements the recreational and community-oriented nature of the existing Sofive soccer complex. As an existing, established sports complex, the proposed restaurant/café will provide a food and beverage option that enhances the overall experience for visitors to the site. The addition of alcohol sales (beer and wine) in conjunction with this existing use does not conflict with the primary intent of the OS zone, which encourages activities that foster public enjoyment and leisure. Furthermore, the request to allow alcohol sales as part of the restaurant operation is designed to be a controlled, low-impact use that will not interfere with or negatively affect surrounding open space uses.

- D. The design and development of the land use and conditions of the CUP are compatible with the existing and future land uses of the applicable zone in that a restaurant/café with ancillary alcohol sales will be located within the existing Sofive soccer complex, which is an active recreational facility that serves the surrounding community. This use is entirely consistent with the current purpose of the Open Space (OS) zone, which is to provide space for recreational, community-serving, and public activities. The existing soccer complex is already a destination for social and recreational activities, and the addition of a restaurant with alcohol service is an enhancement that will directly support and complement these existing uses. The design of the restaurant and its integration with the soccer complex ensures that it is a low-impact, supportive use that does not conflict with the recreational functions of the property.

The Open Space (OS) zone is typically intended to preserve areas for parks, recreational facilities, and other uses that promote public enjoyment of outdoor spaces. The proposed restaurant/café and alcohol sales are consistent with this long-term vision, as they serve to enrich the visitor experience and provide an amenity for users of the facility. The introduction of food and beverage services, including alcohol, is compatible with the types

of recreational uses envisioned for the OS zoning district. As such, the proposed development aligns with the City's goal of providing diverse and engaging recreational experiences, and it will not hinder the future uses or long-term development of the zone.

The location of the restaurant/café within the Sofive soccer complex will be sensitive to the open space environment. No site improvements or changes to the physical character of the complex are proposed, and the existing landscaping, parking, and recreational areas will remain intact. This ensures that the open space and recreational qualities of the site are preserved while providing a complementary service to those using the complex. The project does not alter the fundamental purpose or aesthetic of the OS zoning district but instead enhances it by providing a social space for visitors.

- E. Approval of the CUP would not result in detrimental impacts to adjacent properties or to the character or function of the neighborhood in that the proposed use is located within the established Sofive soccer complex, which already serves as a community-oriented recreational facility. This facility is designed to accommodate high levels of activity and visitor traffic, including sports events, social gatherings, and community functions. The addition of a restaurant/café with alcohol sales will not significantly alter the nature of the existing use, but rather will enhance the visitor experience in a way that is consistent with the recreational atmosphere. As the property is already a hub of activity, the proposed land use is compatible with the existing character and function of the site and will not introduce any uses that are out of character with the surrounding recreational environment.**

The recommended conditions of approval will ensure that the sale and consumption of alcohol is done responsibly and does not negatively impact the surrounding residential, school, and church uses. These conditions include limits on the hours of alcohol service to align with family-friendly and community-oriented activities at the soccer complex, and to minimize conflicts with adjacent sensitive uses. Specifically, the restaurant will be required to cease alcohol sales at least one hour prior to closing, ensuring that alcohol-related activity does not extend beyond the business hours. These conditions are designed to minimize any potential for noise, loitering, or disruptive behavior. Another condition of approval will prohibit the consumption of alcohol on the soccer fields or adjacent areas. This restriction ensures that alcohol consumption is confined to the designated restaurant/café area and will not spill over into the recreational fields or surrounding open space. By limiting alcohol consumption to a controlled and supervised environment, the CUP ensures that the primary use of the fields for sports and family-friendly activities remains unaffected. This mitigates any concerns regarding disruptive behavior or alcohol-related issues on the fields, which could be detrimental to the safety, enjoyment, and function of the recreational facility.

SECTION 3. The Planning Commission reviewed the project's environmental impacts under the California Environmental Quality Act (California Public Resources Code Section 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Section 15000, et seq., the "CEQA Guidelines") and finds the project to be exempt under a Class 1 Categorical Exemption pursuant to section 15301 (Existing Facilities) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations); and

SECTION 4. The Planning Commission hereby recommends City Council approval of a Zoning Code Amendment to adopt the proposed Ordinance (Exhibit "A"), amending Chapter 11.21 (Land Use Types) of Title 11 (Zoning) of the SGMC, relating to restaurants and ancillary alcohol sales within the Open Space (OS) zoning district; and approves Conditional Use Permit (CUP 24-15) contingent upon City Council's adoption of the proposed Ordinance, and subject to the execution and fulfillment of Conditions of Approval set forth in Exhibit "B" attached to this Resolution.

This recommendation was adopted by the following vote at the Planning Commission meeting of December 5, 2024.

AYES: Perez, Prieto, Laborin

NOES: Ozaeta, Ruiz

Approved and ADOPTED this 5th of December 2024.


John F. Signo, AICP
Planning Manager

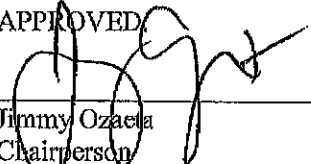
APPROVED

Jimmy Ozaeta
Chairperson
City Planning Commission

Exhibit "A"

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING CHAPTER 11.21 (LAND USE TYPES) OF TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE (SGMC), RELATING TO ALLOWING DINE-IN RESTAURANTS AND ANCILLARY ALCOHOL SALES WITHIN THE OPEN SPACE (OS) ZONE.

WHEREAS, the City of South Gate is committed to fostering vibrant, diverse, and sustainable community spaces that encourage economic development and enhance the quality of life for residents and visitors alike; and

WHEREAS, the Open Space (OS) zoning district is designated for areas that are primarily dedicated to parks, recreational facilities, and natural areas, with the intent to preserve open land and provide public recreational opportunities; and

WHEREAS, the City recognizes that integrating compatible, complementary uses such as dining and restaurant services within certain Open Space areas can enhance the public's experience of parks and open spaces, while supporting local businesses and promoting economic development; and

WHEREAS, the addition of dine-in restaurants and alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces; and

WHEREAS, the presence of restaurants and alcohol sales in designated Open Space areas will create opportunities for local businesses to thrive, attracting new customers, and boosting the local economy; and

WHEREAS, the City is committed to ensuring that any restaurant and alcohol use within the Open Space zone will be subject to appropriate regulations to ensure compatibility with the surrounding environment, preserve public health and safety, and minimize any negative impacts on the natural landscape or nearby residents; and

WHEREAS, the proposed ordinance would allow for responsible, small-scale, sit-down dining and the sale of alcohol at specific locations within the Open Space zone, subject to approval of a Conditional Use Permit (CUP) and compliance with all applicable local, state, and federal laws regarding alcohol service and consumption; and

Exhibit "A"

WHEREAS, the City Council believes that approving dine-in restaurant uses with alcohol sales within the Open Space zone aligns with the City's broader goals of promoting recreation, community engagement, and sustainable economic development, while also preserving the intent of the Open Space zoning designation;

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

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

WHEREAS, Table 11.21-5 specifies uses allowed in the OS zone; and

WHEREAS, under this table, dine-in restaurants and alcohol sales currently are not listed as permitted uses in the OS zone; and

WHEREAS, the City Council has determined it to be in the best interest of the City to include "dine-in restaurants" and "alcohol sales" as allowed land use types within Table 11.21-5 (Residential Neighborhood Zone Allowed Land Uses) subject to the approval of a CUP.

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

SECTION 1. Table 11.21-5 of the City's Zoning Code is hereby amended to permit dine-in restaurants and alcohol sales as an accessory use in the Open Space (OS) zoning district, subject to the approval of a CUP and in accordance with applicable regulations by adding the highlighted italics language as shown below:

Table 11.21-5 Residential Neighborhood Zone Allowed Land Uses

Land Use Type (I)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Residential Uses						
Accessory Structures	P	P	P	P	P	Chapter <u>11.43</u>
Child Day Care Facility, Small Family Home	P	P	P	X	X	<u>11.40.050</u>
Child Day Care Facility, Large Family Home	P	P	P	X	X	<u>11.40.050</u>
Cottage Food Operation	P	P	P	X	X	Chapter <u>11.60</u>
Duplex/Two-Family Residential	P	P	P	X	X	
Greenhouse	P	P	X	X	CUP	
Live/Work Unit	P	P	X	X	X	Chapter <u>11.23</u> ; <u>11.33.080</u> , <u>11.40.090</u>
Mobile Home/Mobile Home Park (A-P)	P	P	P	X	X	<u>11.25.090</u>
Multifamily Residential (A-P)	X	P	X	X	X	<u>11.25.070</u> , <u>11.25.080</u> , <u>11.33.090</u>

Exhibit "A"

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Personal Property Sales	T	T	T	T	X	2.10.610
Residential Care Facilities, Small	P	P	X	X	X	
Residential Care Facilities, Large	X	P	X	X	X	
Single-Family Residential	P	P	X	X	X	
Single-Room-Occupancy Apartments (A-P)	X	P	X	X	X	11.40.190 and consistent with the housing element
Second Dwelling Unit (A-P)	P	X	X	X	X	Chapter 11.43
Senior/Age-Restricted Dwelling (A-P)	P	P	P	X	X	
Supportive Housing*	P	P	P	X	X	
Transitional Housing*	P	P	P	X	X	
Recreation, Education, Public Assembly Uses						
College, Nontraditional Campus	X	X	X	P	X	
College, Traditional Campus	X	X	X	CUP	X	
Community Assembly (A-P)	X	X	CUP	CUP	X	11.40.060
Library/Gallery/Museum (A-P)	X	X	X	P	X	
School	P	P	X	P	X	
Parks/Plazas/Open Space Uses						
Outdoor Amphitheater (A-P)	X	X	X	P	P	
Parks/Recreation Facility, Limited	P	P	P	P	P	
Parks/Recreation Facility, Full	X	X	X	P	P	
Public Garden	P	P	P	P	P	
Civic/Institutional Uses						
Adult Day Care Center, General	X	X	X	CUP	X	
Adult Day Care Center, Limited	P	P	P	CUP	X	
Child Day Care Facility, Day Care Center, Standalone Facility	CUP	CUP	X	CUP	X	11.40.050
Hospital (D)	X	X	X	CUP	X	
Institutions (D)	X	X	X	CUP	X	
Public/Utility/Energy Uses						
Communications Equipment	CUP	CUP	CUP	CUP	CUP	
Fire/Police Station/Substation	CUP	CUP	CUP	P	X	
Parking Facility	X	CUP	X	P	P	Public or commercial
Public/Government Building	X	X	X	P	X	
Power Distribution Substation	CUP	CUP	CUP	X	X	
Public Utility, Structure or Yard	X	X	X	CUP	CUP	

Exhibit "A"

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Renewable Energy System, Building Mounted (A-P)	P	P	P	P	P	<u>11.40.180</u>
Renewable Energy System, Standalone Ground Mounted (D)	CUP	CUP	CUP	CUP	CUP	<u>11.40.180</u>
Transit Station/Stop	P	P	P	P	P	
Utility Metering/Distribution	X	X	CUP	CUP	CUP	
Commercial Uses						
Open Field Growing	P	P	X	X	CUP	
Personal Services, Fitness/Health Facility	X	X	X	P	X	
Stables, Equestrian, Commercial/Private (1)	X	CUP	X	X	X	<u>11.25.060</u>
Marijuana (Commercial Cannabis Activity)/Deliveries/Manufacturing/Cultivation/Possession/Processing/Storing/Laboratory Testing/Labeling/Distribution/Sale of Cannabis and Marijuana Products/Commercial and Personal Outdoor Cultivation (2)	X	X	X	X	X	Chapter <u>7.80</u>
Restaurant, Dine In (3)	X	X	X	X	CUP	
Alcohol Sales, as Part of a Restaurant (4)	X	X	X	X	CUP	<u>11.42.070(A)&(B)</u>
Recycling Facilities						
Mobile Recycling Unit	X	X	X	CUP	CUP	<u>11.44.080</u>
Recycling/Collections Facilities, Small	X	X	X	CUP	X	<u>11.44.080</u>

Notes: All land use types are subject to the applicable frontage type requirements and all other development, design, and operational standards of the applicable zone.

See Table 11.20-1 for zone abbreviations.

See Table 11.21-2 for the abbreviations for the general land use permit types and processes.

- (A) Administrative plan review required; see Section 11.51.050, Administrative permits and approvals.
- (D) Discretionary plan review required; see Section 11.51.080, Discretionary permits and approvals.
- (1) See Section 11.25.060 for use zone limitations for this use.
- (2) Indoor cultivation for personal consumption may be permitted per the regulations in Chapter 7.80.
- (3)
 - a. Only one dine-in restaurant within a park per each 50 acres of land.
 - b. Restaurants are prohibited within public utility easements, rights-of-way, and other areas outside of parks that are designated OS.
 - c. The Department of Parks and Recreation shall review and issue a recommendation for approval to the Planning Commission.
- (4)
 - a. Alcohol sales for on-site consumption of beer and wine (ABC License Type 41) only.
 - b. Department of Parks and Recreation shall review and issue a recommendation for approval to the Planning Commission.

* Housing meeting this definition shall be permitted, conditionally permitted, or not permitted, per the regulation of other residential dwellings of the same type in the same zone. All standards and regulations of this title governing the regulation of other residential dwellings of the same type and in the same zone shall apply.

Exhibit "A"

SECTION 2. This ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) because it consists only of minor revisions and clarifications to an existing zoning code and will not have the effect of deleting or substantially changing any regulatory standards or findings. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment but will include new allowable land use types within the Open Space zone in the City. Entitlements will require review, and CEQA analysis will be performed for specific projects.

SECTION 3. If any Section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

SECTION 5. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

ADOPTED this _____ day of _____, 2025

CITY OF SOUTH GATE:

Gil Hurtado, Mayor

ATTEST:

Yodit Glaze, City Clerk

(Seal)

APPROVED AS TO FORM:

DRAFT

Raúl F. Salinas, City Attorney

Exhibit "B"

CONDITIONS OF APPROVAL (permit 24-15)

Violation of, or noncompliance with, any of these conditions shall constitute grounds for revocation of this Conditional Use Permit ("permit"):

Planning Division

1. The permittee shall agree to defend, indemnify and hold harmless the City of South Gate, its agents, officers, and employees from any claim, action, or proceeding against the City of South Gate or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of South Gate, its legislative body, advisory agencies, or administrative officers concerning the issuance of the permit to which these conditions are attached. The City of South Gate will promptly notify the permittee of any such claim, action, or proceeding against the City of South Gate and the permittee will either undertake the defense of the matter and pay the City's associated legal or other consultant costs or will advance funds to pay for the defense of the matter by the City Attorney. If the City of South Gate fails to promptly notify the permittee of any such claim, action, or proceeding or fails to cooperate fully in the defense, the permittee shall not, thereafter, be responsible for defending, indemnify or hold harmless the City of South Gate. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the permittee's consent, but should it do so, the City shall waive the indemnification herein, except the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
2. Except as set forth in subsequent conditions, all-inclusive, the property shall be developed substantially in accordance with the application, environmental assessment, and plans submitted to the City in the permittee's application for this permit and any modifications thereof imposed by the City as a condition of the issuance of this permit.
3. The proposed project shall comply with all Federal, State, County, and Local laws and ordinances that may apply to this permit, stated herein or not.
4. If determined to be required by the Building & Safety Division, the permittee shall submit plans to the Los Angeles County Fire Department for review for compliance with Fire regulations prior to the issuance of Building Permits. Proof of Fire Department approval (including sprinkler plan approval) is required. If revisions are made to the project plans (i.e. setbacks, building height, building design, driveway width, driveway configuration, landscaping, etc.) as a result of Fire Department requirements, changes to the plans may require Planning Commission review and approval as determined by the Community Development Director.
5. The proposed use shall be conducted, and the property be maintained in a clean, neat, quiet, and orderly manner at all times pursuant to South Gate Municipal Code Section 5.08.020(A).

Exhibit "B"

6. The approval of this permit, and the permit itself, shall expire if the entitlement is not exercised within one (1) year from the date of approval by the Planning Commission, unless an extension has been granted by the Planning Commission.
7. The permittee shall obtain the approvals, clearances, permits, and/or licenses required from City departments and outside agencies (i.e. County of Los Angeles Public Health Department, California Department of Alcoholic Beverage Control, and South Gate Building & Safety) prior to the expiration of this entitlement.
8. No alcoholic beverages, including beer and wine, shall be sold from the premises for off-premises consumption.
9. No alcohol sales displays shall be permitted that are visible from the public street or parking lot.
10. Employees selling alcoholic beverages shall be of an age consistent with Section 25663 of the California Business and Professions Code.
11. The validity of the permit shall be conditioned on compliance with all state regulations and conditions.
12. The premises shall be maintained at all times in a neat and orderly manner.
13. Trash receptacles shall be provided in such number and at such locations as specified by the Planning Commission.
14. All alcoholic beverages sales, offerings, and consumption shall be conducted completely within the enclosed building or permitted outdoor patio seating area for on-sale uses.
15. Building and site design and maintenance shall be consistent with the standards of the immediate neighborhood so as not to cause blight or deterioration, or to substantially diminish or impair property values within the neighborhood.
16. The permittee shall be responsible for the conduct of all employees, including their education concerning Alcoholic Beverage Control regulations and provisions of the South Gate Municipal Code pertaining to sales of alcohol (e.g., verification of age of purchaser).
17. The permittee shall acknowledge that the city has specifically reserved the right and authority to impose sanctions, including suspension or revocation of the permit, as a consequence of one or more violations of a state statute, rule, or regulation concerning the sale to or consumption of alcoholic beverages by a minor.
18. The permit shall be subject to compliance review of the property and permit conditions at Planning-Commission-established intervals; the first compliance review shall occur within six months of permit issuance or actuation.

Exhibit "B"

19. Any kitchen facility on premises (in conjunction with a restaurant) shall be maintained at all times in a clean and sanitary condition.
20. Adequate refrigeration shall be maintained at all times for the preservation of any food on the permittee's premises.
21. The permit shall, after notice to the permittee and an opportunity to be heard, be subject to additional conditions to maintain or remedy land use compatibility, security, or crime control issues that have arisen since the issuance of the permit.
22. The sales of alcohol shall cease at 10:30pm, or one-half hour before closing, whichever is earlier.
23. All alcoholic beverages sales, offerings, and consumption shall be prohibited on the playing fields and areas adjacent to the playing fields.
24. The existing lounge area shall be reduced to a total of 500 square feet. Alternatively, the lounge shall be reclassified on the plans as a dining area and be maintained with tables and chairs excluding sofas/couches or other lounge-style seating amenities.
25. All noise shall be contained within the facility's structure only and shall not carry out into adjacent parking areas.
26. The permittee shall post on-premises signs within and throughout the facility structure in a manner that meaningfully advises permittee's patrons that they may not loiter after permittee's scheduled hours of operation in the designated joint use parking area and must leave within 30 minutes after closing. The permittee shall take reasonable steps as may be necessary to monitor the designated joint use parking area to ensure material compliance with this condition.
27. All equipment, furniture, or other appurtenances that are not in use shall be kept inside the building. Outdoor storage shall not be permitted.
28. Approval of this permit shall not become effective until the effective approval date of the amended Ground Lease Agreement between City Council/City of South Gate and Tenant ("Sofive Soccer Centers.") to allow for the alcohol sales for on-site consumption within the premises.
29. If the City's Director of Parks and Recreation believes that the sale of alcohol pursuant to this permit is creating risks to public safety, permittee shall, upon notice from said Director, meet with the Director informally to discuss mitigating those risks by implementing mutually agreeable modifications to permittee's alcohol sales operations. Such modifications may include changing the hours when alcohol is served, adding security personnel when alcohol is served, or other changes acceptable to the Director and permittee. Nothing in this Condition No. 29 constitutes a waiver of the City's rights under Condition No. 34.

Exhibit "B"

30. The Community Development Director is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications achieve substantially the same results, as with strict compliance with said plans and conditions.
31. Permittee shall obtain its City of South Gate Business License prior to commencing business operations.
32. Violation of, or noncompliance with, any of these conditions shall constitute grounds for revocation of this permit.
33. Permittee shall agree to maintain (and/or cause its landlord to maintain, if the permittee is a tenant) the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at permittee's sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and the removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in a healthy condition and replacement of diseased or dead plant material with new material at an age similar to the material being replaced; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition.
34. If the application for this permit, or any conditions of the permit, violate the Zoning Code or do not fulfill the intent of the Code, the Planning Commission shall, following a public hearing, be authorized to take the following actions:
 - a. Revoke the permit, revoke and reissue the permit with new or modified conditions, or modify the conditions of the existing permit as may be appropriate under the circumstances.
 - b. Impose, as a condition of the continuation, reinstatement, or reissuance of the permit, a requirement that the permittee reimburse the City for all costs and expenses reasonably incurred in investigating, identifying, and documenting the violation, and in processing information concerning the violation for presentation to the Planning Commission, and, upon any appeal, to the City Council.
 - c. This permit shall be revocable if the exercises of rights granted by the permit are discontinued for 6 consecutive months. The use subject to the permit may not be resumed if the permit is revoked; a new permit, including processing and public notification, shall be required.
35. The permittee shall agree in writing to the above conditions.

Exhibit "B"

Building & Safety

36. The permittee shall submit plans, including a complete site plan for building plan check to review the proposed increase occupancy. The plans shall comply with all building code requirements applicable to occupancy loads and the minimum egress requirements. The plans shall also identify a clear exiting path and dispersal area.
37. The permittee shall provide a copy of plans approved by the Los Angeles County Public Health Department.
38. Address numbers shall be installed to the front of the building to the satisfaction of the Building Department.
39. The permittee shall obtain the necessary approval, permit, and inspection to legalize the signage located above the main building entrance.
40. The damaged stucco wall areas around the exterior of the building shall be patched, repaired, and painted.
41. The non-functional water closet located inside the men's restroom shall be repaired.
42. The chains and padlocks on existing gates located throughout the playing fields shall be removed to ensure proper functionality of their panic hardware and emergency egress.
43. All of the appurtenances blocking the "exit" door adjacent to the kitchen area shall be removed to ensure it remains accessible.
44. The bent steel posts supporting the netting on the playing fields shall be repaired or replaced.
45. The damaged drywall areas and light fixtures shall be repaired.
46. Junction boxes with exposed electrical wiring shall be properly sealed.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING CHAPTER 11.21 (LAND USE TYPES) OF TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE (SGMC), RELATING TO ALLOWING DINE-IN RESTAURANTS AND ANCILLARY ALCOHOL SALES WITHIN THE OPEN SPACE (OS) ZONE, AND FINDING THIS ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO SECTION 15061(B)(3).

WHEREAS, the City of South Gate is committed to fostering vibrant, diverse, and sustainable community spaces that encourage economic development and enhance the quality of life for residents and visitors alike; and

WHEREAS, the Open Space (OS) zoning district is designated for areas that are primarily dedicated to parks, recreational facilities, and natural areas, with the intent to preserve open land and provide public recreational opportunities; and

WHEREAS, the City recognizes that integrating compatible, complementary uses such as dining and restaurant services within certain Open Space areas can enhance the public's experience of parks and open spaces, while supporting local businesses and promoting economic development; and

WHEREAS, the addition of dine-in restaurants and alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces; and

WHEREAS, the presence of restaurants and alcohol sales in designated Open Space areas will create opportunities for local businesses to thrive, attracting new customers, and boosting the local economy; and

WHEREAS, the City is committed to ensuring that any restaurant and alcohol use within the Open Space zone will be subject to appropriate regulations to ensure compatibility with the surrounding environment, preserve public health and safety, and minimize any negative impacts on the natural landscape or nearby residents; and

WHEREAS, the proposed ordinance would allow for responsible, small-scale, sit-down dining and the sale of alcohol at specific locations within the Open Space zone, subject to approval

Exhibit “A”

of a Conditional Use Permit (CUP) and compliance with all applicable local, state, and federal laws regarding alcohol service and consumption; and

WHEREAS, the City Council believes that approving dine-in restaurant uses with alcohol sales within the Open Space zone aligns with the City's broader goals of promoting recreation, community engagement, and sustainable economic development, while also preserving the intent of the Open Space zoning designation;

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

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

WHEREAS, Table 11.21-5 specifies uses allowed in the OS zone; and

WHEREAS, under this table, dine-in restaurants and alcohol sales currently are not listed as permitted uses in the OS zone; and

WHEREAS, the City Council has determined it to be in the best interest of the City to include “dine-in restaurants” and “alcohol sales” as allowed land use types within Table 11.21-5 (Residential Neighborhood Zone Allowed Land Uses) subject to the approval of a CUP.

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

SECTION 1. Table 11.21-5 of the City’s Zoning Code is hereby amended to permit dine-in restaurants and alcohol sales as an accessory use in the Open Space (OS) zoning district, subject to the approval of a CUP and in accordance with applicable regulations by adding the highlighted italics language as shown below:

Table 11.21-5 Residential Neighborhood Zone Allowed Land Uses

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Residential Uses						
Accessory Structures	P	P	P	P	P	Chapter 11.43
Child Day Care Facility, Small Family Home	P	P	P	X	X	11.40.050
Child Day Care Facility, Large Family Home	P	P	P	X	X	11.40.050
Cottage Food Operation	P	P	P	X	X	Chapter 11.60
Duplex/Two-Family Residential	P	P	P	X	X	
Greenhouse	P	P	X	X	CUP	
Live/Work Unit	P	P	X	X	X	Chapter 11.23 ; 11.33.080 , 11.40.090

Exhibit "A"

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Mobile Home/Mobile Home Park (A-P)	P	P	P	X	X	11.25.090
Multifamily Residential (A-P)	X	P	X	X	X	11.25.070 , 11.25.080 , 11.33.090
Personal Property Sales	T	T	T	T	X	2.10.610
Residential Care Facilities, Small	P	P	X	X	X	
Residential Care Facilities, Large	X	P	X	X	X	
Single-Family Residential	P	P	X	X	X	
Single-Room-Occupancy Apartments (A-P)	X	P	X	X	X	11.40.190 and consistent with the housing element
Second Dwelling Unit (A-P)	P	X	X	X	X	Chapter 11.43
Senior/Age-Restricted Dwelling (A-P)	P	P	P	X	X	
Supportive Housing*	P	P	P	X	X	
Transitional Housing*	P	P	P	X	X	
Recreation, Education, Public Assembly Uses						
College, Nontraditional Campus	X	X	X	P	X	
College, Traditional Campus	X	X	X	CUP	X	
Community Assembly (A-P)	X	X	CUP	CUP	X	11.40.060
Library/Gallery/Museum (A-P)	X	X	X	P	X	
School	P	P	X	P	X	
Parks/Plazas/Open Space Uses						
Outdoor Amphitheater (A-P)	X	X	X	P	P	
Parks/Recreation Facility, Limited	P	P	P	P	P	
Parks/Recreation Facility, Full	X	X	X	P	P	
Public Garden	P	P	P	P	P	
Civic/Institutional Uses						
Adult Day Care Center, General	X	X	X	CUP	X	
Adult Day Care Center, Limited	P	P	P	CUP	X	
Child Day Care Facility, Day Care Center, Standalone Facility	CUP	CUP	X	CUP	X	11.40.050
Hospital (D)	X	X	X	CUP	X	
Institutions (D)	X	X	X	CUP	X	
Public/Utility/Energy Uses						
Communications Equipment	CUP	CUP	CUP	CUP	CUP	
Fire/Police Station/Substation	CUP	CUP	CUP	P	X	
Parking Facility	X	CUP	X	P	P	Public or commercial
Public/Government Building	X	X	X	P	X	

Exhibit "A"

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Power Distribution Substation	CUP	CUP	CUP	X	X	
Public Utility, Structure or Yard	X	X	X	CUP	CUP	
Renewable Energy System, Building Mounted (A-P)	P	P	P	P	P	11.40.180
Renewable Energy System, Standalone Ground Mounted (D)	CUP	CUP	CUP	CUP	CUP	11.40.180
Transit Station/Stop	P	P	P	P	P	
Utility Metering/Distribution	X	X	CUP	CUP	CUP	
Commercial Uses						
Open Field Growing	P	P	X	X	CUP	
Personal Services, Fitness/Health Facility	X	X	X	P	X	
Stables, Equestrian, Commercial/Private (1)	X	CUP	X	X	X	11.25.060
Marijuana (Commercial Cannabis Activity)/Deliveries/Manufacturing/Cultivation/Possession/Processing/Storing/Laboratory Testing/Labeling/Distribution/Sale of Cannabis and Marijuana Products/Commercial and Personal Outdoor Cultivation (2)	X	X	X	X	X	Chapter 7.80
Restaurant, Dine In (3)	X	X	X	X	CUP	
Alcohol Sales, as Part of a Restaurant (4)	X	X	X	X	CUP	11.42.070(A)&(B)
Recycling Facilities						
Mobile Recycling Unit	X	X	X	CUP	CUP	11.44.080
Recycling/Collections Facilities, Small	X	X	X	CUP	X	11.44.080

Notes: All land use types are subject to the applicable frontage type requirements and all other development, design, and operational standards of the applicable zone.

See Table 11.20-1 for zone abbreviations.

See Table 11.21-2 for the abbreviations for the general land use permit types and processes.

(A) Administrative plan review required; see Section [11.51.050](#), Administrative permits and approvals.

(D) Discretionary plan review required; see Section [11.51.080](#), Discretionary permits and approvals.

(1) See Section [11.25.060](#) for use zone limitations for this use.

(2) Indoor cultivation for personal consumption may be permitted per the regulations in Chapter [7.80](#).

(3) **a. Only one dine-in restaurant within a park per each 50 acres of land.**

b. Restaurants are prohibited within public utility easements, rights-of-way, and other areas outside of parks that are designated OS.

c. The Department of Parks and Recreation shall review and issue a recommendation for approval to the Planning Commission.

(4) **a. Alcohol sales for on-site consumption of beer and wine (ABC License Type 41) only.**

b. Department of Parks and Recreation shall review and issue a recommendation for approval to the Planning Commission.

* Housing meeting this definition shall be permitted, conditionally permitted, or not permitted, per the regulation of other residential dwellings of the same type in the same zone. All standards and regulations of this title governing the regulation of other residential dwellings of the same type and in the same zone shall apply.

Exhibit “A”

SECTION 2. This ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) because it consists only of minor revisions and clarifications to an existing zoning code and will not have the effect of deleting or substantially changing any regulatory standards or findings. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment but will include new allowable land use types within the Open Space zone in the City. Entitlements will require review, and CEQA analysis will be performed for specific projects.

SECTION 3. If any Section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

SECTION 5. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

ADOPTED this _____ day of _____, 2025

CITY OF SOUTH GATE:

Maria Davila, Mayor

ATTEST:

Yodit Glaze, City Clerk

(Seal)

APPROVED AS TO FORM:

DRAFT

Raúl F. Salinas, City Attorney

Rodrigo Pelayo

From: Caroline Maravilla <carolinemaravilla@gmail.com>
Sent: Tuesday, December 17, 2024 4:02 PM
To: Rodrigo Pelayo; John Signo
Subject: Appeal of the Planning Commission's Decision to Adopt Resolution No. 2024-07

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

Dear Councilmembers:

This is a formal appeal of the Planning Commission's decision to adopt Resolution No. 2024-07 consisting of:

1. A recommendation to the City Council to adopt an Ordinance amending Chapter 11.21 (Land Use Types) of Title 11 (Zoning) of the South Gate Municipal Code (SGMC), relating to restaurants with ancillary alcohol sales within the Open Space (OS) zoning district;
2. Approval of a Conditional Use Permit (CUP) to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/cat6 located within a soccer facility at 9599 Pinehurst Ave (the "Sofive Soccer Complex"); and
3. The Planning Commission's finding that the project is exempt under a Class 1 Categorical Exemption pursuant to section 15301 (Existing Facilities) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

The City of South Gate failed to make the following findings:

1. Approval Conflicts with General Plan Goals:
 - o While the General Plan emphasizes enhancing recreational opportunities, introducing alcohol sales in a family-oriented recreational facility could detract from these goals. Alcohol consumption may alienate families and individuals seeking a wholesome environment, which is inconsistent with promoting community engagement and recreational quality.
 - o The Open Space (OS) zoning district is designated for recreation, preservation, and community use. Introducing dine-in restaurants with ancillary alcohol sales fundamentally alters the purpose of this zoning, diverting it from open, natural, and family-oriented recreational spaces toward commercial interests. This sets a concerning precedent for the future commercialization of open spaces.
 - o Open Space zoning is intended to safeguard areas for recreation, conservation, and community well-being. Allowing alcohol-serving restaurants introduces a commercial element that dilutes this intent, prioritizing business interests over public benefit.
 - o The report emphasizes compatibility with recreational uses but does not substantiate how alcohol sales, inherently non-recreational, align with preserving open space values.
2. Incompatibility with Open Space Zoning:
 - o The Open Space (OS) zoning is intended to preserve areas for recreation and passive public use, not commercial ventures like alcohol-serving restaurants. Allowing such uses introduces a commercial element that fundamentally shifts the zone's character away from its intended purpose of fostering

recreation and leisure.

- o Alcohol sales within recreational areas, particularly near residential zones, schools, and churches, may lead to increased noise, traffic, and behavioral issues, potentially altering the community's character and reducing the appeal of public open spaces.

- o Enhancing the visitor experience through alcohol sales does not align with the primary purpose of recreational spaces, which is to promote health, physical activity, and environmental appreciation.

3. Potential Adverse Effects on Surrounding Properties:

- o While the report argues compatibility with the existing soccer complex, it overlooks potential disruptions to surrounding sensitive areas, including schools, churches, and residences. Increased noise, loitering, and traffic could negatively impact these adjacent uses and erode community trust in maintaining open space integrity. This disrupts the community and contradicts claims of "minimal impact" on adjacent properties.

- o Specific mitigation measures, such as limits on hours of operation, may not sufficiently offset these impacts or prevent unintended consequences like noise and loitering.

- o Lack of security further impacts public health, safety and welfare.

4. Failure to Adequately Address Safety and Public Health Risks

- o Alcohol consumption at recreational facilities, even with proposed restrictions, introduces risks such as increased likelihood of public disturbances, impaired judgment during recreational activities, and reduced suitability for families with children. These risks are inconsistent with the General Plan's emphasis on promoting safe, family-friendly environments.

- o These risks could deter families and other users, undermining the facility's accessibility and inclusiveness.

- o Additional monitoring by park security personnel and local authorities to ensure compliance with alcohol regulations could impose unanticipated costs on the city or taxpayers.

5. Insufficient Evidence Supporting Economic or Social Benefits:

- o The argument that alcohol sales would boost visitor experience or economic activity lacks concrete data. The report assumes prolonged visits and economic benefits without substantiating these claims, which makes the rationale speculative.

- o The claim that alcohol sales will enhance visitor experiences and extend visit durations is speculative. The staff report does not provide data or case studies supporting this assertion. Alcohol consumption is not a necessity for recreational activities and could deter families or visitors seeking a safe and wholesome recreational atmosphere.

6. Failure to Preserve Recreational Intent:

- o The proposed amendment and CUP shift the focus from recreation to hospitality and dining, potentially conflicting with the General Plan's objectives of maintaining open spaces for public enjoyment and physical activity.

- o Amending the Zoning Code to allow restaurants with ancillary alcohol sales could set a precedent for further commercialization of open spaces, eroding their availability for traditional recreational purposes.

7. Limited Precedent for Similar Use in OS Zones:

- o The staff report claims the proposal aligns with OS zoning goals but does not provide examples of similar facilities successfully integrating alcohol sales within open space areas without negative impacts.

- o The existing café and recreational amenities already serve visitors' needs. The addition of alcohol sales

may not be necessary and could detract from the current family-friendly environment.

8. Contradictions with CEQA Exemption Justification

o The staff concludes the project is exempt from CEQA review under the "Existing Facilities" category. However, this exemption may be inappropriate because introducing alcohol sales represents a change in operational intensity that could have indirect environmental impacts, such as increased traffic, noise, and public disturbances, especially in sensitive residential areas.

9. Insufficient Scrutiny and Public Engagement

o The decision to integrate commercial alcohol sales into public recreational spaces warrants greater community consultation. Residents, families, and stakeholders should have a larger voice in determining the future character of their open spaces.

o The CUP process requires that all proposed uses must align with the intent of the zone. Permitting alcohol sales may violate this requirement by introducing a non-compatible activity into a recreation-focused environment.

The City of South Gate has failed to protect its residents, instead exposing them to harm by approving the proposed legalization of alcohol sales and consumption in our city parks. This decision contradicts the goals of the General Plan and poses significant risks to public health, safety, and welfare. Yet, the City has endorsed this measure, seemingly as a shortcut to address its inability to enforce existing laws against illegal alcohol consumption in South Gate Park.

Rather than safeguarding the community, the City has shifted its responsibilities to Sofive without implementing sufficient safeguards to mitigate the risks. This decision prioritizes potential sales revenue over the safety and well-being of its residents. We must ask: How much is the quality of life for South Gate residents worth in Sofive dollars?

Our community deserves better. Before approving any proposals that could harm residents, the City should address its ongoing enforcement failures. How can we trust the City to ensure Sofive complies with regulations when it has already failed to enforce its current laws? Sofive has demonstrated an inability to fulfill its commitments, such as providing the two security guards it promised. The City has already shown leniency, extending alcohol service hours before Sofive has proven itself to be a responsible partner. This pattern raises a critical question: How can residents trust that the City is prioritizing their safety when it has negotiated away protections?

Furthermore, Sofive has received preferential treatment that other business owners in South Gate have not. Why is the City permitting a use that undermines community safety and quality of life without offering tangible benefits to residents? Is the City being shortsighted, placing potential revenue above the welfare of the community?

We deserve better leadership—leadership that values safety and quality of life over short-term financial gains. It's time for the City to act responsibly and prioritize its residents.

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, REVERSING THE ACTION OF THE PLANNING COMMISSION AND DENYING THE REQUEST FOR A CONDITIONAL USE PERMIT (CUP 24-15).

WHEREAS, the City of South Gate is committed to fostering vibrant, diverse, and sustainable community spaces that encourage economic development and enhance the quality of life for residents and visitors alike; and

WHEREAS, the Open Space (OS) zoning district is designated for areas that are primarily dedicated to parks, recreational facilities, and natural areas, with the intent to preserve open land and provide public recreational opportunities; and

WHEREAS, the addition of dine-in restaurants with ancillary alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces; and

WHEREAS, the City is committed to ensuring that any restaurant with ancillary alcohol use within the Open Space zone will be subject to appropriate regulations to ensure compatibility with the surrounding environment, preserve public health and safety, and minimize any negative impacts on the natural landscape or nearby residents; and

WHEREAS, the City Manager initiated an Ordinance amendment to allow dine-in restaurants with ancillary alcohol sales within the Open Space (OS) zoning district; and

WHEREAS, F. Michael Ayaz, Esq., on behalf of Goals Soccer Centers, Inc. DBA Sofive Soccer Centers South Gate ("the Applicant"); filed a complete application requesting the approval of a Conditional Use Permit (CUP 24-15) described herein ("Application"); and

WHEREAS, the Application pertains to an approximately 8,450 square-foot facility within South Gate Park property having Los Angeles County Assessor's Parcel Number 6222-023-900, more commonly known as 9599 Pinehurst Avenue, South Gate, California ("Property");

WHEREAS, the Applicant requests approval of a Conditional Use Permit (CUP) to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/café; and

WHEREAS, Pursuant to South Gate Municipal Code, Chapter 11.52.030, before a CUP may be granted, the Planning Commission (or the city council on appeal) shall make all of the following findings, as applicable to the property:

(a) Approval of the CUP is consistent with and will not adversely affect the intent and purpose of this title or the city's General Plan.

