SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, October 28, 2025 at 6:30 p.m.

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

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

City Officials

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

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

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

Meeting Schedule

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

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

Brown Act

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

City's Vision Statement

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

Public Communications

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

Emails for public comment received prior to 4:00 pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Maria Davila, Mayor

INVOCATION:

PLEDGE OF ALLEGIANCE: Manuel Arana, Chief of Police

ROLL CALL: Yodit Glaze, City Clerk

Public Hearings

1. Conditional Use Permit No. 25-04 to Allow Live Entertainment within a Proposed Food Hall Located at 3703 Tweedy Blvd., and Finding the Project Categorically Exempt from the California Environmental Quality Act

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

a. Approving the live entertainment permit for “The Place @ Tweedy” to have live entertainment at 3703 Tweedy Boulevard (“Project Site”), subject to the conditions set forth in Planning Commission Resolution No. 2025-10 and any limitations and/or conditions the City Council may wish to impose.

Documents:

Item 1 Report 10282025.pdf

Comments From The Audience - Non-Agenda Items

During this time, members of the public may address the City Council regarding any items not listed on the agenda and within the subject matter jurisdiction of the City Council and not on this agenda. Comments from the audience will be limited to three (3) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law. The collective initial period of time for comments from the audience shall be limited to 45 minutes. Any speaker that did not get a chance to speak during this segment due to the 45-minute limitations will be able to speak at the end of the meeting prior to adjournment.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt/interfere, other actions which disrupt the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section1.04.110.

Reports And Comments From City Officials

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Consent Calendar Items

Agenda Items **2, 3, 4, 5, 6, 7, 8, 9, and 10** 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.

2. Resolution Amending the City's Conflict of Interest Code for Designated City Personnel, Adopting by Reference Section 18730 of the California Code of Regulations

The City Council will consider: (HR)

a. Adopting a Resolution Amending the City’s Conflict of Interest Code.

Documents:

Item 2 Report 10282025.pdf

3. Resolution to Amend Resolution No. 6377 (Rules and Regulations for the Administration of Civil Service Procedures), Adopting a Resolution to Approve the Personnel Management Rules, and to Remove the Hiring Rules from a Resolution and move them into Administrative Regulation

The City Council will consider: (HR)

a. Amending Resolution No. 6377 (Rules and Regulations for the Administration of Civil Service Procedures);

b. Approve Personnel Management Rules; and

c. Remove the Hiring Rules from a resolution and move them into an Administrative Regulation.

Documents:

Item 3 Report 10282025.pdf

4. Amendment No. 1 to Contract No. 2025-03-CC with T.Y. Lin International, for Construction Management and Inspection Services for the Construction of the Citywide Residential Resurfacing, Phase IV, City Project No. 699-ST

The City Council will consider: (PW)

a. Approving Amendment No. 1 to Contract No. 2025-03-CC with T.Y. Lin International, (“Agreement”) to provide additional construction management and inspection services for the construction of for the Citywide Residential Resurfacing, Phase IV, City Project No. 699-ST (“the Residential Resurfacing Project IV”), at a cost not to exceed $112,537; and

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

Documents:

Item 4 Report 10282025.pdf

5. Change Order No. 4 to Contract No. 2023-58-AC with Executive Management Security Services

The City Council will consider: (PW)

a. Approving Change Order No. 4 in the amount of $80,000 to Contract No. 2023-AC with Executive Management Security Services; and

b. Authorizing the Director of Administrative Services to execute Change Order No. 4 in a form acceptable to the City Attorney.

c. Approve the reappropriation of $80,000 from Salaries (Acct No. 100-401-61-5101) to Professional Services (Acct No. 100-401-61-6101) to fund the change order.

Documents:

Item 5 Report 10282025.pdf

6. Agreement with CJ Concrete Construction to Provide Sidewalk Maintenance Services

The City Council will consider: (PW)

a. Approving a Maintenance Services Agreement with CJ Concrete Construction, for sidewalk repair services, for an amount not to exceed $782,000;

b. Authorizing the City Manager to approve and execute amendments to the Professional Services Agreement up to a cumulative amount of $193,000;

c. Approving a budget amendment to add funding for part-time Engineering Aide assistance and transfer $125,000 in Gas Tax Funds from the Sidewalk Maintenance Services budget to fully fund the position, which is needed to provide inspections services; and

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

Documents:

Item 6 Report 10282025.pdf

7. Agreement with PermiTech Solutions Corporation, Successor in Interest to Telecom Law Firm, P.C., for Wireless Consulting Services

The City Council will consider: (CD)

a. Approve Agreement with PermiTech to provide wireless consulting services; and

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

Documents:

Item 7 Report 10282025.pdf

8. Grant Deed of Easement for Right-of-Way Dedication at Firestone Boulevard and El Paseo Street for Street Purposes, from GVD Commercial Properties, Inc. and Monte MAC No. 1 LP

The City Council will consider: (PW)

a. Accepting a Grant Deed from GVD Commercial Properties, Inc. And Monte Mac No. 1, LP to secure right-of-way for street purposes as a part of the development located at Firestone Boulevard and El Paseo Street, at no cost to the City; and

b. Authorizing the Mayor to execute the Deed in a form acceptable to the City Attorney.

Documents:

Item 8 Report 10282025.pdf

9. Attorney Fee Agreement with Outside Counsel

The City Council will consider: (CM)

a. Approving Attorney Retainer Agreement with the law firm of (1) Liebert Cassidy Whitmore; (2) Aleshire & Wynder; (3) Lewis Brisbois; (4) Rothans, Carpenter & Dumont; and Frost Brown Todd, LLP to continue to provide legal services to the City related to consulting, representational and legal services and

b. Authorize the City Manager to execute such agreements in a form acceptable to the City Attorney.

Documents:

Item 9 Report 10282025.pdf

10. Approve Minutes for the Special and Regular Council Meetings of September 9 & 23, 2025

The City Council will consider: (CLERK)

a. Approving the Special and Regular Meeting minutes of September 9, 2025; and

b. Approving the Special and Regular Meeting minutes of September 23, 2025.

Documents:

Item 10 Report 10282025.pdf

Reports, Recommendations And Requests

11. Warrant Register for October 28, 2025

The City Council will consider: (ADMIN SVCS)

a. Approving the Warrant Register for October 28, 2025.

Total of Checks:	$4,607,978.05
Less: Voids	$ (0.00)
Less: Employee Payroll Deductions	$ (468,827.83)
Grand Total:	$4,139,150.22

Cancellations: None

Documents:

Item 11 Report 10282025.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on October 23, 2025, at 6:00 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

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

MEETING SCHEDULE

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

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

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers.

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

To ensure that the public is able to participate, the City provides the opportunity to submit their

comments in person, email, mail. Methods of participation may be subject to change during other such times when a State of Emergency, Health Order or State Executive Order limits in-person participation.

CURFEW

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

STAFF REPORTS

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

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk. Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

Office of the
South Gate City Clerk

OCT 23 2025
FILED
1:30pm

Item No. 1

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 28, 2025**
Originating Department: **Community Development**

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

SUBJECT: CONDITIONAL USE PERMIT NO. 25-04 TO ALLOW LIVE ENTERTAINMENT WITHIN A PROPOSED FOOD HALL LOCATED AT 3703 TWEEDY BOULEVARD, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

PURPOSE: Consideration of Conditional Use Permit (CUP) No. 25-04 to allow live entertainment for "The Place @ Tweedy" located at 3703 Tweedy Boulevard. Pursuant to Table 11.51.030, live entertainment permit applications are subject to review and approval by the City Council.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving the live entertainment permit for "The Place @ Tweedy" to have live entertainment at 3703 Tweedy Boulevard ("Project Site"), subject to the conditions set forth in Planning Commission Resolution No. 2025-10 and any limitations and/or conditions the City Council may wish to impose.

FISCAL IMPACT: If the permit is approved, $70 will be collected and deposited into the City's General Fund on an annual basis ($81 annually after November 9, 2025) upon obtaining a business license.

PUBLIC NOTIFICATION: Advertising and notification of the public hearing was conducted in compliance with Chapter 11.50.020 of the South Gate Municipal Code ("SGMC"). Notice of the hearing was posted and published in the "South Gate Press" newspaper and was mailed to owners and residents within 1,000 feet of the Project Site on October 9, 2025.

ENVIRONMENTAL EVALUATION: Under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"), the project qualifies as a Class 32 Categorical Exemption pursuant to Section 15332 (Class 32 – Infill Development Projects) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

BACKGROUND:

Live Entertainment

The applicant requests approval to provide live entertainment at the Project Site. Live entertainment will be limited to musical performances of no more than four (4) performers at a time. Performances will take place in the outdoor stage area adjacent to the ground-floor bar.

Schedule of Entertainment:

- Days: Friday, Saturday, and Sunday
- Times: 12:00 PM – 10:00 PM

Entertainment will be oriented inward toward the courtyard to minimize sound transmission to surrounding properties. All performances will comply with city noise standards and operational conditions.

Site History and Environmental Setting

The Project Site consists of three lots: one developed lot and two vacant lots. The developed lot (3703 Tweedy Boulevard) at the northeastern corner of Tweedy Boulevard and San Carlos Avenue has a one-story, 2,392 SF commercial building constructed in the 1950s. It was formerly used as a dental/medical office, but the building is now vacant. Based on aerial photographs, the two vacant lots located east of the commercial building have been vacant for over 30 years. There are no building permits on file showing that the lots were ever developed.

The entire site is flat with paved sidewalks, stable valley soils, and surrounded by low-rise commercial storefronts and nearby residences. Vegetation is minimal, limited to a few street trees along the public sidewalks and ornamental plants onsite. There are no sensitive habitats or protected species in the area. Wildlife consists of common urban birds and small mammals. There are no known historical, cultural, or scenic designations on the property.

The property is part of the Tweedy Mile corridor and is required to have an active retail frontage that encourages pedestrian activity. Properties along Tweedy Boulevard adjacent to the subject site are developed with commercial uses. Residential uses are located to the north along San Carlos Avenue.

Project Overview

- Site Characteristics: The subject site measures approximately 125.5 feet deep by 84 feet wide and is 10,541 square feet (SF) or 0.24 acre (AC). It is a rectangular-shaped lot with street frontage on Tweedy Boulevard to the south and San Carlos Avenue to the west. There is an alley and public parking to the north. Table 1 provides a summary of the lot dimensions and the lot area of the subject parcel, and Table 2 provides the zoning and surrounding land uses.

Table 1 – Property Data	
Lot Depth	125.5'
Lot Width	84'
Lot Area	0.24 AC

- Surroundings: Surrounding properties include commercial uses along Tweedy Boulevard and residential uses to the north along San Carlos Avenue. To the south across Tweedy Boulevard is a shopping center anchored by CVS Pharmacy. Table 2 provides a summary of the neighboring land uses and zones. Figure 1 shows an aerial photo of the area, and Figure 2 shows the zoning.

Table 2 – Surrounding Land Uses		
	Zone	**Land Use**
North	TMU2/NM	Parking lot and residences
East	TMU2	Commercial
South	TMU2	Commercial
West	TMU1	Commercial

Figure 1 – Aerial Photograph

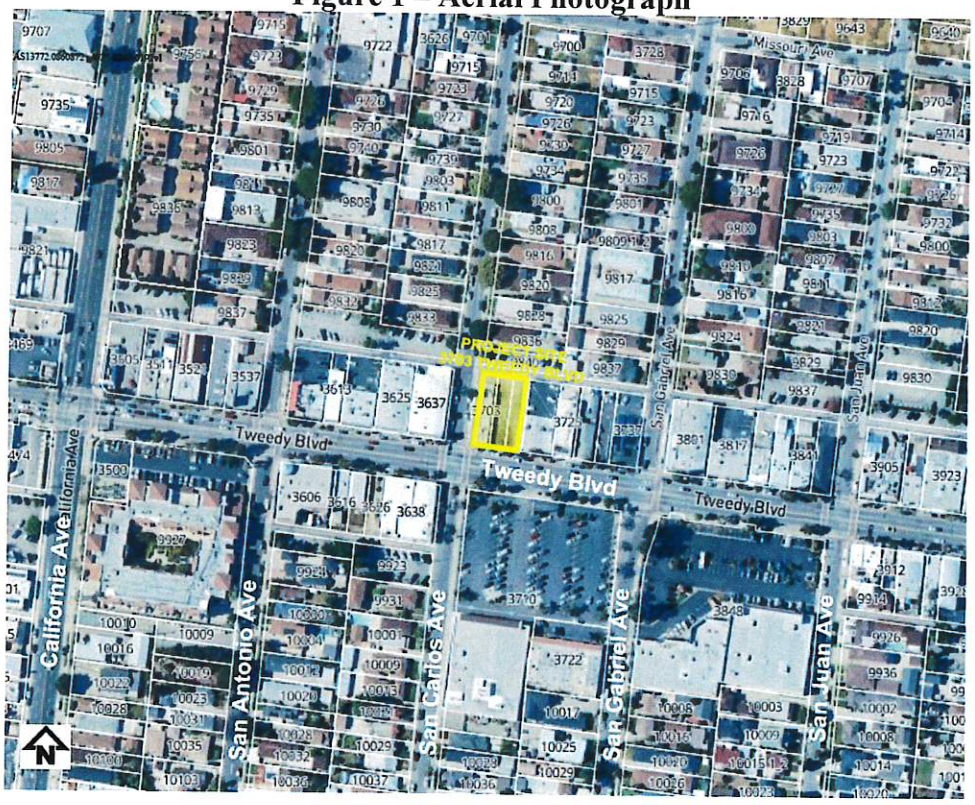
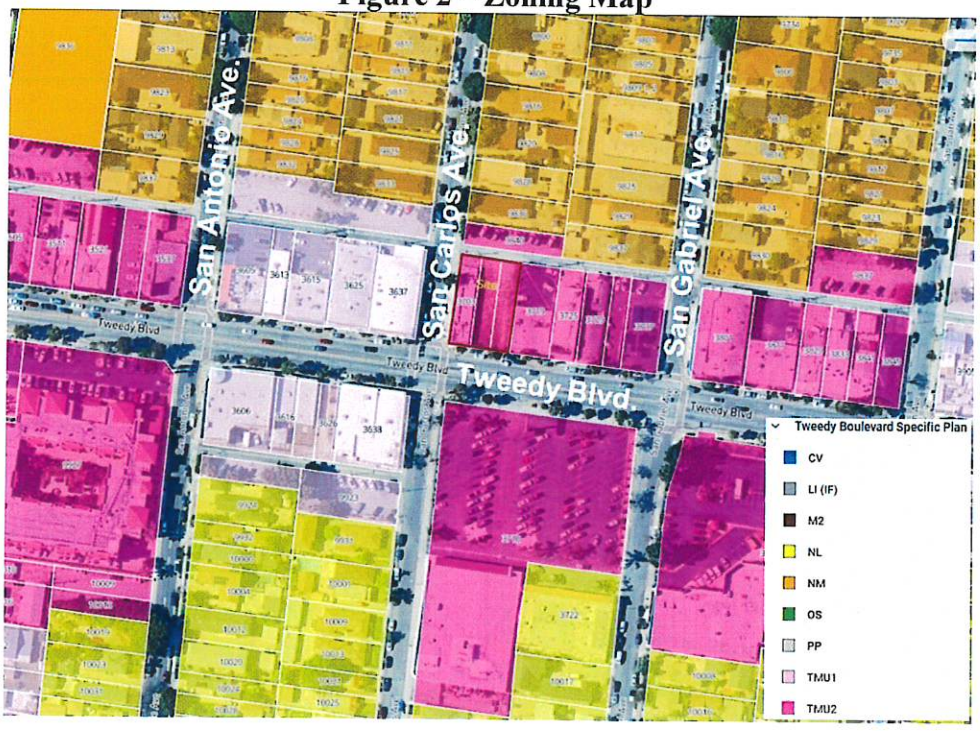


Figure 2 – Zoning Map



History of Land Use and Zoning of Subject Property

In 1950, the property at 3703 Tweedy Boulevard was developed as a medical building. A 14-foot by 28-foot carport was built in the rear of the building. There are no permits for the two vacant lots to the east; however, a history of code violations has occurred over the decades, including overgrown vegetation, weeds, trash, debris, and parking on an unimproved area. Violations of graffiti have also been reported on the existing building.

In 2019, the City adopted the Tweedy Boulevard Specific Plan. The zoning for the subject property and adjacent properties along Tweedy Boulevard was changed from Restricted Commercial (C-2) to Tweedy Mixed Use-2 (TMU2). Properties to the west across San Carlos Avenue were changed to Tweedy Mixed Use-1 (TMU1). An "Active Retail Frontage" corridor was established from Elizabeth Avenue to the west to Bowman Avenue to the east, which includes the subject property.

Planning Commission Meeting

On October 21, 2025, the Planning Commission conducted a public hearing on a Conditional Use Permit (CUP No. 25-04) and a Site Plan Review (PL No. 25-0312) to consider development of an open-air food hall with a central outdoor plaza, 7,718 square feet of building area, eight restaurant vendor spaces, live entertainment, landscaping, signage, and other improvements. Two vendors will be selling alcohol under a Type 47 license ("On-Sale General Eating Place") issued by the California Department of Alcoholic Beverage Control (ABC).

The applicant spoke on behalf of the project, and 10 other speakers from the public provided testimony. All the speakers were in support of the project. One resident asked about the type of entertainment and how the owner would control the venues to ensure a family-friendly environment.

The Planning Commission asked questions of the applicant and staff and deliberated on the item. At the conclusion of the public hearing, the Commission voted unanimously, 5-0, to approve CUP No. 25-04 and PL No. 25-0312.

ANALYSIS:

Tweedy Boulevard Specific Plan (TBSP) Requirements for a CUP: Pursuant to TBSP Table 4-2, "Live Entertainment" requires a Conditional Use Permit (CUP). A CUP is subject to the procedures in SGMC Section 11.51.030 (Permits and Procedures, Review Types and Responsibilities) and Chapter 11.52 (Conditional Use Permit). Under SGMC Table 11.51-1, a CUP for live entertainment requires approval by the City Council.

Required Findings for a CUP: Pursuant to SGMC Section 11.52.030, before a CUP may be granted, the City Council shall make all 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.

The proposed Resolution supports the findings required under Section 11.52.030.

Issues of Concern

Parking

The project site is within the Active Retail Frontage district commonly known as "Tweedy Mile." Whereas the City's Zoning Code provides for parking requirements based on land use types, the TBSP embraces the concept of shared parking, where parking supplies are available to all users, rather than being limited to a single land use or building (TBSP Chapter 5 – Mobility and Parking). The overall parking strategy for Tweedy Mile is to provide sufficient parking to ensure economic viability and success of commercial uses. The listed parking strategies in the TBSP include the "Park Once" concept and program, which "is intended to consolidate parking resources, relieve individual properties of providing potentially duplicative parking, reduce individual vehicle trips, and group parking facilities in strategically dispersed locations to encourage walking between destinations."

Per SGMC Section 11.33.040, a food use with 7,718 square feet of building area would be required to provide 115 onsite parking spaces. This is based on a factor of 40 spaces for the first 4,000 square feet, plus 1 space for every 50 square feet over 4,000 square feet. However, per Assembly Bill 2097 (AB 2097) cities are prohibited from imposing a minimum automobile parking requirement on most development projects located within a half-mile radius of a major transit stop. Tweedy Boulevard is a major commercial and mixed-use corridor with adequate public transit. Furthermore, the TBSP encourages a walkable environment where visitors can visit multiple destinations and "park once."

This provides an opportunity for revised parking standards along Tweedy Mile. TBSP indicates there is a considerable amount of parking supply in the Specific Plan area, including 2,865 off-street parking spaces (78% privately owned; 22% owned by the City). Over 80% of the off-street supply, or 2,345 spaces, are located in Tweedy Mile where the project site is located. The off-street supply comprises 635 spaces in City-owned lots and 1,710 spaces in private lots.

In the Park Once Program Area, the parking requirements may be met within 1,300 feet (¼ mile) of a specific land use. The applicant has demonstrated in Attachment 2 that there are 144 public parking spaces within 0.15 miles of the project site. This does not include on-street parking and private parking lots. The public parking available on City-owned lots and public streets is more than adequate to meet the parking spaces otherwise required by Code. Furthermore, as mentioned earlier, the applicant is exploring opportunities with nearby properties for shared parking on private parking lots. A shared parking agreement would prevent towing of vehicles belonging to food hall customers if parked in a private lot in the event the owner of the private lot decides to enforce parking rules.

Noise

Those most impacted are the residents north of the project site along San Carlos Avenue. Although there is an alley and public parking lot between the project site and adjacent residences, the closest distance is only about 60 feet building to building. As such, a noise study has been prepared for City Council's consideration and is included as Attachment D. Conditions of approval have been included in the Resolution to mitigate noise impacts, which are based on the noise study's recommendations.

The conditions require the following:

- Reduced volume for speakers located in the rear terrace and upper lounge.
- Noise barriers:
  - 10-foot-high barrier for entrance along rear alley
  - 10-foot-high barrier in rear lounge
  - 7-foot-high barrier for play area
- Noise restrictions after 10 p.m. in rear areas
- Additional measures to ensure reduced noise impacts during operation

Implementation of the conditions of approval and the applicant's intent to limit live entertainment to musical performances of no more than four (4) performers at a time, three days a week, and ending entertainment by 10:00 PM will reduce impacts to neighboring residents. Entertainment will be oriented inward toward the courtyard to minimize sound transmission to surrounding properties. All performances will comply with city noise standards and operational conditions.

In the event the Police Department or Code Enforcement Division receives excessive complaints regarding noise or unruly disturbances, the City Council has the authority to consider the matter, imposing additional conditions, or revoking the CUP.

Maximum Occupancy

Staff reviewed the maximum occupancy for the food hall and determined that if all the tables and chairs were removed to allow for standing room only, the 7,750-square-foot customer area could potentially accommodate up to 1,550 people. However, a more realistic estimate that considers tables

and chairs reduces occupancy to around 517 people. These estimates are based on the occupant load provided in the 2025 California Building Code. Only areas available to customers were considered and building spaces available only to employees were not. It is difficult to gauge the number of people attending a popular live event venue, but conditions are in place that require management to monitor noise and provide security.

ATTACHMENTS:

A. Proposed Resolution
B. Planning Commission Resolution No. 2025-10
C. Applicant's Correspondences
    a. Letter of Operations
    b. Email regarding Parking Plan Findings dated October 13, 2025
D. Noise Study
E. Proposed Plans

RESOLUTION NO. ____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, APPROVING CONDITIONAL USE PERMIT NO. 25-04, TO ALLOW LIVE ENTERTAINMENT AT A PROPERTY LOCATED AT 3703 TWEEDY BOULEVARD, AND FINDING THE PROPOSAL CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Genesis Clara-Martinez ("Applicant"), on behalf of The Ranch 33 Inc. ("Property Owner"), represented by Andres Lugo and Silvestre Madrigal Jr., filed a complete application requesting the approval of a Conditional Use Permit (CUP No. 25-04) for live entertainment; and

WHEREAS, the project site is approximately 10,541 square feet (0.24 acre) with Los Angeles County Assessor's Parcel Numbers 6203-017-002, 6203-017-003, and 6203-017-004, more commonly known as 3703 Tweedy Boulevard, South Gate, California ("Property"); and

WHEREAS, pursuant to Tweedy Boulevard Specific Plan (TBSP) Table 4-2, "live entertainment" requires a CUP subject to the procedures in South Gate Municipal Code (SGMC) Section 11.51.030 (Permits and Procedures, Review Types and Responsibilities) and Chapter 11.52 (Conditional Use Permit). Live entertainment may be permitted, provided a Conditional Use Permit (CUP) is granted by the City Council; and

WHEREAS, Pursuant to South Gate Municipal Code Section 11.52.030, before a CUP may be granted, the City Council 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 City Council's regular public hearing was published in compliance with State law in a local newspaper of general circulation on October 9, 2025. In addition, a public notice was mailed 10 days in advance of the hearing to each property owner, occupant, and resident within a 1,000-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 October 28, 2025, the City Council held a regular public hearing to receive public testimony and other evidence regarding the 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 CITY COUNCIL 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 upon substantial evidence presented to the City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans, and Conditions of Approval ("Conditions") attached hereto as Exhibit "A," the City Council hereby specifically finds as follows:

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 Community Design Element encourages the development of diverse and vibrant dining and entertainment options within designated commercial areas, which enhance the local economy and provide a range of services for residents and visitors.***

Specifically, Objective CD 2.3, Policy P.4 specifies that "the City should encourage and promote retail and service-oriented uses that provide opportunities to bring community members together. Such uses include cafés, restaurants, farmers markets, and theaters." The addition of live entertainment will enhance customer experience and is expected to increase sales. Thus, the approval of this CUP is consistent with the goals of 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 ***in the Property is located within the Tweedy Boulevard Specific Plan and within an Active Retail Frontage district that promotes pedestrian-friendly uses including sit-down restaurants. Live entertainment will be compatible with the goals and policies of the Tweedy Boulevard Specific Plan by encouraging pedestrian activity that is compatible with the surrounding land uses, which include commercial and retail establishments within the designated zone.***

Live entertainment will not introduce new incompatible land uses or development impacts, as the area is already operating similar activities within existing restaurants. The conditions of the CUP will ensure that live entertainment is appropriately managed, preserving the compatibility with existing uses and allowing for future development consistent with the zoning district's objectives. Therefore, the project complies with the intent of the zoning regulations and the future land use goals of the area.

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 live entertainment is located in an area designated for retail and mixed-use development. Live entertainment will not introduce incompatible activities that would negatively affect adjacent properties or the overall character of the neighborhood. The food hall's operations are compatible with surrounding land uses, and the request is consistent with the goals and policies of the Tweedy Boulevard Specific Plan.***

With recommended conditions of approval, including the requirement for a 24-hour video surveillance system available to the Police Department upon request, live entertainment at a food hall will be controlled to minimize any adverse impacts, and the overall function of the neighborhood—characterized by retail, commercial, and community-serving businesses—will

remain intact. Therefore, the approval of this CUP will not disrupt the established character of the area or adversely affect neighboring properties.

SECTION 3. 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 32 Categorical Exemption pursuant to section 15332 (Infill Development Projects) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations). Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site is already developed with a building and live entertainment at a food hall is compatible with the area.

SECTION 4. The City Council hereby approves CUP No. 25-04 subject to the execution and fulfillment of Conditions of Approval set forth in Exhibit "A" attached to this Resolution.

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

PASSED, APPROVED, and **ADOPTED** on this **28th** day of **October 2025.**

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT YG

By: _____
Raúl F. Salinas, City Attorney

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) **SS**

CITY OF SOUTH GATE)

I, Yodit Glaze, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the Planning Commission of said City is five; that Resolution No. _____ was adopted by the City Council at their Regular Meeting held on October 28, 2025, by the following vote:

AYES:

NOES:

Witness my hand and the seal of said City on October 28, 2025.

_____
Yodit Glaze, City Clerk
City of South Gate, California

Exhibit "A"

CONDITIONS OF APPROVAL (CUP 25-04) "The Place @ Tweedy"

Violation of, or noncompliance with, any of these conditions shall constitute grounds for revocation of this permit:

Noise

1. Background music at speakers not in the Terrace Lounge (includes non-live amplified music and live acoustic music) shall not exceed 69 dBA at 3 feet from noise source/speakers. (This is 2 dB lower than typical background music noise).

2. Background music at speakers in the Terrace Lounge (includes non-live amplified music and live acoustic music) shall not exceed 66 dBA at 3 feet from noise source/speakers. (This is 5 dB lower than typical background music noise).

3. Loud amplified music (live or DJ type) shall not exceed 84.2 dBA at 3 feet from noise source/speakers. Loud amplified music/speakers should be restricted to the First Floor Stage.

4. Minimize the gain on sub-woofers to limit low frequency noise to the extent feasible.

5. Install the following barrier heights and locations:

    a. A minimum 10-ft high noise barrier at the north of the project site as shown in Figure 8 of the noise study. A solid 10-ft high gate/door can be incorporated into the 10-ft high noise barrier design to allow access. Any gaps in the door design should be minimized with plastic or rubber flap seals along the sides and bottom of the door. The door should automatically close after opening and never be propped open. A second barrier screen located beyond the entrance door may need to be implemented after operations begin to further buffer music and crowd noise. This barrier would block line of sight to the outdoor area from the exterior.

    b. A minimum 7-ft high noise barrier along the west of the play area as per Figure 8 of the noise study.

    c. Noise barriers shall be continuous structures without any gaps or openings and shall be constructed from plexi-glass, concrete masonry block, stucco on wood, or any combination of these materials.

6. Background music shall not exceed 66 dBA at 3 feet from noise source/speakers. (This is 5 dB lower than typical background music noise).

7. No loud amplified music at the stage is allowed after 10PM.

8. The speakers indicated on Figure 9 of the noise study shall not operate after 10PM.

9. An additional minimum 10-ft high noise barrier around the lounge as per Figure 10. A solid 10-ft high gate/door can be incorporated into the 10-ft high noise barrier design to allow access. Alternatively, an acoustical curtain with a minimum STC rating of 35 can be used. Any gaps in the door design should

be minimized with plastic or rubber flap seals along the sides and bottom of the door. The door should automatically close after opening and never be propped open.

10. The play area shall be blocked off and non-operational.

11. After project completion, noise monitoring shall be conducted during startup and full operations to verify compliance. If the project noise exceeds the City of South Gate Noise Standards, then alternative noise control measures will be evaluated to reduce operations noise where appropriate.

12. Alternative noise control measures may include administrative noise control (e.g. lowering background music, eliminating/changing patio games after certain hours etc.) and engineering noise control (permanent noise monitoring system, noise barriers, etc.).

    a. Engineering Noise Control
        i. Permanent noise monitoring system.
            a. Install a permanent noise monitoring system with real time text and email alerts at the northern project property line to notify The Place @ Tweedy when the operations noise is approaching or exceeding the noise limit.
            b. When a noise exceedance is identified and confirmed, administrative noise control shall be implemented.
            c. To monitor operations noise, a sound level meter with a Type/Class 2 microphone is suggested. For admissible acoustic data when in a court or at the City, a Type 1 microphone is required. In terms of equipment recommendations, Quest or Bruel & Kjaer sound level meters shall be considered.

13. A registered engineer or architect shall be consulted to ensure that the modifications meet all safety and building codes.

Planning Commission Resolution No. 25-10

14. Applicant shall abide by all conditions approved by the Planning Commission on October 21, 2025, included in Resolution No. 2025-10.

RESOLUTION NO. 2025-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE, APPROVING CONDITIONAL USE PERMIT NO. 25-04, TO ALLOW THE SALE OF ALCOHOL (ABC LICENSE TYPE 47 – ON-SALE GENERAL EATING PLACE) AND A SITE PLAN REIVEW FOR AN OPEN-AIR FOOD HALL WITH A CENTRAL OUTDOOR PLAZA, 7,718 SQUARE FEET OF BULDING AREA, EIGHT RESTAURANT VENDOR SPACES, LANDSCAPING, SIGNAGE, AND OTHER IMPROVEMENTS LOCATED AT 3703 TWEEDY BOULEVARD, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Genesis Clara-Martinez ("Applicant"), on behalf of The Ranch 33 Inc. ("Property Owner"), represented by Andres Lugo and Silvestre Madrigal Jr., filed a complete application requesting the approval of a Conditional Use Permit (CUP No. 25-04) and a Site Plan Review (PL No. 25-0312) described herein ("Application"); and

WHEREAS, the Application pertains to the development of an open-air food hall with a central outdoor plaza, 7,718 square feet of building area, eight restaurant vendor spaces, live entertainment, landscaping, signage, and other improvements. Two vendors will be selling alcohol under a Type 47 license issued by the California Department of Alcoholic Beverage Control. The project site is approximately 10,541 square feet (0.24 acre) with Los Angeles County Assessor's Parcel Numbers 6203-017-002, 6203-017-003, and 6203-017-004, more commonly known as 3703 Tweedy Boulevard, South Gate, California ("Property"); and

WHEREAS, the Applicant requests approval of a Conditional Use Permit (CUP) to allow the sale of alcohol (ABC License Type 47 – On-Sale General Eating Place) for on-site consumption in conjunction with a food hall with two vendors selling alcohol. Pursuant to Tweedy Boulevard Specific Plan (TBSP) Table 4-2, "alcohol sales, as part of a restaurant" requires a CUP subject to South Gate Municipal Code (SGMC) Chapter 11.42, with the exemption to Section 11.42.060 (there is no separation requirement from a residential zone for properties in the TBSP zoned TMU2). CUPs are subject to the procedures in SGMC Section 11.51.030 (Permits and Procedures, Review Types and Responsibilities) and Chapter 11.52 (Conditional Use Permit). The sale of alcoholic beverages for on-site consumption in conjunction with restaurants may be permitted, provided a Conditional Use Permit (CUP) is granted by the Planning Commission; and

WHEREAS, Pursuant to South Gate Municipal Code Section 11.52.030, before a CUP may be granted, the Planning Commission 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's regular public hearing was published in compliance with State law in a local newspaper of general circulation on October 9, 2025. In addition, a public notice was mailed 10 days in advance of the hearing to each property owner, occupant, and resident

within a 1,000-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 October 21, 2025, the Planning Commission held a regular public hearing to receive public testimony and other evidence regarding the 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 upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans, and Conditions of Approval ("Conditions") attached hereto as Exhibit "A," the Planning Commission hereby specifically finds as follows:

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 Community Design Element encourages the development of diverse and vibrant dining and entertainment options within designated commercial areas, which enhance the local economy and provide a range of services for residents and visitors.***

Specifically, Objective CD 2.3, Policy P.4 specifies that "the City should encourage and promote retail and service-oriented uses that provide opportunities to bring community members together. Such uses include cafés, restaurants, farmers markets, and theaters." The addition of alcohol sales will enhance customer experience and is expected to increase sales. Thus, the approval of this CUP is consistent with the goals of 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 ***in the Property is located within the Tweedy Boulevard Specific Plan and within an Active Retail Frontage district that promotes pedestrian-friendly uses including sit-down restaurants. The development of a food hall and request for alcohol sales will be compatible with the goals and policies of the Tweedy Boulevard Specific Plan by encouraging pedestrian activity that is compatible with the surrounding land uses, which include commercial and retail establishments within the designated zone.***

The sale of alcohol will not introduce new incompatible land uses or development impacts, as the area is already operating similar activities within existing restaurants. The conditions of the CUP will ensure that the proposed alcohol-related uses are appropriately managed, preserving the compatibility with existing uses and allowing for future development consistent with the zoning district's objectives. Therefore, the project complies with the intent of the zoning regulations and the future land use goals of the area.

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 food hall will have up to eight restaurant vendors located in an area designated for retail and mixed-use development. The proposed ABC license (Type 47) will not introduce incompatible activities that would negatively affect adjacent properties or the overall character of the neighborhood. The food hall's operations are compatible with surrounding land uses, and the requested license is consistent with the goals and policies of the Tweedy Boulevard Specific Plan.*

With recommended conditions of approval, including the requirement for a 24-hour video surveillance system available to the Police Department upon request, the sale of alcohol at a food hall will be controlled to minimize any adverse impacts, and the overall function of the neighborhood—characterized by retail, commercial, and community-serving businesses—will remain intact. Therefore, the approval of this CUP will not disrupt the established character of the area or adversely affect neighboring properties.

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 32 Categorical Exemption pursuant to section 15332 (Infill Development Projects) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations). Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site is already developed with a building and the development of a food hall with alcohol sales in conjunction with a sit-down restaurant is compatible with the area.

SECTION 4. The Planning Commission hereby approves CUP No. 25-04) subject to the execution and fulfillment of Conditions of Approval set forth in Exhibit "A" attached to this Resolution.

John F. Signo, AICP
Planning Manager
Community Development Department

APPROVED:

Lizette Ruiz
Chairperson
City Planning Commission

STATE OF CALIFORNIA	)	
COUNTY OF LOS ANGELES	)	**SS**
CITY OF SOUTH GATE	)	

I, John F. Signo, AICP, Planning Manager of the City of South Gate, California, hereby certify that the whole number of Members of the Planning Commission of said City is five; that Resolution No. 2025-10 was adopted by the Planning Commission at their Regular Meeting held on October 21, 2025, by the following vote:

AYES:	Planning Commissioners: Casteneda, Ozaeta, Valenzuela, Prieto, Ruiz
NOES:	Planning Commissioners:
Absent:	Planning Commissioners:
Abstain:	Planning Commissioners:
Recused:	Planning Commissioners:

APPROVED and ADOPTED this 21st day of October 2025.

John F. Signo, AICP
Planning Manager
Community Development Department

Exhibit "A" - Resolution No. 2025-10
CONDITIONS OF APPROVAL (CUP 25-04) "The Place @ Tweedy"

Violation of, or noncompliance with, any of these conditions shall constitute grounds for revocation of this 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. 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.

3. 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).

4. 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.

5. 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, and California Department of Alcoholic Beverage Control) prior to the expiration of this entitlement.

6. Permittee shall obtain its City of South Gate Business License prior to commencing business operations.

7. Violation of, or noncompliance with, any of these conditions shall constitute grounds for revocation of this permit.

8. The sale of alcohol shall cease at 10:00 p.m., or one hour before closing, whichever is earlier.

9. Permittee shall install a 24-hour video surveillance system and have managers trained in how to access footage. Recordings shall be maintained for a minimum 72 hours. Police officers shall be allowed access to surveillance footage (during regular business hours) upon request for the purpose of conducting a criminal investigation.

10. The applicant shall submit a sign theme (sign program) that provides guidelines and requirements for all proposed signage in compliance with applicable Zoning Code regulations. The sign theme shall be reviewed and approved by the Planning Commission prior to installation of any signs.

11. In the event public art is provided in the form of a mural, sculpture, or other artistic display, an application will be submitted to the Community Development Department. If necessary, the public art shall be reviewed and approved by the City's Arts Committee through the Art in Public Places Program described in SGMC Chapter 11.32.

12. All signage and advertisements related to alcoholic beverages shall be displayed only within the interior of the food hall. Such signage shall not be placed on or near storefront windows or exterior building walls facing a street, alley, or neighboring property, and shall be positioned above child-height eye level to minimize visibility to minors.

13. 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) powerwashing, 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. <u>This condition shall apply to the adjacent sidewalks, landscape planters, alley and parking lot behind the subject property.</u>

14. Plant materials and irrigation design shall comply with the Model Water Efficient Landscape Ordinance referenced in SGMC Chapter 6.64 and Section 14.06.08.020. Trees shall be a minimum of 24" box. The landscape plan shall be subject to the review and approval of the Public Works Director pursuant to SGMC Section 5.33.040.5(a).

15. Applicant shall work in good faith with property owners of adjacent private parking lots to establish a parking agreement that allows food hall customers to park in the private parking lot.

16. 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.

17. Design, colors, and materials of the building shall be in substantial conformance with the plans on file at the Community Development Department.

18. The trash enclosure shall be roofed and screened with doors as shown on the site plan, and shall be painted to match the building.

19. 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.

20. The permittee shall agree in writing to all conditions contained herein.

Noise

21. Background music at speakers not in the Terrace Lounge (includes non-live amplified music and live acoustic music) shall not exceed 69 dBA at 3 feet from noise source/speakers. (This is 2 dB lower than typical background music noise).

22. Background music at speakers in the Terrace Lounge (includes non-live amplified music and live acoustic music) shall not exceed 66 dBA at 3 feet from noise source/speakers. (This is 5 dB lower than typical background music noise).

23. Loud amplified music (live or DJ type) shall not exceed 84.2 dBA at 3 feet from noise source/speakers. Loud amplified music/speakers should be restricted to the First Floor Stage.

24. Minimize the gain on sub-woofers to limit low frequency noise to the extent feasible.

25. Install the following barrier heights and locations:

    a. A minimum 10-ft high noise barrier at the north of the project site as shown in Figure 8 of the noise study. A solid 10-ft high gate/door can be incorporated into the 10-ft high noise barrier design to allow for access. Any gaps in the door design should be minimized with plastic or rubber flap seals along the sides and bottom of the door. The door should automatically close after opening and never be propped open. A second barrier screen located beyond the entrance door may need to be implemented after operations begin to further buffer music and crowd noise. This barrier would block line of sight to the outdoor area from the exterior.

    b. A minimum 7-ft high noise barrier along the west of the play area as per Figure 8 of the noise study.

    c. Noise barriers shall be continuous structures without any gaps or openings and shall be constructed from plexi-glass, concrete masonry block, stucco on wood, or any combination of these materials.

26. Background music shall not exceed 66 dBA at 3 feet from noise source/speakers. (This is 5 dB lower than typical background music noise).

27. No loud amplified music at the stage is allowed after 10PM.

28. The speakers indicated on Figure 9 of the noise study shall not operate after 10PM.

29. An additional minimum 10-ft high noise barrier around the lounge as per Figure 10. A solid 10-ft high gate/door can be incorporated into the 10-ft high noise barrier design to allow for access. Alternatively, an acoustical curtain with a minimum STC rating of 35 can be used. Any gaps in the door design should be minimized with plastic or rubber flap seals along the sides and bottom of the door. The door should automatically close after opening and never be propped open.

30. The play area shall be blocked off and non-operational.

31. After project completion, noise monitoring shall be conducted during startup and full operations to verify compliance. If the project noise exceeds the City of South Gate Noise Standards, then alternative noise control measures will be evaluated to reduce operations noise where appropriate.

32. Alternative noise control measures may include administrative noise control (e.g. lowering background music, eliminating/changing patio games after certain hours etc.) and engineering noise control (permanent noise monitoring system, noise barriers, etc.).

    a. Engineering Noise Control
        i. Permanent noise monitoring system.
            a. Install a permanent noise monitoring system with real time text and email alerts at the northern project property line to notify The Place @ Tweedy when the operations noise is approaching or exceeding the noise limit.
            b. When a noise exceedance is identified and confirmed, administrative noise control shall be implemented.
            c. To monitor operations noise, a sound level meter with a Type/Class 2 microphone is suggested. For admissible acoustic data when in a court or at the City, a Type 1 microphone is required. In terms of equipment recommendations, Quest or Bruel & Kjaer sound level meters shall be considered.

33. A registered engineer or architect shall be consulted to ensure that the modifications meet all safety and building codes.

Mandatory Conditions for Alcohol Sales

34. All alcoholic beverages, including beer and wine, which are sold on the premises shall be consumed on the premises; none shall be sold for off-premises consumption.

35. No alcohol sales displays shall be permitted that are visible from the public street or parking lot.

36. Employees selling alcoholic beverages shall be of an age consistent with Section 25663 of the California Business and Professions Code.

37. Food service shall be readily available and accessible for on-site patrons during all times that alcohol is served. The applicant shall demonstrate an implementation plan for food service availability when alcohol is served to the satisfaction of the Community Development Director and the Chief of Police.

Standard Conditions of Approval for Alcohol Sales

38. The validity of the permit shall be conditioned on compliance with all state regulations and conditions.

39. All alcoholic beverages sales, offerings, and consumption shall be conducted completely within the premises.

40. 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 the sale of alcohol (e.g., verification of age of purchaser).

41. 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.

42. 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 activation.

43. 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.

Building & Safety

44. Applicant shall comply with all Americans with Disabilities Act (ADA) accessibility requirements.

45. Applicant shall provide and maintain ADA parking stall with path of travel clearly identified at all times.

46. Applicant shall obtain Health Department approval.

47. All exterior common areas shall be properly illuminated.

48. Trash enclosure area shall be kept clean and secured at all times.

49. Applicant shall obtain building permits for any new signage.

50. Applicant shall obtain clearance and required permits from Public Works Department for any encroachment into the public right of way.

Code Enforcement

51. Obtain all required permits for signage, including temporary banners and window signs exceeding the 25% coverage limit. A-frame signs located within a parking lot area or sidewalk are not permitted.

52. Maintain all areas in a clean condition, free of litter, trash, and debris at all times.

53. Ensure that all garbage containers are kept inside designated trash enclosures and that these areas are maintained in a clean and orderly manner.

Police Department

54. The site shall be adequately secured. Management shall be properly trained in reviewing and retrieving security camera video.

55. If a burglary alarm system is installed, it must be registered with the City and emergency contact information kept up to date.

Public Works

General Design Parameters

56. Pavement Moratorium approved by City Council under Resolution No. 2118, Section 5.04.040 will apply to proposed development frontage of Tweedy Boulevard and approximately 50 feet of San Carlos Avenue. The construction was completed in May 2025. No permits shall be issued for excavations, or pavement cuts for a period of 5 years. If the pavement is damaged, then the developer will be required to repave from the lip of the gutter to the lip of the gutter for the entire block and if any cut occurs at the intersection, then the paving will extend to the entire intersection on all existing ends of curbs. The limits of the restoration will be at the discretion of the Assistant City Manager/Director of Public Works. This moratorium shall not apply to public agencies and public utilities in case of emergencies or when repairs must be made to failed pipelines and conduits or when a new connection, which could not have been anticipated must be made or unless the permittee can clearly demonstrate to the Assistant City Manager/Director of Public Works that the public health and safety require proposed work.

57. All streets improvements shall be designed per APWA Standard Specifications for Public Works Construction ("Green Book") and Standard Plans for Public Works Construction latest editions to the satisfaction of the City Engineer prior to the issuance of a Certificate of Use and Occupancy.

58. Prepare street, utility, landscape, irrigation, water, sewer, and any other needed plans showing all existing and proposed improvements as outlined below for the city and other public agencies reviews and approvals. Said plans shall be prepared by a registered civil engineer on City approved title block.

59. Comply with the requirements of the American with Disability Act (ADA) by ensuring access ramps, sidewalks, driveways and any public access pathways meet applicable accessibility standards.

60. Proposed landscape shall be designed to incorporate water conservation techniques through application of xeriscape landscaping principles. Landscape plan shall include drought tolerant plants with limited turf, efficient irrigation system and use of California native plants.

61. The developer shall pay Road Mitigation fees in accordance with the latest fee schedule. Retail Development fee is calculated at $9 per square foot gross building area, unless otherwise exempt from the Road Mitigation Ordinance or waived by the City Council.

62. Prior to the City's acceptance of the public improvements, developer shall submit a refundable deposit in the amount of $1,000, which will be refunded upon receipt of "Record Drawings" for all the required improvements on approved Mylar(s) AutoCAD files on a flash drive.

Fees and Deposits

63. Provide an engineer's estimate for all public works improvements and pay all plan-check fees in accordance with the latest fee schedule prior to plan review.

64. Provide a deposit of $5,000 with the City to cover the City's cost for review of pre-development submittals such as preliminary plans, including traffic, civil, planning, and environmental consultants, etc.

65. Pay permit and inspection fees associated with this project in accordance with the latest Public Improvement Plan Check fee schedule at the time of permit issuance and inspection.

66. Prior to the City's acceptance of the public improvements, developer shall submit a refundable deposit in the amount of $1,000, which will be refunded upon receipt of "Record Drawings" for all the required improvements on approved Mylar(s) AutoCAD files on a CD.

67. Developer's contractors, subcontractors, and consultants working on this project must obtain and pay City Business License and permits fees.

68. If a larger water meter is needed, the developer shall pay Water Development Impact Fees per the latest City Fee Schedule. Fee is dependent on water meter sizes. Development Water Impact fees are paid at the time of obtaining the building permit.

Coordination

69. Coordinate all Public Works improvements inspection with the Public Works Department at least 48 hours prior to commencing work. Contact Louis Quezada at (323) 357-5814 to arrange for a Public Works Inspection.

70. Comply with the City's Community Development Ordinance pertaining to construction debris recycling. Contact the Building & Safety Department to obtain a Construction & Demolition Debris Waste Reduction Recycling Plan forms.

71. Developer to contact the City's waste hauling company Universal Waste System at (800) 631-7016 and obtain approval for the location of waste disposal container(s), including facilities for recycling.

72. Developer must comply with all applicable South Coast Air Quality Management District (AQMD) regulations. Contact the AQMD for applicable regulations.

Encroachment Prohibitions

73. The development's overhead blade sign shall not obstruct the traffic signal pole at the northeast corner. Ensure that lighting does not negatively impact visibility of the traffic signal pole.

74. Entry ways shall not swing outward onto the public right of way.

Streets Improvements

75. Remove existing trees located on San Carlos Avenue south of the alley. Replace with a Red Ironbark at a minimum size of 24-inch box per the City of South Gate Tree Master Plan. The tree wells shall be 4 feet by 4 feet. Reconstruct damaged or uplifted curb, gutter, and sidewalk associated with the tree removals.

76. Remove existing driveway approach on San Carlos Avenue and construct curb, gutter and sidewalk.

77. Repair the alley and adjacent parking lot pavement between the property line and concrete gutter by filling potholes and performing skin patching of alligator cracking, as directed by the City Engineer. Improvements shall also include removal and replacement of damaged and/or uplifted concrete curb and asphalt pavement as well as removal of the tree stump.

78. Any damage done to existing public improvements during construction shall be removed and replaced to original conditions to the satisfaction of the City Engineer.

79. Paint property address on the curb, in front of the proposed development, to the City and Fire Departments satisfaction.

80. City owned parking lot shall be striped to include ADA accessible stalls and paths.

81. Upon completion of construction, developer shall remove temporary construction markings (USA marking).

82. Centerline ties, property corners and benchmark monuments shall be preserved in the public right of way. In the event that ties, property corners and benchmark monuments are disturbed or removed, a licensed surveyor shall re-establish, and file required corner record survey with the Los Angeles County Surveyors office. All recorded copies of the documents shall be submitted to the City along with the final set of as-built plans.

Grading and Drainage Improvements

83. Comply with all Federal, State, and local agency requirements pertaining to the Clean Water Act, which establishes regulations set forth in the Countywide National Pollutant Discharge Elimination System (NPDES) Permit.

84. Submit a Grading and Drainage plans prepared by a Registered Civil Engineer to the satisfaction of the Public Works Department and Building Division. Show all existing and proposed driveways, curb & gutter, sidewalks, street trees, tree wells, streetlights, street signs, power poles, fire hydrants, utility boxes, meters, curb drains, etc. on the plans. Grading plan will include geotechnical and geologist certification, stating that grading plan has been reviewed and found to be in conformance with the recommendations outlined in the soils and geological report.

85. Submit a Low Impact Development (LID) Plan and calculations required to address storm water discharge and NPDES requirements by City's Environmental Consultant, John Hunter and Associates.

86. Develop and obtain approval of a site-specific Erosion Control Plan. Implement all NPDES requirements and Best Management Practices during and after construction.

87. All the drainage design criteria shall be per the Los Angles Flood Control District and the APWA Standard Plans for Public Works Construction latest edition.

88. Any cross-flow drainage from the property over the sidewalks is not permitted. The Developer shall construct parkway drains per City standard where warranted.

89. Historical or existing storm water flow from adjacent lots must be received and directed by gravity to the street, a public drainage facility, or an approved drainage easement.

90. Dust control operations shall be performed by the developer at the time, location and in the amount required and as often as necessary to prevent the excavation or fill work, demolition operation, or other activities from producing dust in amounts harmful to people or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. The developer is responsible for compliance with Fugitive Dust Regulations issued by the Air Quality Management District (AQMD).

Sanitary Sewer System

91. The developer shall prepare a Sewer Capacity Memo to determine whether the existing sanitary sewer system can accommodate project-generated flows. If it is determined that additional capacity is required of the sewer system, the developer shall retain a registered engineer and prepare a Comprehensive Sewer Capacity Study. If sewer system upgrades are determined necessary, the developer shall be responsible for the funding and construction of the sewer improvements recommended by the study.

92. Install adequate sewer lateral(s) to serve the proposed development and abandon any existing sewer laterals and sewer cleanouts that will not be used. Sewer laterals shall be plug at the main line per standard plans and specifications.

93. Developer shall submit an application for an Industrial Waster permit for approval by the City of South Gate and Los Angeles County Sanitation District. Construct improvements as required.

Potable Water System

94. All proposed improvements shall be served by adequately sized water facilities capable of meeting total domestic, landscape, and fire flow demands. The developer shall prepare a Water Capacity Memo to evaluate whether the existing system can meet project needs. If additional capacity is required, the developer shall retain a register engineer and prepare a Water Capacity Study. Fire flow calculations shall be provided to justify pipe sizing and ensure velocities do not exceed 10 ft/sec. If system upgrades are required, the developer shall be responsible for funding and constructing all necessary improvements.

95. Coordinate with the City's Water Division to remove all existing water meters that will not be utilized by the project.

96. Water meters are not allowed to be constructed on and along driveways.

Traffic

97. Developer shall prepare a Traffic Memo signed and stamped by a registered Traffic Engineer addressing potential safety issues, trip generation, and overall operational impacts to nearby intersections.

98. The developer shall provide approved parking agreements from the City of South Gate and Flair Realty Development LLC & Lessor prior to the issuance of the Certificate of Occupancy.