(b) The design and development of the land use and conditions of the CUP are compatible with the existing and future land uses of the applicable zone.

(c) Approval of the CUP would not result in detrimental impacts to adjacent properties or to the character or function of the neighborhood.

WHEREAS, The Planning Commission conducted a duly-noticed public hearing to consider the matter on December 5, 2024 and, after considering a presentation by the Community Development Department, and after listening to public comments, the Planning Commission adopted Resolution No. 2024-07 to approve Conditional Use Permit (CUP 24-15) contingent upon City Council's adoption of a proposed Ordinance; and

WHEREAS, on December 17, 2024, an appeal was filed by Caroline Maravilla ("Appellant") against the Planning Commission's adoption of Resolution No. 2024-07 and approval of CUP 24-15; and

WHEREAS, on February 11 and 25, 2025, this City Council conducted a duly-noticed public hearing to consider the matter, at which this Council considered information presented by the Community Development Department, Applicant and Appellant, and listened to public comments about the issue. Notice of the hearing was originally posted and published in the "South Gate Press" newspaper and was mailed to surrounding properties on January 16 and 23, 2025.

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

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

SECTION 2. After considering the information and comments presented at the February 25, 2025, City Council hearing on this matter, this City Council hereby resolves to reverse the action taken by the Planning Commission on December 5, 2024 and deny Conditional Use Permit No. 24-15 (CUP 24-15) based on the following findings:

- The approval conflicts with the General Plan goals and policies (Goal GC 1, Objective GC 1.1, Policy P.5) as the proposed dine-in restaurant use with alcohol sales may pose safety issues, nuisances, and compromise the enjoyment of recreational activities within the park.
- The approval conflicts with Goal CD 4., Objective CD 4.1, Policy P.2 in that the proposed restaurant with alcohol sales has potential adverse effects on surrounding properties and disrupt the character of existing neighborhoods.

SECTION 3. The City Council does hereby declare that if any section, subsection, sentence, clause, phrase or portion of this Resolution or its application thereof is for any reason held to be

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

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

PASSED, APPROVED, and ADOPTED on this **25th** day of **February 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

City of South Gate

PLANNING COMMISSION

AGENDA BILL

For the Special Meeting of: December 5, 2024

Senior Planner:

Rodrigo Pelayo

Planning Manager:

John F. Signo, AICP

SUBJECT: Zoning Code Amendment & Conditional Use Permit (CUP 24-15)

PROJECT PROPOSAL/REQUEST: Consideration of an Ordinance to amend Chapter 11.21 (Land Use Types) of Title 11 (Zoning) of the South Gate Municipal Code (SGMC), relating to restaurants with ancillary alcohol sales within the Open Space (OS) zoning district. The project also involves a request for approval of a Conditional Use Permit (CUP) to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/café located within a soccer facility at 9599 Pinehurst Ave (the "Sofive Soccer Complex").

BACKGROUND:

Project Overview

- General Plan Designation: Parks and Recreation
- Zoning: Tweedy Boulevard Specific Plan (TBSP) / (OS, Open Space)
- Project Location: 9599 Pinehurst Ave.
- Assessor's Parcel Number: 6222-023-900
- Site Characteristics: The subject site is a soccer complex operated under the tradename "Sofive Soccer Centers South Gate" and is located within South Gate Park, the largest park in the city. The park measures approximately 96.8 acres and is comprised of nine parcels bounded by Southern Avenue to the north, Hildreth Avenue to the west, Tweedy Boulevard to the south, and Pinehurst Avenue to the east. The park is currently developed with numerous facilities such as playgrounds, outdoor basketball and tennis courts, skatepark, baseball fields and batting cages, sports center with gym and pool, golf course, volleyball courts, senior recreation center, and other recreational facilities including the soccer complex.

The Sofive Soccer Complex is located within the northeast quadrant of the park and is developed with twelve playing fields totaling roughly 299,650 square feet and a clubhouse measuring approximately 8,450 square feet. The clubhouse consists of amenities such as a reception desk, employee office and dressing rooms, locker rooms, restrooms, storage rooms, and a restaurant/café. The restaurant comprises a full kitchen, dining and lounge areas, a meeting/party room, and an outdoor patio area facing the playing fields.

- Surroundings: Surrounding properties include single-family residences across Hildreth Avenue to the west; a church and multi-family residential properties across Tweedy Boulevard to the south; a church, elementary school, and multi-family and single-family residences across Pinehurst Avenue to the east; and a fire station, park maintenance yard, and multi-family residential properties to the north across Southern Avenue.
- Project Description: The project consists of an Ordinance, amending Chapter 11.21 (Land Use Types) of Title 11 (Zoning) of the SGMC, to allow dine-in restaurants with ancillary alcohol sales within the Open Space (OS) zoning district. The project also involves a request for approval of a CUP to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/café located in the Sofive Soccer Complex, within the OS zone. The project does not propose site or tenant improvements.
- Applicant: F. Michael Ayaz, Esq., on behalf of Goals Soccer Centers, Inc. DBA Sofive Soccer Centers South Gate
- Municipal Code Requirements for Zoning Code Amendment: Pursuant to Table 11.50-1. (Initiation of Amendments) of SGMC Chapter 11.50.050(B), the City Council, Planning Commission, or City Manager may initiate a Zoning Code (text) Amendment. In this particular project, the proposed Ordinance amendment was initiated by the City Manager.

Furthermore, pursuant to SGMC Chapter 11.50.050(C)(2), the proposed amendment shall be heard by the Planning Commission at a scheduled hearing. If approved, the amendment shall be adopted by ordinance and forwarded to the City Council for final review, adoption, or denial.

- Municipal Code Requirements for a CUP: Pursuant to SGMC Chapter 11.52.030, before a CUP may be granted, the Planning Commission (or the City Council on appeal) shall make all of the following findings, as applicable to the property:
 - A. Approval of the CUP is consistent with and will not adversely affect the intent and purpose of this title or the city's General Plan.
 - B. The design and development of the land use and conditions of the CUP are compatible with the existing and future land uses of the applicable zone.
 - C. Approval of the CUP would not result in detrimental impacts to adjacent properties or to the character or function of the neighborhood.

ANALYSIS:

Zoning Code Amendment

The City of South Gate’s General Plan goals and policies aim to foster vibrant, diverse, and sustainable community spaces that encourage economic development and enhance the quality of life for residents and visitors alike. The Open Space (OS) zoning district is designated for areas that are primarily dedicated to parks, recreational facilities, and natural areas, with the intent to preserve open land and provide public recreational opportunities. Integrating compatible and complementary uses such as dining and restaurant services within certain Open Space areas can enhance the public's experience of parks and open spaces, while supporting local businesses and promoting economic development. The addition of dine-in restaurants with ancillary alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces. The presence of restaurants with ancillary alcohol sales in designated Open Space areas can create opportunities for local businesses to thrive, attracting new customers, and boosting the local economy.

The City of South Gate Zoning Ordinance is part of the SGMC (Title 11, Zoning) and contains multiple sections describing the different zones within the City, general definitions as commonly used within the Title, entitlement processes, procedures for amendments to the Zoning Ordinance and regulations regarding land use, property development regulations, signs and parking. The land use permission tables in Chapter 11.21 of the Zoning Code establish the uses to which land in each zone may be put. Within this chapter, Table 11.21-5 specifies the types of land uses allowed in the OS zone. Under this table, dine-in restaurants and related alcohol sales currently are not listed as permitted uses in the OS zone; therefore, are prohibited within public and private parks, community recreation facilities, and open space resources throughout the city.

Table 11.21-5 of the City’s Zoning Code is proposed to be amended to permit dine-in restaurants and related ancillary alcohol sales as an accessory use in the Open Space (OS) zone, subject to the approval of a CUP and in accordance with applicable regulations by adding the highlighted italics language as shown below:

Table 11.21-5 Residential Neighborhood Zone Allowed Land Uses

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Residential Uses						
Accessory Structures	P	P	P	P	P	Chapter 11.43
Child Day Care Facility, Small Family Home	P	P	P	X	X	11.40.050
Child Day Care Facility, Large Family Home	P	P	P	X	X	11.40.050
Cottage Food Operation	P	P	P	X	X	Chapter 11.60
Duplex/Two-Family Residential	P	P	P	X	X	

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Greenhouse	P	P	X	X	CUP	
Live/Work Unit	P	P	X	X	X	Chapter 11.23 ; 11.33.080 , 11.40.090
Mobile Home/Mobile Home Park (A-P)	P	P	P	X	X	11.25.090
Multifamily Residential (A-P)	X	P	X	X	X	11.25.070 , 11.25.080 , 11.33.090
Personal Property Sales	T	T	T	T	X	2.10.610
Residential Care Facilities, Small	P	P	X	X	X	
Residential Care Facilities, Large	X	P	X	X	X	
Single-Family Residential	P	P	X	X	X	
Single-Room-Occupancy Apartments (A-P)	X	P	X	X	X	11.40.190 and consistent with the housing element
Second Dwelling Unit (A-P)	P	X	X	X	X	Chapter 11.43
Senior/Age-Restricted Dwelling (A-P)	P	P	P	X	X	
Supportive Housing*	P	P	P	X	X	
Transitional Housing*	P	P	P	X	X	
Recreation, Education, Public Assembly Uses						
College, Nontraditional Campus	X	X	X	P	X	
College, Traditional Campus	X	X	X	CUP	X	
Community Assembly (A-P)	X	X	CUP	CUP	X	11.40.060
Library/Gallery/Museum (A-P)	X	X	X	P	X	
School	P	P	X	P	X	
Parks/Plazas/Open Space Uses						
Outdoor Amphitheater (A-P)	X	X	X	P	P	
Parks/Recreation Facility, Limited	P	P	P	P	P	
Parks/Recreation Facility, Full	X	X	X	P	P	
Public Garden	P	P	P	P	P	
Civic/Institutional Uses						
Adult Day Care Center, General	X	X	X	CUP	X	
Adult Day Care Center, Limited	P	P	P	CUP	X	
Child Day Care Facility, Day Care Center, Standalone Facility	CUP	CUP	X	CUP	X	11.40.050
Hospital (D)	X	X	X	CUP	X	
Institutions (D)	X	X	X	CUP	X	
Public/Utility/Energy Uses						

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Communications Equipment	CUP	CUP	CUP	CUP	CUP	
Fire/Police Station/Substation	CUP	CUP	CUP	P	X	
Parking Facility	X	CUP	X	P	P	Public or commercial
Public/Government Building	X	X	X	P	X	
Power Distribution Substation	CUP	CUP	CUP	X	X	
Public Utility, Structure or Yard	X	X	X	CUP	CUP	
Renewable Energy System, Building Mounted (A-P)	P	P	P	P	P	11.40.180
Renewable Energy System, Standalone Ground Mounted (D)	CUP	CUP	CUP	CUP	CUP	11.40.180
Transit Station/Stop	P	P	P	P	P	
Utility Metering/Distribution	X	X	CUP	CUP	CUP	
Commercial Uses						
Open Field Growing	P	P	X	X	CUP	
Personal Services, Fitness/Health Facility	X	X	X	P	X	
Stables, Equestrian, Commercial/Private (1)	X	CUP	X	X	X	11.25.060
Marijuana (Commercial Cannabis Activity)/Deliveries/Manufacturing/Cultivation/Possession/Processing/Storing/Laboratory Testing/Labeling/Distribution/Sale of Cannabis and Marijuana Products/Commercial and Personal Outdoor Cultivation (2)	X	X	X	X	X	Chapter 7.80
Restaurant, Dine In (3)	X	X	X	X	CUP	
Alcohol Sales, as Part of a Restaurant (4)	X	X	X	X	CUP	11.42.070(A)&(B)
Recycling Facilities						
Mobile Recycling Unit	X	X	X	CUP	CUP	11.44.080
Recycling/Collections Facilities, Small	X	X	X	CUP	X	11.44.080

Notes: All land use types are subject to the applicable frontage type requirements and all other development, design, and operational standards of the applicable zone.

See Table 11.20-1 for zone abbreviations.

See Table 11.21-2 for the abbreviations for the general land use permit types and processes.

(A) Administrative plan review required; see Section [11.51.050](#), Administrative permits and approvals.

(D) Discretionary plan review required; see Section [11.51.080](#), Discretionary permits and approvals.

(1) See Section [11.25.060](#) for use zone limitations for this use.

(2) Indoor cultivation for personal consumption may be permitted per the regulations in Chapter [7.80](#).

(3) **a. Only one dine-in restaurant within a park per each 50 acres of land.**

b. Restaurants are prohibited within public utility easements, rights-of-way, and other areas outside of parks that are designated OS.

c. The Department of Parks and Recreation shall review and issue a recommendation for approval to the Planning Commission.

(4) a. Alcohol sales for on-site consumption of beer and wine (ABC License Type 41) only.

b. Department of Parks and Recreation shall review and issue a recommendation for approval to the Planning Commission.

* Housing meeting this definition shall be permitted, conditionally permitted, or not permitted, per the regulation of other residential dwellings of the same type in the same zone. All standards and regulations of this title governing the regulation of other residential dwellings of the same type and in the same zone shall apply.

Business Operations

The Sofive Soccer Complex was established in South Gate Park in 2019 and has been operating under a Ground Lease Agreement with the City. The business currently operates Monday through Friday from 2:00pm to 11:00pm, and Saturday and Sunday from 8:00am to 11:00pm. The facility is staffed with a total of 30 employees. Its onsite café is equipped with a complete kitchen facility; however, currently offers a menu of concession-style items such as nachos, fries, chicken tenders, water, and sports drinks. The project seeks to obtain approval to allow the sale of beer and wine for on-site consumption in conjunction with the café/restaurant. As part of the request, the applicant proposes to operate as a traditional restaurant by incorporating a variety of appetizers, entree meals, and desserts (Attachment 5) to its menu and offering traditional dining services to patrons. Alcoholic beverages are proposed to be served at all times during the business hours of operation, and consumption will only be permitted in designated portions of the clubhouse. A recommended condition of approval will require the applicant to stop selling alcohol at 10:30pm, which is one-half-hour before closing time. The proposed designated areas for consumption of beer and wine encompasses the restaurant dining area (810 square feet), a lounge (589 square feet), party room (298 square feet), diner/café (120 square feet), and outdoor patio space (1,011 square feet). Consumption of alcohol will be prohibited adjacent to or on the soccer fields. To ensure that alcohol drinks are only consumed within the restaurant, staff recommends a condition of approval prohibiting alcoholic drinks outside of the restaurant, except for the outdoor patio area that is designated for dining. Should an approval be granted, the applicant proposes to hire up to seven (7) full-time employees including bartenders, cooks, and security personnel. The business will operate with eight (8) to ten (10) employees per shift.

The current seating configuration comprises a mix of fixed and non-fixed chairs, tables, and stools for a total of 60 persons. The applicant proposes to increase the current seating capacity to a new total of 88 persons. The proposed seating layout will include communal-style tables throughout restaurant/café, with each table having a capacity for eight (8) persons. Three (3) tables will be located in the restaurant dining area, three (3) tables will be located in the lounge, one (1) table is proposed within the party room, and four (4) tables within the outdoor patio area.

Pursuant to SGMC Chapter 11.60 (Definitions), a “restaurant” is defined as, “...Any establishment operated for the primary purpose of providing food, beverages, or meals for compensation that has suitable kitchen facilities for the preparation, storage, and service of food... Any bar area with all applicable licenses is typically limited to approximately five hundred square feet or approximately thirty percent of the dining area; bar areas exceeding these limits are classified as a bar.” Although, “bars” and “lounges” are not defined within the Zoning Code, they are associated with each other due to their similar operating characteristics. Therefore, should approval of a CUP be granted, staff

recommends a condition requiring that the existing lounge area be reduced to a total of 500 square feet. Alternatively, the lounge shall be reclassified as a dining area and be maintained with tables and chairs excluding sofas/couches or other lounge-style seating amenities. This condition will ensure that the business model fulfills the definition of a “restaurant” to ensure it is an allowable use, contingent upon the adoption of the proposed Ordinance amendment.

Off-Street Parking

Pursuant to SGM Chapter 11.33.040, the minimum off-street parking requirement for Clubs and other public assembly spaces is 1 parking space per 100 square feet of floor area used for assembly. In addition, the minimum requirement for a dine-in restaurant measuring less than 4,000 square feet in floor area is 1 parking space per 100 square feet of gross floor area.

In accordance with the City’s parking standards, a total of 95 off-street parking spaces are required for the Sofive Soccer Complex, including its proposed transition from café to restaurant service. The parking calculations are detailed in the table below:

PARKING REQUIREMENTS	
Parking Ratio / Calculations	(Clubs & other public assembly spaces) 1 space / 100 s.f. of floor area used for assembly Building area = 5,870 s.f.: 58.70 parking spaces (Restaurant < 4,000 sf of floor area) 1 space / 100 s.f. of g.f.a Building area = 2,580 s.f.: 25.8 parking spaces Outdoor patio area = 1,011 s.f.: 10.11 parking spaces 58.70 + 25.8 + 10.11 parking spaces = 94.61 = 95 parking spaces
Required # of parking spaces	95 parking spaces
Proposed # of parking spaces	234 parking spaces
Surplus # of parking spaces	139 spaces

In accordance with the current Ground Lease Agreement between the applicant and property owner (City of South Gate), the applicant is allowed to use up to 234 of the existing parking spaces within a designated parking area as illustrated in Attachment 3. The project request will not trigger additional parking requirements since there are no proposed tenant improvements, addition or intensification of the existing permitted land uses. Therefore, the project will comply with the off-street parking requirements.

CUP Analysis

As noted above, restaurants and alcohol sales are currently prohibited within the OS zone. However, if the City Council adopts the proposed Ordinance, restaurants with ancillary alcohol sales will become permitted uses subject to the approval of a Conditional Use Permit. Therefore, the applicant's request for approval of a CUP is contingent upon the adoption of the proposed Ordinance.

In granting approval of a CUP, the Planning Commission (or the City Council on appeal) shall make all of the following findings, as applicable to the property:

- A. Approval of the CUP is consistent with and will not adversely affect the intent and purpose of this title or the City's General Plan *in that the City's General Plan emphasizes promoting quality recreational opportunities, enhancing community amenities, and supporting sustainable and balanced development. Allowing a dine-in restaurant/café with alcohol sales within the Sofive Soccer Complex supports these goals by providing a social and recreational venue that encourages longer visitation, community engagement, and opportunities for social gathering. The proposed use will not undermine any goals related to open space preservation or public health, as it is specifically tied to an active recreational use (the soccer complex) and will be subject to appropriate controls under the CUP, including conditions regarding the sale and consumption of alcohol. The proposed use aligns with the General Plan's policies for improving public amenities and enhancing the visitor experience in active recreational areas.*

The Open Space (OS) zoning district is intended to preserve and enhance open space areas for recreation, passive uses, and other public activities. The proposed use of a dine-in restaurant with alcohol sales complements the recreational and community-oriented nature of the existing Sofive Soccer Complex. As an existing, established sports complex, the proposed restaurant/café will provide a food and beverage option that enhances the overall experience for visitors to the site. The addition of alcohol sales (beer and wine) in conjunction with this existing use does not conflict with the primary intent of the OS zone, which encourages activities that foster public enjoyment and leisure. Furthermore, the request to allow alcohol sales as part of the restaurant operation is designed to be a controlled, low-impact use that will not interfere with or negatively affect surrounding open space uses.

- B. The design and development of the land use and conditions of the CUP are compatible with the existing and future land uses of the applicable zone *in that a restaurant/café with ancillary alcohol sales will be located within the existing Sofive soccer complex, which is an active recreational facility that serves the surrounding community. This use is entirely consistent with the current purpose of the Open Space (OS) zone, which is to provide space for recreational, community-serving, and public activities. The existing soccer complex is already a destination for social and recreational activities, and the addition of a restaurant with alcohol service is an enhancement that will directly support and complement these existing uses. The design of the restaurant and its integration with the soccer complex*

ensures that it is a low-impact, supportive use that does not conflict with the recreational functions of the property.

The Open Space (OS) zone is typically intended to preserve areas for parks, recreational facilities, and other uses that promote public enjoyment of outdoor spaces. The proposed restaurant/café and alcohol sales are consistent with this long-term vision, as they serve to enrich the visitor experience and provide an amenity for users of the facility. The introduction of food and beverage services, including alcohol, is compatible with the types of recreational uses envisioned for the OS zoning district. As such, the proposed development aligns with the City's goal of providing diverse and engaging recreational experiences, and it will not hinder the future uses or long-term development of the zone.

The location of the restaurant/café within the Sofive Soccer Complex will be sensitive to the open space environment. No site improvements or changes to the physical character of the complex are proposed, and the existing landscaping, parking, and recreational areas will remain intact. This ensures that the open space and recreational qualities of the site are preserved while providing a complementary service to those using the complex. The project does not alter the fundamental purpose or aesthetic of the OS zoning district but instead enhances it by providing a social space for visitors.

- C. Approval of the CUP would not result in detrimental impacts to adjacent properties or to the character or function of the neighborhood *in that the proposed use is located within the established Sofive soccer complex, which already serves as a community-oriented recreational facility. This facility is designed to accommodate high levels of activity and visitor traffic, including sports events, social gatherings, and community functions. The addition of a restaurant/café with alcohol sales will not significantly alter the nature of the existing use, but rather will enhance the visitor experience in a way that is consistent with the recreational atmosphere. As the property is already a hub of activity, the proposed land use is compatible with the existing character and function of the site and will not introduce any uses that are out of character with the surrounding recreational environment.*

The recommended conditions of approval will ensure that the sale and consumption of alcohol is done responsibly and does not negatively impact the surrounding residential, school, and church uses. These conditions include limits on the hours of alcohol service to align with family-friendly and community-oriented activities at the soccer complex, and to minimize conflicts with adjacent sensitive uses. Specifically, the restaurant will be required to cease alcohol sales at least one-half-hour prior to closing, ensuring that alcohol-related activity does not extend beyond the business hours. These conditions are designed to minimize any potential for noise, loitering, or disruptive behavior. Another condition of approval will prohibit the consumption of alcohol on the soccer fields or adjacent areas. This restriction ensures that alcohol consumption is confined to the designated restaurant/café area and will not spill over into the recreational fields or surrounding open space. By limiting alcohol consumption to a controlled and supervised environment, the CUP ensures that the primary use of the fields for sports and family-friendly activities remains unaffected. This mitigates any concerns regarding disruptive behavior or alcohol-

related issues on the fields, which could be detrimental to the safety, enjoyment, and function of the recreational facility.

Conclusion

Based on the above analysis, the staff has determined that with the adoption of the proposed Ordinance and the recommended conditions of approval, the proposed project will comply with the SGMC, and all the required findings in support of a CUP will be made.

ENVIRONMENTAL ANALYSIS:

The Planning Commission's act of recommending adoption of the Zoning Code Amendment is not subject to CEQA review because it is not an "approval" of the Zoning Code Amendment, as defined in CEQA Guidelines Section 15352, but is rather a recommendation of approval, and therefore does not commit the City to any definite course of action regarding the Zoning Code Amendment.

Furthermore, in accordance with the California Environmental Quality Act (CEQA), this project (request for approval of a CUP) qualifies for a categorical exemption under CEQA Guidelines Section 15301, (Class 1) "Existing Facilities", in that the project will not result in any alterations or expansion to the existing buildings within the project site.

COMMENTS FROM OTHER DEPARTMENTS:

Staff routed the project for comments to several City Departments including the Public Works, Parks and Recreation, Police Department, Code Enforcement, and the Building & Safety Division. If the project is approved, the comments received from the departments would be incorporated as conditions of approval.

RECOMMENDATION:

Based on the evidence presented, Staff recommends that the Planning Commission consider:

1. Adopting Resolution No. 2024-07 recommending City Council approval of a Zoning Code Amendment to adopt an Ordinance, amending Chapter 11.21 (Land Use Types) of Title 11 (Zoning) of the SGMC, relating to alcohol sales within the Open Space (OS) zoning district.
2. Finding that the project is Categorically Exempt from the CEQA under Section 15301, (Class 1) "Existing Facilities", make the required findings and requirements set forth in the South Gate Municipal Code, and **approve the application for Conditional Use Permit (CUP 24-15)** subject to the following proposed conditions of approval and/or other conditions that the Planning Commission may wish to impose.

CONDITIONS OF APPROVAL:

Planning Division

1. The permittee shall agree to defend, indemnify and hold harmless the City of South Gate, its agents, officers, and employees from any claim, action, or proceeding against the City of South Gate or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of South Gate, its legislative body, advisory agencies, or administrative officers concerning the issuance of the permit to which these conditions are attached. The City of South Gate will promptly notify the permittee of any such claim, action, or proceeding against the City of South Gate and the permittee will either undertake the defense of the matter and pay the City's associated legal or other consultant costs or will advance funds to pay for the defense of the matter by the City Attorney. If the City of South Gate fails to promptly notify the permittee of any such claim, action, or proceeding or fails to cooperate fully in the defense, the permittee shall not, thereafter, be responsible for defending, indemnify or hold harmless the City of South Gate. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the permittee's consent, but should it do so, the City shall waive the indemnification herein, except the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
2. Except as set forth in subsequent conditions, all-inclusive, the property shall be developed substantially in accordance with the application, environmental assessment, and plans submitted to the City in the permittee's application for this permit and any modifications thereof imposed by the City as a condition of the issuance of this permit.
3. The proposed project shall comply with all Federal, State, County, and Local laws and ordinances that may apply to this permit, stated herein or not.
4. If determined to be required by the Building & Safety Division, the permittee shall submit plans to the Los Angeles County Fire Department for review for compliance with Fire regulations prior to the issuance of Building Permits. Proof of Fire Department approval (including sprinkler plan approval) is required. If revisions are made to the project plans (i.e. setbacks, building height, building design, driveway width, driveway configuration, landscaping, etc.) as a result of Fire Department requirements, changes to the plans may require Planning Commission review and approval as determined by the Community Development Director.
5. The proposed use shall be conducted, and the property be maintained in a clean, neat, quiet, and orderly manner at all times pursuant to South Gate Municipal Code Section 5.08.020(A).
6. The approval of this permit, and the permit itself, shall expire if the entitlement is not exercised within one (1) year from the date of approval by the Planning Commission, unless an extension has been granted by the Planning Commission.

7. The permittee shall obtain the approvals, clearances, permits, and/or licenses required from City departments and outside agencies (i.e. County of Los Angeles Public Health Department, California Department of Alcoholic Beverage Control, and South Gate Building & Safety) prior to the expiration of this entitlement.
8. No alcoholic beverages, including beer and wine, shall be sold from the premises for off-premises consumption.
9. No alcohol sales displays shall be permitted that are visible from the public street or parking lot.
10. Employees selling alcoholic beverages shall be of an age consistent with Section 25663 of the California Business and Professions Code.
11. The validity of the permit shall be conditioned on compliance with all state regulations and conditions.
12. The premises shall be maintained at all times in a neat and orderly manner.
13. Trash receptacles shall be provided in such number and at such locations as specified by the Planning Commission.
14. All alcoholic beverages sales, offerings, and consumption shall be conducted completely within the enclosed building or permitted outdoor patio seating area for on-sale uses.
15. Building and site design and maintenance shall be consistent with the standards of the immediate neighborhood so as not to cause blight or deterioration, or to substantially diminish or impair property values within the neighborhood.
16. The permittee shall be responsible for the conduct of all employees, including their education concerning Alcoholic Beverage Control regulations and provisions of the South Gate Municipal Code pertaining to sales of alcohol (e.g., verification of age of purchaser).
17. The permittee shall acknowledge that the city has specifically reserved the right and authority to impose sanctions, including suspension or revocation of the permit, as a consequence of one or more violations of a state statute, rule, or regulation concerning the sale to or consumption of alcoholic beverages by a minor.
18. The permit shall be subject to compliance review of the property and permit conditions at Planning-Commission-established intervals; the first compliance review shall occur within six months of permit issuance or actuation.

19. Any kitchen facility on premises (in conjunction with a restaurant) shall be maintained at all times in a clean and sanitary condition.
20. Adequate refrigeration shall be maintained at all times for the preservation of any food on the permittee's premises.
21. The permit shall, after notice to the permittee and an opportunity to be heard, be subject to additional conditions to maintain or remedy land use compatibility, security, or crime control issues that have arisen since the issuance of the permit.
22. The sales of alcohol shall cease at 10:30pm, or one-half hour before closing, whichever is earlier.
23. All alcoholic beverages sales, offerings, and consumption shall be prohibited on the playing fields and areas adjacent to the playing fields.
24. The existing lounge area shall be reduced to a total of 500 square feet. Alternatively, the lounge shall be reclassified on the plans as a dining area and be maintained with tables and chairs excluding sofas/couches or other lounge-style seating amenities.
25. All noise shall be contained within the facility's structure only and shall not carry out into adjacent parking areas.
26. The permittee shall post on-premises signs within and throughout the facility structure in a manner that meaningfully advises permittee's patrons that they may not loiter after permittee's scheduled hours of operation in the designated joint use parking area and must leave within 30 minutes after closing. The permittee shall take reasonable steps as may be necessary to monitor the designated joint use parking area to ensure material compliance with this condition.
27. All equipment, furniture, or other appurtenances that are not in use shall be kept inside the building. Outdoor storage shall not be permitted.
28. Approval of this permit shall not become effective until the effective approval date of the amended Ground Lease Agreement between City Council/City of South Gate and Tenant ("Sofive Soccer Centers.") to allow for the alcohol sales for on-site consumption within the premises.
29. If the City's Director of Parks and Recreation believes that the sale of alcohol pursuant to this permit is creating risks to public safety, permittee shall, upon notice from said Director, meet with the Director informally to discuss mitigating those risks by implementing mutually agreeable modifications to permittee's alcohol sales operations. Such modifications may include changing the hours when alcohol is served, adding security personnel when alcohol is served, or other changes acceptable to the Director and permittee. Nothing in this Condition No. 29 constitutes a waiver of the City's rights under Condition No. 34.

30. The Community Development Director is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications achieve substantially the same results, as with strict compliance with said plans and conditions.
31. Permittee shall obtain its City of South Gate Business License prior to commencing business operations.
32. Violation of, or noncompliance with, any of these conditions shall constitute grounds for revocation of this permit.
33. Permittee shall agree to maintain (and/or cause its landlord to maintain, if the permittee is a tenant) the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at permittee's sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and the removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in a healthy condition and replacement of diseased or dead plant material with new material at an age similar to the material being replaced; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition.
34. If the application for this permit, or any conditions of the permit, violate the Zoning Code or do not fulfill the intent of the Code, the Planning Commission shall, following a public hearing, be authorized to take the following actions:
 - a. Revoke the permit, revoke and reissue the permit with new or modified conditions, or modify the conditions of the existing permit as may be appropriate under the circumstances.
 - b. Impose, as a condition of the continuation, reinstatement, or reissuance of the permit, a requirement that the permittee reimburse the City for all costs and expenses reasonably incurred in investigating, identifying, and documenting the violation, and in processing information concerning the violation for presentation to the Planning Commission, and, upon any appeal, to the City Council.
 - c. This permit shall be revocable if the exercises of rights granted by the permit are discontinued for 6 consecutive months. The use subject to the permit may not be resumed if the permit is revoked; a new permit, including processing and public notification, shall be required.

35. The permittee shall agree in writing to the above conditions.

Building & Safety

36. The permittee shall submit plans, including a complete site plan for building plan check to review the proposed increase occupancy. The plans shall comply with all building code requirements applicable to occupancy loads and the minimum egress requirements. The plans shall also identify a clear exiting path and dispersal area.

37. The permittee shall provide a copy of plans approved by the Los Angeles County Public Health Department.

38. Address numbers shall be installed to the front of the building to the satisfaction of the Building Department.

39. The permittee shall obtain the necessary approval, permit, and inspection to legalize the signage located above the main building entrance.

40. The damaged stucco wall areas around the exterior of the building shall be patched, repaired, and painted.

41. The non-functional water closet located inside the men's restroom shall be repaired.

42. The chains and padlocks on existing gates located throughout the playing fields shall be removed to ensure proper functionality of their panic hardware and emergency egress.

43. All of the appurtenances blocking the "exit" door adjacent to the kitchen area shall be removed to ensure it remains accessible.

44. The bent steel posts supporting the netting on the playing fields shall be repaired or replaced.

45. The damaged drywall areas and light fixtures shall be repaired.

46. Junction boxes with exposed electrical wiring shall be properly sealed.

ATTACHMENTS:

1. Resolution No. 2024-07 and draft Ordinance
2. Applicant submittal including Site Plan and floor plans
3. Ground Lease Agreement (Sofive and City of South Gate)
4. Recommendation letter from Department of Parks and Recreation
5. Proposed Food Menu
6. Public Comments

RESOLUTION NO. 2024-07

A RESOLUTION OF THE CITY OF SOUTH GATE PLANNING COMMISSION RECOMMENDING CITY COUNCIL APPROVAL OF A ZONING CODE AMENDMENT TO ADOPT AN ORDINANCE, AMENDING CHAPTER 11.21 (LAND USE TYPES) OF TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE (SGMC), RELATING TO RESTAURANTS WITH ANCILLARY ALCOHOL SALES WITHIN THE OPEN SPACE (OS) ZONING DISTRICT; AND A CONDITIONAL USE PERMIT (CUP) TO ALLOW THE SALES OF ALCOHOL (ABC LICENSE TYPE 41 - BEER AND WINE) FOR ON-SITE CONSUMPTION IN CONJUNCTION WITH AN EXISTING RESTAURANT/CAFÉ LOCATED WITHIN A SOCCER FACILITY ("SOFIVE") AT 9599 PINEHURST AVE.

WHEREAS, the City of South Gate is committed to fostering vibrant, diverse, and sustainable community spaces that encourage economic development and enhance the quality of life for residents and visitors alike; and

WHEREAS, the Open Space (OS) zoning district is designated for areas that are primarily dedicated to parks, recreational facilities, and natural areas, with the intent to preserve open land and provide public recreational opportunities; and

WHEREAS, the addition of dine-in restaurants with ancillary alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces; and

WHEREAS, the City is committed to ensuring that any restaurant with ancillary alcohol use within the Open Space zone will be subject to appropriate regulations to ensure compatibility with the surrounding environment, preserve public health and safety, and minimize any negative impacts on the natural landscape or nearby residents; and

WHEREAS, the City Manager initiated an Ordinance amendment to allow dine-in restaurants with ancillary alcohol sales within the Open Space (OS) zoning district; and

WHEREAS, F. Michael Ayaz, Esq., on behalf of Goals Soccer Centers, Inc. DBA Sofive Soccer Centers South Gate ("the Applicant"), filed a complete application requesting the approval of a Conditional Use Permit (CUP 24-15) described herein ("Application"); and

WHEREAS, the Application pertains to an approximately 8,450 square-foot facility within South Gate Park property having Los Angeles County Assessor's Parcel Number 6222-023-900, more commonly known as 9599 Pinehurst Avenue, South Gate, California ("Property");

WHEREAS, the Applicant requests approval of a Conditional Use Permit (CUP) to allow the sales of alcohol (ABC License Type 41 - beer and wine) for on-site consumption in conjunction with an existing restaurant/café. If the City Council adopts the proposed Ordinance, restaurants with ancillary alcohol sales will become permitted uses subject to the approval of a Conditional Use Permit. Therefore, the Applicant's request for approval of a CUP is contingent upon the adoption of the proposed Ordinance; and

WHEREAS, Pursuant to South Gate Municipal Code, Chapter 11.52.030, before a CUP may be granted, the Planning Commission (or the city council on appeal) shall make all of the following findings, as applicable to the property:

- (a) Approval of the CUP is consistent with and will not adversely affect the intent and purpose of this title or the city's General Plan.
- (b) The design and development of the land use and conditions of the CUP are compatible with the existing and future land uses of the applicable zone.
- (c) Approval of the CUP would not result in detrimental impacts to adjacent properties or to the character or function of the neighborhood.

WHEREAS, notice of the Planning Commission special public hearing of December 5, 2024, was published in compliance with State law in a local newspaper of general circulation. In addition, a public notice was mailed 14 days in advance of the hearing to each property owner, occupants and resident within a 1000-foot radius of the project site, indicating the date and time of the public hearing in accordance with California Government Code 65091; and

WHEREAS, on December 5, 2024 the Planning Commission held a special public hearing to receive public testimony and other evidence regarding the Zoning Code Amendment and CUP Application, including without limitation, information provided to the Planning Commission by City staff and public testimony; and

WHEREAS, this Resolution and its findings are made based upon evidence presented to the Commission at its public hearing including, without limitation, the staff report submitted by the Community Development Department; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have been met.

NOW, THEREFORE, THE PLANNING COMMISSION DOES HEREBY FIND, DETERMINE AND DECLARE AS FOLLOWS:

SECTION 1. All of the facts set forth in the recitals are true and correct and are incorporated herein by reference.

SECTION 2. Based on substantial evidence, both written and oral, from the public hearing, the Planning Commission makes the following findings:

Zoning Code Amendment

- A. The addition of dine-in restaurants with ancillary alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces. The proposed ordinance would allow for responsible, small-scale, sit-down dining and the ancillary sale of alcohol at specific locations within the Open Space zone, subject to approval of a Conditional Use Permit (CUP) and compliance with all applicable local, state, and federal laws regarding alcohol service and consumption.

- B. The Planning Commission's act of recommending adoption of the proposed Ordinance is not subject to CEQA review because it is not an "approval" of the Zoning Code Amendment, as defined in CEQA Guidelines Section 15352, but is rather a recommendation of approval, and therefore does not commit the City to any definite course of action regarding the Zoning Code Amendment.

Conditional Use Permit

- C. Approval of the CUP is consistent with and will not adversely affect the intent and purpose of this title or the city's General Plan in that the City's General Plan emphasizes promoting quality recreational opportunities, enhancing community amenities, and supporting sustainable and balanced development. Allowing a dine-in restaurant/café with alcohol sales within the Sofive soccer complex supports these goals by providing a social and recreational venue that encourages longer visitation, community engagement, and opportunities for social gathering. The proposed use will not undermine any goals related to open space preservation or public health, as it is specifically tied to an active recreational use (the soccer complex) and will be subject to appropriate controls under the CUP, including conditions regarding the sale and consumption of alcohol. The proposed use aligns with the General Plan's policies for improving public amenities and enhancing the visitor experience in active recreational areas.