99. The applicant shall be responsible for costs of implementing a parking management system that includes but not limited to signage for parking time limitations on Tweedy Boulevard, San Carlos Avenue, and the City parking lot to the rear of the site to the satisfaction of the Public Works Director or designee.

100. Clear unobstructed sight distance lines shall meet AASHTO guidelines and shall be shown on the improvement plans at driveways.

Utilities

101. Developer is responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Irrigation, etc.) to ensure there are no conflicts with the site and proposed improvements. All existing on-site utility lines and existing utility lines serving the proposed development that conflict with the project, shall be relocated, removed, or abandoned at the developer's expense to the satisfaction of the City Engineer.

102. All onsite overhead utility servicing the development shall be placed underground. Any significant proposed utility underground vaults or meter shall be located away from the proposed driveways.

Use and Occupancy

103. All Public Works improvements shall be completed prior to the issuance of a Certificate of Occupancy. If the Developer wishes to obtain a Certificate of Occupancy before completing all required public improvements, the Developer shall first enter into a Development Agreement and post the required securities in an amount approved by the City Engineer and in a form approved by the City Attorney. All public improvements shall be completed at the Developer's sole expense.

104. The City reserves the right to add additional conditions as deemed necessary to comply with health and safety requirements.

Other

105. Prior to issuance of a release of Use and Occupancy, all the above conditions shall be complied with and all the improvements are in place.

The Urban Lifestyle Group

440 E Huntington Ave Ste 300 Arcadia, California 91006

310-351-1403

City of South Gate
8650 California Ave, South Gate, CA 90280

Letter of Operations
Project Name: The Place @ Tweedy
Project Type: Outdoor Food Hall with Type 47 Liquor License and Live Entertainment
Address: 3703 Tweedy Blvd, South Gate, CA 90280
Parcel: 6203-017-004

Overview

The Place @ Tweedy is envisioned as a vibrant, community-oriented food and entertainment destination designed to activate Tweedy Blvd throughout the day and evening. The project integrates diverse culinary offerings, family-friendly amenities, and curated live entertainment to create a cohesive and well-managed gathering space that contributes to the revitalization of the Tweedy corridor.

Tenant Composition

The project will include a total of **eight (8) vendor spaces** across two levels:

- **Upper Level (1 Unit - 265 SQ.FT):**
  - **Terrace:** The upper level will serve as an open-air terrace with a dedicated bar offering cocktails, beer, and wine. Guests seated on the terrace will enjoy a relaxed social atmosphere with shaded seating and views of the courtyard below.
    - Food for terrace patrons will be **prepared by the ground-level vendors** and **delivered directly to their tables** through an "**in-seat service**" model.
    - Guests will be able to browse menus and **place orders via QR codes** located at each table, allowing seamless coordination between the terrace and food vendors below.
- **Ground Level (7 Units):**
  - **Six (6) Food Vendors:**
    - Coffee Shop (265 SQ.FT)
    - Pizza Spot (365 SQ.FT)
    - Burger Spot (365 SQ.FT)
    - Taco Spot (365 SQ.FT)

        - Churro/Dessert Spot (265 SQ.FT)
        - Asian Fusion Spot (365 SQ.FT)
    - **Bar (1 Unit - 265 SQ.FT):**
        - A ground-floor bar situated adjacent to the live entertainment area, serving beer, wine, and select mixed beverages for on-site consumption.

In addition to the vendor spaces, the project includes a **dedicated children's play area** and an **outdoor performance space** for small-scale live music and community events.

Hours of Operation

The collective hours of operation for the project are as follows:

- General Hours: 10:00 AM – 11:00 PM, seven days a week
- Coffee Shop: 7:00 AM – 4:00 PM (operates earlier and closes earlier than other tenants.
- Peak hours for the property are expected during:
    - Lunch: 11:00 AM – 2:00 PM
    - Dinner: 6:00 PM – 9:00 PM

These hours were selected to ensure a balanced flow of visitors throughout the day, encouraging staggered parking demand and manageable peak-hour activity.

Alcohol Sales

Alcohol sales will occur in **two dedicated bar areas**—one located on the **upper lounge level** and one on the **ground floor** near the entertainment area.

Both will operate under the appropriate ABC on-site consumption licenses. Alcohol will be served and consumed only within designated areas, and no off-site alcohol consumption will be permitted. The project management team will oversee responsible beverage service and compliance with all state and city regulations.

Live Entertainment

Live entertainment will be limited to **musical performances of no more than four (4) performers** at a time. Performances will take place in the **outdoor stage area** adjacent to the ground-floor bar.

Schedule of Entertainment:

- **Days:** Friday, Saturday, and Sunday
- **Times:** 12:00 PM – 10:00 PM

Entertainment will be oriented inward toward the courtyard to minimize sound transmission to surrounding properties. All performances will comply with city noise standards and operational conditions.

Sound System

A low-intensity distributed speaker system will be installed throughout the outdoor courtyard and interior lounge areas to provide background music and limited sound reinforcement for live entertainment.

Speakers will be wall-mounted and directed inward to control sound projection.

Family and Community Amenities

The Place @ Tweedy includes a **dedicated children's play area** designed as a safe and engaging environment for families, encouraging broader community use. The project promotes inclusivity by combining family-friendly programming with diverse dining options and social spaces.

Parking Management

Parking demand will be distributed across tenants based on operating hours and turnover rates. The early closure of the coffee shop will allow for parking turnover in the afternoon and evening when other food vendors experience higher traffic.

If necessary, we are open to coordinating with the City to designate 15-minute on-street parking spaces during morning hours (7:00 AM–4:00 PM) near the coffee operator to facilitate quick pick-up orders and improve circulation.

Additionally, discussions are underway to explore shared parking opportunities with neighboring properties to further accommodate peak demand.

Operations and Management

The project will maintain a unified management team responsible for:

- Overseeing daily operations, maintenance, and cleanliness of shared areas.
- Coordinating deliveries during non-peak hours.
- Enforcing vendor compliance with City-approved operational and noise regulations.
- Managing trash collection schedules to minimize impact on adjacent uses.

We appreciate the City's ongoing collaboration and look forward to continued coordination with the Planning Division.

Andres Lugo
Urban Lifestyle Group
(310) 352-1403

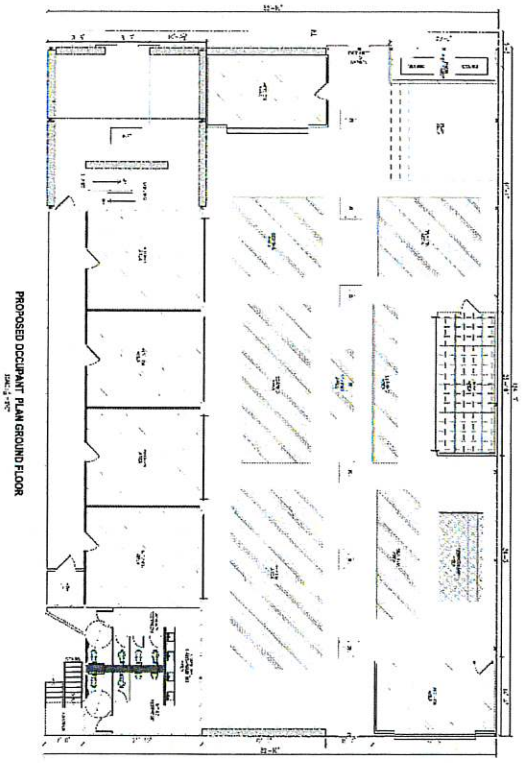
URBAN LIFESTYLE GROUP
ARCHITECTURE | ENGINEERING | DESIGN | CONSTRUCTION

The Place @ Tweedy
Noise Study

Prepared for:
Genesis Clara-Martinez
Urban Lifestyle Group
440 E Huntington Dr, Suite 300
Arcadia, CA 91006

Prepared by:
ROBERT WOO – Principal Acoustical Consultant, INCE
ANGELICA NGUYEN – Senior Acoustical Consultant

ACOUSTICS GROUP, INC.
CONSULTANTS IN ACOUSTICS, NOISE & VIBRATION
(877) 595-9988



THE PLACE @ TWEEDY

NOISE STUDY

OCTOBER 13, 2025

PREPARED FOR:
URBAN LIFESTYLE GROUP

PREPARED BY:
ACOUSTICS GROUP, INC.
CONSULTANTS IN ACOUSTICS, NOISE & VIBRATION

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TABLE OF CONTENTS

EXECUTIVE SUMMARY 1
1. INTRODUCTION 2
2. NOISE 4
3. NOISE STANDARDS 4
4. EXISTING NOISE LEVELS 6
5. NOISE ANALYSIS 7
    Case 1 (Typical Operations Noise) 8
    Case 2 (Operations plus Live Music Entertainment) 10
6. ASSESSMENT 11
    Case 1 (Typical Operations Noise) 11
    Case 2 (Operations plus Live Music Entertainment) 11
7. NOISE CONTROL 12
8. NOISE CONTROL evaluation 16
    Daytime Noise Control Analysis (Worst Case) 16
    Nighttime Noise Control 18
9. CONCLUSION 20
REFERENCES 21
APPENDIX 22

Figures

Figure 1. Site Plan 2
Figure 2. Project Location 3
Figure 3. Typical A-weighted Noise Levels 5
Figure 4. Noise Measurement Locations 6
Figure 5. Noise Contour Map – Case 1 without Noise Control 9
Figure 6. Noise Contour Map – Case 2 without Noise Control 10
Figure 7. Location of the Terrace Lounge Speakers to not exceed 66 dBA at 3 feet 12
Figure 8. Location of the Recommended Noise Barriers – Daytime 13
Figure 9. Location of the Recommended Nighttime Non-Operational Speakers 14
Figure 10. Location of the Recommended Noise Barriers - Nighttime 15
Figure 11. Noise Contour Map – Daytime Noise Control 17
Figure 12. Noise Contour Map – Nighttime Noise Control 19

Tables

Table 1. City of South Gate Noise Standards 4
Table 2. Summary of Ambient Noise Measurements 7
Table 3. Case 1 Impact Assessment 11
Table 4. Case 2 Impact Assessment 12
Table 5. Daytime Noise Control Impact Assessment 16
Table 6. Nighttime Noise Control Impact Assessment 18

EXECUTIVE SUMMARY

Acoustics Group, Inc., (AGI) was retained to conduct a noise study for The Place @ Tweedy Project in South Gate, CA. AGI has reviewed the City of South Gate Noise Standards, conducted noise measurements, analyzed the noise levels from future noise sources at the site, assessed the impact of the future noise to determine compliance with the Exterior Noise Standards, and recommended noise control measures.

The Place @ Tweedy proposes an open-air Outdoor food hall with a central outdoor plaza providing live entertainment. Two operating cases were evaluated: Case 1 (Typical Operations Noise (without live entertainment 10AM to 11PM) and Case 2 (Typical Operations Noise with Live music entertainment 12PM to 9PM).

For Case 1, the future noise level without noise control would be 55.4, 44.7, and 50.4 dBA at the residences to the north (ST1), south (ST2), and northwest (ST3), respectively. The operations noise at the nearest residential receptors to north (ST1) and northwest (ST3) would exceed the City of South Gate Daytime Noise Standard of 50 dBA. At the residences to the south (ST2), the noise from operations would comply with the City of South Gate Daytime Noise Standard. At ST1, ST2, and ST3, the future noise level from Case 1 will exceed the Nighttime Noise Standard of 40 dBA.

For Case 2, the future noise level without noise control would be 55.5, 45.1, and 51.1 dBA at the residences to the north (ST1), south (ST2), northwest (ST3), respectively. The operations noise at the nearest residential receptors to north (ST1) and northwest (ST3) would exceed the City of South Gate Daytime Noise Standard of 50 dBA. At the residences to the south (ST2), the noise from operations would comply with the City of South Gate Daytime Noise Standard. Case 2 would only occur during the daytime.

Noise control suggestions have been identified to reduce the noise levels to comply with the City of South Gate Noise Standards.

This report has been organized into multiple sections for ease of reference. Section 1 introduces the Project and provides a general discussion on the Project Components. Section 2 discusses Noise Fundamentals, and Section 3 presents the Noise Standards. Section 4 summarizes the noise measurement data. Section 5 discusses the Noise Analysis, Section 6 discusses the Impact Assessment and Section 7 presents the Noise Control Recommendations. Section 8 discusses the Conclusion.

1. INTRODUCTION

The Place @ Tweedy proposes a new open-air Outdoor food hall with a central outdoor plaza providing live entertainment at 4703 Tweedy Boulevard in South Gate, CA. The Project will have the following operating hours:

- Operating hours: 10AM to 11PM
- Live music entertainment: 12PM to 9PM

Refer to Figure 1 for the Site Plan and Location of the Future The Place @ Tweedy. Refer to Figure 2 for a Vicinity Map. Land uses immediately surrounding the site are commercial and residential. The main noise concern is The Place @ Tweedy operations (people talking, children playing, live entertainment (including acoustic and amplified music) affecting the residential properties.

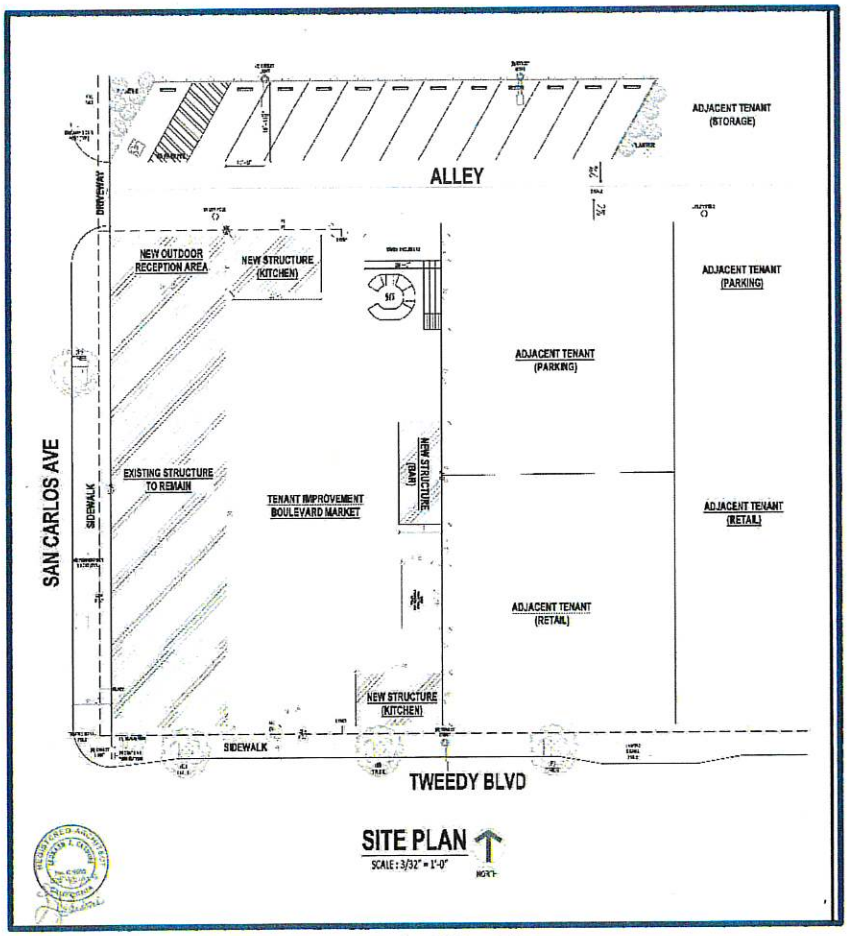


Figure 1. Site Plan



Figure 2. Project Location

2. NOISE

The magnitude by which noise affects its surrounding environment is measured on a logarithmic scale in decibels (dB). Because the human ear is limited to hearing a specific range of frequencies, the A-weighted filter system is used to form relevant results. A-weighted sound levels are represented as dBA. Figure 3 shows typical A-weighted exterior and interior noise levels that occur in human environments.

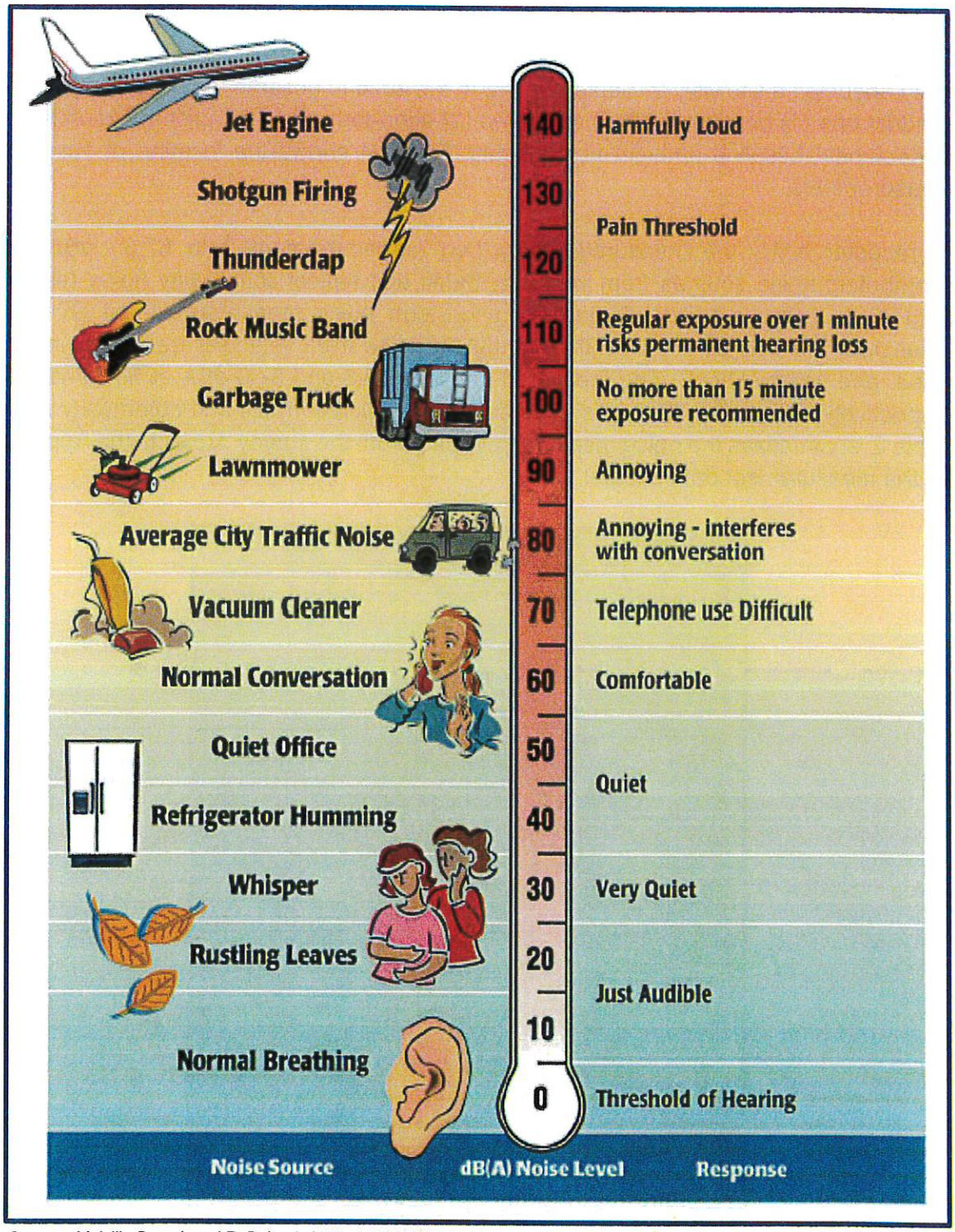
Several noise metrics have been developed to evaluate noise. L_{eq} is the energy average noise level and corresponds to a steady-state sound level that has the same acoustical energy as the sum of all the time varying noise events. L_{max} is the maximum noise level measured during a sampling period, and L_{xx} are the statistical noise levels that are exceeded xx-% of the time of the measurement. L_{50} is the average noise level that is exceeded 50% of the time, 30 minutes in a 60 minute period.

3. NOISE STANDARDS

The City of South Gate Municipal Code has adopted regulations for the purpose of protecting citizens from potential hearing damage and from various other adverse physiological, psychological, and social effects associated with noise (Section 9.28.050). The City's Code limits exterior residential noise levels to 50 and 40 dBA during the daytime and nighttime, respectively. Additionally, the noise standard is 55 dBA for commercial properties. Refer to Table 1 for the City of South Gate Noise Standards.

Table 1. City of South Gate Noise Standards

Receiving Land Use Category	Time Period	Noise Standard Leq, dBA
Residential	Daytime (7AM – 10PM)	50
	Nighttime (10PM – 7AM)	40
Commercial	Anytime	55



Source: Melville Branch and R. Beland, 1970. EPA/ONAC 550/9-74-004, March 1974.

Figure 3. Typical A-weighted Noise Levels

4. EXISTING NOISE LEVELS

AGI conducted a site visit on September 22 to 23, 2025 to observe the project site and to conduct one (1) long-term (NM1) and three (3) short-term (ST1-3) noise measurements to document baseline ambient noise levels. Figure 4 shows the location of the noise measurements.

At receptor NM1, the measured hourly Leq ranged from 49.2 to 67.3 dBA with contributing noise sources from vehicular traffic and typical community noise (people, gardeners, garbage truck). During the short-term noise measurements at ST1, the measured Leq was 56.7 dBA with contributing noise from vehicular traffic, community noise, and nearby HVAC. The measured Leq was 59.8 and 57.0 dBA at ST2 and ST3, respectively with contributing noise sources from vehicular traffic and community noise. Table 2 summarizes the noise measurement data from the survey. Refer to the Appendix for the measurement data sheets.



Figure 4. Noise Measurement Locations

Table 2. Summary of Ambient Noise Measurements

Receptor	Location	Time	Lmin, dBA	Lmax, dBA	Leq, dBA	CNEL, dB	Contributing Noise Sources
NM1	Project Site	9/22/25 11:00 AM - 9/23/25 11:00 AM	43.0	88.0	49.2 – 67.3	62.4	Vehicular Traffic, Community Noise
ST1	Nearest Residential to North	9/22/25 11:42 AM - 11:32 PM	51.6	78.5	56.7	-	Vehicular Traffic, Community Noise (People), nearby HVAC
ST2	Nearest Residential to Northwest	9/22/25 1:49 PM – 2:39 PM	48.0	81.3	59.8	-	Vehicular Traffic, Community Noise (People)
ST3	Nearest Residential to Southwest	9/22/25 12:40 PM - 1:30 PM	48.0	72.9	57.0	-	Vehicular Traffic, Community Noise (People)

Long-term 24-hour hourly noise levels were estimated for ST1 through ST3 based on the noise measurement at NM1. During the operational hours, existing ambient noise levels exceed the City of South Gate Daytime and Nighttime Noise Standards of 50 and 40, dBA.

5. NOISE ANALYSIS

AGI acoustical data and advanced acoustic modeling technologies were used to evaluate and assess the Project's operations to determine if noise control measures will be needed. The CadnaA Noise Prediction Model was used to estimate the worst-case operations associated with the project. CadnaA uses industry-accepted propagation algorithms and user defined sound power based on ISO 9613-2 standards. ISO 9613-2 is an internationally recognized standard that establishes a method for calculating the attenuation of noise from outdoor propagation, in order to predict the levels of noise at a distance from a variety of sources. The calculations account for classical sound wave divergence, plus attenuation factors resulting from air absorption, basic ground effects, and barrier/structure shielding. Air absorption was considered to be under "standard day" conditions of 59° F and 70% relative humidity. The site plans and topography were inputted into CadnaA to establish the x, y, and z site geometrics for the analysis. The noise generated by future operations was calculated by inputting acoustical sources (AGI in-house acoustical database of children playing, live music, background music, and entertainment areas calibrated to number of occupants) as area sources with constant level of activity. Refer to previous Figure 4 for the location of the analyzed noise sensitive receptors (ST1 through ST3).

Live entertainment music was assumed to be 83 dBA at 3 feet and background music was assumed to be 71 dBA at 3 feet. All cases assumed a worst case scenario with full occupancy. Refer to the Appendix for occupancy drawings.

The noise level was analyzed to assess the potential for noise impact at the neighboring commercial properties and residences. Two operating cases were evaluated:

- Case 1: Typical Operations Noise (without live entertainment) (10AM to 11PM)
- Case 2: Typical Operations Noise with Live music entertainment (12PM to 9PM)

Case 1 (Typical Operations Noise)

Case 1 involves typical operations (full occupancy, open doors, play area, and background music) without any live music entertainment during the hours of 10AM to 11PM. The future noise level without noise control would be as high as 55.4, 44.7, and 50.4 dBA at the residences to the north (ST1), south (ST2), northwest (ST3), respectively. Refer to Table 3 for a summary of the Case 1 operating noise. Refer to Figure 5 for the Case 1 Noise Contour Map without Noise Control.

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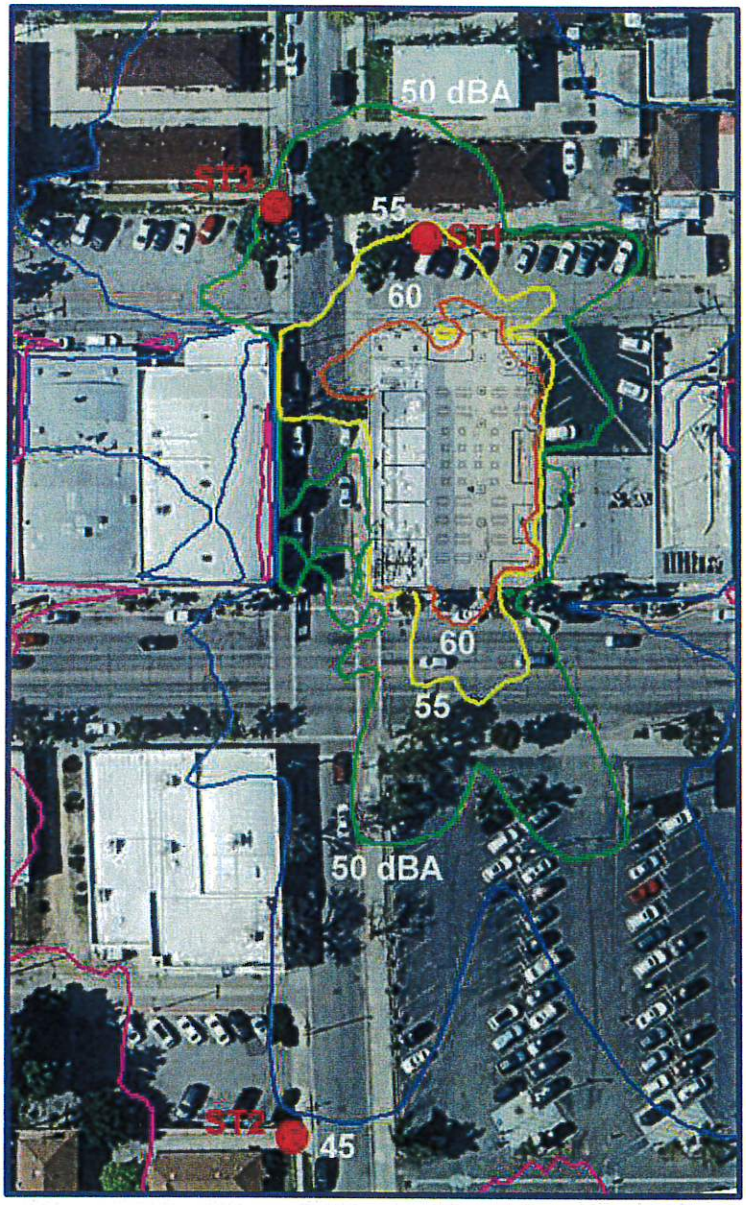


Figure 5. Noise Contour Map – Case 1 without Noise Control

Case 2 (Operations plus Live Music Entertainment)

Case 2 involves typical operations (full occupancy, open doors, play area, and background music) and live music entertainment during the hours of 12PM to 9PM. The future noise level without noise control would be 55.5, 45.1, and 51.1 dBA at the residences to the north (ST1), south (ST2), northwest (ST3), respectively. Refer to Table 4 for a summary of Case 2 operating noise. Refer to Figure 6 for the Case 2 Noise Contour Map without Noise Control.



Figure 6. Noise Contour Map – Case 2 without Noise Control

6. ASSESSMENT

Case 1 (Typical Operations Noise)

The future noise level without noise control would be 55.4, 44.7, and 50.4 dBA at the residences to the north (ST1), south (ST2), northwest (ST3), respectively. The operations noise at the nearest residential receptors to north (ST1) and northwest (ST3) would exceed the City of South Gate Daytime Noise Standard of 50 dBA. At the residences to the south (ST2), the noise from operations would comply with the City of South Gate Daytime Noise Standard. At ST1, ST2, and ST3, the future noise level from Case 1 will exceed the Nighttime Noise Standard of 40 dBA. Refer to Table 3 for the Case 1 Impact Assessment with the City of South Gate Noise Standards.

Table 3. Case 1 Impact Assessment

Receptor	Predicted Noise Level without Noise Control, dBA	Ambient Noise Level, dBA[1]	Noise Standard (Daytime/Nighttime), dBA	Impact Assessment (Daytime/ Nighttime)
Residences to the North (ST1)	55.4	53.8 - 60.7	50/40	Exceedance/ Exceedance
Residences to the South (ST2)	44.7	52.0 - 58.9	50/40	Compliance/ Exceedance
Residences to the Northwest (ST3)	50.4	50.6 - 57.5	50/40	Exceedance/ Exceedance

Note: [1]Calculated Ambient Noise Level based on Noise Measurement at NM1 during proposed operation hours.

Case 2 (Operations plus Live Music Entertainment)

The future noise level without noise control would be 55.5, 45.1, and 51.1 dBA at the residences to the north (ST1), south (ST2), northwest (ST3), respectively. The operations noise at the nearest residential receptors to north (ST1) and northwest (ST3) would exceed the City of South Gate Daytime Noise Standard of 50 dBA. At the residences to the south (ST2), the noise from operations would comply with the City of South Gate Daytime Noise Standard. Case 2 operations only occur during the daytime. Refer to Table 4 for the Case 2 Impact Assessment with the City of South Gate Noise Standards.

Table 4. Case 2 Impact Assessment

Receptor	Predicted Noise Level without Noise Control, dBA[1]	Ambient Noise Level, dBA[2]	Noise Standard (Daytime/Nighttime), dBA	Impact Assessment (Daytime/ Nighttime)
Residences to the North (ST1)	55.5	53.8 - 60.7	50/40	Exceedance/ Exceedance
Residences to the South (ST2)	45.1	52.0 - 58.9	50/40	Compliance/ Exceedance
Residences to the Northwest (ST3)	51.1	50.6 - 57.5	50/40	Exceedance/ Exceedance

Note: [1]Case 2 operations only occur during the daytime.
[2]Calculated Ambient Noise Level based on Noise Measurement at NM1 during proposed operation hours.

7. NOISE CONTROL

To comply with the City of South Gate Daytime Noise Standards, the following noise control measures are recommended to reduce the noise from The Place @ Tweedy:

1. Background music at speakers not in the Terrace Lounge (includes non-live amplified music and live acoustic music) should not exceed 69 dBA at 3 feet from noise source/speakers. (This is 2 dB lower than typical background music noise).
2. Background music at speakers in the Terrace Lounge as per Figure 7 (includes non-live amplified music and live acoustic music) should not exceed 66 dBA at 3 feet from noise source/speakers. (This is 5 dB lower than typical background music noise).

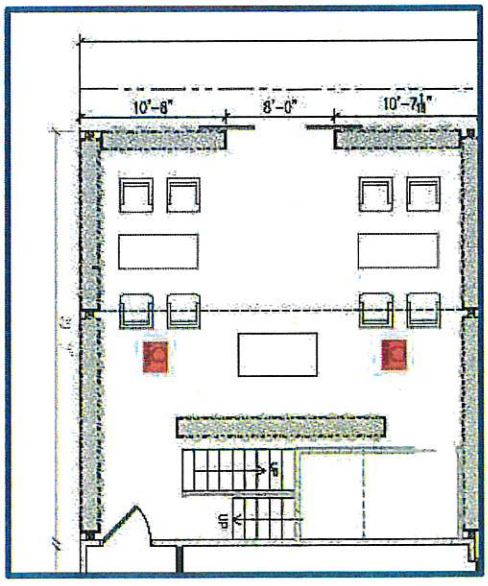


Figure 7. Location of the Terrace Lounge Speakers to not exceed 66 dBA at 3 feet

3. Loud amplified music (live or DJ type) should not exceed 84.2 dBA at 3 feet from noise source/speakers. Loud amplified music/speakers should be restricted to the First Floor Stage.
4. Minimize the gain on sub-woofers to limit low frequency noise to the extent feasible.
5. The following barrier heights and locations are recommended:
    a. A minimum 10-ft high noise barrier at the north of the project site as per Figure 8. A solid 10-ft high gate/door can be incorporated into the 10-ft high noise barrier design to allow for access. Any gaps in the door design should be minimized with plastic or rubber flap seals along the sides and bottom of the door. The door should automatically close after opening and never be propped open. A second barrier screen located beyond the entrance door may need to be implemented after operations begin to further buffer music and crowd noise. This barrier would block line of sight to the outdoor area from the exterior.
    b. A minimum 7-ft high noise barrier along the west of the play area as per Figure 8.
    c. Noise barriers should be continuous structures without any gaps or openings and should be constructed from plexi-glass, concrete masonry block, stucco on wood, or any combination of these materials.

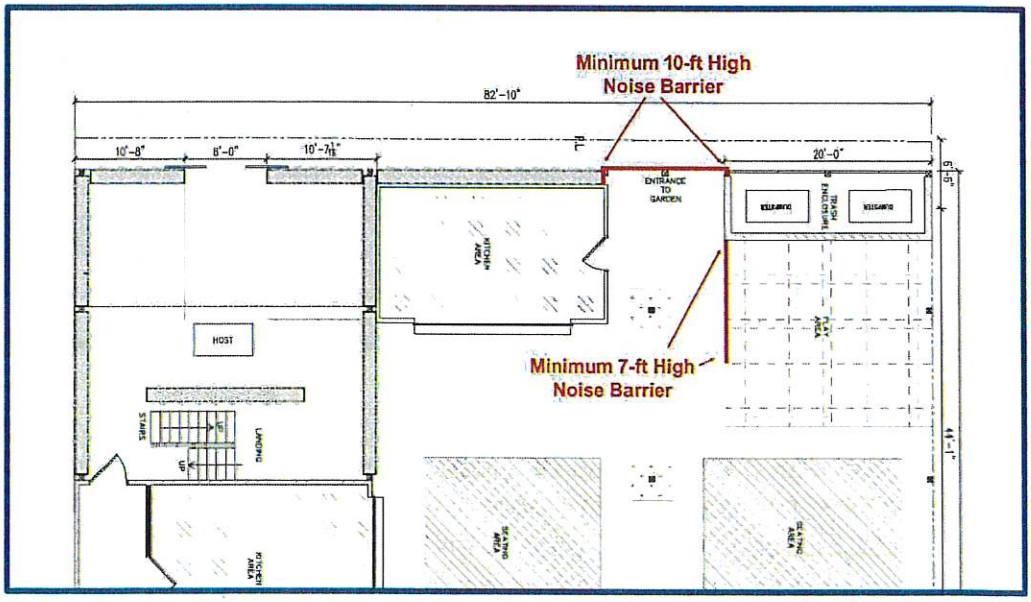


Figure 8. Location of the Recommended Noise Barriers – Daytime

In order to operate past 10PM and comply with the City of South Gate Nighttime Noise Standards, the following additional noise control measures (#6 through #10) are required in addition to the previous recommendations (#3 and #4):

6. Background music should not exceed 66 dBA at 3 feet from noise source/speakers. (This is 5 dB lower than typical background music noise).
7. No loud amplified music at the stage is allowed after 10PM.
8. The speakers indicated on Figure 9 shall not operate after 10PM.

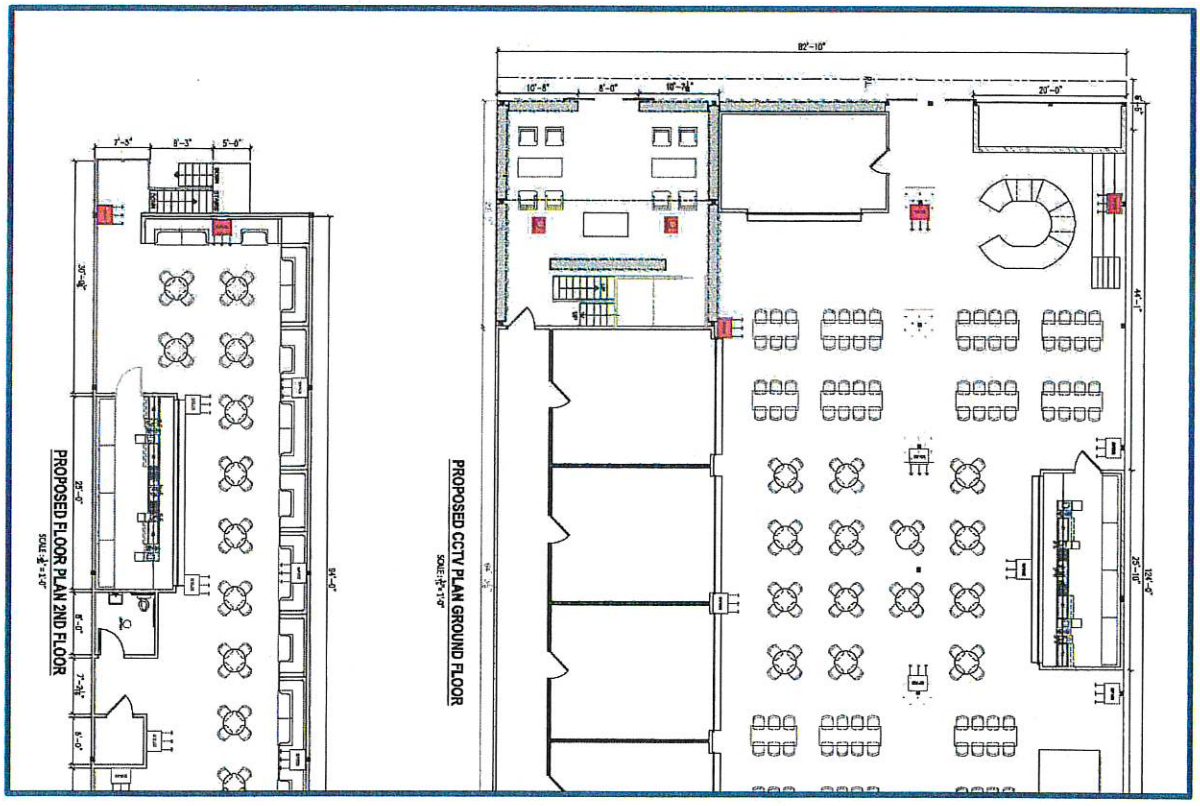


Figure 9. Location of the Recommended Nighttime Non-Operational Speakers

9. An additional minimum 10-ft high noise barrier around the lounge as per Figure 10. A solid 10-ft high gate/door can be incorporated into the 10-ft high noise barrier design to allow for access. Alternatively, an acoustical curtain with a minimum STC rating of 35 can be used. Any gaps in the door design should be minimized with plastic or rubber flap seals along the sides and bottom of the door. The door should automatically close after opening and never be propped open.

10. The play area should be blocked off and non-operational.

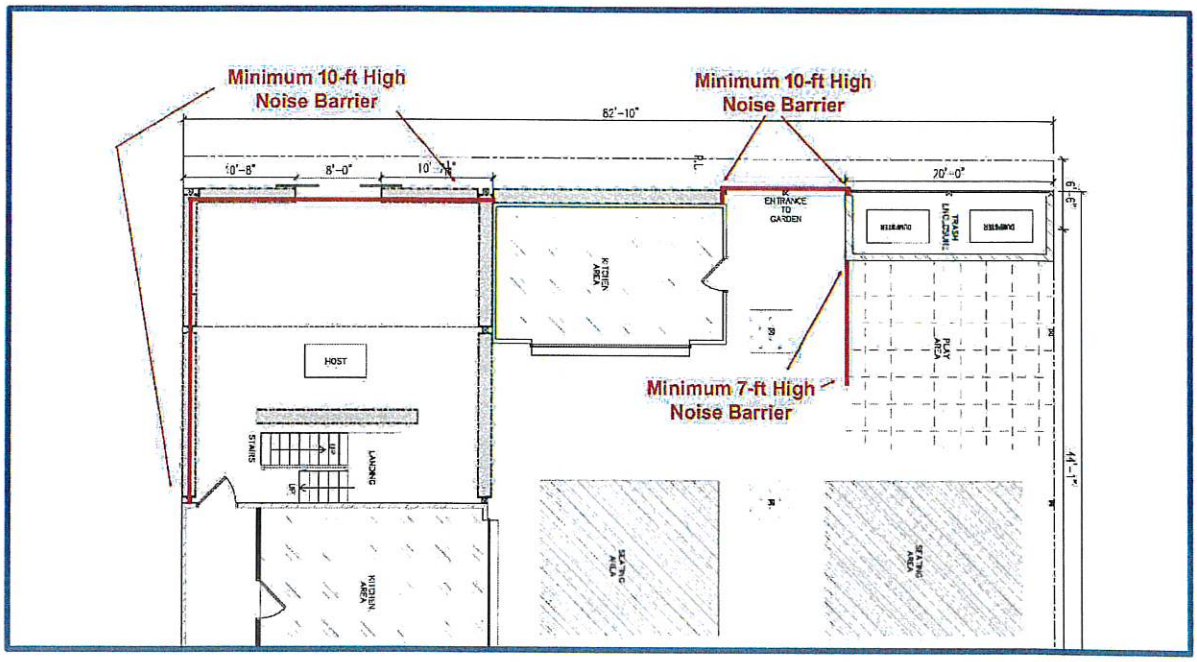


Figure 10. Location of the Recommended Noise Barriers - Nighttime

11. After project completion, noise monitoring should be conducted during startup and full operations to verify compliance. If the project noise exceeds the City of South Gate Noise Standards, then alternative noise control measures will be evaluated to reduce operations noise where appropriate.

12. Alternative noise control measures may include administrative noise control (e.g. lowering background music, eliminating/changing patio games after certain hours etc.) and engineering noise control (permanent noise monitoring system, noise barriers, etc.).

    I. Engineering Noise Control

        i. Permanent noise monitoring system.

            a. Install a permanent noise monitoring system with real time text and email alerts at the northern project property line to notify The Place @ Tweedy when the operations noise is approaching or exceeding the noise limit.

            b. When a noise exceedance is identified and confirmed, administrative noise control should be implemented.

c. To monitor operations noise, a sound level meter with a Type/Class 2 microphone is suggested. For admissible acoustic data when in a court or at the city, a Type 1 microphone is required. In terms of equipment recommendations, Quest or Bruel & Kjaer sound level meters should be considered.

13. A registered engineer or architect should be consulted to ensure that the modifications meet all safety and building codes.

8. NOISE CONTROL EVALUATION

Daytime Noise Control Analysis (Worst Case)

The noise levels from the daytime worst case (Case 2) was used to evaluate noise control as the noise Case 1 daytime would generate noise levels that are similar to or lower than Case 2. With the suggested noise control recommendations (#1 through #4), the future noise level would be as high as 49.7, 44.5, and 47.5 dBA at the residences to the north (ST1), south (ST2), northwest (ST3), respectively. The future noise levels will comply with the City of South Gate Daytime Noise Standard of 50 dBA. However, with recommendations #1 through #4, the operations noise level will continue to exceed the City's Nighttime Noise Standard of 40 dBA. It is recommended that the project not operate past 10PM or adopt recommendations #6 through #10. Refer to Table 5 for a summary for the Daytime Noise Control Noise Levels and Assessment. Refer to Figure 11 for the Daytime Nosie Control Noise Contour Map.

Table 5. Daytime Noise Control Impact Assessment

Receptor	Predicted Noise Level without Noise Control, dBA	Ambient Noise Level, dBA[1]	Noise Standard (Daytime/Nighttime), dBA	Impact Assessment (Daytime/ Nighttime)
Residences to the North (ST1)	49.7	53.8 - 60.7	50/40	Compliance/ Exceedance
Residences to the South (ST2)	44.5	52.0 - 58.9	50/40	Compliance/ Exceedance
Residences to the Northwest (ST3)	47.5	50.6 - 57.5	50/40	Compliance/ Exceedance

Note: [1]Calculated Ambient Noise Level based on Noise Measurement at NM1 during proposed operation hours.

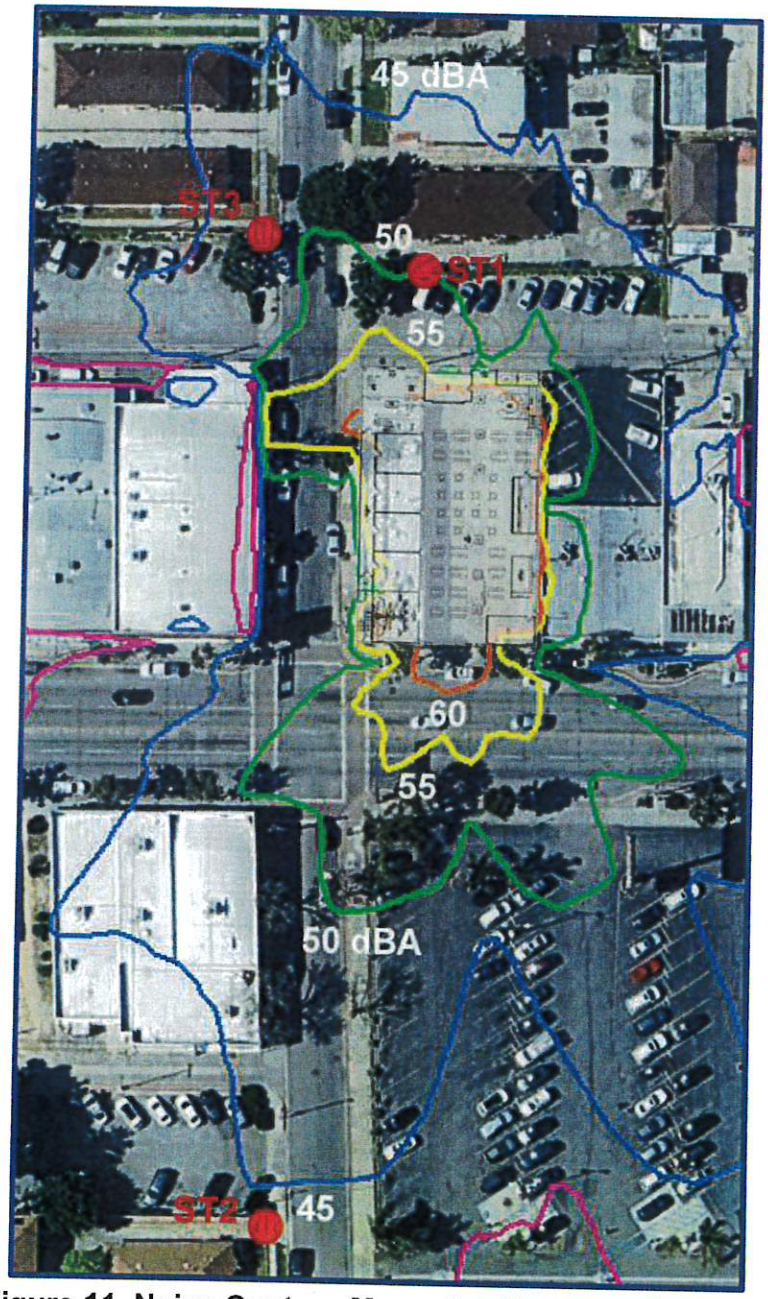


Figure 11. Noise Contour Map – Daytime Noise Control

Nighttime Noise Control

With the noise control recommendations, the future noise level would be as high as 39.9, 34.6, and 37.2 dBA at the residences to the north (ST1), south (ST2), northwest (ST3), respectively. Refer to Table 6 for a summary of Case 2 operating noise levels and assessment. Refer to Figure 12 for the Nighttime Noise Contour Map with Noise Control.

Table 6. Nighttime Noise Control Impact Assessment

Receptor	Predicted Noise Level without Noise Control, dBA[1]	Ambient Noise Level, dBA[2]	Noise Standard (Daytime/Nighttime), dBA	Impact Assessment (Daytime/ Nighttime)
Residences to the North (ST1)	39.9	53.8 - 60.7	50/40	Compliance/ Compliance
Residences to the South (ST2)	34.6	52.0 - 58.9	50/40	Compliance/ Compliance
Residences to the Northwest (ST3)	37.2	50.6 - 57.5	50/40	Compliance/ Compliance

Note [1]Case 2 operations only occur during the daytime.
[2]Calculated Ambient Noise Level based on Noise Measurement at NM1 during proposed operation hours.

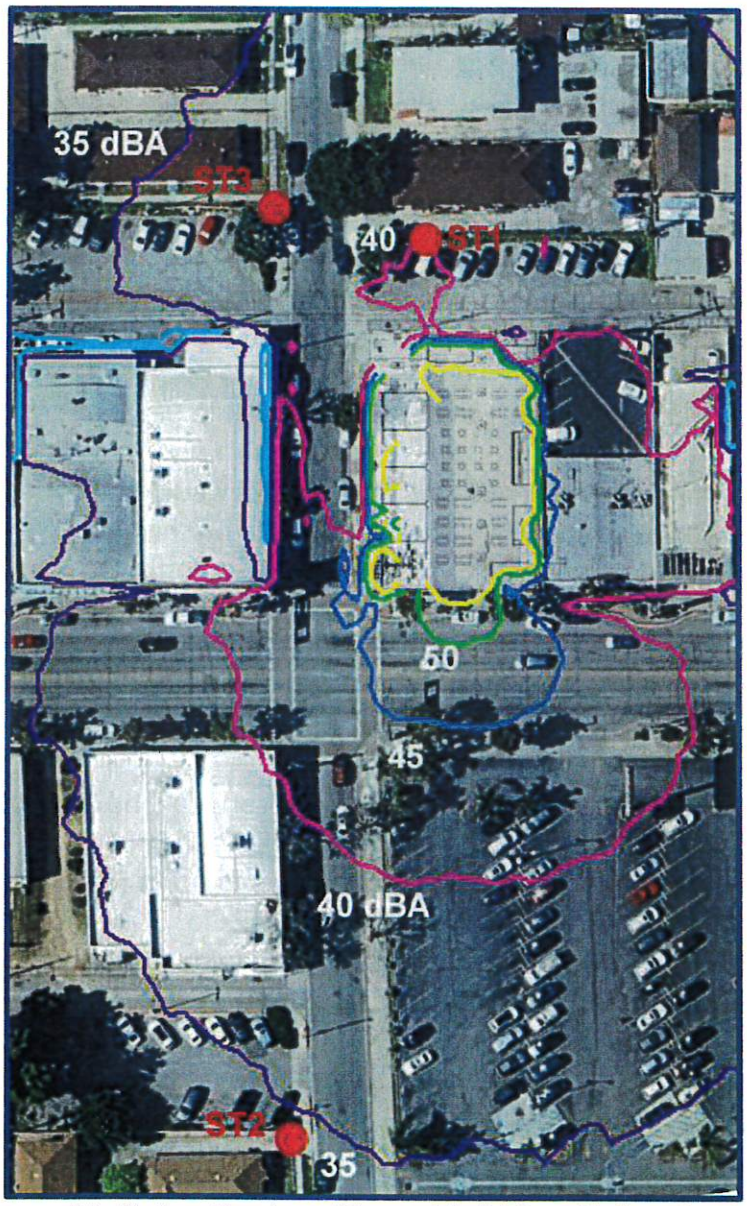


Figure 12. Noise Contour Map – Nighttime Noise Control

9. CONCLUSION

Acoustics Group, Inc., (AGI) was retained to conduct a noise study for The Place @ Tweedy Project in South Gate, CA. AGI has reviewed the City of South Gate Noise Standards, conducted noise measurements, analyzed the noise levels from future noise sources at the site, assessed the impact of the future noise to determine compliance with the Exterior Noise Standards, and recommended noise control measures.

The Place @ Tweedy proposes an open-air Outdoor food hall with a central outdoor plaza providing live entertainment. Two operating cases were evaluated: Case 1 (Typical Operations Noise (without live entertainment 10AM to 11PM) and Case 2 (Typical Operations Noise with Live music entertainment 12PM to 9PM).

For Case 1, the future noise level without noise control would be 55.4, 44.7, and 50.4 dBA at the residences to the north (ST1), south (ST2), and northwest (ST3), respectively. The operations noise at the nearest residential receptors to north (ST1) and northwest (ST3) would exceed the City of South Gate Daytime Noise Standard of 50 dBA. At the residences to the south (ST2), the noise from operations would comply with the City of South Gate Daytime Noise Standard. At ST1, ST2, and ST3, the future noise level from Case 1 will exceed the Nighttime Noise Standard of 40 dBA.

For Case 2, the future noise level without noise control would be 55.5, 45.1, and 51.1 dBA at the residences to the north (ST1), south (ST2), northwest (ST3), respectively. The operations noise at the nearest residential receptors to north (ST1) and northwest (ST3) would exceed the City of South Gate Daytime Noise Standard of 50 dBA. At the residences to the south (ST2), the noise from operations would comply with the City of South Gate Daytime Noise Standard. Case 2 would only occur during the daytime.

Noise control suggestions have been identified to reduce the noise levels to comply with the City of South Gate Noise Standards.

REFERENCES

1. Melville Branch and R. Beland, 1970. EPA/ONAC 550/9-74-004, March 1974.
2. City of South Gate Noise Ordinance

APPENDIX

FIELD DATA SHEETS & MEASUREMENT DATA

CITY OF SOUTH GATE NOISE ORDINANCE

MODELING INPUT & OUTPUT

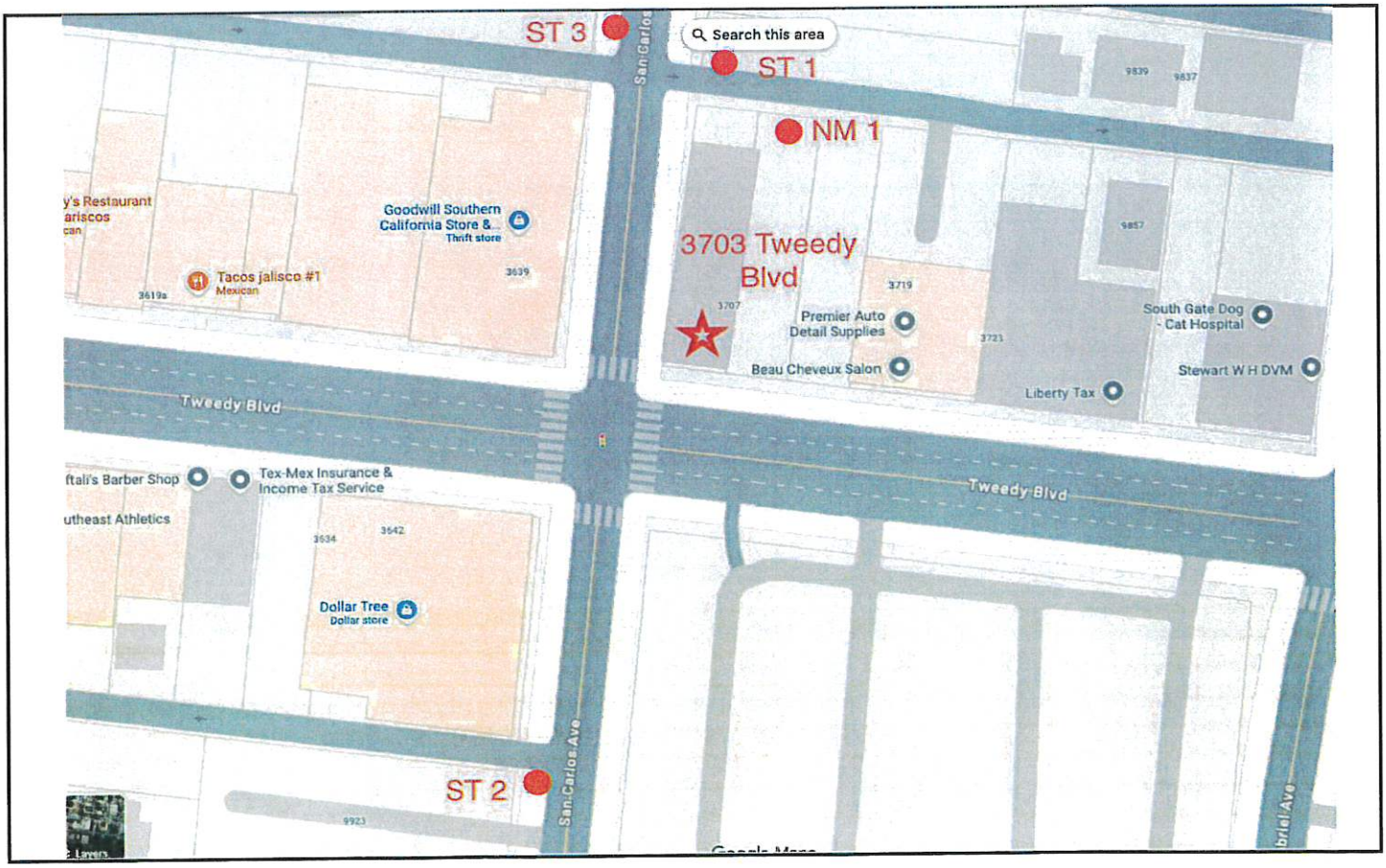
PROJECT DRAWINGS

FIELD DATA SHEETS & MEASUREMENT DATA

NOISE MONITORING FIELD DATA SHEET

Project:	Urban Lifestyle Group - The Ranch 33 Inc. Food Hall	Date:	9/22/25 - 9/23/25
Loc:	3703 Tweedy Blvd, South Gate CA 92831		
SLM:	BK 2270	SN:	3023677
Mic:	BK 4189	SN:	3100242
P/A:	BKZC 0032	SN:	26386

Start	Stop	L2	L8	L25	L50	L90	L99	Lmax	Lmin	Leq	Notes
11:42 AM	12:32 PM	63.9	59.5	56.7	53.9	52.3	51.9	78.5	51.6	56.7	ST1 9/22/25
11:57 AM	12:47 PM	63.9	60	55.9	53.2	49.5	46.5	72.3	45.2	56.2	ST1 9/23/25
12:40 PM	1:30 PM	63.7	60	56.9	54.7	51.3	49.2	72.9	48	57	ST3 9/22/25
12:51 PM	1:41 PM	64.1	60.7	56.7	54	51.5	50.3	72.4	49	59.9	ST3 9/23/25
1:49 PM	2:39 PM	66.5	65.4	59.6	55	51.3	49.1	81.3	48	59.8	ST2 9/22/25
1:45 PM	2:35 PM	68.9	64.8	61.9	60.3	55.9	53.5	83.3	52.3	62.4	ST2 9/23/25



CITY OF SOUTH GATE NOISE ORDINANCE

Chapter 11.34
NOISE CONTROL PROGRAM

Sections:

11.34.010 Purpose and intent.

11.34.020 Applicability and exemptions.

11.34.030 Nuisance finding.

11.34.040 Terminology.

11.34.050 Program review responsibility.

11.34.060 Noise control officer (NCO).

11.34.070 Contracts and products.

11.34.080 Maximum sound levels by noise zone.

11.34.090 Noise activity standards.

11.34.100 Violations and enforcement.

11.34.110 Noise variance.

11.34.120 Appeals.

11.34.010 Purpose and intent.

The purpose of this chapter is to establish standards and policies to control unnecessary, excessive, and annoying noise and vibrations in the city of South Gate. It is the policy of the city to foster a quiet atmosphere for residential neighborhoods, and to implement programs aimed at reducing noise in all areas.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.020 Applicability and exemptions.

A. Applicability. The provisions of this chapter shall be applicable to noise generated in any zone, subject to the established standards and thresholds herein.

B. Exemptions. The following activities shall be exempted from the provisions of this chapter:

1. Alerting people to danger or emergencies, or sound related to the performance of emergency work.

2. Public safety or self-defense warning devices or alert systems.

3. Public and private playground and school ground activities, including athletic and school entertainment events.

4. Bells, chimes, or carillons while being used in conjunction with religious services.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.030 Nuisance finding.

Certain noise levels and vibrations are detrimental to the public health, welfare, and safety, and are contrary to the public interest. Therefore, creating, maintaining, or causing, or allowing to be created, maintained, or caused, any noise or vibration in excess of the noise control program of this chapter is a public nuisance and shall be punishable as such.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.040 Terminology.

All terminology used in this chapter is defined in Chapter 11.60, Definitions. In all cases, terminology shall have the same meaning as defined by applicable publications of the American National Standards Institute or its successor body.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.050 Program review responsibility.

A. Universal Enforcement. The purpose and intent of this chapter shall be upheld in all project and application review, and decisions by all departments shall, to the fullest extent, be consistent with the regulations in this chapter. All departments shall cooperate with the noise control officer (NCO) to the fullest extent in compliance with all federal, state and local laws and regulations.

B. Project Approval. All projects shall be reviewed for consistency with this chapter; the NCO shall be consulted prior to any project approval.

C. Right of Review. The NCO has the right to review any project if nonconformance with this chapter is a possible consequence of a project's approval, and may request a department to review and report on the advisability of adding or modifying conditions of approval in order to mitigate or eliminate such nonconformance.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.060 Noise control officer (NCO).

The NCO or designee shall be in charge of administering the noise control program.

A. Duties. The NCO shall have the following duties related to the implementation and enforcement of this chapter and for the general purpose of noise abatement and control:

1. Delegate appropriate functions to personnel and to other departments, subject to the approval of the chief administrative officer.

2. Investigate and pursue violations of this chapter.

3. Conduct, or cause to be conducted, studies, research, and monitoring related to noise, including joint cooperative investigation with public or private agencies, and make application for and accept grants.

4. Conduct programs of public education regarding noise abatement.

5. Provide for training of field inspectors and other technical personnel concerned with noise abatement in conformance with standards for technical qualifications, as established by the State Office of Noise Control.

6. Coordination and Cooperation.

i. Coordinate the noise control activities of all municipal departments.

ii. Cooperate, where practicable, with all appropriate state and federal agencies.

iii. Cooperate, where practicable, with appropriate county and municipal agencies.

iv. Advise on the availability of low-noise-emissions products for replacement or retrofit of existing or planned city-owned or operated equipment.

v. Recommend to the city council the approval of contracts for the provision of technical and enforcement services.

vi. Consult with other appropriate agencies regarding project standards or revisions, consistent with this chapter.

7. Project Review Responsibility. The following shall be done by the NCO for all noise-sensitive or noise-generating public and private projects:

i. Review for compliance with the intent and provisions of this chapter;

ii. Recommend sound analysis that identifies existing and projected noise sources and associated sound levels;

iii. Recommend usage of adequate measures to avoid violation of any provisions of this chapter;

iv. Inspect property and/or project documentation for compliance, subject to presentation of proper credentials and owner/occupant permission;

v. Complete noise inspections based on probable-cause violation documentation, subject to obtaining a search warrant when permission is refused or cannot be obtained;

vi. Develop and recommend to the city council or other city agency provisions regulating the use and operation of any product, including the description of maximum sound levels, but not in such a manner as to conflict with federal or state new product regulations;

vii. Prepare recommendations to be approved by the city council for the designation and enforcement of noise-sensitive activities in designated noise-sensitive zones;

viii. Prepare recommendations based on noise survey data and analytical studies, to be approved by the city council, for the designation of zones of similar ambient environmental noise within regions of generally consistent land use; zones shall be identified in terms of their day and nighttime ambient noise levels by the classifications given in Section 11.34.080, Maximum sound levels by noise zone;

ix. Review the noise impact of the zoning change by identifying existing and projected noise sources and the associated sound levels, and require usage of adequate measures on noise sources identified in Section 11.34.080, Maximum sound levels by noise zone; and

x. Upon receipt of a complaint from a citizen, the NCO, equipped with sound level measurement equipment outlined in Section 11.34.080(E), Unit of Measure, shall investigate the complaint.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.070 Contracts and products.

A. Contracts. All city contracts, written agreements, purchase orders, and instruments that commit expenditure of funds shall include provisions requiring all equipment or activities that are subject to this chapter be operated, constructed, conducted, and/or manufactured in compliance with the noise standards of this chapter.

B. Products. Federally certified low-noise-emissions products shall be used in preference to any other product where economically feasible.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.080 Maximum sound levels by noise zone.

A. Noise Zone Standards. Table 11.34-1, Noise Zone Standards, establishes noise-level standards and temporary maximum standards applicable to land use categories by noise zone. No person shall make, cause, or allow noise that exceeds the standards of Table 11.34-1, inclusive of ambient noise. These standards are inclusive of all noise sources, including ambient noise, animals, equipment, firearms, people gatherings or parties, tools, vehicles, or other noise source resulting in temporary or sustained noise levels in excess of the standards of Table 11.34-1 and Table 11.34-2, Permitted Temporary Noise Level Increase.

Table 11.34-1 Noise Zone Standards

Noise Zone	Land Use Category	Noise Standards	
		Standard	Time Period
I	Noise-Sensitive Area	45 dBA	Anytime
II	Residential Properties (in any zone)	50 dBA	7 a.m. to 10 p.m.
		40 dBA	10 p.m. to 7 a.m.
III	Commercial Properties	55 dBA	Anytime
IV	Industrial Properties	65 dBA	Anytime

This table is consistent with Table N-5 of the South Gate general plan noise element.

dBA = A-weighted decibel L_{eq} standard.

B. Noise-Sensitive Zones. Creating or causing the creation of any noise disturbance within any noise-sensitive zone; provided, that conspicuous signs are displayed indicating the presence of the zone; shall be prohibited.

1. Noise-sensitive zones shall be indicated by the display of conspicuous signs in at least three separate locations within six hundred feet of the institution or facility.

C. Permitted Temporary Increase. Table 11.34-2 establishes the maximum temporary noise level increases permitted in any noise zone based on the duration of noise.

Table 11.34-2 Permitted Temporary Noise Level Increase

Permitted Maximum Increase	Noise Duration
+ 5 dBA	30 mins. per hour
+ 10 dBA	15 mins. per hour
+ 12 dBA	10 mins. per hour
+ 15 dBA	5 mins. per hour
+ 20 dBA	2 mins. per hour

dBA = A-weighted decibel L_{eq} standard.

mins. = minutes.

D. Measurement of Noise. All noise standards shall be based on the actual measured ambient noise level, as measured at the closest adjoining property line between habitable parcels or at the nearest public right-of-way.

E. Unit of Measure. The unit of measure shall be designated as an A-weighted decibel (dBA), equivalent continuous sound level (L_{eq}) standard. Noise shall be measured with a sound level meter that meets the standards of the American National Standards Institute (Section S1.4-1979, Type 1 or Type 2). A calibration check shall be made of the instrument at the time any noise measure is made.

F. Location of Measure.

1. Exterior Noise. Noise levels shall be measured in decibels at the property line of the receptor property, and at least four feet above the ground and ten feet from the nearest structure or wall, where possible.

2. Interior Noise. Interior noise shall be measured within the building or structure, and at least four feet from any wall, ceiling, or floor nearest the noise source.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.090 Noise activity standards.

Noise generated by the following acts is considered to be in violation of the noise standards of this chapter.

A. Street Sales. Offering, selling, or advertising anything by shouting, outcry, playing music, or other noise to

attract attention within any residential, commercial, or noise-sensitive zone of the city, excluding such activities at licensed sporting events, parades, fairs, circuses, or other similar, licensed public entertainment events.

B. Vibration. Vibration produced from the operation of any device or equipment shall not exceed a motion velocity of 0.01 inches per second over a range of one to one hundred Hertz.

C. Powered Model Vehicles. Operating of powered model vehicles within a residential or noise-sensitive zone is prohibited between the hours of ten p.m. and seven a.m.

D. Stationary Nonemergency Signaling Devices. Sounding of any electronically amplified signal intended primarily for nonemergency purposes shall be limited to ten consecutive seconds in any hourly period; this standard shall not apply to religious worship uses.

E. Emergency Signaling Devices. The intentional sounding of any outdoor emergency signaling device by public or private agencies shall be limited to emergency purposes only, except under the following conditions. Testing shall be limited to the following:

1. Testing between seven a.m. and ten p.m., and shall not exceed sixty seconds.

2. A maximum once-per-month testing of the complete emergency signaling system.

F. Personal Alarm Devices. Sounding of any exterior burglar, fire, or automotive burglar alarm shall not exceed duration of thirty minutes and shall be limited to emergency usage.

G. Refuse Collection Vehicles. Refuse collection vehicles shall not exceed eighty-six dBA when measured at fifty feet from any point on the vehicle, and shall be limited to operating between six a.m. and ten p.m. within five hundred feet of a residential or noise-sensitive zone.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.100 Violations and enforcement.

The NCO shall have primary responsibility, with such assistance of the police department as may be necessary or desirable, for the enforcement of this chapter. The NCO may seek voluntary compliance by way of warning, notice, or informational materials.

A. Violations. Written notice shall be provided to the responsible party upon an initial violation of the provisions of this chapter. Notice shall specify the time frame for violation correction, if applicable, or time frame for permit/variance application submittal. No further action shall be taken where violations are voluntarily remedied prior to or after written violation notice.

B. Misdemeanor. Any person violating any of the provisions of this chapter shall be deemed guilty of

misdemeanor and, upon conviction thereof, shall be punished as provided for in Chapter 11.56, Enforcement. Each day that such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

C. Party Noise Violations.

1. Action may be taken as necessary to abate any gathering or party of two or more people occurring on private property that violates the noise thresholds of this chapter, or is otherwise a threat to the public peace, health, safety, or welfare due to the magnitude of the crowd, noise, traffic, disturbance or unruly behavior, and/or destruction of property generated by the gathering.

2. Notice of violation, orally and in writing, shall be provided to the responsible party, property owner, occupant, or legal guardian, who shall be held liable for the cost of providing noise enforcement services.

3. If the gathering is not voluntarily dispersed and additional city personnel and/or law enforcement involvement is required to disperse the nuisance, the responsible party or parties shall be jointly and severally liable for the following costs incurred by the city:

i. The actual cost to the city for law enforcement services, excluding the initial response provided by the NCO or police officer to abate any party noise violations.

ii. Damage to public property resulting from such law enforcement response.

iii. Injuries to any NCO or law enforcement personnel involved in such law enforcement response.

D. Billing and Collection. The police department or NCO shall calculate all costs and shall advise the director of finance. The responsible party or parties shall be billed by the director of finance following receipt of the total cost. Payment shall be due and payable within fifteen days of the billing date. If the amount due is not paid, the city may collect the debt, as well as any fees and costs incurred in its collection, pursuant to all applicable provisions of the law.

E. General Prohibition. Notwithstanding any other provision of this chapter or of this code, and in addition thereto, it shall be unlawful for any person to willfully make, generate or continue, or cause to be made, generated or continued, any loud noise from any source that unreasonably disturbs the peace and quiet of two or more persons of normal sensitiveness who reside or work in the area.

1. The factors which shall be considered in determining whether a violation of the provisions of this section exists shall include, but not be limited to, the following:

i. The volume of the noise;

ii. The intensity of the noise;

iii. Whether the nature of the noise is usual or unusual;

iv. Whether the origin of the noise is natural or unnatural;

v. The volume and intensity of the background noise, if any;

vi. The proximity of the noise to residential sleeping facilities;

vii. The zoning classification of the area from which the noise emanates;

viii. The density of inhabitation of the area from which the noise emanates;

ix. The time of day or night the noise occurs;

x. The duration of the noise;

xi. Whether the noise is recurrent, intermittent, or constant;

xii. Whether the noise is produced by commercial or noncommercial activity;

xiii. Whether the noise is a consequence or expected result of an otherwise lawful use.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.110 Noise variance.

The owner or operator of a noise source that violates any of the provisions of this chapter may file a variance application, consistent with the procedures of Chapter 11.51, Permits and Procedures.

A variance application shall detail the approved method of achieving maximum compliance and a time schedule for its accomplishment. In its determinations, the NCO shall consider the following:

1. The magnitude of nuisance caused by the offensive noise.

2. The uses of property within the area of impingement by the noise.

3. The time factors related to study, design, financing, and construction of remedial work.

4. The economic factors related to age and useful life of the equipment.

5. The general public interest, welfare, and safety.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

11.34.120 Appeals.

Appeals of a planning commission decision regarding this chapter may be made within ten working days of such decisions. Appeals may be made to the city council by filing a notice of appeal with the city clerk. Appeal and noticing procedures shall proceed consistent with Chapter 11.51, Permits and Procedures.

(Ord. 2323 § 1 Exh. A (part), 4-28-15)

MODELING INPUT & OUTPUT

CadnaA Input Output
Project: The Place @ Tweedy
Case: Case 1 Standard Operations

Receiver

Name	M.	ID	Level Lr		Limit. Value		Land Use			Height		Coordinates			passive NC
			Day (dBA)	Night (dBA)	Day (dBA)	Night (dBA)	Type	Auto	Noise Type	(m)		X (m)	Y (m)	Z (m)	dB(A)
ST1			55.4	55.4	0	0	x		Total	1.5	r	209.98	259.07	1.5	-
ST2			44.7	44.7	0	0	x		Total	1.5	r	189.83	126.74	1.5	-
ST3			50.4	50.4	0	0	x		Total	1.5	r	186.34	262.45	1.5	-

Point Source (Speakers)

Name	M.	ID	Result. PWL			Lw / Li			Correction			Sound Reduction		Attenuation	Operating Time			KO	Freq.	Direct.	Height		Coordinates		
			Day (dBA)	Evening (dBA)	Night (dBA)	Type	Value	norm. dB(A)	Day dB(A)	Evening dB(A)	Night dB(A)	R	Area (m²)		Day (min)	Special (min)	Night (min)	(dB)	(Hz)		(m)		X (m)	Y (m)	Z (m)
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	218.6	239.5	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	218.51	229.91	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	218.58	220.12	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	218.54	210.41	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	226.8	239.56	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	226.8	229.86	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	226.8	220.11	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	226.77	210.41	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	210.41	234.07	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	210.41	223.59	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	210.35	209.33	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		(none)	4.62	r	203.31	238.58	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		(none)	4.62	r	208.47	238.62	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	223.3	225.01	4.62
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	201.54	234.5	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	206.4	234.45	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	210.18	228.07	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	210.18	219.8	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	210.07	213	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	207.1	205.76	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	205.32	219.48	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	204.13	213.54	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	202.73	212.4	9.1

Area Source

Name	M.	ID	Result. PWL			Result. PWL"			Lw / Li			Correction			Sound Reduction		Attenuation	Operating Time			KO	Freq.	Direct.	Moving Pt. Src Number		
			Day (dBA)	Evening (dBA)	Night (dBA)	Day (dBA)	Evening (dBA)	Night (dBA)	Type	Value	norm. dB(A)	Day dB(A)	Evening dB(A)	Night dB(A)	R	Area (m²)		Day (min)	Special (min)	Night (min)	(dB)	(Hz)		Day	Evening	Night
Play Area			96.4	-17.4	-17.4	81.2	-32.6	-32.6	PWL-Pt	Pt			0	0							0		(none)	24	0	0
Stage			0	0	0	0	0	0	Lw				0	0							0		(none)			
1st			82.8	-41.1	-41.1	57.6	-66.3	-66.3	PWL-Pt	P			0	0							0		(none)	247	0	0
2nd			79.5	-41.1	-41.1	57.1	-63.6	-63.6	PWL-Pt	P			0	0							0		(none)	117	0	0
Lounge			72.7	-41.1	-41.1	56.1	-57.7	-57.7	PWL-Pt	P			0	0							0		(none)	24	0	0

Sound Levels

Name	ID	Type	Oktave Spectrum (dB)											Source
			Weight.	31.5	63	125	250	500	1000	2000	4000	8000	A	lin	
Person	P	Lw		56.2	57.3	59.9	56.5	56.5	54.3	51.1	43	37	58.9	65.1	
Amplified M	AM	Lw		85	104.2	95.8	87.8	90.5	88.7	87.2	83.6	84.3	94.3	105.3	
Backgroun	BM	Lw		81.6	82.3	87.4	80	80.4	78.1	73.7	69.9	66.8	82.8	90.7	
Playground	Pt	Lw		77.2	75.5	73	72	73	75.6	74.9	78.5	64.2	82.6	84.5	

Result Table

Receiver		Land Use	Limiting Value		rel. Axis			Lr w/o Noise Control		dLreq.		Lr w/ Noise Control		Exceeding		passive NC
Name	ID		Day dB(A)	Night dB(A)	Station m	Distance m	Height m	Day dB(A)	Night dB(A)	Day dB(A)	Night dB(A)	Day dB(A)	Night dB(A)	Day dB(A)	Night dB(A)	dB(A)
ST1			0	0				55.4	55.4	55.4	55.4	0	0	-	-	-
ST2			0	0				44.7	44.7	44.7	44.7	0	0	-	-	-
ST3			0	0				50.4	50.4	50.4	50.4	0	0	-	-	-

CadnaA Input Output
Project: The Place @ Tweedy
Case: Case 2 Live Music Entertainment

Receiver

Name	M.	ID	Level Lr Day (dBA)	Night (dBA)	Limit. Value Day (dBA)	Night (dBA)	Land Use Type	Auto	Noise Type	Height (m)		Coordinates X (m)	Y (m)	Z (m)	passive NC dB(A)
ST1			55.5	55.5	0	0	x		Total	1.5	r	209.98	259.07	1.5	-
ST2			45.1	45.1	0	0	x		Total	1.5	r	189.83	126.74	1.5	-
ST3			51.1	51.1	0	0	x		Total	1.5	r	186.34	262.45	1.5	-

Point Source (Speakers)

Name	M.	ID	Result. PWL Day (dBA)	Evening (dBA)	Night (dBA)	Lw / Li Type	Value	norm. dB(A)	Correction Day dB(A)	Evening dB(A)	Night dB(A)	Sound Reduction R	Area (m^2)	Attenuation	Operating Time Day (min)	Special (min)	Night (min)	KO (dB)	Freq. (Hz)	Direct.	Height (m)		Coordinates X (m)	Y (m)	Z (m)
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	218.6	239.5	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	218.51	229.91	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	218.58	220.12	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	218.54	210.41	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	226.8	239.56	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	226.8	229.86	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	226.8	220.11	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	226.77	210.41	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	210.41	234.07	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	210.41	223.59	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	210.35	209.33	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		(none)	4.62	r	203.31	238.58	4.62
	1		82.8	82.8	82.8	Lw	BM		0	0	0							0		(none)	4.62	r	208.47	236.62	4.62
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	4.62	r	223.3	225.01	4.62
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	201.54	234.5	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	205.4	234.45	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	210.18	228.07	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	210.18	219.8	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	210.07	213	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	207.1	205.76	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	205.32	219.48	9.1
	2		82.8	82.8	82.8	Lw	BM		0	0	0							0		Sp	9.1	r	204.13	213.54	9.1
																		0		Sp	9.1	r	202.73	212.4	9.1

Area Source

Name	M.	ID	Result. PWL Day (dBA)	Evening (dBA)	Night (dBA)	Result. PWL" Day (dBA)	Evening (dBA)	Night (dBA)	Lw / Li Type	Value	norm. dB(A)	Correction Day dB(A)	Evening dB(A)	Night dB(A)	Sound Reduction R	Area (m^2)	Attenuation	Operating Time Day (min)	Special (min)	Night (min)	KO (dB)	Freq. (Hz)	Direct.	Moving Pt. Src Number Day	Evening	Night
Play Area			96.4	-17.4	-17.4	81.2	-32.6	-32.6	PWL-Pt	Pl		0	0	0							0		(none)	24	0	0
Stage			94.3	94.3	94.3	82.4	82.4	82.4	Lw	AM		0	0	0							0		(none)			
1st			82.8	-41.1	-41.1	57.6	-66.3	-66.3	PWL-Pt	P		0	0	0							0		(none)	247	0	0
2nd			79.5	-41.1	-41.1	57.1	-68.6	-68.6	PWL-Pt	P		0	0	0							0		(none)	117	0	0
Lounge			72.7	-41.1	-41.1	68.1	-57.7	-57.7	PWL-Pt	P		0	0	0							0		(none)	24	0	0

Sound Levels

Name	ID	Type	Oktave Spectrum (dB) Weight.	31.5	63	125	250	500	1000	2000	4000	8000	Source A	lin
Person	P	Lw		56.2	57.3	59.9	56.5	56.5	54.3	51.1	43	37	58.9	65.1
Amplified M	AM	Lw		85	104.2	95.8	87.8	90.5	88.7	87.2	83.6	84.3	94.3	105.3
Backgroun	BM	Lw		81.6	82.3	87.4	80	80.4	78.1	73.7	69.9	66.8	82.8	90.7
Playground	Pl	Lw		77.2	75.5	73	72	73	75.6	74.9	78.5	64.2	82.6	84.5

Result Table

Receiver Name	ID	Land Use	Limiting Value Day dB(A)	Night dB(A)	rel. Axis Station m	Distance m	Height m	Lr w/o Noise Control Day dB(A)	Night dB(A)	dL req. Day dB(A)	Night dB(A)	Lr w/ Noise Control Day dB(A)	Night dB(A)	Exceeding Day dB(A)	Night dB(A)	passive NC dB(A)
ST1			0	0				55.5	55.5	55.5	55.5	0	0	-	-	-
ST2			0	0				45.1	45.1	45.1	45.1	0	0	-	-	-
ST3			0	0				51.1	51.1	51.1	51.1	0	0	-	-	-

CadnaA Input Output
Project: The Place @ Tweedy
Case: Daytime Noise Control

Receiver

Name	M.	ID	Level Lr Day (dBA)	Night (dBA)	Limit. Value Day (dBA)	Night (dBA)	Land Use Type	Auto	Noise Type	Height (m)		Coordinates X (m)	Y (m)	Z (m)		passive NC dB(A)
ST1			49.7	49.7	0	0	x		Total	1.5	r	209.98	259.07	1.5		-
ST2			44.5	44.5	0	0	x		Total	1.5	r	189.83	126.74	1.5		-
ST3			47.5	47.5	0	0	x		Total	1.5	r	186.34	262.45	1.5		-

Point Source (Speakers)

Name	M.	ID	Result. PWL Day (dBA)	Evening (dBA)	Night (dBA)	Lw / Li Type	Value	norm. dB(A)	Correction Day dB(A)	Evening dB(A)	Night dB(A)	Sound Reduction R	Area (m^2)	Attenuation Operating Time Day (min)	Special (min)	Night (min)	K0 (dB)	Freq. (Hz)	Direct.	Height (m)		Coordinates X (m)	Y (m)	Z (m)
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	218.6	239.5	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	218.51	229.91	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	218.58	220.12	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	218.54	210.41	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	226.8	239.56	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	226.8	229.86	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	226.8	220.11	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	226.77	210.41	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	210.41	234.07	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	210.41	223.59	4.62
1			78.3	82.8	82.8	Lw	BM		-4.5	0	0						0		Sp	4.62	r	210.35	209.33	4.62
1			78.3	82.8	82.8	Lw	BM		-4.5	0	0						0		(none)	4.62	r	203.31	238.58	4.62
1			80.8	82.8	82.8	Lw	BM		-2	0	0						0		(none)	4.62	r	208.47	238.62	4.62
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	4.62	r	223.3	225.01	4.62
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	9.1	r	201.54	234.5	9.1
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	9.1	r	206.4	234.45	9.1
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	9.1	r	210.18	228.07	9.1
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	9.1	r	210.18	219.8	9.1
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	9.1	r	210.07	213	9.1
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	9.1	r	207.1	205.76	9.1
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	9.1	r	205.32	219.48	9.1
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	9.1	r	204.13	213.54	9.1
2			80.8	82.8	82.8	Lw	BM		-2	0	0						0		Sp	9.1	r	202.73	212.4	9.1

Area Source

Name	M.	ID	Result. PWL Day (dBA)	Evening (dBA)	Night (dBA)	Result. PWL" Day (dBA)	Evening (dBA)	Night (dBA)	Lw / Li Type	Value	norm. dB(A)	Correction Day dB(A)	Evening dB(A)	Night dB(A)	Sound Reduction R	Area (m^2)	Attenuation Operating Time Day (min)	Special (min)	Night (min)	K0 (dB)	Freq. (Hz)	Direct.	Moving Pt. Src Number Day	Evening	Night
Play Area			96.4	96.4	96.4	81.2	81.2	81.2	PWL-Pt	Pl		0	0	0						0		(none)	24	0	0
Stage			94.3	94.3	94.3	82.4	82.4	82.4	Lw	AM		0	0	0						0		(none)			
1st			82.8	82.8	82.8	57.6	57.6	57.6	PWL-Pt	P		0	0	0						0		(none)	247	0	0
2nd			79.5	79.5	79.5	57.1	57.1	57.1	PWL-Pt	P		0	0	0						0		(none)	117	0	0
Lounge			72.7	72.7	72.7	56.1	56.1	56.1	PWL-Pt	P		0	0	0						0		(none)	24	0	0

Barriers

Name	M.	ID	Absorption left	right	Z-Ext. (m)	Cantilever horz. (m)	vert. (m)	Height Begin (m)		End (m)
N Doors								3.05	r	
Play Area								2.13	r	

Sound Levels

Name	ID	Type	Oktave Spectrum (dB) Weight.	31.5	63	125	250	500	1000	2000	4000	8000	A	Source lin	
Person	P	Lw		56.2	57.3	59.9	56.5	56.5	54.3	51.1	43	37		58.9	65.1
Amplified M	AM	Lw		85	104.2	95.8	87.8	90.5	88.7	87.2	83.6	84.3		94.3	105.3
Background	BM	Lw		81.6	82.3	87.4	80	80.4	78.1	73.7	69.9	66.8		82.8	90.7
Playground	Pl	Lw		77.2	75.5	73	72	73	75.6	74.9	78.5	64.2		82.6	84.5

Result Table

Receiver	Land Use	Limiting Value	rel. Axis	Lr w/o Noise Control	dL req.	Lr w/ Noise Control	Exceeding	passive NC

Name	ID	Day	Night	Station	Distance	Height	Day	Night	Day	Night	Day	Night	Day	Night	
		dB(A)	dB(A)	m	m	m	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
ST1			0	0			49.7	49.7	49.7	49.7	0	0	-	-	-
ST2			0	0			44.5	44.5	44.5	44.5	0	0	-	-	-
ST3			0	0			47.5	47.5	47.5	47.5	0	0	-	-	-

CadnaA Input Output
Project: The Place @ Tweedy
Case: Daytime Noise Control

Receiver

Name	M.	ID	Level Lr Day (dBA)	Night (dBA)	Limit. Value Day (dBA)	Night (dBA)	Land Use Type	Auto	Noise Type	Height (m)		Coordinates X (m)	Y (m)	Z (m)		passive NC dB(A)
ST1			39.9	39.9	0	0		x	Total	1.5	r	209.88	259.07	1.5		-
ST2			34.6	34.6	0	0		x	Total	1.5	r	189.83	126.74	1.5		-
ST3			37.2	37.2	0	0		x	Total	1.5	r	186.34	262.45	1.5		-

Point Source (Speakers)

Name	M.	ID	Result. PWL Day (dBA)	Evening (dBA)	Night (dBA)	Lw / Li Type	Value	norm. dB(A)	Correction Day dB(A)	Evening dB(A)	Night dB(A)	Sound Reduction R	Area (m²)	Attenuation	Operating Time Day (min)	Special (min)	Night (min)	KO (dB)	Freq. (Hz)	Direct.	Height (m)		Coordinates X (m)	Y (m)	Z (m)
	1		0	0	0	Lw			-5	0	0							0		Sp	4.62	r	218.6	239.5	4.62
	1		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	4.62	r	218.51	228.91	4.62
	1		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	4.62	r	218.58	220.12	4.62
	1		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	4.62	r	218.54	210.41	4.62
	1		0	0	0	Lw			-5	0	0							0		Sp	4.62	r	226.8	239.56	4.62
	1		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	4.62	r	226.8	229.86	4.62
	1		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	4.62	r	226.8	220.11	4.62
	1		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	4.62	r	226.77	210.41	4.62
	1		0	0	0	Lw			-5	0	0							0		Sp	4.62	r	210.41	234.07	4.62
	1		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	4.62	r	210.41	223.59	4.62
	1		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	4.62	r	210.36	209.33	4.62
	1		0	0	0	Lw			-5	0	0							0		(none)	4.62	r	203.31	238.58	4.62
	1		0	0	0	Lw			-5	0	0							0		(none)	4.62	r	208.47	238.62	4.62
	1		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	4.62	r	223.3	225.01	4.62
	2		0	0	0	Lw			-5	0	0							0		Sp	9.1	r	201.54	234.5	9.1
	2		0	0	0	Lw			-5	0	0							0		Sp	9.1	r	206.4	234.45	9.1
	2		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	9.1	r	210.18	228.07	9.1
	2		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	9.1	r	210.18	219.8	9.1
	2		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	9.1	r	210.07	213	9.1
	2		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	9.1	r	207.1	205.76	9.1
	2		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	9.1	r	205.32	219.48	9.1
	2		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	9.1	r	204.13	213.54	9.1
	2		77.8	82.8	82.8	Lw	BM		-5	0	0							0		Sp	9.1	r	202.73	212.4	9.1

Area Source

Name	M.	ID	Result. PWL Day (dBA)	Evening (dBA)	Night (dBA)	Result. PWL" Day (dBA)	Evening (dBA)	Night (dBA)	Lw / Li Type	Value	norm. dB(A)	Correction Day dB(A)	Evening dB(A)	Night dB(A)	Sound Reduction R	Area (m²)	Attenuation	Operating Time Day (min)	Special (min)	Night (min)	KO (dB)	Freq. (Hz)	Direct.	Moving Pt. Src Number Day	Evening	Night
Play Area			0	0	0	0	0	0	PWL-Pt			0	0	0							0		(none)	24	0	0
Stage			0	0	0	0	0	0	Lw			0	0	0							0		(none)			
1st			82.8	-41.1	-41.1	57.6	-66.3	-66.3	PWL-Pt	P		0	0	0							0		(none)	247	0	0
2nd			79.5	-41.1	-41.1	57.1	-63.6	-63.6	PWL-Pt	P		0	0	0							0		(none)	117	0	0
Lounge			72.7	-41.1	-41.1	56.1	-57.7	-57.7	PWL-Pt	P		0	0	0							0		(none)	24	0	0

Barriers

Name	M.	ID	Absorption left	right	Z-Ext. (m)	Cantilever horz. (m)	vert. (m)	Height Begin (m)		End (m)
N Doors			0.37	0.37				3.05	r	
Play Area								2.13	r	
Lounge Area								3.05	r	

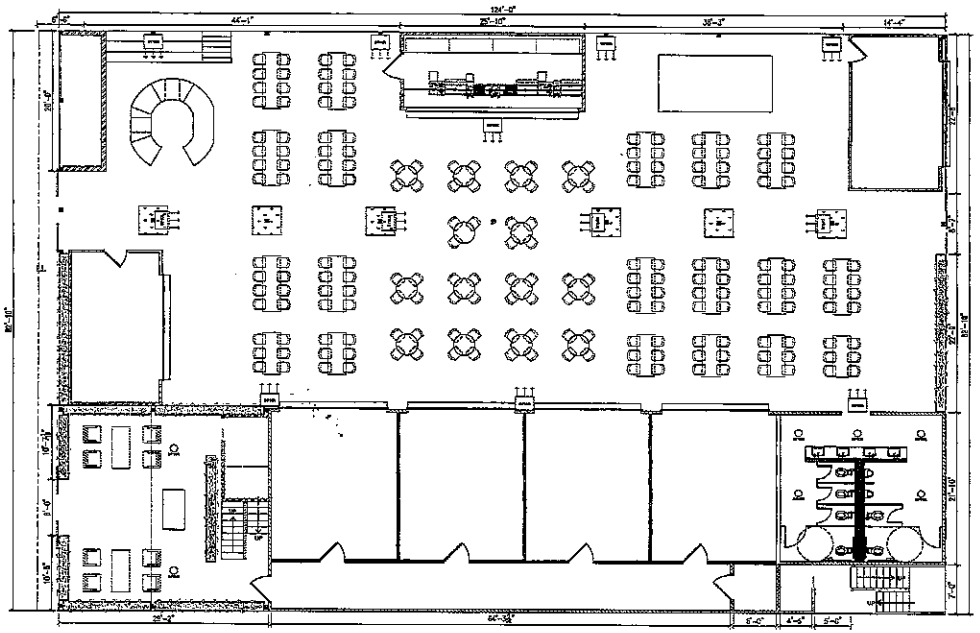
Sound Levels

Name	ID	Type	Oktave Spectrum (dB) Weight.	31.5	63	125	250	500	1000	2000	4000	8000	Source A	lin
Person	P	Lw		56.2	57.3	59.9	56.5	56.5	54.3	51.1	43	37	58.9	65.1
Amplified M	AM	Lw		85	104.2	95.8	87.8	90.5	88.7	87.2	83.6	84.3	94.3	105.3
Backgroun	BM	Lw		81.6	82.3	87.4	80	80.4	78.1	73.7	69.9	66.8	82.8	90.7
Playground	Pl	Lw		77.2	76.5	73	72	73	75.6	74.9	78.6	64.2	82.6	84.5

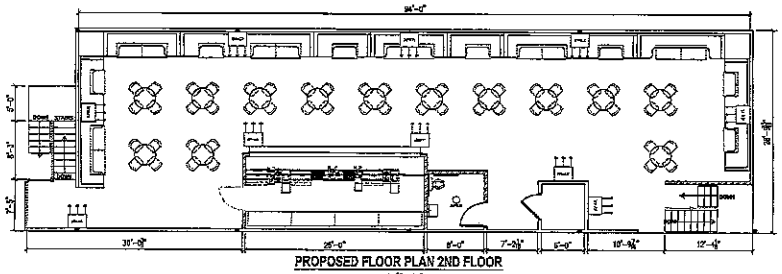
Result Table

Receiver Name	ID	Land Use	Limiting Value Day	Limiting Value Night	rel. Axis Station	Distance	Height	Lr w/o Noise Control Day	Lr w/o Noise Control Night	dL req. Day	dL req. Night	Lr w/ Noise Control Day	Lr w/ Noise Control Night	Exceeding Day	Exceeding Night	passive NC
			dB(A)	dB(A)	m	m	m	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
ST1			0	0				39.9	39.9	39.9	39.9	0	0	-	-	-
ST2			0	0				34.6	34.6	34.6	34.6	0	0	-	-	-
ST3			0	0				37.2	37.2	37.2	37.2	0	0	-	-	-

PROJECT DRAWINGS



PROPOSED CCTV PLAN GROUND FLOOR



PROPOSED FLOOR PLAN 2ND FLOOR

URBAN LIFESTYLE GROUP
440 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-384-1493 Email: linda@ulsmlg.com

NO	DATE	COMMENTS

DRAWN BY: Anahy Luna
CHECKED BY:
DATE:
SCALE: 1/8"=1'-0"

THE PLACE @ TWEEDY
3103 Tweedy Blvd, South Gate, CA 90280

SHEET
SPKR

OWNERS: ANDY LIGO & SILVESTRE MADRIGAL
3703 TWEEDY BOULEVARD, SOUTH GATE, CA
TENANT: THE PLACE @ TWEEDY
TEL: (310) 353-1403
3703 TWEEDY BOULEVARD, SOUTH GATE, CA
DESIGNER GROUP:
URBAN LIFESTYLE GROUP
TEL: (310) 351-1403
440 E. HUNTINGTON DR, ARCADIA CA 91006

PROJECT DIRECTORY

SCOPE OF WORK:

-Change of use from B occupancy to an A-2 occupancy.
-Conversion of existing structure and adjacent lot into an outdoor boulevard market with six individual retail unit spaces.
-Construction of new bar at the ground level and upper-level with required egress and accessibility features.
-Demolition of all non-structural interior partitions in the existing single story structure. The structural shell (exterior walls, roof, and structural framing) will remain. Interior will be reconfigured with new partition layout as shown.
-Installation of new hardscape, landscape, outdoor lighting, and site furnishings throughout the market area.
-Installation of ada-compliant paths of travel.
-Relocation of existing hvac mechanical systems and installation of new equipment to serve reconfigured program areas.
-Upgrade of electrical service and distribution for all new units, bar, lounge, and exterior market lighting.
-Installation of new electrical devices, lighting controls, illuminated signage, and outlet locations.
-New plumbing system including waste, water, and vent lines to support new bar, restrooms, and retail stalls.
-Installation of restrooms and plumbing fixtures in compliance with code and accessibility standards.
-Exterior finish modifications including new cladding, windows, storefront systems, awnings, and paint.
-New landscape design featuring drought-tolerant planting, irrigation systems, tree wells, and bioswales.
-Structural work to support new rooftop elements, upper-level lounge, and relocated basements.
-Provide and install a new alarm system for all entry points throughout the facility and property.

SCOPE OF WORK

ARCHITECTURAL	
T-1 TITLE SHEET	A-7 OCCUPANT LOAD PLAN
A-1 EXISTING FLOOR PLAN	L-01 LANDSCAPE PLAN
A-2 DEMO FLOOR PLAN	A-1 ADA DETAILS
A-3 PROPOSED FLOOR PLAN	ID-1 FRONT ELEVATION DETAILS
A-4 PROPOSED FLOOR PLAN	ID-2 SIDE ELEVATION DETAILS
A-5 TRASH ENCLOSURE DETAILS	ID-3 BACK ELEVATION DETAILS
A-6 OCCUPANT LOAD PLAN	ID-4 PERSPECTIVE RENDERINGS
	ID-5 MATERIAL BOARD

DRAWING INDEX

2022 CA. BUILDING CODE	2022 CA. ENERGY CODE
2022 CA. PLUMBING CODE	2022 CA. GREEN BLG
2022 CA. ELECTRICAL CODE	2023 LA COUNTY FIRE CODE

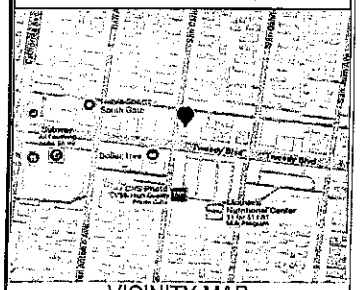
CODE COMPLIANCE

-Blade sign encroachment on the sidewalk
-Grading and Drainage Plan
-Low Impact Development (LID) Plan

DEFFERED SUBMITTALS

PROPERTY TYPE: COMMERCIAL
PARCEL: 6203-017-004
LEGAL DESCRIPTION: BTRACT NO 4707 EX OF ST LOT 5
TYPE OF CONSTRUCTION : TYPE V-B
NON-SPRINKLERED BUILDING
EXISTING OCCUPANCY: B
PROPOSED OCCUPANCY: A-2
SUBJECTS PROPERTY TOTAL SQ. FT. : 10,541 SQ. FT.
PROPOSED FIRST FLOOR: 4,350 SQ. FT.
PROPOSED SECOND FLOOR: 3,368 SQ. FT.
EXISTING BUILDING HEIGHT: 14'
PROPOSED BUILDING HEIGHT: 30'
TWO STORY BUILDING
T.I. SQ. FT.: 10,541 SQ. FT.
OCCUPANT LOAD : 279

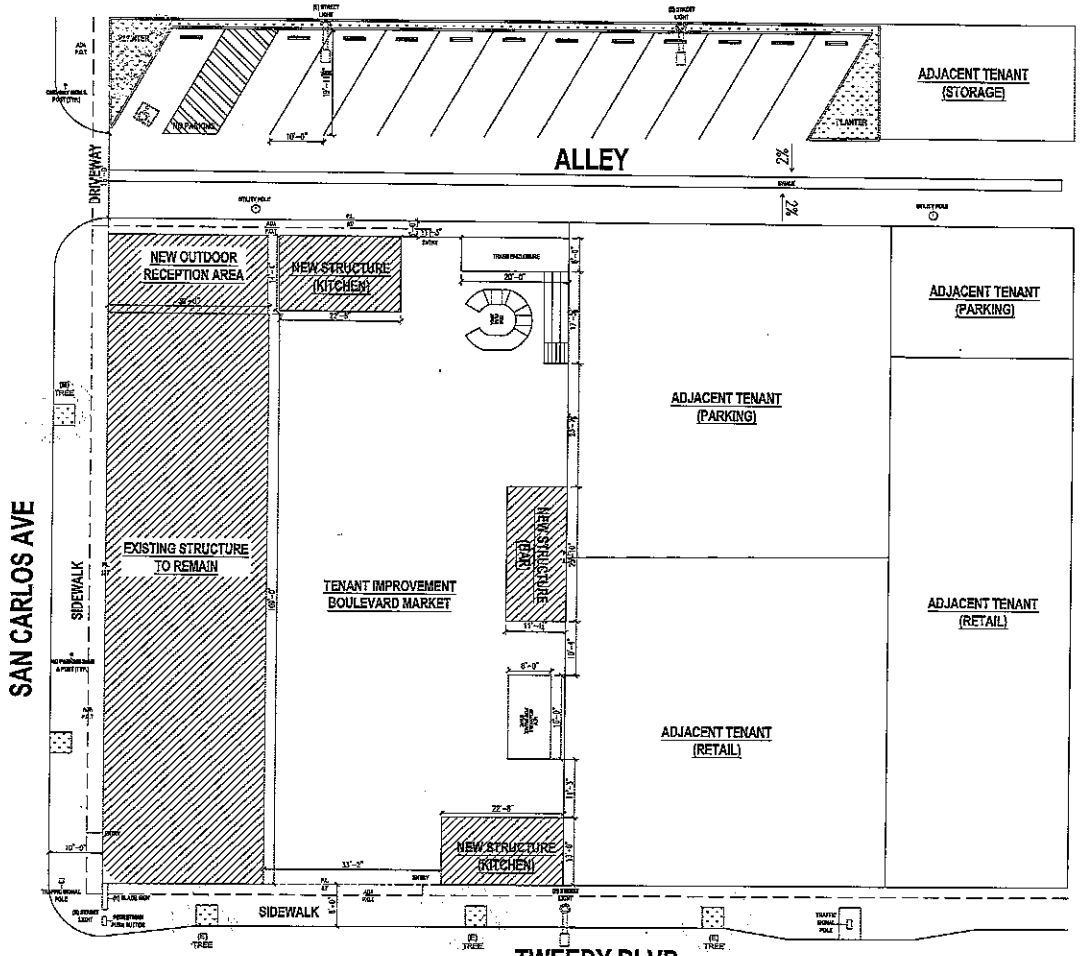
BUILDING DETAILS



VICINITY MAP

NOTES:

1. No pavement cuts/excavations allowed along Tweedy Blvd frontage & ~50 ft San Carlos Ave for 5 years; if damaged, full block repaving required and intersections fully restored.
2. All improvements per APWA Standard Specs ("Green Book") & Standard Plans; civil/utility/landscape/irrigation/water/sewer plans by Registered Civil Engineer on City-approved title block.
3. Must comply with ADA accessibility standards.
4. Landscaping shall be drought-tolerant, xeriscape principles, efficient irrigation, CA native plants.
5. All contractors/subs must obtain City Business License; Water Development Impact Fees apply if larger meter is required.
6. Contact Public Works (Louis Quezada, 323-357-5814) at least 48 hrs before inspection; full compliance with South Coast AQMD regulations.
7. In accordance with the Conditions of Approval, the South Gate property shall comply with the following improvements: remove trees on San Carlos Ave south of alley and replace with 24" box Red Ironbark; reconstruct curb/gutter/sidewalk from removals; remove existing driveway approach on San Carlos Ave; repair alley & parking lot pavement (patch cracks, remove stump, replace damaged curb/asphalt); restore all damage to public improvements to original condition; point property address on curb (per Fire & City); stripe City parking lot for ADA stalls & paths; remove temporary construction markings; preserve survey monuments (if disturbed, re-establish with licensed surveyor and file record).
8. All public improvements must be complete before Certificate of Occupancy; early occupancy requires Development Agreement + securities; City may add additional conditions for health/safety; all conditions must be met before release of Use & OccupancyAll conditions must be met before release of Use & Occupancy.