The Open Space (OS) zoning district is intended to preserve and enhance open space areas for recreation, passive uses, and other public activities. The proposed use of a dine-in restaurant with alcohol sales complements the recreational and community-oriented nature of the existing Sofive soccer complex. As an existing, established sports complex, the proposed restaurant/café will provide a food and beverage option that enhances the overall experience for visitors to the site. The addition of alcohol sales (beer and wine) in conjunction with this existing use does not conflict with the primary intent of the OS zone, which encourages activities that foster public enjoyment and leisure. Furthermore, the request to allow alcohol sales as part of the restaurant operation is designed to be a controlled, low-impact use that will not interfere with or negatively affect surrounding open space uses.

- D. The design and development of the land use and conditions of the CUP are compatible with the existing and future land uses of the applicable zone in that a restaurant/café with ancillary alcohol sales will be located within the existing Sofive soccer complex, which is an active recreational facility that serves the surrounding community. This use is entirely consistent with the current purpose of the Open Space (OS) zone, which is to provide space for recreational, community-serving, and public activities. The existing soccer complex is already a destination for social and recreational activities, and the addition of a restaurant with alcohol service is an enhancement that will directly support and complement these existing uses. The design of the restaurant and its integration with the soccer complex ensures that it is a low-impact, supportive use that does not conflict with the recreational functions of the property.

The Open Space (OS) zone is typically intended to preserve areas for parks, recreational facilities, and other uses that promote public enjoyment of outdoor spaces. The proposed restaurant/café and alcohol sales are consistent with this long-term vision, as they serve to enrich the visitor experience and provide an amenity for users of the facility. The introduction of food and beverage services, including alcohol, is compatible with the types

of recreational uses envisioned for the OS zoning district. As such, the proposed development aligns with the City's goal of providing diverse and engaging recreational experiences, and it will not hinder the future uses or long-term development of the zone.

The location of the restaurant/café within the Sofive soccer complex will be sensitive to the open space environment. No site improvements or changes to the physical character of the complex are proposed, and the existing landscaping, parking, and recreational areas will remain intact. This ensures that the open space and recreational qualities of the site are preserved while providing a complementary service to those using the complex. The project does not alter the fundamental purpose or aesthetic of the OS zoning district but instead enhances it by providing a social space for visitors.

- E. Approval of the CUP would not result in detrimental impacts to adjacent properties or to the character or function of the neighborhood in that the proposed use is located within the established Sofive soccer complex, which already serves as a community-oriented recreational facility. This facility is designed to accommodate high levels of activity and visitor traffic, including sports events, social gatherings, and community functions. The addition of a restaurant/café with alcohol sales will not significantly alter the nature of the existing use, but rather will enhance the visitor experience in a way that is consistent with the recreational atmosphere. As the property is already a hub of activity, the proposed land use is compatible with the existing character and function of the site and will not introduce any uses that are out of character with the surrounding recreational environment.**

The recommended conditions of approval will ensure that the sale and consumption of alcohol is done responsibly and does not negatively impact the surrounding residential, school, and church uses. These conditions include limits on the hours of alcohol service to align with family-friendly and community-oriented activities at the soccer complex, and to minimize conflicts with adjacent sensitive uses. Specifically, the restaurant will be required to cease alcohol sales at least one hour prior to closing, ensuring that alcohol-related activity does not extend beyond the business hours. These conditions are designed to minimize any potential for noise, loitering, or disruptive behavior. Another condition of approval will prohibit the consumption of alcohol on the soccer fields or adjacent areas. This restriction ensures that alcohol consumption is confined to the designated restaurant/café area and will not spill over into the recreational fields or surrounding open space. By limiting alcohol consumption to a controlled and supervised environment, the CUP ensures that the primary use of the fields for sports and family-friendly activities remains unaffected. This mitigates any concerns regarding disruptive behavior or alcohol-related issues on the fields, which could be detrimental to the safety, enjoyment, and function of the recreational facility.

SECTION 3. The Planning Commission reviewed the project's environmental impacts under the California Environmental Quality Act (California Public Resources Code Section 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Section 15000, et seq., the "CEQA Guidelines") and finds the project to be exempt under a Class 1 Categorical Exemption pursuant to section 15301 (Existing Facilities) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations); and

SECTION 4. The Planning Commission hereby recommends City Council approval of a Zoning Code Amendment to adopt the proposed Ordinance (Exhibit "A"), amending Chapter 11.21 (Land Use Types) of Title 11 (Zoning) of the SGMC, relating to restaurants and ancillary alcohol sales within the Open Space (OS) zoning district; and approves Conditional Use Permit (CUP 24-15) contingent upon City Council's adoption of the proposed Ordinance, and subject to the execution and fulfillment of Conditions of Approval set forth in Exhibit "B" attached to this Resolution.

This recommendation was adopted by the following vote at the Planning Commission meeting of December 5, 2024.

AYES:

NOES:

Approved and ADOPTED this 5th of December 2024.

John F. Signo, AICP
Planning Manager

APPROVED:

Jimmy Ozaeta
Chairperson
City Planning Commission

Exhibit "A"

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING CHAPTER 11.21 (LAND USE TYPES) OF TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE (SGMC), RELATING TO ALLOWING DINE-IN RESTAURANTS AND ANCILLARY ALCOHOL SALES WITHIN THE OPEN SPACE (OS) ZONE.

WHEREAS, the City of South Gate is committed to fostering vibrant, diverse, and sustainable community spaces that encourage economic development and enhance the quality of life for residents and visitors alike; and

WHEREAS, the Open Space (OS) zoning district is designated for areas that are primarily dedicated to parks, recreational facilities, and natural areas, with the intent to preserve open land and provide public recreational opportunities; and

WHEREAS, the City recognizes that integrating compatible, complementary uses such as dining and restaurant services within certain Open Space areas can enhance the public's experience of parks and open spaces, while supporting local businesses and promoting economic development; and

WHEREAS, the addition of dine-in restaurants and alcohol sales in select Open Space areas can provide greater amenities for visitors, encourage longer visits, and create a welcoming atmosphere for families, tourists, and local residents to enjoy public spaces; and

WHEREAS, the presence of restaurants and alcohol sales in designated Open Space areas will create opportunities for local businesses to thrive, attracting new customers, and boosting the local economy; and

WHEREAS, the City is committed to ensuring that any restaurant and alcohol use within the Open Space zone will be subject to appropriate regulations to ensure compatibility with the surrounding environment, preserve public health and safety, and minimize any negative impacts on the natural landscape or nearby residents; and

WHEREAS, the proposed ordinance would allow for responsible, small-scale, sit-down dining and the sale of alcohol at specific locations within the Open Space zone, subject to approval of a Conditional Use Permit (CUP) and compliance with all applicable local, state, and federal laws regarding alcohol service and consumption; and

Exhibit “A”

WHEREAS, the City Council believes that approving dine-in restaurant uses with alcohol sales within the Open Space zone aligns with the City's broader goals of promoting recreation, community engagement, and sustainable economic development, while also preserving the intent of the Open Space zoning designation;

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

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

WHEREAS, Table 11.21-5 specifies uses allowed in the OS zone; and

WHEREAS, under this table, dine-in restaurants and alcohol sales currently are not listed as permitted uses in the OS zone; and

WHEREAS, the City Council has determined it to be in the best interest of the City to include “dine-in restaurants” and “alcohol sales” as allowed land use types within Table 11.21-5 (Residential Neighborhood Zone Allowed Land Uses) subject to the approval of a CUP.

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

SECTION 1. Table 11.21-5 of the City’s Zoning Code is hereby amended to permit dine-in restaurants and alcohol sales as an accessory use in the Open Space (OS) zoning district, subject to the approval of a CUP and in accordance with applicable regulations by adding the highlighted *italics* language as shown below:

Table 11.21-5 Residential Neighborhood Zone Allowed Land Uses

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Residential Uses						
Accessory Structures	P	P	P	P	P	Chapter 11.43
Child Day Care Facility, Small Family Home	P	P	P	X	X	11.40.050
Child Day Care Facility, Large Family Home	P	P	P	X	X	11.40.050
Cottage Food Operation	P	P	P	X	X	Chapter 11.60
Duplex/Two-Family Residential	P	P	P	X	X	
Greenhouse	P	P	X	X	CUP	
Live/Work Unit	P	P	X	X	X	Chapter 11.23 ; 11.33.080 , 11.40.090
Mobile Home/Mobile Home Park (A-P)	P	P	P	X	X	11.25.090
Multifamily Residential (A-P)	X	P	X	X	X	11.25.070 , 11.25.080 , 11.33.090

Exhibit "A"

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Personal Property Sales	T	T	T	T	X	2.10.610
Residential Care Facilities, Small	P	P	X	X	X	
Residential Care Facilities, Large	X	P	X	X	X	
Single-Family Residential	P	P	X	X	X	
Single-Room-Occupancy Apartments (A-P)	X	P	X	X	X	11.40.190 and consistent with the housing element
Second Dwelling Unit (A-P)	P	X	X	X	X	Chapter 11.43
Senior/Age-Restricted Dwelling (A-P)	P	P	P	X	X	
Supportive Housing*	P	P	P	X	X	
Transitional Housing*	P	P	P	X	X	
Recreation, Education, Public Assembly Uses						
College, Nontraditional Campus	X	X	X	P	X	
College, Traditional Campus	X	X	X	CUP	X	
Community Assembly (A-P)	X	X	CUP	CUP	X	11.40.060
Library/Gallery/Museum (A-P)	X	X	X	P	X	
School	P	P	X	P	X	
Parks/Plazas/Open Space Uses						
Outdoor Amphitheater (A-P)	X	X	X	P	P	
Parks/Recreation Facility, Limited	P	P	P	P	P	
Parks/Recreation Facility, Full	X	X	X	P	P	
Public Garden	P	P	P	P	P	
Civic/Institutional Uses						
Adult Day Care Center, General	X	X	X	CUP	X	
Adult Day Care Center, Limited	P	P	P	CUP	X	
Child Day Care Facility, Day Care Center, Standalone Facility	CUP	CUP	X	CUP	X	11.40.050
Hospital (D)	X	X	X	CUP	X	
Institutions (D)	X	X	X	CUP	X	
Public/Utility/Energy Uses						
Communications Equipment	CUP	CUP	CUP	CUP	CUP	
Fire/Police Station/Substation	CUP	CUP	CUP	P	X	
Parking Facility	X	CUP	X	P	P	Public or commercial
Public/Government Building	X	X	X	P	X	
Power Distribution Substation	CUP	CUP	CUP	X	X	
Public Utility, Structure or Yard	X	X	X	CUP	CUP	

Exhibit "A"

Land Use Type (1)	Zones					Additional Use Regulations
	NL	NM	MH	CV	OS	
Renewable Energy System, Building Mounted (A-P)	P	P	P	P	P	11.40.180
Renewable Energy System, Standalone Ground Mounted (D)	CUP	CUP	CUP	CUP	CUP	11.40.180
Transit Station/Stop	P	P	P	P	P	
Utility Metering/Distribution	X	X	CUP	CUP	CUP	
Commercial Uses						
Open Field Growing	P	P	X	X	CUP	
Personal Services, Fitness/Health Facility	X	X	X	P	X	
Stables, Equestrian, Commercial/Private (1)	X	CUP	X	X	X	11.25.060
Marijuana (Commercial Cannabis Activity)/Deliveries/Manufacturing/Cultivation/Possession/Processing/Storing/Laboratory Testing/Labeling/Distribution/Sale of Cannabis and Marijuana Products/Commercial and Personal Outdoor Cultivation (2)	X	X	X	X	X	Chapter 7.80
Restaurant, Dine In (3)	X	X	X	X	CUP	
Alcohol Sales, as Part of a Restaurant (4)	X	X	X	X	CUP	11.42.070(A)&(B)
Recycling Facilities						
Mobile Recycling Unit	X	X	X	CUP	CUP	11.44.080
Recycling/Collections Facilities, Small	X	X	X	CUP	X	11.44.080

Notes: All land use types are subject to the applicable frontage type requirements and all other development, design, and operational standards of the applicable zone.

See Table 11.20-1 for zone abbreviations.

See Table 11.21-2 for the abbreviations for the general land use permit types and processes.

(A) Administrative plan review required; see Section [11.51.050](#), Administrative permits and approvals.

(D) Discretionary plan review required; see Section [11.51.080](#), Discretionary permits and approvals.

(1) See Section [11.25.060](#) for use zone limitations for this use.

(2) Indoor cultivation for personal consumption may be permitted per the regulations in Chapter [7.80](#).

(3) a. Only one dine-in restaurant within a park per each 50 acres of land.

b. Restaurants are prohibited within public utility easements, rights-of-way, and other areas outside of parks that are designated OS.

c. The Department of Parks and Recreation shall review and issue a recommendation for approval to the Planning Commission.

(4) a. Alcohol sales for on-site consumption of beer and wine (ABC License Type 41) only.

b. Department of Parks and Recreation shall review and issue a recommendation for approval to the Planning Commission.

* Housing meeting this definition shall be permitted, conditionally permitted, or not permitted, per the regulation of other residential dwellings of the same type in the same zone. All standards and regulations of this title governing the regulation of other residential dwellings of the same type and in the same zone shall apply.

Exhibit "A"

SECTION 2. This ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) because it consists only of minor revisions and clarifications to an existing zoning code and will not have the effect of deleting or substantially changing any regulatory standards or findings. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment but will include new allowable land use types within the Open Space zone in the City. Entitlements will require review, and CEQA analysis will be performed for specific projects.

SECTION 3. If any Section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

SECTION 5. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

ADOPTED this ____ day of _____, 2025

CITY OF SOUTH GATE:

Gil Hurtado, Mayor

ATTEST:

Yodit Glaze, City Clerk

(Seal)

APPROVED AS TO FORM:

Raúl F. Salinas, City Attorney

Exhibit "B"

CONDITIONS OF APPROVAL (permit 24-15)

Violation of, or noncompliance with, any of these conditions shall constitute grounds for revocation of this Conditional Use Permit ("permit"):

Planning Division

1. The permittee shall agree to defend, indemnify and hold harmless the City of South Gate, its agents, officers, and employees from any claim, action, or proceeding against the City of South Gate or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of South Gate, its legislative body, advisory agencies, or administrative officers concerning the issuance of the permit to which these conditions are attached. The City of South Gate will promptly notify the permittee of any such claim, action, or proceeding against the City of South Gate and the permittee will either undertake the defense of the matter and pay the City's associated legal or other consultant costs or will advance funds to pay for the defense of the matter by the City Attorney. If the City of South Gate fails to promptly notify the permittee of any such claim, action, or proceeding or fails to cooperate fully in the defense, the permittee shall not, thereafter, be responsible for defending, indemnify or hold harmless the City of South Gate. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the permittee's consent, but should it do so, the City shall waive the indemnification herein, except the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
2. Except as set forth in subsequent conditions, all-inclusive, the property shall be developed substantially in accordance with the application, environmental assessment, and plans submitted to the City in the permittee's application for this permit and any modifications thereof imposed by the City as a condition of the issuance of this permit.
3. The proposed project shall comply with all Federal, State, County, and Local laws and ordinances that may apply to this permit, stated herein or not.
4. If determined to be required by the Building & Safety Division, the permittee shall submit plans to the Los Angeles County Fire Department for review for compliance with Fire regulations prior to the issuance of Building Permits. Proof of Fire Department approval (including sprinkler plan approval) is required. If revisions are made to the project plans (i.e. setbacks, building height, building design, driveway width, driveway configuration, landscaping, etc.) as a result of Fire Department requirements, changes to the plans may require Planning Commission review and approval as determined by the Community Development Director.
5. The proposed use shall be conducted, and the property be maintained in a clean, neat, quiet, and orderly manner at all times pursuant to South Gate Municipal Code Section 5.08.020(A).

Exhibit "B"

6. The approval of this permit, and the permit itself, shall expire if the entitlement is not exercised within one (1) year from the date of approval by the Planning Commission, unless an extension has been granted by the Planning Commission.
7. The permittee shall obtain the approvals, clearances, permits, and/or licenses required from City departments and outside agencies (i.e. County of Los Angeles Public Health Department, California Department of Alcoholic Beverage Control, and South Gate Building & Safety) prior to the expiration of this entitlement.
8. No alcoholic beverages, including beer and wine, shall be sold from the premises for off-premises consumption.
9. No alcohol sales displays shall be permitted that are visible from the public street or parking lot.
10. Employees selling alcoholic beverages shall be of an age consistent with Section 25663 of the California Business and Professions Code.
11. The validity of the permit shall be conditioned on compliance with all state regulations and conditions.
12. The premises shall be maintained at all times in a neat and orderly manner.
13. Trash receptacles shall be provided in such number and at such locations as specified by the Planning Commission.
14. All alcoholic beverages sales, offerings, and consumption shall be conducted completely within the enclosed building or permitted outdoor patio seating area for on-sale uses.
15. Building and site design and maintenance shall be consistent with the standards of the immediate neighborhood so as not to cause blight or deterioration, or to substantially diminish or impair property values within the neighborhood.
16. The permittee shall be responsible for the conduct of all employees, including their education concerning Alcoholic Beverage Control regulations and provisions of the South Gate Municipal Code pertaining to sales of alcohol (e.g., verification of age of purchaser).
17. The permittee shall acknowledge that the city has specifically reserved the right and authority to impose sanctions, including suspension or revocation of the permit, as a consequence of one or more violations of a state statute, rule, or regulation concerning the sale to or consumption of alcoholic beverages by a minor.
18. The permit shall be subject to compliance review of the property and permit conditions at Planning-Commission-established intervals; the first compliance review shall occur within six months of permit issuance or actuation.

Exhibit "B"

19. Any kitchen facility on premises (in conjunction with a restaurant) shall be maintained at all times in a clean and sanitary condition.
20. Adequate refrigeration shall be maintained at all times for the preservation of any food on the permittee's premises.
21. The permit shall, after notice to the permittee and an opportunity to be heard, be subject to additional conditions to maintain or remedy land use compatibility, security, or crime control issues that have arisen since the issuance of the permit.
22. The sales of alcohol shall cease at 10:30pm, or one-half hour before closing, whichever is earlier.
23. All alcoholic beverages sales, offerings, and consumption shall be prohibited on the playing fields and areas adjacent to the playing fields.
24. The existing lounge area shall be reduced to a total of 500 square feet. Alternatively, the lounge shall be reclassified on the plans as a dining area and be maintained with tables and chairs excluding sofas/couches or other lounge-style seating amenities.
25. All noise shall be contained within the facility's structure only and shall not carry out into adjacent parking areas.
26. The permittee shall post on-premises signs within and throughout the facility structure in a manner that meaningfully advises permittee's patrons that they may not loiter after permittee's scheduled hours of operation in the designated joint use parking area and must leave within 30 minutes after closing. The permittee shall take reasonable steps as may be necessary to monitor the designated joint use parking area to ensure material compliance with this condition.
27. All equipment, furniture, or other appurtenances that are not in use shall be kept inside the building. Outdoor storage shall not be permitted.
28. Approval of this permit shall not become effective until the effective approval date of the amended Ground Lease Agreement between City Council/City of South Gate and Tenant ("Sofive Soccer Centers.") to allow for the alcohol sales for on-site consumption within the premises.
29. If the City's Director of Parks and Recreation believes that the sale of alcohol pursuant to this permit is creating risks to public safety, permittee shall, upon notice from said Director, meet with the Director informally to discuss mitigating those risks by implementing mutually agreeable modifications to permittee's alcohol sales operations. Such modifications may include changing the hours when alcohol is served, adding security personnel when alcohol is served, or other changes acceptable to the Director and permittee. Nothing in this Condition No. 29 constitutes a waiver of the City's rights under Condition No. 34.

Exhibit "B"

30. The Community Development Director is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications achieve substantially the same results, as with strict compliance with said plans and conditions.
31. Permittee shall obtain its City of South Gate Business License prior to commencing business operations.
32. Violation of, or noncompliance with, any of these conditions shall constitute grounds for revocation of this permit.
33. Permittee shall agree to maintain (and/or cause its landlord to maintain, if the permittee is a tenant) the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at permittee's sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and the removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in a healthy condition and replacement of diseased or dead plant material with new material at an age similar to the material being replaced; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition.
34. If the application for this permit, or any conditions of the permit, violate the Zoning Code or do not fulfill the intent of the Code, the Planning Commission shall, following a public hearing, be authorized to take the following actions:
 - a. Revoke the permit, revoke and reissue the permit with new or modified conditions, or modify the conditions of the existing permit as may be appropriate under the circumstances.
 - b. Impose, as a condition of the continuation, reinstatement, or reissuance of the permit, a requirement that the permittee reimburse the City for all costs and expenses reasonably incurred in investigating, identifying, and documenting the violation, and in processing information concerning the violation for presentation to the Planning Commission, and, upon any appeal, to the City Council.
 - c. This permit shall be revocable if the exercises of rights granted by the permit are discontinued for 6 consecutive months. The use subject to the permit may not be resumed of the permit is revoked; a new permit, including processing and public notification, shall be required.
35. The permittee shall agree in writing to the above conditions.

Exhibit "B"

Building & Safety

36. The permittee shall submit plans, including a complete site plan for building plan check to review the proposed increase occupancy. The plans shall comply with all building code requirements applicable to occupancy loads and the minimum egress requirements. The plans shall also identify a clear exiting path and dispersal area.
37. The permittee shall provide a copy of plans approved by the Los Angeles County Public Health Department.
38. Address numbers shall be installed to the front of the building to the satisfaction of the Building Department.
39. The permittee shall obtain the necessary approval, permit, and inspection to legalize the signage located above the main building entrance.
40. The damaged stucco wall areas around the exterior of the building shall be patched, repaired, and painted.
41. The non-functional water closet located inside the men's restroom shall be repaired.
42. The chains and padlocks on existing gates located throughout the playing fields shall be removed to ensure proper functionality of their panic hardware and emergency egress.
43. All of the appurtenances blocking the "exit" door adjacent to the kitchen area shall be removed to ensure it remains accessible.
44. The bent steel posts supporting the netting on the playing fields shall be repaired or replaced.
45. The damaged drywall areas and light fixtures shall be repaired.
46. Junction boxes with exposed electrical wiring shall be properly sealed.

BALIAN

ARCHITECTS

616 N. TUESDAY AVE. #170
LOS ANGELES, CA 90017
T 213.475.3771 F 560
WWW.BALIANARCHITECTS.COM

goals
SOCCER CENTER
SOUTH GATE
9599 Pinehurst Ave, South Gate, CA
90280

NAME:	DAVID S. JAY
1ST NAME:	DAVID
2ND NAME:	S. JAY
3RD NAME:	
4TH NAME:	
5TH NAME:	
6TH NAME:	
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**SITE PLAN -
PHASE 1**

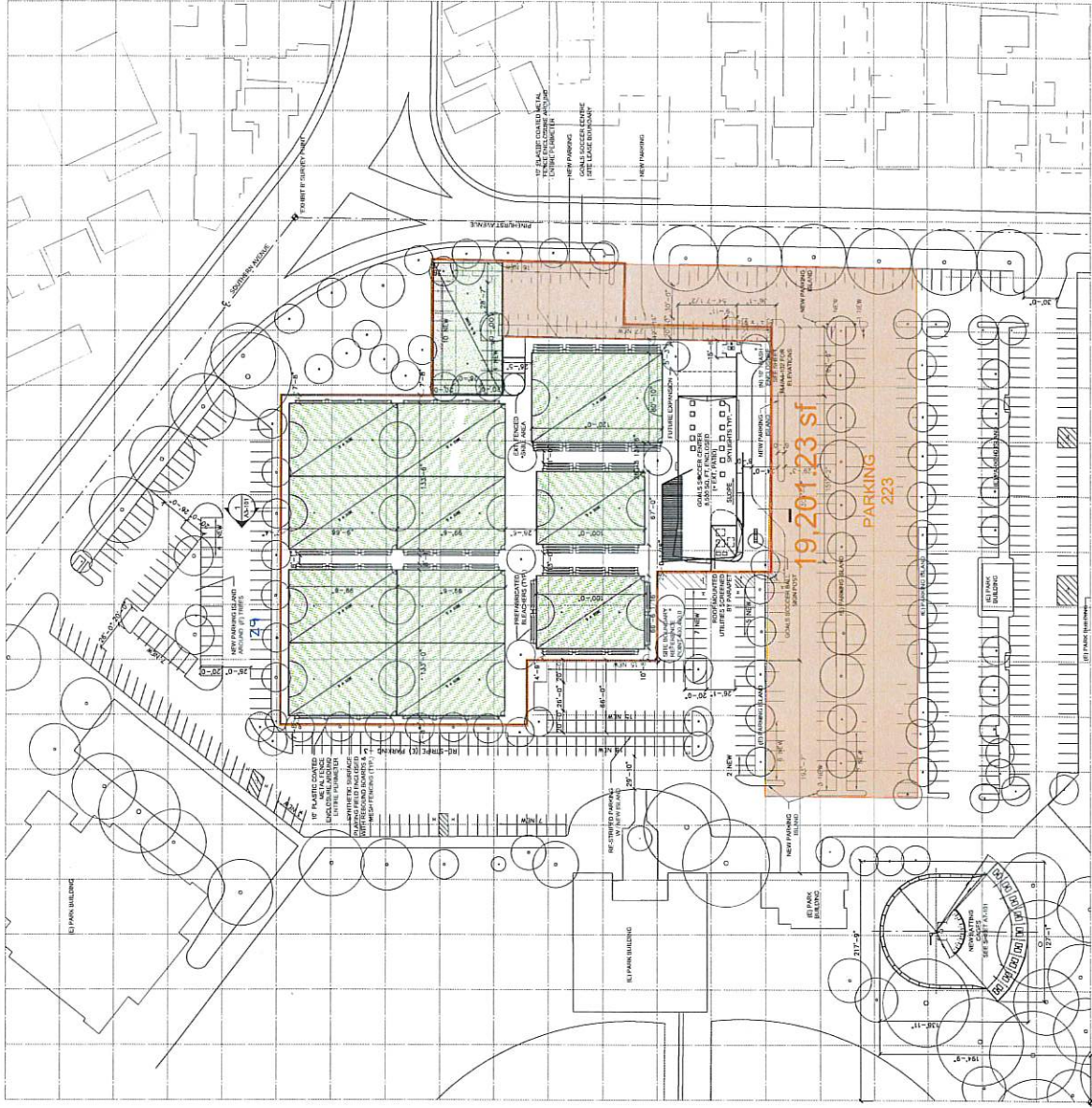
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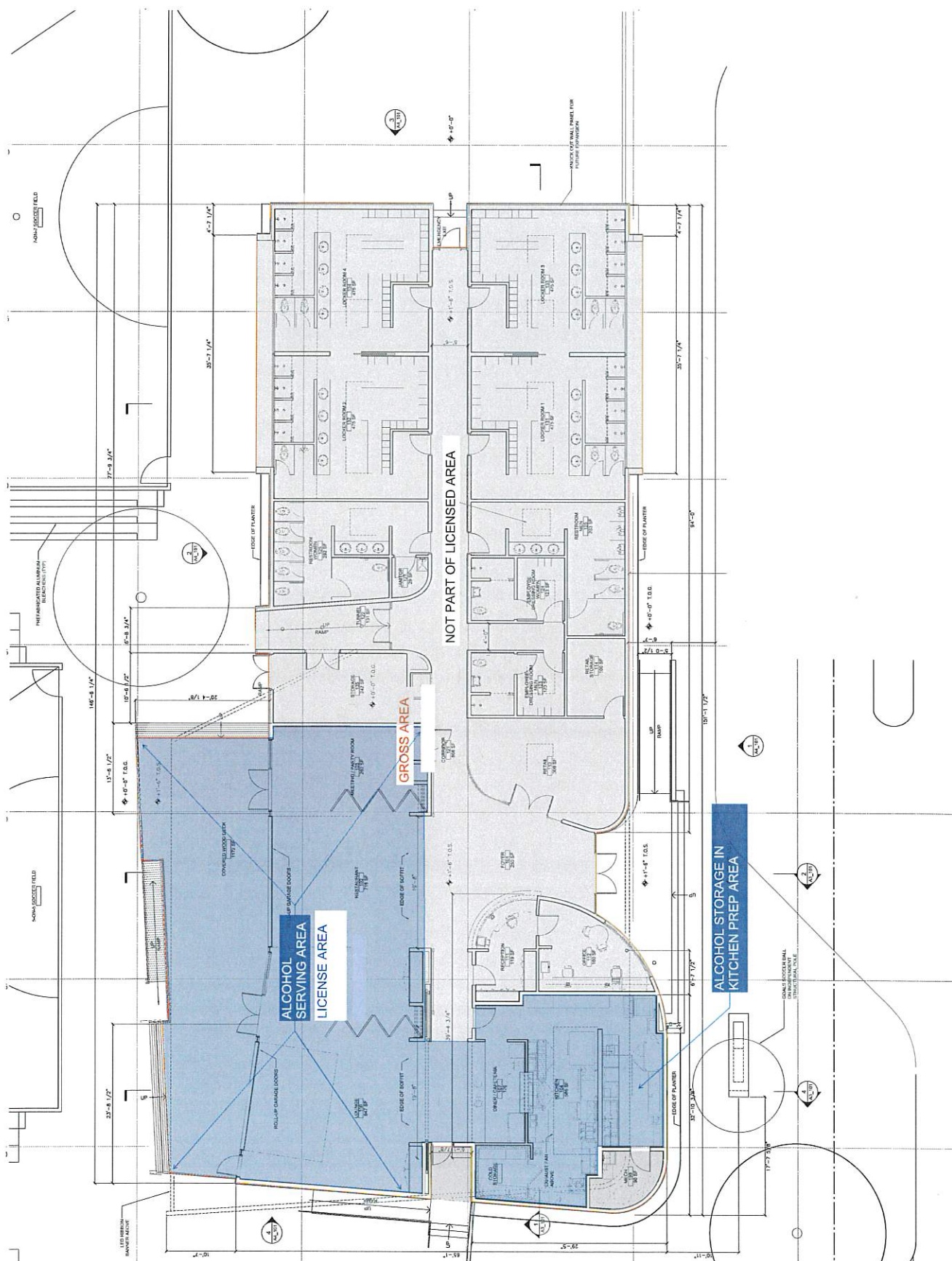
M 1:100 SCALE IN PLAN (NOT TO BE A REDUCED PRINT)

S-4-BEST 1122

A1.01B

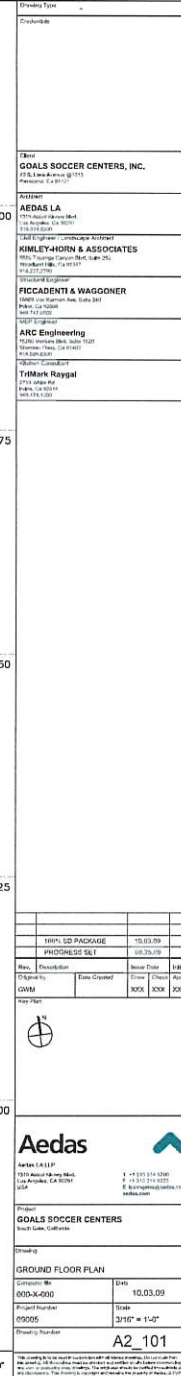
© 2015 ITALIAN ARCHITECTS, INC.





Communal table typical dimension: 86"x 30", fits 6-8 people

Proposed seating capacity: 80





2107 N. Broadway, Suite 106 Santa Ana, CA 92706

Tel: (714) 667-7171 | Fax: (714) 667-0477

legal@blakeandayaz.com

www.blakeandayaz.com

April 3, 2024

VIA FEDEX ONLY

File No. CIT01-1003

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

Re: Justification Statement for Land Use Project Application for Goals Soccer Center, 9599 Pinehurst Avenue, South Gate, CA 90280

Dear Sirs and Madams:

We are pleased to announce that our office has been engaged by Sofive Soccer Center-South Gate ("Sofive") to process a Conditional Use Permit Application for the premise located at 9599 Pinehurst Avenue, South Gate, CA 90280. The request is to permit or otherwise allow the issuance of a California Department of Alcoholic Beverage Control ("ABC") Type 41 On-Sale Beer & Wine – Eating Place liquor license, as described more fully herein.

REQUEST

Applicant is in the process of filing an application with the California Department of Alcoholic Beverage Control for an On-Sale Beer & Wine – Eating Place Type 41 license to expand its current café to include ancillary beer and wine selections for on-site consumption. This license allows the Applicant to sell beer and wine for consumption on the premises where sold. Distilled spirits may not be on the premises. The Applicant must operate and maintain the licensed premises as a bona fide eating place. The Applicant must maintain suitable kitchen facilities and must make actual and substantial sales of meals for consumption on the premises. This project will utilize the existing restaurant café to expand its sales to patrons to include ancillary beer and wine selections for on-site consumption in the limited area depicted in the enclosed materials included herein.

BACKGROUND

Principals of Sofive Charles Lagayette and Jean-Damien Ladeuil met over a decade ago at business school in Paris. The two bonded over soccer and found it difficult to find places to play their beloved sport when they moved to New York, as many soccer clubs in America didn't have dedicated venues for teams to play. Filling a void to serve their athletic community, the duo opened

the first Sofive soccer facility in 2015 and found a market opportunity which is now thriving with multiple venues on each coast of the country.

After opening the first location in New Jersey, Sofive's principals' now own and operate thirteen soccer facilities in the United States. In 2017 Sofive merged with Goals creating a bi-coastal recreational soccer business with some of the world's finest and most technologically advanced facilities. After a recent joint venture with City Football Group, Goals is now part of an international network that spans the globe and includes shareholders from fortune 500 Companies and members of the Abu Dhabi royal family. Goals currently owns and operates four other centers in the Los Angeles Metro area, including facilities in Rancho Cucamonga, Covina, Upland, Pomona, and Alameda.

PROJECT

The subject site resides within South Gate Park, encompassing approximately 96.8 acres of open space, making it the largest park within city limits. The soccer facility occupies roughly 299,650 square feet of the park's open area, while the clubhouse spans approximately 8,500 square feet. The proposed beer and wine service will be confined to a designated portion of the existing clubhouse building. The licensed area for beer and wine consumption will encompass 3,610.58 square feet, inclusive of the lounge, restaurant dining area, party room, diner/cafeteria, kitchen, and outdoor patio space. All alcohol storage will be housed within or behind the counter area.

The current soccer facility resides within South Gate Park, comprised of various parcels owned by the City of South Gate. Consequently, the representatives of the soccer facility are presently operating under a Ground Lease Agreement with the City, which received prior approval from the City Council in 2009. Established in 2019, the soccer facility has operated in accordance with the terms of the Ground Lease Agreement. This agreement would be amended to accommodate the proposed Conditional Use Permit.

The Applicant and its principals founded Sofive Soccer Center in South Gate in 2010. The center has flourished, facilitating adult and youth leagues, tournaments, pickup games, and field rentals. With an investment exceeding \$9 million in its development and enhancement, the site now welcomes over 250,000 visitors annually. The Center offers numerous advantages to its patrons and the City of South Gate, as detailed below.

Career Opportunities

Since its establishment, Sofive has been pivotal in shaping the South Gate job market, actively advocating for the employment of locals and minority women-led employment. Currently, the company boasts a steady workforce comprising around 30 full-time employees, with 6 of them residing in South Gate. Throughout the years, Sofive has prioritized internal advancement, enabling entry-level staff to ascend to positions like assistant managers or general managers within our centers.

Granting a liquor license to Sofive would further encourage this approach, creating opportunities for up to seven new full-time positions for the city's residents. This expansion aims

to accommodate the expected surge in Applicant's food and beverage activities, including the recruitment of 2-3 bartenders, 2 additional cooks to meet the heightened demand due to alcohol consumption (with plans for healthy options and a taco program), and 2 security guards to ensure the safety of both staff and customers. Securing a liquor license will necessitate significant capital investment to enhance the site's food and beverage operations, including the development of a bar and lounge. Local general contractors will be given priority in these endeavors.

Contribution to the Economic Development of South Gate

Sofive continues to attract individuals from neighboring communities, actively bolstering the economic growth of local businesses. According to Applicant's estimates, the combined spending of around 180,000 non-resident visitors at Sofive totals \$1.2 million annually within local establishments.

Currently, Sofive faces a sales deficit compared to its competitors in the LA area due to the inability to offer alcohol, which poses a potential long-term risk to the site's popularity. By obtaining a Beer & Wine license, Sofive anticipates a 25% increase in overall foot traffic to the center (approximately 50,000 additional individuals). This increase is forecasted to generate a \$300,000 annual impact on nearby businesses and an \$80,000 rise in sales tax collection.

Active Member of the Community

Since its establishment, Sofive has actively collaborated with the Chamber of Commerce on various initiatives, including the South Gate State of the City, Holiday Parade, and Toy Giveaways. Sofive South Gate has successfully raised approximately \$2,000 through auction initiatives for the Youth Commission by participating in the Pageant of the Tree event organized by the Police Department. In partnership with the Compatriot Counsel Center, Sofive organizes multiple events each month to promote counseling and substance abuse prevention programs for our customers and the community. Additionally, Sofive contributes to food donation initiatives for at-risk youth. Sofive partners with Tweedy Elementary School to promote an active lifestyle, providing free facility access for one hour each month to approximately 8 different classrooms and rewarding classrooms with the best attendance. Sofive South Gate dedicates 8 hours a week to supporting the AYSO (American Youth Soccer Organization). The facility also offers free pick-up for 30 South Gate residents every Monday and Wednesday.

Café Operations

The onsite café allows for a more sophisticated menu in comparison to the traditional concessions offered at similar venues. The objective of the café is to allow teams to gather after games, as well as providing parents/guardians, and adult players with a place to socialize and relax. By expanding the current menu to include beer and wine, the Applicant seeks to increase its offerings and amenities to meet the demand of its patrons.

The project seeks to add two minor modifications to the current space, first by adding a beer dispenser for employees to serve beer at the existing beverage counter, and secondly by adding signs delineating the area authorized for alcoholic beverage consumption. Service of

alcoholic beverages will take place only at the counter, and consumption will only be permitted in the designated area, with prohibited consumption next to or on the soccer fields, and no off-sale is proposed.

Sofive will operate weekdays from 2:00 pm to 11:00 pm and weekends from 8:00 am to 11:00 pm. There will be eight to ten employees per shift (including management). The alcohol shall be served in the limited designated areas around the beverage counter with all alcohol storage maintained in or behind the counter area. Applicant plans to have four tables in a patio area, six indoor tables, one long counter height table, and lounge area with two couches and two chairs. 8-10 televisions for viewing will be available for patrons. The maximum capacity of the café will be approximately 35-40 patrons at one time.