REGISTERED ARCHITECT
TERRY I. EKSIAN
CALIFORNIA

SITE PLAN

SCALE : 3/32" = 1'-0"

NORTH

440 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-351-1403 Email: info@ulgroup.com
URBAN LIFESTYLE GROUP

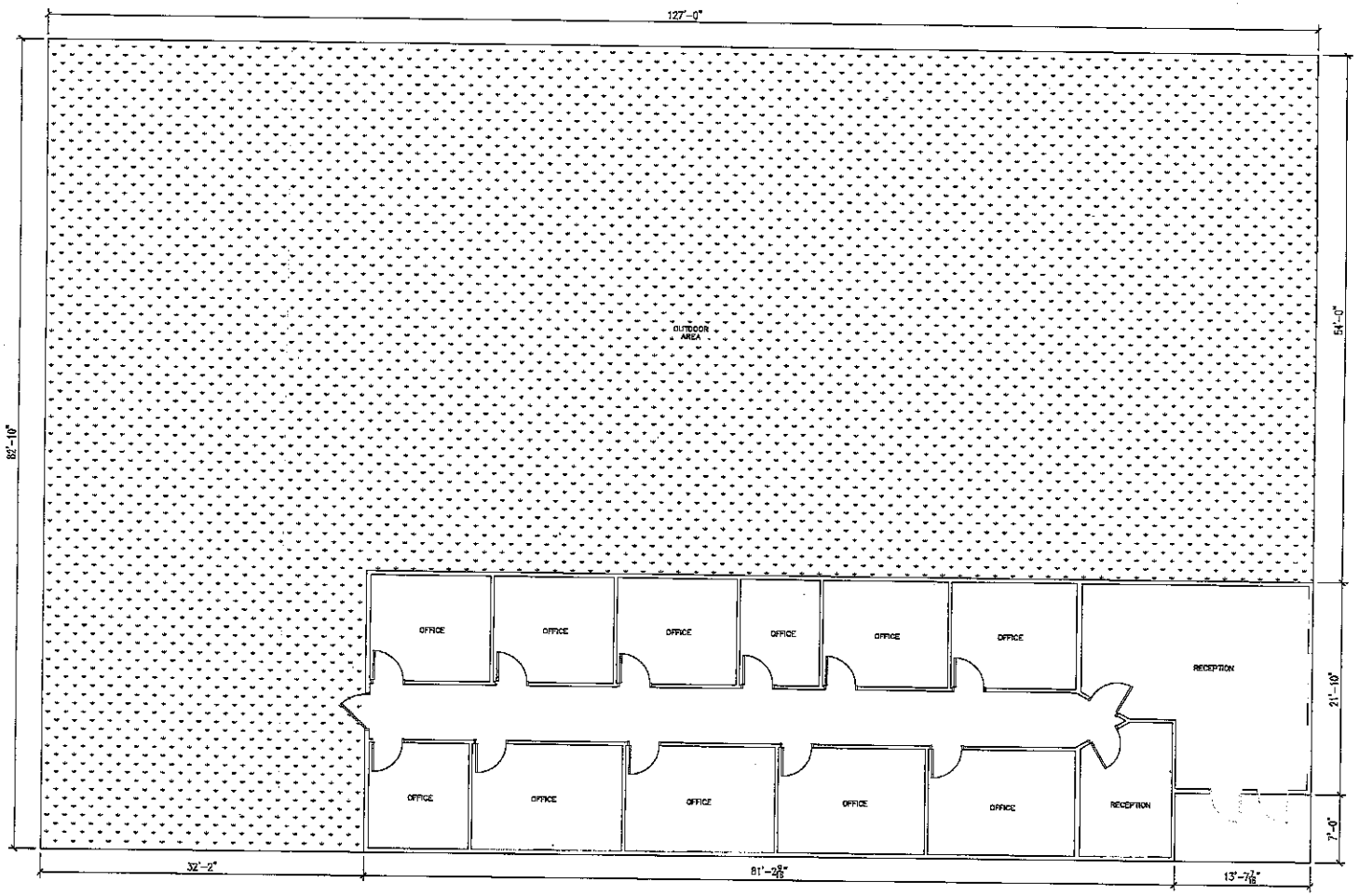
NO	DATE	COMMENTS

DRAWN BY: Andy L-Lara
CHECKED BY:
DATE:
SCALE: 3/32"=1'-0"

THE PLACE @ TWEEDY
3703 Tweedy Blvd, South Gate, CA 90280

SHEET
T-1

Attachment E



EXISTING FLOOR PLAN GROUND FLOOR

SCALE : $\frac{3}{16}$" = 1'-0"

REGISTERED ARCHITECT
EDWARD T. ELDRIDGE
No. C19220
6-30-15
CALIFORNIA

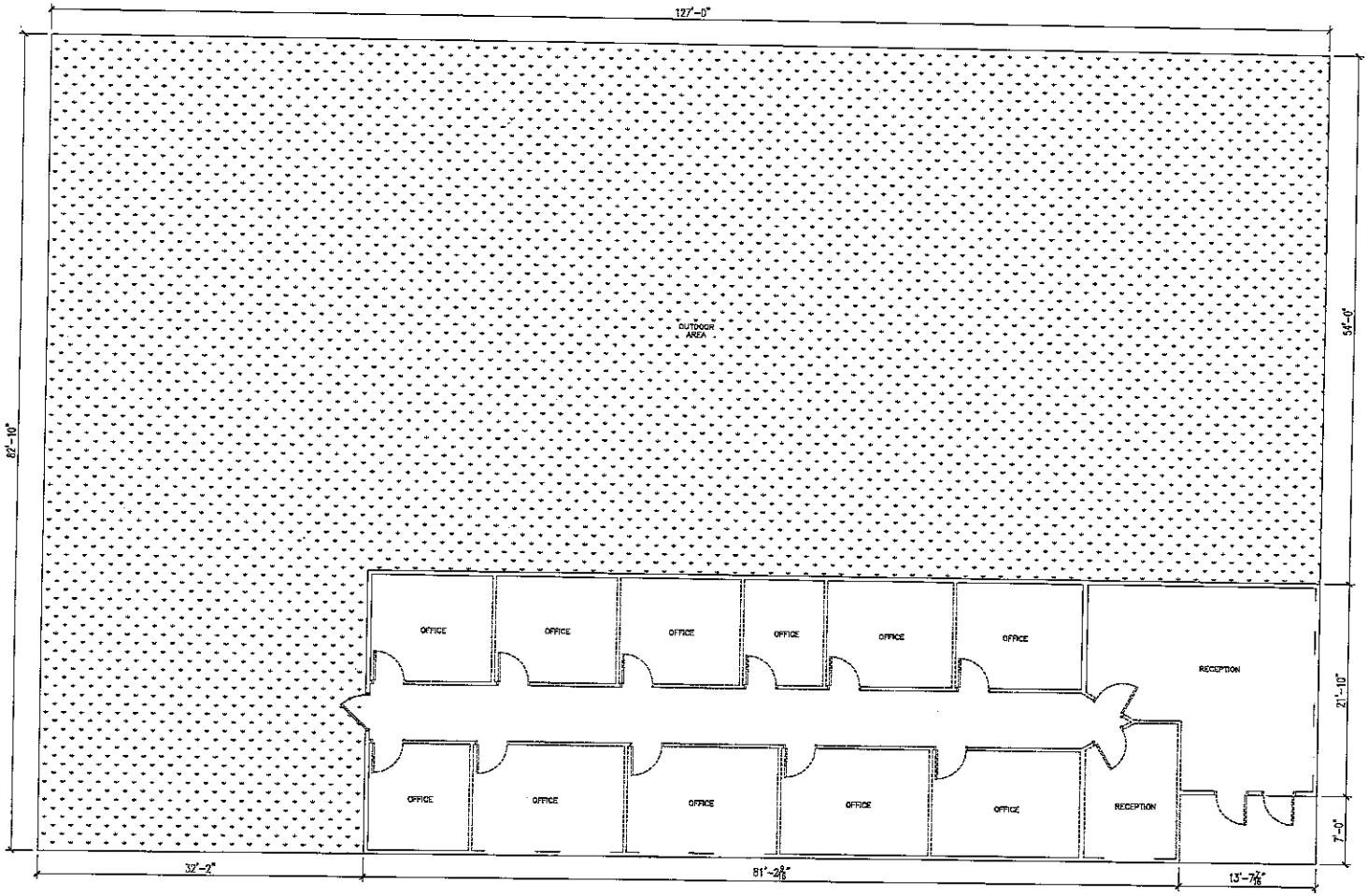
410 E HUNTINGTON DR STE 200, ARCADIA, CA 91006
TEL: 310-751-1403 Email: edge@ucdgroup.com
URBAN LIFESTYLE GROUP

NO.	DATE	COMMENTS

DRAWN BY: Andy Luce
CHECKED BY:
DATE:
SCALE: 3/16"=1'-0"

THE PLACE @ TWEEDY
3103 Tweedy Blvd, South Gate, CA 90280

SHEET
OF A-1



DEMO FLOOR PLAN

SCALE: $\frac{1}{16}$" = 1'-0"

REGISTERED ARCHITECT
TERRELL I. CURRY
No. C 29553
CALIFORNIA

410 E HUNTINGTON DR STE 200, ARCADIA, CA 91006
TEL: 310-553-1400 Email: info@uarchi.com

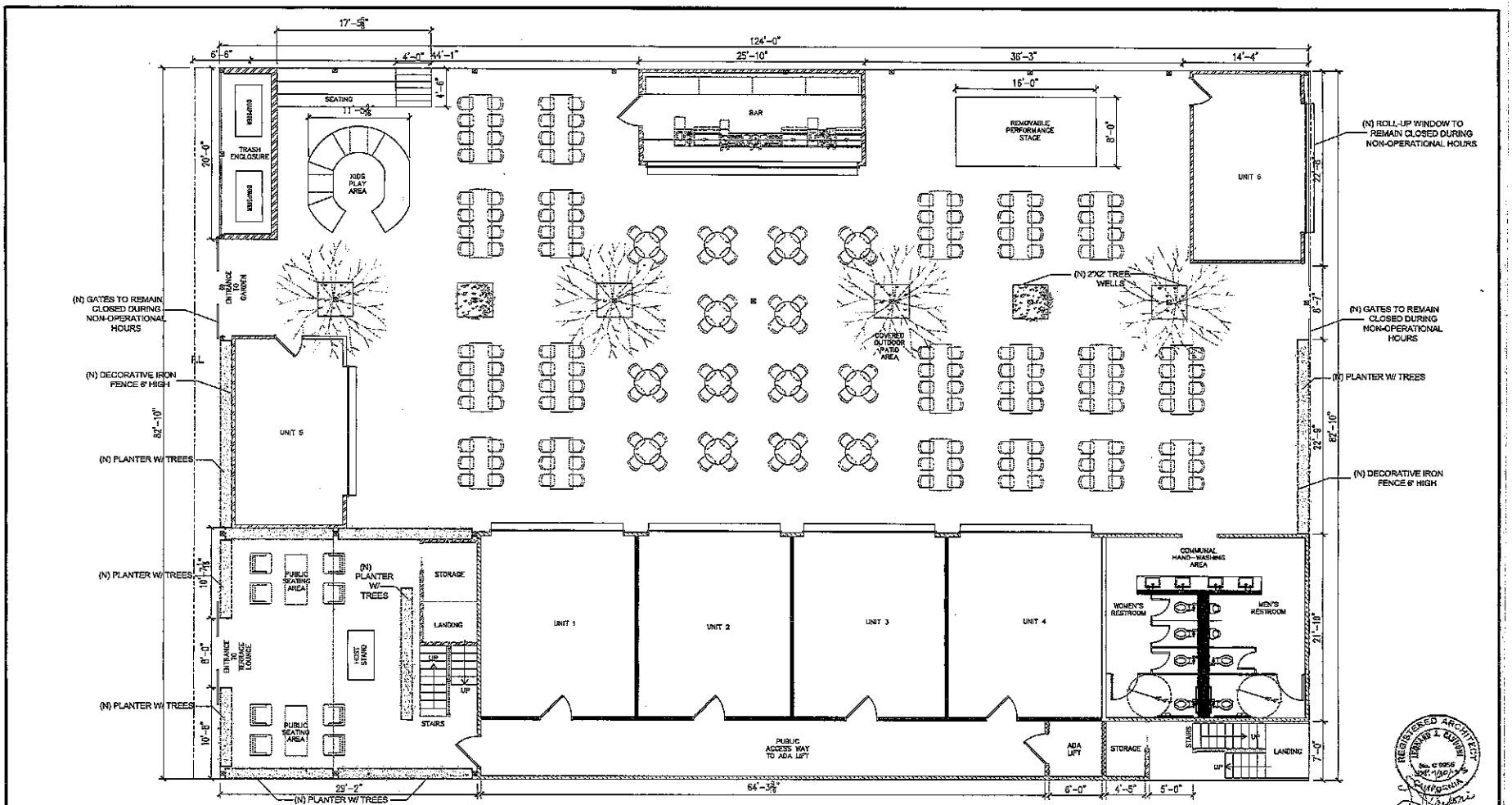
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DRAWN BY: Angely Luque
CHECKED BY:
DATE:
SCALE: 3/16"=1'-0"

THE PLACE @ TWEEDY
3103 Tweedy Blvd, South Gate, CA 90280

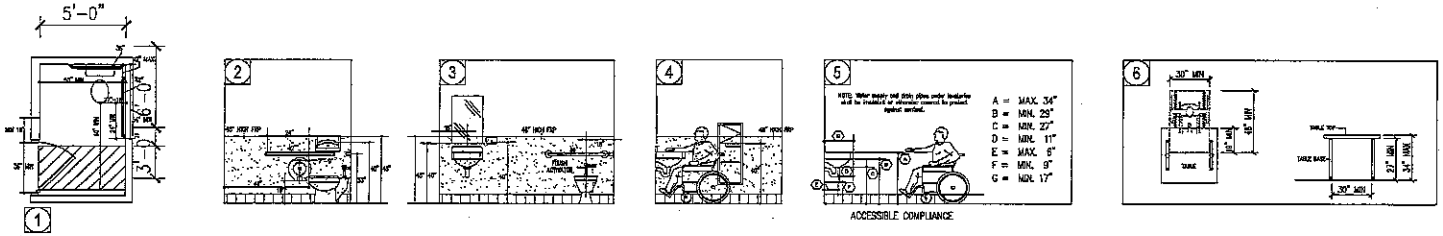
SHEET
A-2
OF

98



PROPOSED FLOOR PLAN GROUND FLOOR

SCALE : 3/16" = 1'-0"



LEGEND

- (E) EXTERIOR WALLS
- (E) NON BEARING PARTITION
- (N) NON BEARING PARTITION
- (N) LOAD BEARING PARTITION
- (N) EXTERIOR WALLS

REGISTERED ARCHITECT JEREMY L. CUTLER No. C 29516 RENEWAL 08/31/2013 CALIFORNIA

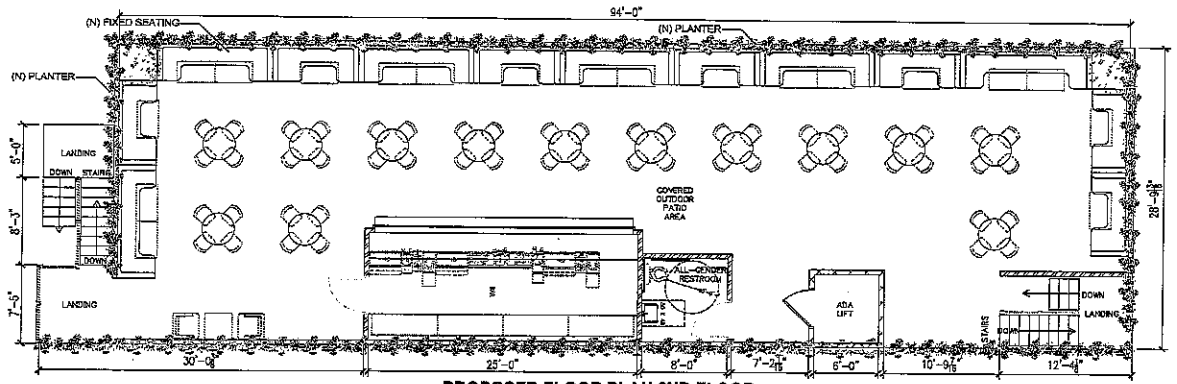
440 HUNTINGTON DR STE 210, ARCADIA, CA 91006
TEL: 310-351-1400 Email: info@lmcdj.com
URBAN LIFESTYLE

NO	DATE	COMMENTS

DRAWN BY: Andy Lucio
CHECKED BY:
DATE:
SCALE: 3/16"=1'-0"

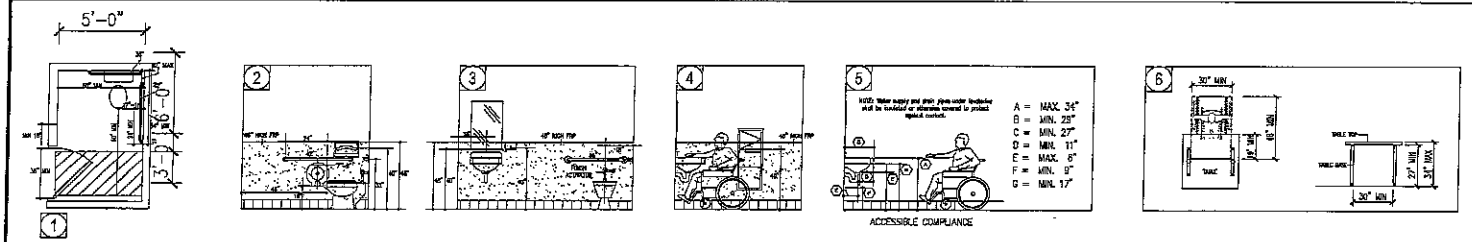
THE PLACE @ TWEEDY
3103 Tweedy Blvd, South Gate, CA 90280

~SHEET~
OF A-3



PROPOSED FLOOR PLAN 2ND FLOOR

SCALE : 1/16" = 1'-0"



LEGEND

- (E) EXTERIOR WALLS
- (E) NON BEARING PARTITION
- (N) NON BEARING PARTITION
- (N) LOAD BEARING PARTITION
- (N) EXTERIOR WALLS

REGISTERED ARCHITECT
RICHARD J. DEBRUIN
No. C-9995
CALIFORNIA

440 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-551-1003 Email: jdebruin@yahoo.com

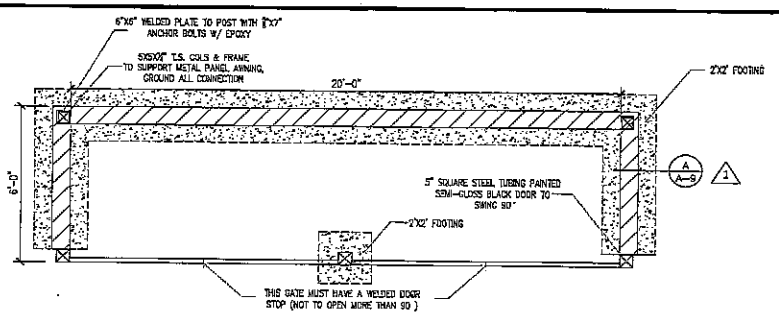
URBAN LIFESTYLE GROUP

NO.	DATE	COMMENTS

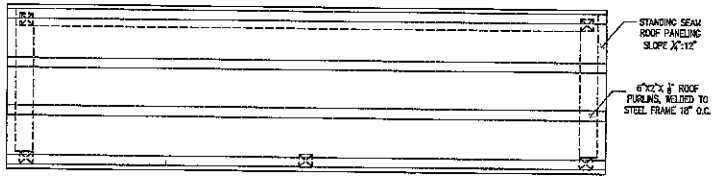
DRAWN BY: Andy Lucero
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THE PLACE @ TWEEDY
3703 Tweedy Blvd, South Gate, CA 90280

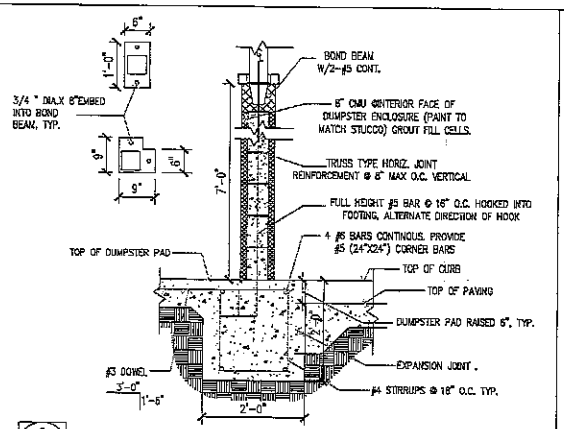
~SHEET~
A-4



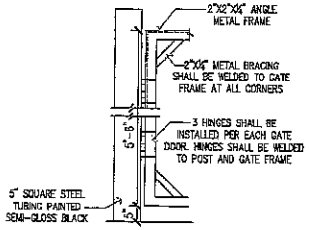
1 (N) DUMPSTER ENCLOSURE PLAN



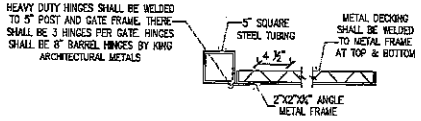
(N) DUMPSTER ROOF PLAN



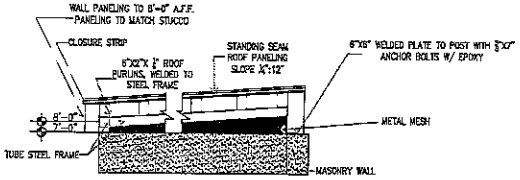
A MASONRY WALL ENCLOSURE



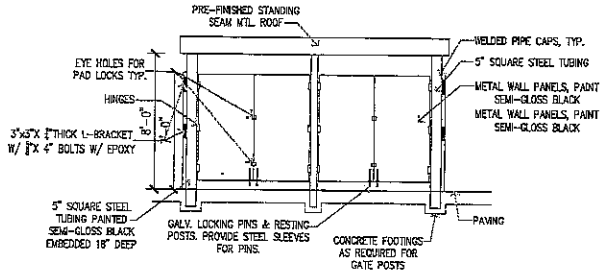
GATE TO POST CONNECTION



GATE TO POST CONNECTION



DUMPSTER ENCLOSURE ROOF



(N) DUMPSTER ENCLOSURE ELEVATION

URBAN ARCHITECTURE
539 W. 5TH ST STE 1000B LOS ANGELES CA 90071
TEL: 310-351-1403 Email: andy@ubarlg.com

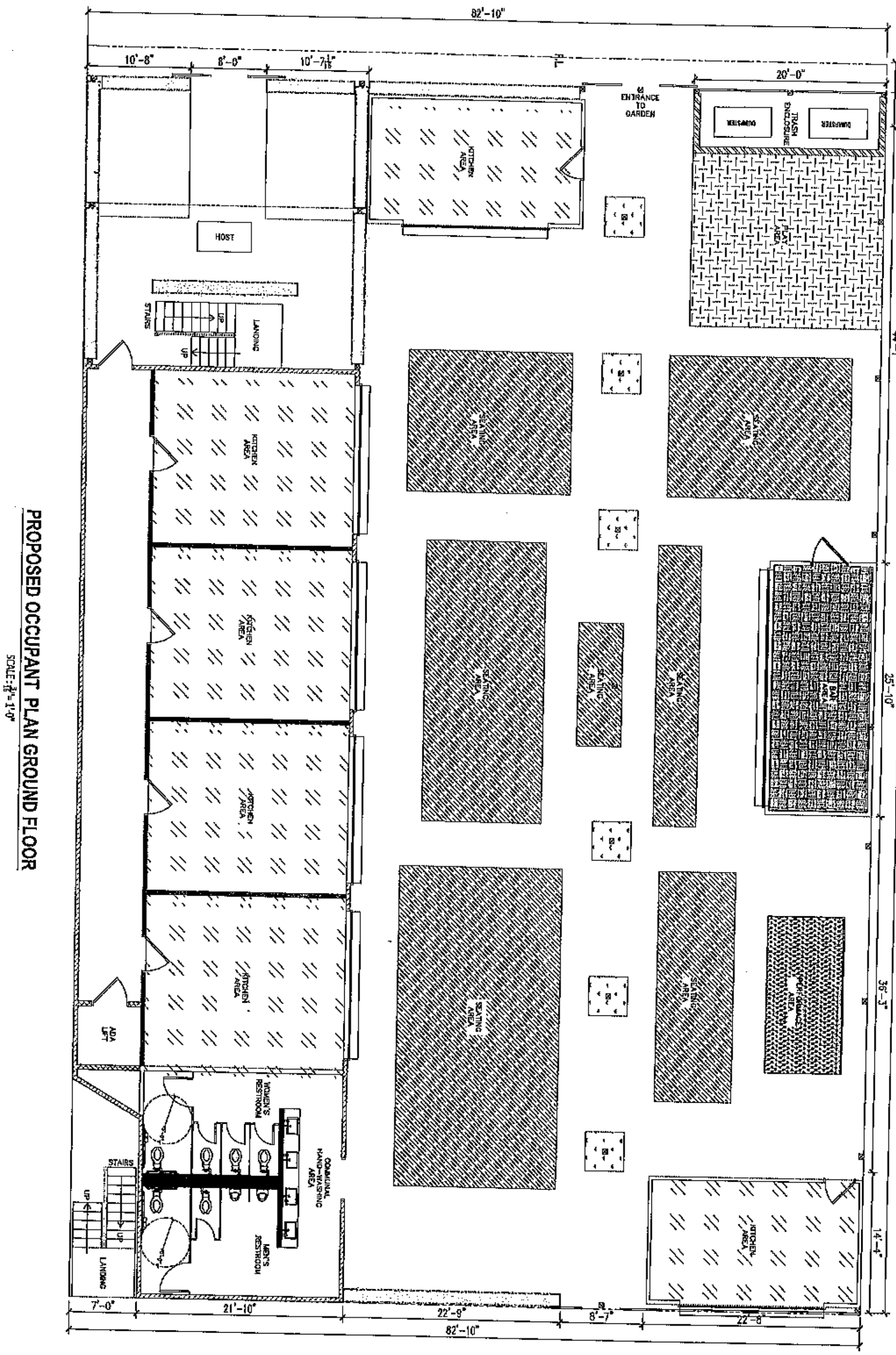
NO.	DATE	COMMENTS

DRAWN BY: Andy Lugo
CHECKED BY:
DATE:
SCALE: 1/4"=1'-0"

THE PLACE @ TWEEDY
3705 Tweedy Blvd, South Gate, CA 90280

SHEET
A-5

Ob

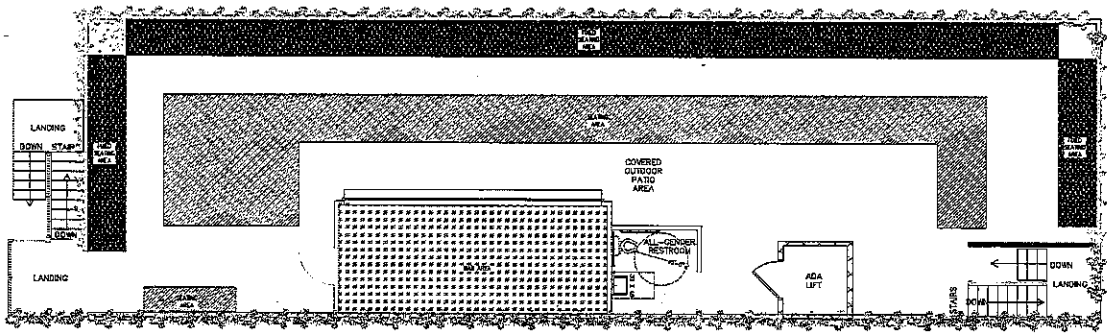


OCCUPANT LOAD ANALYSIS

SPACE	OCCUPANCY	SQ. FT	OL FACTOR	
	SEATING AREA	1786	15	119
	KITCHEN AREA	2000	200	10
	BAR AREA	265	200	1
	PLAY AREA	349	15	24
	PERFORMANCE AREA	128	15	9
TOTAL				162

REGISTERED ARCHITECT
STATE OF CALIFORNIA

~SHEET~	THE PLACE @ TWEEDY	DRAWN BY: Andy Lugo	REVISIONS	NO.	DATE	COMMENTS	URBAN LIFESTYLE GROUP	440 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
A-6 OF	3703 Tweedy Blvd, South Gate, CA 90280	CHECKED BY:						TEL: 310-351-1403 Email: info@theulg.com
		DATE:						
		SCALE: 3/16"=1'-0"						



PROPOSED FLOOR PLAN 2ND FLOOR

SCALE: $\frac{3}{16}$" = 1'-0"

OCCUPANT LOAD ANALYSIS

SPACE OCCUPANCY		SQ. FT.	GL. FACTOR	
	DINING SEATING AREA	1211 S.F.	15	82
	SEATING AREA	504	15	34
	BAR AREA	252	200	1
TOTAL				117

REGISTERED ARCHITECT
TERRANCE A. DEGUIRE
No. C 19855
Licensed Architect
STATE OF CALIFORNIA

4410 ENTRADA DR. STE 200, ARCADIA, CA 91006
TEL: 310-551-1405 Email: info@tweedy.com

NO	DATE	COMMENTS

DRAWN BY: Andy Lugo
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DATE:
SCALE: 3/16"=1'-0"

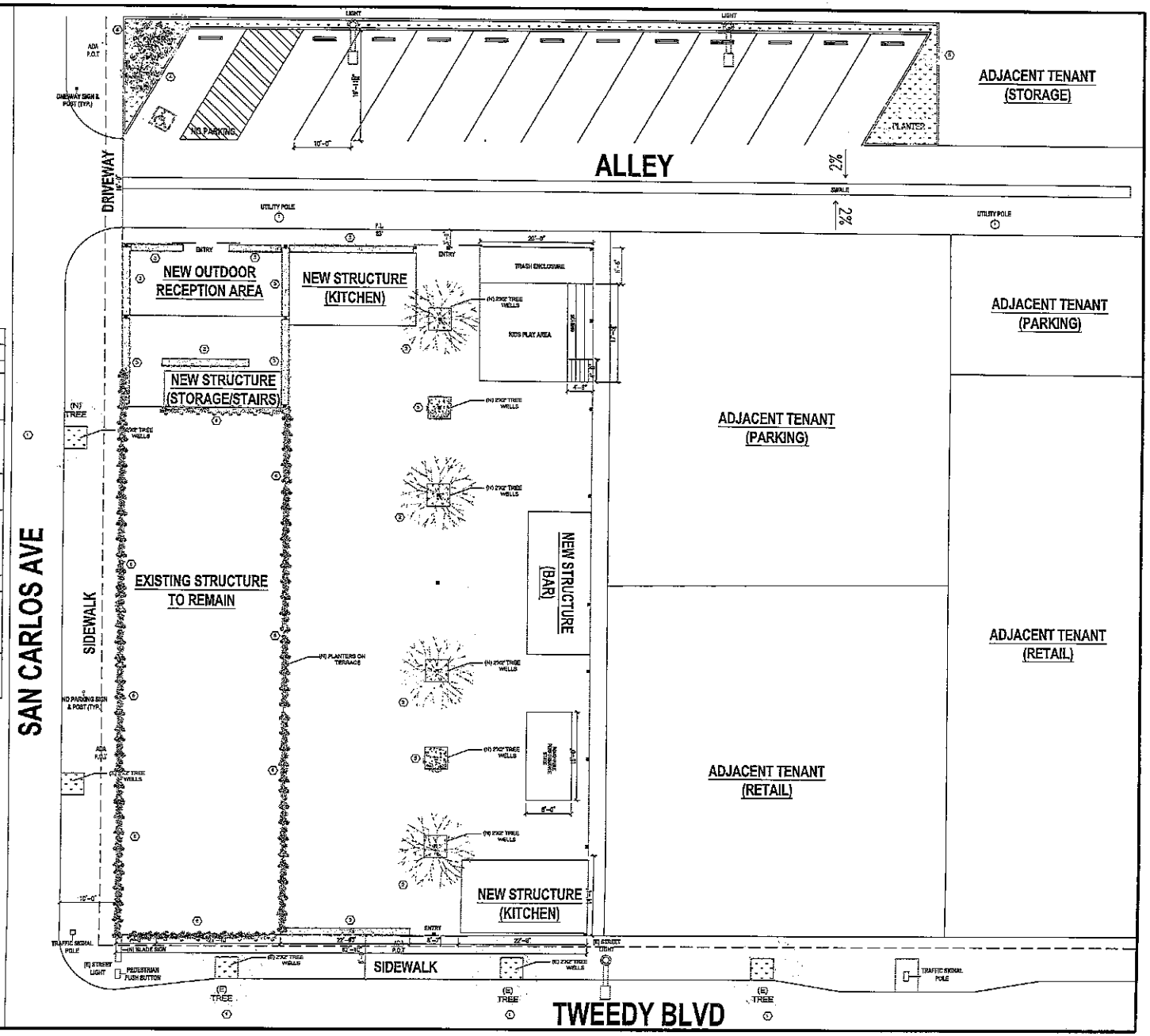
THE PLACE @ TWEEDY
3105 Tweedy Blvd, South Gate, CA 90280

SHEET
A-7

PLANT SCHEDULE				
TREES				
SYMBOL	ITEM#	BOTANICAL NAME	CONT	WATER
	1	(4)Eucalyptus sideroxylon	2'X2' WELL	LOW
	2	(4)Olea europaea	2'X2' WELL	LOW
	3	(74)Ficus microcarpa	5 GAL.	LOW
	4	(2)Quercus agrifolia	TREE WELL	LOW
SHRUBS				
	5	(14)Rhaphiolepis indica	2'X2' WELL	LOW
	6	(171)Dichondra argentea	5 GAL.	LOW

NOTE:
All proposed landscaping shall be drought-tolerant and designed in accordance with xeriscape principles, incorporating California native and low-water-use plant species.

REGISTERED ARCHITECT
TERRANCE J. ELDRIDGE
No. C 9655
RENEWAL 08/31/15
CALIFORNIA



URBAN LIFESTYLE GROUP
640 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-551-1483 Email: info@urbanlg.com

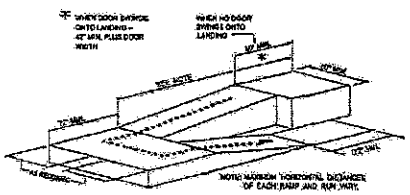
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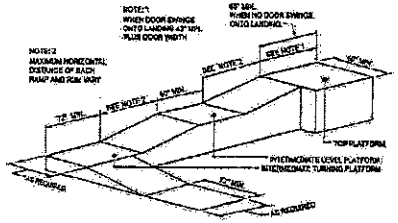
THE PLACE @ TWEEDY
3705 Tweedy Blvd, South Gate, CA 90280

SHEET
L-01

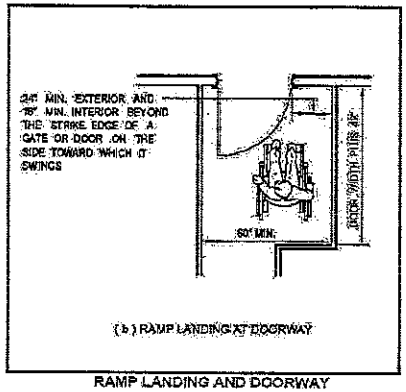
ACCESSIBILITY DETAILS FOR RAMPS



RAMP WITH INTERMEDIATE SWITCH-BACK PLATFORM



RAMP WITH TURNING PLATFORM



RAMP LANDING AND DOORWAY

ACCESSIBILITY DETAILS FOR DOORS MANEUVERING SPACES & ROUTES

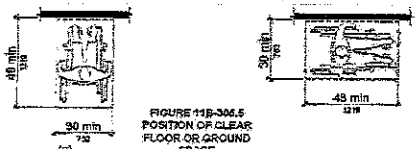


FIGURE 11B-306.5
POSITION OF CLEAR FLOOR OR GROUND SPACE

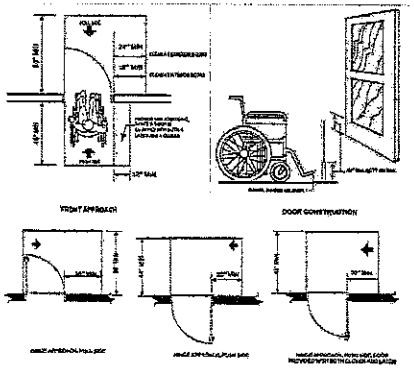


FIGURE 11B-404.2.3
MANEUVERING CLEARANCES AT MANUAL SWINGING DOORS AND GATES

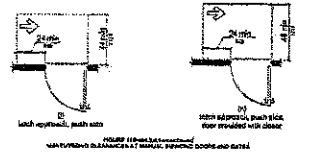


FIGURE 11B-404.2.3
MANEUVERING CLEARANCES AT MANUAL SWINGING DOORS AND GATES

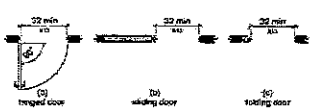
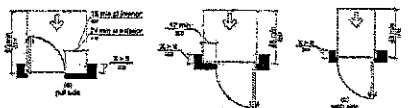


FIGURE 11B-404.2.3
CLEAR WIDTH OF DOORWAYS

TABLE 11B-404.2.7
MANEUVERING CLEARANCES AT MANUAL SWINGING DOORS AND GATES

Type of Use		Minimum Maneuvering Clearances	
Approach Direction	Door or Gate Side	Perpendicular to Doorway	Parallel to Doorway (beyond latch side door or gate)
Front	Pull	60 inches	18 inches
Front	Push	48 inches	0 inches
Hinge side	Pull	36 inches	36 inches
Hinge side	Push	42 inches	22 inches
Free side	Pull	36 inches	24 inches
Free side	Push	42 inches	24 inches



NOTE:
- FLOOR AND GROUND SURFACES SHALL BE STABLE, FIRM AND SLIP RESISTANT TYPE, CBC 11B-302.1
- OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 LBS MAXIMUM. CBC 11B-309.4
- SPACES AND ELEMENTS WITHIN EMPLOYEE WORKAREAS SHALL BE DESIGNED AND CONSTRUCTED SO THAT INDIVIDUALS WITH DISABILITIES CAN APPROACH, ENTER, AND EXIT THE EMPLOYEE WORK AREA, CBC 11B-203.9
- DINING AND WORK SURFACES SHALL COMPLY WITH 11B-902.3 AND 11B-902.3
- WHERE DINING SURFACES ARE PROVIDED FOR CONSUMPTION OF FOOD OR DRINK, AT LEAST 5% OF THE SEATING SPACES AND STANDING SPACES AT THE DINING SURFACES SHALL COMPLY WITH 11B-902.
- SELF SERVICE SHELVES AND DISPENSING DEVICES FOR TABLEWARE, DISHWARE, CONDIMENTS, FOOD AND BEVERAGES SHALL COMPLY WITH 11B-308, CBC 11B-604.5.1
- DEVICES USED FOR THE PURCHASE OF GOODS OR SERVICES THAT REQUIRE A PERSONAL IDENTIFICATION NUMBER (PIN), ZIP CODE, OR SIGNATURE SHALL COMPLY WITH THE REQUIREMENTS FOR POINT-OF-SALE DEVICES (P.O.S.) CBC 11B-320.2.
- POINT-OF-SALE DEVICES WHEN PROVIDED AT CHECK STANDS AND SALES AND SERVICE COUNTERS SHALL PROVIDE THE OPPORTUNITY FOR THE SAME DEGREE OF PRIVACY OF INPUT AND OUTPUT AVAILABLE TO ALL INDIVIDUALS. CBC 11B-707.4 AND CBC 11B-707.9.2.

1

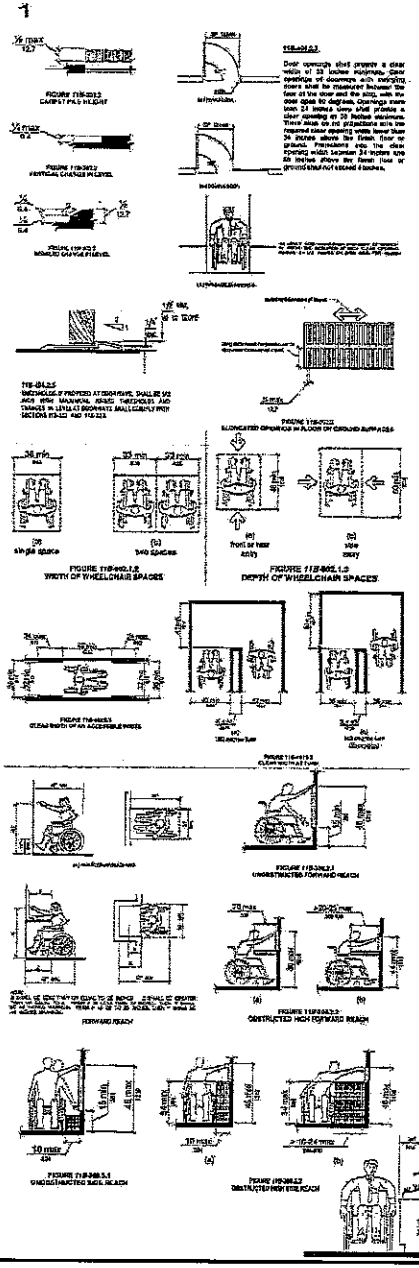


FIGURE 11B-902.1.2
WIDTH OF WHEELCHAIR SPACES

FIGURE 11B-902.1.3
DEPTH OF WHEELCHAIR SPACES

FIGURE 11B-308.2.1
UNOBSTRUCTED FORWARD REACH

FIGURE 11B-308.2.2
OBSTRUCTED HIGH FORWARD REACH

11B-703 Signs

11B-703.1 General. Signs shall comply with Section 11B– 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

11B-703.1.1 Plan review and inspection. Signs as specified in Section 11B–703, or in other sections of this code, when included in the construction of new buildings or facilities, or when included, altered or replaced due to additions, alterations or renovations to existing buildings or facilities, and when a permit is required, shall comply with Sections 11B– 703.1.1.1 and 11B–703.1.1.2.

11B-703.1.1.1 Plan review. Plans, specifications or other information indicating compliance with these regulations shall be submitted to the enforcing agency for review and approval.

11B-703.1.1.2 Inspection. Signs and identification devices shall be field inspected after installation and approved by the enforcing agency prior to the issuance of a final certificate of occupancy per Chapter 1, Division II, Section 111, or final approval where no certificate of occupancy is issued. The inspection shall include, but not be limited to, verification that Braille dots and cells are properly spaced and the size, proportion and type of raised characters are in compliance with these regulations.

TABLE 11B-703.3.1
BRAILLE DIMENSIONS

MEASUREMENT RANGE	MINIMUM / MAXIMUM
Dot diameter	0.059 – 0.063
Dot-to-dot distance (top, middle, or bottom cell)	0.100
Distance between corresponding dots in adjacent cells	0.300
Dot height	0.025 – 0.037
Distance between two dots on the same cell	0.395 – 0.400

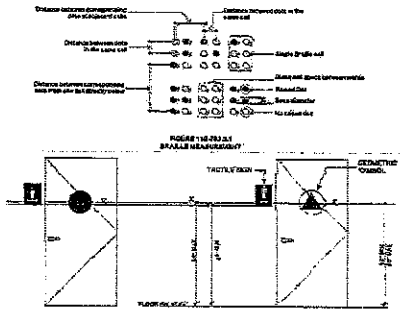
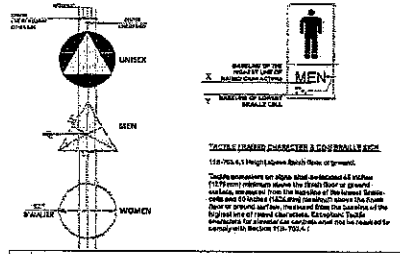


FIGURE 11B-703.3.1
BRAILLE MEASUREMENTS



"TACTILE (RAISED) CHARACTERS & CONTRACTED BRAILLE SIGN"

11B-703.4.1 Height Above Finish Floor or Ground.

2

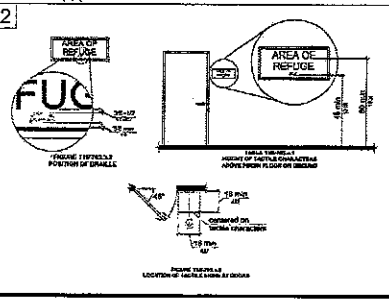


FIGURE 11B-703.5.3
POSITION OF BRAILLE

TABLE 11B-703.4
HEIGHT OF TACTILE CHARACTERS ABOVE FINISH FLOOR OR GROUND

FIGURE 11B-703.4.2
LOCATION OF TACTILE SIGNS AT DOORS

4440 HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-351-4100 Email: info@ulmgroup.com
ULMGAN LIFESTYLE GROUP

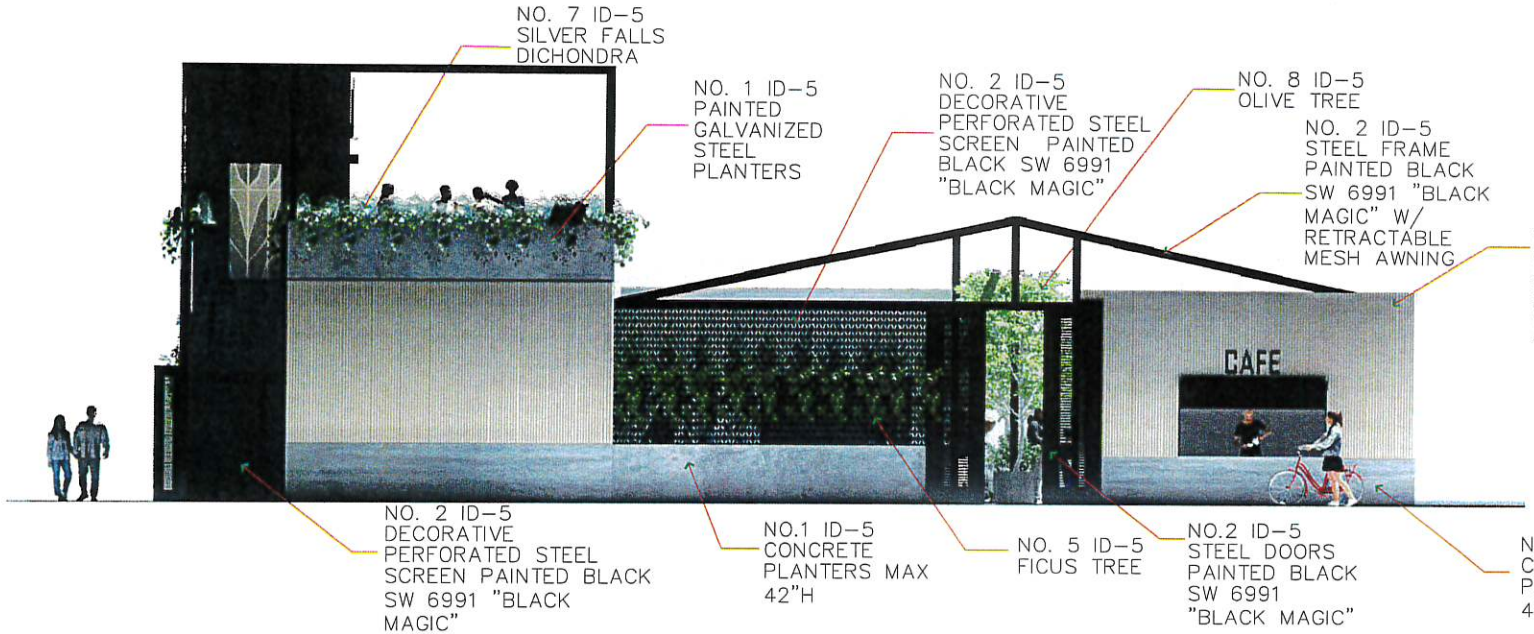
NO.	DATE	COMMENTS

DRAWN BY: Andy Lucas
CHECKED BY:
DATE:
SCALE: 3/16"=1'-0"

THE PLACE @ TWEEDY
5103 Tweedy Blvd, South Gate, CA 90280

SHEET
H-1

6 of 101



PROPOSED FRONT ELEVATION

SCALE : NTS

REGISTERED ARCHITECT
DAVID T. OLSON
No. C 0955
CALIFORNIA

LREAN LIFESTYLE
440 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-351-1403 Email: info@lreadg.com

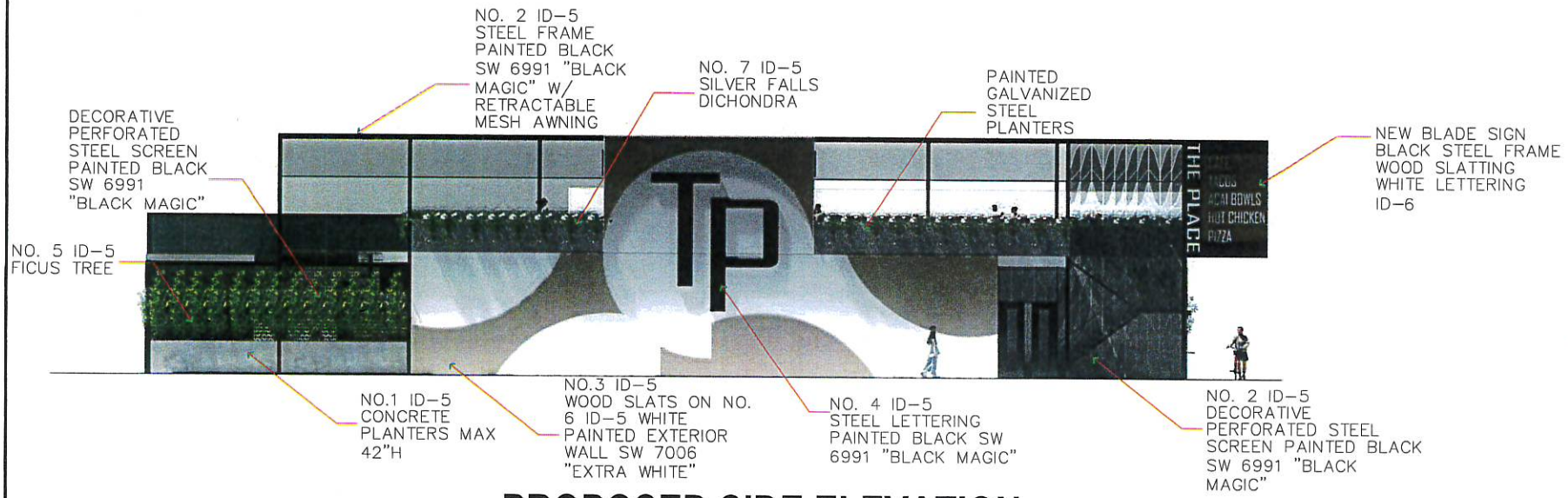
NO	DATE	COMMENTS

DRAWN BY: Andy Luo
CHECKED BY:
DATE:
SCALE: 3/16"=1'-0"

THE PLACE @ TWEEDY
3703 Tweedy Blvd, South Gate, CA 90280

~SHEET~
ID OF

hb



PROPOSED SIDE ELEVATION

SCALE : NTS

REGISTERED ARCHITECT
DENNIS J. GIBSON
No. C 9955
Exp. 12-31-13
CALIFORNIA

440 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-351-1403 Email: info@lifestyl.com

URBAN LIFESTYLE CONSULTANTS

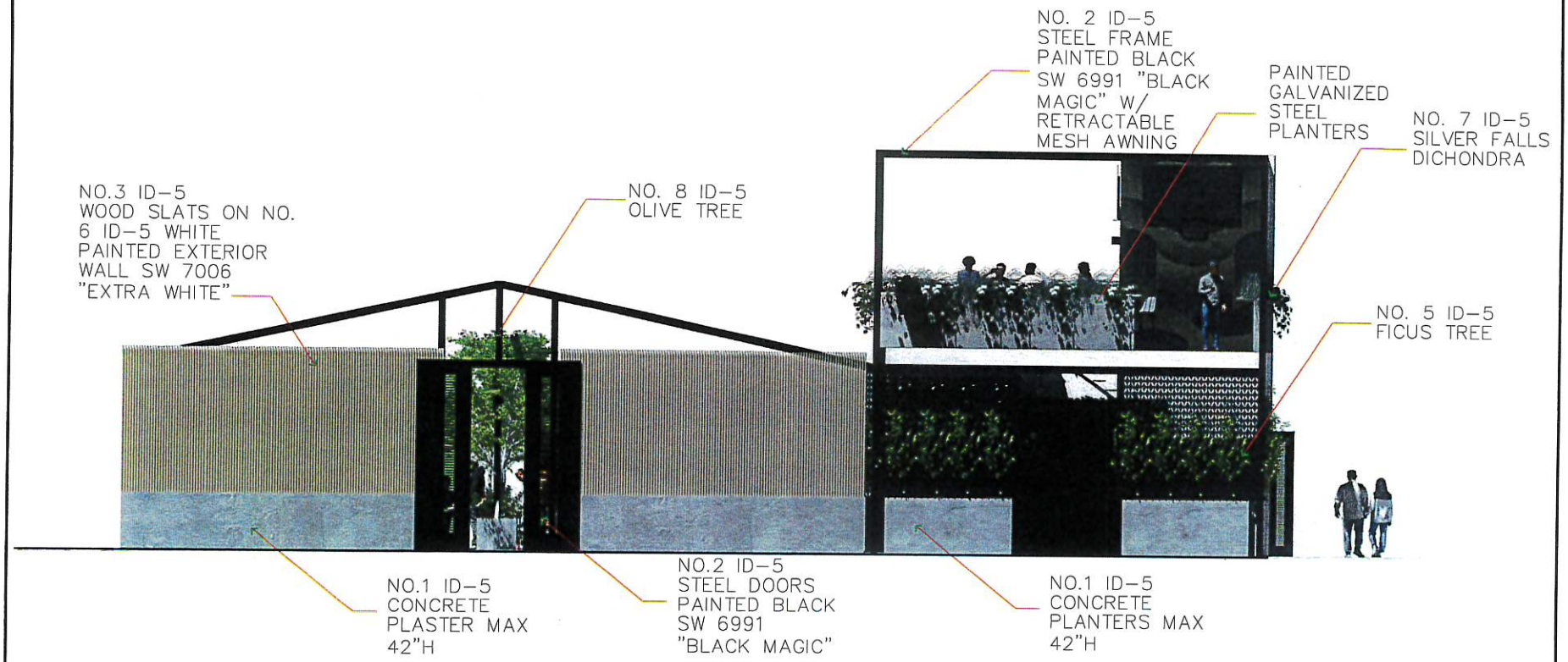
NO.	DATE	COMMENTS

DRAWN BY: Andy Lugo
CHECKED BY:
DATE:
SCALE: 3/16"=1'-0"