Experienced Liquor License Operator

Sofive has a proven track record in the operation of liquor licenses, with 10 granted centers across the US, with 4 of the 10 centers in Southern California. Applicant's landlords include among other schools or district city governments. Through its investors, the company complies with extremely strict Safeguarding Policies

Upon arrival at the facility, individuals aged 18 and above are required to scan a QR code for check-in, a procedure similar to that of gyms. Sofive's security personnel will routinely conduct bag checks to prevent the entry of weapons, drugs, or alcohol into the premises. Furthermore, security will monitor patrons consuming alcohol within the designated area to ensure compliance with legal regulations and prevent patrons from leaving the facility with alcohol.

All bartenders will be mandated to possess TIPS certification, a nationally recognized training program aimed at preventing intoxication, underage drinking, and drunk driving. Strict enforcement of state-issued ID checks is maintained. A strict policy of no overservice will be enforced and robust training for all employees will be required including mandated LEAD training. Additionally, our operational procedures dictate the tagging of patrons over 21 with a non-transferable wristband and the provision of a single cup per individual, thereby preventing the sharing of alcohol with underage customers. Our operational hours are tailored to our soccer-focused business model, underscoring that we are not a nightclub.

Sofive is equipped with an advanced cloud-based security camera system that ensures 24/7 recording of the center and its environment, including parking lots, with up to 30 days of video storage. This system boasts face recognition capabilities to identify individuals subject to bans or those posing a threat to others' security. Additionally, it aids in identifying witnesses to any criminal activity or misdemeanors occurring around the facility perimeter. Applicant actively collaborates with the Parks and Recreation and Police departments to bolster safety in South Gate Park through this sophisticated security infrastructure.

Support and Endorsements

Sofive centers are endorsed by the world leading sports brand Nike for youth sports camps and since 2021 has enrolled 1,600+ children in it's Manchester City and Lil' Kickers programs. The South Gate location has been recognized by the Chamber of Commerce, which states:

The prospect of granting Sofive South Gate a liquor license is not just an opportunity for growth, but a strategic move to enhance our community's landscape.

[See letter of support dated March 25, 2024 enclosed in the materials herein].

Along with large local support from both business owners and residents, Sofive has the support of the following Southern California cities: Upland, Pomona, Rancho Cucamonga, Alameda and Covina. In fact the Mayor of Covina provided the following endorsement for Sofive's Covina location:

Sofive requested a license to serve Beer and Wine at its facility in Covina in 2022. They were granted a temporary permit for one year conditional to a strict set of rules that would allow the city and other stakeholders to gain comfort before proceeding with a permanent license. We are happy to announce that based on the past year of operation we have granted a permanent license to the Sofive Covina soccer center. Over the past 12 months, Sofive has proven consistently that they were seasoned operators with strict internal processes and a willingness to work with their landlord (barranca Elementary School) and neighbors to ensure a safe and welcoming space for everyone. The granting of the license has significantly reduced the amount of illegal tailgating and loitering on the parking lot and has made the surrounding safer for kids and families playing at the center.

PERMITTED USE PER MUNICIPAL CODE

The proposed use is compliant with South Gate Municipal Code Sections §11.42 et seq. complying with the City's purpose of regulating the locations of alcoholic beverage sales in relation to one another and to certain public and private facilities and structures and to regulate the establishment and operation of land uses to ensure safety and compatibility throughout South Gate.

This project is Categorically Exempt from CEQA under state regulations known as the "CEQA Guidelines" codified at Division 6 of Title 14 of the California Code of Regulations. The Class 1 (Existing Facilities) exception under the CEQA Guidelines, at 14 CCR Section 15301, consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project falls within this existing facilities exemption because the proposed business would occur within an existing structure.

April 3, 2024
City of South Gate Planning Division
Re: Land Use Project
Page 6

APPLICANT'S MISSION

Applicant seeks to expand its bona fide eating place menu to provide beer and wine to its patrons. This ancillary amenity would allow for customers to socialize after games and provide additional hospitality to spectators.

Per the City's municipal codes on-sale liquor in a bona fide eating place is a permitted use through a conditional use permit. Thus, by permitting an establishment of this kind the city is not only providing a benefit to the visitors and residents of the city, but also allowing for the benefit of increased sales tax revenue.

The Applicant is dually invested in the success of the retail operation and maintaining the surrounding value of the neighborhood in which the premises is located. As the Applicant has vested interests in providing premier service to his clientele and maintaining the welfare of the property, ensuring compliance with the City standards for selling alcohol will be the Applicant's highest priority.

In conclusion, the Applicant respectfully requests that the application herein be approved and looks forward to a great working relationship with the City of South Gate, the surrounding businesses, and the community at large.

Very truly yours,



F. MICHAEL AYAZ

FMA:kah

Encls.



CITY OF COVINA

www.covinaca.gov

125 East College Street • Covina, CA 91723-2199

Police Department
David Povero
Chief of Police

July 10, 2024

Blake and Ayaz
F. Michael Ayaz
2107 N. Broadway, Suite 106
Santa Ana, CA 92706

Dear Mr. Ayaz,

As you know, the Sofive Soccer Centers opened its doors in Covina December 2018. The Covina location is a world-class outdoor soccer facility for all soccer interests in the area, offering top quality fields, video technology, a viewing lounge, café and free on-site parking. The Covina location features a variety of athletic field for all levels of play and ages of player.

In October of 2023, Sofive sought a Type 41 on-sale beer and wine ABC license for the Center. The request was considered by the California Department of Alcoholic Beverage Control, City of Covina Community Development Planning Department and the Covina Police Department. The City of Covina prefers to encourage local businesses to be good community partners. At the time the Type 41 license was being considered for the Sofive café, the Covina Police Department assessed calls for service and any community issues related to Sofive's existing operations. There were no significant community issues. When your office reached out to me, to ascertain if there were any issues since October 2023, we once again assessed our calls for service. There have been no significant community issues since Sofive has been permitted for on-sale beer and wine at their café.

My understanding is that Sofive's South Gate location is seeking a Type 41 ABC license. My correspondence is meant to share our experience in Covina, in hopes it will shed light on the fact that the Type 41 ABC license has had no significant affect in our community of Covina.

Respectfully,

David Povero
Chief of Police



March 25, 2024

Re: *Support for Sofive Soccer Liquor License Application*

To whom it may concern,

I am writing on behalf of the South Gate Chamber of Commerce to express our enthusiastic endorsement of Sofive South Gate's application for a liquor license.

After thorough review of the provided data, which highlights an impressive annual foot-traffic of 250,000 visitors, including approximately 180,000 non-South Gate residents contributing \$1.2 million to local businesses, we are thoroughly impressed. The prospect of granting Sofive South Gate a liquor license is not just an opportunity for growth, but a strategic move to enhance our community's economic landscape.

According to our analysis, awarding Sofive South Gate a liquor license is projected to catalyze a 25% increase in foot traffic, accommodating an additional 50,000 individuals. This surge in visitors is anticipated to generate a substantial \$300,000 positive economic impact on local businesses, encompassing pharmacies, grocery stores, and gas stations. Moreover, this rise in foot traffic, coupled with an anticipated increase in Food and Beverages (F&B) sales, is poised to yield an annual increment of \$80,000 in local tax revenue, a significant boon for our community's fiscal health.

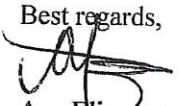
Sofive South Gate's active engagement in the Chamber of Commerce initiatives, including their pivotal role as an official partner of the Children's Christmas Lane Parade & Festival, Centennial State of the City Event, along with the successful fundraising endeavors for the Youth Commission, underscores the profound positive influence the organization has on our community.

The South Gate Chamber of Commerce staunchly supports Sofive South Gate's pursuit of a liquor license, recognizing the seamless alignment of this expansion with the vibrant and dynamic spirit of our community. We firmly believe that Sofive's commitment to local businesses, coupled with the projected economic benefits, not only makes this application a welcome addition to our thriving city but also serves as a crucial safeguard against the potential risk of long-term customer attrition to neighboring cities.

Should you require any additional assistance or information from the Chamber of Commerce, please do not hesitate to reach out. We eagerly anticipate the favorable outcomes that this venture will bring to Sofive South Gate and our community at large.

Exciting times lie ahead for Sofive South Gate, and we are honored to be a part of this journey.

Best regards,


Ana Elizarraras
Executive Director
South Gate Chamber of Commerce



S/S

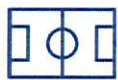
SOFIVE SOUTH GATE

Unlocking New Horizons: Sofive South Gate Liquor License
Application Presentation
October 2023

2023

SOFIVE IN SOUTH GATE

A long-standing commitment to local economic development



\$9m+
invested in site
improvement since
2010



30
employees, with a
focus on minority
and women-led
initiatives



250k+
visitors every year
including c.75% of
whom are not South
Gate residents



**Neighborhood
Businesses**
benefiting from new
customers with a
direct positive
economic impact



1,600+
kids enrolled in our
Man. City & Lil'
Kickers programs
since 2021,
benefiting the local
community



\$600k+
in taxes paid to Los
Angeles country
since the center's
inception

SITE OVERVIEW



SOFIVE, CREATING CAREER OPPORTUNITIES

Granting a beer & wine license to Sofive will allow us to open no fewer than 7 new full-time positions

- From its inception, Sofive has played a central role in the South Gate job market, actively promoting local and minority women-led employment.
- Presently, the company maintains a stable workforce of approximately 30 full-time employees, with 6 of them being South Gate residents.
- Sofive has consistently emphasized internal growth, allowing entry-level employees to progress into roles such as assistant managers or general managers within our centers over the years. .
- Granting a liquor license to Sofive would further encourage this approach, creating opportunities for up to seven new full-time positions for the city's residents. This expansion aims to accommodate the expected surge in our F&B activities, including the recruitment of:
 - 2-3 bartenders ;
 - 2 additional cooks to meet the heightened demand due to alcohol consumption (with plans for healthy options and a taco program) ; and
 - 2 security guards to ensure the safety of both staff and customers.
- Securing a liquor license will necessitate significant capital investment to enhance the site's F&B operations, including the development of a bar and lounge. Local general contractors will be given priority in these endeavors.

Note: ⁽¹⁾ projected employee count

F&B JOB CREATION

TODAY



1

full-time multi-tasked employee (cook, cashier,...)



TOMORROW⁽¹⁾



3

full-time cooks



2-3

full-time bartenders



2

full-time security guards

SOFIVE, SUPPORTING SOUTH GATE BUSINESSES

Thanks to its large customer base, Sofive attracts new consumers to the city's local actors

- Attracting approximately 250,000 visitors annually, of which around 75% are not South Gate residents⁽¹⁾, the site continues to draw individuals from neighboring communities, actively contributing to the economic development of the city's businesses (see right).
- Based on our calculations⁽²⁾, the collective expenditure by the approximately 180,000 non-South-Gate-resident visitors at Sofive amounts to \$1.2 million annually in local businesses.
- Sofive SOG currently faces a sales gap compared to its competitors in the LA area due to the inability to offer alcohol consumption, posing a potential long-term risk to the site's popularity. With the acquisition of a Beer & Wine license, we anticipate a 25% increase in the center's overall foot traffic (around 50,000 additional people). This surge is projected to have a \$300,000 annual impact on nearby businesses and an \$80,000 increase in sales tax collection⁽²⁾⁽³⁾.

PROMOTION OF LOCAL PRODUCTION

- Sofive consistently supports local producers and distributors for its Food & Beverage products across most of its centers, aligning with customer preferences and fostering local production.
- For instance, the company plans to source local brews from Brown Soul Brewing to support South Gate growing business community.



NEARBY BUSINESSES POSITIVELY IMPACTED⁽⁴⁾



Note: ⁽¹⁾ Sofive's database | ⁽²⁾ full and details computations have been approved by the South Gate Chamber of Commerce | ⁽³⁾ as mentioned by South Gate Council member | ⁽⁴⁾ non-exhaustive list

SOFIVE, A WIDE-REACHING EXPOSURE FOR THE CITY

By obtaining a liquor license, Sofive host events and associate the city of South Gate to some of the best sports brands worldwide

A REGIONAL INFLUENCE ...

- Since its inception, Sofive has played an active role in promoting soccer in the US, hosting a variety of welcoming and inclusive soccer events such as match broadcasts, meetings with industry professionals, and more at its centers nationwide.
- Today, Sofive South Gate has the exciting opportunity to establish a unique partnership with two highly regarded soccer clubs in the US, actively seeking a strong presence in the Los Angeles area – a home away from home:



- **Angel City Football Group**, the most popular women-led football team in the US, founded by Natalie Portman in 2020 and an absolute world leader in women sport development ; and



- **Los Angeles Football Club**, the winner of the 2022 MLS season followed by nearly 1 million people on social networks.

If this were to materialize, the center could receive at least 500 additional people on a 4-times-a-month basis, i.e., 2,000+ people per month and 25,000+ per year. This collaboration holds significant implications for the city of South Gate within the Los Angeles landscape

Note: ⁽¹⁾ non-exhaustive list

... AND BEYOND

- As a loyal and committed partner of the **Manchester City Soccer Academy**, Sofive benefits from the club's influence, reigning as champions of the Premier League and Champions League globally, with Sofive serving as the club's showcase in the US. Sofive has thus become one of the American leading players for non-US residents when it comes to soccer.
- The academy organize frequent events that highly promote the centers in which they are hosted both on a national and global scale⁽¹⁾:
 - **Weekly Manchester City classes** for 1.5 to 12-year-old kids
 - **Manchester City 5v5 Winter Cup**, a national youth tournament across 10 Sofive locations, incl. South Gate
 - **The 2022 Manchester City's trophies** presentation by Shaun Wright-Phillips in Sofive Covina, CA



**SOCCER
ACADEMY**



SOFIVE, A STRONG KNOW-HOW IN LIQUOR LICENSING

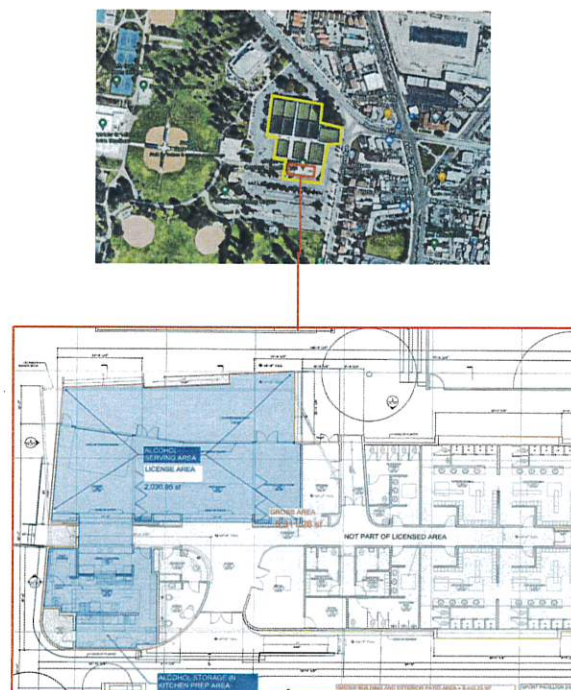
From both a physical and operational standpoint, Sofive has an extensive know-how in operating Beer & Wine licenses

SOFIVE' TRACK RECORD IN BEER & WINE LICENSES

- Sofive has a proven track record in the operation of liquor licenses, with 10 granted centers across the US. Our landlords include among other schools or district city governments. Through its investors, the company complies with extremely strict Safeguarding Policies (CFG).



PLANNED RESTRICTED SERVING AREA IN SOFIVE SOG



A REGULATED BEER & WINE LICENSE

The company is committed to ensuring that this beer & wine license will be strictly regulated and controlled within the center

PRECAUTIONARY MEASURES THAT SOFIVE SOUTH GATE WILL TAKE TO ENSURE COMPLIANCE WITH THE RULES⁽¹⁾

▪ Safety:

- Upon entering our facility, individuals aged 18 and above must scan a QR code for check-in, mirroring the check-in process at gyms.
- Our security staff will conduct routine bag checks to prohibit the entry of weapons, drugs, or alcohol into the facility.
- They will also ensure that patrons consuming alcohol within the designated area (blue area on the plan above) abide by legal regulations and do not leave the facility with alcohol.

▪ Responsibility:

- Our bartenders are required to hold TIPS certification, a nationally recognized skills-based training program designed to prevent intoxication, underage drinking, and drunk driving. State-issued ID checks will be strictly enforced.
- Additionally, our operating procedure mandates tagging patrons over 21 with a non-transferable wristband and providing a single cup per individual, preventing the sharing of alcohol with underage customers.
- Our operational hours align with our soccer-focused business model, emphasizing that we are not a nightclub.

▪ Security:

- Sofive is equipped with an advanced cloud-based security camera system, ensuring 24/7 recordings of the center and its surroundings, including parking lots, with up to 30 days of video storage.
- This system features face recognition capabilities to flag customers subject to a ban or posing a threat to others' security. It also aids in identifying witnesses to any crime or misdemeanor around the facility perimeter.
- We are actively collaborating with the Parks and Recreation and Police departments to enhance safety around South Gate Park through this sophisticated security system.

Note: ⁽¹⁾ non-exhaustive list

CASE STUDY – COVINA, CA

Following a successful one-year probationary period, Sofive Covina was finally granted a permanent liquor license by the city in October 2023.



Victor Linares, Mayor of Covina, CA

SITE OVERVIEW



*"Sofive requested a license to serve Beer and Wine at its facility in Covina in 2022. They were granted a temporary permit for one year conditional to a strict set of rules that would allow the city and other stakeholders to gain comfort before proceeding with a permanent license. **We are happy to announce that based on the past year of operation we have granted a permanent license to the Sofive Covina soccer center.** Over the past 12 months, Sofive has proven consistently that they were seasoned operators with strict internal processes and a willingness to work with their landlord (Barranca Elementary School) and neighbors to ensure a safe and welcoming space for everyone. **The granting of the license has significantly reduced the amount of illegal tailgating and loitering on the parking lot and has made the surrounding safer for kids and families playing at the center.**"*

SOFIVE SOUTH GATE, IN ITS COMMUNITY

Sofive has been since inception an active member of the South Gate community, forging lasting partnerships with a wide range of local organizations.

PARTNERING WITH THE CHAMBER OF COMMERCE

- Since its inception, Sofive has been actively collaborated with the Chamber of Commerce on various initiatives, including among others : South Gate State of the City, Holiday Parade and Toy Giveaways.

WIP – PICTURES FROM COC

YOUTH COMMISSION'S RAISING

- Sofive South Gate has successively raised c.\$2k through auction initiatives for the Youth Commission by participating in the Pageant of the Tree event organized by the Police Department.



PARTNERING WITH COMPATOR



- In conjunction with the Compator Counsel Center, Sofive organizes multiple events each month to promote counseling and substance abuse prevention programs for our customers and the community. Additionally, we contribute to food donation initiatives for at-risk youth.

PARTNERING WITH TWEEDY ELEMENTARY

- Sofive partners with Tweedy Elementary School to encourage an active lifestyle, providing free facility access for one hour each month to approximately 8 different classrooms. Furthermore, we reward classrooms with the best attendance.



... AND MANY MORE!

- Sofive South Gate dedicates 8 hours a week to supporting the AYSO (American Youth Soccer Organization).
- The facility offers free pick up for 30 South Gate residents every Monday and Wednesday.

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Lease"), dated for reference purposes only on the 1st day of June, 2009, is made by and between CITY OF SOUTH GATE, a municipal corporation in the State of California ("Landlord"), and GOALS SOCCER CENTERS, INC., a Delaware corporation ("Tenant"), each of whom is sometimes referred to herein individually as a "Party" and collectively as the "Parties". This Lease is made with reference to the following:

RECITALS

WHEREAS, Landlord is the owner of certain real property commonly known as South Gate Park and located in the city of South Gate, California ("South Gate Park"), on which Landlord operates a municipal park containing approximately 97 acres and offering 10 baseball diamonds, six tennis courts, an Olympic-sized swimming pool, picnic grounds and barbeques, basketball and handball courts, a par-3 golf course, a municipal auditorium and girls clubhouse; and

WHEREAS, Tenant desires to enter into a ground lease agreement with Landlord covering approximately 3.32 acres of land at the northeast corner of South Gate Park bounded by Pinehurst and Southern Avenues pursuant to which Tenant will design and construct certain improvements thereon, including "five-a-side" and "seven-a-side" soccer courts (the "Soccer Courts"), which will augment and enhance the existing public outdoor recreational activities available at South Gate Park.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Lease of Premises.** Subject to the provisions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain land and improvements of South Gate Park containing approximately 3.32 acres in approximately the location designated as the "Tweedy School Site Parcel" (the "Premises") as shown on the site plan attached hereto as Exhibit "A" and being more particularly described by the metes and bounds and plot map attached hereto as Exhibit "A-1" and both made a part hereof, together with rights of ingress to and egress from the Premises over parking areas, walkways, driveways and service lanes now or hereafter located on South Gate Park for Tenant, its employees, agents, contractors, customers, invitees and licensees. Landlord shall deliver the Premises on the Commencement Date (as defined below) in a "Ready for Permitting Condition" as such term is defined in Section 5.1 below and shall have no responsibility to perform any work or site preparation prior to the Commencement Date except as specifically set forth in such Section 5.1.

2. **Parking.** Automobile parking located entirely within the boundaries of the Premises shall be reserved exclusively for Tenant and its employees, agents, contractors, customers, invitees and licensees ("Tenant's Exclusive Parking Area"). Landlord also hereby grants

41 Tenant a non-exclusive license, for the term and subject to the provisions set forth in this Lease,
42 to use approximately one (1) acre of the common parking area (the "**Common Parking Area**")
43 serving South Gate Park for automobile parking for Tenant's employees, agents, contractors,
44 customers, invitees and licensees in approximately the location shown on the site plan attached
45 hereto as Exhibit "A" (the "**Additional Parking Area**"). In no event shall there be less than an
46 aggregate of twenty (20) parking spaces located on the Premises and within the Common
47 Parking Area which are designated as reserved for parking for the Soccer Courts. **Landlord**
48 **shall not object to or interfere with Tenant's reasonable control and regulation of any**
49 **parking spaces within Tenant's Exclusive Parking Area or with Tenant's towing of vehicles**
50 **that are in violation of any designation posted by Tenant within Tenant's Exclusive**
51 **Parking Area if Tenant's actions are consistent with applicable Governmental Regulations.**
52 In the course of designing the improvements identified in Section 5 below, the Parties may by
53 mutual written agreement modify the locations of the Premises and the Additional Parking Area
54 shown on Exhibit "A".

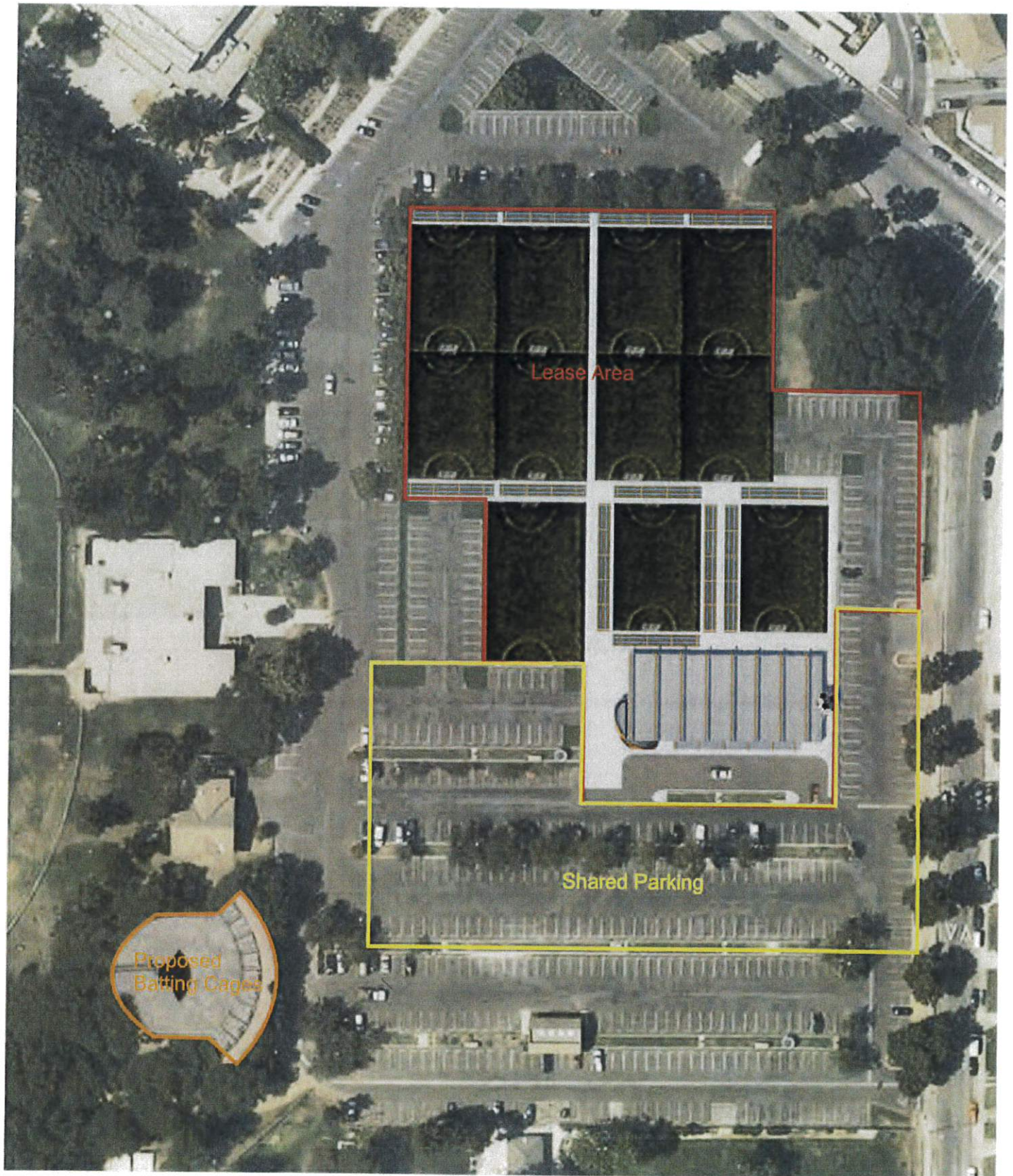
55 3. **Term of Lease.**

56 3.1 **Inspection Period.** Tenant shall have the right for up to six (6) months ("**Initial**
57 **Inspection Period**") after the execution and delivery of this Lease by Landlord and Tenant to:
58 inspect and investigate the Premises and South Gate Park and to perform soil, groundwater, and
59 other tests thereon; review and evaluate the Governmental Regulations (as defined below)
60 applicable to the Premises and South Gate Park and the availability and probability of Tenant's
61 receipt of all necessary governmental approvals; obtain surveys and other similar materials;
62 obtain, review, and evaluate any title insurance commitment for the Premises; review and
63 evaluate the availability of utilities and drainage facilities and easements therefor; review and
64 evaluate the impact of the Governmental Regulations and/or conditions of the site on the
65 economic or other feasibility of constructing and operating the Building on the Premises; consult
66 with the appropriate governmental and private entities and organizations with respect to the
67 provisions of free use of the sports facility by a number of local community user groups; review
68 and evaluate the access to the Premises and matters such as curb cuts, crossovers, traffic
69 signalization and the like; review and evaluate any environmental conditions of the Premises;
70 and review and evaluate any other matter relating to Tenant's anticipated use of the Premises and
71 Tenant's improvements and/or the value, cost, utility or feasibility thereof. Furthermore, Tenant
72 may, by written notice to Landlord no later than sixty (60) days prior to the expiration of the
73 Initial Inspection Period, extend the Inspection Period for up to an additional six (6) months.
74 Tenant may terminate this Lease for any reason by sending written notice of termination to
75 Landlord on or before 5:00 p.m. on the last day of the Inspection Period, as such may be
76 extended pursuant to the preceding sentence, in which event the parties shall have no further
77 rights or liabilities under this Lease (except for any that expressly survive termination of this
78 Lease). So long as Tenant has provided Landlord with certificates of insurance as required
79 pursuant to the terms of this Lease, Landlord hereby agrees that Tenant and Tenant's designated
80 employees, agents and contractors shall be permitted to enter the Premises and South Gate Park
81 at any time during normal business hours from and after the execution and delivery of this Lease
82 in order to perform the inspection of the Premises and South Gate Park set forth above so long as
83 Tenant does not unreasonably interfere with the conduct of Landlord's business on the property.
84 Tenant shall indemnify, hold harmless and defend (with counsel selected by Landlord) Landlord
85 and Landlord's City Council members, officers and employees from any and all loss, cost,

1150
1151
1152
1153
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1155

Exhibit "A"
Site Plan of South Gate Park,
Tweedy School Site, Additional Parking Area and Batting Cages

Site Plan of South Gate Park,
Tweedy School Site, Shared Parking Area and Proposed Batting Cages





Steve Costley
Director of Parks & Recreation

Attachment 4

City of South Gate

Parks & Recreation Department

WWW.CITYOFSOUTHGATE.ORG

Parks Make Life Better!

Application By Sofive for Alcohol Sales at the Soccer Center

November 11, 2024

To Whom it May Concern,

The Parks & Recreation Department supports the application by "Sofive" for a Conditional Use Permit, (CUP) to sell beer and wine at the Sofive location in South Gate Park. As noted by the applicant in their Letter of Justification:

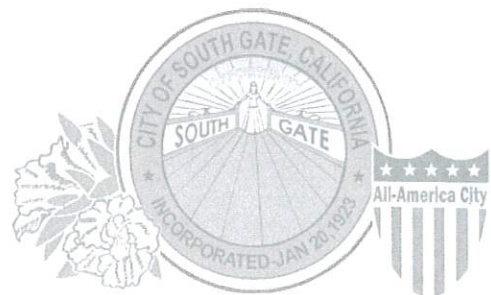
When the City of Covina granted their license, it significantly reduced the amount of illegal tailgating and loitering on the parking lot and has made the surrounding area safer for kids and families playing at the center.

We believe that the same will be true here at South Gate Park. In addition, as the City has expanded its own availability of beer and wine for use at the park with no issues, this will be a welcome addition for the patrons at Sofive.

Should you have any questions or need additional information please feel free to contact me.

Sincerely,

Steve Costley
Director of Parks & Recreation



Attachment 5

Sofive South Gate Draft Menu

Appetizers:

Elote
Mozzarella Sticks
Chicken Wings
Loaded Nachos - option to add meat*
Onion Rings
Guacamole and Chips
Seasonal Salad

Entrees:

Cheeseburger with fries
Cheese Quesadilla
Hot Dog with fries
Chicken tenders with fries
Tlayuda ("Mexican Pizza") - option to add meat*
Tacos (x3)*
Mulitas (x3)*
Burrito*

* choice of Beef Barbacoa, Pork Carnitas or Chicken Tinga

Sweets:

Churros w Dulce de Leche
Spicy Mango Sorbet
Ice Cream Sandwich

Rodrigo Pelayo

From: Meredith Elguira
Sent: Tuesday, November 19, 2024 8:52 AM
To: Rodrigo Pelayo
Cc: John Signo
Subject: FW: Mario Domínguez - Public Comment

Hi,
Please receive and file and forward to the rest of the commissioners. This will need to be read tonight. Thanks.



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: Jimmy Ozaeta [REDACTED]
Sent: Tuesday, November 19, 2024 12:34 AM
To: Meredith Elguira <melguira@sogate.org>
Subject: Mario Domínguez - Public Comment

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

Meredith,

Community member Mario Dominguez contacted me and asked I forward you his public comment for tomorrow's Planning Commission because he is having issues with emails or City of South Gate accounts.

Please refer to previous email below.

Public Comment For Planning Commission 10/19/24 - Open Session Items

1)Zoning Code Amendment & Conditional Use Permit

I ask that the

Planning Commission vote to approve and allow for the Ordinance pertaining to our Municipal Code for the sale of alcohol in Open Space zoning district be amended. To allow the sale of alcohol for on-site consumption within a restaurant/cafe located within the Sofive Soccer Complex. And to also vote to approve the Conditional Use permit that is needed for this location. Our parks are not solely intended to be used by children and families. They are also meant for adults. I ask that our Commissioners please give us adults a cool hang out space where adults can relax and socialize. I've read the item report for this item. And it states that the owners intend to provide security for this location and will be cutting off alcohol sales at 10:00pm which is one hour before they close. That works for me. If you go to Europe they have picnics and drink wine in their parks. Why must we be so puritanical here in the U.S.? Consuming alcohol in a restaurant that is inside of a park wouldn't even be an issue for these European countries. I don't know if our Commissioners are familiar with the classic comedy t.v. sit-com Cheers? This was a show about a local bar that was a hang out space for

adults. This Sofive Soccer Restaurant could be our version of Cheers. Don't be so rigid and narrow minded with our parks. Please let us have our own Cheers. We deserve it. Thank you for listening. - Mario Dominguez, Jr.

Thank you,

Jimmy Ozaeta

2 [REDACTED]

(no subject)

1 message

Caroline Maravilla <c
To: Caroline Maravilla

Tue, Nov 19, 2024 at 5:08 PM

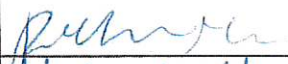
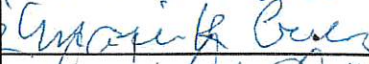
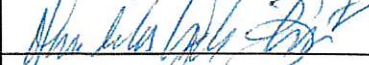
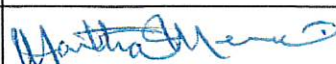
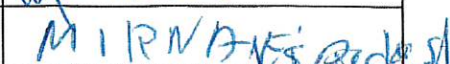
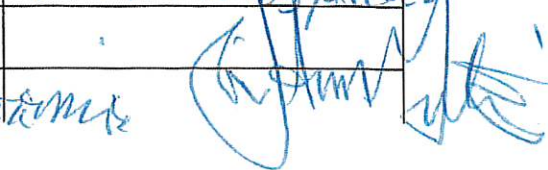
Prohibit the Sale of Alcohol in South Gate Park and Goals/ Sofive Soccer Center

This petition was born out of a personal tragedy. A deadly accident occurred on Hildreth and Duane Way, a sorrowful reminder of the consequences alcohol and bad driving. This isn't about demonizing alcohol or those who enjoy it responsibly, but about preserving the safety and integrity of our beloved South Gate.

Our demand is simple - to ban the sale of alcoholic beverages in two key locations: South Gate Park and the Goals/ Sofive Soccer Center. This isn't an unreasonable ask. Many parks and recreation centers across the country have already imposed similar restrictions.

According to National Institute on Alcohol Abuse and Alcoholism (NIAAA), approximately one-third of fatal traffic accidents involve drunk drivers, indicating the clear, irreversible danger of combining alcohol with activities such as driving. Outlawing the sale of alcohol in these areas can contribute to lowering these statistics in our local area.

Our community is known for its commitment to family and safety. By banning alcohol sales in these busy, family-friendly venues, we can take one more step towards ensuring the security of all South Gate community members. Sign today and make South Gate a safer place for everyone.

Address	Name	Signature
9207 Hildreth Ave		
9215	Priscilla Ruiz	
9223	Gabriel Huerta	
9229	MARIA R CRUZ	
9233	Maria Zamora	
9305		
9311	Martha Maravilla	
9317		
9323	Martha Mena	
9329	Miriam Espadas	
9401		
9409	Jose Antoni Granados	

FEB 20 2025

FILED

11:25 AM

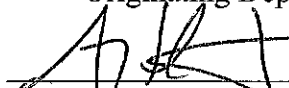
City of South Gate
CITY COUNCIL

AGENDA BILL

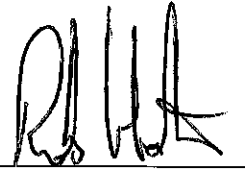
For the Regular Meeting of: February 25, 2025

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:



Rob Houston

SUBJECT: RESOLUTION AUTHORIZING THE APPLICATION FOR CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES ("CAL OES") GRANT FUNDS FOR THE EMERGENCY OPERATION CENTER ("EOC") PROJECT, CITY PROJECT NO. 582-ARC

PURPOSE: Approval of the Resolution will authorize the submittal of an application for grant funding to the California Governor's Office Of Emergency Services ("Cal OES") for the Emergency Operation Center ("EOC") Project ("Project").

RECOMMENDED ACTIONS: The City Council will consider:

- a. Adopting a Resolution authorizing the application for the California Governor's Office Of Emergency Services, requesting \$1,226,000 in grant funds, for the Emergency Operations Center, City Project No. 582-ARC; and
- b. Authorizing the City Manager, or his designee, to execute, on behalf of the City, all documents required to submit the application and implement the grant.

FISCAL IMPACT: There is no impact to the General Fund. The grant application requests \$1,226,000 to fund the Project, however, it also includes a \$408,667 commitment in matching funds for a total project budget of \$1,634,667. Staff is reviewing funding options for the matching funds thus as of the date of this Council Meeting a funding source(s) has not been selected.

ANALYSIS: Cal OES has allocated \$1,226,000 in grant funds to fund the construction of a new EOC within the City Hall grounds. To secure the grant funds, the Cal OES requires a Resolution from the City Council authorizing the application and use of the funds. Key points of the required Resolution include:

- The Resolution authorizes the submission of an application to apply for the Cal OES grant in the amount of \$1,226,000 and commits to a local match requirement of \$408,667, for a total budget of \$1,634,667.
- The City certifies that sufficient funds will be available to complete and maintain the project.

- The City Manager, or his designee, is authorized to handle all project-related negotiations, including agreements and payment requests.

BACKGROUND: The South Gate Police Station, built in 1948, houses an Emergency Operations Center (“EOC”) in a subterranean section of the building. This location is prone to flooding, lacks ADA-compliant access, and faces significant communication challenges due to the thick concrete walls. Given that effective communication is critical for emergency response, staff recommends relocating the EOC to ensure reliable operations during major events.

The project relocates the existing EOC from the SGPD basement to a new facility at the Civic Center by repurposing a portion of the museum to meet modern EOC requirements. The section of the museum is planned to serve a dual purpose: an as-needed EOC and a Community room/Museum. Daily, the improved section will serve for conference room, community room and a Museum. However, when the EOC is activated, that will be shut down to the public and the EOC will be activated.

Some of the displays in this portion of the museum that will be improved will be relocated to the easterly side of the museum section. They will continue to be available for public viewing to the extent practical. Other displays will be integrated into the room keeping part of the Museum experience while still allotting appropriate space for the EOC needs.

As a note, the originally proposed relocation was to 8640 California Avenue (South Gate Courthouse). However, that presented significant challenges, including asbestos removal, seismic retrofitting to comply with the 2024 Building Code, and insufficient staff parking. The Civic Center location avoids these issues, making it a more suitable choice for the new EOC.