THE PLACE @ TWEEDY
3705 Tweedy Blvd, South Gate, CA 90280

SHEET
ID-2

Gb



PROPOSED BACK ELEVATION

SCALE : NTS

REGISTERED ARCHITECT
LEONARD J. CASSIDY
No. C 9955
EXP. 12-31
CALIFORNIA

URBAN LIFESTYLE GROUP
440 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-351-1403 Email: info@ulmg.com

NO	DATE	COMMENTS

DRAWN BY: Andy Luse
CHECKED BY:
DATE:
SCALE: 3/16"=1'-0"

THE PLACE @ TWEEDY
3703 Tweedy Blvd, South Gate, CA 90280

~SHEET~
ID-3

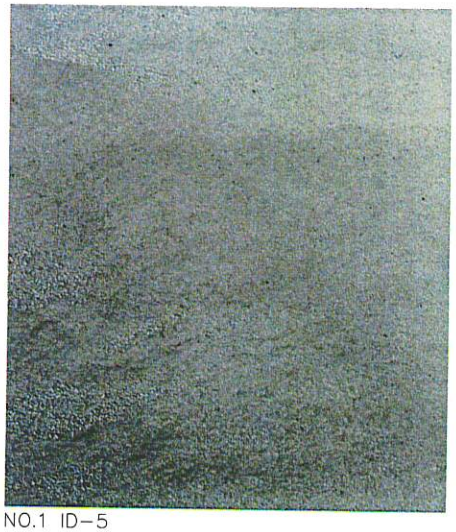
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SHEET~	ID-4	THE PLACE @ TWEEDY	5703 Tweedy Blvd, South Gate, CA 90280
		DRAWN BY: Andy Lugo	SCALE: 3/16"=1'-0"
		CHECKED BY:	DATE:
		NO. DATE COMMENTS	

URBAN LIFESTYLE GROUP

440 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-351-1403 Email: info@blsdgcom

REGISTERED ARCHITECT TIMOTHY T. GLEASON



NO.1 ID–5
CONCRETE
PLASTER MAX
42"H

SW 6991

Black Magic

FULL DETAILS

LRV: 3

RGB: 50 / 49 / 50

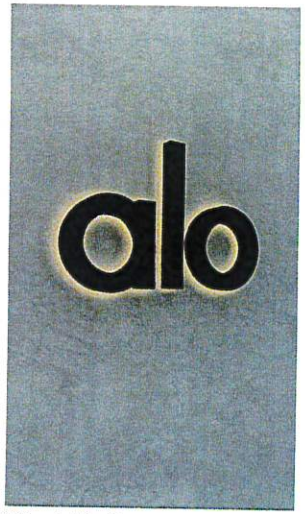
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Location Number: 251-C3

NO. 2 ID–5
SW 6991
"BLACK MAGIC"



NO.3 ID–5
WOOD SLATS



NO. 4 ID–5
STEEL LETTERING
PAINTED BLACK SW
6991 "BLACK MAGIC"



NO. 5 ID–5
FICUS TREE

SW 7006

Extra White

FULL DETAILS

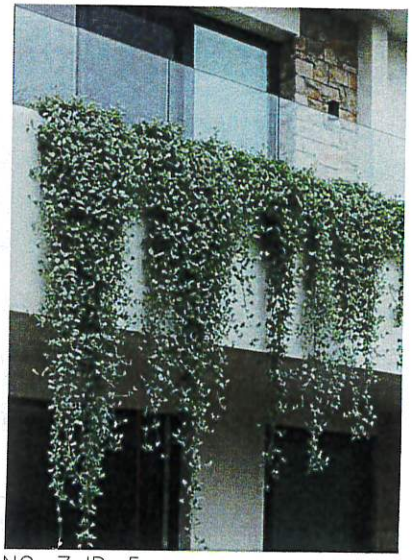
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Location Number: 257-C1

NO.6 ID–5 WHITE
PAINTED EXTERIOR
WALL SW 7006
"EXTRA WHITE"



NO. 7 ID–5
SILVER FALLS
DICHONDRA



NO. 8 ID–5
OLIVE TREE

REGISTERED ARCHITECT
EDWARD J. BUTLER
No. C 9955
CALIFORNIA

400 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-351-1403 Email: info@ulsdg.com
URBAN LIFESTYLE GROUP

NO	DATE	COMMENTS

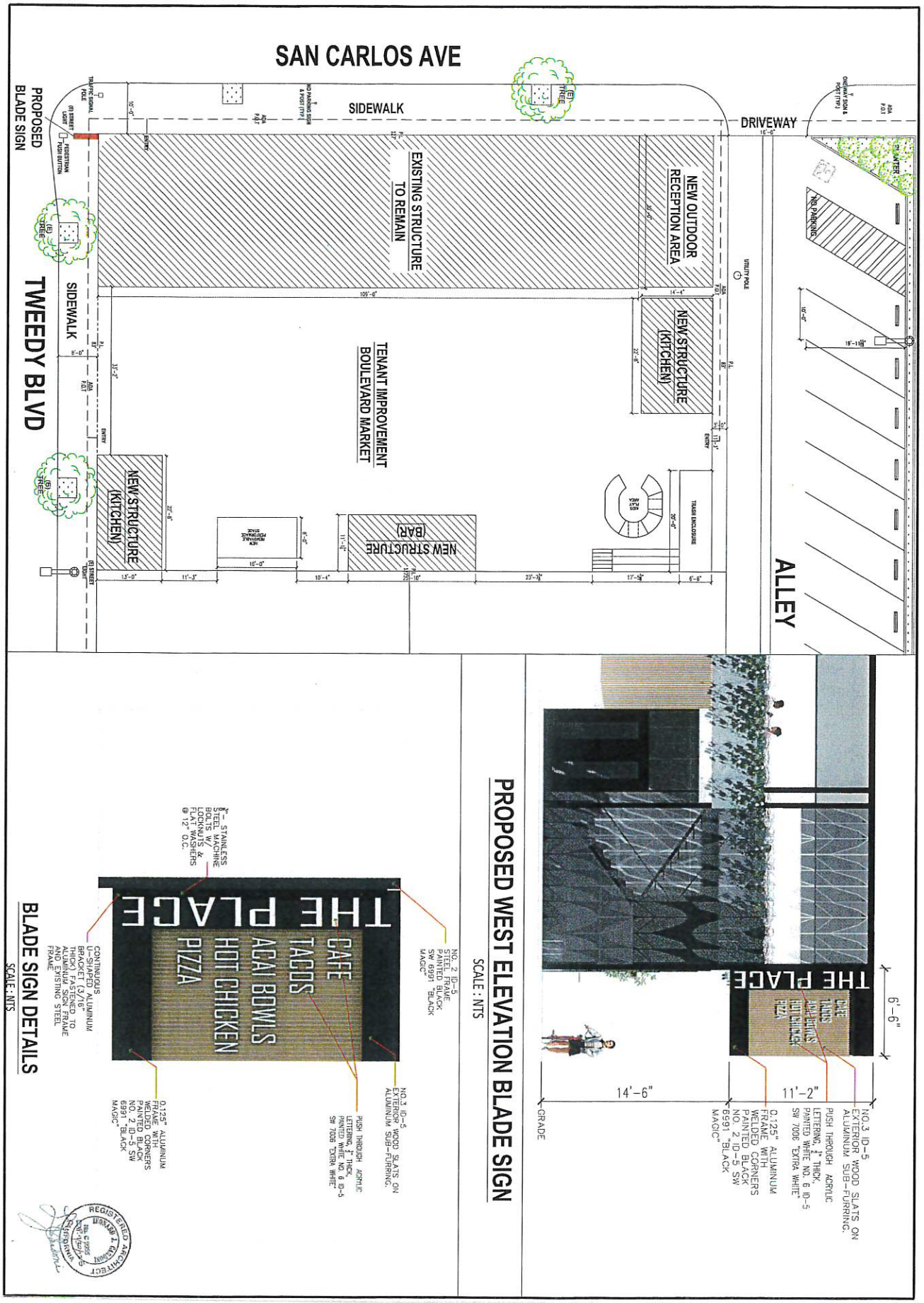
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DATE:
SCALE: 3/16"=1'-0"

THE PLACE @ TWEEDY
3705 Tweedy Blvd, South Gate, CA 90280

SHEET
ID-5 OF

96

bb



PROPOSED WEST ELEVATION BLADE SIGN

SCALE : NTS

BLADE SIGN DETAILS

SCALE : NTS

REGISTERED ARCHITECT

~SHEET~ ID-6	THE PLACE @ TWEEDY 3703 Tweedy Blvd, South Gate, CA 90280	DRAWN BY: Andy Lugo CHECKED BY: DATE: SCALE: 3/16"=1'-0"	NO. DATE COMMENTS

URBAN LIFESTYLE GROUP
ARCHITECTURE | ENGINEERING | DESIGN | CONSTRUCTION

440 E HUNTINGTON DR STE 300, ARCADIA, CA 91006
TEL: 310-351-1403 Email: info@theulg.com

Office of the
South Gate City Clerk

OCT 21 2025

FILED

5:40 pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 28, 2025**
Originating Department: **Human Resources**

Human Resources Director: _____ *City Manager:* _____
Jon Hamilton *Rob Houston*

SUBJECT: RESOLUTION AMENDING THE CITY'S CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL, ADOPTING BY REFERENCE SECTION 18730 OF THE CALIFORNIA CODE OF REGULATIONS

PURPOSE: California Government Code § 87305.5 requires that each local agency adopt a Conflict of Interest Code for designated City personnel, adopting by reference Section 18730 of the California Code of Regulations.

RECOMMENDED ACTIONS: Adopt a Resolution amending the City's Conflict of Interest Code.

FISCAL IMPACT: There is no fiscal impact from adopting a Resolution to amend the City's Conflict of Interest Code.

BACKGROUND: The Political Reform Act, California Government Code §§ 81000, *et seq.* (the "Act"), requires each state and local government agency to adopt and promulgate a conflict of interest code. The FPPC has adopted a regulation (2 California Code of Regulations § 18730), that contains the terms of a standard conflict of interest code, which can be incorporated by reference into the City's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the FPPC, if incorporated by reference in the City's code, also become duly adopted to ensure compliance. The incorporation page, Regulation 18730, and the Appendix attached to the proposed, amended Resolution, which designate positions and establish disclosure categories, shall collectively constitute the Conflict of Interest Code (the "Code") of the City of South Gate.

All officials and designated positions shall file their statements of economic interests, also known as a Form 700, with the City Clerk as the City's Filing Official. If a statement is received in signed paper format, the City Clerk shall obtain the original document and transmit it to the FPPC or other agency as required upon request. If a statement is electronically filed using an appropriate Form 700 e-filing system, the City Clerk will have access to those filings. The City Clerk will make all retained statements available for public inspection and reproduction during regular business hours (California Government Code § 81008.)

Currently, the City requires a substantial number of employees to fill out the Form 700 on an annual basis, many of whom are not required under existing California law. According to the FPPC, every elected official and public employee ***who makes or influences governmental decisions*** is required to submit a Statement of Economic Interest, also known as a Form 700. The Form 700 provides transparency and ensures accountability in two ways: (1) It provides necessary information to the public about an official's personal financial interests to ensure that officials are making decisions in the best interests of the public and not enhancing their personal finances; and (2) It serves as a reminder to the public official of potential conflicts of interest so that the official can abstain from making or participating in decisions that are deemed conflicts of interest.

California Government Code § 87200 outlines the specific provisions concerning who shall complete Form 700s, of which those positions applicable to the City of South Gate are in **bold**:

> "This article is applicable to elected state officers, judges and commissioners of courts of the judicial branch of government, members of the Public Utilities Commission, members of the State Energy Resources Conservation and Development Commission, members of the Fair Political Practices Commission, members of the California Coastal Commission, members of the High-Speed Rail Authority, **members of planning commissions**, members of the board of supervisors, district attorneys, county counsels, county treasurers, and chief administrative officers of counties, **mayors, city managers, city attorneys, city treasurers,** chief administrative officers and **members of city councils of cities,** and **other public officials who manage public investments,** and to **candidates for any of these offices at election.**"

California Code of Regulations § 18700.3(b)(1) provides, in relevant part:

> "(b) for purposes of Section 87200, the following definitions apply: (1) "**Other public officials who manage public investments**" means:
>
> (A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;
>
> (B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment offers or chief financial manager. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial manager; and
>
> (C) Individual who, pursuant to a contract with a state or local government agency, performs the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (b)(1)(B)."

Accordingly, Section 18700.3(b)(1) would require that the City's Director of Administrative Services, who functions as the chief financial manager for the City, would qualify under the category of "other public officials who manage public investments," and, therefore, be required

to file a Form 700. Because those persons who work in finance for the City work under the supervision of the Director of Administrative Services, they would not be required to file a Form 700. Additionally, members of the City's Public Finance Authority may also be required to file Form 700s.

The City may also designate in its Conflict of Interest Code any other positions who shall be required to fill out a Form 700. Pursuant to the City's Municipal Code, only Title 1 (Administration and Personnel), Chapter 1.52 (Municipal Elections), Section 1.52.081 (Electronic Filing), Subsection (b) requires: "Any person holding a position listed in Government Code Section 87200 or designated in the city's local conflict of interest code adopted pursuant to 87300 shall file any required statement of economic interest reports (Form 700) online or electronically with the city clerk." California Government Code § 87302(a) details how to identify the designated positions that would be required to file a Form 700: "Each conflict of interest code shall contain the following provisions: (a) Specific enumeration of the positions within the agency, other than those specified in Section 87200, that involve the making or participating of decisions which may foreseeably have a material effect on any financial interest..." Traditionally, these positions tend to include department heads and, in some cities, deputy directors and other high-level managers. Almost universally, these positions do not include mid-level managers, supervisors, technicians, and administrative staff.

However, the City of South Gate's Conflict of Interest Code requires a substantial number of mid- and lower-level employees to file Form 700s, which is not required by California law or prevailing industry standards. These additional positions currently include: Administrative Services Coordinator, Associate Engineer, Assistant Engineer, Assistant Planner, Budget/Payroll Analyst, Building Inspector, Code Enforcement Officer, Code Enforcement Supervisor, Community Development Technician II, Community Development Technician III, Electrical and General Maintenance Superintendent, Equipment Maintenance Superintendent, Executive Assistant to Chief of Police, Executive Assistant to the City Attorney, Executive Assistant to the City Manager, Grounds Supervisor, Housing & Grants Analyst, Housing Specialist, Information Systems Administrator, Information Systems Analyst, Management Analyst, Park Facility Maintenance Supervisor, Police Lieutenant, Purchasing Supervisor, Recreation Supervisor, Revenue Manager, Senior Accountant, Senior Administrative Analyst, Senior Civil Engineer, Senior Community Development Technician, Senior Engineer, Senior Financial Analyst, Senior Planner, Street and Sewer Superintendent, Technical Services Manager, Training Specialist, and Water Division Manager.

The City's Conflict of Interest Code also requires members of certain committees, commissions, and boards to file a Form 700, which is not required under the law: Successor Agency to the Community Development Commission of the City of South Gate Member, Utility Authority Board Member, Public Access Corporation Board Member, Parks and Recreation Commission Member, Civil Service Commission Member, Citizen's Advisory Committee Member, and Commission for South Gate Youth.

This amendment to the City's Conflict of Interest Code, last updated on December 13, 2022 (Resolution No. 2022-71-CC), seeks to limit the number of persons mandated to file Form 700s to those required under California Government Code § 87200, California Code of Regulations § 18700.3(b)(1), and a few additional high-level positions that may make or influence governmental decisions. Specifically, those required to file Form 700s would be limited to the following individuals:

A. Required under California Government Code § 87200: Mayor and City Council Members, Planning Commission Members, Parks and Recreation Commissioners, City Clerk, City Treasurer, City Manager, and City Attorney.

B. Designated as "other public officials who manage public investments," as outlined by California Code of Regulations § 18700.3(b)(1): Director of Administrative Services and Board Members of the Public Finance Authority.

C. Additional Positions as Designated by the Conflict of Interest Code:

1. Assistant City Manager, Chief of Police, Director of Community Development, Director of Human Resources, Director of Parks & Recreation, Director of Public Works, or any other position not listed but later designated as an Executive Management-level position.

2. Police Captain.

3. Building Official, Economic Development Manager, Accounting & Finance Manager, Budget & Procurement Manager, Deputy Director of Human Resources, Deputy Director of Parks & Recreation, Deputy Director of Public Works – Field Operations, Housing Manager, Parks Superintendent, Planning Manager, Risk Manager, Transportation and CIP Division Manager, Water Resources and Development Division Manager or any other position not listed but later designated as a member of the Division Management Association.

In accordance with the FPPC's requirement that there be a notice of a 30-day comment period before this item is brought to the City Council for approval, the City Clerk provided such notice on Thursday, September 25, 2025, on the City's website and on the City's notice boards.

ATTACHMENT: Resolution

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL, ADOPTING BY REFERENCE SECTION 18730 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, the Political Reform Act (codified in California Government Code §§ 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes;

WHEREAS, the Fair Political Practices Commission has adopted a standard conflict of interest code, as set forth in Section 18730 of the California Code of Regulations "Section 18730," which can be incorporated by reference in a municipal code;

WHEREAS, the City desires to incorporate Section 18730 and any future amendments to it as may be adopted by the Fair Political Practices Commission from time to time;

WHEREAS, the City further desires that Section 18730, including the attached Appendix establishing disclosure categories for certain officials and employees, shall constitute the Conflict of Interest Code of the City of South Gate;

WHEREAS, pursuant to Resolution No. 2022-71-CC, the City adopted an amended Conflict of Interest Code containing designated positions and disclosure categories and repealing Resolution No. 2020-38-CC;

WHEREAS, California Government Code § 87306.5 requires every local agency to periodically review its conflict of interest code, that it meets the current legal requirements, and revise it if necessary;

WHEREAS, the City Attorney, City Clerk, and City staff have reviewed the current conflict of interest code last amended in December 2022 and have determined that it should be updated to reflect the changes in City departments, job duties and responsibilities of various City personnel required to file disclosures, and to limit those reports to those persons required by law or designated as high-level managers; and

WHEREAS, in accordance with the regulation of the Fair Political Practices Commission, notice of a 30-day comment period was posted on Thursday, April 24, 2025, on the City's website and notice boards.

APPENDIX "A"
DESIGNATED POSITIONS
SPECIFIED OFFICER AND EMPLOYEES
(California Government Code § 87200)

Mayor and City Council Members
City Manager
City Clerk
City Attorney
City Treasurer
Planning Commission Members

ADDITIONAL OFFICIALS WHO MANAGER OR GIVE ADVICE REGARDING PUBLIC INVESTMENTS
(California Code of Regulations § 18700.3)

Director of Administrative Services
Board Members of the City's Public Finance Authority

The officers, employees and officials listed above must provide full disclosure of their investments, business positions, interest in real property, and sources of income by completing and delivering to the City the Fair Political Practices Commission's California Form 700 and Exhibits A-1, A-2, B, C, D, E, and F of that Form.

The officers and employees designated below must provide more limited disclosure, based on the Assigned Disclosure Categories specified next to their respective positions in the table below, as those Assigned Disclosure Categories are described in Appendix "C" hereto.

DESIGNATED OFFICERS, EMPLOYEES, AND DISCLOSURE CATEGORIES
(California Government Code §§ 87300 *et seq.*)

DESIGNATED POSITIONS	
Administration Department	**Disclosure Requirements**
Assistant City Manager	1,2,3,4,5,6,7,8,9,10
Administrative Services Department	
Accounting & Finance Manager	2,3,4,5,6,8,9,10
Budget & Procurement Manager	2,3,4,5,6,8,9,10
Community Development Department	
Director of Community Development	1,2,3,4,5,6,7,8
Building Official	1,2,3,6,7,8
Housing Manager	1,2,3,6,7,8
Planning Manager	1,2,3,6,7,8
Human Resources Department	

Director of Human Resources	1,2,3,4,5,6,7,8
Deputy Director of Human Resources	2,3,4,5,6,8
Risk Manager	2,3,4,6,8,9,10
Parks & Recreation Department	
Director of Parks & Recreation	1,2,3,4,5,6,7,8
Deputy Director of Parks & Recreation	2,3,4,5,6,8
Parks Superintendent	2,6,8
Police Department	
Chief of Police	1,2,3,4,5,6,7,8,9,10
Police Captain	2,3,4,5,6,8
Public Works Department	
Director of Public Works	1,2,3,4,5,6,7,8,9,10
Deputy Director of Public Works – Field Operations	1,2,4,5,6,7,8
Transportation and CIP Division Manager	1,2,4,5,6,7,8,9,10
Water Resources and Development Division Manager	1,2,4,5,6,7,8,9,10
Consultants	1,2,3,4,5,6,7,8

APPENDIX "C"
DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY 1. Persons in this category shall disclosure off of their interests in real property located in the City. Said disclosure shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 2. Persons in this category shall disclose all income received by them in the form of loans, gifts, and travel payments from sources located in the City. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 3. Persons in this category shall disclose all of their investments in any business entity or trust that (at the time of the disclosure) is located in, doing business in, planning to do business in, or within the past two years had done business in the City. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 4. Persons in this category shall disclose all business positions that they hold in any business entity that (at the time of the disclosure) is located in, doing business in, planning to do business in, or within the past two yeas has done business in the City. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 5. Persons in this category shall disclose all business positions that they hold in any business entity or trust that (at the time of the disclosure) provides, plans to provide, or within the last two years provided services, supplies, materials, or equipment of the

type used by the City. Persons in this category shall also disclose any business positions that they hold in any such business entity of trust. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 6. Persons in this category shall disclose all income received by them in the form of loans, gifts, or travel payments from any person or business entity that (at the time of the disclosure) provides, plans to provide, or within the past two yeas has provided services, supplies, material, or equipment of the type used by the City. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 7. Persons in this category shall disclosed all of their investments and business positions in any business entity that owns or leases real property in the City. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 8. Persons in this category shall disclose all income received by them in the form of loans, gifts, or travel payments from any business entity that owns or leases real property in the City. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 9. Persons in this category shall disclose all of their investments and business positions in any financial institution in which the City (at the time of the disclosure) deposits funds, plans to deposit funds, or within the past two years has deposited funds. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

DISCLOSURE CATEGORY 10. Persons in this category shall disclose all income received by them in the form of gifts or travel payments from any financial institution in which the City (at the time of the disclosure) deposits funds, plans to deposit funds, or within the past two years has deposited funds. Said disclosures shall be reported on the Fair Political Practices Commission's California Form 700.

Office of the South Gate City Clerk
OCT 21 2025
FILED
5:40 pm

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **October 28, 2025**
Originating Department: **Human Resources**

Human Resources Director: *Jon Hamilton* ***City Manager:*** *Rob Houston*

SUBJECT: RESOLUTION TO AMEND RESOLUTION NO. 6377 (RULES AND REGULATIONS FOR THE ADMINISTRATION OF CIVIL SERVICE PROCEDURES), ADOPTING A RESOLUTION TO APPROVE THE PERSONNEL MANAGEMENT RULES, AND TO REMOVE THE HIRING RULES FROM A RESOLUTION AND MOVE THEM INTO AN ADMINISTRATIVE REGULATION

PURPOSE: To amend Resolution No. 6377 (Rules and Regulations for the Administration of Civil Service Procedures), to approve Personnel Management Rules, and to remove the hiring rules from a resolution and move them into an Administrative Regulation.

RECOMMENDED ACTION: The City Council will consider an action to:

1. Amending Resolution No. 6377 (Rules and Regulations for the Administration of Civil Service Procedures);
2. Approve Personnel Management Rules; and
3. Remove the Hiring Rules from a resolution and move them into an Administrative Regulation.

FISCAL IMPACT: There is no fiscal impact.

BACKGROUND: On June 24, 1997, the City Council passed, approved, and adopted Resolution No. 6377 (A Resolution of the City Council of the City of South Gate Amending and Restating in its Entirety the "Rules and Regulations for the Administration of the Civil Service Procedures" (hereinafter "Civil Service Rules"). The purpose of these Civil Service Rules was to adopt, implement and administer the recruitment and employment procedures, under which employees will be accorded fair and just treatment.

Attachment "A" to Resolution No. 6377, which is titled, "Rules and Regulations for the Administration of Civil Service Procedures," provides for these rules and procedures, which include, but are not limited to, the classification plan, compensation plan, examination procedures, recruitment rules, disciplinary procedures, grievance procedures, nepotism policy, and others. The Civil Service Rules were intended to provide an objective and fair approach to how all employees are treated; however, over the past 28 years since its implementation, the rules have demonstrated that they are ofttimes too rigid, that some rules migrated into the employees' Memoranda of

Understanding (MOUs), and that some rules have been made obsolete by changes in law, such as moving away from an "Affirmative Action Plan" and towards equal opportunity employment.

While the Civil Service Rules advanced an objective approach to the hiring process, it unintentionally yielded difficulties to the hiring process when applied. While there are several examples of how the Civil Service Rules hindered the City's ability to effectively recruit employees, the problem was universally recognized by both management and labor. In an effort to resolve these issues, the City met with all of its recognized labor associations (Municipal Employees' Association (MEA), Professional Mid-Management Association (PMMA), Division Management Association (DMA), Police Management Association (PMA), and Police Officers' Association (POA)) to create a new Hiring Policy together to which everyone agrees. However, because these hiring policies will be placed into an Administrative Regulation, they need to be removed from the Resolution for the Civil Service Rules. The amended Resolution for the Personnel Management Rules is essentially the Civil Service Rules with the hiring protocols removed and some other modernizing updates. The Personnel Management Rules are attached hereto as Attachment "A."

ANALYSIS: In an effort to make the hiring process more flexible, efficient, and effective, the City's management team met with all of the employee Associations to come up with a new set of hiring rules. Staff requests that these hiring rules be removed from a resolution and have them placed in an Administrative Regulation ("Hiring Policy"). This will enable the stakeholders to quickly make changes and adjustments to the current rules through the meet and confer process. Attached hereto as Exhibit "B" is Administrative Regulation 336 ("Hiring Policy"), which outlines the changes to the current hiring process. Some of those updates include, but are not limited to:

- Once the Department of Human Resources ("HR") has sorted and ranked all applications, the top ten will be the presumptive list of applicants who will be interviewed by an independent panel. However, prior to the constitution of that panel, the hiring manager may review the top twenty applications and, if there are nondiscriminatory reasons why one placing number eleven to twenty should replace one placing one through ten, that change may occur to ensure the best candidates are moving forward in the recruitment process.
- Internal and/or promotional recruitments may proceed in a closed recruitment (only employees are permitted to apply) and may move forward as long as one applicant has met the minimum qualifications. This is to permit the City to promote qualified employees without subjecting them to the competitive recruitment process.
- The hiring manager will receive the top five applications for a vacant position (instead of three); however, if the hiring manager has a nondiscriminatory reason why a particular candidate is not a good fit for the position, he/she may "non-select" the candidate, effectively removing him/her on the list. This will permit the hiring manager to move through an eligibility list, fairly consider each candidate, and exhaust the list instead of waiting for a year for the list to expire.
- By placing these hiring rules in an Administrative Regulation, it will permit quick changes through the meet and confer process requiring the approval of the Personnel Officer and the employee Associations.

The attached Personnel Management Rules (Attachment "A") is simply a reiteration of the Civil Service Rules with the hiring rules contained in Attachment "B" removed from them. The reason for the title change is so that any reference to the Civil Service Rules will be understood as a past practice to ensure the correct rules are being applied when referenced as the Personnel Management Rules. There are also some updates to ensure the new Personnel Management Rules are consistent with prevailing law and the employee MOUs, which include but are not limited to:

- The "Affirmative Action Program" is replaced with the "Equal Employment Opportunity" statement
- Adds that the Classification Plan shall be approved as part of each fiscal year budget, which is already the practice.
- Clarifies that the Compensation Plan be set forth on a comprehensive and consolidated salary pay table, which is consistent with the City's current practice and consistent with the California Public Employment Retirement Law (PERL).
- A statement that the disciplinary process and grievance process shall be guided by the employee's MOU

It is important to note that all of the employee labor Associations, MEA, PMMA, DMA, PMA, and POA, contributed to the creation of the Hiring Policy and all agreed to it, which is evidenced by everyone's signature on Attachment "B" (Administrative Regulation 336 – Hiring Policy)

ATTACHMENT: Proposed Resolution with its Attachments
Attachment A: Personnel Management Rules
Attachment B: Administrative Regulation 336 – Hiring Policy

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORIA, AMENDING AND RESTATING RESOLUTION NO. 6377 (RULES AND REGULATIONS FOR THE ADMINISTRATION OF CIVIL SERVICE PROCEDURES), ADOPTING A RESOLUTION TO APPROVE THE PERSONNEL MANAGEMENT RULES, AND TO REMOVE THE HIRING RULES FROM A RESOLUTION AND MOVE THEM INTO AN ADMINISTRATIVE REGULATION

WHEREAS, on June 24, 1997, the City Council passed, approved, and adopted Resolution No. 6377 (Rules and Regulations for the Administration of Civil Service Procedures) (hereinafter "Civil Service Rules");

WHEREAS, the City's management team and its labor Associations, Municipal Employees' Association (MEA), Professional Mid-Management Association (PMMA), Division Management Association (DMA), Police Management Association (PMA), and the Police Officers' Association (POA), all recognized the limitations of the Civil Service Rules and endeavored together to create an agreed, updated Hiring Policy to address these issues;

WHEREAS, the City and its Associations desire to have these hiring policies removed from a resolution and placed into a comprehensive Administrative Regulation;

WHEREAS, any subsequent changes, modifications, and/or adjustments to the City's hiring policies contained in the comprehensive Administrative Regulation, attached hereto as "Attachment B," shall be done through the meet and confer process between the City management and Association(s) without the requirement for subsequent City Council approval;

WHEREAS, the Civil Service Rules shall be amended to comply with existing law, be amended to be consistent with the City's established MOUs, and be renamed to the Personnel Management Rules as amended;

WHEREAS, because of these changes, Resolution No. 6377, as currently stated, is obsolete, inefficient, and no longer necessary for the proper and effective administration of personnel within the City; and

WHEREAS, it is the desire of the City Council to amend and restate Resolution No. 6377 and approve Attachment "A" hereto to replace it with those Personnel Management Rules continuing to exist after the aforesaid amendments.

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

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

SECTION 2. The City Council hereby amends and restates Resolution No. 6377 (Rules and Regulations for the Administration of Civil Service Procedures) of June 24, 1997.

SECTION 3. The City Council does hereby approve and adopt the Personnel Management Rules attached hereto as Attachment "A," in stead and in lieu of the Civil Service Rules.

SECTION 4. The City Council does hereby approve that the hiring policies provided in Attachment "B" (Administrative Regulation 336 – Hiring Policies) may be amended without further City Council approval subject to the requirement that City's management team and the City's Association(s) meet and confer prior to such changes, as may be applicable and appropriate.

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

PASSED, APPROVED and **ADOPTED** this **28th** day of **October 2025.**

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT

By: _____
Raul F. Salinas, City Attorney

CITY OF SOUTH GATE

PESONNEL MANAGEMENT RULES

TABLE OF CONTENTS

1. PURPOSE AND SCOPE OF PERSONNEL MANAEMENT RULES
2. EQUAL EMPLOYMENT OPPORTUNITY
3. CLASSIFICATION PLAN
   - 3.1. Allocations
   - 3.2. Maintenance
4. COMPENSATION PLAN
   - 4.1. Salary Pay Table
   - 4.2. New Appointments
   - 4.3. Promotions
   - 4.4. Demotions
   - 4.5. Supervisory Classification
   - 4.6. Reclassification
   - 4.7. Range Adjustments
5. EXAMINATION PROCEDURES
   - 5.1. Announcements
   - 5.2. Application
   - 5.3. Competitive Examinations
   - 5.4. Promotional Examinations
   - 5.5. Examination Administration
   - 5.6. Maintenance of Papers
   - 5.7. Lateral Transfer for Police Officer
   - 5.8. Pre-Service Applicant for Regular Police Officer
   - 5.9. Reserve Police Officer Applicant for Regular Police Officer
   - 5.10. Continuous Examinations for Police Officers
6. FILLING VACANT POSITIONS FROM ELIGIBLE LISTS
   - 6.1. Vacancies
   - 6.2. Lay-off List
   - 6.3. Promotional List
   - 6.4. Lateral Transfer List
   - 6.5. Open List
   - 6.6. Duration of Eligible Lists
   - 6.7. Removal of Names from Eligible List
   - 6.8. Temporary Appointment
   - 6.9. Regular Part-Time Employment
   - 6.10. Appointment of Hourly Employees
   - 6.11. Changes of Assignment, Transfers or Shift Changes
7. PROBATIONARY PERIOD
8. MEDICAL EXAMINATIONS
   - 8.1. Employment Requisite
   - 8.2. Re-Evaluation

9. TRANSFER OF EMPLOYEES
10. ABOLISHMENT OF POSITIONS
11. DISCIPLINE PROCEDURE
    11.1. Causes for Discipline
    11.2. Disciplinary Action
    11.3. Notice of Disciplinary Action
    11.4. Appeal to Disciplinary Action
12. GRIEVANCE PROCEDURE
    12.1. Scope
    12.2. Procedure
    12.3. Review by City Council
    12.4. General Definitions
13. EMPLOYMENT OF RELATIVES
    13.1. Related by Blood or Marriage
    13.2. Application to Existing Employees
    13.3. Marriage Between Employees
    13.4. Application to Elected Officials
14. DEFINITIONS
    14.1. Appellant
    14.2. Appointing Authority
    14.3. Candidate
    14.4. City
    14.5. Classification
    14.6. Classification Plan
    14.7. Classification Series
    14.8. Classification Specification
    14.9. Classified Service
    14.10. Commission
    14.11. Compensation Plan
    14.12. Construction; Shall/May
    14.13. Demotion
    14.14. Eligible List
    14.15. Employment With the City
    14.16. Gender
    14.17. Grievance
    14.18. Lateral Transfers
    14.19. Miscellaneous Employee
    14.20. Open List
    14.21. Promotional List
    14.22. Seniority
    14.23. Unclassified Service

1. PURPOSE AND SCOPE OF PERSONNEL MANAGEMENT RULES

Pursuant to the City of South Gate Municipal Code, Chapter 1.24, these Personnel Management Rules are promulgated as part of the City's civil service system to implement and administer the Civil Service Procedures of the City, under which employees will be accorded fair and equitable treatment in the matters that herein apply. These Personnel Management Rules shall apply to those persons and positions within the classified service, (as defined in Subsection 14.9) except as otherwise noted herein.

2. EQUAL EMPLOYMENT OPPORTUNITY

The City prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, sex (including pregnancy), gender identity, sexual orientation, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, genetic information, medical condition, or any other basis protected by law. The City will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination.

3. CLASSIFICATION PLAN

3.1 Allocations.

There shall be a classification plan with each classification having its own title. All positions which are essentially similar with respect to the nature of the work performed and the basic skills required, and are comparable as to difficulty and responsibility, shall be allocated to a common classification for purposes of pay, recruitment, examining, training, and personnel administration.

The Classification Plan shall be approved as part of each fiscal year budget and listed under each Department's *Authorized Positions*, which may be amended at any time through City Council action.

3.2 Maintenance.

The Personnel Officer shall cause to be prepared a new classification specification whenever there is not available a currently approved classification specification that adequately and properly describes the duties and responsibilities of the position. The Classification Plan shall be maintained up to date and those classifications no longer in use may be abolished by the City Council on recommendation of the Personnel Officer. Positions, the duties of which have been changed enough to require reclassification, shall be allocated to a more appropriate classification, whether new or existing, in the same manner as originally allocated.

4. COMPENSATION PLAN

There shall be a compensation plan for all classifications of employment with the City.

4.1 Salary Pay Table.

The Compensation Plan shall be set forth in an appropriate, comprehensive, and consolidated salary pay table adopted by the City Council. Said Compensation Plan shall set forth the. (1) pay categories; (2) classification and the range placement for the classification; (3) salary for the range; or (4) flat rate of pay.

4.2 New Appointments.

New appointments shall be at the first step of the appropriate salary range. In exceptional cases, and in cases of lateral transfers, the City Manager may approve appointment at a second or higher step, but not to exceed the highest step in the salary range if the candidate voluntarily provides documentation to support hiring at any step higher than the first step.

4.3 Promotions.

In case of a promotion, an employee shall be paid at that step in the salary range to which he/she is promoted that is closest to and equal or higher than an additional 5% of his/her current salary, not to exceed the highest step in the salary range. The employee shall receive a new salary anniversary date for purposes of advancement through the steps of the salary ranges.

4.4 Demotions.

In case of demotion, the employee's salary must not be in excess of the highest step of the salary range of the classification to which he/she is demoted.

4.5 Supervisory Classifications.

A person employed as or promoted to a supervisory classification may be employed at one step higher than the maximum paid to the employees under his/her supervision, provided, however, the salary may not exceed the highest step of the salary range assigned.

4.6 Reclassification.

The reclassification process shall be established pursuant to a policy set forth by the Personnel Officer. In case of a reclassification of a position, the employee may be advanced, provided he/she meets the minimum qualifications for the reclassified position and complies with the City established policy regarding proper reclassification procedures. Such employee shall be paid at that step in the salary range to which he/she is

advanced that is closest to and equal or greater than an additional 5% of his/her current salary, not to exceed the highest step of the salary range. The employee shall receive a new salary anniversary date for purposes of advancement through the steps of the salary range.

4.7 Range Adjustments.

In the case of a range adjustment, where a new salary range is assigned, the affected employee shall advance to that step in the new salary range that gives the employee a minimum of a 5% salary step increase, not to exceed the highest step in the salary range. The employee shall receive a new salary anniversary date. If the new salary range is lower, the affected employee's salary must not be in excess of the highest step of the new salary range.

5. EXAMINATION PROCEDURES FOR SAFETY PERSONNEL

The following procedures are required to be followed in all cases where the position sought to be filled is a SWORN position.

5.1 Lateral Transfer for Police Officer.

Experienced Police Officers from other California law enforcement agencies may be employed by the City who qualify under the following terms and conditions:

5.1.1 Candidate shall possess at least a basic P.O.S.T. Certificate, hereinafter referred to as "Lateral I," or be eligible for a basic P.O.S.T. Certificate within six (6) months from date of employment, hereinafter referred to "Lateral II."

5.1.1.1 In cases of Lateral I applicants the City Manager may approve appointment in excess of the minimum, but in no case, in excess of the maximum. Such recommendation shall be based upon the applicant's training, education and experience.

5.1.1.2 Lateral II applicants shall start at the minimum of the appropriate salary range for Police Officer.

5.1.2 Candidate shall be a graduate of a P.O.S.T. sanctioned Police Academy.

5.1.3 Candidate shall have at least six (6) months' continuous full-time paid employment of a P.O.S.T. recognized California Law Enforcement Agency.

5.1.4 Candidate shall serve and successfully pass an eighteen (18) month probationary period.

5.1.5 Candidate shall meet all requirements as age, height, weight, vision, and other items of a physical nature as any other candidate.

5.1.6 Candidate shall successfully qualify in a background investigation, an oral interview, medical examinations, psychological examination, and any other examination at the discretion of the Personnel Officer.

5.1.7 Candidate shall not be given any credit for any sick leave, vacation, compensatory time, or other time earned prior to employment by the City.

5.1.8 Candidate's seniority for any rights or benefits shall be based on his time with the City and not with any other law enforcement agency.

5.1.9 Candidate may transfer retirement benefits under PERS, however, the City of South Gate shall not pay any additional fee to accomplish such transfer, nor does the City recognize any other retirement system.

5.2 Pre-Service Applicant for Regular Police Officer.

Candidates who are not currently employed by a California Law Enforcement Agency, but are voluntarily attending a P.O.S.T. sanctioned Basic Police Training Academy, who qualify under the following terms and conditions, may be employed by the City:

5.2.1 Candidate shall meet all existing Police Officer requirements as to age, height, weight, vision, and other items of a physical nature as any other candidate.

5.2.2 Candidate shall successfully graduate from the P.O.S.T. sanctioned Basic Police Training Academy.

5.2.3 Candidate shall successfully qualify in an extensive background investigation, a pre-employment oral interview, medical examinations, psychological examination, and any other examination at the discretion of the Personnel Officer.

5.2.4 Candidate shall serve and successfully pass an eighteen (18) month probationary period.

5.3 Reserve Police Officer and Other Applicants for Regular Police Officer and Police Recruit.

Candidates who are Reserve Police Officers (as defined in California Penal Code Section 832.6) for the City of South Gate Police Department, or serve in other Police service-related positions, including but not limited to full and part time Parks Security Officers, Police Explorers, Community Service Officers, Custody Officers, Court Officers, and who qualify under the following terms and conditions, may be employed by the City as a regular Police Recruit or in the case of Reserve Officers who meet the below requirements as Regular Police Officers:

5.3.1 Candidate shall meet all existing Police Officer requirements as to age, height, weight, vision, and other items of a physical nature as any other candidate.

5.3.2 Candidate that are currently serving as Police Reserve Officers

shall be at least a Level II Reserve Police Officer [as defined in California Penal Code Section 832.6(A)(2)] with the City of South Gate Police Department and must have graduated from a P.O.S.T. sanctioned Reserve Police Officers' Training Academy.

5.3.3 Candidate that are currently serving as Police Reserve Officers shall have completed a minimum of four hundred (400) hours of work as a Reserve Police Officer with the City of South Gate Police Department.

5.3.4 Candidate shall successfully qualify in an extensive background investigation, a pre-employment oral interview, medical examinations, psychological examination, and any other examination at the discretion of the Personnel Officer.

5.3.5 Candidate shall attend and successfully graduate from a P.O.S.T. sanctioned Regular Police Officer Basic Training Academy or be certified by P.O.S.T. to have met those requirements.

5.3.6 Candidate shall not be given any credit for any sick leave, vacation, compensatory time, any time earned by employment as a Reserve Police Officer for the City of South Gate (or any City), or any seniority earned prior to full-time employment with the City of South Gate as a Regular Police Officer.

5.3.7 Candidate shall serve and successfully pass an eighteen (18) month probationary period.

5.4 Continuous Examinations for Police Officers.

Continuous examinations may be given for the position of Police Officer and the names of the candidates who pass said examination shall be integrated on the open list on a score basis. Candidate's name shall be removed from said open list at the expiration of one (1) year from its entry thereon.

6. FILLING VACANT SWORN POSITIONS FROM ELIGIBLE LISTS

6.1 Vacancies.

Whenever an appointing authority determines a vacancy to exist, he shall request a list of eligible candidates to the position from the Personnel Officer. The Personnel Officer shall first ascertain that a vacancy exists and that the position is budgeted. The vacancy or vacancies shall first be filled from the lay-off list following the order in which the persons are ranked thereon. After the lay-off list is exhausted or in the event there is no lay-off list for the position being filled, the Personnel Officer shall then certify the top three (3) candidates utilizing first the promotional list, the lateral transfer list, the Reserve Police Officer applicant list, the pre-service applicant list, and then the open or entry level list. One additional candidate shall be added for each additional vacancy being filled. The appointing authority shall make his appointment of one from the three (3), or more candidates without regard to rank.

6.2 Lay-off List.

6.2.1 Sworn Police Personnel.

The lay-off list shall consist of those employees laid-off in the classification (except unclassified positions) ranked in order of seniority. If there is a classification of a lower rank in the same classification series as the position from which the employee was laid-off, that employee's name shall be placed on the lay-off list for each such lower ranked Classification.

6.2.1.1 A laid-off employee shall retain re-employment rights to the classification from which he was laid-off irrespective of his acceptance of reemployment at a lesser rank.

6.2.2 Miscellaneous Personnel.

The City Council or City Manager may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. Except for unclassified positions, the City shall give employees not less than fifteen (15) days advance notice of lay-off and the reason therefore. However, no full-time employee shall be separated from a department while regular part-time, or hourly employees are serving in the same positions in the department. The conditions of lay-off shall be as follows:

6.2.2.1 Order of Separation.

The principal criterion used in determining the order of

separation and bumping rights shall be seniority, time worked within a class within the City, provided the employee presently possesses the skills, ability and qualifications to perform the job. Furthermore, seniority shall govern unless the following criteria show that ability, merit, and records of the employees considered for lay-off are not equal:

6.2.2.1.1 Employee's last four (4) performance evaluations rating, if in existence.

6.2.2.1.2 History of employee written disciplinary actions.

6.2.2.1.3 Attendance record tardiness, and unexcused absences.

6.2.2.1.4 In the event the less senior employee in the position in the class to be laid-off has superior skills, ability, qualifications, merit and record, as determined in the above manner, then the more senior employee shall be laid-off.

6.2.2.1.5 The City shall have the burden of establishing the above criteria.

6.2.2.2 Bumping Rights.

The employee laid-off shall be entitled to bump to the position in a class in which he/she currently or formerly held a permanent appointment and in which there is an employee with less seniority in the class, if physically and mentally able to perform the duties of the former class. After the City has notified the affected employee and also the position available to the employee, if any, to bump, he/she must notify the Personnel Officer of his/her intent to exercise the bumping rights within ten (10) calendar days of the position, and classification in the City which they intend to bump, or the bumping rights shall be barred and waived to the employee. The employee with the least seniority in the class shall be bumped by the person who is laid-off. The employee bumped shall be considered as laid-off for the same reason as the person who bumped him/her and shall in the same manner be eligible to bump to a position in a class

within the City in which he/she formally had a permanent position.

6.2.2.3 Appointment of Laid-Off Employees to Lower Class.

The City Manager may approve the appointment of an employee who is to be laid-off to an existing vacancy in a lower class for which he/she is qualified without requiring an examination, provided the appropriate appointing authority so appoints.

6.2.2.4 Applicability.

These provisions shall apply to all classified positions, including regular part-time positions, but shall not apply to unclassified, probationary, hourly, and temporary positions.

6.2.2.5 Lay-off List.

The lay-off list shall consist of those employees laid-off in the classification ranked in order of seniority. If there is a classification of a lower rank in the same classification series as the position from which the employee was laid-off, that employee's name shall be placed on the lay-off list for each such lower ranked classification.

6.2.2.5.1 A laid-off employee shall retain re-employment rights to the classification from which he was laid-off irrespective of his acceptance of reemployment at a lesser rank.

6.3 Promotional List.

The promotional list shall consist of those employees who have qualified therefore as a result of promotional examinations for the classification in question.

6.4 Lateral Transfer List.

A lateral transfer list shall be established for those who qualify. Said list may be utilized prior to other competitive lists.

6.5 Open List.

The Open List for a job classification shall consist of those candidates who have qualified as the result of an Open Competitive Examination.

6.6 Duration of Eligible Lists.

Lay-off lists shall remain in effect until exhausted. Promotional lists, lateral transfer lists and open lists shall remain in effect for one year, provided however, that all lists promulgated subsequent to November 22, 1982, may be extended to a maximum of eighteen (18) months, if, prior to the expiration date thereof, a request for such extension is made by the appointing authority and approved in writing by the Personnel Officer.

If there are less than three (3) names certified and the appointing authority declines to make a selection, the lists shall be exhausted as a result thereof.

6.7. Removal from Names from Eligible List.

The name of any candidate may be removed from an eligible list for any of the following reasons:

6.7.1 Request in writing by the candidate for removal.

6.7.2 Failure of the candidate to respond to correspondence within five (5) calendar days after the date of the mailing of notification.

6.7.3 Any of the causes for rejection of the candidate listed in Section 5.2.

6.8 Temporary Appointment.

When an eligible list is not available for a particular classification, a temporary appointment may be made by the appointing authority, subject to the approval of the Personnel Officer, provided that the appointee's qualifications reasonably conform to the minimum qualifications established for the position. Duration of a temporary appointment shall be limited to nine hundred and sixty hours per fiscal year in compliance with the California Government Code.

6.8.1 In the event the temporary appointee is not already an employee of the City, the temporary employee shall not accrue seniority for any purpose during the period of the temporary appointment. If the temporary appointee is later appointed from an eligible list that appointee's anniversary date shall be the date of the appointment from the eligible list.

6.8.2 Where a present employee of the City accepts a temporary appointment in another classification, whether or not promotional, that employee's seniority shall continue to accrue for all purposes and the employee shall retain the right to return to the position vacated. No permanent appointment shall be made to the position

so vacated until the reclassified employee has completed the temporary period and has been permanently appointed to the new position.

6.9 Regular Part-Time Employment.

Appointments to positions on a regular part-time basis need not be made in accordance with the same employment procedure as for full-time appointments.

6.10 Appointment of Hourly Employees.

When an assignment of duties generally requires less than the regular forty (40) hour work week, individuals may be appointed as hourly employees. Such appointments shall be at Step A of the salary range or at the designated flat rate for the classification and shall remain such for the period of appointment. Vacation, sick leave, holiday pay, retirement, uniform allowance, medical, dental, health and life insurance coverage shall not be given. Appointment of hourly personnel shall be from existing eligible lists if any candidates are available.

6.11 Changes of Assignment, Transfers or Shift Changes.

This Section shall only apply to employees in the South Gate Municipal Employees' Association bargaining unit. Seniority will be the deciding factor provided that ability, special skills, job performance and attendance are relatively equal and satisfactory when filling job vacancies in the bargaining unit through reassignment, transfer or shift change. For the purpose of this Section, such vacancy or assignment shall be a particular and well-defined job within a classification which is distinguished by its geographical location, special duties, or special and unusual shift which is created when the incumbent has been permanently removed. Only employees within the classification affected by the vacancy shall be given consideration to be appointed to the particular vacancy (in lieu of their present assignment, department, or shift) on the basis of the above seniority and other qualifications. Except that interdepartmental transfers require approval of both Department Heads or that good cause be shown for denial of employee request. This Section is to be applied after lay-off lists, if any, have been applied but before other eligible lists are applied.

This Section shall also apply to acting assignment appointments, regardless of the duration. This Section shall not apply to the assignment of individuals within a classification to randomly establish crews or duties or rotational shifts, within the classification which are not otherwise clearly defined as permanent or geographically distinct.

7. PROBATIONARY PERIOD.

Any appointment to a classified position from an eligible list shall be subject to a probationary period as outlined in the employees MOU before an appointee shall acquire a permanent civil service status in the position. An employee may be removed by the appointing authority at any time during the probationary period by submission of a termination notice to the Personnel Officer and the same shall not be subject to review by the City Council. The name of such candidate shall not be again certified to the department from which he/she was removed. The Personnel Officer may restore any employee so terminated to the eligible list from which he/she was removed if there appears to be an adequate basis for anticipating that the employee might render satisfactory service in another department. When a present employee accepts a probationary appointment in a new classification, whether or not promotional, that employee shall retain the right to return to the position immediately vacated. There shall be no permanent appointment to the position vacated until the reclassified employee has completed his probationary period.

8. MEDICAL EXAMINATION.

8.1 Employment Requisite.

Every candidate before employment shall be required to obtain a medical examination at City expense from a licensed physician designated by the City. The certification of the physician shall indicate the candidate's medical condition with respect to the work he shall be required to perform. Candidates who fail, in the physician's judgment, to possess the normal medical requirements for the position shall not be appointed.

8.2 Re-Evaluation/Fitness-for-Duty Examination.

The Personnel Officer may order a medical examination of any employee to be conducted at the City's expense. The examination shall be conducted in order to ascertain the ability of the employee to perform the normal work of his classification. Employees, who in the opinion of the medical examiner, are medically incapable of performing the normal work requirements of their classification may be assigned to a classification suitable to their medical condition, or separated and placed on a lay-off list until medically qualified to perform the duties of any positions for which they have re-employment rights, provided it is to the best interest of the City and in accordance with the Personnel Management Rules governing the Civil Service Procedures of the City.

9. TRANSFER OF EMPLOYEES.

Any employee in one department may be transferred to a like classification in another department, if agreed to by the appointing authorities involved and approved by the Personnel Officer.

10. ABOLISHMENT OF POSITIONS.

Any position may be abolished by the City Council. Should an abolished position be reinstated or any position involving substantially the same duties be created or offered for employment within one year, the laid-off employee shall be entitled to re-employment in accordance with the rules governing lay-offs.

11. DISCIPLINE PROCEDURE

Disciplinary Action shall be governed by the employee's MOU; however, the following rules shall apply to supplement the MOU's rules, to provide clarification to the process, or to provide the appropriate process where the employee's MOU is silent.

11.1 Causes for Discipline.

The following are examples of conduct, which shall constitute cause for disciplinary action up to and including discharge of an employee or any candidate whose name appears on any eligible list:

11.1.1 Willfully or corruptly making any false statements, certificates, marks, ratings, reports, failing to disclose material facts or in any manner committing or attempting any fraud.
11.1.2 Incompetency.
11.1.3 Inefficiency.
11.1.4 Neglect of duty.
11.1.5 Insubordination.
11.1.6 Dishonesty.
11.1.7 Violation of City's Drug Free Work Place Policy.
11.1.8 Intemperance.
11.1.9 Absence without authorized leave.
11.1.10 Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this Section.
11.1.11 Immorality.
11.1.12 Discourteous treatment of the public or other employees, including sexual harassment.
11.1.13 Improper political activity.
11.1.14 Willful disobedience.
11.1.15 Misuse of property owned by, leased to, or under the charge of the City.
11.1.16 Violation of any of the prohibitions set forth in Government Code Sections 1090 et seq. and Section 1126. (Related to conflict of interest activities).
11.1.17 Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment.
11.1.18 Any other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City, its officers or employees.
11.1.19 Injury to persons.
11.1.20 Waste of material.

11.1.21 Advocating violent overthrow of government. (Government Code Section 1028) "It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his/her membership he/she advocates overthrow of the Government of the United States or of any state by force or violence."

11.1.22 Any unauthorized use of City uniforms.

11.1.23 Any violation of City or departmental policies and rules.

11.1.24 Violation of City's Discrimination/Harassment Policy.

11.2 Disciplinary Action.

The Personnel Officer or appropriate appointing authority may take disciplinary action against an employee for one or more of the causes for discipline specified hereinabove in 11.1. The term "disciplinary action," as used in this Resolution, shall be limited in meaning to any of the following:

11.2.1 Demotion, Discharge, or Reduction in Salary.
Such disciplinary action may take the form of discharge, reduction in salary, or a demotion where there is a vacancy in the same classification series at a lower level within the department.

11.2.2 Suspension.
An appointing authority may suspend an employee for one or more of the causes for discipline specified in these rules for a period of up to thirty (30) days.

11.3 Notice of Disciplinary Action.

At any time any disciplinary action is proposed to be taken against any classified employee, he shall be served with written notice at least five (5) working days prior to the effective date of the proposed disciplinary action, either personally or by certified mail. Said notice shall state the proposed action, the effective date if implemented, the reasons therefore, a copy of the charges and materials upon which the proposed action is based, and a copy of subdivisions 11.3, 11.3.1, 11.4.1, 11.4.2, 11.4.3 and 11.4.4 of this Resolution. In termination cases, the concerned employee may be suspended from duty, at full pay, from the time notice is served until the effective date of termination. The rights provided herein to Notice, Hearing and Appeal of disciplinary action are not afforded by this Resolution to unclassified employees.

11.3.1 *Skelly* Proceeding.
Prior to implementing the disciplinary action, a *Skelly* proceeding will take place to allow the employee an opportunity to respond to the proposed discipline and charges, either orally or in writing, or both. The results of the proceeding may initially be given to

the employee orally; however, a written decision will be issued within five (5) working days of the proceeding.

11.4 Appeal to Disciplinary Action.

Appeals for any Disciplinary Action shall be governed by the employee's MOU; however, the following rules shall apply to supplement the MOU's rules, to provide clarification to the process, or to provide the appropriate process where the employee's MOU is silent.

11.4.1 Sworn Police Personnel.

No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken against any Police Officer, permanent or probationary, without providing the Police Officer with an opportunity for administrative appeal. A permanent classified police officer shall follow the regular route of response detailed in 11.3.1 hereinabove. A probationary police officer may file an appeal, orally or in writing, with the Personnel Officer, not more than five (5) working days after receiving the notice referred to in Subsection 11.3. The Personnel Officer, or his or her designee, shall notify the probationary police officer of his or her decision, in writing, prior to the effective date of the proposed discipline. In the case of the probationary Police Officer, the decision of the Personnel Officer, or his or her designee, is final.

11.4.2 City Council Review.

The findings and conclusions of law submitted by the Administrative Law Judge shall be delivered to the employee (or his/her representative or legal counsel), the Department Head of the employee's department (or legal counsel), the City Council, the City Manager, the City Attorney and the Personnel Officer. The findings of fact and conclusions of law shall be final and binding unless within thirty (30) calendar days after receipt thereof a written request for review by the City Council is filed with the Personnel Officer or his/her designated authorized representative. A written request for review by the City Council may be filed by the employee (or his/her representative or legal counsel), the Department Head of the employee's department (or legal counsel), any member of the City Council, the City Manager, or the Personnel Officer. The Personnel Officer will notify all parties that the request for review has been filed. The City Council shall conduct said review within six (6) weeks of receipt of the appeal.

11.4.3 General Definitions and Provisions.

11.4.3.1 Working Days.

The "working day" shall be considered for administrative convenience to be Monday through Thursday, from 7:00 a.m. to 6:00 p.m., excluding Fridays, weekends, and Holidays.

11.4.3.2 Time Limits.

The failure to submit an appeal within the time limits specified in the various steps provided above shall result in the settlement of the discipline appeal in accordance with the last answer or response given which shall be final and binding.

11.4.3.3 Procedural Extensions.

The procedural times set forth herein are absolutely binding upon both parties and will not be considered waived, unless said waiver is in writing and agreed to by both parties.

11.4.3.4 Employee Representative.

The employee "representative" referred to hereinabove may be an employee of the City.

11.4.3.5 Statement of Decision.

The City Attorney (or designee) shall prepare a statement of decision which will include the findings and conclusions of law made by the Civil Service Commission and/or the City Council, subject to the approval of the hearing body, and said decision shall set forth that it is subject to Section 1094.6 of the California Code of Civil Procedure.

13. EMPLOYMENT OF RELATIVES

13.1 Related by Blood or Marriage.

Relatives of existing employees will not be eligible for employment with the City if potential supervision, safety, security or morale problems exist; or if potential conflicts of interest exist.

Relatives include an employee's parents, child, spouse, brother, sister, in-laws and step relationships.

13.2 Application to Existing Employees.

Current City employees who are related are exempt from this policy until a change in job position would cause a direct supervisory relationship, would cause one family member to have access to confidential/personnel information, or would create the potential for conflicts of interest or problems related to supervision, safety, security or morale.

13.3 Marriage Between Employees.

Should a City employee marry another City employee, the employees will be permitted to continue to work for the City only if they do not work in a direct supervisory relationship with one another or if the situation does not create potential problems of safety, security, morale or conflicts of interest.

If the potential problems noted above exist, or if reasonable accommodations cannot be made to eliminate the potential problems or to avoid a direct supervisory relationship, only one employee will be permitted to remain with the City. The decision as to which employee will remain in the City's employment must be made by the two (2) employees within sixty (60) days of the marriage. If no decision has been made during this time, both employees may be terminated.

13.4 Application to Elected Officials.

Subsection 13.1 shall not be applicable to any person related by blood or marriage to an elected or appointed Mayor, City Council Member, City Clerk or City Treasurer of the City of South Gate who is employed by the City as of the time of the election or appointment of said official.

14. DEFINITIONS.

Unless otherwise required by the context, words and terms used in these rules are understood to have the following special meanings:

14.1 **"Appellant"** means a person who has appealed an action, non-action, charge, or procedure.

14.2 **"Appointing Authority"** means the City Council, City Clerk, City Treasurer, Department Head, or Personnel Officer, as appropriate.

14.3 **"Candidate"** means a person who has competed or is competing in an employment examination.

14.4 **"City"** means the City of South Gate, or any entity whose legislative board is, or may be, composed of City Council Members.

14.5 **"Classification"** is the identity of a position by the title.

14.6 **"Classification Plan"** means a compilation of all of the individual classification specifications comprising the total defined employments by the City.

14.7 **"Classification Series"** means a group of classifications ranked from the highest to the lowest salaried in which there are natural lines of retrogression from the top down because of the inclusion in the higher classification of those qualifications that are required in the lesser classification.

14.8 **"Classification Specification"** means a written description of a classification.

14.9 **"Classified Service"** means all those employees in classifications within the City which by ordinance or resolution have been so designated and by virtue of which are subject to the procedures and are entitled to the rights and privileges set forth herein. Currently, Classified Service includes all positions within the City except those defined as unclassified in Section 14.23. As new classifications are adopted by resolution, the classification characteristics of "classified" or "unclassified" shall be designated by the City Council for such classifications.

14.10 **"ALJ"** means Administrative Law Judge.

14.11 **"Compensation Plan"** means a plan for the compensation of employees that provides for integrated pay schedules, each separate pay schedule known as a range with intermediate rates within each range known as

steps.

14.12 Construction: "Shall" and "May."
"Shall" is mandatory and "May" is permissive.

14.13 "Demotion" means a change in status from a position in one classification to another at a lower salary range.

14.14 "Eligible List" means a list of candidates ranked by examination score for each classification in the classified service who have qualified and are otherwise eligible for employment with the City and who have not been removed from the list for any reason provided for in these rules.

14.15 "Employment with the City" may be defined on the following bases:

14.15.1 **"Full-time"** refers to employment for forty (40) hours per week or more which is normally compensated on a salaried basis.

14.15.2 **"Regular Part-Time"** refers to employment on a reoccurring basis for at least twenty (20) hours per week, usually compensated on a salaried basis.

14.15.3 **"Hourly"** refers to employment on an hourly basis.

14.15.4 **"Temporary"** means appointment of a full-time or regular part-time employee to a position of a different classification on a temporary basis.

14.16 **"Gender"** The masculine and/or feminine gender includes the feminine and neuter.

14.17 **"Grievance"** means any dispute or difference between the City and any employee or group of employees, concerning the interpretation or application of any written City ordinance, resolution, rule, policy, practice or procedure governing the wages, hours and working conditions of City employees. The term "grievance" also includes any dispute or difference between the City and a recognized employee organization concerning the interpretation or application of any existing memorandum of understanding between the City and said recognized employee organization.

14.18 **"Lateral Transfer"** means the employment to the Police Department of experienced Police Officers from other law enforcement

agencies.

14.19 **"Miscellaneous Employee"** means any employee not designated as a sworn safety position.

14.20 **"Open List"** means an eligible list established without limiting candidates to employees of the City.

14.21 **"Promotional List"** means an eligible list established by limiting candidates to regular employees of the City.

14.22 **"Seniority"** means an employee's length of continuous service measured from the employee's last date of hire on a permanent basis by the City.

14.23 **"Unclassified Service"** means all those employees in classifications within the City which by ordinance or resolution have been so designated. As new classifications are adopted by resolution, the classification characteristics of the "classified" or "unclassified" shall be designated by the City Council for such classifications.

Currently, Unclassified Service includes the following:

14.23.1 Elected Officials.

14.23.2 Members of appointive boards and commissions.

14.23.3 Persons employed to render professional or expert services on a contractual basis.

14.23.4 Persons employed under a federally funded assistance employment program.

14.23.5 Temporary or part-time appointments of less than twelve (12) months duration, or those employed on an hourly basis.

14.23.6 Confidential Employees.

14.23.7 Unrepresented Executive Management Group Employees.

14.23.8 Division Management Employees.

14.23.9 Professional and Mid-Management Employees.

CITY OF SOUTH GATE

Effective:_____ Administrative Regulation 336

ADMINISTRATIVE REGULATION
HIRING POLICY

The following hiring policy shall be applicable to Municipal Employees' Association (MEA) and Professional Mid-Management Association (PMMA) positions. Executive Management, Division Management Association (DMA), and hourly positions are not subject to this policy. Hiring policies related to sworn peace officer positions belonging to the Police Officers' Association (POA) or the Police Management Association (PMA) shall be maintained by the Police Department, unless specifically provided for in this policy.

1. Initiation of Recruitment

Before initiating any recruitment, the department head may review the job classification specification for the position to identify whether updates are necessary. If updates are needed, the department head will collaborate with the Human Resources Department to propose revisions. The Human Resources Department will review these proposals, ensure compliance with the City's practices and applicable laws, and consult with the relevant labor association for approval. Once approved by the Personnel Officer and the labor association, the revised job classification specification will become effective.

Prior to the recruitment process, the department head may identify which qualifications (e.g., "desirable," "highly desirable," or "preferred") should be prioritized during the application screening process to rank minimally qualified applicants based on departmental needs. If no input is provided, the Human Resources Department will assign equal weight to all qualifications, following established practices and terms outlined in this policy. No changes to selection criteria are permitted once the recruitment process begins.

The department head may also submit any supplemental questions to be included as part of the application process prior to the initiation of the recruitment. Additional questions for inclusion in written or oral (panel interview) examinations may be submitted at any time **prior** to the department head or designated manager reviewing any of the application materials. The Human Resources Department will review these questions for compliance with laws, policies, and objectivity standards. All questions must be submitted and approved by the deadlines indicated above, including recommendations for additional score weighting. Modifications to the questions or their weighting are not allowed after the above-indicated deadline has passed.

Recruitments must be initiated as requisitions through the NEOGOV platform by the department head or a designated manager. Requests for recruitment may also be made to establish eligibility lists in anticipation of future vacancies.

As part of the initiation process, the department head or designated manager must recommend a recruitment timeline, specifying the duration of the recruitment period and whether early closure will occur after reaching a specified number of applications.

2. Announcements

Recruitment announcements will be distributed through multiple channels to ensure maximum visibility and outreach, including:

- **Internal notifications** (e.g., emails to all employees);
- **Public postings** on platforms like GovernmentJobs.com; and
- Other appropriate recruitment channels based on the position's requirements.

All announcements must be published at least fourteen (14) calendar days before the application deadline and include:

- The classification title of the position;
- Prescribed rates of pay;
- Qualification requirements;
- The final application date or conditions for early recruitment closure (e.g., reaching a maximum number of applications);
- Any supplemental questions related to the minimum/desired requirements of the position; and
- Any additional relevant information deemed necessary by the Personnel Officer.

Announcements may be tailored by the Personnel Officer to ensure alignment with City recruitment strategies and compliance with applicable laws.

3. Applications

Before being considered as a qualified candidate, applicants must complete an application online on governmentjobs.com. The Human Resources Department shall score the applications based on the following scoring criteria, unless modified by the department head or designated manager prior to the initiation of the recruitment process:

- 1 point: All "preferred" or "desirable" qualifications shall be provided one point. For each year of experience over the minimum number of years required, one point shall be provided. For each degree over the minimum education required, one point shall be provided.
- 2 points: All "highly desirable" qualifications shall be provided two points.
- 3 points: All veterans shall receive three points.

The Human Resources Department will rank applicants by score. Should the recruitment require a written examination, all candidates who successfully meet the minimum requirements will be invited to participate in the written examination. Unless guidance is provided to the Human Resources Department prior to the initiation of a recruitment as to the interpretation of a particular minimum qualification, the Human Resources shall determine the interpretation to apply to each screening. The identities,

applications, and recruitment materials for any disqualified candidates shall be kept confidential in Human Resources and not subject to review except by the City Manager.

Should the recruitment only require a panel oral interview, only the top 10 candidates will advance to the panel oral interview. This limit ensures all interviews can be conducted within one workday. With the Personnel Officer's approval, the department head may increase the number of candidates to a maximum of 15 prior to the start of recruitment. Once the recruitment is initiated, the number of candidates advancing to the oral interview cannot change.

At the sole discretion of the Personnel Officer, any applicant may be disqualified from continuing in the recruitment process for nondiscriminatory reasons, including but not limited to:

- Failure to meet the minimum qualifications for the position.
- False statements of any sort or failure to disclose material facts.
- Conviction of a misdemeanor involving moral turpitude or a felony relevant to the position.
- Lack of lawful U.S. residency.
- Fraudulent, deceitful, or otherwise improper conduct related to employment procedures.
- Physical unfitness to perform the duties of the classification.
- Any cause for discipline under applicable resolutions or conditions detrimental to the welfare of the City.

Upon finalizing the top ten list of candidates to advance to the oral examination/panel interview phase of the recruitment process, the Human Resources Department shall provide the department head four (4)working days to review up to the 20 most qualified candidates and their application materials to determine suitability for the desired position. If the department head or designated manager determines that one or more of the qualifying candidates ranked 11 or higher is more qualified than the least qualified of the top ten candidates and provides a reasonable, nondiscriminatory reason for removing the least qualified top ten candidate from consideration, he/she may replace him/her with the more qualified candidate. The Personnel Officer shall remove the least qualified of the top ten candidates from the recruitment process and replace him/her with the more qualified candidate initially ranking 11 or higher. If the department head or designated manager does not opt to review the finalized list of applicants within four (4) working days, or if the department head or designated manager is satisfied with the applicant list after review, the top ten candidates shall then advance to the oral examination/panel interview phase of the recruitment process.

The Human Resources Department will notify candidates of their application status, indicating either removal from the recruitment process or advancement to the next step. If a candidate advances to the next phase of the recruitment process, the notification will include the date, time, and location of the written and/or oral examination.

4. Competitive Process

Appointments will be determined by evaluating the relative merit and fitness of candidates. Examinations will be designed to test factors such as education, experience, aptitude, knowledge, skills, personality, character, physical fitness, and judgment.

In the event a position is eliminated, and a layoff must be implemented, and at the discretion of the Personnel Officer and approval of the affected employee association, any employee noticed of a layoff

may be placed into any open position for which he/she qualifies without having to participate in the competitive recruitment process. Employees accepting such an appointment to a position they have not held previously shall be placed on probation for six (6) months.

At the request of an employee or department head, and/or the direction of the City Manager, the City Manager may transfer employees within the same classification without using the competitive process. The City Manager may offer a lateral transfer within the City, but the employee is not required to accept the position. Employees accepting such a position do not have to serve a probationary period. However, once a vacancy has been posted, the vacancy must be filled through the competitive process.

5. Internal and/or Promotional Recruitments

Recruitment for positions may be conducted internally, if recommended by the department head. Recruitment requisitions on NEOGOV shall be identified as a "Promotional" recruitment, if the recruitment is to be so limited. Such recruitments shall be duly noticed to all employees through email and shall remain open to receive applications for no less than 14 calendar days. Such recruitments must yield at least one (1) qualified candidate to proceed beyond the application phase and, if no qualified internal applications are received, or an initially qualified candidate fails to pass a necessary examination to qualify for the position, the recruitment shall be converted to an open recruitment. Only City employees, including hourly employees, are eligible to apply for internal and/or promotional recruitments. Consultants, temporary staff, or any other person not on the City's official payroll are not considered eligible to apply for an internal and/or promotional recruitment.

6. Examination Administration

Examinations will be administered equitably for all candidates.

a. **Identity of Candidates:** Candidate identities will remain confidential and will be concealed in written examinations until grading is complete.

b. **Final Score:** A candidate's final score will be based on all tests and evaluations. Failure to achieve a passing score in any portion of the examination may result in disqualification from the entire process. Passing scores, typically 70%, will be determined by the Personnel Officer in consultation with the testing service prior to recruitment.

   Once the recruitment process is final, the Human Resources Department shall then create an eligibility list, which shall be effective:

   - Until all candidates have been considered for the position;
   - Until terminated at the City Manager's discretion in consultation with Human Resources when the list contains five (5) or more candidates;
   - Until decertified at the request of the department head to Human Resources when four (4) or fewer candidates remain on the list; or
   - For 12 months, and which may be extended another six (6) months at the request of the department head or by action of the Personnel Officer.

An eligibility list shall terminate on the date the list is set to expire and, once it has expired, it may not be extended. An eligibility list may be terminated at any time at the direction of the City Manager, after all candidates have been interviewed, considered, and there no longer remain any desirable candidates existing on the list. When the eligibility list contains four or fewer qualified candidates, the department head may request to have it decertified and initiate a new recruitment.

c. **Results:** Candidates will receive written notice of their test results indicating whether they passed or failed. Candidates shall not be entitled to review any of the application materials, including, but not limited to, examination questions, scoring and/or comments by interview panelists, and other factors that contributed to the determination of passing or failing. In the event a candidate wishes to discuss the results of the recruitment process, Human Resources shall review the materials and provide the candidate an overview of the results and recommendations on how to improve for the future recruitments. For any internal candidates interested in their performance, the Human Resources Department shall provide the same information to the candidate's department head, who shall then meet with the candidate to discuss how to be successful on future recruitments.

d. **Appeals:** Candidates may appeal any aspect of the announcement, administration, scoring, or preparation of eligibility lists in writing to the Personnel Officer within ten (10) days of the event. The decision of the Personnel Officer is final and not subject to further review or appeal.

7. Maintenance of Recruitment Records

Recruitment records will remain confidential and subject to review only by the City Manager, Personnel Officer, and Human Resources staff. These records will be maintained in compliance with all relevant federal and state statutes, and the City's applicable record retention policy.

8. Selection of Successful Candidate

Once the Human Resources Department has established an eligibility list, it shall notify the department head and send over the application materials (e.g., application, resume, cover letter, references, etc.) of the top five (5) candidates for the department head's review. For every additional open position, an additional candidate's application materials shall be sent.

No employee shall appoint, employ, or participate in a hiring decision involving any person within his/her immediate family, nor use his/her position to influence another City employee to hire a member of his/her immediate family. If the hiring manager knows or knows of an outside candidate in any capacity, he/she shall inform the Personnel Officer in writing of the extent of the relationship prior to the selection of any candidate for hire.

The City Manager delegates the authority to make final hiring selections to department heads; however, the Personnel Officer may suspend or cancel any hiring decision to prevent inconsistencies with the fairness of this policy. The department head or designated manager shall interview all eligible candidates and may take any one of the following actions:

- Select a candidate for each of the open positions. The department head will communicate his/her selection to the Human Resources Department, which will then prepare and issue a Conditional

Offer of Employment letter to the selected candidate(s). The department head **shall not** communicate this selection directly to the candidate or suggest to the candidate at any time he/she is the desired candidate until the Human Resources Department has issued a Conditional Offer of Employment to the candidate.

- Request that an interviewed candidate be "non-selected" and removed from further consideration by providing to the Personnel Officer a brief memorandum outlining the rationale for non-selecting the candidate for nondiscriminatory purposes. For each candidate non-selected, the Human Resources Department shall send the application materials for the next highest person on the eligibility list to the department head, who shall then interview that candidate. Non-Selected Candidate may request reconsideration by the Human Resources Department on the basis of discrimination, fraud, or violation of the hiring rules, policies, or procedures within four (4) calendar days of being noticed of non-selection.

- When an eligibility list contains four (4) or fewer qualified candidates, the department head may request that the list be decertified and initiate a new recruitment.

The Human Resources Department shall determine the conditions a candidate must successfully satisfy before a candidate is provided a start date. Such conditions shall be outlined in the candidate's Conditional Offer of Employment letter. All start and/or promotional dates shall be the first day of the first full pay period following successful completion of the pre-employment conditions; however, a department head may request to delay the hire date to any subsequent first day of the first full pay period by notifying the Human Resources Department as soon as practicable.

10. Equal Employment Opportunity Policy

The City of South Gate provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws. The City is committed to hiring and retaining the most qualified candidates based on demonstrated merit without bias or preference for any of the immutable characteristics outlined above.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

At the Personnel Officer's discretion, he/she may correct or halt a recruitment or appointment process if necessary to prevent selections that are inconsistent with this policy or with a determination of merit and fitness.

11. Changes to Hiring Policy

Any changes, modification, and/or updates to the Hiring Policy must be approved by the City Manager and unanimously approved by each of the impacted Associations after such changes have been negotiated through the meet and confer process.

Created: 7/15/2025

The City of South Gate and the City's Employee Associations (Division Management Association (DMA), Professional Mid-Management Association (PMMA), Municipal Employees' Association (MEA), Police Management Association (PMA), and the Police Officers' Association (POA)) met and conferred in good faith and all parties approve Administrative Regulation 336 – Hiring Policy by affixing their signatures below:

On behalf of the City of South Gate:

Print Name:	Rob Houston
Classification:	City Manager
Rep. Capacity:	Personnel Officer
Date:	8/30/2025
Signature:	Rob Houston

On behalf of the City of South Gate:

Print Name:	Jon Hamilton
Classification:	Director of Human Resources
Rep. Capacity:	Personnel Officer
Date:	8/30/2025
Signature:	

On behalf of DMA:

Print Name:	Glenn Massey
Classification:	Parks Superintendent
Rep. Capacity:	President
Date:	7/30/25
Signature:	

On behalf of PMMA:

Print Name:	Johanna Monterroza
Classification:	Training Manager
Rep. Capacity:	Vice President
Date:	7.15.25
Signature:	Johanna Monterroza

On behalf of MEA:

Print Name:	Brandon Williams
Classification:	Water Distribution Operator III
Rep. Capacity:	President
Date:	7/16/25
Signature:	

On behalf of PMA:

Print Name:	Carlos Corella
Classification:	Police Lieutenant
Rep. Capacity:	President
Date:	8-13-25
Signature:	

On behalf of POA:

Print Name:	~~Arturo Macias~~ ANTONIO MENDEZ
Classification:	Police Officer (SA DB)
Rep. Capacity:	~~Vice~~ President
Date:	8-27-25
Signature:	

Item No. 4

Office of the South Gate City Clerk
OCT 23 2025
FILED 3:39pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 28, 2025**
Originating Department: **Public Works**

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

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2025-03-CC WITH T.Y. LIN INTERNATIONAL, FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF THE CITYWIDE RESIDENTIAL RESURFACING, PHASE IV, CITY PROJECT NO. 699-ST

PURPOSE: To approve Amendment No. 1 to Contract No. 2025-03-CC with T.Y. Lin International, ("TY Lin") to fund additional Construction Management and Inspection Services for services for the Citywide Residential Resurfacing, Phase IV, City Project No. 699-ST ("the Residential Resurfacing Project IV"), through construction completion and project closeout.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 1 to Contract No. 2025-03-CC with T.Y. Lin International, ("Agreement") to provide additional construction management and inspection services for the construction of for the Citywide Residential Resurfacing, Phase IV, City Project No. 699-ST ("the Residential Resurfacing Project IV"), at a cost not to exceed $112,537; and

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

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 1 to the Agreement is in the amount of $112,537 and it will be funded with $89,247 in SB-1 Funds and $23,290 in Local Funds budgeted in the Fiscal Year 2024/25 Capital Improvement Program. The revised contract amount is $342,537, inclusive of the Agreement and Amendment No. 1. The total project budget is $5,700,325 which is funded with Local Funds ($1,881,000), Measure R Funds ($89,594), Urban Greening Fund ($250,000), CDBG Funds ($752,540) and State SB-1 Funds ($2,727,191).

ANALYSIS: The project is currently under construction. Under the original agreement, TY Lin was contracted to provide construction management and inspection services for a 100-working-day schedule, with early constructability and submittal reviews beginning in January 2025 and field construction starting on May 27, 2025.

Since then, the construction contract with Sequel Contractors ("Sequel"), Contract No. 2025-30-CC, was awarded for a longer 130-working-day schedule, with work expected to finish by December 5, 2025. To keep construction management services in line with this schedule, additional time is needed for TY Lin to continue supporting the project through completion.

Amendment No. 1 adds two more months of construction management and inspection services: one month to cover the extended construction period and another for project close-out activities. This extension encompasses the extra work requested by the City, weather-related delays, and unforeseen conditions encountered in the field.

Staff recommend approving Amendment No. 1 to Contract No. 2025-03-CC with TY Lin in the amount of $112,537 to extend services through January 31, 2026, ensuring proper completion and close-out of the project.

BACKGROUND: The Fiscal Year 2024/25 Capital Improvement Program (CIP) includes funding for two projects: the Citywide Residential Resurfacing, Phase IV, and the Citywide Sidewalk Improvements, Phase X. These projects aim to repair residential street pavement and replace damaged sidewalks. To improve efficiency, staff combined both projects into one construction effort under the Residential Resurfacing Project. This approach allows the City to complete pavement and sidewalk repairs at the same time, minimize disruption to residents and motorists, streamline project management, and reduce overall costs through a single, combined bid. The proposed agreement provides for the construction of both projects together.

On January 14, 2025, the City Council approved an agreement with TY Lin for construction management and inspection services in the amount of $230,000, based on a 100-working-day schedule. Construction began on May 27, 2025, with completion originally scheduled for December 5, 2025, totaling 130 working days.

Subsequently, on May 13, 2025, the City Council awarded Contract No. 2025-30-CC to Sequel Contractors in the amount of $3,546,573 for the construction of the project. This contract also established a 130-working-day schedule, beginning May 27, 2025, and ending December 5, 2025. A time extension was later required to address added project scope, weather delays, and unforeseen field conditions.

Amendment No. 1 extends TY Lin's contract to include two additional months of construction management and inspection services, adds the necessary scope of work to complete the project, and provides one extra month to support project close-out activities.

ATTACHMENTS:
A. Proposed Amendment No. 1 (including Exhibit A)
B. Contract No. 2025-03-CC
C. Budget Summary
D. Location Map

KT:lc

AMENDMENT NO. 1 TO CONTRACT NO. 2025-03-CC FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF THE CITYWIDE RESIDENTIAL RESURFACING, PHASE IV, CITY PROJECT NO. 699-ST ("THE RESIDENTIAL RESURFACING PROJECT IV"), BETWEEN THE CITY OF SOUTH GATE AND TY LIN INTERNATIONAL

This Amendment No. 1 to Contract No. 2025-03-CC for the Construction Management and Inspection Services for the Citywide Residential Resurfacing, Phase IV, City Project No. 699-ST ("Amendment No. 1") is made and entered into on October 28, 2025, by and between the City of South Gate, a municipal corporation ("City"), and TY Lin International, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on January 14, 2025, the City Council approved Contract No. 2025-03-CC with Consultant ("Agreement") for the Citywide Residential Resurfacing, Phase IV, City Project No. 699-ST to remain in effect through and including completion of the Scope of Services, in the amount of Two Hundred Thirty Thousand Dollars ($230,000).

WHEREAS, the City and Contractor/Consultant desire to execute Amendment No. 1 extending the term of the Agreement to remain in effect through and including completion of the Scope of Services, in an amount not to exceed One Hundred Twelve Thousand Five Hundred Thirty-Seven Dollars. ($112,537), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Three Hundred Forty-Two Thousand Five Hundred Thirty-Seven Dollars ($342,537).

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF WORK

City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

1.2 COMPENSATION.

The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed **One Hundred Twelve Thousand Five Hundred Thirty-Seven Dollars. ($112,537).**

2. EFFECT OF AMENDMENTS.
Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto shall remain in full force and effect. Without limiting the generality of the foregoing, the Agreement shall remain unchanged during the term of the Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

3. CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT. In accordance with California SB 1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure must be filed of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning a contract has been made. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Amendment.

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

TY LIN INTERNATIONAL:

By: _____
F.R. Clark Fernon, PE, Principal

Dated: _____

TYLin

10/07/2025

Attn: Ken Tang, P.E.
8650 California Avenue
South Gate, CA 90280

Subject: Additional CM Services for the Citywide Residential Resurfacing Project, PHASE IV, City Project No. 699-ST, and The East Frontage Road Pavement Project, City Project No. 674-ST

Dear Ken,

As you are aware, the construction schedule for the Residential Resurfacing Phase IV project is scheduled to be completed on December 3, 2025. At your request, we are pleased to send in our request for additional services to cover the construction schedule and 2 months of close-out period.

Our Construction Management Services are set to expire on October 15, 2025, and we now write to request your approval of a corresponding extension of our existing staff to address the additional requirements of the project.

Please refer to the attached document, prepared in response to the City's request. Key adjustments include the removal of all overtime hours—Bruce will no longer conduct inspections outside regular working hours; a reduction in Construction Management (CM) hours from 32 to 6 per month, thereby assigning the CM role to the City—TYLin will not serve as CM but remains available to provide guidance as needed; and a shift in responsibility for communications and pay estimates, which will now be managed directly by the City. TYLin's scope will be limited to inspection services, with the allocated CM hours used primarily for quantity compilation and data support.

Request Summary

In summary, we are asking the City to **increase our Construction Management budget for this project by an amount of $112,537 from $229,926 to $342,463. Please note that this amount does not include any future change order requests.**

We trust you will agree to the additional services described above and request your formal approval in order for us to continue our construction management services.

If you have any questions, please do not hesitate to give me a call at 949-460-4640.

Sincerely,

TYLin

Mazen Mneimneh, P.E.
Construction Services Manager

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AND CONSTRUCTABILITY REVIEW SERVICES

The Citywide Residential Resurfacing Project, PHASE IV, City Project No. 699-ST, and The East Frontage Road Pavement Project, City Project No. 674-ST (The Project) , SOUTH GATE)

Additional CM extension (From October 2025 to January 2026)

	BUDGETED AMOUNT												Additional CM Extension as of September 2025						
	PRECONSTRUCTION	CONSTRUCTION (5 months)																	
Initial Submitted budget Start schedule	J-23	F-23	M-23	A-23	M-23	J-23	No. of Hours	Rate/Hour	Total ($)	Amount Expended as of August 31, 2025	Remaining Amount as of September 1, 2025	Burn Rate per month	Oct-25	Nov-25	Dec-25	Jan-26	No. of Hours	Rate/Hour (5% Escalation)	Additional Total Request ($)
Actual Start	Tuesday, May 27, 2025	J-25	J-25	A-25	S-25	O-25									Close-out				
Month	1	2	3	4	5	6													
Preconstruction / Constructability Review (CM/RE - Mazen Mneimneh)	40						40	$290.00	$11,600	$10,145.00	$1,455.00	$3,170.31							$0
Project Coordination (CM/RE - Mazen Mneimneh)		32	32	32	32	32	160	$290.00	$46,400	$23,160.00	$23,240.00	$7,237.50	6	6	6	6	24	$304.50	$7,308
Construction Inspector		144	160	176	168	168	816	$188.00	$153,408	$107,577.00	$45,831.00	$33,617.81	84	128	120	120	452	$197.40	$89,225
Construction Inspector (OT Hours)																	0	$282.00	$0
Materials Testing (Ninyo and Moore)							LS		$17,000	$11,308.50	$5,691.50	$3,533.91					LS	0	$15,000
Admin & Project Support	2	2	2	2	1	2	11	$138.00	$1,518	$0.00	$1,518.00	$0.00	1	2	2	2	7	143.52	$1,005
CM Services Total									$229,926	$152,191	$77,736	$47,560							$112,537

Note:

1 - Schedule of Rate is based on one 8-hour shift, regular time rates.

2 - Per City's Request, Construction assumed to be up to 5 months with 40 hours constructability Review

3- Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations

4- Per the City's request, Construction Management (CM) hours have been reduced further from 32 to 6 hours per month, effectively designating the City as the Construction Manager

AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE IV, CITY PROJECT NO. 699-ST ("RESIDENTIAL RESURFACING PROJECT IV")

This Agreement for Professional Services for Construction Management and Inspection Services ("Agreement") is made and entered into on January 14, 2025, by and between the City of South Gate, a municipal corporation ("City"), and T.Y. Lin International ~~Group~~, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services for the Citywide Residential Resurfacing Project, Phase IV, City Project No. 699-ST ("Residential Resurfacing Project IV");

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the professional 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 OR SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Proposal as described in Exhibit "A." attached hereto and made a part of this Agreement. The Proposal may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Two Hundred Thirty Thousand Dollars ($230,000)** as described in Exhibit "B." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Engineer /Director of Public Works.

   2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.

   2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay Consultant within forty-five (45) days of receipt of the

invoice.

2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

3. **TERM OF AGREEMENT.** This Agreement is effective as of December 10, 2024, and will remain in effect for a period of one (1) year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Assistant City Manager/Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Assistant City Manager /Director of Public Works has the authority to provide that approval or authorization.

5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

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

6.2 **Termination for Cause.**

6.2.1 City may, by written notice to Consultant, terminate the whole or any part

of this Agreement in any of the following circumstances:

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

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

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City

governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

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

6.5.1 Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

6.5.2 Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than $1,000,000 for personal injury to any one person, $1,000,000 for injuries arising out of one occurrence, and $500,000 for property damages or a combined single limit of $1,000,000, with an aggregate of $2,000,000. Each such policy of insurance shall:

a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
b. Name and list as additional insured City, its officers and employees.
c. Specify its acts as primary insurance.
d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change."

e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 **Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 **Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.

6.8 **Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

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

6.8.2. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business

within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of the Consultant.

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.

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

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

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

6.12 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

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

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

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

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any

default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 **Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

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

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

6.20 **Entire Agreement and Amendments.** This Agreement, including Exhibits "A" and "B" hereto, which are incorporated herein by this reference, constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

6.21 **Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate
Arturo Cervantes
Assistant City Engineer/Director of PW
Public Works Department
8650 California Avenue
South Gate, CA 90280
E-mail: acervatnes@sogate.org
Telephone No.: (323) 563-9567

WITH COURTESY COPY TO:
City of South Gate
Yodit Glaze
City Clerk
City Clerk's Office
8650 California Avenue
South Gate, CA 90280
E-mail: yglaze@sogate.org
Telephone No. (323) 563-9511

TO CONSULTANT OR CONTRACTOR:
T.Y. Lin International
F.R. Clark Fernon, PE
Principal-in-Charge *(authorized to bind)*
707 Wilshire Boulevard, Suite 4900
Los Angeles, CA 90017
E-mail: joseph.smith@tylin.com

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

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

6.24 **Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

[Remainder of page left blank intentionally]

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: 5/1/2025

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

T.Y. LIN INTERNATIONAL ~~GROUP~~:

By: _____
Digitally signed by F.R. Clark Fernon
Date: 2025.02.14 15:56:10-08'00'
F.R. Clark Fernon, PE, Principal

Dated: February 14, 2025

Updated: 10/3/2025

FUNDING PLAN - RESIDENTIAL RESURFACING PROJECT, PHASE IV

CIP Account No.	Residential Resurfacing Project, Ph IV, 699-ST; Watermain Replacement Project, Ph I, 689-WTR RRP (IV) 311-790-31-9598; WRP (II) 411-731-71-9592; SW (X) 311-790-39-9490 RRP Phase IV and WRP Phase II (BASE BIDS)													Total
		Frontage Rd			CIP FY 23-24	CIP FY 24-25	Garfield Ave/Imperial Hwy		The Blvd. II	Long Beach Blvd. Project		SW Phase X	RRP, Phase IV	
Funding Sources	SB 1 Funds*	Water Funds	Gas Tax	Capital	SB 1 Funds	CDBG	Measure R	Prop C LR	Local Funds	Urban Green	Road Mitigation	SB 1 Funds (CIP FY 24-25)		
Budget	$250,437	$350,000	$ 800,000	$250,000	$480,385	$752,540	$89,594	$101,000	$170,000	$250,000	$210,000	$500,000	$1,496,369	$5,700,325
BKF Amendment 1,2,3,4	$239,641	$30,000	$80,000											$349,641
BKF Amendment 5			$6,226											$6,226
Elite Engineers Design U-turn Pocket Imperial Hwy								$26,000						$26,000
Willdan Design Firestone/Dearborn X-gutter									$22,000					$22,000
Construction Contract		$227,420	$547,780	$150,000	$360,000	$590,945	$89,000	$36,800	$92,200	$221,000	$159,600	$350,000	$814,028	$3,638,773
Construction Contingency base bid		$34,113	$82,167	$22,500	$54,000	$161,596		$5,520	$13,830	$29,000	$7,980	$52,500	$163,544	$626,750
Imperial Hwy/Garfield Ave timing mods								$5,000						$5,000
Santa Ana and Ardmore on LB timing mods											$10,000			$10,000
Construction Management (CM)		$10,000	$52,000	$14,400	$28,800							$28,000	$96,800	$230,000
Amendment 1 - CM Services		$8,000	$7,800	$2,880	$2,880				$4,610			$17,500	$68,867	$112,537
Staff Time and Support	$10,796	$40,467	$24,027	$60,220	$34,705		$594	$27,680	$37,360		$32,420	$52,000	$150,000	$470,269
Remaining Balance:	$0	$0	$0	$0	$0	($0)	$0	$0	$0	$0	$0	$0	$203,130	$203,130
Total Budget:	$5,700,325													$5,700,325

*1: CIP FY 22-23 Initially budgeted $537,437 SB 1 Funds Transferred $287,000 to RRP Phase II (12/13/2022, Item 8) — CC Item #6 6/27/2023

*2 $480,385 - CC Approved 6/13/2022, Item 8, and CIP Budget FY 23/24

*3 Sidewalk Phase X: $500,000 approved under FY 24-25 budget, 311-790-39-9490 — 6/25/2024, Item 2 CC meeting (SB 1 allocation CC)

*4 SB-1: $1,496,369 approved in FY 24-25 budget

*5 CDBG: $752,540 approved by the CAC 2/26/2025

*6 Unused Bal $89,594 approved: Metro TAC 10/16/24 (FA MR306.57)

*7 The Blvd. II Local Funds - $100K Development X-Road; $70K Measure R

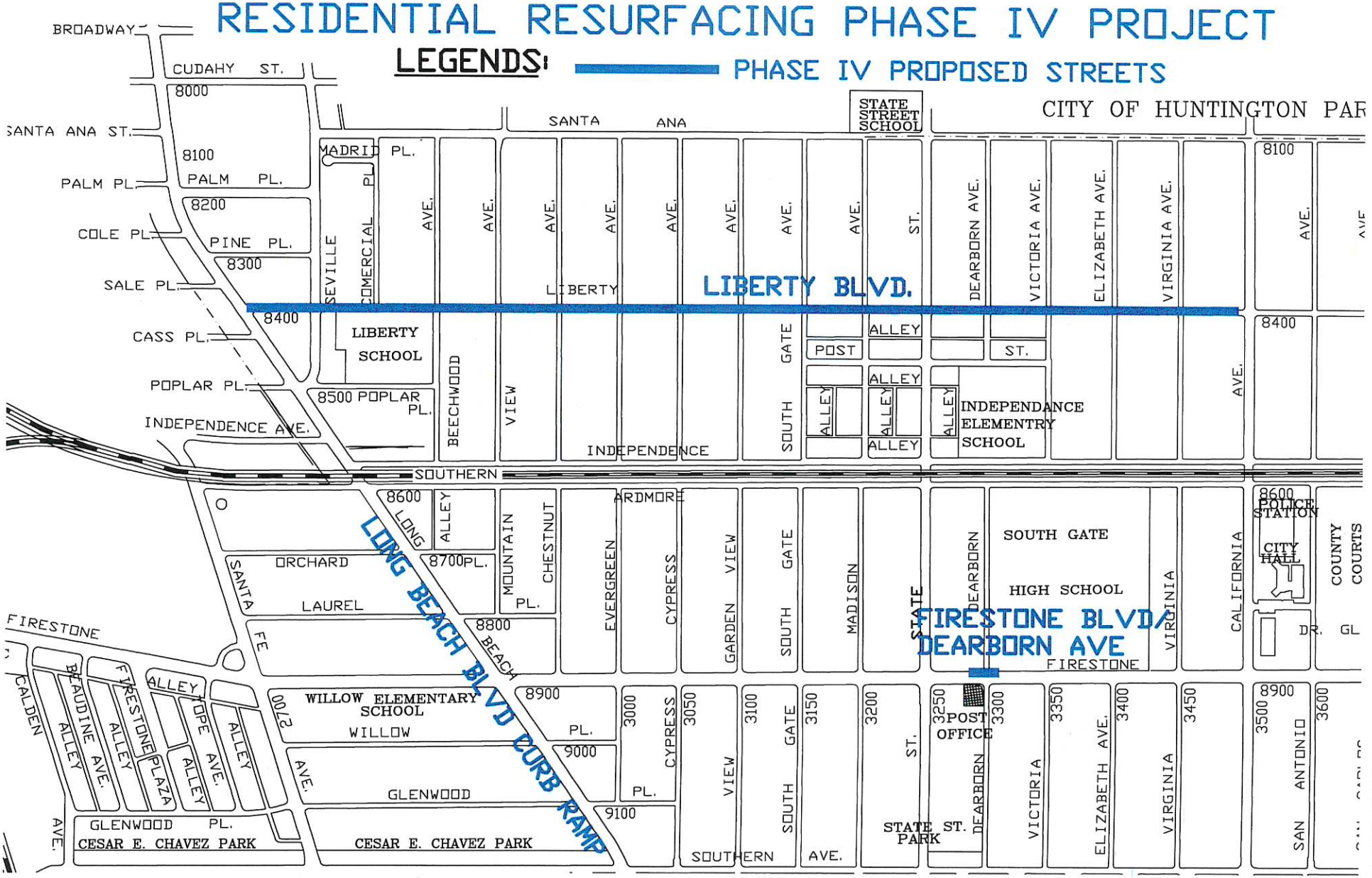
*8 Capital Reserved: $250,000 approved in FY 22-23 budget

*9 Water Fund (Watermain Replacement I): Available balance of $150,000 (Acc 411-731-71-9592)

*10 Transfer $594 from Fund 496-ST to Fund 699-ST to correct a staff report allocation error associated with Item No. 9 (5/13/2025) Staff Report

Attachment C

RESIDENTIAL RESURFACING PHASE IV PROJECT



Attachment D

IMPERIAL HWY
U-TURN POCKET
HILDRETH AVE
PINEHURST AVE
FRONTAGE ROAD (EAST)
INDUSTRIAL AVE
MADISON AVE
MISSOURI AVE
SOUTHERN AVE.
MISSOURI
IOWA
ILLINOIS
OHIO
KANSAS
MISSOURI
INDIANA
NEBRASKA
STANFORD AVE. PARK
STANFORD AVE. SCHOOL
ST. HELEN SCHOOL
WESTSIDE COMMUNITY CENTER
MONTARA ELEMENTARY SCHOOL
STATE
VICTORIA AVE. SCHOOL
SOUTHEAST HIGH SCHOOL
MONTARA AVE.
TWEEDY
MINNESOTA AVE.
UNINCORPORATED
ALAMEDA
PACIFIC
GARDEN
DUANE
DEEBLE
DEARBORN
VICTORIA
ELIZABETH
VIRGINIA
ALLEY
CALIFORNIA
SOUTHERN LN
SOUTHERN PL
FIRE STATION
AUDITORIUM
SPORTS CENTER
GIRLS CLUB HOUSE
SOUTH GATE RECREATION PARK
SENIOR CITIZENS CLUB HOUSE
VOSSLER AVE
SOUTHERN AVE.
PARK AVE
PARK PL
BENSON
HILDRETH
PINEHURST
ALLEY
LOS
SESSLER
RUSHTI RD
MEADOW
10701
LEEDS ST.
10801
IMPERIAL
RAWLINGS
11001
LONG BEACH FREEWAY
FRONTAGE ROAD (WEST)
FRONTAGE ROAD (EAST)
JOSE
MILLER
ROOSEVELT
MAIN ST.
HOLLYDALE COMMUNITY
HARDING
LINCOLN
HOOVER
FLORENCE
NEVADA AVE
CENTURY
SOMERSET RANCH
BLVD
PACIFIC RAILROAD
ANTONIO
SAN CARLOS
10200
10400
9200
9500
9600
9700
9800
9900
10000

Office of the
South Gate City Clerk

OCT 23 2025
FILED
11:30 am

Item No. 5

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 28, 2025**
Originating Department: **Parks & Recreation**

Director: Steve Costley (YC) ***City Manager:*** Rob Houston

SUBJECT: CHANGE ORDER NO. 4 TO CONTRACT NO. 2023-58-AC WITH EXECUTIVE MANAGEMENT SECURITY SERVICES.

PURPOSE: To extend the contract for Executive Management Security Services to include services through June 30, 2026.

RECOMMENDED ACTION: The City Council will consider:

a. Approving Change Order No.4 in the amount of $80,000 to Contract No. 2023-AC with Executive Management Security Services; and
b. Authorizing the Director of Administrative Services to execute Change Order No. 4 in a form acceptable to the City Attorney.
c. Approve the reappropriation of $80,000 from Salaries (Acct No. 100-401-61-5101) to Professional Services (Acct No. 100-401-61-6101) to fund the change order.

FISCAL IMPACT: There is no additional fiscal impact to the General Fund, as all necessary funds are already included within the current year budget. The total cost of Change Order No. 4 is $80,000, which will be covered using salary savings from the vacant Community Service Officer positions. Staff recommends reappropriating $80,000 from the Salaries account (100-401-61-5101) to the Professional Services account (100-401-61-6101) to properly align expenditures with their intended use and ensure adequate funding for the contract extension. This budget adjustment will not place additional pressure on the General Fund. Additionally, the Police Department has submitted a plan for allocations of funding from a Measure A grant, which includes $28,750 to offset the cost of Change Order No. 4. Once the Measure A grant allocation plan is approved and funds are received, the $28,750 will be allocated to reimburse General Fund.

REPORT SUMMARY: At the recommendation of the Director of Parks and Recreation and the Chief of Police, we are requesting that the Park Ranger program be supplemented with the services of Executive Management Security, Inc. from November 2, 2025 through June 30, 2026. The Parks and Recreation Department is still actively recruiting staff to fill vacant positions for the CSO/Park Ranger Program and have a staffing shortage as we head into the remainder of the fiscal year. Until such time that these positions are filled, the Police Department has been deploying resources, specifically to the parks, on an overtime basis to ensure the safety of the residents and those who

visit our parks and facilities. The use of South Gate Police Officers is exponentially more costly than that of Park Rangers and to help reduce the overall expense of park security we are recommending the use of Executive Management Security to enforce park rules and regulations and conduct homeless outreach to those who may be experiencing housing challenges.

Executive Management Security, Inc was overseeing security at both the Urban Orchard Project and the Hollydale Community Park Project for the Public Works Department. Additionally, the City has previously contracted with Executive Management Services for the same services being sought now in 2023. During the course of their deployment during the 2023 season, calls for service at the park dropped dramatically and the response from the public was positive. Both the Police Department and the Parks & Recreation Department believe that the results will be the same for this period of time while we continue to work on hiring additional Park Ranger staff.

ATTACHMENTS:
A. Change Order No.4
B. Contract No. 2023-58-AC
C. Executive Management Security, Inc Proposal

Attachment A

CITY OF SOUTH GATE
PARKS & RECREATION DEPARTMENT

CONTRACT/PO CHANGE ORDER

CHANGE ORDER #: 004 **CITY PROJECT #:** N/A

PROJECT TITLE: **PURCHASE ORDER #:** 0007832

CONTRACT #: Contract No 2023-58-AC **CHANGE REQUESTED BY:** A. MEDINA

CONTRACTOR: EXECUTIVE MANAGEMENT SECURITY SERVICES **DATE OF REPORT:** 10/23/25

	Cost	Comments
Original contract/PO amount	$ 115,000.00	
Previous Change Orders amount	79,365.00	
This Change Order amount	$ 80,000.00	
Total **increase** to contract (all change orders) to date:	$ 159,365.00	
Revised total contract amount to date:	$ 274,365.00	
Percentage of total increase (or decrease) to contract amount to date:	58%	

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid item Quantities

Item #	Detailed description	Contract Quantity	Previous Change Orders Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
1	**Change order need to cover cost of service from through June 30, 2026. Cost will be covered by vacant CSO positions in account 100-401-61-5101 and Measure A grant funds.**	0	0	1.00	1.00	1		$80,000.00	N/A
2		0	0	0.00	0.00	0			0
3		0	0	0.00	0.00	0			0
4		0	0	0.00	0.00	0			

NOTES:

Total Cost: **$80,000.00**

THE TOTAL AMOUNT OF THIS CHANGE ORDER IS: $80,000.00

Approval Recommended by: A. Medina Date: 10/23/25

Approved by: Steven Costley Date: 10/23/25
Director, Manager, Superintendent (department procedure)

Approved by: Date:
Director of Administrative Services

AMENDMENT NO. 2 TO CONTRACT N0. 2023-58-AC FOR PROFESSIONAL UNARMED SECURITY SERVICES BETWEEN THE CITY OF SOUTH GATE AND EXECUTIVE MANAGEMENT SECURITY, INC.