The proposed budget is \$1,634,667. Work includes, but is not limited to, upgrading electrical and mechanical systems for proper heating and air conditioning, a backup generator, equipping the space with televisions, tables, computers, desks, radios, and cell phones to support emergency operations. The proposed budget will be expended as summarized below.

Cost Classification	Federal Share	Matching Funds	Total Fund
Administrative	\$18,750	\$6,250	\$25,000
Architectural and Engineering	\$225,000	\$75,000	\$300,000
Construction Inspection	\$78,750	\$26,250	\$105,000
Construction	\$660,000	\$220,000	\$880,000
Equipment	\$187,500	\$62,500	\$250,000
Miscellaneous and Contingency	\$56,000	\$18,667	\$74,667
SUBTOTAL	\$1,226,000	\$408,667	\$1,634,667

ATTACHMENT: Proposed Resolution

ES:lc

RESOLUTION NO. _____

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

**RESOLUTION AUTHORIZING THE APPLICATION FOR
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY
SERVICES ("CAL OES") GRANT FUNDS TO FUND THE
EMERGENCY OPERATION CENTER ("EOC") PROJECT,
CITY PROJECT NO. 582-ARC**

WHEREAS, the U.S. Department of Homeland Security/Federal Emergency Management Agency/Grant Program Directorate have been delegated the responsibility for the administration of the Emergency Operations Center Grant Program, setting up necessary procedures governing the application;

WHEREAS, said procedures established by the U.S. Department of Homeland Security/Cal OES, require applicants to certify by Resolution the approval of applications;

WHEREAS, successful applicants will enter into a contract with the California Governor's Office Of Emergency Services to complete the scope of the project included in the application;

WHEREAS, the City of South Gate ("Applicant") desires to apply for the California Governor's Office Of Emergency Services Grant Funds requesting \$1,226,000 to fund the Emergency Operation Center Project; and

WHEREAS, the Emergency Operation Center has a total budget of \$1,634,667, of which \$408,667 are matching funds.

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

SECTION 1. The City Council does hereby authorizes the filing of an application and accepts up to \$1,226,000 of California Governor's Office Of Emergency Services Grant Funds for the Emergency Operation Center Project.

SECTION 2. The City Council does hereby certify that said Applicant has financial capability to complete the Emergency Operation Center Project.

SECTION 3. The City Council does hereby certify that the Applicant has reviewed, understands, and agrees to the following:

1. The City Council is in support of this FY 2024 Emergency Operations Center Grant Program.

2. The City will provide all matching funds for the grant project.
3. Grant funds shall not be used to supplant expenditures that are controlled by the City.
4. The City Council authorizes the application for federal assistance and ensures proper planning and completion of the Emergency Operation Center Project described in the application.

SECTION 4. The City Council does hereby delegates authority to the City Manager, the Assistance City Manager/Director of Public Works, the Chief of Police and/or the Director of Parks and Recreation, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements and payment requests which may be necessary for the completion of the grant scope project.

SECTION 5. The City Council does hereby agree to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

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

PASSED, APPROVED and ADOPTED this 25th day of February 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

FEB 20 2025

FILED

11:25am

City of South Gate CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **February 25, 2025**

Originating Department: **Public Works**

Department Director:

Arturo Cervantes

City Manager:

Rob Houston

SUBJECT: AGREEMENT WITH OSCAR'S ELECTRIC, INC., FOR THE INSTALLATION OF THREE LEVEL 2 ELECTRIC VEHICLE CHARGING STATIONS AT CITY HALL

PURPOSE: To award an agreement to Oscar's Electric, Inc., for the installation of three Level 2 Electric Vehicle Charging Stations in the City Hall's underground parking garage.

RECOMMENDED ACTIONS: The City Council will consider:

- Approving an Agreement with Oscar's Electric, Inc., for the installation of three Level 2 Electric Vehicle Charging Stations in the City Hall's underground parking garage, in an amount not-to-exceed \$25,843;
- Appropriating \$35,000 from the AQMD Fund Balance to fully fund the purchase and installation of the Level 2 Electric Vehicle Charging Stations; and
- Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement with Oscar Electric, Inc., will be funded with \$25,843 in South Coast Air Quality Management District ("AQMD") Funds. The recommended appropriation is \$35,000 from the AQMD Fund Balance.

ANALYSIS: One of the City of South Gate's ("City") initiatives is to purchase electric vehicles ("EVs") as part of its commitment to environmental protection. This effort also requires the installation of Electric Vehicle Charging Stations ("EVCS"). The City's vision is to install Level 2 EVCS in City Hall's underground parking garage. To date, three charging stations have been installed, leaving a need for three more.

Staff recommends awarding a sole-source agreement to Oscar's Electric in the amount of \$25,843 to install the additional EVCS. Oscar's Electric has the necessary experience and expertise, having recently installed a Level 2 charging station and upgraded an existing one in City Hall's underground garage. They also conducted power monitoring, giving them a thorough understanding of the building's electrical equipment and supply. Given their familiarity with the system, they are well-positioned to install the new charging stations and complete the required electrical upgrades in a cost-effective manner.

While the proposed contract amount is \$25,843, the total project budget is \$35,000. This includes \$5,157 in contingency funds and \$4,000 to purchase three EVCS units.

BACKGROUND: This initiative seeks to improve the City's electric vehicle ("EV") infrastructure by installing three Level 2 EV charging stations in the underground parking garage at City Hall. These enhancements align with the City's sustainability goals and commitment to expanding EV accessibility for employees and visitors. By addressing the growing demand for EV charging, this project will contribute to a more sustainable and environmentally friendly community.

The scope of work includes:

- Installation of a 3-Phase transformer to support the additional electrical load.
- Installation of a 225 Amp, 120/208V 3-Phase panel to distribute power efficiently.
- Installation of three City-provided Level 2 charging stations.

Staff recommends awarding a \$25,843 contract to Oscar's Electric, Inc., a Santa Fe Springs-based contractor with over 30 years of experience in electrical infrastructure projects. The company previously installed and upgraded EV charging stations at City Hall and has a thorough understanding of the site's electrical system, ensuring a cost-effective and seamless installation.

Construction is scheduled to begin in March 2025, with an expected completion time of 1 to 2 weeks.

The total project budget is \$35,000, which includes contingency funds and the purchase of the three charging stations.

ATTACHMENT: Proposed Agreement (including Exhibit A)

DD:lc

**AGREEMENT FOR EV CHARGING STATION MAINTENANCE SERVICES
BETWEEN THE CITY OF SOUTH GATE AND
OSCAR'S ELECTRIC, INC.**

This Agreement for EV Charging Station Maintenance Services ("Agreement") is made and entered into on February 25, 2025, by and between the City of South Gate, a municipal corporation ("City") and Oscar's Electric, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Contractor for EV Charging Station Maintenance Services ("Maintenance Services");

WHEREAS, Contractor warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Maintenance Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Contractor to perform the Maintenance Services described in the Proposal attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the Maintenance Services ("Work") identified on Exhibit "A" hereto. The work to be performed shall be as directed by the City on the sewer system and water system ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated February 4, 2025 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** The maximum amount of compensation to be paid to Contractor hereunder, pursuant to this Agreement, shall not exceed **Twenty Five Thousand Eight Hundred Forty-Three Dollars (\$25,843)**, which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, are set forth on the Cost Proposal attached hereto as Exhibit "A". Except as may be specifically set forth in Exhibit "A" or approved by the City in writing on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "A", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and

invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **TERM OF AGREEMENT.** The term of this Agreement ("Term") shall commence on February 25, 2025, and shall terminate on February 25, 2026, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13 below. At the conclusion of this three-year period, the City at its option, and with City Council approval, may renew this contract for up to two consecutive periods of one year each, beginning February 26, 2026, and February 26, 2027. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.
4. **COMMENCEMENT OF THE WORK.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City's Director of Public Works ("Director"), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.
5. **INSPECTION OF WORK.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.
6. **SOUTH GATE BUSINESS LICENSE.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.
7. **CONTRACTOR MUST PAY PREVAILING WAGES TO ITS EMPLOYEES.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771.

Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **PERFORMANCE STANDARDS AND REQUIREMENTS.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.
9. **INDEPENDENT CONTRACTOR.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from

Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

- 10. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, Contractor 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, handicap or age. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor 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. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

- 11. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

- 11.1 Familiarity with Work.** Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that

Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

- 11.2 Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.
- 11.3 No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.
- 11.4 No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
- 11.5 No Conflict of Interest by City.** Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.
- 11.6 No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.
- 12. NON-EXCLUSIVITY.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit "A" which are the subject of this Agreement.
- 13. NO ASSIGNMENT.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description

of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegatees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **PUBLIC EMPLOYEES RETIREMENT SYSTEM.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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 the City.

15. **INSURANCE.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of “all-risk”, “fire legal liability”, and “personal injury” insurance.

15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor's performance of (or failure to perform) its obligations under this Agreement. Each

such policy shall be in the form of an Insurance Services Office ("ISO") Commercial General Liability Insurance policy, an ISO Comprehensive General Liability Insurance policy with Broad Form General Liability endorsement, or in any similar, commercially reasonable form. Without limiting the scope of coverage to be provided thereby, all such insurance shall specifically insure Contractor's performance of the indemnity provisions contained in Section 19 below as to liability for injury to or death of persons and injury or damage to property.

- 15.3 Worker's Compensation Insurance.** Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.
- 15.4 Automobile Liability Insurance.** Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence, and (b) Primary Property Damage of at least \$1,000,000 per occurrence.
- 15.5 Qualifications of Insurers.** Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).
- 15.6 City to be Named as Additional Insured Party.** All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement (CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.
- 15.7 Primary Insurance.** Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.
- 15.8 Blanket Policies.** Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.
- 15.9 Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any

cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

- 15.10 Waivers of Subrogation.** The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.
- 15.11 Verification of Coverage.** Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidence of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.
- 15.12 Form of Policies.** All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.
- 15.13 Policy Limits Do Not Limit Contractor's Liability.** The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.
- 16. TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "Termination Notice") that specifies a termination date (the "Early Termination Date") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or

reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. **NOTICE OF DEFAULT AND TERMINATION FOR CAUSE.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("Default Notice"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. **CITY'S REMEDIES FOR CONTRACTOR'S FAILURE TO PERFORM.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 **Forfeiture of Bond/Negotiation of Security.** The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

18.2 **Performance by City at Contractor's Expense.** Upon Contractor's default, the City may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced within ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or

advisable. All such Work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. The City's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of the City's demand for performance. If the City elects to complete (or arrange for completion of) the remaining Work, then the City may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by the City or its designee of the remaining Work.

18.3 Issuance of Cease-and-Desist Order. The City may issue a cease-and-desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease-and-desist order.

18.4 Injunctive Relief. The City shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. The City shall have the right to seek such relief without showing or proving any actual damage sustained by the City, and without posting bond or other security. In connection with the City's right to apply for the injunctive relief which is the subject of this Section 18.4, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

18.5 Other Relief. The City may seek any other remedies or relief, and take any other actions, available to the City under this Agreement, at law, or in equity.

19. INDEMNIFICATION AND DEFENSE. Contractor and its sureties (if any) shall indemnify 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.

20. MISCELLANEOUS.

20.1 Notices. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail

transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Arturo Cervantes,
Asst. City Manager/Dir. of Public Works
Telephone No.: (323) 563-9512
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Yodit Glaze, City Clerk
Telephone No.: (323) 563-9511
Fax No.: (323) 563-5411
E-mail: yglaze@sogate.org

To Contractor:
Oscar's Electric, Inc.
8304 Allport Ave.
Santa Fe Springs, California 90670
Attn: Oscar Flores
Title President
Telephone No.: (562) 696-4923
Fax No.: (562) 696-4904
E-mail: oscar@oscarelectric.com

With a copy (which shall not constitute notice)
to:
Raul F. Salinas, Esq.
Craig D. Hardwick, Esq.
Alvarado Smith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

20.2 Time. Time is of the essence of every provision contained in this Agreement.

20.3 Incorporation of Recitals and Exhibits. All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 Successors and Assigns. Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

- 20.5 Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.
- 20.6 Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.
- 20.7 Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.
- 20.8 Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non convenience and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
- 20.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.
- 20.10 Entire Agreement.** This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective

unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- 20.11 Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- 20.12 Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.
- 20.13 Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.
- 20.14 No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.
- 20.15 Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.
- 20.16 Joint and Several Liability.** If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.
- 20.17 No Third-Party Beneficiaries.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.
- 20.18 Patriot Act Compliance.** Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA

Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

[Remainder of page left blank intentionally]

20.19 City Council Approval Required for Effectiveness of Agreement.

Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

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:

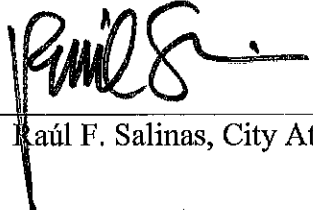
By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raúl F. Salinas, City Attorney

OSCAR'S ELECTRIC, INC.:

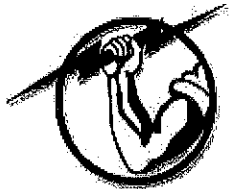
By: _____
Oscar Flores

Dated: _____

Exhibit “A”

Cost Proposal

A detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal which is attached following this Exhibit “A” cover page.



OSCAR'S ELECTRIC, INC.

8304 Allport Ave. Santa Fe Springs, CA 90670
STATE LIC. 743041

ELECTRICAL PROPOSAL

FROM:

OSCAR'S ELECTRIC, INC. Cell 213 -324 -3523
8304 Allport Ave. Off. 562 -696- 4924
Santa Fe Spring CA. 90670 Fax 562- 696- 4904
oscar@oscarselectric.com State Lice. 743041
michelle@oscarselectric.com www.oscarselectric.com

PAGE NO. 1 OF 1 PAGES

Quote #O5279

DATE: 2/4/2025

Revised on 2/6/2025

PROPOSAL SUBMITTED TO:

City of South Gate
Attn: Mr. Dy, Francisco

PHONE:

JOB NAME: New Transformer, New Basement 225A 120/208v 3p
Four EV charger circuits

JOB ADDRESS:

We hereby submit specifications for the provision of materials and labor to install a 75kva 480-120/208v. 3phase transformer and a 225A. 120/208v. 3p panel in the city basement parking, this installation will include to back-feed the existing 100A single-phase panel. Part of this installation consists of using the existing 1-1/2 rigid conduit that feeds the 100A panel for a new wire to feed the transformer. As requested by Derwin and Francisco, we are including the electrical installation of four level 1 EV chargers. 240v. single phase circuits

Total materials and labor	\$13,861.00
Total addition to the project	\$11,982.00
Total	\$25,843.00

NOTE: 1. We do not include the EV chargers

NOTE: 2 We do not include any city permits. If requested, we will price it separately based on the Engineering plans

NOTE: 3 We will use EMT conduit for this installation

We hereby propose to furnish labor & material –complete in accordance with the above specifications, for the amount of: **TWENTY FIVE THOUSAND EIGHT HUNDRED FORTY THREE DOLLARS AND NO CENTS (\$25,843.00)**
with payment to be made upon completion.

Acceptance of this proposal by Owner or Contractor shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. All Sums not paid when due shall bear interest at the maximum legal rate permitted by law whichever is less; and all cost of collection, including a reasonable attorney's fee, shall be paid by contractor/Owner. All material is guaranteed to be as specified. All work to be completed in a work like manner according to standard practices. Any alteration from above specifications involving extra cost will be executed only upon written orders or verbal approval if it doesn't exceed an extensive amount of monies and will become an extra charge over the amount stated on this proposal. Oscar's Electric, Inc. shall not be responsible for delays or defaults where occasioned by any cause of any kind and extend beyond its control, including but not limited to: delays caused by Owner, general contractor, architect and/or engineers delays in transportation, civil disorders, strikes, accidents, fires, floods, acts of God. This proposal subject to acceptance within 30days and it is void thereafter at the option of the undersigned.

Authorized Signature *Oscar E. Flore*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

DATE _____

Signature _____

DATE _____

Signature _____

FEB 20 2025

FILED 11:25 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **February 25, 2025**

Originating Department: **Public Works**

Department Director: _____

Arturo Cervantes

City Manager: _____

Rob Houston

SUBJECT: NOTICE OF COMPLETION OF CONSTRUCTION OF THE AUTOMATIC METER READING ("AMR") UPGRADE PHASE III, CITY PROJECT NO. 649-WTR

PURPOSE: To accept as complete the construction of the Automatic Meter Reading ("AMR") Upgrade, Phase III Project ("Project"). With the completion of construction, the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City of South Gate ("City") to accept completion of the Project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

- Accepting completion of the AMR Upgrade, Phase III City Project No. 649-WTR by T.E. Roberts, Inc., effective February 25, 2025; and
- Directing the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The final construction cost is \$1,239,753, and it was funded with Water funds. The Project is budgeted in the amount of \$1,578,966 in Water Funds as summarized below.

Services	Budget
Design Phase	\$10,000
Construction Contract	\$1,239,753
Construction Management	\$131,716
Staff Time	\$50,000
Contingency	\$147,497
Total Project	\$1,578,966

ANALYSIS: Construction of the Project is complete. Staff is preparing to release the final retention payment to T.E. Roberts, Inc. The Public Contract Code establishes requirements that the City must abide to prior to releasing the final retention payment for the Project. The Notice of Completion provides written notice to concerned parties that all work on the Project has been completed. The Notice of Completion initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a

part or all of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention payment and any remaining amount due to the Contractor.

BACKGROUND: The AMR Upgrade Phase III Project was implemented to replace aging water meters across the City's water system. As part of this initiative, approximately 1,700 water meters in the northwest section of the City were upgraded to advanced AMR meters. These state-of-the-art meters provide more accurate readings, significantly reducing the time required for meter reading. This streamlined process not only minimizes the need for re-reads but also allows meter readers to focus their efforts on other essential tasks, saving valuable time and resources for the City.

On January 23, 2024, the City Council awarded a \$1,267,250 construction contract to T.E. Roberts, Inc., for the project. Due to the extended procurement time for water meter delivery, construction commenced on August 26, 2024, and was completed on January 10, 2025.

The contractor has fulfilled all contract obligations, completing the work in accordance with approved plans and specifications while maintaining quality craftsmanship, staying within budget, and meeting the project timeline. The Project completed has been inspected and confirmed to meet all required standards.

The City Council may now accept the Project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS: A. Notice of Completion
B. Contract No. 2024-03-CC*

*Each document is available for review through the City Clerk's Office.

DD:lc

RECORDING REQUESTED BY
CITY OF SOUTH GATE
AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
- 4 A work of improvement on the property hereinafter described was COMPLETED ON January 10, 2025
- 5 The name of the CONTRACTOR, if any, for such work of improvement was T.E. Roberts, Inc.

- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

AUTOMATIC METER READING (AMR) UPGRADE, PHASE III, CITY PROJECT NO. 649-WTR, REPLACED 1700 METERS LOCATED ON THE NORTH WEST SECTION OF THE CITY.

- 7 The street and address of said property is: Between Long Beach Blvd & San Juan and Between Santa Ana St and Independence Ave. Dated: February 25, 2025

- 8 Signature of }

Owner or Owners

Maria Davila, Mayor
City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above

Office of the
South Gate City Clerk

FEB 20 2025

FILED

11:25am

City of South Gate CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **February 25, 2025**

Originating Department: **Public Works**

Department Director:


Arturo Cervantes

City Manager:


Rob Houston

SUBJECT: NOTICE OF COMPLETION FOR THE LONG BEACH BOULEVARD STREET IMPROVEMENTS PROJECT, CITY PROJECT NO. 515-ST, FEDERAL PROJECT NOS. ATPL-5257(033) AND HSIPL-5257(037)

PURPOSE: Construction on the Long Beach Boulevard Street Improvements Project ("Project") has been completed, and the retention payment to the contractor is due. In compliance with Section 7107 of the Public Contract Code, the City of South Gate ("City") must formally accept the completion of the Project and issue public notice before releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Accepting completion of construction, effective February 21, 2025, of the Long Beach Boulevard Street Improvements, City Project No. 515-ST, constructed by Sequel Contractors, Inc.; and
- b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact on the General Fund. The final construction contract amount is \$7,626,833, which includes:

- The original contract amount of \$7,578,763
- Change Order No. 1, which increased the contract by \$408,071
- Change Order No. 2, which reduced the contract by \$360,000

The Project is funded through \$10,565,708 in grants and local return funds, as detailed in Attachment E.

ANALYSIS: Construction of the Project is complete. Staff is preparing to release the final payment to Sequel Contractors, Inc. The Public Contract Code Section 7107 establishes that the City must accept the completion of construction and issue a public notice of such prior to releasing the final payment on construction projects. The Notice of Completion ("NOC") meets this requirement. It provides written notice to concerned parties that all work on the project has been completed. The NOC initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on The Boulevard Project. The City may use a part, or all, of the 5% retention payment to settle any liens exercised against the City. If no

liens or claims have been filed within 35 days of the filing of the NOC, the City will release the retention and any remaining amounts due to the Contractor.

Contract No. 2023-67-CC required a 5% retention be held from construction invoice payments, which totaled \$381,342 and released within 60 days of completion of the work. Construction will be completed on February 21, 2025; thus, the retention payment is due April 21, 2025. However, the Public Works Department plans to authorize release of 50% of the retention amount after City Council approval of the NOC and then release the balance on April 21, 2025. This is justified because SCE is taking longer than expected to schedule crews to energize a service pedestal that was installed on the Project. SCE plans to energize it in March 2025. This creates a schedule extension that is beyond the contractor's control. Further, the schedule extension does not impact the status of work already completed by the contractor for which liens could be filed. Withholding 50% retention would suffice in meeting contract obligations.

BACKGROUND: This project is part of the Capital Improvement Program, aimed at enhancing safety, traffic circulation, landscaping, greening, and beautification along Long Beach Boulevard from Santa Ana Street to Tweedy Boulevard. Using a complete streets approach, the project improves conditions for vehicles, bicycles, and pedestrians while supporting energy efficiency and alternative transportation.

On May 23, 2023, the City Council approved Contract No. 2023-67-CC with Sequel Contractors, Inc., for \$7,578,763. Construction began September 11, 2023, and concluded February 21, 2025.

Two change orders were necessary to complete construction and approved administratively, as follows:

- On February 10, 2025, Change Order No. 1 was administratively approved in the amount of \$408,071. Improvements included unforeseen electrical work, curb ramps, median island, solar-powered irrigation system, relocation of pedestrian lighting, and traffic safety improvements.
- On February 18, 2025, Change Order No. 2 was administratively approved, resulting in a \$360,000 cost reduction in the contract amount. This reflects a \$517,361 deduction for work that was not needed to complete construction. It also reflects \$157,361 for additional improvements completed, work such as expanded pavement removal and replacement, increased median and parkway topsoil application, additional concrete work for parkway bioswale installation, additional traffic pushbutton installations and pedestrian lighting.

The final contract amount was \$7,626,833.

The contractor has fulfilled all contract obligations, completing the work in accordance with approved plans and specifications while maintaining quality craftsmanship, staying within budget, and meeting the project timeline. The project completed has been inspected and confirmed to meet all required standards.

The City Council is now positioned to accept the completion of the Project and file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS: A. Notice of Completion
B. Proposed Change Order No. 2
C. Change Order No. 1
D. Contract No. 2023-67-CC Sequel*
E. Budget Summary
F. Location Map

*Each document is available for review through the City Clerk's Office.

KT:lc

RECORDING REQUESTED BY
CITY OF SOUTH GATE
AFTER RECORDING MAIL TO

CITY CLERK OFFICE
 CITY OF SOUTH GATE
 8650 CALIFORNIA AVENUE
 SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any Interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	
- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
- 4 A work of improvement on the property hereinafter described was COMPLETED ON 02/21/2025
- 5 The name of the CONTRACTOR, if any, for such work of improvement was Sequel Contractors, Inc., 13546 Imperial Highway, Santa Fe Springs, CA 90670
- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

THE LONG BEACH BOULEVARD STREET IMPROVEMENTS PROJECT,
CITY PROJECT NO. 515-ST, FEDERAL PROJECT NOS. ATPL-5257(033) AND HSIPL-5257(037)

- 7 The street and address of said property is: 8620 California Ave, Dated: February 25, 2025
South Gate, CA 90280

- 8 Signature of }

Owner or Owners Maria Davila, Mayor
City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
Capital Projects Division
CONTRACT CHANGE ORDER NO. 2 (BALANCING)**

PROJECT NAME: Long Beach Boulevard Street Improvements Tweedy Blvd to Santa Ana St

TO: Sequel Contractors, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES			
	Description (Detailed Explanation Attached)	Change In Contract Price ¹	Change in Work Days
1	Item 6 Remove and Construct PCC Sidewalk over 6 Inch Compacted AB	-\$80,586.00	0
2	Item 8 Remove and Construct Curb and Gutter Type A-2	-\$17,400.00	0
3	Item 9 Remove and Construct Cross Gutter & Spandrel	\$6,000.00	0
4	Item 10 Install Pedestrian Lighting Conduit and Cable	-\$48,413.70	0
5	Item 11 Install Pedestrian Lighting Luminaire with LED Lamp, Foundation	-\$28,000.00	0
6	Item 12 Install Electrical Service Pedestal and Meter Cabinet	-\$110,000.00	0
7	Item 13 Install Pedestrian Push Button Post	-\$16,000.00	0
8	Item 16 Remove Existing Tree	\$5,100.00	0
9	Item 17 Plant 15 Gal. Trees	-\$3,500.00	0
10	Item 18 Adjust Street Light/Traffic Signal Pull Box to Grade	-\$30,500.00	0
11	Item 19 Adjust Water Meter Box to Grade	-\$2,000.00	0
12	Item 26 Construct Median Curb, Type B-6	-\$7,602.00	0
13	Item 27 Construct Median Curb, Type A3-6	-\$16,944.00	0
14	Item 28 Construct 9" Concrete Pavement/6" Aggregate Base	-\$10,600.00	0
15	Item 29 Construct Median Surface - Cobblestone Paving	-\$49,308.00	0
16	Item 30 Construct Median Surface - Decomposed Granite	\$414.00	0
17	Item 33 Install Loop Detectors	\$2,250.00	0
18	Item 39 Excavation - Concrete Pavement & Median Removal	\$6,507.00	0
19	Item 40 Excavation - Asphalt Concrete Removal	\$20,166.00	0
20	Item 41 Excavation - Unclassified (Overexcavation In Median Planting	\$7,853.65	0
21	Item 42 Topsoil (median and tree wells)	\$9,196.15	0
22	Item 43 Bioswale Soil Mix	-\$4,891.50	0
23	Item 44 Median Landscaping	\$5,258.00	0
24	Item 45 Irrigation System	\$11,115.00	0
25	Item 48 Parkway Bioswale - Remove and Replace Curb and Gutter	-\$1,400.00	0
26	Item 49 Parkway Bioswale - Sidewalk Removal and Bioswale Excavation	-\$4,493.75	0
27	Item 50 Parkway Bioswale - Sidewalk	-\$52,740.00	0
28	Item 54 Parkway Bioswale - Adjust Sewer Cleanout to Grade	-\$4,000.00	0
29	Item 55 Parkway Bioswale - Landscaping	-\$1,728.00	0
30	Item 56 Median Trees	\$4,725.00	0
31	Item 58 UGG Informational Signs	-\$4,000.00	0
32	Item 63 Cold Mill Existing AC Pavement (3 inch)	\$17,727.50	0
33	Item 64 Construct ARHM Overlay (3 inch)	\$33,694.32	0
34	Item 65 Adjust Manhole and Cover to Finished Grade	\$4,000.00	0
Net Change in Contract Price and Work Days		-\$360,000.33	0

¹ Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT	\$	7,578,763.00
CHANGE ORDER 1		\$408,070.58
CHANGE ORDER 2 (BALANCING)	\$	(360,000.33)
TOTAL	\$	7,626,833.25

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK		DATE
CONTRACT WORKING DAYS	100	X
TIME EXTENSION: CCO 1 (FINAL)	0	Y
NEW TOTAL WORKING DAYS	100	X+Y
LAST DAY OF WORK:		NEW DATE

CHANGE ORDER DETAIL

CHANGE ORDER NO.

PROJECT NAME:

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs:

(A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1: Adjustment of Final Bid Quantities

A. Reason for Change:

Due to conditions encountered during construction, modifications to the amount of work were determined to be appropriate, and the changes were addressed by means of adjusting applicable contract quantities, as outlined below

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
1	Item 6 Remove and Construct PCC Sidewalk over 6 inch Compacted AB	SF	\$ 18.00	29477.00	25000.00	-4477.00	\$ (80,586.00)
2	Item 8 Remove and Construct Curb and Gutter Type A-2	LF	\$ 100.00	1174.00	1000.00	-174.00	\$ (17,400.00)
3	Item 9 Remove and Construct Cross Gutter & Spandrel	SF	\$ 30.00	5941.00	6141.00	200.00	\$ 6,000.00
4	Item 10 Install Pedestrian Lighting Conduit and Cable	LF	\$ 90.00	11400.00	10862.07	-537.93	\$ (48,413.70)
5	Item 11 Install Pedestrian Lighting Luminaire with LED Lamp, Foundation and Pullbox	EA	\$ 14,000.00	86.00	81.00	-2.00	\$ (28,000.00)
6	Item 12 Install Electrical Service Pedestal and Meter Cabinet	EA	\$ 55,000.00	5.00	3.00	-2.00	\$ (110,000.00)
7	Item 13 Install Pedestrian Push Button Post	EA	\$ 4,000.00	15.00	11.00	-4.00	\$ (16,000.00)
8	Item 16 Remove Existing Tree	EA	\$ 1,700.00	62.00	65.00	3.00	\$ 5,100.00
9	Item 17 Plant 15 Gal. Trees	EA	\$ 350.00	53.00	43.00	-10.00	\$ (3,500.00)
10	Item 18 Adjust Street Light/Traffic Signal Pull Box to Grade	EA	\$ 500.00	102.00	41.00	-61.00	\$ (30,500.00)
11	Item 19 Adjust Water Meter Box to Grade	EA	\$ 500.00	7.00	3.00	-4.00	\$ (2,000.00)
12	Item 26 Construct Median Curb, Type B-6	LF	\$ 42.00	6019.00	5838.00	-181.00	\$ (7,602.00)
13	Item 27 Construct Median Curb, Type A3-6	LF	\$ 48.00	2698.00	2345.00	-353.00	\$ (16,944.00)
14	Item 28 Construct 9" Concrete Pavement/6" Aggregate Base	SF	\$ 100.00	660.00	555.00	-105.00	\$ (10,500.00)
15	Item 29 Construct Median Surface - Cobblestone Paving	SF	\$ 12.00	13409.00	9300.00	-4109.00	\$ (49,308.00)
16	Item 30 Construct Median Surface - Decomposed Granite	SF	\$ 9.00	2024.00	2070.00	46.00	\$ 414.00
17	Item 33 Install Loop Detectors	EA	\$ 375.00	86.00	92.00	6.00	\$ 2,250.00
18	Item 39 Excavation - Concrete Pavement & Median Removal	SF	\$ 3.00	12796.00	14965.00	2169.00	\$ 6,507.00
19	Item 40 Excavation - Asphalt Concrete Removal	SF	\$ 3.00	16024.00	22746.00	6722.00	\$ 20,166.00
20	Item 41 Excavation - Unclassified (Overexcavation in Median Planting Areas)	CY	\$ 95.00	675.00	757.67	82.67	\$ 7,853.65
21	Item 42 Topsoil (median and tree wells)	CY	\$ 85.00	725.00	833.19	108.19	\$ 9,196.15
22	Item 43 Bioswale Soil Mix	Cy	\$ 150.00	250.00	217.39	-32.61	\$ (4,891.50)
23	Item 44 Median Landscaping	SF	\$ 5.50	9096.00	10052.00	956.00	\$ 5,258.00
24	Item 45 Irrigation System	SF	\$ 15.00	12461.00	13202.00	741.00	\$ 11,115.00

25	Item 48 Parkway Bioswale - Remove and Replace Curb and Gutter	LF	\$ 100.00	585.00	571.00	-14.00	\$ (1,400.00)
26	Item 49 Parkway Bioswale - Sidewalk Removal and Bioswale Excavation	CY	\$ 125.00	470.00	434.05	-35.95	\$ (4,493.75)
27	Item 50 Parkway Bioswale - Sidewalk	SF	\$ 10.00	5960.00	686.00	-5274.00	\$ (52,740.00)
28	Item 54 Parkway Bioswale - Adjust Sewer Cleanout to Grade	EA	\$ 800.00	5.00	0.00	-5.00	\$ (4,000.00)
29	Item 55 Parkway Bioswale - Landscaping	SF	\$ 8.00	3366.00	3150.00	-216.00	\$ (1,728.00)
30	Item 56 Median Trees	EA	\$ 225.00	102.00	123.00	21.00	\$ 4,725.00
31	Item 58 UGG Informational Signs	EA	\$ 2,000.00	2.00	0.00	-2.00	\$ (4,000.00)
32	Item 63 Cold Mill Existing AC Pavement (3 inch)	SF	\$ 0.50	292210.00	327665.00	35455.00	\$ 17,727.50
33	Item 64 Construct ARHM Overlay (3 inch)	TON	\$ 132.00	5115.00	5370.26	255.26	\$ 33,694.32
34	Item 65 Adjust Manhole and Cover to Finished Grade	EA	\$ 1,000.00	36.00	40.00	4.00	\$ 4,000.00

¹ Deduction or decrease in Contract Price is denoted in parentheses.

C. Change In Contract Costs

Add \$ (360,000.33)

D. Change In Completion Date:

Add Working Days 0

SIGNATURE PAGE TO FOLLOW:

The original Contract Price was
Contract Change Order No. 1(final) increase/ decreased the Contract Price by
The new Contract price will be
Increase/ Decrease of percentage to the original Contract

\$	7,578,763.00
\$	(360,000.33)
\$	7,626,833.25
	100.63%

The original Contract Time of 200 Working day was extended by 0 Working Days Per
Change Order No. 2. The last contract Working Day is the new Date

Ordered: _____
Rob Houston, City Manager

Date: _____

Concurred by: _____
Arturo Cervantes, Assistant City Manager/Director of Public Works

Date: _____

Concurred by: _____
Luis Osuna, Deputy City Engineer

Date: _____

Concurred by: _____
Kenneth Tang, Senior Engineer

Date: _____

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name: _____
Title: _____

Date: _____

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
Capital Projects Division
CONTRACT CHANGE ORDER NO. 1 (Final)**

PROJECT NAME: Long Beach Boulevard Street Improvements Tweedy Blvd to Santa Ana St

TO: Sequel Contractors, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES			
	Description (Detailed Explanation Attached)	Change in Contract Price ¹	Change in Work Days
1	Relocation of existing pedestrian head at Palm Ave NW corner traffic signal due to new ramp construction	\$3,505.97	0
2	Contractor to procure traffic pull boxes for new ramp and sidewalk construction	\$4,846.09	0
3	Removal of existing marble light poles and replace poles with new Type 15 poles for the new rapid beacon equipment and signs	\$44,122.53	0
4	Procure 4 additional pedestrian Ashbury lights and poles per field operations department	\$32,027.93	0
5	Install 6 each street name signs	\$23,462.41	0
6	Install PCC median island at Long Beach and Santa Ana street	\$25,032.31	0
7	Procure 3 Solar Powered Irrigation Controllers	\$13,966.45	0
8	AC Levelling Course	\$28,000.00	0
9	Slurry seal ninety (90) pull boxes for pedestrian lights	\$65,379.60	0
10	Additional striping and pavement markings per revised plans	\$41,163.31	0
11	Install Bollards two (2) crosswalks, Glenwood Place and Pine Place	\$17,268.29	0
12	Install 4" traffic button raised yellow markers around the cobblestone curb at 12" on center at ADA curb ramps	\$4,000.00	0
13	Reconstruct curb ramps at NE corner Tweedy and NE corner of Southern Ave	\$47,503.00	0
14	Remove "No U-Turn" signs on signal mast arms at Palm Place	\$2,000.00	0
15	Install additional conduit for SCE pedestal at 2806 Ardmore Ave.	\$30,000.00	0
16	Various Time and Material tickets for work throughout the project	\$25,792.69	0
Net Change in Contract Price and Work Days		\$408,070.58	

¹ Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT	\$	7,578,763.00
CHANGE ORDER 1 (FINAL)	\$	408,070.58
TOTAL	\$	7,986,833.58

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK	9/11/2023	DATE
CONTRACT WORKING DAYS	200	X
TIME EXTENSION: CCO 1 (FINAL)	0	Y
NEW TOTAL WORKING DAYS	200	X+Y

LAST DAY OF WORK:

NEW DATE

CHANGE ORDER DETAIL

CHANGE ORDER NO.