This Amendment No. 2 to Contract No. 2023-58-AC for Professional Security Services ("Agreement") is made and entered into on May 13, 2025, by and between the City of South Gate, a municipal corporation ("City"), and Executive Management Security, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of individuals with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement;

WHEREAS, on May 3, 2023, City and Consultant executed Contract No. 2023-58-AC for Professional Services ("Agreement"), in an amount not to exceed Forty-Nine Thousand Dollars ($49,000);

WHEREAS, March 26, 2023, City and Consultant executed Amendment No. 1 to Contract No. 2023-58-AC for Professional Services, in an amount not to exceed Ninety-Five Thousand Three Hundred Twenty-Two Dollars ($95,322); and

WHEREAS, City and Consultant desire to execute Amendment No. 2 to Contract No. 2023-58-AC for Professional Services, in an amount not to exceed **One Hundred and Fifteen Thousand ($115,000),** under the terms and conditions of the Agreement and Amendments No. 1 and 2 bringing the aggregate total of the Agreement, Amendments No. 1 & 2 to **Two Hundred Fifty-Nine Thousand Three Hundred Twenty-Two Dollars ($259, 322).**

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1. COMPENSATION. The total amount of compensation for Amendment No. 2 shall not exceed the sum of **One Hundred and Fifteen Thousand ($115,000)** City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement and Amendment No. 2. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.1.1 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or

materials, nor as evidence of satisfactory performance by the Consultant of its obligations under this agreement.

1.1.2 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.2 TERM OF AGREEMENT. This Agreement will remain in effect through and including November 1, 2025, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided herein.

EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT. In accordance with California SB 1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning a contract has been made must be filed. Therefore, the City requires that Consultant fill out and submit the California Levine Act Disclosure statement form available on the City website and file it with the City Clerk's Office prior to the approval of this Agreement.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: 5-20-2025

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

EXECUTIVE MANAGEMENT SECURITY, INC.:

By: Eddie Delgadillo
Eddie Delgadillo, President

Dated: 5-15-2025



2025/2026 Security/Homeless Outreach Proposal

Executive Management Security, Inc.

October 16, 2025

Steve Costley
9520 Hildreth Ave
South Gate, CA 90280

Steve:

Thank you for allowing us the opportunity to present our security service proposal. Our company's reputation as having the best quality service is a direct result of the individual attention and custom modifications we make and deliver to all of our clients.

Executive Management Security provides highly trained and motivated security guards on a consistent basis. Our security officers have extensive years of training and experience and take pride in ensuring that our client's properties are secure.

We welcome the opportunity to make you our client and partner.

I look forward to working with you in the near future. Please reach out to me if you have any questions or require clarification.

Sincerely,

Eddie Delgadillo

Eddie Delgadillo
President
(626) 616-4438

Executive Management Security, Inc.

Executive Management Security, Inc.
Commercial Security Services

TABLE OF CONTENTS

Statement of Company Qualifications	2
Company Information	2
Employment & Hiring	3
Training	4
Uniform Attire	5
Security Deployment Strategies	5/6
Cost of Service	7
Payment and Terms	7/8
Bureau of Security and Investigative Services Certificate	9
Certificate Liability Insurance	10
Organizational Chart	11

Executive Management Security, Inc.

Statement of Company's Qualifications

Executive Management Security, Inc., in South Pasadena, CA, is a leading provider of unarmed security guards. Our management team has provided professional security services to local cities, business executives, celebrities, foreign dignitaries, politicians, individuals, and residential and commercial owners for over twenty-five years. We are an elite security management company with the highest security, safety, and customer service standards. Our management team tailors our services to the unique needs of each client.

At Executive Management Security, our staff takes satisfaction in helping our clients. We welcome the opportunity to make you our client.

Company Information

Executive Management Security, Inc.
1441 Huntington Drive #1590
South Pasadena, California 91030
Office: (800) 686-6353
www.execmgmtsec.com

Executive Management Security, Inc. was founded in 2014. The company is incorporated in the State of California.

Organizational Chart

See attached Organizational Chart (Page 10)

Executive Management Security, Inc.

Employment & Hiring

All personnel actions including recruitment, selection, promotion, and discipline are made without regard to a person's disability, race, color, religion, sex, national origin, and age or veteran status. Executive Management Security complies with appropriate federal and state laws.

Executive Management Security Inc., utilizes various resources for the recruitment of personnel. In order to maintain a tenured and consistent workforce, we hire employees near each of our job sites.

Executive Management Security, Inc. has a four-step selection process for bringing on board qualified security guards.

Application
The application process allows our team to review and screen for qualified applicants in order to move forward in the recruitment process. Prior security guard and customer service experience are highly recommended and/or required depending on the scope of the role.

In-person Interview
Interviews are conducted by the company's senior management team to ensure applicants meet the skills and qualifications required to perform the role.

References, Background Check, and Offer
Once a candidate has been selected for the position, his or her professional references are contacted. We also verify candidates' employment history, including requesting information on job performance, strengths, and weaknesses. An offer is extended to successful candidates.

On-boarding & Placement
The final stage of the hiring process is a welcome interview with the president of the company and completion of the new hire package which includes the 1-9 verification and a copy of key policies. The employee will be placed in an account in which his/her experience and knowledge will fulfill the client's needs and expectations.

Executive Management Security, Inc.

Training

We have an outstanding record of success in providing exceptional service to our clients, customers, and partners. Our team members are provided with the following:

Customer Service: A four-hour interactive course in customer service skills necessary to prepare them for real-life scenarios including how to deal with difficult customers and/or situations. To ensure active participation, team members engage in role-playing and group activities. We focus on their customer service skills; given our presence in the field, we work very hard to ensure that our team is always ready to display a positive approach and a professional appearance.

Some of the topics covered in our training include:

- Conflict Management
- De-escalation
- Communication
- High Image Standards
- Quick guide on "Do's and Don'ts"

Active Shooter: Employees participate in a ***one-hour active shooter training course*** that covers the topics below:

- Warnings of signs of potential workplace violence
- How to prepare themselves for a threatening situation
- Recognizing signs that an active threat is near
- Options to take if confronted with a workplace shooter and execution of the plan.
- What to do when the police arrive on the scene

Harassment and Discrimination Training: Executive Management Security, Inc. provides a workplace free of harassment of employees by other employees, supervisors, managers, customers, visitors, vendors, or others doing business with or for the company, including harassment based on race, religious creed, color, national origin, religion, sex (including gender, sexual orientation, gender identity, and gender expression), age, ancestry, physical disability, mental disability, medical condition, marital status, registered domestic partner status, genetic characteristics or genetic information, pregnancy or childbirth, political activities or affiliations, citizenship status (except as may be required by law), or military or veteran status, or any other category protected by law. Executive Management Security, Inc. considers such harassment an act of misconduct that may subject an individual to disciplinary action, up to and including immediate termination. All supervisors and managers are responsible for implementing and monitoring compliance with this policy.

Executive Management Security, Inc. provides training to management as required by the State of California.

Executive Management Security, Inc.

Uniform Attire

We ensure our staff represents professionalism and uniformity at our job sites. Executive Management Security, Inc. will ensure that our staff is equipped with the proper uniforms and equipment to do their job well and safely. Executive Management Security, Inc. supplies our staff with black uniform shirts and black pants to ensure a professional appearance. Below is an outline of our uniform requirements. Security uniforms can be modified to address the needs of the client.

- Black Trousers
- Black Security Polo
- Black Belt
- Black Shoes

Security Deployment Strategies

Patrol and monitor public use of the City of South Gate's ten parks by vehicle or on foot. General principles and practices of park patrol and security.

Scope of Work

- Educate and advise the public on safety and cleanliness standards by explaining and enforcing park policies, regulations, and City ordinances relating to park and facility use.
- Homeless outreach providing information and direction for services.
- Open and secure park facilities, restrooms, gates, and trails.
- Ensure facilities are available for use and in a safe and clean condition; report problems concerning safety, security, sanitary conditions, and maintenance needs.
- Provide polite, courteous service to members of the public; respond to requests for service or provide referrals to other departments as appropriate.
- Coordinate with South Gate staff on the use of picnic shelters, sports fields, and other park amenities to post reserved signs and resolve conflicts and compliance issues. The guest must present a valid permit.
- Update daily patrol logs; complete maintenance logs daily, incident, vehicle accident, and employee injury reports, or other required reports as necessary.
- Investigate complaints and disputes in Community Services parks and facilities. needed; act as a courier when required.
- Assist with City and Department-sponsored community events, including supervision, event patrol, parking control, and set-up/break-down.
- Follow safe working practices and make appropriate use of related safety equipment as required.

- Document abandoned property, document incidents of graffiti and vandalism, and take a clear photograph.
- Write log entries, reports, and messages; complete forms and records; maintain records and files on work performed.
- Communicate effectively both verbally and in writing, and establish cooperative working relationships with City staff and the public.
- Safely follow directions; take appropriate courses of action in emergencies.
- Perform related duties and responsibilities as required

Conduct

- Exercise tact, self-restraint, and good judgment in stressful encounters and situations.
- Anticipate and solve problems. De-escalate situations, ***DO NOT*** contribute to them.
- Operate a motor vehicle safely and professionally. *(Refer to EMS Driving Policy)*
- Operate mechanical and electronic equipment, cell phones, BWC, and company-related equipment.

Notifying Authorities

- Communicate with law enforcement, as needed, Via cell phone or in person, and respond to low-level calls for service in parks and recreational facilities.
- If you encounter an injury or illness, notify the proper authorities.
- Identify, **DO NOT** remove, transport, or dispose of hazardous materials, hypodermic needles, and/or other drug paraphernalia – CONTACT PD to respond.

We consider our management team's expertise and effectiveness to be a key differentiator. Our management team will be available to develop custom requirements, procedures and answer any questions you may have. A supervisor will be assigned to the location to ensure overall contract compliance and performance evaluation of the on-site team. The same guards will be sent consistently to the account. However, a trained and familiar substitute will be necessary from time to time and the business will ensure that detailed policies and procedures about the job are forwarded to substitute guards by the supervisor.

Executive Management Security, Inc.

Cost of Service

Executive Management Security, Inc. has a thorough and complete understanding of the work to be accomplished and can provide the below-listed rate to cover your properties.

Specification	Security Guard Rate	Overtime Rate
Security Unarmed Guard	$38.50 per hour	$57.75 per hour

Executive Management Security Schedule ending 11-15-25 Site: PARK PATROL SOUTH GATE

Date/Day	11/2	11/3	11/4	11/5	11/6	11/7	11/8	11/9	11/10	11/11	11/12	11/13	11/14	11/15	Admin
Name	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
Guard		9A/430P	9A/430P	9A/430P	9A/430P	9A/430P			9A/430P	9A/430P	9A/430P	9A/430P	9A/430P		
		7.50	7.50	7.50	7.50	7.50			7.50	7.50	7.50	7.50	7.50		75.00
Guard	430P/12A					430P/12A	430P/12A	430P/12A					430P/12A	430P/12A	
	7.50					7.50	7.50	7.50					7.50	7.50	45.00
														Total=	120.00

120 HRS X $38.50 PER HR =$4,620.00

SAMPLE SCHEDULE

HOMELESS OUTREACH / PARK PATROL Nov 2 Through June 30, 2026

Pay Period	Regular Hours	OT Hours (Holiday)	Regular Rate	OT Rate	Regular Pay	OT Pay	Total Pay
Nov 2 - Nov 15	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
Nov 16 - Nov 29	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
Nov 30 - Dec 13	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
Dec 14 - Dec 27	112.00	8 Christmas Day	$38.50	$57.75	$4,312.00	$462.00	$4,774.00
Dec 28 - Jan 10	112.00	8 New Years Day	$38.50	$57.75	$4,312.00	$462.00	$4,774.00
Jan 11 - Jan 24	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
Jan 25 - Feb 7	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
Feb 8 - Feb 28	112.00	8 Presidents Day	$38.50	$57.75	$4,312.00	$462.00	$4,774.00
Mar 1 - Mar 14	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
Mar 15 - Mar 28	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
Mar 29 - April 11	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
April 12 - April 25	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
April 26 -May 9	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
May 10 - May 23	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
May 24 - June 6	112.00	8 Memorial Day	$38.50	$57.75	$4,312.00	$462.00	$4,774.00
June 7 - June 20	120.00	0	$38.50	$0.00	$4,620.00	$0.00	$4,620.00
June 21 - June 30	128.00	0	$38.50	$0.00	$4,928.00	$0.00	$4,928.00
						TOTAL=	$79,464.00

The coverage will begin on November 2, 2025, and end on June 30, 2026.

Executive Management Security will cover all guard/vehicle/maintenance/fuel costs.

The City of South Gate will not be responsible for any additional costs.

Executive Management Security, Inc.

Executive Management Security Inc. recognizes the following federal holidays, and our guards are to be compensated one and one-half times the employee's regular rate of pay for all hours worked on the following days:

- **New Year's Day**
- **Presidents Day**
- **Memorial Day**
- **Independence Day**
- **Labor Day**
- **Thanksgiving Day**
- **Christmas Day**

There is a 5-hour minimum per guard, per shift worked. If the need to cancel arises, the client shall cancel any manpower request at least twelve (12) hours before the beginning of the assignment. Failing to do so will result in the client paying a 5-hour minimum per each scheduled guard as if the guard had worked 5 hours.

Payment and Terms

Unless paid in advance, all charges are due and payable immediately upon submission of each invoice. If payment is not received within thirty (60) days of the invoice, the client shall pay two and one-half percent (2.5%) per month interest, as a finance charge on all late payments.

Executive Management Security, Inc.

CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO17745 — Valid Until: 04/30/2026

Receipt No. 12625

EXECUTIVE MANAGEMENT SECURITY
1441 HUNTINGTON DRIVE #1590
SOUTH PASADENA, CA 91030

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License. Renewal [illegible]

- - - - NON-TRANSFERABLE - - - - POST IN PUBLIC VIEW - - - -

1204 CERT04S.071823

Remove your new Pocket License from the receipt portion and carry it with you at all times.

(Please cut along the dotted lines)

Bureau of Security and Investigative Services
P.O. Box 989002
CONSUMER AFFAIRS West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO17745 Expiration 04/30/2026

QM, OWN OF
EXECUTIVE MANAGEMENT SECURITY
EDWARD DELGADILLO
1441 HUNTINGTON DRIVE #1590
SOUTH PASADENA, CA 91030

Receipt No 12625

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

IMPORTANT

1. Include your license number on any correspondence you send the Bureau regarding your private patrol operator license.
2. Changes to your address or name must be reported to the Bureau within 30 days. See the Bureau's website for information on how to report these changes.
3. If license is lost or stolen, you can apply for a replacement card. See the Bureau's website for application form.
4. Please carry the pocket license with you.

License No.	Expiration Date	Receipt No.
PPO17745	04/30/2026	12625

EXECUTIVE MANAGEMENT SECURITY

This is your RECEIPT. Please save for your records.

1204 CERT04P.071723

Executive Management Security, Inc.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nick Smadi
Business World Insurance Agency 7800 University Ave A-1 La Mesa CA 91942	PHONE (A/C, No, Ext): (619) 773-1100 FAX (A/C, No): (619) 773-1101 E-MAIL ADDRESS: Nick.smadi@insuremefree.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: STARSTONE SPECIALTY INSURANCE COMPANY — 44776
	INSURER B: KINSALE INS CO — 38920
	INSURER C: REGENT INS CO — 24449
	INSURER D:
	INSURER E:
	INSURER F:
INSURED EXECUTIVE MANAGEMENT SECURITY 1441 HUNTINGTON DRIVE #1690 SOUTH PASADENA CA 91030	

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] ERRORS & OMISSION INCLUDI GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	WSGL000458	12/07/2024	12/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ASSAULT & BATTERY	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	0100338948-0	12/07/2024	12/07/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y] — Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	202000946	09/20/2024	09/20/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	SEXUAL ABUSE/MOLESTATION			WSGL000458	12/07/2024	12/07/2025	AGGREGATE LIMIT EACH CLAIM LIMITS	$50,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCESS/UMBRELLA FOLLOWS FORM
[redacted]S NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

[redacted]

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

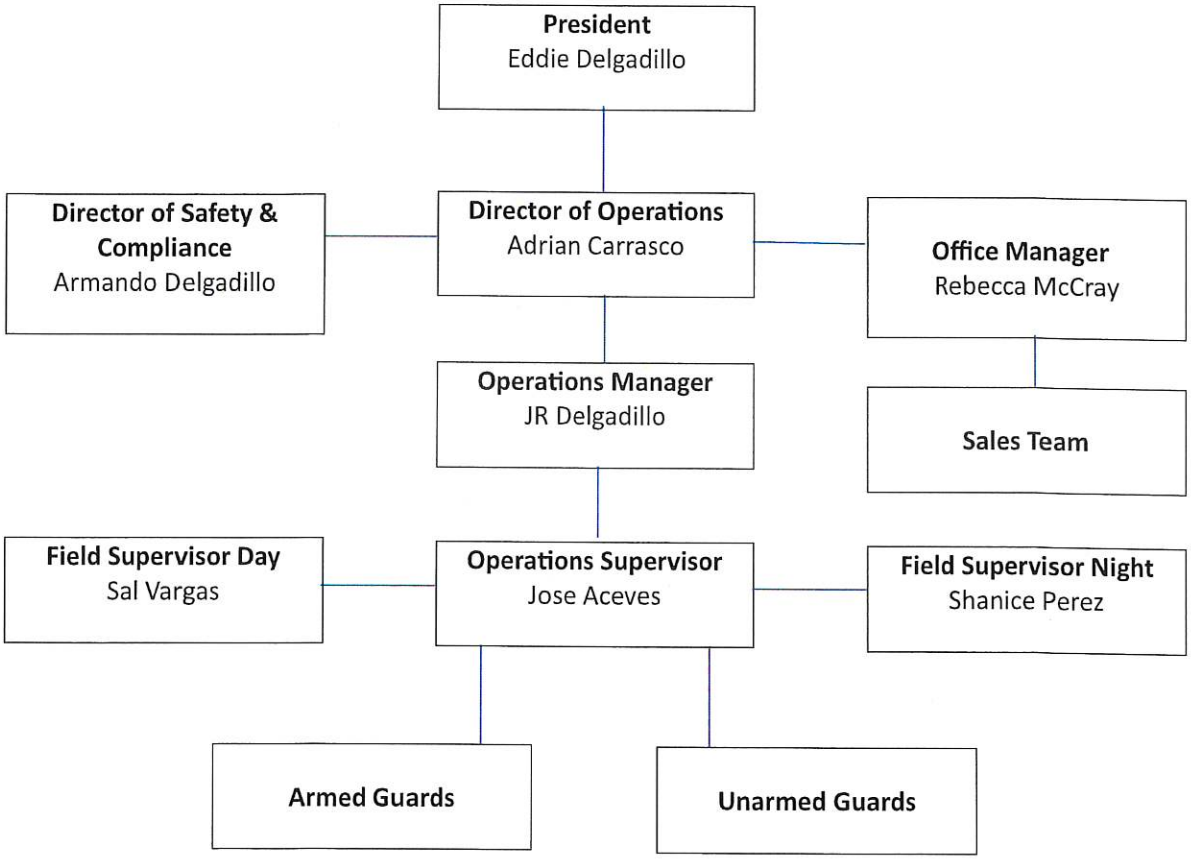
AUTHORIZED REPRESENTATIVE

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Executive Management Security, Inc.

EXECUTIVE MANAGEMENT SECURITY, INC.

ORGANIZATIONAL CHART



Office of the
South Gate City Clerk
OCT 23 2025
FILED
3:30 PM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 28, 2025**
Originating Department: **Public Works**

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

SUBJECT: AGREEMENT WITH CJ CONCRETE CONSTRUCTION TO PROVIDE SIDEWALK MAINTENANCE SERVICES

PURPOSE: The purpose of this item is to approve a maintenance agreement for the City's first large-scale sidewalk maintenance project using a new approach of grinding and ramping uplifted sidewalks. This method will allow more locations to be addressed under a single contract compared to past efforts, maximizing the value of the $1.1 Million project budget. The project will improve safety, reduce trip hazards, and lower the City's liability exposure.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving a Maintenance Services Agreement with CJ Concrete Construction, for sidewalk repair services, for an amount not to exceed $782,000;
b. Authorizing the City Manager to approve and execute amendments to the Professional Services Agreement up to a cumulative amount of $193,000;
c. Approving a budget amendment to add funding for part-time Engineering Aide assistance and transfer $125,000 in Gas Tax Funds from the Sidewalk Maintenance Services budget to fully fund the position, which is needed to provide inspections services; and
d. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The Agreement is in the amount of $782,000 which is budgeted in the Fiscal Year 2025/26 Operations and Capital Improvement Program Budget, as summarized below.

Service	Water	SB1	Gas Tax	Funds
Maintenance Agreement	$300,000	$300,000	$182,000	$782,000
Contingency			$193,000	$193,000
Management & Inspection			$125,000	$125,000
Total Budget	**$300,000**	**$300,000**	**$500,000**	**$1,100,000**

ANALYSIS: The City issued a Request for Proposals (RFP) for Sidewalk Maintenance Services through PlanetBids and received four (4) proposals from qualified maintenance contractors. Following a comprehensive evaluation and selection process, CJ Concrete Construction, Inc. was determined to be the highest-ranked and most qualified proposer.

Accordingly, staff recommend awarding a Maintenance Services Agreement to CJ Concrete Construction, Inc. in the amount of $782,000. This amount includes payment of prevailing wages and is consistent with industry standards for comparable maintenance services.

Although CJ Concrete Construction did not submit the lowest fee proposal, the City is not required to award this contract based solely on cost, as this procurement was conducted through an RFP process and is not subject to the Public Contract Code's low-bid requirements. The City is proceeding with the most qualified firm based on demonstrated experience, qualifications, and overall value. In addition, their first-year fee of $255,500 is reasonable, as it is below the $282,375 average of all proposals received.

In addition, to efficiently manage the sidewalk maintenance program while reducing costs, staff recommends budgeting a new part-time Engineering Aide position. The aide would provide basic field oversight of contractor work, including inspection, documenting quantities, monitoring compliance, tracking schedules, reporting field conditions, and maintaining project records to ensure the program is delivered as planned. Funding for this position will come from the project budget. City Council approval is requested to authorize budgeting this position in the amount of $125,000 for 12 months of service. This provides 4,432 hours of service at an hourly rate of $31. Upon completion of construction and project closeout, the position will be vacated.

BACKGROUND: The City maintains approximately 250 miles of sidewalks throughout residential, commercial, and industrial areas. Damage is common, most often caused by root intrusion from the City's extensive tree canopy. While City crews address immediate trip hazards, the backlog of repairs continues to grow each year, exceeding the Field Operations Division's capacity.

To address this need, Public Works is implementing a new strategy that emphasize grinding and ramping rather than full reconstruction. This cost-effective approach will allow far more locations to be repaired within the same budget. The Council is recommended to award this contract to begin the first phase of work. Once complete, staff will use the results to establish a routine citywide maintenance cycle that reduces the backlog and keeps sidewalks safe and accessible.

The project will be located citywide. Construction is anticipated to begin in November of 2025 and be completed in 12 months.

On June 16, 2025, the City issued a Request for Proposals (RFP) for sidewalk repair services. By July 17, 2025, submission deadline, four proposals were received in the City Clerk's Office, summarized below:

Contractor	Year 1	Year 2	Year 3	Proposed Contract
CJ Concrete Construction	$255,500	$261,500	$265,000	$782,000
Gentry General Engineering	$221,000	$231,800	$243,900	$696,700
Estate Design and Construction	$278,000	$299,000	$320,000	$897,000
We R Builders	$375,000	$393,225	$412,886	$1,181,111
Average Annual Fee Proposal	**$282,375**	**$296,381**	**$310,446**	**$889,202**

A selection committee, consisting of the Deputy Public Works Director, Associate Engineer, two Street and Sewer Maintenance Supervisors, and the Interim Street and Sewer Superintendent, conducted a thorough evaluation of the submissions and identified CJ Concrete Construction and Gentry General Engineering as the highest-ranked firms. Following interviews with both firms, the committee concluded that CJ Concrete Construction is the most qualified to provide the required services and hereby recommends award of the contract to CJ Concrete Construction. CJ Concrete Construction offers the following:

- **Experienced and Qualified Company** – The company has more than 30 years of professional services experience in the concrete industry.

- **Successful Track Record** – CJ Concrete Construction has provided services in several cities across California, including work for the City of South Gate.

- **Competitive Costs** – CJ Concrete Construction offers competitive costs, including prevailing wages.

ATTACHMENT: A. Proposed Agreement (including Exhibit A)

EM/HF:lc

AGREEMENT FOR SIDEWALK MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND C J CONCRETE CONSTRUCTION, INC.

THIS AGREEMENT FOR SIDEWALK MAINTENANCE SERVICES ("**Agreement**") is entered into as of October 28, 2025, by and between the City of South Gate, a municipal corporation (the "**City**") and C J Concrete Construction, Inc., a California corporation (the "**Contractor**"), with reference to the following facts:

RECITALS

A. The City maintains approximately 250 miles of sidewalks throughout residential, commercial, and industrial areas.

B. Damage to those sidewalks is common, most often caused by root intrusion from the City's extensive tree canopy.

C. While City crews address immediate trip hazards, the backlog of repairs continues to grow each year, exceeding the City's Public Works Department Field Operations Division's capacity.

D. To address this need, the City's Public Works Department is implementing a new maintenance and repair strategy that emphasizes grinding and ramping uplifted sidewalks, rather than full reconstruction; this cost-effective approach will allow far more locations to be repaired within the same budget.

E. On June 25, 2025, the City issued a Request for Proposals (the "**RFP**"), seeking proposals from maintenance contractors who could perform this sidewalk maintenance and repair work.

F. Contractor submitted a proposal in response (the "**Proposal**"), outlining the terms and conditions under which it would be willing to perform the work identified in the RFP. Contractor represented in the Proposal, and does hereby represent to the City, that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to perform the services described in the RFP. A copy of the Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference.

G. The City has accepted Contractor's Proposal, and Contractor does hereby offer to perform maintenance services with described therein and in the RFP, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

H. The City is willing to accept this offer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

AGREEMENT

1. **Engagement and Scope of Work**. The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the grinding, ramping, and other sidewalk maintenance services identified In the RFP and the Proposal (the "**Work**"). If and to the extent the RFP or the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control. No Work shall be conducted on private property.

2. **Compensation Payable by City to Contractor**. The maximum amount of compensation to be paid to Contractor hereunder shall not exceed **Seven Hundred Eighty-Two Thousand Dollars ($782,000.00)**, 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, is set forth in the Proposal. Except as may be specifically set forth in the Proposal or approved by the City 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 the Proposal, 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 October 29, 2025, and shall terminate on October 31, 2026, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. 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 maintenance 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 or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. 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 representative City sidewalks 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 similar maintenance services in the City.

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 sidewalks 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 sidewalks. 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 with in 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, hold harmless and defend (using counsel acceptable to the City) the City and its officers, managers, directors, agents, and employees from and against all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including without limitation reasonable attorney's fees, arising out of or attributable to Contractor's performance or failure to perform its obligations under this Agreement.

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 email 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 addresses as the receiving party may from time to time specify by written notice to the other party: Each party agrees that the attorney for such party shall have the authority to deliver notices on such party's behalf to the other party or parties hereto.

To the City:
The City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Arturo Cervantes
Assistant City Manager and
Director of Public Works
Telephone No.: (323) 563-9512
Email: acervantes@sogate.org

With copies (which shall not constitute notice) to:

Craig D. Hardwick, Esq.
Frost Brown Todd
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Email: CHardwick@fbtlaw.com

And

The City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Yodit Glaze, City Clerk
Telephone No.: (323) 563-9511
Email: yglaze@sogate.org

To Contractor:

C J Concrete Construction, Inc.
10142 Shoemaker Avenue
Santa Fe Springs, California 90670
Attn: John C. Sarno, CEO
Telephone No.: (____) _____
Email: _____

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

_____
_____
_____
Attn: _____
Telephone No.: (____) _____
Email: _____

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

20.3 **Incorporation of Recitals and Exhibits**. All 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**. If either party is delayed or hindered in, or prevented from, the performance of any act or the payment of any amounts required under this Agreement by reason of a "Force Majeure" as defined below, then performance of such act will be excused for the period of delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. As used herein, the term "**Force Majeure**" means any one or more of the following to the extent not caused by the party claiming the delay: (a) fire, earthquake, flood or other natural disaster; (b) interruption of any public utilities, including without limitation electricity, gas, water, sewer or telephone service; (c) governmental action or inaction, including without limitation failure, refusal or delay in issuing permits, approvals and/or authorizations; (d) governmental declarations of local, regional, state-wide or national emergencies, including without limitation governmental declarations which mandate or recommend the full or partial closure of the performing party's business; (e) restrictive governmental laws, regulations or orders; (f) strikes, lock-outs, or similar labor interruptions; (g) inability to procure necessary construction materials; (h) riots, civil unrest or insurrection; (i) criminal activity; (j) terrorism; (k) war; (l) epidemics and/or pandemics; (m) quarantines; or (n) any other unusual and unforeseeable delay not within the reasonable control of the party delayed.

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 conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

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.).

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"
CITY OF SOUTH GATE

By:_____
Maria Davila, Mayor

Dated: October ___, 2025

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

"CONTRACTOR"
C J CONCRETE CONSTRUCTION, INC.

By:_____
Jon C. Sarno, CEO

Exhibit "A"

Proposal

[Attach C.J. Concrete Construction's Proposal Here]

AS13772.0860872 4919-0177-9570v1

CJ CONCRETE CONSTRUCTION, INC.

10142 SHOEMAKER AVE.

SANTA FE SPRINGS, CA 90670

License No.: 720989 Exp: 04/30/2026

DIR: 100 000 2154

PHONE: (562)777-2222

FAX: N/A

CJ CONCRETE CONSTRUCTION, INC.

10142 Shoemaker Ave.
Santa Fe Springs, CA 90670
Phone No.: (562)777-2222

License No.: 720989
A-General Engineer
DIR: 1000002154

Subject: Request for Proposal (RFP) for Annual Sidewalk Maintenance

CJ Concrete Construction, Inc. is excited to submit our bid for the upcoming project for sidewalk cutting, asphalt ramping of sidewalk, and remove of temporary asphalt and replacement of concrete sidewalk. We are committed to delivering the highest quality workmanship and ensuring that every aspect of the project meets the highest standards of excellence.

Company Overview: CJ Concrete Construction, Inc. has been a trusted name in the construction industry since 1995. With over 30 years of experience, we specialize in delivering high-quality concrete solutions, including curbs, gutters, sidewalks, driveways, and ADA ramps. Our commitment to excellence and customer satisfaction has earned us a reputation for reliability and superior craftmanship.

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Subject: Past Projects

- Description of Project and Services Performed: OMNIBUS CONCRETE REPAIRS / REPLACEMENT OF DAMAGE & DETERIORATED CONCRETE SIDEWALKS
- Client/Owner Project Contact Information: CITY OF SANTA ANA
  - First and Last Name: DANNY SWAIN
  - Title: Project Manager
  - Address: 20 CIVIC CENTER PLAZA, SANTA ANA, CA 92701
  - Email Address: DSWAIN@SANA-ANA.ORg
  - Phone Number: (714) 647-5400
  - Contract Amount: $3,700,000.00

- Description of Project and Services Performed: CITYWIDE ANNUAL CONCRETE / ON-CALL ANNUAL CONCRETE IMPROVEMENTS
- Client/Owner Project Contact Information: CITY OF BELLFLOWER
  - First and Last Name: PHILIP WANG
  - Title: Project Manager
  - Address: 16600 CIVIC CENTER DRIVE., BELLFLOWER, CA 90706
  - Email Address: pwang@bellflower.org
  - Phone Number: (562)804-1424
  - Contract Amount: $2,417,500.00

- Description of Project and Services Performed: SIDEWALK IMPROVEMENTS IN VARIOUS LOCATIONS / BRYAN STREET AND COCHRAN AVE SIDEWALK IMPROVEMENTS
- Client/Owner Project Contact Information: CITY OF RIVERSIDE
  - First and Last Name: MARK MENSEN
  - Title: Project Manager
  - Address: 3900 MAIN STREET, RIVERISDE, CA 92501
  - Email Address: MMensen@riversideca.gov
  - Phone Number: 951-826-5990

- Contract Amount: $949,556.00

- Description of Project and Services Performed: CURB RAMP INSTALLATION / CDBG ADA CURB RAMP INSTALLATION PROJECT
- Client/Owner Project Contact Information: CITY OF EL SEGUNDO
  - First and Last Name: FLORIZA RIVERA
  - Title: Project Manager
  - Address: 350 Main Street, El Segundo, CA 90245
  - Email Address: frivera@elsegundo.org
  - Phone Number: (310)524-2361
  - Contract Amount: $265,400.00

- Description of Project and Services Performed: CONCRETE IMPROVEMENT / CONCRETE IMPROVEMENT PROJECT
- Client/Owner Project Contact Information: CITY OF EL SEGUNDO
  - First and Last Name: FLORIZA RIVERA
  - Title: Project Manager
  - Address: 350 Main Street, El Segundo, CA 90245
  - Email Address: frivera@elsegundo.org
  - Phone Number: (310)524-2361
  - Contract Amount: $195,073.00

- Description of Project and Services Performed: On Call Maintenance
- Client/Owner Project Contact Information: CITY OF IRVINE
  - First and Last Name: Billy Walker
  - Title: Project Manager
  - Address: 1 Civic Center Plaza, Irvine, CA 92606
  - Email Address: bwalker@cityofirvine.org
  - Phone Number: (949)724-7616
  - Contract Amount: $922,984.78

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- Description of Project and Services Performed: Hardscape Maintenance
- Client/Owner Project Contact Information: CITY OF LAKEWOOD
  - First and Last Name: Tiffany Karzen
  - Title: Project Manager
  - Address: 5050 Clark Ave, Lakewood, CA 90712
  - Email Address: tkarzen@lakewoodca.gov
  - Phone Number: (562)866-9771
  - Contract Amount: 10,000,000.00 since 2004

- Description of Project and Services Performed: Sidewalk Rehabilitation Project FY2024-2025
- Client/Owner Project Contact Information: CITY OF MAYWOOD
  - First and Last Name: Rudolph Rodriguez
  - Title: Project Manager
  - Address: 4319 E Slauson Ave, Maywood, CA 90270
  - Email Address: rudolph.rodriguez@transtech.org
  - Phone Number: (626)656-0394
  - Contract Amount: 72,624.00

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Subject: Company Key Staff

Hector Hernandez – General Superintendent

Hector Hernandez is the General Superintendent of CJ Concrete Construction, Inc. He has thirty-one (31) experience in the general engineering and landscape fields. While attending college he has began working in the landscape field. He was noticed by various general contractors and was given an opportunity to join a concrete crew.

He has a strong knowledge of engineering, concrete and landscape construction, He has been with CJ Concrete Construction Inc. from the beginning and has overseen all the various construction projects completed.

TBD - Foreman

The foreman is responsible for overseeing daily construction site activities, ensuring projects are completed on schedule and within budget. Key duties include supervising and directing tradespeople, coordinating with project managers and other stakeholders, conducting quality control checks, and enforcing safety protocols. The foreman also troubleshoots issues, manages materials and equipment, and maintains accurate records of progress and incidents. Effective communication, problem-solving, and leadership skills are essential for success in this role.

Jenifer Hernadez – Project Manager

The project manager oversees construction projects from inception to completion, ensuring timely, budget-friendly, and quality delivery. Key responsibilities include developing project plans, managing budgets and schedules, providing submittals, coordinating with clients, architects, engineers, and contractors, and monitoring progress. They identify and mitigate risks, resolve conflicts, and ensure compliance with regulations and safety standards. Effective communication, strategic planning, and problem-solving skills are crucial for success in this role, as project managers balance competing demands to deliver projects that meet client expectations.

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Rachel Jimenez – Payroll Officer

The payroll officer is responsible for managing the accurate and timely payment of construction employees, ensuring compliance with labor laws and company policies. Key duties include processing payroll data, tracking hours worked, calculating wages and benefits, and handling deductions and taxes. They also maintain employee records, resolve payroll discrepancies, and provide support during audits. Additionally, the payroll officer may be involved in benefits administration, workers' compensation claims, and reporting requirements, requiring strong attention to detail and organizational skills.

INDUSTRIAL SAFETY RECORD FORM

BIDDER'S NAME: CJ CONCRETE CONSTRUCTION, INC.

	Current Year of Record	2025	2024	2023	2022	2021	Total
Number of contracts	05	05	17	10	10	10	52
Total dollar amount of contracts (in thousands of dollars)	03	03MM	30MM	20MM	14MM	10MM	77MM
Number of fatalities	00	00	00	00	00	00	00
Number of lost workday cases	00	00	00	00	00	00	00
Number of lost workday cases involving permanent transfer to another job or termination of employment	00	00	00	00	00	00	00

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ATTACHMENT 1

COST FORM

Base Bid

Item #	Description	Unit	Estimated Annual Quantity	Year 1 - Unit Cost	Year 1 - Total Cost	Year 2 - Unit Cost	Year 2 - Total Cost	Year 3 - Unit Cost	Year 3 - Total Cost
Task 1	Sidewalk Cutting	EA	500	$125.00	$62,500.00	$135.00	$67,500.00	$140.00	$70,000.00
Task 2	Asphalt Ramping of Sidewalk	EA	300	$600.00	$180,000.00	$600.00	$180,000.00	$600.00	$180,000.00
Task 3	Removal of Asphalt Patch and Installation of Concrete	SF	1000	$13.00	$13,000.00	$14.00	$14,000.00	$15.00	$15,000.00
	Total			$738.00	$255,500.00	$749.00	$261,500.00	$755.00	$265,000.00

*Estimated annual quantities are subject to change based on unit pricing, as the intent is to maintain the selected contractor's engagement throughout the year.

* Quantities per task may vary month to month.

LG

Additive Alternative Schedule

Item #	Description	Unit	Year 1 - Unit Cost	Year 2 - Unit Cost	Year 3 - Unit Cost
1.	Remove and Replace Sidewalk	SQ	$13.00	$14.00	$15.00
2.	Paint Asphalt Patch to match surrounding concrete	EA	$300.00	$300.00	$300.00

28

ATTACHMENT 2 – LIST OF SUBCONTRACTORS

NAME OF BIDDER CJ CONCRETE CONSTRUCTION, INC.

LIST OF SUBCONTRACTORS

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, including Sections 4100-4113. The prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent of the prime contractor's total bid.

Subcontractors listed must be properly licensed for the type of work they are to perform and their license numbers must be indicated below. Do not list alternate subcontractors for the same work.

Name & Address of Subcontractor	Specific Description of Subcontract

1. Name CASELAND SURVEYING, INC — SURVEYING PORTION
   Address 614 N ECKOFF STREET — ORANGE, CA 92868
   License No. L5411 — Email Address clsi@caselandsurveying.com
   Classification Surveying

   Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: 100 000 1533

2. Name PRECISION CONCRETE CUTTING — SIDEWALK CUTTING
   Address 13089 PAYTON DR. — CHINO HILLS, CA 91709
   License No. 925449 — Email Address socalpcc@safesidewalks.com
   Classification SIDEWALK CUTTING

   Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: 100 000 3322

3. Name _____ — _____

Address_____ _____

License No._____ Email Address_____

Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

4. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

D.I.R.P.W.C. Registration No: _____

5. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

6. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

ATTACHMENT 3 – CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the bidder has successfully and properly completed projects of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Three (3) of recent comparable projects completed are below:

1. Project Name OMNIBUS CONCRETE REPAIRS

Description REPLACEMENT OF DAMAGE & DETERIORATED CONCRETE SIDEWALKS

DANNY SWAIN	PROJECT MANAGER	DSWAIN@SANTA-ANA.ORG
Person to Contact	Job Title	Phone No.
CITY OF SANTA ANA	$3,700,000.00	DECEMBER 2023
City	Contract Amount	Date Completed

2. Project Name ON-CALL MAINTENANCE

Description MAINTENANCE IN VARIOUS LOCATIONS AROUND THE CITY

BILLY WALKER	PROJECT MANAGER	(949)724-7616
Person to Contact	Job Title	Phone No.
CITY OF IRVINE	$922,984.78	APRIL 2023
City	Contract Amount	Date Completed

3. Project Name ON-CALL ANNUAL CONCRETE IMPROVEMENTS

Description CITYWIDE ANNUAL CONCRETE

PHILIP WANG	PROJECT MANAGER	(562)804-1424
Person to Contact	Job Title	Phone No.
CITY OF BELLFLOWER	$2,417,500.00	DECEMBER 2024
City	Contract Amount	Date Completed

Failure to complete this portion of the bid shall at the City's discretion constitute the basis to

either declare the apparent low bidder's bid non-responsive or declare the bidder to be non-responsive.

Signed _____ Title PRESIDENT

Dated this 10 day of JULY, 2025

ATTACHMENT 4 – CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any construction contract.

Submitted By: CJ CONCRETE CONSRTUCTION, INC.
Name must correspond with the Contractor's License

✓ Corporation _____ Partnership _____ Individual _____ Joint Venture

If a corporation, under the laws of what State is it organized? CALIFORNIA

California Regional Office (s): _____

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years experience in construction work under current organization?

(a) As a General Contractor? 29 YEARS From 1996 to 20 25 / CURRENT

(b) As a Subcontractor? _____ From ___ to 20___

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE No. AND NAME OF PERSON TO CONTACT
OMNIBUS CONCRETE REPAIRS / REPLACEMENT OF DAMAGE & DETERIORATED CONCRETE SIDEWALKS	DECEMBER 2023	CITY OF SANTA ANA (714)647-5400 DANNY SWAIN
CITYWIDE ANNUAL CONCRETE / ON-CALL ANNUAL CONCRETE IMPROVEMENTS	DECEMBER 2024	CITY OF BELLFLOWER (562)804-1424 PHILIP WANG
SIDEWALK IMPROVEMENTS IN VARIOUS LOCATIONS / BRYAN STREET AND COCHRAN AVE SIDEWALK IMPROVEMENTS	MAY 2025	CITY OF RIVERSIDE (951)826-5990 MARK MENSON

B. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ____ NO ✓. If so indicate the name of each agency, dates, and the circumstances.

C. Have you or your company been denied an award of an Owner contract not withstanding submission of the lowest responsive bid? YES ____ NO ✓. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

D. Has your company been assessed liquidated damages by any Owner? YES ____ NO ✓. If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.

E. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES ____ NO ✓. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

F. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES ____ NO ✓. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

G. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES ____ NO ✓. If so, state the circumstances, including the reason for submittal of false material.

H. Is your company currently asserting against any Owner any construction claim (s) in excess of $100,000.00, or has your company made such claim (s) against any Owner? YES ____ NO ✓. If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.

I. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation? YES ____ NO ✓. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

ADDITIONAL INFORMATION AND/OR COMMENTS

Use this page for providing requested or additional information or for any comments. If no comments or additional information, write "NONE" at the top of this page. (Duplicate this page if more space is needed). Add corresponding "letter" of each question that the information or comment pertains to.

NONE

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Subject: Work Schedule

Prior to commencing the project, we notify nearby residents and business owners in the area with advance notices. Once the project begins, the process unfolds in several key stages. First, we use saw cutting to demarcate and prepare the designated work areas. Next, demolition takes place to clear the site. The area is then graded to ensure a level surface. Following this, framing is constructed to shape the new layout. With the formwork in place, concrete is poured to create the new surface. Finally, we completed the project with backfilling and asphalt slot paving to restore and finish the area.

Office of the
South Gate City Clerk

OCT 23 2025

FILED
1:30pm

Item No. 7

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 28, 2025**
Originating Department: **Community Development**

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

SUBJECT: AGREEMENT WITH PERMITECH SOLUTIONS CORPORATION, SUCCESSOR IN INTEREST TO TELECOM LAW FIRM, P.C., FOR WIRELESS CONSULTING SERVICES

PURPOSE: To approve an Agreement with PermiTech Solutions Corporation ("PermiTech") to provide wireless consulting services.

RECOMMENDED ACTIONS:

a. Approve Agreement with PermiTech to provide wireless consulting services; and
b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The consultant will charge $2,450.00 per application reviewed. For purposes of the agreement, the total amount of compensation has been set at a not-to-exceed sum of $50,000.00. The exact amount of applications and fees to be billed from the consultant is unknown at this time. Fees will be paid from deposit funds received from telecommunication companies proposing to install or modify wireless telecommunication antennas in the City. These deposits will create a net-zero impact on the General Fund, meaning that the permittee will pay at-cost for all expenditures deriving from the request.

ANALYSIS: The City expects to receive and review wireless telecommunication applications with various telecommunication companies (i.e., Verizon, AT&T, T-Mobile, Crown Castle, Mobilitie, and others) and desires to engage the specialized services of PermiTech to provide services, as needed.

BACKGROUND: On July 27, 2021, the City executed Contract No. 2021-96-CC for an agreement with Telecom Law Firm, P.C. ("TLF") to provide specialized legal services on wireless and wired telecommunication law and wireless consulting services. In September 2025, City staff was informed that TLF's legal services (legal and privileged) will be transferred to Colantuono, Highsmith & Whatley P.C. ("CHW"), and wireless consulting services had been transferred to PermiTech. For the purpose of this report, the focus is on wireless consulting services with PermiTech.

PermiTech was formerly an operating division within TLF and is now operating independently. PermiTech's staff are all former staff working at TLF. Former TLF senior staff member, Lory Kendirjian, serves as PermiTech's President and Director of Wireless Operations, and has been involved in over 9,700 wireless siting projects over the past 11 years with TLF. PermiTech follows a structured timeline to ensure thorough analysis and timely feedback, which includes Small cell application review within 14 days and other applications reviewed within 28 days.

ATTACHMENTS:

A. Agreement for Wireless Consulting Services with PermiTech
B. PermiTech's Proposal

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES FOR WIRELESS CONSULTING SERVICES BETWEEN THE CITY OF SOUTH GATE AND PERMITECH SOLUTIONS CORPORATION

This Agreement for Professional Services for **Wireless Consulting** Services ("Agreement") is made and entered into on October 28, 2025, by and between the City of South Gate, a municipal corporation ("City"), and PermiTech Solutions Corporation, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to **wireless consulting services**;

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Fifty Thousand Dollars ($50,000.00)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the City Manager or his/her designee.

   2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

   2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within sixty (60) days

of receipt of the invoice.

2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

3. TERM OF AGREEMENT. This Agreement is effective as of **October 28, 2025**, and will remain in effect for a period of **three** years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. CITY AGENT. The **City Manager**, or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the City Manager, or his/her designee, has the authority to provide that approval or authorization.

5. CONFLICT OF INTEREST. Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

6. GENERAL TERMS AND CONDITIONS.

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

6.2 Termination for Cause.

6.2.1 City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
a. If Consultant fails to perform the services required by this Agreement within

the time specified herein or any authorized extension thereof; or

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

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color,

religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

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

6.5.1 Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

6.5.2 Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than $1,000,000 for personal injury to any one person, $1,000,000 for injuries arising out of one occurrence, and $500,000 for property damages or a combined single limit of $1,000,000, with an aggregate of $2,000,000. Each such policy of insurance shall:

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

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

c. Specify its acts as primary insurance.

d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 Compliance with Applicable Law. Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

6.8 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.

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

6.8.2 Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be

the sole responsibility of Consultant.

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

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

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

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

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

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

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

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

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

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

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

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

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

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate
Rob Houston
City Manager
South Gate, CA 90280
Email: rhouston@sogate.org
TEL: (323)563-9503

WITH COURTESY COPY TO:
City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: CCO@sogate.org
TEL: (323)563-9511

TO CONSULTANT:
Lory Kendirjian
President and Director of Wireless Operations
PermiTech Solutions Corporation
6320 Topanga Canyon Boulevard
Suite 1630 #1100

Woodland Hills, CA 91367
Lory@PermiTechSolutions.com
(310)405-7282

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

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

6.24Interpretation Against Drafting Party. City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

7. **EFFECTIVE DATE.** The effective date of this Agreement is **October 28, 2025**, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT
Raul F. Salinas, City Attorney

PERMITECH SOLUTIONS CORPORATION:

By: _____
Lory Kendirjian

Dated: _____

PERMITECH
Solutions

PERMITECH SOLUTIONS CORPORATION

PROPOSAL
FOR CITYOF SOUTH GATE
WIRELESS TELECOMMUNICATION SERVICES

PERMITECH
Solutions

TECHNICAL PROPOSAL BY PERMITECH SOLUTIONS TO THE CITY OF SOUTH GATE TO PROVIDE WIRELESS TELECOMMUNICATION FACILITIES CONSULTATION SERVICES

PROPOSAL CONTENTS

1.0 PERMITECH SOLUTIONS CORPORATION COVER LETTER 2
2.0 TELECOM LAW FIRM, PC LETTER 2
3.0 DESCRIPTION OF THE CORPORATION 2
4.0 EXPERIENCE RELATIVE TO CITY NEEDS 3
5.0 DETAILED WORK PLAN 5
6.0 PROJECT MANAGEMENT TEAM 6
7.0 PROJECT SCHEDULE AND PROCESS 8
8.0 REFERENCES 10
9.0 CONSULTING SERVICES SCOPE AND FEES 10
10.0 CONCLUSION 10

1.0 PERMITECH SOLUTIONS CORPORATION COVER LETTER

PermiTech Solutions Corporation ("**PermiTech**") has provided a separate cover letter. See Exhibit A.

2.0 TELECOM LAW FIRM, PC LETTER

Telecom Law Firm, P.C. ("**TLF**") Letter to the City. See Exhibit B.

3.0 DESCRIPTION OF THE CORPORATION

For over 18 years through our operations as an operating division within TLF and now on our own but still supported by TLF, PermiTech has provided local governments in California and beyond with the very same wireless services. Our team's experience in wireless planning on behalf of local governments in California actually dates back over 25 years.

PermiTech fully understands the City's wireless needs. We perform essentially the same scope of work for virtually every other California jurisdiction that has retained our services within TLF specifically to review and help our government planning clients to properly and timely process wireless and other similar applications.

PermiTech's team evaluates proposed wireless deployments for compliance with local, state, and federal law. PermiTech supports local government staff by conducting wireless application reviews within the FCC's and State of California's rules and shot clock timelines for incomplete notices, resubmittals, and overall project reviews. Note that the federal and state shot clocks preempt the California Permit Streamlining Act, and different shot clocks apply to different types of wireless projects.

PermiTech's team has extensive expertise in creating and reviewing wireless application forms, ensuring compliance with industry regulations and best practices.

With our thorough understanding of the technical aspects of wireless communications, PermiTech assesses the accuracy, clarity, and completeness of these wireless site application documents. We focus on identifying potential risks, addressing regulatory requirements, and providing actionable recommendations to enhance both community aesthetics and regulatory compliance.

TLF's founder, and now Senior Advisor to PermiTech, Dr. Jonathan L. Kramer has been a radio frequency (RF) and broadband telecommunications engineer for over 40 years, and as an attorney nearly 20 years. Over the entirety of those 40 years, Dr. Kramer has focused the core of his practice serving local and state governments.

Dr. Kramer holds multiple FCC radio engineering licenses, as well as a California Contractors License for telecommunications systems. He has also served as an expert witness and/or trial advisor in over 40 wireless and wireline cases.

PermiTech is incorporated in California, and the principal owner is Ms. Lory Kendirjian, the founder of PermiTech and former Senior Project Manager in TLF.

PermiTech has four core experienced planning professionals who focus on telecommunications, wireless siting, and fiber optic network permitting. They are:

Ms. Lory Kendirjian, President and Director of Wireless Operations
Ms. Joey Isaac, Project Manager
Ms. Annette Strong, Project Coordinator/Business Manager
Dr. Jonathan Kramer, who serves as the Senior Advisor.

What differentiates our team from other service providers is our core strength: Our ability to translate wireless technical issues and practices into plain English so that the City's planning staff, the Commissioners, and the Elected Officials may make sound and informed regulatory and policy decisions. This allows the City's constituents better understand the regulatory setting and processes required of local governments by the FCC and the State of California.

4.0 EXPERIENCE RELATIVE TO CITY NEEDS

PermiTech has direct experience providing wireless consultation services to local public agencies in California. Through TLF, we have completed nearly 9,700 wireless site project reviews for municipalities in California, Oregon, Washington, New Mexico, Texas, Florida, Missouri, and beyond.

Past experiences have taught us that wireless infrastructure deployments often trigger keen community interest. We know how to effectively address those interests and concerns through rigorous project analysis, respect for the community and the law, and responsiveness to public participation in the review process.

PermiTech's professionals provide objective technical perspectives, municipal staff and officials depend on the information we provide to make informed planning decisions that better respond to local interests.

PermiTech's team has an extensive and successful track record assisting local governments throughout California and beyond through our formal reviews of thousands of wireless deployment applications; applications to modify existing sites; enforcing permit conditions; preparing wireless application completeness reviews; and timely delivering project review memorandums with specific permitting conditions.

Our team has formally and informally advised and taught wireless permitting processes to more than 1,000 public agencies throughout the U.S. regarding applications for wireless deployments, ordinances, and wireless policies.