1

PROJECT NAME:

Long Beach Boulevard Street Improvements Tweedy Blvd to Santa Ana St

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs:

(A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1:

A. Reason for Change:

Due to the new construction of the curb ramp at the northwest corner of Palm and Long Beach Blvd. the pedestrian head and pole had to be relocated in order to meet ADA compliance for the new ramp. The plans did not call for modifications to the existing conditions.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
1	Relocation of existing pedestrian pole/head at Palm Ave NW corner traffic signal due to new ramp construction	LS	\$ 3,505.97	1.00	1.00	1.00	\$ 3,505.97

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 3,505.97

D. Change in Completion Date:

Add Working Days 0

Item No. 2:

A. Reason for Change:

The contract documents specified the city was to provide all pull boxes that were to be replaced due to new construction. The city did not have enough pull boxes and requested the contractor to procure a specific amount of boxes for the project. Any remaining boxes will be sent to the city yard.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
2	Contractor to procure traffic pull boxes for new ramp and sidewalk construction	LS	\$ 4,846.09	1	1	1	\$ 4,846.09

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 4,846.09

D. Change in Completion Date:

Add Working Days 0

Item No. 3:**A. Reason for Change:**

The plans call for new Rapid Beacons to be installed at Glenwood and all equipment to be installed on the existing poles. The existing poles were marble light poles which were not capable for installing any signs or beacons onto them. The poles had to be replaced with Type 15 metal poles. Work included removing and salvaging equipment to the city yard and installing the new poles and foundations.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
3	Removal of existing marble light poles and replace poles with new Type 15 poles for the new rapid beacon equipment and	LS	\$ 44,122.53	1	1	1	\$ 44,122.53

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 44,122.53

D. Change in Completion Date:

Add Working Days 3

Item No. 4:**A. Reason for Change:**

The city field operations department requested four (4) additional pedestrian light and poles be provided as spares to the city yard in case of damage to the poles by the public due to the poles not being a standard pole.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
4	Procure 4 additional pedestrian Ashbury lights and poles per field operations department	LS	\$ 32,027.93	1	1	1	\$ 32,027.93

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 32,027.93

D. Change in Completion Date:

Add Working Days 0

Item No. 5:**A. Reason for Change:**

The city requested to replace deteriorating street name signs at three (3) locations which was not part of the project. The locations were Kansas Ave., Southern Ave., and Ardmore Ave.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
5	Install six (6) each street name signs	LS	\$ 23,462.41	1	1	1	\$ 23,462.41

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 23,462.41

D. Change in Completion Date:

Add Working Days 0

Item No. 6:

A. Reason for Change:

The city requested to install a small concrete median island at Long Beach Blvd. and Santa Ana. This was to prevent vehicles from continuing in the opposing left turn lane in order to enter the shopping mall. The contractor had to remove the existing pavement and construct a concrete curb and fill the area with concrete, along with paint and delineators.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
6	Install PCC median island at Long Beach and Santa Ana street	LS	\$ 25,032.31	1	1	1	\$ 25,032.31

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 25,032.31

D. Change in Completion Date:

Add Working Days 0

Item No. 7:

A. Reason for Change:

The contractor was requested to procure three (3) solar powered irrigation controllers due to the lack of SCE final plans being completed and power being supplied for the project and the contractor installing landscaping which needed to be water. This prevented delays to the landscaping work being completed.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
7	Procure 3 Solar Powered Irrigation Controllers	LS	\$ 13,966.45	1	1	1	\$ 13,966.45

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 13,966.45

D. Change in Completion Date:

Add Working Days 0

Item No. 8:

A. Reason for Change:

Per the contract requirements 2.5 inches was required for a rubberized cap to be done once the grinding of the pavement was completed. Per the discussions with the designer it was determined to reduce the rubberized cap and place a leveling course to promote a smoother finish to the pavement.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
8	Asphalt Concrete Leveling Course	LS	\$ 28,000.00	1	1	1	\$ 28,000.00

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 28,000.00

D. Change in Completion Date:

Add Working Days

Item No. 9:

A. Reason for Change:

The city requested the contractor to slurry seal all new pedestrian light pole pull boxes, in order to prevent theft of the wiring which is a major issue in the city. Contractor shall complete the work once all wiring is in place and lights have been tested.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
9	Slurry seal ninety (90) pull boxes for pedestrian lights	EA	\$ 726.44	90	90	90	\$ 65,379.60

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 65,379.60

D. Change in Completion Date:

Add Working Days

Item No. 10:

A. Reason for Change:

The city and designer made changes to the striping plans which added and removed some items. The changes were the result of added striping and pavement markings, including red curb, arrows, yellow paint at median noses, and removal of some bike markings and crosswalk. Revised plans were provided by the designer.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
10	Additional striping and pavement markings per revised plans	LF	\$ 41,163.31	1	1	1	\$ 41,163.31

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 41,163.31

D. Change in Completion Date:

Add Working Days 0

Item No. 11:

A. Reason for Change:

The city requested the contractor to provide and install bollards at the two (2) new crosswalk locations at Glenwood Ave. and Pine Place in the median areas. This is to prevent vehicles from using the areas to drive through and cross the street.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
11	Install Bollards two (2) crosswalks, Glenwood Pl and Pine Pl	LS	\$ 17,268.29	1	1	1	\$ 17,268.29

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 17,268.29

D. Change in Completion Date:

Add Working Days 0

Item No. 12:

A. Reason for Change:

The city requested the contractor to install 4" traffic buttons around the newly placed cobblestone at the curb ramps to help prevent pedestrians from tripping on the cobblestone. This is also to prevent pedestrians from walking on the cobblestone and to use the ramp area.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
12	Install 4" traffic button raised yellow markers around the cobblestone curb at 12" on center at ADA curb ramps	LS	\$ 4,000.00	1	1	1	\$ 4,000.00

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 4,000.00

D. Change in Completion Date:

Add Working Days 0

Item No. 13:

A. Reason for Change:

It was determined that the ramps at the NE corner of Tweedy and the NE corner of Southern, which had cobblestone had pedestrians walking on the cobble which is a non walkable surface and creating a potential safety problem with people going into the street. The ramp at Southern was also determined to be the wrong type of ramp and both were reconstructed due to the angle of the two streets. Pedestrian push buttons were also installed to meet ADA requirements. All work was completed on time and material basis.

B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
13	Reconstruct curb ramps at NE corner Tweedy and NE corner of Southern Ave	T&M	\$ 47,503.00	1	1	1	\$ 47,503.00

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 47,503.00

- D. Change in Completion Date:
Add Working Days

Item No. 14:

- A. Reason for Change:

Due to the new construction of the median island along Long Beach Blvd. north of Palm Ave., the city requested the contractor to remove the "No U-turn" signs that were on the traffic signal mast arms. This will allow vehicles to access the shopping areas more easily. All work was done on a time and material basis.

- B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
14	Remove "No U-turn" signs on signal mast arms at Palm Pl	T&M	\$ 2,000.00	1	1	1	\$ 2,000.00

¹Deduction or decrease in Contract Price is denoted in parentheses.

- C. Change in Contract Costs
Add \$ 2,000.00

- D. Change in Completion Date:
Add Working Days

Item No. 15:

- A. Reason for Change:

SCE power connection which was shown on the plans was not a viable locations for a power connection as determined by SCE. A new location which was further than shown on the plans required the contractor to install an additional length of conduit and conductors.

- B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹
15	Install additional conduit for SCE pedestal at 2806 Ardmore	LS	\$ 30,000.00	1	1	1	\$ 30,000.00

¹Deduction or decrease in Contract Price is denoted in parentheses.

- C. Change in Contract Costs
Add \$ 30,000.00

- D. Change in Completion Date:
Add Working Days

Item No. 16:

- A. Reason for Change:

Various time and material work to remove/replace cobblestone and place temporary asphalt at curb ramps for safety of the pedestrians. Assist city water department for water line damage in street due to not marked out or shown on project plans.

- B. Description of Change:

Item	Description	Unit	Unit Price	Bid or Current Approved QTY	Final QTY	Change	Change in Cost ¹

16	Various Time and Material tickets for work to remove/replace cobble and place temp AC at ramps. Assist city water department for waterline damage not shown on plans.	LS	\$ 25,792.69	1	1	1	\$ 25,792.69

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Costs

Add \$ 25,792.69

D. Change in Completion Date:

Add Working Days

SIGNATURE PAGE TO FOLLOW:

The original Contract Price was	\$ 7,578,763.00
Contract Change Order No. 1(final) increase/ decreased the Contract Price by	\$ 408,070.58
The new Contract price will be	\$ 7,986,833.58
Increase/ Decrease of percentage to the original Contract	105.38%

The original Contract Time of 200 Working day was extended by Working Days Per
Change Order No. 1. The last contract Working Day is the new Date

Ordered:

Rob Houston, City Manager

Date: _____

Concurred by:

Arturo Cervantes, Assistant City Manager/Director of Public Works

Date: _____

Concurred by:

Luis Osuna, Deputy City Engineer

Date: _____

Concurred by:

Kenneth Tang, Senior Engineer

Date: _____

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name:

Title:

Date: _____

ATTACHMENT E - BUDGET SUMMARY

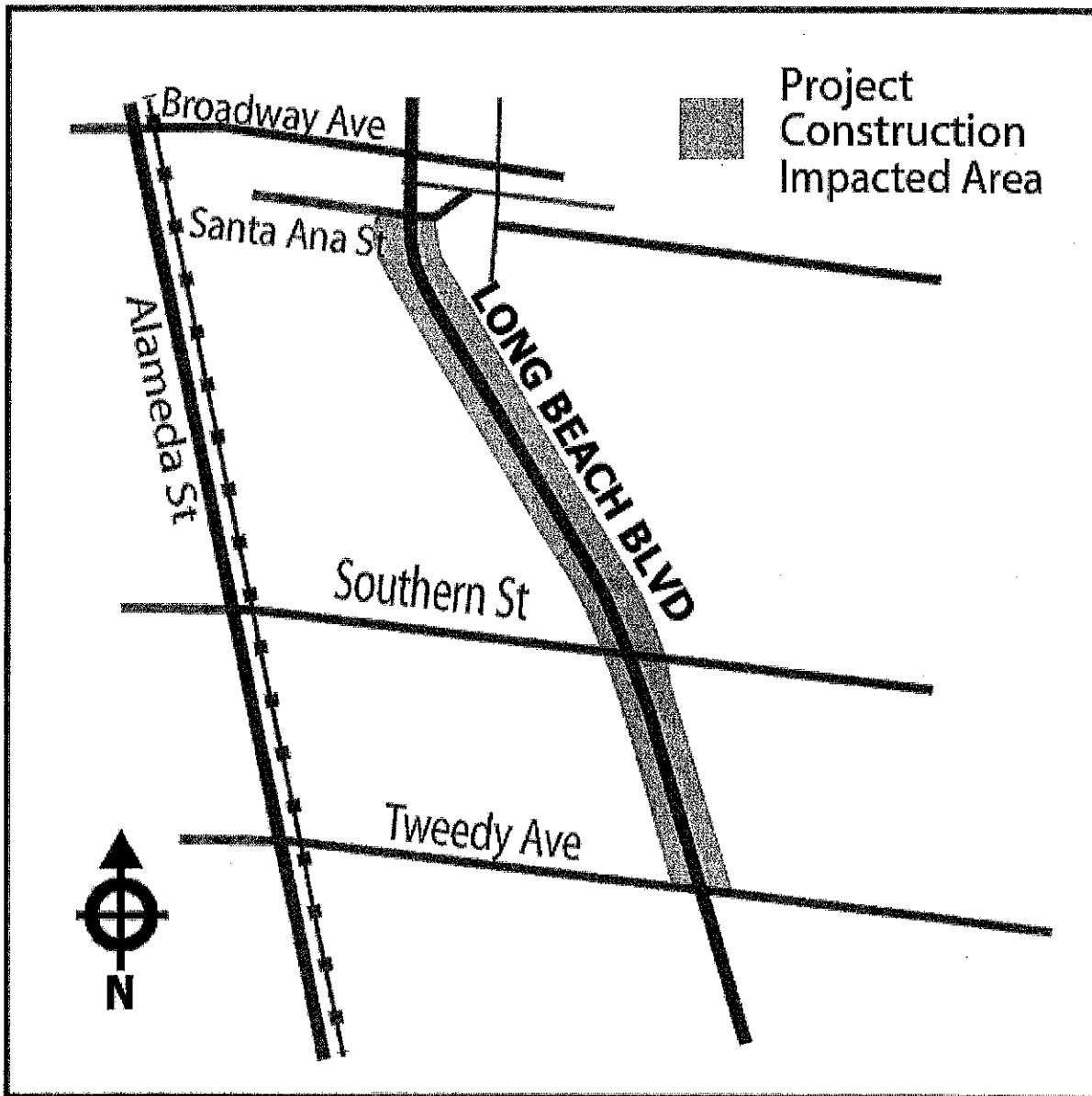
Last Updated: 2/4/2025

Project Description	Long Beach Boulevard, 515-ST, ATPL-5257(033) AND HSIPL-5257(037)											Total
CIP Account No.	311-790-31-9565											
City Council Action				**5-Year CIP		**5-Year CIP					CC Action 5/23/2023	
Funding Sources	ATP Funds	HSIP Funds	Urban Greening	Prop C Funds	Measure R	SB-1 Funds	Road Mitigation Fee	TDA 3 Bikeway	Budget Adj	Gas Tax	Road Mitigation Fee	
	\$ 2,250,000	\$ 1,485,810	\$ 1,779,200	\$ 1,170,000	\$ 1,295,398	\$ 500,000	\$ 300,000	\$ 124,620	\$ 1,014,435	\$ 80,140	\$ 780,000	\$ 10,779,603
Public Outreach, staff time, PM services	\$ 26,000	\$ 67,500		\$ 39,000	\$ 160,231				\$ 83,675	\$ 73,741		\$ 450,147
Design Contract (Mark Thomas)	\$ 301,000	\$ 275,000	\$ 80,000		\$ 8,592							\$ 664,592
Amendment 1 (Mark Thomas)					\$ 67,850							\$ 67,850
Amendment 2 (Mark Thomas)				\$ 67,515								\$ 67,515
Amendment 3 (Mark Thomas)				\$ 68,582								\$ 68,582
Construction Contract	\$ 1,923,000	\$ 1,008,310	\$ 1,429,200	\$ 580,000	\$ 809,490	\$ 300,000	\$ 150,000	\$ 124,620	\$ 475,380		\$ 778,763	\$ 7,578,763
Construction Contingency												\$ -
CCO No. 1				\$ 184,658	\$ 110,000	\$ 50,000	\$ 63,413					\$ 408,071
CCO No. 2 (credits)				\$ (90,000)	\$ (90,000)	\$ (90,000)	\$ (90,000)					\$ (360,000)
Emergency Sinkhole Repair Transfer				\$ 38,393			\$ 26,798					\$ 65,191
Budget Adjustments & Amendmens				\$ 96,607	\$ 131,235	\$ 90,000	\$ 78,553		\$ 355,380			\$ 751,775
Const. Management Contract			\$ 170,000	\$ 50,241	\$ 98,000	\$ 150,000						\$ 468,241
Amendment 1 (Gannett Fleming)				\$ 64,869			\$ 50,000				\$ 1,237	\$ 116,106
Staff Time*		\$ 135,000	\$ 100,000	\$ 70,135			\$ 5,931		\$ 100,000	\$ 6,399		\$ 417,465
Construction Support (Elite Engineers)							\$ 15,305					\$ 15,305
Total	\$ 2,250,000	\$ 1,485,810	\$ 1,779,200	\$ 1,170,000	\$ 1,295,398	\$ 500,000	\$ 300,000	\$ 124,620	\$ 1,014,435	\$ 80,140	\$ 780,000	\$ 10,779,603
Remaining Balance:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Cost:	\$10,779,603											

ATTACHMENT F

LOCATION MAP

THE LONG BEACH BOULEVARD STREET IMPROVEMENTS PROJECT
CITY PROJECT NO. 515-ST



Office of the
South Gate City Clerk

FEB 10 2025

FILED 4:30PM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: January 28, 2025

Originating Department: Office of the City Clerk

City Clerk: _____

Yodit Glaze

City Manager: _____

Rob Houston

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

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

RECOMMENDED ACTION: The City Council will consider:

- a. Approving the Special and Regular Meeting minutes of January 14, 2025; and
- b. Approving the Special and Regular Meeting minutes of January 28, 2025.

FISCAL IMPACT: None.

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

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

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JANUARY 14, 2025**

CALL TO ORDER Maria Davila, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Joshua Barron, Council Member Maria del Pilar Avalos, Council Member Gil Hurtado and Council Member Al Rios; City Manager Rob Houston, City Attorney Raúl F. Salinas

EXCUSED/ABSENT City Treasurer Jose De La Paz

CLOSED SESSION The Council Members recessed into Closed Session at 5:30 p.m. and reconvened at 6:37 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

Pursuant to Government Code Section 54956.9(a),
54954.9(b)(3)(C)

- a. Eddie Mendoza and Bryan Padilla v. City of South Gate, et al.
- b. Teresa Reyes Ramirez v. City of South Gate
- c. Hector Ernesto Ramos v. City of South Gate

Item 1(a) is a collision with sewer meter that popped up and allegedly damaged a car and caused injuries. The suit was discussed in closed session and following the presentation by the City Attorney's Office and on a motion made by Council Member Hurtado and seconded by Vice Mayor Barron and on a vote of 5-0, the City Council authorized the City Attorney to defend that matter.

Items 1(b) and 1(c) are related. These are claims (not yet lawsuits) filed against the City of South Gate involving a rear-end collision with a city driven vehicle. After a presentation by the City Attorney and staff and on a motion made by Council Member Avalos and seconded by Mayor Davila and on a vote of 5-0, the City Council authorized the rejection of both of those claims.

SPECIAL CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

2. CONSIDER THE EVALUATION OF PERFORMANCE OF A
PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

On item 2(a), there was a brief presentation by the City Manager and upon completion of that presentation, there was no reportable action taken.

ADJOURNMENT

Council Member Hurtado unanimously adjourned the meeting at 6:39 p.m. and seconded by Vice Mayor Barron.

PASSED and **APPROVED** on this 25th day of February 2025.

ATTEST:

Maria Davila, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JANUARY 14, 2025**

CALL TO ORDER Maria Davila, Mayor called a Regular City Council Meeting to order at 6:39 p.m.

INVOCATION Pastor Bobby Scott, Community of Faith Bible Church

PLEDGE OF ALLEGIANCE Sophie Ryan

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Joshua Barron, Council Member Maria del Pilar Avalos, Council Member Gil Hurtado and Council Member Al Rios; City Manager Rob Houston, City Attorney Raúl F. Salinas

EXCUSED/ABSENT City Treasurer Jose De La Paz

**COMMENTS FROM THE
AUDIENCE (NON-AGENDA
ITEMS)**

Ofelia Ryan, Resident - Requesting support for Senate Bill 48 by Lena Gonzalez and assistance with the creation of an immigrant student support unit within LAUSD.

Homer Lopez, Resident - Addressing issue with parking lot on Southern Ave and Calden Ave being used as a trash dump and vehicles driving circles in the same parking lot. Can it be locked and/or have surveillance.

Francisco Gallegos, Resident on Otis – Issues with residents having car parts/cars stolen and the neighborhood being taken over with no parking enforcement. People double parking, blocking fire hydrants, and selling vehicles in home parking driveways.

EMAIL: Mario Dominguez, Resident – Expresses concern about the recent fires and would like to know if the city is prepared. Also, requesting a citywide campaign encouraging residents to trim overgrown trees to avoid fire hazards.

REPORTS AND COMMENTS

FROM CITY OFFICIALS Arturo Cervantes, Director of Public Works – Presented a CIP Update. Urban Orchard to be completed June 5, 2025. Hollydale Community Park finalizing project.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Council Member Hurtado – Requested and explanation for the available funding for the city.

Arturo Cervantes, Director of Public Works – Residential Street funding is very limited. Resources are limited.

Council Member Avalos – Agrees with Mr. Lopez regarding pothole issues in our city streets.

Arturo Cervantes, Director of Public Works – Will investigate the issues in this area and will address.

Steve Costley, Director of Parks & Recreation – Father/Daughter event is sold out. Open House in the Sport Center was a successful event.

Wendy O'Kelly, Director of Administrative Services – Dept. of Administrative Services is currently working on the mid-year budget.

Nellie Cobos, Deputy Director of Human Resources – Announcement of open positions available within the City of South Gate.

Darren Arakawa, Police Chief – Currently working on year-end stats for 2024. Code Enforcement has issued thousands of citations and there is no lack of effort. The report of thefts of catalytic converters is not only a problem within South Gate. This issue is county wide, and we continue to ask residents to secure their vehicles.

Thank you to our officers for your contribution to the current fires in Los Angeles. We will continue to monitor the situation.

Rob Houston, City Manager - Has nothing to report.

Raúl F. Salinas, City Attorney - Has nothing to report.

Yodit Glaze, City Clerk - Has nothing to report however expressed her thoughts and prayers to those suffering from these fires.

Council Member Avalos – Attended Vector Control meeting regarding 12 cases of Dengue and expresses for residents to dump out standing water.

Also, expresses sympathy to those that have lost their homes or family. Reach out to a counselor if needed.

Council Member, Rios – Responds to Mr. Lopez regarding parking lot by the college. In the past chains and locks were placed to secure parking but have been removed. A gate has been purchased and will soon be installed.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Council Member, Hurtado – Expresses concern about scammers and looting during this difficult time. Support for Wildfire Recovery Organizations have been posted on the city's website if you would like to donate.

Responds to Mrs. Ofelia Ryan regarding Senate Bill 48. We have been contacted regarding this bill. This situation has our community in fear, and we are hopeful of having resources available for our students/family.

Vice Mayor, Barron – Informs community to use the City of South Gate App to report any issue within the city. Calden Ave is a difficult area that gets hit with illegal dumping, etc.

Residents are not informed regarding Bulky Items resources available through UWS. Renters can now call in to receive these services as well.

UWS is offering scholarships for our South Gate students. For more details, please go to UWS website. Deadline is January 31, 2025.

Attended the South Gate Kiwanis - Day of Service at the Salvation Army from 9am-1pm. Approximately 900 boxes were filled and delivered to some of the victims of the Los Angeles Fires.

Mayor, Davila – Very important to inform our South Gate students of the \$2000 scholarships being offered by UWS. For more details, please go to UWS website. Deadline is January 31, 2025.

CONSENT CALENDAR

Agenda Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 were approved by motion of Council Member Rios and seconded by Council Member Hurtado.

ROLL CALL: Council Member Avalos, yes (recused from item 7); Council Member Hurtado, yes; Council Member Rios, yes; Vice Mayor Barron, yes (recused from item 7); Mayor Davila, yes.

1

PERSONNEL RECRUITMENT & SELECTION

The City Council unanimously adopted Resolution No. 2025-01-CC entitled Resolution to approve the update to the compensation for the position of Director of Community Development in the Community Development Department, and to add the hourly equivalent position of Director of Community Development to the Consolidated Salary Schedule during consent calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

2

PERSONNEL RECRUITMENT & SELECTION

The City Council unanimously adopted Resolution No. 2025-02-CC entitled Resolution of the City Council of the City of South Gate, California, approving and adopting an updated consolidated pay schedule for all full-time, part-time, and elected officials within the CalPERS guidelines during consent calendar.

3

STREETS/SIDEWALKS/ LANDSCAPING

The City Council unanimously adopted Resolution No. 2025-03-CC entitled Resolution of the City Council of the City of South Gate, California, initiating the annual proceedings for the levy of the Fiscal Year 2024/25 assessments and ordering the preparation of an Engineer's Report for the Street Lighting and Landscaping Maintenance District No. 1 during consent calendar.

4

WASTEWATER MGMT

The City Council unanimously approved items A, B & C during consent calendar:

- a. Amendment No. 6 to Contract No. 2020-09-CC with A. Rasic Construction Company, Inc., for On-Call Municipal Water and Sewer Systems Maintenance Services to fund emergency repairs completed on the municipal water, sanitary sewer and storm drain system, for an amount not to exceed \$130,615;
- b. Appropriated \$50,000 from the Water Fund, \$50,000 from the Sewer Fund and \$30,615 from the Measure W fund for urgent repairs; and
- c. Authorized the Mayor to execute Amendment No. 6 in a form acceptable to the City Attorney.

5

CITY FACILITIES MGMT

The City Council unanimously approved items A, B, C & D during consent calendar:

- a. Amendment No. 1 to Contract No. 2023-13-AC with Black, O'Dowd and Associates DBA BOA Architecture ("Agreement"), to prepare design and construction documents for the (i) City Hall Roof Repairs, City Project 732-ARC, and (ii) Henry C. Gonzalez Auditorium Roof Replacement, City Project No. 695-PRK, for an amount not to exceed \$96,000;
- b. Amended the Fiscal Year 2024/25 Capital Improvement Program to add the City Hall Roof Repairs, City Project No. 732-ARC;

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

5

CITY FACILITIES MGMT CONT'D

- c. Transferred \$1,000,000 in the Building and Infrastructure Maintenance Fund from the South Gate Police Department HVAC Replacement Project, City Project No. 667-GEN to the City Hall Roof Repairs, City Project No. 732-ARC; and
- d. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

6

PERSONNEL – LABOR RELATIONS

The City Council unanimously approved an updated employment contract agreement (Amendment No. 1 to Contract No. 2023-159-CC) between the City of South Gate and City Manager Robert Houston for the term of December 1, 2023, through November 30, 2027, detailing the terms of his appointment and any changes thereto effective January 26, 2025, during consent calendar.

7

WATER

The City Council approved items A, B, C, D & E during consent calendar:

- a. Agreement (Contract No. 2025-02-CC) with JA Salazar Construction & Supply Corp., to replace 1,730 water meters under the Automatic Meter Reading (“AMR”) Upgrade, Phase IV, City Project No. 685-WTR, in an amount not-to-exceed \$1,608,555;
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- c. Appropriated \$250,000 from the Water Fund to fully fund the AMR Upgrade, Phase IV, City Project No. 685-WTR;
- d. Approved the Notice of Exemption for the AMR Upgrade, Phase IV City Project No. 685-WTR; and
- e. Directed the City Clerk to file the Notice of Exemption with the Los Angeles County Recorder’s Office.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

8

STREETS/SIDEWALKS/ LANDSCAPING

The City Council unanimously approved items A, B & C during consent calendar:

- a. Agreement (Contract No. 2025-03-CC) with T.Y. Lin International Group, to provide construction management and inspection services for the Citywide Residential Resurfacing, Phase IV, City Project No. 699-ST (“the Residential Resurfacing Project IV”), in an amount not-to-exceed \$230,000;
- b. Authorized the City Manager to approve amendments to the proposed Agreement up to a cumulative amount of \$75,000 to avoid delaying services during construction; and
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

9

SOLID WASTE MGMT

The City Council unanimously approved items A, B & C during consent calendar:

- a. A three-year term Agreement (Contract No. 2025-04-CC) retroactively to January 1, 2025, with Go2Zero Strategies, LLC for solid waste management services for a not-to-exceed amount of \$282,330;
- b. Appropriated \$94,110 in Refuse Collection Funds to pay for Year 1 services; and
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

10

STREETS/SIDEWALKS/ LANDSCAPING

The City Council unanimously approved items A, B & C during consent calendar:

- a. Agreement (Contract No. 2025-05-CC) with NV5 to prepare the Comprehensive Safety Action and Local Roadway Safety Plan, City Project No. 731-RPT, in an amount not-to-exceed \$119,680;
- b. Appropriating \$170,000 in Proposition C Funds to fully fund the Comprehensive Safety Action and Local Roadway Safety Plan, City Project No. 731-RPT; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

11

LAW ENFORCEMENT

The City Council unanimously approved items A, B & C during consent calendar:

- a. A 5-year Lease Agreement (Contract No. 2025-06-CC) with Lease Servicing Center, Inc., dba NCL Government Capital ("NCL") for the lease of one 2025 Jeep Grand Cherokee and one 2025 Honda Passport vehicle to be used as Administration/Services Division vehicles for the Police Department, in the amount of \$23,522 per year; for a total amount of \$118,110 including a \$500 closing fee;
- b. Approved lease payments in the amount of \$23,522 to be budgeted annually, subject to and in accordance with the City's budget process, for five (5) years in the Asset Seizure Fund starting in Fiscal Year 2024/2025 and including a \$500 closing fee in Fiscal Year 2024/2025; and
- c. Authorized the Mayor to execute the Agreement, and any other documents that may be necessary to acquire the vehicles in a form acceptable to the City Attorney.

12

LAW ENFORCEMENT

The City Council unanimously approved items A, B & C during consent calendar:

- a. A 5-year Lease Agreement (Contract No. 2025-07-CC) with Lease Servicing Center, Inc., dba NCL Government Capital ("NCL") for the lease of one (1) 2025 Dodge Durango vehicle to be used as a patrol vehicle for the Police Department in the amount of \$13,262 per year for a total amount of \$66,810, including a \$500 closing fee; and
- b. Approved lease payments in the amount of \$13,262 to be budgeted annually, subject to and in accordance with the City's budget process, for five (5) years in the General Fund starting in Fiscal Year 2024/2025 and including a \$500 closing fee in Fiscal Year 2024/2025; and
- c. Authorized the Mayor to execute the Agreement, and any other documents that may be necessary to acquire the vehicles in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

13 CITY COUNCIL APPOINTMENTS

The City Council unanimously approved the following appointments by motion of Mayor Davila and seconded by Council Member Hurtado:

- a. Appointed representatives to various outside boards and agencies of which the City of South Gate is a member; and
- b. Ratified the appointment of the City Council Auditor by the Mayor, as stipulated under South Gate Municipal Code Section 1.04.170 (Auditor). (Appointed during the December 10, 2024, meeting).

Organization	Representative and Alternate	Appointment Date
County Sanitation Districts (Dist. 1& 2)	Rep: Davila Alt: Barron	12-10-2024 01-14-2025
Independent Cities Association (ICA)	Rep: Rios Alt: Barron	01-14-2025 01-14-2025
School Safety Collaborative	Rep: Davila Alt: Rios	04-12-2011 01-14-2025

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

14a WARRANTS

The City Council unanimously approved the Warrant Register for December 24, 2024, by motion of Council Member Avalos and seconded by Council Member Hurtado.

Total of Checks:	\$ 4,571,093.92
Less: Voids	\$ (2,264.24)
Less: Employee Payroll Deductions	\$ (436,985.38)
Grand Total:	\$ 4,131,844.30

Cancellations: 108177, 108259

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

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

14b

WARRANTS

The City Council unanimously approved the Warrant Register for January 14, 2025, by motion of Council Member Avalos and seconded by Council Member Hurtado.

Total of Checks:	\$1,790,176.50
Less: Voids	\$ 0.00
Less: Employee Payroll Deductions	<u>\$ (401,301.26)</u>
Grand Total:	\$1,388,875.24

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

ADJOURNMENT

Council Member Avalos unanimously adjourned the meeting in memory of the late President, Jimmy Carter. President Carter's unparalleled dedication to service and humanitarian causes, particularly through his support of Habitat for Humanity, leaves a legacy that continues to inspire us. His commitment to building a world where everyone has a decent place to live has touched countless lives, including here in California at 7:58 p.m. and seconded by Council Member Hurtado.

PASSED and **APPROVED** on this 25th day of February 2025.

ATTEST:

Maria Davila, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JANUARY 28, 2025**

CALL TO ORDER Maria Davila, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Joshua Barron, Council Member Maria del Pilar Avalos, Council Member Gil Hurtado and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

**1
PERSONNEL RECRUITMENT**

& SELECTION The City Council received and filed the list of new and promoted full-time employees hired or promoted during November and December 2024.

**2
PERSONNEL RECRUITMENT**

& SELECTION The City Council unanimously adopted Resolution No. 2025-04-CC entitled Resolution of the City Council of the City of South Gate, California, 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 by motion of Council Member Hurtado and seconded by Council Member Rios.

CLOSED SESSION The Council Members recessed into Closed Session at 6:05 p.m. and reconvened at 6:46 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)

- a. Sandra Gracia v. City of South Gate
- b. C.E. Medel v. Darren Arakawa, et al.

On item 1(a), the City Council heard a presentation and at the conclusion of that presentation on a motion made by Council Member Avalos and seconded by Mayor Davila and on vote of 5-0, denied the claim.

On item 1(b), the City Council heard a presentation and at the conclusion of that presentation on a motion made by Council Member Hurtado and seconded by Mayor Davila and on vote of 5-0, authorized outside counsel to represent the city.

SPECIAL CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

2. CONSIDER THE EVALUATION OF PERFORMANCE OF A
PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

On item 2(a), there was no action taken.

ADJOURNMENT

Council Member Hurtado unanimously adjourned the meeting at 6:56 p.m. and seconded by Vice Mayor Barron.

PASSED and **APPROVED** on this 25th day of February 2025.

ATTEST:

Maria Davila, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JANUARY 28, 2025**

CALL TO ORDER Maria Davila, Mayor called a Regular City Council Meeting to order at 6:56 p.m.

INVOCATION Steve Costley, Director of Parks and Recreation

PLEDGE OF ALLEGIANCE Wendy O’Kelly, Director of Administrative Services

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Joshua Barron, Council Member Maria del Pilar Avalos, Council Member Gil Hurtado and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

1
CERTIFICATES Recognition of Chief Darren Arakawa as outgoing President of the Los Angeles County Police Chief’s Association and Honoring the incoming President, Chief Manny Cid.

2
**COMMUNITY DEV/
HOUSING** Following the conclusion of the Public Hearing, the City Council unanimously continued items A & B to the next regularly scheduled City Council meeting of February 28, 2025, by motion of Council Member Hurtado and seconded by Council Member Rios.:

- a. Adopting Resolution approving Substantial Amendment No. 7 to the Fiscal Year 2019-2020 Annual Action Plan; Substantial Amendment No. 2 to the Fiscal Year 2020-2021 Annual Action Plan; Substantial Amendment No. 4 to the Fiscal Year 2022-2023 Annual Action Plan; Substantial Amendment No. 1 to Fiscal Year 2023-2024 Annual Action Plan; and Substantial Amendment No. 1 to Fiscal Year 2024-2025 Annual Action Plan programming Community Development Block Grant (“CDBG”) funds to the Street Improvement Project and South Gate Park Improvement (Attachment A); and
- b. Authorizing the City Manager or the Community Development Director to initiate appropriate action necessary to implement projects and programs as noted in the FY 2024-2025 Annual Action Plan.

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

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

COMMENTS FROM THE AUDIENCE (NON-AGENDA ITEMS)

Ernesto Gomez, Field Representative for Nanette Barragan - 44th District - Sharing resources for the community regarding the immigration and deportation issues with this new administration.

Mayor, Davila - LAUSD meeting regarding immigration on Thursday, January 30, 2025, 4:30pm at Legacy High School. A very important meeting regarding your rights.

Council Member, Hurtado – Spoke about an issue he had years ago with immigration. To our community, please be vigilant.

We need to be aware of all the potential cuts that might come to our city and state.

Council Member, Avalos – Thanks Mr. Gomez for attending this meeting to inform our community.

Inform Congresswoman Barragan that she has full support of the City of South Gate.

Ernesto Gomez, Field Representative for Nanette Barragan - 44th District – Keep us in mind with those that are arrested and held. We will continue to provide information as we receive it. Information will be placed on the city website.

Vice Mayor, Barron - We stand in solidarity with our residents, and we will not use the police department to enforce any immigration laws.

Mario Dominguez, Resident – Requesting the splash pad item to be placed on the next agenda meeting.

Jennifer Daley, Advocate – Speaks on behalf of residents who have concerns opposing illegal truck yards at 8530 Alameda St., 4552 Ardine St., and 9313 Rayo Ave. Asking city to uphold the law and enforce environmental protections and shut down these toxic truck yards.

Joanne Kim, Cancer Research Advocate – Expressing concerns and opposing illegal truck yards, particularly the one near 8530 Alameda Street. States levels of contamination found near South Gate are a public health crisis.

Kirby Blanton, Works in Early Education and Mental Health – Believes damage is being caused by deals between City Council and truck yards. Asking the city for transparency, enforcing environmental protections, and ensuring money meant to serve our community.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

COMMENTS FROM THE AUDIENCE (NON-AGENDA ITEMS) CONT'D

Gabriela Gutierrez, Educator - Speaks on behalf of residents who have concerns opposing illegal truck yards at 8530 Alameda St., 4552 Ardine St., and 9313 Rayo Ave. Asking city to uphold the law and enforce environmental protections and shut down these toxic truck yards.

Roger Satti, Volleyball Coach at Southeast High School – Requesting sponsorship from council and local business for an opportunity to compete in the Volleyball Games in Hawaii. This sponsorship will cover travel, accommodations, transportation fees, and other essential costs.

Marisol Carpinteiro, Resident/Mother – Requesting support/funds for students to travel to Hawaii and compete in the Volleyball Tournament April 13-18, 2025.

Lizette Ruiz, Resident – Thank you for providing space to speak about the immigration issues. Glad to see signs within the community.

Previously we had issues with the park playgrounds and equipment at several parks. Recently, I visited some parks with my minor child and was happy to see many improvements made to the parks. Very thankful.

Amy Lu, Leeland R. Weaver Librarian – Currently closed for renovations. Effective immediately, Hollydale Library will be open on an additional day, which will be Saturdays from 10am-6pm.

Introduction of Stephanie Lin overseeing Hollydale in the meantime. The upcoming programs are Storytime for ages 2–5-year-old. Book Club for Adults in English/Spanish. Ceramic Mugs, etc.

Omar Ruiz, Student/Resident – Opposing illegal truck yards at 8530 Alameda St., 4552 Ardine St., and 9313 Rayo Ave.

Armando Velasquez, Resident/Kiwanis Club – Announcement/Events: February 13, 2025, Valentine's Bingo Card. February 15, 2025, Clean Up Day. \$7000 in scholarships applications will be accepted in a couple weeks.

Javier, Resident – Upset that nothing is being done regarding the truck yard issue. Thank you to Chief Arakawa for not being involved in immigration issues. Interesting in knowing how prepared the city is for wildfires?

EMAIL:

Veronica Figueroa, Resident – Ongoing request for a crosswalk on Long Beach Blvd and Orchard Place. Progress is slow and it remains a safety concern for students/parents.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

EMAIL CONT'D

Claudia Rivera, Resident – Reminder that Council Member Al Rios is unable to vote on the SoFive project when the issue of alcohol is discussed. He has openly been campaigning against it by meeting with people and sending emails about his opposition.

REPORTS AND COMMENTS

FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works – Responds to the request for a crosswalk on Orchard Place. KIPP Elementary School did not choose this intersection to be a safe intersection for student access. It is not safe for the city to install a crosswalk due to a traffic signal close by. It is currently not safe to do so.

Regarding the recent wildfire preparedness questions. The city is prepared and has a reliable water system and water reservoirs with over 14 million gallons of water storage and interties with other cities.

Steve Costley, Director of Parks & Recreation – Thursday, January 30, 2025, is the Grand Opening for Hollydale Park at 4pm. The public is welcome to join us. Residents were notified via door hangers and social media. 12221 Industrial Avenue South Gate.

Wendy O'Kelly, Director of Administrative Services – Nothing to report.

Jon Hamilton, Director of Human Resources – Open positions available within the City of South Gate. Informing the public to go to our city website and apply.

Darren Arakawa, Police Chief – We are currently working on a report but with respect to speeding, in 2024 we issued 2300 violations. Speeding is county wide issue. We are doing our very best.

Rob Houston, City Manager – Update on progress regarding illegal truck years. Mr. C's Towing is working with the city regarding zoning permits. Some items we are unable to speak on this time. Know that we are currently working on these issues.

Council Member Avalos – Thank you to Congresswoman Barragan and the community that are present at this council meeting.

Council Member, Hurtado – Frustrating to see drivers disregard for public safety. Drivers are out of control. To those that are here regarding environmental issues. You are not being ignored. We hear you and understand this issue.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Council Member, Rios – Thank you to the resident and public present at this meeting. Understands the concerns of our residents. Start day for the East Los Angeles College is February 10, 2025. There are plenty of classes available.

Jaime Escalante Math Program are available at the college. Gift cards are still available for our city. Please support small businesses.

Vice Mayor, Barron – Thank you to Wendy O’Kelly for your hard work and time at the city.

Thank you to Teddy’s Red Tacos for feeding firefighters and the community affected by the fires.

South Gate Junior Athletics Association – February 8th we have softball and baseball sign-ups 9-12pm.

Congratulations to 7 student athletes who were chosen by the City Sectional CIF List – 1st Team All-League representing South Gate Schools.

Congratulations to the Aztec Cheerleaders who also won 1st & 2nd place.

Mayor, Davila – We must keep an eye on our seniors. Will be visiting two schools and would like to inform them about the immigration issues.

Thank you to residents and visitors for being here and speaking on several issues. We have an open-door policy and welcome anyone at our city hall meetings.

CONSENT CALENDAR

Agenda Items 3, 4 and 5 were approved by motion of Council Member Rios and seconded by Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes (recused from items 3 and 4); Council Member Rios, yes; Vice Mayor Barron, yes; Mayor Davila, yes.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

3 STREETS/SIDEWALKS/ LANDSCAPING

The City Council adopted Resolution No. 2025-05-CC entitled Resolution of the City Council of the City of South Gate, California, authorizing the application for the Statewide Park Development and Community Revitalization Program Grant Funds (Proposition 1 Lower Los Angeles River Program Grant Funds) requesting \$1,100,342 in grants to fund construction of the Urban Orchard, City Project No. 539-PRK, and authorizing the City Manager, or his designee, to execute, on behalf of the City of South Gate ("City"), all documents required to submit the application and implement the grant during Consent Calendar.

4 STREETS/SIDEWALKS/ LANDSCAPING

The City Council approved items A & B during consent calendar:

- a. Amendment No. 5 to Contract No. 2021-147-CC with BKF Engineers, Inc., (Agreement) for additional design and construction support services necessary to prepare design and construction documents to repair Industrial Avenue as a part of the Citywide Residential Resurfacing Project, Phase IV, City Project No. 699-ST, in an amount not-to-exceed \$6,226; and
- b. Authorized the Mayor to execute Amendment No. 5 to Contract No. 2021-147-CC in a form acceptable to the City Attorney.

5 MINUTES

The City Council unanimously approved items A, B & C during consent calendar:

- a. Special and Regular Meeting minutes of November 12, 2024;
- b. Special and Regular Meeting minutes of November 26, 2024; and
- c. Special and Regular Meeting minutes of December 10, 2024.

6 SOUTH GATE MOBILE APP

The City Council unanimously continued receiving and filing a presentation on the South Gate mobile application ("app") to the next regularly scheduled City Council meeting of February 28, 2025, by motion of Mayor Davila and seconded by Council Member Hurtado.

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

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

7

LAND USE PLANNING

ADMIN

The City Council approved items A, B & C by motion of Council Member Hurtado and seconded by Vice Mayor Barron:

- a. Discussing an ordinance amendment regarding industrial uses; land use improvements surrounding two future transit centers; and enhancements to commercial corridors to encourage new businesses and development;
- b. Providing direction to staff on releasing a request for proposal ("RFP") to obtain a planning and environmental consultant qualified in addressing the items above, including preparing an environmental document; and
- c. Directing staff to release the RFP to qualified consultants to solicit planning and environmental services.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Rios, no; Vice Mayor Barron, yes; Mayor Davila, yes.

8

CITY COUNCIL/VIRTUAL

PLATFORM OPTIONS

The City Council continued receiving and filing a report on virtual platform options for public participation at City Council and Commission meetings, including the costs involved and factors weighing in favor and against such use and providing direction to the next regularly scheduled City Council meeting of February 25, 2025, by motion of Vice Mayor Barron and seconded by Council Member Avalos.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, no; Council Member Rios, yes; Vice Mayor Barron, yes; Mayor Davila, yes.

9

WARRANTS

The City Council unanimously approved the Warrant Register for January 28, 2025, by motion of Mayor Davila and seconded by Council Member Avalos.

Total of Checks:	\$ 4,735,621.84
Less: Voids	\$ (200.00)
Less: Employee Payroll Deductions	<u>\$ (817,699.04)</u>
Grand Total:	\$ 3,917,722.80

Cancellations: 108079, 108270

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

9

WARRANTS

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

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting in memory of the Hortencia Corrales, South Gate resident of over 55 years at 10:47 p.m., and seconded by Council Member Avalos.

PASSED and **APPROVED** on this 25th day of February 2025.

ATTEST:

Maria Davila, Mayor

Yodit Glaze, City Clerk

FEB 20 2025

WARRANT REGISTER FOR COUNCIL MEETING 2/25/2025

PART I

apChkLst

FILED 12:05 PM

02/05/2025

6:18:21PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109065	2/5/2025	0012407	DAVIS FARR LLP	2222	11/8/2024	FY2024-25 AUDIT - SECOND PRC	18,610.00	18,610.00
	Voucher:							
109066	2/5/2025	0005368	PRINTCO DIRECT	86077	1/31/2025	BUSINESS CARDS (500) YODIT C	270.11	
	Voucher:			86075	1/24/2025	BUSINESS CARDS (500) RODRIC	115.76	
				86074	1/24/2025	BUSINESS CARDS (500) JOSHUA	115.76	
				86073	1/24/2025	BUSINESS CARDS (500) YESENI	115.76	
				86076	1/24/2025	BUSINESS CARDS (500) EDWAR	115.76	
				86078	1/23/2025	BUSINESS CARDS (500) MARCIA	115.76	
				86079	1/24/2025	BUSINESS CARDS (500) OSCAR	115.76	
				86080	1/25/2025	BUSINESS CARDS (500) DANIEL	115.76	
				86081	1/24/2025	BUSINESS CARDS (500) HECTO	115.76	1,196.19
109067	2/5/2025	00004865	SO CALIF EDISON	2/5/2025	2/4/2025	BILLING PERIOD - 1/1/2025 TO 1/	9,867.17	9,867.17
	Voucher:							
109068	2/5/2025	0005693	SOUTH GATE YOUTH FOOTI	SG24-077	10/22/2024	PARTNER ORG AND UWS- REIMI	3,000.00	3,000.00
	Voucher:							
109069	2/5/2025	0014879	STAY IN THE MOMENT EVEN	0230	1/21/2025	ERC RECOGNITION DINNER 202	1,078.81	1,078.81
	Voucher:							
Sub total for BANK OF THE WEST:								33,752.17
5 checks in this report.							Grand Total All Checks:	33,752.17

WARRANT REGISTER FOR COUNCIL MEETING 2/25/2025

PART II

apChkLst

02/12/2025

2:13:57PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109071	2/13/2025	00000437	AFLAC	Ben364419	2/13/2025	AMERICAN FAMILY LIFE INS.: PA	623.96	623.96
	Voucher:							
109072	2/13/2025	00002417	AMERICAN FIDELITY ASSUR	Ben364427	2/13/2025	AMERICAN FIDELITY (ABT): PAYI	183.86	183.86
	Voucher:							
109073	2/13/2025	0012107	CALIFORNIA STATE DISBUR	Ben364441	2/13/2025	CA STATE DISB. UNIT: PAYMENT	1,036.44	1,036.44
	Voucher:							
109074	2/13/2025	00000438	COLONIAL INSURANCE CO.	Ben364435	2/13/2025	COLONIAL INSURANCE CO: PAYI	2,125.81	2,125.81
	Voucher:							
109075	2/13/2025	00002138	FRANCHISE TAX BOARD	Ben364443	2/13/2025	GARNISHMENT - FRANCHISE TA	807.91	807.91
	Voucher:							
109076	2/13/2025	0014756	LIBERTY DENTAL PLAN, OF	Ben364429	2/13/2025	LIBERTY DENTAL INSUR (MISC):	2,737.84	2,737.84
	Voucher:							
109077	2/13/2025	00002421	POLICE MANAGEMENT ASS	Ben364437	2/13/2025	POLICE MANAGEMENT ASSOC. I	2,250.00	2,250.00
	Voucher:							
109078	2/13/2025	00000335	POLICE OFFICERS ASSOCIA	Ben364439	2/13/2025	POLICE ASSOCIATION DUES: PA	6,500.00	6,500.00
	Voucher:							
109079	2/13/2025	0011466	PRINCIPAL LIFE INSURANCE	Ben364421	2/13/2025	PRINCIPAL DENTAL PPO (MISC):	31,129.32	31,129.32
	Voucher:							
109080	2/13/2025	0011467	RELIANCE STANDARD	Ben364423	2/13/2025	LONG TERM DISABILITY: PAYME	5,703.73	5,703.73
	Voucher:							
109081	2/13/2025	00003152	SOUTH GATE POLICE EXPLC	Ben364431	2/13/2025	SGPD EXPLORER YOUTH PROG	545.00	545.00
	Voucher:							
109082	2/13/2025	0011468	SUPERIOR VISION SERVICE	Ben364425	2/13/2025	SUPERIOR VISION MISC.: PAYME	3,895.21	3,895.21
	Voucher:							
109083	2/13/2025	00000334	UNITED WAY OF GREATER L	Ben364433	2/13/2025	UNITED WAY: PAYMENT	26.00	26.00
	Voucher:							

Sub total for BANK OF THE WEST: 57,565.08

13 checks in this report.

Grand Total All Checks: 57,565.08

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WARRANT REGISTER FOR COUNCIL MEETING 2/25/2025

PART III

apChkLst

02/13/2025

9:34:02AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109088	2/12/2025	0014484	ALL CITIES ENGINEERING, II 5	1/23/2025	WATER MAIN REPLACEMENT PH	166,649.15	166,649.15
	Voucher:						
109089	2/12/2025	0010207	BANNER BANK	SG-UO-1RETENT	1/28/2025	CONSTRUCTION OF URBAN OR	8,100.00
	Voucher:						8,100.00
109090	2/12/2025	0010017	ENTERPRISE FM TRUST	513145-120524	12/5/2024	2024-2025: RENEWAL ENTERPIS	6,390.72
	Voucher:			513145-020625	2/6/2025	2024-2025: RENEWAL ENTERPIS	3,195.38
				586300-020625	2/6/2025	2024-2025 RENEWAL: ENTERPRI	1,203.86
109091	2/12/2025	0013699	LEASE SERVICING CENTER	178910	2/3/2025	NCL VEHICLE LEASE 2025-DB/AI	24,021.76
	Voucher:			178909	2/3/2025	NCL VEHICLE LEASE 2025 DODG	13,761.96
109092	2/12/2025	0014099	LOS ANGELES ENGINEERIN	SG-UO-1	1/28/2025	URBAN ORCHARD COMPLETION	153,900.00
	Voucher:						153,900.00
109093	2/12/2025	00000339	POSTMASTER	PERMIT2280WIN1	2/11/2025	PERMIT#2280 TYPE PI - SG CON	5,860.74
	Voucher:						5,860.74
109094	2/12/2025	00004338	SEQUEL CONTRACTORS INC	637-4	2/12/2025	CONSTRUCTION FOR THE TWEI	639,921.41
	Voucher:						639,921.41
109095	2/12/2025	0011748	THE SAUCE CREATIVE	7349	1/16/2025	DESIGN & SETUP OF SPRING 20	7,700.00
	Voucher:						7,700.00

Sub total for BANK OF THE WEST: 1,030,704.98

8 checks in this report.

Grand Total All Checks: 1,030,704.98

WARRANT REGISTER FOR COUNCIL MEETING 2/25/2025

PART IV

apChkLst

Check List

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02/13/2025 3:13:13PM

CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109096	2/25/2025	00003766	ABEL GLASS & SCREEN	33750	12/17/2024	SPECIALTY HARDWARE ITEMS	154.35	154.35
	Voucher:							
109097	2/25/2025	00004280	ADAMSON POLICE PRODUC	INV426598	12/21/2024	MISC ITEMS	516.23	516.23
	Voucher:							
109098	2/25/2025	00003971	ADMINSURE INC.	17616	1/15/2025	FEBRUARY 2025 - WORKERS CC	9,789.00	9,789.00
	Voucher:							
109099	2/25/2025	0011293	AGRI-TURF DISTRIBUTING, I	102538	1/21/2025	PESTICIDES - FERTILIZERS & PE	540.08	540.08
	Voucher:							
109100	2/25/2025	00004372	AIRGAS USA, LLC	9156076792	11/27/2024	SWIM STADIUM SPA MAINTENAN	618.55	
	Voucher:			9155816080	11/19/2024	SWIM STADIUM SPA MAINTENAN	392.77	
				9157069450	1/6/2025	SWIM STADIUM SPA MAINTENAN	436.20	
				9156617520	12/17/2024	SWIM STADIUM SPA MAINTENAN	364.14	
				9149914527	5/13/2024	SWIM STADIUM SPA MAINTENAN	233.76	
				9152319706	7/31/2024	SWIM STADIUM SPA MAINTENAN	241.78	
				9154230690	9/30/2024	SWIM STADIUM SPA MAINTENAN	474.30	
				9154880886	10/21/2024	SWIM STADIUM SPA MAINTENAN	403.06	
				9155146168	10/29/2024	SWIM STADIUM SPA MAINTENAN	479.39	
				9148082587	3/19/2024	SWIM STADIUM SPA MAINTENAN	273.12	
				9149308655	4/25/2024	SWIM STADIUM SPA MAINTENAN	361.73	
				9153009714	8/22/2024	SWIM STADIUM SPA MAINTENAN	261.88	
				9153465018	9/5/2024	SWIM STADIUM SPA MAINTENAN	392.26	
				9156837087	12/26/2024	SWIM STADIUM SPA MAINTENAN	406.12	
				9156953987	12/31/2024	SWIM STADIUM SPA MAINTENAN	403.57	
				9155686123	11/13/2024	SWIM STADIUM SPA MAINTENAN	494.53	
				9157234012	1/10/2025	SWIM STADIUM SPA MAINTENAN	316.25	6,553.41
109101	2/25/2025	00000706	ALTEC INDUSTRIES, INC.	51566556	12/13/2024	PARTS & LABOR. LIFT TRUCK & I	1,553.08	1,553.08
	Voucher:							
109102	2/25/2025	00003098	AMERINAT	LPM-24-000611	4/3/2024	MAR 2024 - MONTHLY SERVICE I	231.50	
	Voucher:			LPM-24-000826	5/3/2024	APR 2024 - MONTHLY SERVICE F	231.50	
				LPM-24-001042	6/5/2024	MAY 2024 - MONTHLY SERVICE F	231.50	
				LPM-24-001262	7/3/2024	JUN 2024 - MONTHLY SERVICE F	231.50	
				LPM024-001474	8/5/2024	JUL 2024 - MONTHLY SERVICE F	231.50	
				LPM-24-001681	9/5/2024	AUG 2024 - MONTHLY SERVICE I	231.50	
				LPM-24-001890	10/7/2024	SEP 2024 - MONTHLY SERVICE F	228.70	
				LPM-24-002099	11/8/2024	OCT 2024 - MONTHLY SERVICE F	228.70	1,846.40

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Bank : botw BANK OF THE WEST				(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
109103	2/25/2025	0007290	APW KNOX-SEEMAN	20755405	2/6/2025	MISC AUTO PARTS & LUBES	8.27		
	Voucher:			20754047	2/5/2025	MISC AUTO PARTS & LUBES	26.96		
				20754056	2/5/2025	MISC AUTO PARTS & LUBES	20.04		
				20754052	2/5/2025	AUTO PARTS FOR GARAGE SHC	31.75	87.02	
109104	2/25/2025	0014735	ARCINA RISK GROUP LLC	23359	1/14/2025	PROF. SERVICE THROUGH 12/30	195.00	195.00	
	Voucher:								
109105	2/25/2025	0006925	ARROWHEAD FORENSICS	141158	1/2/2025	SUPPLIES FOR PROPERTY ROO	903.66	903.66	
	Voucher:								
109106	2/25/2025	00005075	AT&T	000022887874	1/13/2025	BAN 9391034765: 12/13/2024-1/12	1,057.96		
	Voucher:			22974485	2/1/2025	BAN 9391034759: 01/01/2025-01/3	59.95		
				22978263	2/1/2025	BAN 9391068970: 01/01/2025-01/3	1,766.61		
				22979598	2/1/2025	BAN 9391081298: 01/01/2025-01/3	1,607.36	4,491.88	
109107	2/25/2025	00003692	AT&T MOBILITY	287288333867X01	1/2/2025	12/3/2024-1/2/2025- ACCT# 28728	1,207.20	1,207.20	
	Voucher:								
109108	2/25/2025	00000201	ATLANTIC LOCK & KEY	000460	1/22/2025	SPECIALIZED KEYS FOR THE DE	538.88	538.88	
	Voucher:								
109109	2/25/2025	0009040	ATLAS BACKFLOW	44853	8/19/2024	BACKFLOW REPL	250.00		
	Voucher:			45097	9/27/2024	BACKFLOW TEST	350.00		
				45060	9/23/2024	MISC	1,990.71		
				45091	9/26/2024	MISC	1,967.21		
				45132	10/2/2024	MISC	1,967.21		
				45031	9/19/2024	MISC	1,949.75		
				45207	10/14/2024	MISC	1,938.15	10,413.03	
109110	2/25/2025	0010585	AUTOZONE STORES, INC.	05488733702	1/13/2025	AUTO PARTS	314.08		
	Voucher:			05488736083	1/16/2025	AUTO PARTS FOR UNIT #148	22.04		
				05488754277	2/3/2025	AUTO PART FOR UNIT #145	57.31		
				05488754418	2/3/2025	AUTO PARTS	81.92		
				05488749964	1/30/2025	REPLACEMENT TRANSMISSION	3,625.06		
				05488749801	1/30/2025	AUTO PARTS FOR UNIT #117	165.59		
				05488754845	2/4/2025	AUTO PART FOR UNIT #157	76.93		
				05488755609	2/5/2025	AUTO PART FOR UNIT #444	220.49	4,563.42	
109111	2/25/2025	0010615	BEARCOM	5836778	1/2/2025	JAN 2025 - ANNUAL MAINTENAN	2,479.56		
	Voucher:			5836768	1/2/2025	JAN 2025 - ANNUAL MAINTENAN	342.88		
				5836780	1/2/2025	JAN 2025 - ANNUAL MAINTENAN	205.51		
				5836776	1/2/2025	JAN 2025 - ANNUAL MAINTENAN	348.21	3,376.16	

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109112	2/25/2025	0011929	BENNETT-BOWEN & LIGHTH	3033065	10/25/2024	INVENTORY PO/ SAFETY VEST	391.83	
	Voucher:		3034020	1/8/2025	INVENTORY PO/ SAFETY VEST	667.85		
			3034021	1/8/2025	INVENTORY PO/ SAFETY VEST	185.22		
			3034127	1/14/2025	INVENTORY PO/ SAFETY GLOVE	1,084.31	2,329.21	
109113	2/25/2025	0014895	BRABANT, ROBERT	Ref000363854	1/27/2025	UB REFUND CST #00053788 - 86:	175.00	175.00
	Voucher:							
109114	2/25/2025	0014885	CALDERON, FRANBERT	CALDERON-11/5/2024	2/3/2025	CANDIDATE REFUND FROM PAY	298.04	298.04
	Voucher:							
109115	2/25/2025	0005554	CALIFORNIA BLDNG STAND/	OCT-DEC 2024	1/14/2025	OCT-DEC 2024 - BLDG STANDAR	543.60	543.60
	Voucher:							
109116	2/25/2025	0012885	CANON FINANCIAL SERVICE	37624055	1/12/2025	1/20/25-2/19/25 - CONTRACT# 82:	486.24	
	Voucher:		37532102	1/9/2025	1/17/25-2/16/25 - MONTHLY LEAS	1,967.89		
			36951821	12/13/2024	12/20/24-1/19/25 - PD MONTHLY L	337.98		
			38015152	1/22/2025	LATE FEE 2/17/21 - MONTHLY LE	141.38	2,933.49	
109117	2/25/2025	0014901	CARRERA, JOSE	Ref000363860	1/30/2025	UB REFUND CST #00055324 - 52'	72.18	72.18
	Voucher:							
109118	2/25/2025	0006239	CENTRAL FORD	55070	2/5/2025	AUTO PARTS FOR UNIT #145	200.85	
	Voucher:		55061	2/3/2025	AUTO PARTS FOR UNIT #157	506.89		
			57245	1/15/2025	AUTO PARTS UNIT #291	1,030.00		
			54889	1/31/2025	AUTO PARTS FOR UNIT #187	278.14		
			54843	1/30/2025	AUTO PARTS FOR UNIT #187	508.34		
			55086	2/4/2025	AUTO PARTS FOR UNIT #200	182.06		
			57244	1/15/2025	WATER PUMP REPLACEMENT O	3,565.02		
			55085	2/5/2025	AUTO PARTS FOR UNIT #200	176.40		
			55031	2/3/2025	AUTO PARTS FOR UNIT #145	305.57		
			54754	1/27/2025	AUTO PARTS FOR UNIT #200	43.09		
			54539	1/22/2025	AUTO PARTS FOR UNIT #176	597.64		
			54322	1/16/2025	AUTO PARTS FOR UNIT #177	107.82	7,501.82	
109119	2/25/2025	0014899	CERPA, ESTELA	Ref000363858	1/30/2025	UB REFUND CST #00036148 - 93:	40.00	40.00
	Voucher:							
109120	2/25/2025	0012980	CHARTER COMMUNICATION	188426501010125	1/1/2025	ACCT# 188426501 - JAN 2025 SC	161.26	161.26
	Voucher:							
109121	2/25/2025	0014892	CHEUNG, LILLIAN	Ref000363851	1/27/2025	UB REFUND CST #00062843 - 31:	130.97	130.97
	Voucher:							

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109122	2/25/2025	00004302	CINTAS UNIFORM SERVICE	4217825004	1/14/2025	SHOP TOWEL CLEANING SERVICE	48.51	48.51
	Voucher:							
109123	2/25/2025	00001863	CITITECH SYSTEMS INC	2025-5120	11/23/2024	2/1/25-1/31/26 - ANNUAL CMS DA	14,836.00	14,836.00
	Voucher:							
109124	2/25/2025	0014875	CITY OF NORWALK, FINANC	4640-902	12/13/2024	SEWC ANNUAL MEMBERSHIP DI	5,500.00	5,500.00
	Voucher:							
109125	2/25/2025	00005090	CITY OF PARAMOUNT	1/15/25 WATER	1/15/2025	11/5/24-1/6/25 - 13652 GARFIELD	167.51	167.51
	Voucher:							
109126	2/25/2025	0013515	CITY TIRES	46300	1/27/2025	TIRES FOR PARKS MOWERS	20.00	20.00
	Voucher:							
109127	2/25/2025	0011708	CLIENTFIRST TECHNOLOGY	17728	12/31/2024	DEC. 2024 - IT PROJECT MANAG	11,258.75	
	Voucher:			17712	12/31/2024	DEC 2024- ENTERPRISE RESOU	3,541.25	14,800.00
109128	2/25/2025	00000311	COASTLINE EQUIPMENT	1194581	12/9/2024	SERVICE HEAVY EQUIPMENT VE	228.57	
	Voucher:			1192523	12/2/2024	SERVICE HEAVY EQUIPMENT VE	30.87	
				1190638	11/25/2024	SERVICE HEAVY EQUIPMENT VE	163.96	423.40
109129	2/25/2025	0011922	CONCENTRA MEDICAL CEN	85680206	1/22/2025	01/16/25-01/20/25 - MEDICAL SRV	569.00	
	Voucher:			85541105	1/7/2025	MEDICAL SERVICES FOR NEW E	92.00	661.00
109130	2/25/2025	0012789	CONVERGINT TECHNOLOGI	IN00293345	1/15/2025	TRAFFIC CONTROL PLANS AND	11,880.80	11,880.80
	Voucher:							
109131	2/25/2025	00001423	DAILY JOURNAL CORPORAT	B3891171	1/30/2025	PROOF OF PUBLICATION- DRAF	370.00	
	Voucher:			B3891177	1/30/2025	PROOF OF PUBLICATION- DRAF	430.00	
				B3885357	1/16/2025	PROOF OF PUBLICATION - AMEN	775.00	
				B3887422	1/16/2025	PROOF OF PUBLICATION - APPE	350.00	
				B3887473	1/16/2025	PROOF OF PUBLICATION - CONI	240.00	2,165.00
109132	2/25/2025	0013681	DANIELS TIRE SERVICE, INC	200517126	9/24/2024	AUTOMOTIVE TIRES	338.00	
	Voucher:			200529243	1/31/2025	AUTOMOTIVE TIRES	470.00	
				200529244	1/31/2025	AUTOMOTIVE TIRES	164.50	972.50
109133	2/25/2025	00000314	DAPEER ROSENBLIT & LITV	23995	12/31/2024	12/04/24-12/31/24 - MUNICIPAL CI	748.90	
	Voucher:			23996	12/31/2024	12/02/24-12/31/24 - SPECIALIZED	3,442.65	
				23997	12/31/2024	12/07/24-12/17/24 - SPECIALIZED	197.90	
				23998	12/31/2024	12/10/24-12/12/24 - SPECIALIZED	686.00	
				23877	11/30/2024	11/13/24-11/25/24 - SPECIALIZED	123.70	5,199.15
109134	2/25/2025	00002706	DATA TECHNOLOGIES INC, /	3021526-IN	11/19/2024	10/4/24-10/4/25 - RENEWAL - MEF	1,242.00	1,242.00
	Voucher:							

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109135	2/25/2025	00000696	DEPT OF CONSERVATION D	OCT-DEC 2024	1/14/2025	OCT-DEC 2024 - STRONG MOTIC	2,013.33	2,013.33
	Voucher:							
109136	2/25/2025	00001565	DEPT OF JUSTICE-(DOJ) CE	788444	1/6/2025	DEC 2024 - FINGERPRINT APPS	260.00	260.00
	Voucher:							
109137	2/25/2025	00001597	DFM ASSOCIATES	2025	1/23/2025	2025 CALIFORNIA ELECTION CO	75.08	75.08
	Voucher:							
109138	2/25/2025	0006821	DIV. OF THE STATE ARCHITE	DSA QUARTER #	12/1/2024	DSA QUARTER #4 2024 FEES	104.80	
	Voucher:			DSA QUARTER #	9/1/2024	DSA QUARTER #3 2024 FEES	452.40	557.20
109139	2/25/2025	0013734	DONALD CHRISTOPHER LA	SGPD 2024-033	11/26/2024	PROFESSIONAL SERVICES FOR	1,700.00	
	Voucher:			SGPD 2025-001	1/7/2025	PROFESSIONAL SERVICES FOR	1,700.00	
				SGPD 2024-032	11/14/2024	PROFESSIONAL SERVICES FOR	1,400.00	
				SGPD 2024-035	12/9/2024	PROFESSIONAL SERVICES FOR	1,700.00	6,500.00
109140	2/25/2025	00005009	DONNOE & ASSOCIATES	10769	1/30/2025	2/6/25-2/20/25 - POLICE SERGEA	1,325.00	1,325.00
	Voucher:							
109141	2/25/2025	00000175	DOOLEY ENTERPRISES, INC	69241	12/19/2024	AMMUNITIONS	3,064.41	3,064.41
	Voucher:							
109142	2/25/2025	00005226	EO: AVALOS, MARIA DEL PIL	AVALOS-11/5/24	2/3/2025	CANDIDATE REFUND FROM PAY	249.02	249.02
	Voucher:							
109143	2/25/2025	0009296	EO: DAVILA, MARIA	DAVILA-11/5/24	2/3/2025	CANDIDATE REFUND FROM PAY	298.04	298.04
	Voucher:							
109144	2/25/2025	0012358	EO: GLAZE, YODIT	200004439	2/1/2025	REIMBURSEMENT - ATTEND 202	695.00	
	Voucher:			3202331580	2/1/2025	REIMBURSEMENT LODGING 4/2	1,422.36	2,117.36
109145	2/25/2025	0010933	EO: HURTADO, GIL	HURTADO-11/5/24	2/3/2025	CANDIDATE REFUND FROM PAY	298.04	298.04
	Voucher:							
109146	2/25/2025	0010558	FACTORY MOTOR PARTS CO	12-W22942	2/6/2025	FACTORY AUTO PARTS	139.48	
	Voucher:			12-6379852	1/29/2025	FACTORY AUTO PARTS	220.31	359.79
109147	2/25/2025	00000619	FALCON FUELS, INC.	80008	1/15/2025	RD 99 CLEAR DSL & SALE TAX- 4	4,544.11	
	Voucher:			79969	1/16/2025	RD 99 CLEAR DSL & SALE TAX- 4	5,420.15	
				80147	1/21/2025	RD 99 CLEAR DSL & SALE TAX- 4	8,475.72	
				80459	1/29/2025	REG UNLEADED 10% ETH FUEL	33,397.37	
				80496	1/29/2025	RD 99 CLEAR DSL & SALE TAX- 4	4,130.44	55,967.79
109148	2/25/2025	0013187	FAST 5 SOUTH GATE 9, LLC	7914	11/30/2024	CAR WASH FOR POLICE DEPT.	490.00	490.00
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109149	2/25/2025	00003770	FLEMING ENVIRONMENTAL 22269	2/5/2025	UNDERGROUND STORAGE TANI	3,926.72	
	Voucher:		22268	2/5/2025	UNDERGROUND STORAGE TANI	1,235.00	
			22051	1/2/2025	UNDERGROUND STORAGE TANI	560.00	5,721.72
109150	2/25/2025	0014891	FLORES, ELSA Ref000363850	1/27/2025	UB REFUND CST #00059797 - 10:	129.80	129.80
	Voucher:						
109151	2/25/2025	0008331	FORENSIC NURSE RESPON 01-23-25	1/23/2025	SART EXAM DR 25-00700	1,890.00	1,890.00
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
109152	2/25/2025 Voucher:	0013758	FROST BROWN TODD LLP	210522017	1/24/2025	DEC 2024 - LEGAL SERVICES	1,322.00		
				210522031	1/24/2025	DEC 2024 - LEGAL SERVICES	1,870.00		
				210522022	1/24/2025	DEC 2024 - LEGAL SERVICES	4,768.00		
				210522034	1/24/2025	DEC 2024 - LEGAL SERVICES	256.00		
				210522023	1/24/2025	DEC 2024 - LEGAL SERVICES	96.00		
				210522035	1/24/2025	DEC 2024 - LEGAL SERVICES	2,833.30		
				210522028	1/24/2025	DEC 2024 - LEGAL SERVICES	7,936.00		
				210522047	1/24/2025	DEC 2024 - LEGAL SERVICES	6,062.50		
				210522040	1/24/2025	DEC 2024 - LEGAL SERVICES	96.00		
				210522037	1/24/2025	DEC 2024 - LEGAL SERVICES	2,624.00		
				210522038	1/24/2025	DEC 2024 - LEGAL SERVICES	576.00		
				210522030	1/24/2025	DEC 2024 - LEGAL SERVICES	4,851.70		
				210522041	1/24/2025	DEC 2024 - LEGAL SERVICES	6,172.50		
				210522021	1/24/2025	DEC 2024 - LEGAL SERVICES	6,358.00		
				210522018	1/24/2025	DEC 2024 - LEGAL SERVICES	2,210.00		
				210522032	1/24/2025	DEC 2024 - LEGAL SERVICES	2,601.70		
				210522042	1/24/2025	DEC 2024 - LEGAL SERVICES	9,813.40		
				210522019	1/24/2025	DEC 2024 - LEGAL SERVICES	188.48		
				210522044	1/24/2025	DEC 2024 - LEGAL SERVICES	805.65		
				210522045	1/24/2025	DEC 2024 - LEGAL SERVICES	6,959.67		
				210522039	1/24/2025	DEC 2024 - LEGAL SERVICES	256.00		
				210522025	1/24/2025	DEC 2024 - LEGAL SERVICES	768.00		
				210522026	1/24/2025	DEC 2024 - LEGAL SERVICES	2,432.00		
				210522046	1/24/2025	DEC 2024 - LEGAL SERVICES	1,056.00		
				210522020	1/24/2025	DEC 2024 - LEGAL SERVICES	408.00		
				210522033	1/24/2025	DEC 2024 - LEGAL SERVICES	544.00		
				210522029	1/24/2025	DEC 2024 - LEGAL SERVICES	4,352.00		
				210522024	1/24/2025	DEC 2024 - LEGAL SERVICES	1,344.00		
				210522027	1/24/2025	DEC 2024 - LEGAL SERVICES	1,056.00	80,616.90	
109153	2/25/2025 Voucher:	0013758	FROST BROWN TODD LLP	210522036	1/24/2025	DEC 2024 - LEGAL SERVICES	192.00	192.00	
109154	2/25/2025 Voucher:	0009215	G&M OIL COMPANY, LLC	012-069	12/18/2024	NOV 2024 - CAR WASH	115.00	115.00	
109155	2/25/2025 Voucher:	00003955	GALLS, LLC, (FEIN 20-35459	029980945	12/20/2024	SOFT SHELL JACKETS FOR ELE	163.59	163.59	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109156	2/25/2025	00002304	GENERAL PUMP COMPANY 32069	1/14/2025	ON-CALL MUNICIPAL WELL MAIN	3,970.00		
	Voucher:		32063	1/14/2025	ON-CALL MUNICIPAL WELL MAIN	5,400.00	9,370.00	
109157	2/25/2025	0008789	GONZALEZ, VIOLETA ORQUI 24-25 Q1	7/30/2024	Q1 - 24-25- VIOLETA GONZALEZ,	3,150.00		
	Voucher:		AUGUST 2024	8/31/2024	Q1 - AUG 2024 - VIOLETA GONZA	1,680.00		
			SEP 2024	9/30/2024	Q1 - SEP 2024 - VIOLETA GONZA	2,065.00		
			NOV 2024	11/30/2024	Q2 - NOV 2024 - VIOLETA GONZA	1,015.00		
			DEC 2024	12/30/2024	21 - DEC 2024 - VIOLETA GONZA	2,030.00		
			OCT 2024	10/31/2024	Q2 - OCT 2024 - VIOLETA GONZA	1,960.00	11,900.00	
109158	2/25/2025	0013098	GREEN'S DRY CLEANING & 539229	12/31/2024	DEC 2024 - JAIL CLEANING OF G	1,050.00		
	Voucher:		539228	11/30/2024	NOV 2024 - JAIL CLEANING OF G	1,583.40	2,633.40	
109159	2/25/2025	0014903	GUERRERO, MONICA Ref000363862	1/30/2025	UB REFUND CST #00065008 - 49:	166.81	166.81	
	Voucher:							
109160	2/25/2025	0014906	HASSAN, MOHAMMED Ref000363865	1/30/2025	UB REFUND CST #00066028 - 96:	183.41	183.41	
	Voucher:							
109161	2/25/2025	0005767	HERC RENTALS, INC. 34851529-001	8/29/2024	LIFT RENTAL TO REPAIR AND RE	5,260.49	5,260.49	
	Voucher:							
109162	2/25/2025	0014888	HERNANDEZ, JESUS Ref000363847	1/27/2025	UB REFUND CST #00043015 - 10:	56.69	56.69	
	Voucher:							
109163	2/25/2025	00000268	HOME DEPOT CREDIT SERV 0361218	12/2/2024	GENERAL MAINTENANCE - MISC	29.52		
	Voucher:		0361219	12/2/2024	GENERAL MAINTENANCE - MISC	72.26		
			5360255	7/10/2024	GENERAL MAINTENANCE - MISC	486.55		
			3361271	12/9/2024	GENERAL MAINTENANCE - MISC	277.13		
			0361217	12/2/2024	GENERAL MAINTENANCE - MISC	35.11		
			3361268	12/9/2024	GENERAL MAINTENANCE - MISC	253.73		
			8012722	12/4/2024	ELECTRICAL SUPPLIES	193.41	1,347.71	
109164	2/25/2025	00000647	HONEYWELL INTERNATIONAL/ 5268807422	12/30/2024	HVAC SERVICES FOR SOUTH G/	25,817.94		
	Voucher:		5268379407	11/12/2024	HVAC SERVICES FOR SOUTH G/	5,074.19		
			5268685140	12/16/2024	REPLACE RTU 5 TON PACKAGE	35,504.51		
			5268831962	1/1/2025	2/1/25-2/28/25A - ANNUAL HVAC E	12,040.08	78,436.72	
109165	2/25/2025	0014893	HUERTA MENDEZ, VANESSA Ref000363852	1/27/2025	UB REFUND CST #00065547 - 92:	143.38	143.38	
	Voucher:							
109166	2/25/2025	0006153	HUMAN SERVICES ASSOCIA OCT01-312024	11/10/2024	OCTOBER 2024 - PROVIDE LUNC	1,447.00		
	Voucher:		NOV01-302024	12/10/2024	NOVEMBER 2024 - PROVIDE LUN	1,447.00		
			DEC01-312024	1/10/2025	DECEMBER 2024 - PROVIDE LUN	1,447.00	4,341.00	

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109167	2/25/2025	0014886	IBARRA, SANDRA	Ref000363844	1/27/2025	UB REFUND CST #00040452 - 88	40.00	40.00
	Voucher:							
109168	2/25/2025	0005433	INTERNATIONAL MUNICIPAL	0001003	10/3/2024	IMSA WORK ZONE & TRAFFIC SI	3,780.00	3,780.00
	Voucher:							
109169	2/25/2025	00004578	INTERWEST CONSULTING C	631326	9/18/2024	AUG 2024 - INTERWEST CONSUI	862.50	862.50
	Voucher:							
109170	2/25/2025	0011271	ITRON, INC.	695581	12/12/2024	1/1/25-12/31/25 - ITRON SOFTWA	2,193.01	
	Voucher:			697378	1/3/2025	01/01/25-12/31/25 - SOFTWARE N	996.65	
				686118	8/12/2024	09/01/24-08/31/25 - SOFTWARE N	15,400.00	18,589.66
109171	2/25/2025	0014908	JARA, GUSTAVO	Ref000363867	1/30/2025	UB REFUND CST #00064815 - 10:	218.79	218.79
	Voucher:							
109172	2/25/2025	0005586	JOE A. GONSALVES & SONS	162240	1/23/2025	LEGISLATIVE ADVOCACY AT THE	2,500.00	2,500.00
	Voucher:							
109173	2/25/2025	0011585	JOHNSON CONTROLS FIRE	24491555	12/27/2024	FIRE SUPPRESSION SYSTEM S\	361.02	
	Voucher:			24491553	12/27/2024	FIRE SUPPRESSION SYSTEM S\	361.02	
				24477160	12/11/2024	FIRE SUPPRESSION SYSTEM S\	361.02	
				52560029	12/20/2024	WESTSIDE RESERVOIR	1,102.50	
				52558424	12/19/2024	REPLACE 10' OF 4' PIPE IN THE I	5,816.59	
				52572138	12/27/2024	WESTISDE RESERVOIR SERVI	1,607.39	
				24491547	12/27/2024	FIRE SUPPRESSION SYSTEM S\	361.02	
				24391259	10/21/2024	FIRE SUPPRESSION SYSTEM S\	361.02	
				24477159	12/11/2024	FIRE SUPPRESSION SYSTEM S\	361.02	
				24492359	12/30/2024	FIRE SUPPRESSION SYSTEM S\	328.32	
				24490667	12/26/2024	FIRE SUPPRESSION SYSTEM S\	1,093.98	12,114.90
109174	2/25/2025	0012510	KILEY & ASSOCIATES, LLC	SG250131	1/31/2025	JAN 2025 - AMEND NO 2 TO CON	3,333.33	3,333.33
	Voucher:							
109175	2/25/2025	00003387	KNORR SYSTEMS, INC.	253547	11/8/2024	POOL CHEMICALS & SUPPLIES F	2,069.56	
	Voucher:			256372	12/13/2024	POOL TEST KIT CHEMICALS	401.79	
				258907	1/15/2025	POOL VACCUM REPAIRS	336.29	
				256666	12/17/2024	POOL SUPPLIES	139.88	
				256354	12/13/2024	POOL CHEMICALS & SUPPLIES F	2,168.10	5,115.62
109176	2/25/2025	0007294	KOA CORPORATION	000023055-7	1/15/2025	11/30/24-12/27/24 - PROF. ENGN	1,127.50	
	Voucher:			000023055-6	12/27/2024	10/26/24-11/29/24 - PROF. ENGN	16,130.00	17,257.50
109177	2/25/2025	0006905	LA COUNTY SHERIFF'S DEP	251462BL	12/18/2024	NOV 2024 - FOOD FOR THE JAIL	741.10	
	Voucher:			251103BL	11/15/2024	OCT 2024 - FOOD FOR THE JAIL	634.60	1,375.70

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109178	2/25/2025	00003730	LEAGUE OF CALIFORNIA CI INV-26842-M3W6F	1/29/2025	ANNUAL MEMBERSHIP DUES FC	27,959.00	27,959.00
		Voucher:					
109179	2/25/2025	0014756	LIBERTY DENTAL PLAN, OF 0001756502	10/12/2024	NOV 2024 : ADJ FOR ACTIVE EE	286.15	286.15
		Voucher:					
109180	2/25/2025	00000488	LINDE GAS & EQUIPMENT IN 46107782	10/31/2024	LATE FEE	3.28	
		Voucher:	47050672	12/22/2024	WELDING CYLINDER RENTAL	166.56	169.84
109181	2/25/2025	0013343	LITTLEJOHN COMMUNICATI 02012025	2/3/2025	JAN. 2025 SERVICE FOR INMAT I	100.00	100.00
		Voucher:					
109182	2/25/2025	00003793	LONG BEACH BMW MOTOR 52042	2/4/2025	MINOR REPAIRS AND PARTS	1,596.70	1,596.70
		Voucher:					
109183	2/25/2025	0014889	MACHUCA, JEANETTE Ref000363848	1/27/2025	UB REFUND CST #00066012 - 10i	102.79	102.79
		Voucher:					
109184	2/25/2025	0014897	MCDONALD'S RESTAURANT Ref000363856	1/27/2025	UB REFUND CST #00064733 - 33i	204.28	204.28
		Voucher:					
109185	2/25/2025	0014898	MCDONALD'S RESTAURANT Ref000363857	1/27/2025	UB REFUND CST #00064591 - 33i	204.28	204.28
		Voucher:					
109186	2/25/2025	00004093	MELAD & ASSOCIATES SG25-07	2/3/2025	JAN 2025 - MELAD & ASSOCIATE	3,285.00	
		Voucher:	SG25-05	2/3/2025	JAN 2025 - MELAD & ASSOCIATE	6,643.26	
			SG25-06	2/3/2025	JAN 2025 - MELAD & ASSOCIATE	1,050.00	
			SG25-08	2/3/2025	JAN 2025 - MELAD & ASSOCIATE	15,540.00	26,518.26
109187	2/25/2025	0011575	MERCHANTS BUILDING 850936	12/31/2024	FY 24/25 CUSTODIAL AND MAINT	26,126.10	26,126.10
		Voucher:					
109188	2/25/2025	0009818	MICHAEL BAKER INTERNATI 1234315	12/23/2024	EMERGENCY OPERATIONS PLAI	5,360.00	5,360.00
		Voucher:					
109189	2/25/2025	00000170	MISC - PKS & REC REFUND 82054206-MARTIN	1/19/2025	REFUND OF DEPOSIT & FACILIT	403.00	403.00
		Voucher:					
109190	2/25/2025	00000170	MISC - PKS & REC REFUND 82052694-LEYVA,	12/20/2024	REFUND OF DEPOSIT	319.00	319.00
		Voucher:					
109191	2/25/2025	00000170	MISC - PKS & REC REFUND 80230226-CARDC	12/2/2024	REFUND - FOR JEREMIAH LOIDC	106.00	106.00
		Voucher:					
109192	2/25/2025	00003458	MISC - PUBLIC WORKS 867701-ARANA	1/23/2025	5491 GARDENDALE ST. - FIRE FL	441.00	441.00
		Voucher:					
109193	2/25/2025	00004335	MOTOROLA SOLUTIONS, INC 8230481951	9/11/2024	10/11/24-10/10/25 - CRIMEREPOF	3,000.00	3,000.00
		Voucher:					

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109194	2/25/2025	0014907	MUNOZ, OLGA	Ref000363866	1/30/2025	UB REFUND CST #00064074 - 10:	187.23
		Voucher:					187.23
109195	2/25/2025	00004969	NATIONAL READY MIXED CC 926432	12/17/2024	READY MIXED CONCRETE- 8427	626.79	
		Voucher:	928958	1/15/2025	READY MIXED CONCRETE 8924	971.58	1,598.37
109196	2/25/2025	0012286	NATIONWIDE ENVIRONMEN 34525	1/15/2025	JAN 2025 - CITYWIDE STREET S	68,534.70	68,534.70
		Voucher:					
109197	2/25/2025	0009990	NATURE'S SELECT PET FOC 207185	12/30/2024	DOG FOOD SUPPLIER	126.12	
		Voucher:	205221	12/10/2024	DOG FOOD SUPPLIER	126.12	252.24
109198	2/25/2025	0005289	NOBEL SYSTEMS 16071	1/2/2025	DIGITIZE THE ELECTRIC CIRCUIT	24,640.00	24,640.00
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109200	2/25/2025	00001414	OFFICE DEPOT	390296737001	11/5/2024	OFFICE SUPPLIES	46.85
	Voucher:			390297076001	11/5/2024	OFFICE SUPPLIES	50.15
				390297079001	11/5/2024	OFFICE SUPPLIES	41.55
				390317615001	11/5/2024	OFFICE SUPPLIES	218.28
				395051508001	11/19/2024	OFFICE SUPPLIES	646.61
				395080599001	11/22/2024	OFFICE CHAIR FOR CYNTHIA LA	242.54
				397850203001	11/25/2024	OFFICE SUPPLIES	66.01
				392061604001	11/12/2024	OFFICE SUPPLIES	191.40
				392068648001	11/13/2024	OFFICE SUPPLIES	154.31
				395976112001	11/14/2024	OFFICE SUPPLIES	163.36
				395985242001	11/13/2024	OFFICE SUPPLIES	99.21
				396325936001	11/21/2024	OFFICE SUPPLIES	57.54
				396326538001	11/20/2024	OFFICE SUPPLIES	31.09
				393091643001	11/13/2024	OFFICE SUPPLIES	80.81
				397621459001	11/21/2024	OFFICE SUPPLIES	133.60
				397627243001	11/22/2024	OFFICE SUPPLIES	30.98
				394000598001	11/8/2024	OFFICE SUPPLIES	48.50
				394000901001	11/7/2024	OFFICE SUPPLIES	36.68
				397828023001	11/21/2024	OFFICE SUPPLIES	25.02
				397828298001	11/25/2024	OFFICE SUPPLIES	111.15
				391378531001	11/11/2024	OFFICE SUPPLIES	203.80
				388994919001	11/7/2024	OFFICE SUPPLIES	61.45
				394337874001	11/7/2024	OFFICE SUPPLIES	120.78
				393287695001	11/7/2024	OFFICE SUPPLIES	248.76
				395475076001	11/7/2024	OFFICE SUPPLIES	254.57
				393738655001	11/12/2024	OFFICE SUPPLIES	239.34
				395985243001	11/13/2024	OFFICE SUPPLIES	173.52
				390841201001	11/11/2024	OFFICE SUPPLIES	145.00
				390903742001	11/12/2024	OFFICE SUPPLIES	27.26
				397279248001	11/21/2024	OFFICE SUPPLIES	34.06
				397279886001	11/21/2024	OFFICE SUPPLIES	57.72
				394481623001	11/5/2024	OFFICE SUPPLIES	260.79
				394496386001	11/5/2024	OFFICE SUPPLIES	23.14
				395589580001	11/14/2024	OFFICE SUPPLIES	78.58
				392317811001	11/12/2024	OFFICE SUPPLIES	65.63

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			397649492001	11/22/2024	OFFICE SUPPLIES	53.55	
			397649494001	11/21/2024	OFFICE SUPPLIES	129.09	
			397640328001	11/21/2024	OFFICE SUPPLIES	430.23	
			397649487001	11/21/2024	OFFICE SUPPLIES	297.64	
			397649490001	11/22/2024	OFFICE SUPPLIES	60.57	5,441.12
109201	2/25/2025	0013563	OFFICE OF: OFFICE CORP. 2419	12/17/2024	NOV 2024 - ADU MANAGEMENT I	5,500.00	5,500.00
		Voucher:					
109202	2/25/2025	0014887	OLIVAS, MARTHA	Ref000363845	1/27/2025	UB REFUND CST #00038860 - 53:	41.33
		Voucher:					41.33
109203	2/25/2025	0007984	O'REILLY AUTO PARTS	3063-205691	2/4/2025	AUTO PARTS	59.89
		Voucher:		3063-205708	2/4/2025	AUTO PARTS	13.36
109204	2/25/2025	0014902	PALOMARES, REYNA	Ref000363861	1/30/2025	UB REFUND CST #00061367 - 31:	77.77
		Voucher:					77.77
109205	2/25/2025	00003899	PD: CHAVEZ, JAMES	TNR 173	1/20/2025	NOV.7,2024 - TRAFFIC SAFETY S	51.32
		Voucher:					51.32
109206	2/25/2025	0013372	PD: GONZALEZ, RAUL	TNR 173	1/20/2025	NOV.7,2024 - TRAFFIC SAFETY S	51.32
		Voucher:					51.32
109207	2/25/2025	0009492	PD: PETERSON, ALOYSIUS	TNR 177	2/4/2025	MILAGE REIMBURSEMENT & PEI	421.70
		Voucher:					421.70
109208	2/25/2025	0010617	PD: ROMERO, ABRAHAM	TNR 173	1/20/2025	NOV.7,2024 - TRAFFIC SAFETY S	51.32
		Voucher:					51.32
109209	2/25/2025	0014258	PD: THORESON, STEVEN	TNR 173	1/20/2025	NOV.7,2024 - TRAFFIC SAFETY S	51.32
		Voucher:					51.32
109210	2/25/2025	0009511	PD:PRADO FAMILY SHOOTIN	7284	1/12/2025	JAN. 6,7,9, 2025 - PARTROL RIFL	1,350.00
		Voucher:		7292	1/19/2025	JAN. 15, 2025 - SWAT TRAINING I	450.00
				7269	12/24/2024	DECEMBER 17-18, 2024 - FIREAF	900.00
				7254	12/8/2024	12/04/2024 - SWAT TRAINING DA'	350.00
109211	2/25/2025	00004713	PETTY CASH- PARKS & REC	12/18/24-1/13/25	1/14/2025	12/18/24-1/13/25 - PARKS PETTY	154.32
		Voucher:					154.32
109212	2/25/2025	00004714	PETTY CASH- POLICE DEPT. 8/1/24-1/20/25	1/20/2025	8/1/24-ALBERT RODRIGUEZ - PR	435.51	435.51
		Voucher:					
109213	2/25/2025	00004437	PETTY CASH-POLICE NARC: 2/10/2025	2/10/2025	CI PAYMENT	8,000.00	8,000.00
		Voucher:					
109214	2/25/2025	0014909	PIVARAL, MARIA	Ref000363868	1/30/2025	UB REFUND CST #00066009 - 41:	185.40
		Voucher:					185.40

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109215	2/25/2025	0013899	PK: ART MADE IZZY	AMIWINTER125	1/14/2025	CARTOON & COMIC BOOK CHAF	940.50	940.50
		Voucher:						
109216	2/25/2025	00004271	PK: BETANCOURT, CRYSTAL	CBWINTER125	1/28/2025	WINTER 2025 - YOUTH HIP HOP	6,834.45	6,834.45
		Voucher:						
109217	2/25/2025	00001643	PK: DIAZ, VANESSA	VDWINTER125	1/28/2025	WINTER 2025 - BABY MEXICAN F	1,273.50	1,273.50
		Voucher:						
109218	2/25/2025	00003708	PK: LASTRA, MARY	MLWINTER125	1/28/2025	WINTER 2025 - MEXICAN FOLK C	3,056.40	3,056.40
		Voucher:						
109219	2/25/2025	0013766	PK: LOPEZ, ASHLEY	ALWINTER125	1/28/2025	WINTER 2025 - YOUTH CHEER C	933.90	933.90
		Voucher:						
109220	2/25/2025	0009212	PK: RAMOS, GUNTHER H. AL	GAWINTER125	1/28/2025	WINTER 2025 - DOG OBEDIENCE	509.40	509.40
		Voucher:						
109221	2/25/2025	0011335	PK: SALAZAR, ALICIA C	ASWINTER125	1/29/2025	WINTER 20205 - ART INSTRUCTI	857.25	857.25
		Voucher:						
109222	2/25/2025	00003721	PLUMBERS DEPOT INC.	PD-57902	1/24/2025	SEWER TRUCK EQUIPMENT	2,343.41	2,343.41
		Voucher:						
109223	2/25/2025	0014910	POLICE TECHNICAL	22075	12/23/2024	JAN 22-23, 2025 - EXCEL FOR PL	475.00	475.00
		Voucher:						
109224	2/25/2025	0005405	POLLARDWATER.COM	0279924	1/28/2025	VARIOUS WATER SUPPLIES	415.03	415.03
		Voucher:						
109225	2/25/2025	0014890	PORTILLO M, MILTON	Ref000363849	1/27/2025	UB REFUND CST #00065608 - 81:	105.95	105.95
		Voucher:						
109226	2/25/2025	00004055	PROFORCE LAW ENFORCEI	562773	11/29/2024	AMMUNITION AND EQUIPMENT	2,230.09	
		Voucher:		564223	12/18/2024	AMMUNITION AND EQUIPMENT	269.86	
				564187	12/18/2024	AMMUNITION AND EQUIPMENT	283.59	2,783.54
109227	2/25/2025	00004391	PYRO SPECTACULARS, INC.	500	1/22/2025	INITAL FEE - FIREWORKS SHOW	2,675.00	2,675.00
		Voucher:						
109228	2/25/2025	00000416	RAPID-O-PRINT	32973	1/22/2025	INVENTORY PO/ NO PARKING SI	1,896.30	1,896.30
		Voucher:						
109229	2/25/2025	0013627	RED WING BRANDS OF AME	20250110109693	1/10/2025	SAFETY FOOTWEAR PROVIDER	438.50	438.50
		Voucher:						
109230	2/25/2025	00004773	RET: ALMANZA, JOSEPH A	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	185.08	185.08
		Voucher:						
109231	2/25/2025	0008275	RET: AROCHA, FRANCIS X.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:						

Bank : botw BANK OF THE WEST			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109232	2/25/2025	00001840	RET: BLASKA, WILLIAM MIKE FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
109233	2/25/2025	00004776	RET: CARTER, LLOYD B FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
109234	2/25/2025	00000495	RET: CHAVEZ, ANTHONY A FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
109235	2/25/2025	0006505	RET: CORBET, RONALD FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,435.98	1,435.98
		Voucher:					
109236	2/25/2025	00004777	RET: DAY, ROBERT A FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
109237	2/25/2025	0008746	RET: DELEON, RUBEN FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
109238	2/25/2025	0011326	RET: GALVAN, RAY A. FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
109239	2/25/2025	0006508	RET: GOMEZ, JOSEPH C. FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
109240	2/25/2025	0010881	RET: KOOPMANS, WILLIAM C FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
109241	2/25/2025	0010410	RET: LEO, FRANK FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
109242	2/25/2025	00003833	RET: MOOMEY, STEVEN FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	518.00	518.00
		Voucher:					
109243	2/25/2025	00003798	RET: RANGEL, ARMANDO FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
109244	2/25/2025	0014900	RODRIGUEZ, JAIME Ref000363859	1/30/2025	UB REFUND CST #00042298 - 33-	40.00	40.00
		Voucher:					
109245	2/25/2025	0007826	RON'S MAINTENANCE, INC. 1223	1/22/2025	CITYWIDE ANNUAL CATCH BASII	21,075.00	21,075.00
		Voucher:					
109246	2/25/2025	0009447	RWC GROUP XA301202565:01	2/5/2025	SERVICE HEAVY DUTY TRUCK A	129.72	129.72
		Voucher:					
109247	2/25/2025	00000322	SAM'S CLUB 002147	12/11/2024	FOOD, SNACK'S AND DRINKS FC	595.35	
		Voucher:	008458	12/11/2024	FOOD, SNACK'S AND DRINKS FC	149.57	744.92
109248	2/25/2025	0014454	SCOTT EQUIPMENT, INC. P11775	2/5/2025	PARTS FOR PARKS TRACTOR UI	2,857.45	2,857.45
		Voucher:					

Bank : botw BANK OF THE WEST			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109249	2/25/2025	00004834	SECURITY SIGNAL DEVICES S-01137536	12/5/2024	CITY HALL KEYPAD CODE UPDA	189.00	
	Voucher:		R-00566794	12/10/2024	12/10/24-3/31/25 - NSTALL CARD	333.87	
			J-601006918	12/12/2024	INSTALL CARD READER - ADMIN	6,238.93	
			R-00525433	7/1/2024	7/1/24-9/30/24 FY2024/25: PARK&	12,792.99	19,554.79
109250	2/25/2025	0014896	SILVA, MELINA Ref000363855	1/27/2025	UB REFUND CST #00062789 - 27	204.28	204.28
	Voucher:						
109251	2/25/2025	0005312	SMARTCOVER SYSTEMS 37076	1/30/2025	01/01/25-12/31/25 - SMARTCOVEI	53,340.00	53,340.00
	Voucher:						
109252	2/25/2025	0014904	SOTELO, CINTYA Ref000363863	1/30/2025	UB REFUND CST #00065272 - 10	170.45	170.45
	Voucher:						
109253	2/25/2025	0013538	STACY MEDICAL CENTER 2452-55083	11/5/2024	MEDICAL SERVICES FOR PD DU	155.00	155.00
	Voucher:						
109254	2/25/2025	0013585	STERICYLE, INC. 8009469151	12/31/2024	DEC 2024 - SHREDDING DOCUM	127.78	127.78
	Voucher:						
109255	2/25/2025	00002639	STRADLING YOCCA CARLSC 414553	1/14/2025	LEGAL SERVICE THROUGH 12/3	637.00	637.00
	Voucher:						
109256	2/25/2025	0013656	SUPERIOR VISION INSURAN 862692	11/23/2024	DEC 2024 PREMIUM ADJUSTMEI	69.17	
	Voucher:		869019	12/23/2024	JAN 2025: PREMIUM ADJUSTMEI	142.05	
			857059	10/23/2024	NOV 2024 PREMIUM ADJUSTMEI	76.16	
			875174	1/23/2025	FEB 2025: PREMIUM ADJUSTMEI	-115.23	172.15
109257	2/25/2025	00004906	SWRCB FEES SC-144665	8/28/2024	PERIOD ENDING 6/30/24 - OVER:	377.98	377.98
	Voucher:						
109258	2/25/2025	0013584	TRUE NORTH COMPLIANCE 24-09-022-2	10/1/2024	SEPT 2024 - TRUE NORTH PLAN	625.00	625.00
	Voucher:						
109259	2/25/2025	00000637	TURF STAR INC INV066172	1/21/2025	TORO-MOWER/EQUIPMENT REF	1,665.18	
	Voucher:		INV065892	1/20/2025	TORO-MOWER/EQUIPMENT REF	780.00	2,445.18
109260	2/25/2025	0008005	U.S. BANK-PARS ACCT#6746 FEBRUARY 2025	12/19/2024	EXECESS BENEFIT PLAN INVOIC	1,230.00	1,230.00
	Voucher:						
109261	2/25/2025	0013792	UNIFIRST CORPORATION CSG1224	1/10/2025	DEC 2024 PROCUREMENT OF CI	1,227.96	1,227.96
	Voucher:						
109262	2/25/2025	0005750	UNITED INDUSTRIES 236537	1/22/2025	INVENTORY PO/ NITRILE GLOVE	1,631.81	1,631.81
	Voucher:						
109263	2/25/2025	0010265	UNITED PACIFIC SERVICES, 1102-3	12/17/2024	11/17/24-11/23/24 - TREE REMOV	2,000.00	2,000.00
	Voucher:						

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109264	2/25/2025	00004975	US ARMOR	48399	12/20/2024	VESTS	596.09	
	Voucher:			48200	11/25/2024	VESTS	938.93	
				48607	1/28/2025	VESTS	927.10	2,462.12
109265	2/25/2025	0014905	VALDIVIA, JONATHAN	Ref000363864	1/30/2025	UB REFUND CST #00060133 - 10:	174.72	174.72
	Voucher:							
109266	2/25/2025	0014465	VERIZON CONNECT FLEET I	622000064178	2/3/2025	MOBILE EQUIPMENT GPS	109.85	109.85
	Voucher:							
109267	2/25/2025	00001848	VERIZON WIRELESS	6104189216	1/21/2025	ACCT# 870804337-00001 - DEC 2	4,391.58	4,391.58
	Voucher:							
109268	2/25/2025	00002634	VULCAN MATERIALS COMP	2540146	1/8/2025	ASPHALT, BASE, EMULSION PRC	867.40	
	Voucher:			2547709	1/10/2025	ASPHALT, BASE, EMULSION PRC	133.81	
				2540749	1/8/2025	ASPHALT, BASE, EMULSION PRC	249.44	1,250.65
109269	2/25/2025	0014146	W.G. ZIMMERMAN ENGINEE	24-11-621	12/10/2024	NOV 224 - REVIEW OF AMAZON	2,755.00	
	Voucher:			24-10-601	11/7/2024	OCT 2024 -R EVIEW OF AMAZON	4,370.00	7,125.00
109270	2/25/2025	0010476	WECK LABORATORIES INC	W5A1620	1/27/2025	WATER QUALITY SAMPLING	200.00	
	Voucher:			W5A1898	1/31/2025	WATER QUALITY SAMPLING	135.00	
				W5A1362	1/23/2025	WATER QUALITY SAMPLING	440.00	
				W5A1361	1/23/2025	WATER QUALITY SAMPLING	135.00	
				W5A0986	1/17/2025	WATER QUALITY SAMPLING	440.00	
				W5A1897	1/31/2025	WATER QUALITY SAMPLING	135.00	
				W5B0070	2/3/2025	WATER QUALITY SAMPLING	640.00	2,125.00
109271	2/25/2025	0014894	WELLS FARGO BANK	Ref000363853	1/27/2025	UB REFUND CST #00059916 - 47:	148.00	148.00
	Voucher:							
109272	2/25/2025	0014660	WELLS TAPPING SERVICE, I	10006	9/11/2024	6" VALVE INSERT FOR SHUTDOV	7,500.00	7,500.00
	Voucher:							
109273	2/25/2025	0014573	WEST & ASSOCIATES ENGIN	1024.12.20	1/8/2025	PREPARE ANNUAL URBAN WATE	2,250.00	2,250.00
	Voucher:							

Bank : botw BANK OF THE WEST			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109274	2/25/2025	00000561	WESTERN EXTERMINATOR	72418780	1/14/2025	FY 24/25 ANNUAL PEST CONTRC	76.45
	Voucher:			72418779	1/14/2025	FY 24/25 ANNUAL PEST CONTRC	227.15
				72418563	1/14/2025	FY 24/25 ANNUAL PEST CONTRC	82.50
				72417150	1/14/2025	FY 24/25 ANNUAL PEST CONTRC	121.00
				72417149	1/14/2025	FY 24/25 ANNUAL PEST CONTRC	46.50
				72417148	1/14/2025	FY 24/25 ANNUAL PEST CONTRC	42.00
				72417147	1/14/2025	FY 24/25 ANNUAL PEST CONTRC	151.50
				72416816	1/14/2025	FY 24/25 ANNUAL PEST CONTRC	275.00
				72416678	1/14/2025	FY 24/25 ANNUAL PEST CONTRC	228.70
109275	2/25/2025	0011968	WEX BANK	102759389	2/6/2025	02/6/25 CLOSING DATE: SHELL C	934.12
	Voucher:						1,250.80
							934.12
109276	2/25/2025	00001522	WHITE CAP CONSTRUCTION	50029954443	1/27/2025	STREET DIV TOOLS	776.20
	Voucher:						776.20
109277	2/25/2025	00001280	WILLDAN	00231770R2	5/14/2024	THRU 04/30/24 - AS NEEDED PS/	48,543.75
	Voucher:			00231006R2	1/22/2024	THRU 12/31/23 - AS NEEDED PS/	29,925.00
				00421151	1/15/2025	CM SERVICES FOR AMR UPGRA	16,112.57
				00231427R2	3/13/2024	THRU 02/29/24 - AS NEEDED PS/	28,087.50
				00231636R2	4/22/2024	THRU 03/31/24 - AS NEEDED PS/	33,168.75
				00231131R2	2/14/2024	THRU 01/31/24 - AS NEEDED PS/	33,300.00
				00420657	9/27/2024	THRU 8/23/24 -CONSTRUCTION I	1,359.00
				00420492	8/16/2024	THRU 7/26/24 -CONSTRUCTION I	10,660.00
109278	2/25/2025	0014863	WILLIAMS, ROSEMARY	Ref000363846	1/27/2025	UB REFUND CST #00056548 - 10:	50.62
	Voucher:						201,156.57
							50.62
109279	2/25/2025	0014770	WINDOW TINTS SOCAL INC.	1579	2/4/2025	HOLLYDALE INDUSTRIAL PARK C	4,828.00
	Voucher:						4,828.00
109280	2/25/2025	0008787	WINNER CHEVROLET, INC.	0010743	1/14/2025	2024 CHEVROLET EQUINOX EV	39,251.95
	Voucher:						39,251.95
47110541	1/30/2025	0011873	CALIFORNIA DEPARTMENT C	014-001624-CY20.	1/31/2025	USE TAX-CALENDAR YR 2023 (1/	588.00
	Voucher:						588.00
Sub total for BANK OF THE WEST:							1,088,061.16
282 checks and 1 wire transfer in this report.							
Grand Total All Checks and Wire Transfers:							1,088,061.16

Void Checks

Bank code: botw

Bank code: efbotw

<u>Check #</u>	<u>Date</u>
109199	2/25/2025

(none)

WARRANT REGISTER FOR COUNCIL MEETING 2/25/2025

PART V

apChkLst

02/19/2025

4:30:28PM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2865	1/2/2025	00004708	PERS HEALTH PLAN	Ben362561	1/2/2025	MEDICAL HMO ANTHEM SELECT	599,707.71	599,707.71
	Voucher:							
2885	2/13/2025	00002370	INTERNAL REVENUE SERV	Ben364445	2/13/2025	MEDICARE: PAYMENT	185,466.79	185,466.79
	Voucher:							
2886	2/13/2025	00000343	PUBLIC EMPLOYEES RETIR	Ben364447	2/13/2025	MILITARY SERVICE CREDIT: PAY	290,397.61	290,397.61
	Voucher:							
2887	2/13/2025	00001186	EMPLOYMENT DEVELOPME	Ben364449	2/13/2025	SDI: PAYMENT	67,967.17	67,967.17
	Voucher:							
2888	2/13/2025	00004836	SEIU LOCAL 721 CTW CLC-2	Ben364451	2/13/2025	SEIU DUES: PAYMENT	2,925.61	2,925.61
	Voucher:							
2890	2/13/2025	00000004	NATIONWIDE RETIREMENT :	Ben364455	2/13/2025	DEF COMP NATIONWIDE: PAYME	80,127.48	80,127.48
	Voucher:							
2891	2/13/2025	00004996	SEIU-COPE LOCAL 721, LA/C	Ben364457	2/13/2025	SEIU- COPE LOCAL 721 DEDUCT	64.01	64.01
	Voucher:							
2893	2/13/2025	00004988	CHILD SUPPORT ON-LINE, S	Ben364461	2/13/2025	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12
	Voucher:							

Sub total for BANK OF THE WEST: 1,227,692.50

8 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 1,227,692.50

WARRANT REGISTER FOR COUNCIL MEETING 2/25/2025

PART VI

apChkLst

Final Check List

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02/13/2025

3:13:13PM

CITY OF SOUTH GATE

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4516	2/25/2025	0014823	RET: ANTHONY PEREZ, EDV FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:					
4517	2/25/2025	0012466	RET: ADAMS, PAUL L. FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,299.14	1,299.14
		Voucher:					
4518	2/25/2025	0005570	RET: ALONZO, ANTHONY FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,011.40	1,011.40
		Voucher:					
4519	2/25/2025	0014715	RET: ANDERSON, KENNETH FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00	300.00
		Voucher:					
4520	2/25/2025	0012843	RET: AUSTIN, BYRON A. FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,578.30	1,578.30
		Voucher:					
4521	2/25/2025	0005813	RET: AVILA, VINCENT FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:					
4522	2/25/2025	0013775	RET: AVILES, OMAR ADOLFC FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00	300.00
		Voucher:					
4523	2/25/2025	0014366	RET: BARKER, RILEY M. FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,435.98	1,435.98
		Voucher:					
4524	2/25/2025	0012982	RET: BONILLA CLAYTON, YAI FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4525	2/25/2025	00001265	RET: BRASSFIELD, CHARLE: FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
4526	2/25/2025	0006324	RET: BURBACH, MAUREEN FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4527	2/25/2025	0012844	RET: CAMACHO, EDWARD FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:					
4528	2/25/2025	0014800	RET: CHAVEZ, CELESTE FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00	300.00
		Voucher:					
4529	2/25/2025	00000817	RET: CHRIST, DOUGLAS F FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
4530	2/25/2025	00003408	RET: DAMRON, ROGER V FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
4531	2/25/2025	0014404	RET: DAVILA, PAULITA FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00	300.00
		Voucher:					
4532	2/25/2025	0013163	RET: DAVIS, RANDALL JOHN FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,196.68	1,196.68
		Voucher:					

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(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
4533	2/25/2025	00001776	RET: EADE, JOANN	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	185.08	185.08
		Voucher:						
4534	2/25/2025	00003973	RET: EADS, KENNETH P.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,011.40	1,011.40
		Voucher:						
4535	2/25/2025	00003853	RET: FANNIN, ZONA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4536	2/25/2025	0008820	RET: FERNANDEZ, CARLOS	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:						
4537	2/25/2025	00004403	RET: FIELD, GARY	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4538	2/25/2025	0006507	RET: FIGUEROA, GLORIA A.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4539	2/25/2025	0013564	RET: FLAD, MICHAEL	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,339.68	1,339.68
		Voucher:						
4540	2/25/2025	00000605	RET: FORRESTER, BOB L	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:						
4541	2/25/2025	0005355	RET: GALBREATH, RUSSELL	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	388.13	388.13
		Voucher:						
4542	2/25/2025	0011186	RET: GAMBOA, OSCAR	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4543	2/25/2025	00000496	RET: GEORGE, RONALD P	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:						
4544	2/25/2025	00001660	RET: GOMEZ, RANDOLPH	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00	300.00
		Voucher:						
4545	2/25/2025	0013121	RET: GONZALES, LORETTA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4546	2/25/2025	00003940	RET: GONZALEZ, HIRAM	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4547	2/25/2025	0006328	RET: GUTIERREZ, MANUEL	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:						
4548	2/25/2025	0014822	RET: GUTIERREZ, REYNA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00	300.00
		Voucher:						
4549	2/25/2025	0006510	RET: HERNANDEZ, MARIA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4550	2/25/2025	0006329 RET: HOMSHER, HUGH	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,118.76	1,118.76
		Voucher:					
4551	2/25/2025	0013216 RET: HUFFMAN, EDWARD R	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:					
4552	2/25/2025	0012845 RET: HUGAR L., JAMES	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:					
4553	2/25/2025	00004784 RET: HUNTRODS, RICHARD	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	239.00	239.00
		Voucher:					
4554	2/25/2025	0009521 RET: HUPP, KEITH	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:					
4555	2/25/2025	0008058 RET: INMAN, RONALD	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:					
4556	2/25/2025	00004785 RET: IRISH, TERRY F	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
4557	2/25/2025	0011110 RET: JOHNSON, GERALD	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4558	2/25/2025	00004787 RET: KENNEDY, GARY E	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
4559	2/25/2025	0005356 RET: KEY, ANDREW	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,011.40	1,011.40
		Voucher:					
4560	2/25/2025	0011111 RET: KOOMEN, SHERI L.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4561	2/25/2025	0009946 RET: LEFEVER, STEVEN A.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	200.00	200.00
		Voucher:					
4562	2/25/2025	00004789 RET: LILLEY, RAYMOND E	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
4563	2/25/2025	0012707 RET: LLOYD, BRUCE W.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4564	2/25/2025	0012927 RET: LONG, PENG	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4565	2/25/2025	0005633 RET: LOPEZ, ALFONSO	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	590.37	590.37
		Voucher:					
4566	2/25/2025	0006511 RET: LOPEZ, RAMON A.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					

Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
4567	2/25/2025	0009453	RET: LOPEZ, VERONICA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4568	2/25/2025	0013398	RET: MARIN, SANDRA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4569	2/25/2025	0007656	RET: MATSUKIYO, DAVID	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:						
4570	2/25/2025	0014276	RET: MCEVILLY, DEBORAH	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00	300.00
		Voucher:						
4571	2/25/2025	0013777	RET: MONTANEZ JR., ABELIN	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00	300.00
		Voucher:						
4572	2/25/2025	00003328	RET: MOSBY, DOROTHEA S	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	185.08	185.08
		Voucher:						
4573	2/25/2025	0011895	RET: MUNOZ, ALFREDO	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:						
4574	2/25/2025	00003239	RET: NASSAR, SAMI R	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	200.00	200.00
		Voucher:						
4575	2/25/2025	0014639	RET: O'MALLEY, DEREK	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:						
4576	2/25/2025	0012468	RET: ORTIZ, JULIAN	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	768.52	768.52
		Voucher:						
4577	2/25/2025	0012467	RET: PATINO, IGNACIO M.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:						
4578	2/25/2025	0011522	RET: PELLERIN, ROBERT	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:						
4579	2/25/2025	00005237	RET: PEREZ, SUSAN	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4580	2/25/2025	0010733	RET: PIXLER, DAVID	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:						
4581	2/25/2025	00004794	RET: POWELL, ROBERT K.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:						
4582	2/25/2025	0006326	RET: RAMIREZ, VIRGINIA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						
4583	2/25/2025	0006327	RET: RASCO, ANGELA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:						

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(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4584	2/25/2025	0011967	RET: RIVERA, FRANK J. FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	786.34	786.34
		Voucher:					
4585	2/25/2025	0011978	RET: RIVERA, HANNAH TELL FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	786.34	786.34
		Voucher:					
4586	2/25/2025	0012837	RET: RODRIGUEZ, ANNA FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4587	2/25/2025	0012682	RET: RUIZ, NELLIE FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4588	2/25/2025	0011112	RET: SALDIVAR, MARIO M. FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:					
4589	2/25/2025	0013274	RET: SAUCEDO NEVAREZ, L FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4590	2/25/2025	0009865	RET: SCHRADER, GEORGE I FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,331.00	1,331.00
		Voucher:					
4591	2/25/2025	0011521	RET: SCOTT, DAVID FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78	1,507.78
		Voucher:					
4592	2/25/2025	0013273	RET: SEKIYA, JONATHAN M FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,086.55	1,086.55
		Voucher:					
4593	2/25/2025	00000458	RET: SEWELL, ELAINE FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4594	2/25/2025	00000459	RET: SEWELL, KENNETH R FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4595	2/25/2025	0006513	RET: SHETTER, RANDOLPH FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					
4596	2/25/2025	00000869	RET: SMITH, CHARLES R FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
4597	2/25/2025	00004796	RET: SPEELMAN, PATRICIA I FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
4598	2/25/2025	00002147	RET: SPROWLS, KENNETH C FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00	250.00
		Voucher:					
4599	2/25/2025	0008313	RET: SULLIVAN, DARREN FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,011.40	1,011.40
		Voucher:					
4600	2/25/2025	0006512	RET: TATTI, WILLIAM P. FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00	150.00
		Voucher:					

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(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4601	2/25/2025	0012960	RET: TAYLOR, TOM C.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00
		Voucher:					150.00
4602	2/25/2025	0014457	RET: TEEPLES, JAMES	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78
		Voucher:					1,507.78
4603	2/25/2025	0014524	RET: TIMOTEO, VINEULA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00
		Voucher:					300.00
4604	2/25/2025	0014403	RET: TORRES, DAVID E	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	200.00
		Voucher:					200.00
4605	2/25/2025	0012959	RET: TREJO, RAMONA M	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00
		Voucher:					150.00
4606	2/25/2025	0014379	RET: URTEZ, YOLANDA	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00
		Voucher:					300.00
4607	2/25/2025	00003573	RET: VAN LIEROP, MARTIN G	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	426.70
		Voucher:					426.70
4608	2/25/2025	0013776	RET: VARGAS, ALEX J.	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	300.00
		Voucher:					300.00
4609	2/25/2025	00003959	RET: WADE, RICHARD	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	306.00
		Voucher:					306.00
4610	2/25/2025	0007655	RET: WELLS, GREGORY	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	768.52
		Voucher:					768.52
4611	2/25/2025	00004379	RET: WHALEN, HARVEY	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	150.00
		Voucher:					150.00
4612	2/25/2025	00000498	RET: WILLIAMS, GALE M	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	250.00
		Voucher:					250.00
4613	2/25/2025	0008821	RET: WILLIAMS, TIMOTHY	FEB 2025	2/10/2025	FEB 2025- RETIREE MEDICAL IN:	1,507.78
		Voucher:					1,507.78
Sub total for BANK OF THE WEST EFT:							60,009.59
98 EFTs in this report.							
Grand Total All EFTs:							60,009.59

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 2/25/2025**

TOTAL PART I - PREPAID CHECKS (2/5/2025)	33,752.17
TOTAL PART II - PAYROLL-RELATED CHECKS	57,565.08
TOTAL PART III - PREPAID CHECKS (2/12/2025)	1,030,704.98
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	1,088,061.16
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	1,227,692.50
TOTAL PART VI - ACCOUNTS PAYABLE EFTs	60,009.59
SUB - TOTAL	3,497,785.48
LESS: VOIDS	0.00
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(441,351.63)
GRAND TOTAL	3,056,433.85

Warrant Number 109066 to Warrant Number 109280 inclusive, plus WireTransfers and EFT's totaling \$3,056,433.85 as listed on the accompanying Accounts Payable Warrant Register of FEBRUARY 26, 2025 are approved as presented, with the exception of the following voided and replacement warrants:

* Replacement checks reported in previous warrant registers have no impact to the grand total.

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