Through our staff of wireless siting professionals, we guide our government clients in understanding and resolving unique issues in telecommunications facilities siting matters while striking the balance between deployment and community aesthetics that uniquely suit each community.

Working closely with the City, PermiTech is committed to ensuring that all wireless shot clock requirements are met efficiently and in compliance with local regulations. By leveraging its expertise in both municipal codes and wireless technology, PermiTech collaborates with city officials to navigate any technical, logistical, or regulatory challenges that may arise. This proactive approach includes coordinating with vendors, securing necessary permits, and ensuring that the installation and operation of wireless shot clocks meet strict timelines and performance standards.

Below is a partial but representative list of California local government clients that the PermiTech Solutions team (through our prior work housed in TLF) have provided the same scope of services sought by the City. Those jurisdictions include:

Agoura Hills
Antioch
Artesia
Bakersfield
Berkeley
Brentwood
Burbank
Calabasas
Camarillo
Carson
Cerritos
Concord
Costa Mesa
Danville
El Monte
Encinitas
Fountain Valley
Fresno
Glendale
Glendora
Grover Beach
Hillsborough
Inglewood
Irvine
La Mesa
Laguna Niguel
Lakewood
Lawndale
Madera
Chino Hills
Monterey
National City
Palo Alto
Pasadena
Pleasanton
Rancho Palos Verdes
Redondo Beach
Richmond
Ross
Santa Clarita
San Marcos
Santa Monica
San Pablo
Sausalito
Seaside
Sebastopol
Signal Hill
Simi Valley
South Gate
South Lake Tahoe
Solana Beach
Temecula
Thousand Oaks
Torrance
Tiburon
Yucca Valley

Furthermore, PermiTech's strengths in analyzing and processing wireless siting applications lie in our deep understanding of both regulatory frameworks and emerging technological trends. PermiTech ensures that its analysis of wireless policies is comprehensive, compliant, and adaptable to future advancements. Our team is adept at

addressing the complexities of wireless networks, spectrum management, and interconnection agreements, ensuring that policies are practical for the City. This blend of technical expertise, technological insight, and strategic foresight makes PermiTech a trusted partner in the evolving field of wireless policy development.

Unlike most consultancies in this very specialized area of public planning and permitting, PermiTech's professionals understand the core technology issues and industry practices, and the impact of those technologies on local regulatory and proprietary concerns.

5.0 DETAILED WORK PLAN

Our process supporting local government planners is both straightforward and predictable.

Upon receipt of a wireless application package from the City (usually in electronic form provided on the same day as received by the City), PermiTech will identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); small wireless facilities; major CUP modifications; minor CUP modifications, batched applications, standby power generators, etc.).

Once identified, PermiTech first conducts a completeness review of the wireless application to evaluate its completeness with the City's requirements and wireless policies. If there are incomplete items (and most often there are), PermiTech will send the City a 'Completeness Review' or similar document. This portion of the work entails reviewing all submitted wireless application materials to the City as well as federal and state 'shot clock' calculations. Our Completeness Reviews are written in plain English, and in a way that anticipates that it will be used as an attachment to the City's project complete or incomplete notice to the applicant.

Upon the applicant providing a complete application to the City, PermiTech then conducts and drafts analysis and recommendations on all of the following:

- Section 6409(a) analysis, which includes review of wireless application to determine section 6409(a) applicability based on Section 6409(a) standards.

- Design analysis, which includes discussing design matters, if any, that may reduce the impact of the proposed wireless facility configuration, comparing proposed design for compliance with City wireless ordinance and policy requirements.

- Alternative Sites Analysis, which includes evaluating time, place, and manner considerations for wireless sites, comparing proposed location for compliance with City wireless ordinance and policy requirements.

- Radio Frequency FCC Compliance Analysis, which includes assessing the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission.

- Small Wireless Facilities Analysis, which includes identifying the elements and applicability of small wireless rules and regulations, calculating the antenna and associated equipment volumes and compliance with RF regulations.

- Batched Application Reviews under AB965. PermiTech processes batched applications and decision-making support regarding wireless and wired telecom network deployments submitted under AB965.

6.0 PROJECT MANAGEMENT TEAM

The main point of contact for the proposed engagement will be Ms. Lory Kendirjian, President and Director of Wireless Operations. She is supported by Ms. Joey Isaac, Ms. Annette Strong, and Dr. Jonathan L. Kramer.

Ms. Lory Kendirjian, BSBA, LL.M – PermiTech's President and Director of Wireless Operations

Ms. Lory Kendirjian holds an LL.M (with distinction) in Information Technology and Telecommunications Law and Policy.

Her Masters' dissertation addressed federal and local government small wireless facility policy frameworks, including using wireless siting applications to identify and bridge competing goals and interests. She directly manages PermiTech's project and application review team. She holds a California real estate license and is an ABA-certificated Paralegal.

Ms. Kendirjian serves a critical role in PermiTech's wireless planning review projects and participates in all important management decisions relating to wireless application reviews and processing. Ms. Kendirjian and her team are responsible for the timely processing and analysis of all wireless projects. Over the past 11 years at TLF, she has been involved in over 9,700 wireless siting project reviews for TLF's local government clients.

With Dr. Kramer's consultations, Ms. Kendirjian and her team evaluate and process every wireless application tendered by our government clients for review. Those reviews include wireless application completeness; federal and state shot clock calculations; jurisdiction-specific ordinance and design guideline requirements; ADA compliance; potential inverse condemnations; power and fiber

encroachment permits; fiber, T1, and microwave backhauls; alternative sites analysis; signal coverage and capacity claims; and RF safety analysis.

Ms. Joey Isaac– PermiTech's Project Manager

Ms. Joey Isaac is an experienced wireless Project Manager with over 7 years of experience. She specializes in managing end-to-end management of wireless site projects and has a proven track record supporting planning departments from the initial intake of wireless applications through to final permit approvals, encompassing new site builds, and modifications.

In this role, she facilitates seamless collaboration among internal cross-functional teams, municipal agencies, and external applicants to ensure projects stay on schedule and in compliance with regulatory, zoning, and safety standards.

She is known for a meticulous, detail-oriented approach combined with strong organizational and communication skills. Capable of managing multiple concurrent projects in fast-paced environments while adapting to evolving priorities. She is a creative problem-solver with a deep understanding of the wireless site development lifecycle, from site acquisition to construction and close-out.

Ms. Annette Strong- PermiTech's Project Coordinator/Business Manager

Ms. Annette Strong is responsible for overseeing the coordination, planning, and execution of wireless projects while managing key business operations to ensure organizational efficiency.

This dual-function role bridges technical coordination and business leadership, playing a critical role in aligning wireless service delivery with strategic goals. Ms. Strong has great organizational skills and the ability to manage multiple priorities, and a blend of technical understanding and business acumen.

Dr. Jonathan L. Kramer, Esq. – PermiTech's Senior Advisor

Jonathan L. Kramer, Esq., J.D., LL.M, LP.D founded Telecom Law Firm and is a current Senior advisor to PermiTech.

He is a nationally recognized radio frequency/broadband technology engineer with over 40 years of experience. Dr. Kramer has advised and lectured to thousands of local and state government agencies—and three branches of the military—regarding issues in telecommunications infrastructure agreements, radio frequency (RF) emissions safety, broadband, fiber optic and cable television law and technology.

Over the last 25 years, Dr. Kramer has served as a telecommunications expert for government agencies across the United States, including more than 40 engagements as an expert witness, trial advisor, or both. Dr. Kramer co-authored and co-edited the FCC's national guidance on radio frequency emissions safety, "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance."

A lawyer admitted to practice in California and New Mexico, and in the relevant federal district and appellate courts as well as before the Supreme Court of the United States, Dr. Kramer also holds six FCC licenses and certifications. He is licensed as a communications contractor in California (Class C7).

In addition to his Juris Doctor degree (earned cum laude), Dr. Kramer holds an LL.M degree (with distinction) in Information Technology and Telecommunications Law from the University of Strathclyde School of Law. His thesis explored the legal and planning ramifications of Section 6409(a). Furthermore, Dr. Kramer was hooded as a Doctor of Law and Policy at Northeastern University in Boston, where his thesis addressed legal and property value issues regarding cell sites near residences. Dr. Kramer has and continues to serve as a regulatory law and policy instructor at Northeastern University in Masters and Doctoral graduate level programs. Dr. Kramer is also an FAA-licensed UAS pilot, which aids in our planning and enforcement support for local governments.

7.0 PROJECT SCHEDULE AND PROCESS

The timelines for wireless projects are directly controlled by the type of wireless applications involved. That direct control is rooted in FCC rules and California regulations.

For example, the completeness shot clocks for 'small cell' wireless facilities are set at 10 calendar days, as opposed to the standard 30 calendar days for other wireless applications such as 6409(a) applications, CUPs, and new macro cell sites. Additionally, and confusingly, the first completeness shot clock for small cells resets to day zero if the City sends the initial notice of incompleteness within the required time frame, whereas for other projects the shot clock is merely paused.

Given the many and varied shot clocks under federal and state laws, it is important to note that shot clocks on wireless applications begin once an applicant has taken the first substantive step in submitting a wireless application. This means that the shot clocks begin upon submission of even a partial application; not upon the City's acceptance of a complete application. With PermiTech's understanding of these critical factors, we guide the City to better anticipate and manage the legally enforceable timeframes associated with various types of wireless and wireline projects.

As to the review of the City's wireless applications and wireless policies, PermiTech can and will review the City's wireless applications and policies following a structured timeline to ensure thorough analysis and timely feedback.

Initial Submission (Shot Clock: Day 0): The City receives a wireless site application from an Applicant.

Transmission to PermiTech (Shot Clock: Day 0 or Day 1): The City transmits to PermiTech the City's wireless application(s) and initial review for type, shot clock, and completeness. This marks the start of PermiTech's review process.

First Review (Shot Clock: Days 1-9 for Small Cells; Days 1-28 for other types): Within the first review period, PermiTech conducts an initial review to identify any immediate concerns or gaps in the submitted application(s) and policy. If applicable, an internal meeting is scheduled to discuss initial findings. For incomplete projects, PermiTech provides a detailed memo to be attached to the City's timely incomplete notice to the Applicant.

Detailed Analysis (Within 14 days after the project is deemed complete): A more in-depth review takes place, focusing on technical and regulatory aspects such as design, RF safety and compliance with federal and state regulations.

Feedback and Recommendations (Within 14 days after the Detailed Analysis period): PermiTech drafts feedback and recommendations based on the findings from the detailed analysis. If further clarification or revisions are needed, the firm will communicate these to the City's representatives. Depending on the City's feedback, if any, additional time may be required to address requested clarifications/revisions. PermiTech performs a follow-up review to ensure that all feedback has been incorporated and that the application or policy meets all necessary requirements.

Recommended Approval or Denial: Once all revisions are confirmed, PermiTech provides final approval or any remaining considerations for the City's wireless application or policy.

8.0 REFERENCES

Below is the contact information for two diverse jurisdictions in California where PermiTech provides essentially the same services as requested by the City:

CITY OF SAN MARCOS Mr. Sean Del Solar Planner SdelSolar@san-marcos.net (760)744-1050 ext. 3223	CITY OF CERRITOS Mr. Robert A. Lopez, AICP City Manager (and former Planning Director) ralopez@cerritos.us (562) 916-1201

9.0 CONSULTING SERVICES SCOPE AND FEES

PermiTech's scope of services proposal is contained within Exhibit C and PermiTech's fee proposal is within Exhibit D.

10.0 CONCLUSION

PermiTech appreciates the opportunity to present this proposal to the City. We hope to have a long and supportive relationship with the City of Torrance to serve its constituents and support its staff.

Ms. Kendirjian, along with the rest of PermiTech's staff stand ready to supplement this proposal with any additional information requested by the City, including without limitation making ourselves available for a remote or in-person interview meeting with the City staff.

Respectfully submitted,
PermiTech Solutions Corporation

by

LoryKendirjian
Ms. Lory Kendirjian
President

PERMITECH
Solutions

Exhibit A

MS. LORY KENDIRJIAN
PRESIDENT AND DIRECTOR OF WIRELESS OPERATIONS
LORY@PERMITECHSOLUTIONS.COM
(310)405-7282

OUR REFERENCE: 5687.45

September 22, 2025

City of South Gate
Attn: Mr. John Signo
Planning Manager
8650 California Avenue
South Gate, CA 90280

PermiTech Solutions Corporation ("**PermiTech**") appreciates the opportunity to submit this proposal to the City of South Gate ("**City**"). This proposal is to provide a seamless transfer of wireless consulting services from the City's existing wireless consultant to its sister company PermiTech. This document focuses on consulting services for wireless telecommunication facilities. This scope involves technical non-privileged work.

PermiTech fully understands the City's need and current wireless consulting services. PermiTech is equipped to perform essentially the same wireless scope of services. As such, PermiTech is very interested and committed in providing essentially the same services to the City.

Consultant Identification	Contact Information During Proposal Evaluation	Contact Information Authorized to Bind the Contract
PermiTech Solutions Corporation 6320 Topanga Canyon Blvd. Ste. 1630 #1100 Woodland Hills, CA 91367 (310)405-7282	Ms. Lory Kendirjian President and Director of Wireless Operations (310) 405-7282 Lory@PermiTechSolutions.com And Dr. Jonathan L. Kramer Senior Advisor Jonathan@PermiTechSolutions.com	Ms. Lory Kendirjian President and Director of Wireless Operations (310) 405-7282 Lory@PermiTechSolutions.com

Respectfully submitted,

PermiTech Solutions Corporation
by

LoryKendirjian
Ms. Lory Kendirjian
President

TELECOM LAW FIRM PC

Exhibit B

DR. JONATHAN L. KRAMER, ESQ.
LICENSED IN CALIFORNIA AND NEW MEXICO
KRAMER@TELECOMLAWFIRM.COM
DIRECT SO. CA: (310) 405-7333

OUR REFERENCE: 934452.45

September 22, 2025

City of South Gate
Attn: Mr. John Signo
Planning Manager
8650 California Avenue
South Gate, CA 90280

Dear Mr. Signo,

It is with great pleasure (and just a bit of pride) that I fully support and participate in the PermiTech Solutions Corporation ("**PermiTech**") proposal to the City for on-call consulting services related to wireless site and telecom facilities permitting.

As you have read in the proposal, PermiTech's staff are all former staff working directly with me at Telecom Law Firm, P.C. ("**TLF**"). This begs the obvious question: 'Why isn't Jonathan proposing directly?' Simply, having served local governments as an telecom advisor for 40 years, and as a local government attorney for 18 years, I have decided to step back...but I am *not* stepping out.

I have, with pride and happiness, supported Lory Kendirjian (who has been my senior staff member within TLF for more than a decade directly working on over 9,700 wireless projects for local governments) as she now pursues directly serving local governments through her own consultancy, PermiTech.

My plan, going forward, and through the proposed contract is to support PermiTech as a subcontractor for at least the next several years. I will also continue to support a select group of local governments for privileged legal matters through the respected local government law firm of Colantuono, Highsmith & Whatley P.C. ("**CHW**") where I now have the privilege of serving as an *Of Counsel* attorney.

Please know that if you move forward with PermiTech to be the City's contractor for telecom/wireless review services, you should expect to receive the very same high quality of technical analysis, planning reports, and staff support as you have received from Telecom Law Firm, and that I'll be available through PermiTech to continue to support the City with the same level of non-privileged services that I have proudly provided directly to the City for many years.

Very truly yours,
Telecom Law Firm, P.C.
By
Jonathan Kramer
Dr. Jonathan L. Kramer, Esq.
JK/934452.45

EXHIBIT C
SCOPE OF WORK

Consultant's services are not legally privileged. At the direction of the City, Consultant shall provide technical consultation to City concerning wireless applications as follows:

A. **Wireless Siting Application Reviews:**

1. Application Reviews: At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below.

2. **Wireless Facility Site Memorandum/Memoranda Content:**

a. **Memorandum Regarding Incomplete Application.** Upon receipt of an application by Consultant directly from the City, Consultant will identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and will evaluate and identify whether any items that are required in the City's wireless application that are not completed by the applicant. If there are incomplete items, Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:

i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or

ii. twenty-five (25) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facility; or

iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.

b. Project Memorandum. Once an application is determined by the City or deemed by law to be complete, Consultant will:

i. Discuss and analyze Section 6409(a) applicability which includes an eligible facilities and substantial change analysis;

ii. Discuss and analyze Small Wireless Facilities applicability which includes all six criteria as defined by the FCC;

iii. Discuss design matters that may reduce the impact of the proposed site configuration;

iv. Evaluate time, place, and manner considerations for wireless sites located in the public right-of-way;

v. Assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application (for example ADA compliance).

vii. Determine applicability of batched applications under AB965.

viii. At City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

3. Consultation Time:

a. Consultant will provide reasonable consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.

b. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project, at a given location, may be moved by an applicant to a different location, which would necessitate an entirely new project review under a separate fee.

B. **Attendance at Meetings:** As requested by City and subject to Consultant's prior availability, Consultant will attend in-person and video meetings.

C. **General Consultation:** At the City's request, Consultant will engage with the City in regard to any non-privileged technical communications within the competence of Consultant, as determined by Consultant, in any form on a time availability basis of Consultant, and invoice on an hourly basis (including travel time from Consultant's office to and from the City if necessary and as requested by the City).

[End of Exhibit C]

EXHIBIT D
WIRELESS CONSULTING SERVICES
SCHEDULE OF FEES

The Consultant consults with and is responsible for the City. The City is responsible for the collection of applicant fees and the timely payment of Consultant's invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

A. **Flat Fees**: Consultant shall perform the services described in Exhibit C, Section 2 for a fixed fee of $2,450 per project. Project hours are not reported by Consultant for the flat fee portion of any flat fee projects.

Due to the FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF document format within one (1) calendar day of receipt by the City from the Applicant; provided that if such calendar day falls on a Friday or holiday, the City shall submit such project to Consultant the next business day thereafter Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in hard copy paper form.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum, which may include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo.

The flat fee is fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, or transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to the issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of project termination.

[Balance of Page Intentionally Left Blank]

B. **Hourly Fees:** Consultant shall perform all services described in Exhibit C, Sections B and C, beyond the initial report and one revision (included in the flat fee), and all other extra services that may not be described in Exhibit C but were mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

Personnel	Rate
Per Director/Senior Advisor	$ 320
Per Project Manager	$ 280
Per Project Assistant	$ 200
Per Project Coordinator	$ 150

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

3. **Annual Fee Adjustments.** The flat rate and hourly fees set out in this Agreement shall automatically increase annually by three percent (3%) of the flat rate and hourly fees for the previous year.

4. **Travel Time.** For travel paid solely by City, Consultant charges a discounted rate of sixty percent (60%) of the hourly rate for travel time for each staff member. For travel time reimbursed to City by an applicant, Consultant charges its regular hourly rate for travel time for each staff member.

5. **Expenses**: City will reimburse the Consultant for all ordinary costs and expenses incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement. This is commonly (but not exclusively) limited express mail costs; messenger costs, etc.

6. **Billing Contacts; Payment Address.** The City's and Consultant's designated points of contact for billing queries are:

_____ _____

Name and Title Email Address

_____

Telephone Number

The Consultant's designated point of contact for billing queries is:

Annette Strong, Business Manager	Annette@PermiTechSolutions.com
Name and Title	Email Address

(424)276-2040

Telephone Number

PermiTech's Payment and Notices address is:

PermiTech Solutions Corporation
6320 Topanga Canyon Boulevard
Suite 1630 #1100
Woodland Hills, CA 91367

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[End of Exhibit D]

Item No. 8

Office of the
South Gate City Clerk

OCT 23 2025

FILED

3:30 PM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 28, 2025**

Originating Department: **Public Works**

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

SUBJECT: GRANT DEED OF EASEMENT FOR RIGHT-OF-WAY DEDICATION AT FIRESTONE BOULEVARD AND EL PASEO STREET FOR STREET PURPOSES FROM GVD COMMERCIAL PROPERTIES, INC. AND MONTE MAC NO. 1 LP

PURPOSE: The El Paseo Shopping Center developer is granting the City a portion of land at the intersection of Firestone Boulevard and El Paseo Street where existing public improvements were built on private property. The purpose of this action is to accept a Grant Deed from GVD Commercial Properties, Inc. and Monte Mac No. 1, at no cost to the City, to dedicate the area for public street use and ensure sufficient right-of-way for current and future improvements.

RECOMMENDED ACTIONS: The City Council will consider:

a. Accepting a Grant Deed from GVD Commercial Properties, Inc. And Monte Mac No. 1, LP to secure right-of-way for street purposes as a part of the development located at Firestone Boulevard and El Paseo Street, at no cost to the City; and

b. Authorizing the Mayor to execute the Deed in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact. While the property being dedicated has monetary value, it will be deeded to the City at no cost.

ANALYSIS: South Gate Municipal Code Chapter 5.32, California Government Code Section 37354 (which allows cities to acquire property for public use), and California Government Code Section 66475 (which permits land dedications for streets, utilities, and other public purposes as part of development approval).

The proposed right-of-way dedication is located at the intersection of Firestone Boulevard and El Paseo Street. Public infrastructure has long existed at the northeast and northwest corners of this intersection since the construction of the El Paseo Shopping Center. These improvements—including sidewalk, curb, driveway cutouts, sewer lines, handicap-accessible ramps, traffic signal poles, and related appurtenances—are currently situated on private property. To correct this condition, a right-of-way dedication totaling approximately 1,168 square feet is required.

BACKGROUND: As part of the original construction of the El Paseo Shopping Center, various public improvements were installed at the intersection of Firestone Boulevard and El Paseo Street. These improvements include sidewalks, curbs, driveway cutouts, sewer and drainage piping, handicap-accessible ramps, traffic signal poles, and related appurtenances.

Over time, it was discovered that portions of these public improvements were constructed within private property boundaries rather than within the public right-of-way. Neither the City nor the El Paseo Shopping Center developer has been able to locate any recorded agreement, easement, or dedication authorizing the use of private land for these improvements.

To correct this condition, the City and property owner have agreed that a right-of-way dedication is necessary to properly define public access and ensure the City's continued ability to maintain and operate the existing public infrastructure serving the intersection. The proposed dedication will formalize the public's use of these improvements and bring the property into conformance with current right-of-way standards.

ATTACHMENT: A. Deed Granting an Easement for Public Improvements

GD:lc

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

Frost Brown Todd
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Attention: Craig D. Hardwick, Esq.

(Space above line for Recorder's use)

Deed
granting an
EASEMENT FOR PUBLIC IMPROVEMENTS

Assessor's Parcel Numbers: 6232-004-007
6232-004-008

This Deed granting an Easement for Public Improvements (this "**Deed**") is made as of October 28, 2025 by GVD Commercial Properties, Inc., a California corporation, and Monte Mac No. 1, a California limited partnership (individually and collectively referred to herein as "**Grantor**"), in favor and for the benefit of the City of South Gate as grantee (the "**City**").

RECITALS

A. Each Grantor named herein owns one or more parcels of real property at the northeast corner of Firestone Boulevard and Garfield Avenue in the City of South Gate, California, which collectively have been developed as a retail shopping center (the "**Shopping Center**").

B. In connection with the development of the Shopping Center in 1999, a Reciprocal Easement Agreement was recorded in the Official Records of Los Angeles County, California as Instrument No. 99-2124352 (the "**Reciprocal Easement Agreement**").

C. Section 1.5 of the Reciprocal Easement Agreement required the parties thereto to enter into one or more separate agreements granting the City easements necessary to construct traffic signalization on Firestone Boulevard east of Garfield Avenue, curb and driveway cut-outs, sewer and piping installation, and other necessary appurtenances.

D. Neither Grantor nor the City can find evidence that those separate agreements were ever entered into, and both Grantor and the City suspect that the requirement to enter into those separate agreements and grant the easements that were to be created thereby was

overlooked by all parties in the course of development of the Shopping Center. Nevertheless, Grantor and the City agree that such easements are necessary for the ongoing maintenance and operation of public improvements serving the Shopping Center at the intersection of Firestone Boulevard and El Paseo Street.

E. Accordingly, Grantor desires to grant such easements to the City, and the City wishes to acquire such easements, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

AGREEMENT

1. **Grant of Easement**. Grantor hereby grants to the City an easement ("**Easement**") over two portions of the Shopping Center in the locations specified in Section 2 below (individually and collectively referred to herein as the "**Easement Area**").

2. **Location of Easement**. The Easement Area is located at and between the northeast and northwest corners of the intersection of Firestone Boulevard and El Paseo Street in the City of South Gate, County of Los Angeles, State of California. The legal descriptions of the Easement Area are set forth in Exhibit "A" attached hereto. Site plans showing the locations of the Easement Area are attached hereto as Exhibit "B".

3. **Purpose of Easement**. The Easement granted herein shall be for public improvement purposes, together with all appurtenant rights and uses commonly associated with a municipal entity's construction, maintenance, repair, replacement and operation of public streets and sidewalks. These rights and uses shall include, without limitation: (a) the right to enter upon, pass and repass over and along the Easement Area; (b) the right to construct, reconstruct, repair, replace, operate and maintain streets, curbs, gutters, driveways, curb-cuts, driveway-cuts, sidewalks, drains, pipelines, conduits, sewers, traffic signalization and other traffic-control devices, and similar improvements and facilities in the same or substantially similar location as currently existing without expanding the Easement Area; and (c) the right during the periods of any such work to temporarily deposit tools, implements and material thereon. The foregoing rights may be exercised by (i) the City and its representatives, employees, agents, permittees, and assigns, (ii) contractors retained by any of the foregoing, and (iii) the subcontractors and material suppliers of such contractors after providing Grantor reasonable notice and after ensuring that any third party entering upon the Easement Area maintains and at all times maintain in full force a policy or policies of comprehensive or commercial general liability insurance issued by one or more insurance carriers, insuring against liability for bodily injury and property damage occurring on the Easement Area and any portion of the Shopping Center. Grantee or its agents' liability insurance shall include the coverages known as personal injury, products liability and contractual liability and shall be in an amount of not less than $1,000,000 per occurrence combined single limit for bodily and personal injury and property damage. The Easement granted herein includes incidental rights of maintenance, repair, and replacement as are necessary for the City's continued use of the Easement; without limiting the generality of the foregoing, the City and its agents and designees shall have the right to enter upon portions of the Shopping Center adjacent to the

Easement Area as necessary or convenient in connection with the construction, maintenance, repair and replacement of any improvements now or hereafter located in the Easement Area.

4. **Character of Easement**. The Easement granted herein is a perpetual, irrevocable, and exclusive easement.

5. **Use by the City**. The Easement granted herein entitles the City to full use of the Easement Area for purposes which are reasonable and consistent with those specified in Section 3 above.

6. **No Interference by Grantor**. Grantor shall not interfere with the City's use of the Easement or with access to the Easement Area for right-of-way purposes by the City and/or the general public. Without limiting the generality of the foregoing, Grantor shall not park any vehicles in the Easement Area, shall not designate any portion of the Easement Area as intended or usable for vehicle parking, and shall not place or erect any barricade, fence, wall, sign, landscaping or other structure or equipment within the Easement Area ; provided, however, that any barricade, fence, wall, sign, landscaping or other structure or equipment currently within the Easement Area shall not be disrupted and shall remain where presently located.

7. **Miscellaneous**.

7.1 **Attorney's Fees**. If either Grantor or Grantee brings suit against the other with respect to this Deed, then all costs and expenses, including without limitation actual professional fees and costs such as appraisers' accountants' experts', and attorneys' fees and costs, incurred by the prevailing party (whether that party prevails by final judgment or out-of-court settlement) shall be paid by the losing party. The losing party's obligation shall be deemed to have accrued on the date of the commencement of such actions (but shall include all related fees and expenses incurred prior to such commencement) and shall be enforceable whether or not the action is prosecuted to judgment. As used herein, the term "**attorneys' fees and costs**" shall include, *without limitation*, attorneys' fees, arbitrators' fees, witness fees, court and arbitration costs, and expenses incurred in connection with any (a) bankruptcy litigation, (b) contempt proceedings, (c) debtor and third-party examinations, (d) discovery, (e) garnishment and levy proceedings, (f) pre-judgment and post-judgment motions, and (g) trial preparation and presentation. As used herein, the term "**prevailing party**" shall include, *without limitation*, (h) any party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third-party complaint is voluntarily dismissed, with or without prejudice, where that party has paid no consideration for the dismissal or where the dismissing party did not obtain the relief it sought, (i) a party who dismisses an action in exchange for sums allegedly due, (j) the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action, (k) the party who receives any award for relief through arbitration, or (l) the party determined to be the prevailing party by a court of law.

7.2 **Entire Agreement**. This Deed contains the entire agreement of Grantor relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Deed shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

7.3 **Binding Effect**. This Deed shall run with the land, shall be binding on the heirs, executors, administrators, successors, and assigns (during their ownership of the affected portion of the Shopping Center) of Grantor, and shall inure to the benefit of the City and its successors, and assigns.

7.4 **Incorporation of Recitals and Exhibits**. All of the recitals and Exhibits set forth in and/or attached to this Deed are by this reference incorporated in and made a part of this Deed as if set forth fully herein.

7.5 **Construction**. Grantor and Grantee, and their respective counsel, have each reviewed and revised this Deed 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 Deed or any amendments hereto.

7.6 **Governing Law**. This Deed 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. All claims relating to or arising out of this Deed, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of California. No effect shall be given to any choice of law or conflict of law provision, principal or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

7.7 **Consent to Jurisdiction and Service of Process**. All judicial proceedings brought against any party hereto arising out of or relating to this Deed may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by the execution, delivery and acceptance of this Deed, Grantor and Grantee each (a) accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, (b) waives any defense of *forum non conveniens*, (c) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Deed, and (d) 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 the other party, 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.

7.8 **Captions**. Any captions or headings to the Sections and subsections in this Deed are solely for the convenience of the parties hereto, are not a part of this Deed, and shall not be used for the interpretation or determination of validity of this Deed or any provision hereof.

7.9 **Severability**. If any one or more of the provisions contained in this Deed 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 Deed shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

7.10 **Further Assurances**. Grantor and Grantee shall each cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Deed.

Grantor has caused this Deed to be duly executed as of the date first set forth above.

GVD Commercial Properties, Inc.,
a California corporation

By: _____
Gerald V. Dicker, CEO

By: _____
David A. Case, Secretary

Monte Mac No. 1,
a California limited partnership

By : GVD Commercial Properties, Inc.,
its General Partner

By: _____
Gerald V. Dicker, CEO

By: _____
David A. Case, Secretary

7.10 **Further Assurances**. Grantor and Grantee shall each cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Deed.

Grantor has caused this Deed to be duly executed as of the date first set forth above.

GVD Commercial Properties, Inc.,
a California corporation

By: _____
Gerald V. Dicker, CEO

By: _____
David A. Case, Secretary

Monte Mac No. 1,
a California limited partnership

By : GVD Commercial Properties, Inc.,
its General Partner

By: _____
Gerald V. Dicker, CEO

By: _____
David A. Case, Secretary

STATE OF WASHINGTON)
: ss
County of SPOKANE)

On Oct. 14th, 2025, before me, Kaitlin Malmquist, a notary public, personally appeared Gerald V. Dicker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

KAITLIN L MALMQUIST
Notary Public
State of Washington
Commission # 22007018
My Comm. Expires Apr 3, 2026

K
Notary Public (Signature)

Kaitlin Malmquist
(Print Name)

My commission expires: 4.3.2026

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 ORANGE)

On October 14th, 2025 before me, Devon Denise Cox, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared David A. Case
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DEVON DENISE COX
Notary Public - California
Orange County
Commission # 2472685
My Comm. Expires Nov 19, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Devon Denise Cox
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Deed granting an Easement for Public Improvements Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: Signer for GVD and The City

Capacity(ies) Claimed by Signer(s)

Signer's Name: David A. Case	Signer's Name: _____
☒ Corporate Officer — Title(s): Secretary	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☒ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Monte Mac No. 1, a California limited partnership	Signer Is Representing: _____

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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 Orange)

On _____, 2025, before me, _____, a notary public, personally appeared Gerald V. Dicker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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 Orange)

On October 14th, 2025, before me, Devon Denise Cox, Notary Public, a notary public, personally appeared David A. Case, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Devon Denise Cox (Seal)

DEVON DENISE COX
Notary Public - California
Orange County
Commission # 2472685
My Comm. Expires Nov 19, 2027

CERTIFICATE OF ACCEPTANCE
Pursuant to Government Code § 27281

This is to certify that the interest in real property conveyed by the deed or grant dated October ___, 2025, from GVD Commercial Properties, Inc., a California corporation, and Monte Mac No. 1, a California limited partnership, to the City of South Gate, a political corporation and/or governmental agency, is hereby accepted by order of the South Gate City Council on _____, 2025, and the grantee consents to recordation thereof by its duly authorized officer.

City of South Gate

By: _____
Maria Davila, Mayor

ATTEST

_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Raúl F. Salinas, City Attorney

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)

On _____, 2025, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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)

On _____, 2025, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

The legal description of that portion of the Easement Area located on the land owned by Monte Mac No. 1 (APN 6263-004-007) is:

THAT PORTION OF LOT A OF TRACT NO. 486, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 2 OF THE LAND DESCRIBED IN THE GRANT DEED TO GVD COMMERCIAL PROPERTIES PER DOCUMENT RECORDED DECEMBER 16, 2009, AS INSTRUMENT NO. 20091914394 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON THE NORTHERLY LINE OF FIRESTONE BOULEVARD HAVING A NORTHERLY HALF-WIDTH OF 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ALONG THE WESTERLY LINE OF SAID PARCEL 2, NORTH 7° 23' 55" EAST, 15.00 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 82° 36' 05" WEST, 51.80 FEET

THENCE SOUTH 52° 23' 55" WEST, 21.21 FEET TO SAID NORTHERLY LINE OF FIRESTONE BOULEVARD;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 82° 36' 05" WEST, 66.80 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 890 SQUARE FEET

[Continued on Next Page]

The legal description of that portion of the Easement Area located on the land owned by GVD Commercial Properties, Inc. (APN 6263-004-008) is:

THAT PORTION OF LOT A OF TRACT NO. 486, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 2 OF THE LAND DESCRIBED IN THE GRANT DEED TO GVD COMMERCIAL PROPERTIES PER DOCUMENT RECORDED DECEMBER 16, 2009, AS INSTRUMENT NO. 20091914394 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON THE NORTHERLY LINE OF FIRESTONE BOULEVARD HAVING A NORTHERLY HALF-WIDTH OF 62.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ALONG THE WESTERLY LINE OF SAID PARCEL 2, NORTH 7° 23' 55" EAST, 15.00 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 82° 36' 05" EAST, 11.00 FEET

THENCE SOUTH 37° 36 05" EAST, 21.21 FEET TO SAID NORTHERLY LINE OF FIRESTONE BOULEVARD;

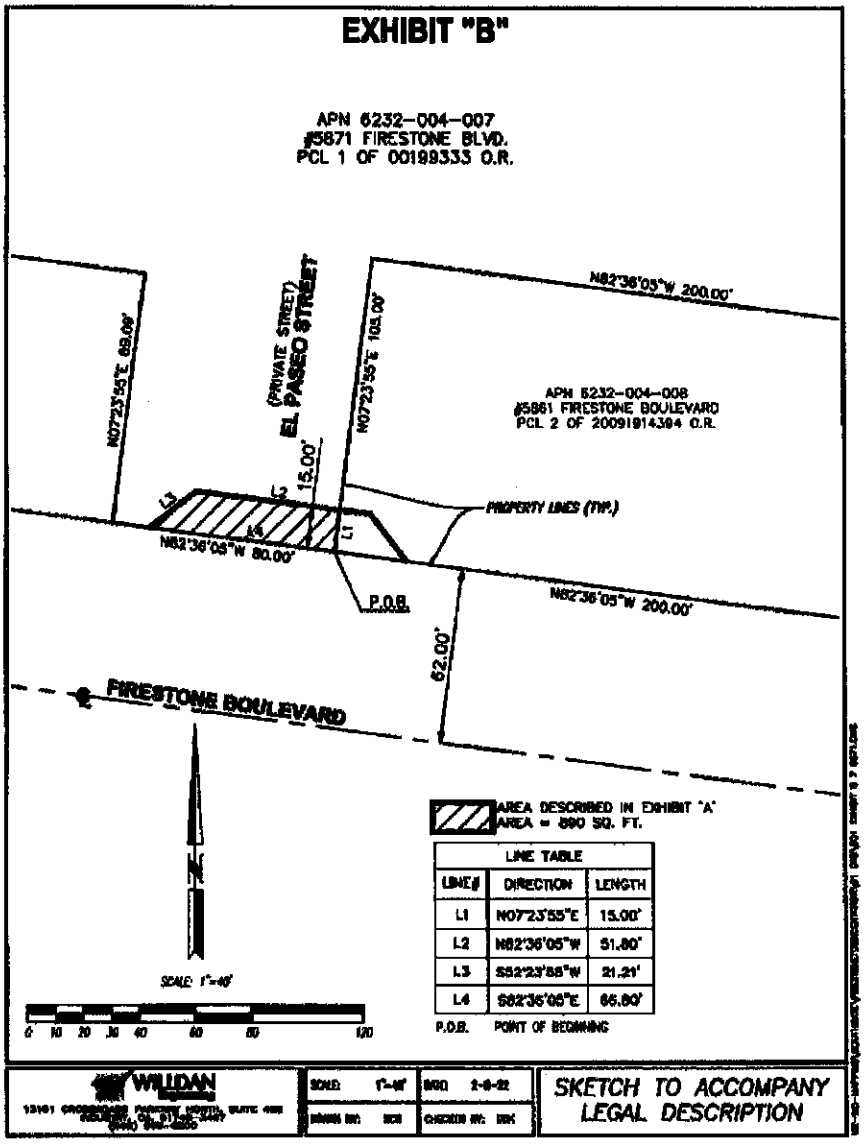
THENCE ALONG SAID NORTHERLY LINE, NORTH 82° 36' 05" WEST, 26.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 278 SQUARE FEET

EXHIBIT "B"

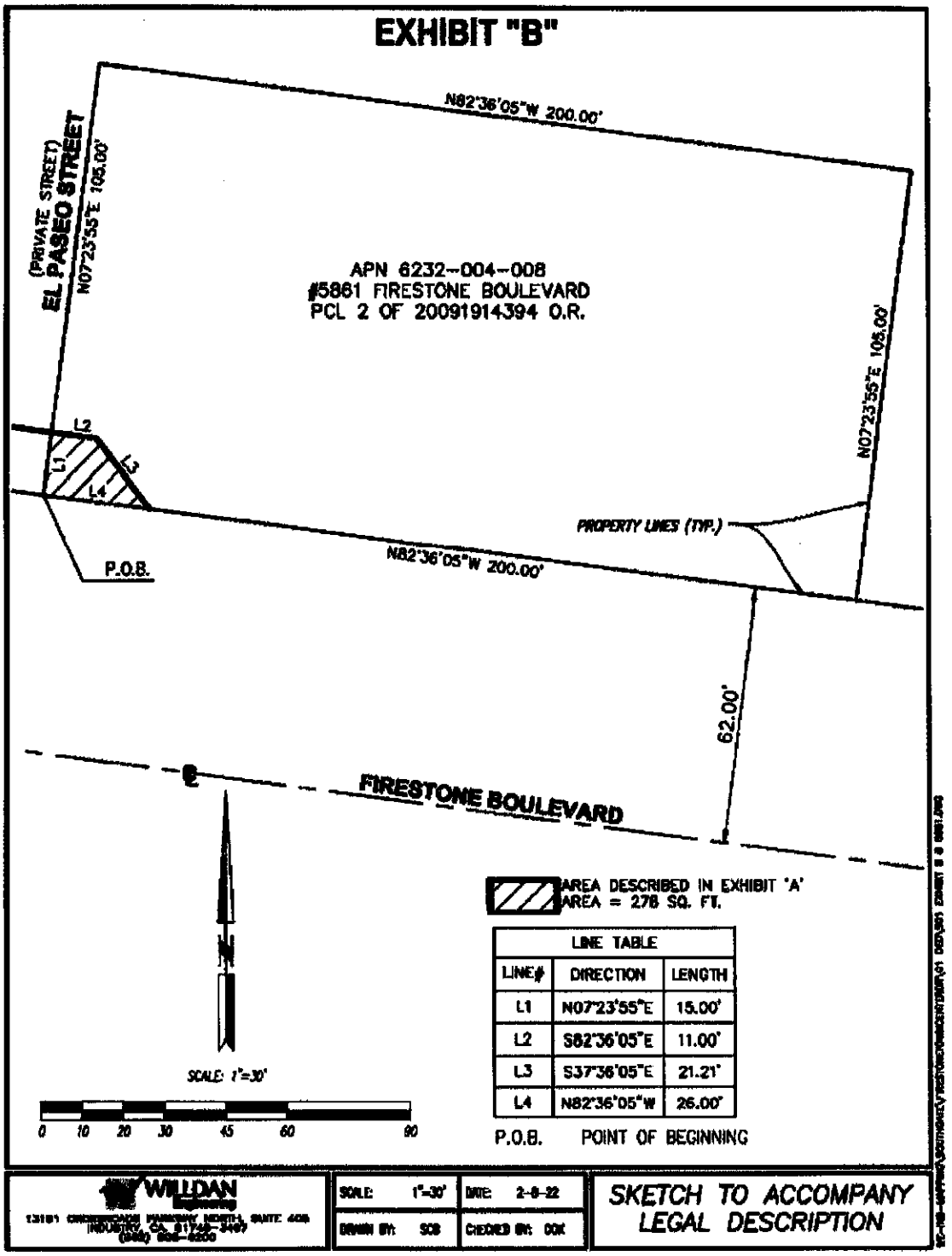
SITE PLAN SHOWING LOCATION OF EASEMENT AREA

That portion of the Easement Area located on the land owned by Monte Mac No. 1 (APN 6263-004-007) is shown below:



[Continued on Next Page]

That portion of the Easement Area located on the land owned by GVD Commercial Properties, Inc. (APN 6263-004-008) is shown below:



Office
South Gate City Clerk

OCT 23 2025
FILED
5:25pm

Item No. 9

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **October 28, 2025**
Originating Department: **City Manager**

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

SUBJECT: ATTORNEY FEE AGREEMENT WITH OUTSIDE COUNSEL

PURPOSE: To approve attorney retainer agreements with the law firms of Liebert Cassidy Whitmore; Aleshire & Wynder; Lewis Brisbois; Rothans, Carpenter & Dumont; and Frost Brown Todd to provide legal services to the City.

RECOMMENDED ACTIONS:

a. Approving Attorney Retainer Agreement with the law firm of (1) Liebert Cassidy Whitmore; (2) Aleshire & Wynder; (3) Lewis Brisbois: (4) Rothans, Carpenter & Dumont; and Frost Brown Todd LLP to continue to provide legal services to the City related to consulting, representational and legal services and

b. Authorize the City Manager to execute such agreements in a form acceptable to the City Attorney.

FISCAL IMPACT: Estimated impact is dependent on usage, The exact amount of fees to be billed by the law firm is not known at this time, as it depends on the services rendered on an as-needed basis. Rates offered by each firm are dependent on the frequency of use. Some rates are contemplated to be attributed to special funds that would not impact the City's general fund.

ANALYSIS: The referenced firms are requesting approval of fee rate adjustments to their standard retainer agreements, as follows: Aleshire requests rates ranging from $258 for Associates and $297 for Partners and lower rates for law clerks, paralegals and document clerks. The firm correctly notes that its rates are below market rates. Liebert Cassidy seeks rates of $475 senior partners, Senior Counsel at $390, and associates at between $295-$370. The firm seeks other lower rates for staff as noted in its agreement. Lewis Brisbois seeks rates of $325 for partners, and $275 for associates, and lower rates for other staff. Carpenter Rothans seeks rates of $325 for partners, and $275 associates. Depending on each specific firm, hese rates would become effective as of July 1, 2025 and be subject to adjustment as of July 1, 2025.

Frost Brown Todd requests a flat retainer of $22,500 per month for work performed by the City Attorney, including time spent attending City Council meetings, attending meetings, reviewing agenda bills and overseeing the work processed by the City Attorney. This is in line with prior expenditures for similar scopes of work and is intended to assist the City with financial planning. The firm seeks rates of $360 for partners, $340 for associates, and $200 for paralegals for litigation and transaction work. These rates would not become effective until January 1, 2026.

The firm would anticipate seeking a 4% increase on January 1, 2027 and 2028. The deferral of any increase until January 1 is intended to delay increases in rates that would have occurred July 1 2023. The increases for the Rothans Carpenter and Frost Brown Todd firms would be the subject of letter agreements to be executed by the City Manager.

ATTACHMENT: Proposed Retainer Agreements

Patrick J. Foley
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Patrick.Foley@lewisbrisbois.com
Direct: 213.580.7914

September 4, 2025

VIA EMAIL ONLY
City of South Gate
c/o Raul Salinas, Esq.
Frost Brown Todd
633 W. Fifth Street, Suite 900
Los Angeles, CA 90071

Re: Engagement Letter

Dear Mr. Salinas:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and City of South Gate ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS and City of South Gate. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS and You until You have executed the Agreement, nor will LBBS be obligated to provide legal services, until You have returned a signed copy of this Agreement and paid the initial retainer called for under Paragraph 8.

3. SCOPE OF REPRESENTATION: SCHEDULE A

LBBS will perform only those legal services set forth in the Scope of Representation attached as Schedule A. You shall have no expectation that the Firm will provide legal services beyond those set forth in Schedule A, unless LBBS and You amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services. You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for or the Firm's right to receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide LBBS with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

We will charge You for the services provided pursuant to the Agreement based on the amount of time (including travel) we devote to the matter at the hourly rates for the particular professionals involved as are set forth in Schedule B. We bill in minimum units of 6 minutes, or .1 hour.

We reserve the right, in our discretion, to an annual rate increase up to 10%. We will provide You with a 30 day notice of the increase which will then automatically apply to the next invoice following the notice period. In the event that we seek an annual rate increase greater than 10%, we will provide You with the 30 day notice and seek Your consent to the increase, not to be unreasonably withheld. We reserve the right to staff the handling of the matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of Your matter with You at any time, and will consider Your input in the staffing of the matter.

6. COSTS, EXPENSES AND OTHER CHARGES

a. COSTS AND EXPENSES: SCHEDULE B

We will incur on Your behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses, in addition to the hourly fees. Schedule B, attached, includes a non-exhaustive list of costs we may incur on Your behalf.

b. OUTSIDE CONSULTANTS/OTHER VENDORS

In addition to the costs of the type set forth in Schedule B, it may become necessary to hire persons or entities outside LBBS, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. We will select any consultants or investigators to be hired after notice to and consultation with You, and You agree to honor the terms and conditions of any agreement that we enter into on Your behalf with any such outside person or entity.

c. REIMBURSEMENT OR DIRECT PAY

We reserve the right in our sole discretion to either pay directly any of the costs incurred such as those set forth in Schedule B, and/or for outside consultants or other vendors, or to ask You to pay any such expense directly. If we exercise our right to require You to pay an outside vendor invoice directly, and You fail to do so, You agree to defend and indemnify the Firm with respect to any claim, demands or suit brought against the Firm as a result of Your failure to pay such invoice. Payment directly by the Firm of any such expense shall not be construed as a waiver of our right to require You in the future to pay any similar expense directly.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months on our client's behalf. The detail in the periodic statement will inform You of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon Your promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge You to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, You will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.

In the event You fail to pay any invoice within thirty (30) days of the statement date, You agree to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall not be deemed to have waived any claim in the future for interest on other invoices. If You timely

object in writing to a portion of a statement, You agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming You have waived Your right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Paragraph 11 ahead.

8. RETAINER: SECURITY AND ADVANCE PAYMENT OF FINAL INVOICE

This Engagement Letter shall not be effective until You have signed it. A retainer fee has been waived in this matter. This retainer is not an estimate of the total charges which may be incurred. The retainer is: 1) a sum to be held as security for the Firm with respect to Your obligations to pay the fees and costs incurred by the Firm pursuant to the Engagement Letter; and 2) an advance payment to be applied to the Firm's final invoice in this matter. We expect that You will live up to the terms and conditions of the Engagement Letter in full, in which case the full amount of the remaining retainer will be applied against the final invoice and any excess returned to You. However, should You become delinquent on the payment of any statement, we may in our discretion apply the retainer to the payment of that statement. In that event, You shall immediately restore the retainer to its full amount upon our request. Failure to restore the retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal from representation, as more fully discussed in Paragraph 11 ahead.

We also reserve the right to require, and You agree to provide, increases to the retainer should the time and expense required to carry out the representation contemplated by this Engagement Letter increase beyond that reasonably anticipated at the beginning of the engagement.

The case which is the subject of this Engagement Letter may resolve in one of a variety of different ways, including dismissal, settlement, or trial. Trial preparation and the actual trial of a case are the most time consuming part of any litigation engagement. We are likely, therefore, to require an increased retainer before we begin trial preparation. We will determine the amount of the increase in the retainer prior to the trial, based upon an estimate of time and costs that may be involved for trial preparation and trial. Failure to provide the increased retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from the representation as more fully discussed in Paragraph 11 ahead.

9. ATTORNEY LIEN

You hereby grant LBBS a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be in the amount of sums owing to LBBS at the conclusion of services performed plus any costs, attorney's fees, or interest to which LBBS may be entitled. The lien will attach to any recovery You may obtain, whether by arbitration award, judgment, order, settlement or otherwise arising out of or relating to all claims or causes of action

that are the subject of the representation under this Agreement. The effect of such a lien is that LBBS may be able to compel payment of fees and costs from any such funds recovered by You even if LBBS has been discharged before the end of the case. As noted in Paragraph 15, You have the right to seek the advice of separate counsel with respect to this Agreement. This right applies to all of the provisions of this Agreement, but is especially important with respect to this paragraph granting the Firm lien rights which may affect Your property rights.

10. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to court order substituting new counsel or permitting withdrawal of the Firm from the litigation.

11. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to LBBS regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

12. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 10 years, or any alternate period as determined by California. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

13. CHOICE OF LAW/FORUM SELECTION

This Agreement is deemed to have been executed, and is intended to be performed in the State of California, subject to its laws, regardless of whether services are actually rendered outside of the State of California. Any dispute arising from this Agreement shall be governed by the laws of the State of California. The venue for the judicial resolution of such dispute shall be proper only within the State of California.

14. NO PROMISES OR GUARANTEES

You understand that LBBS has made no representation or guarantee concerning the outcome of the matter set forth in the attached Schedule A.

15. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

16. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Lewis Brisbois Bisgaard & Smith LLP has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

17. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

18. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank You for choosing Lewis Brisbois Bisgaard & Smith LLP as Your counsel with respect to the matter set forth in Schedule A.

We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: _____

Accepted and agreed to:

By: _____

Name Raul Salinas, Esq.

Title: Attorney for City of South Gate

Address: 633 W. Fifth Street, Suite 900, Los Angeles, CA 90071

Phone: 323-563-9500

Fax:

E-mail rsalinas@fbtlaw.com; rsalinas@sogate.org

Very truly yours,

Patrick J. Foley of
LEWIS BRISBOIS BISGAARD & SMITH LLP

PJF:tgd
cc: Steve Rolon
Dina Zaragoza
Connie Calderon

SCHEDULE "A":

SCOPE OF REPRESENTATION

Represent Defendant City of South Gate in the "Estate of John Barkodar, M.D., et al. vs. City of South Gate, et al." matter.

***

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. **Identification**

Client(s): City of South Gate

Matter: Pending

B. **Hourly rates for legal personnel**

$325 Partners

$275 Associates

$175 Paralegals

____ Law Clerks

C. **Standard charges**

We charge for our time in minimum units of .1 hours (6 minutes).

D. **Costs and expenses incurred on Your behalf may include but are not limited to:**

Process server fees	At cost
Filing fees or other fees fixed by law or assessed by public agencies	At cost
Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately $5.00/minute)
Word processing support	$35.00 per hour
Mileage	At the Internal Revenue Service's business mileage reimbursement guidelines

Messenger and other delivery fees	At cost
Photocopying and other reproduction costs	In-house - $0.10 per page Outside service-At cost
After hours building services (when dictated by special client need)	At cost

Aleshire & Wynder

Colin J. Tanner | ctanner@awattorneys.com
p (949) 223-1170 | d (949) 250-5402 | awattorneys.com

May 29, 2025

CITY MANAGER'S OFFICE
JUN 04 2025
RECEIVED
JUN 11 2025
CITY OF SOUTH GATE
CITY ATTORNEY'S OFFICE

VIA E-MAIL AND U.S. MAIL

Rob Houston, City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280
E-Mail: rhouston@sogate.org

Re: A&W Adjustment to Special Counsel Billing Rates for 7/1/2025

Dear Rob:

It has been a pleasure continuing to serve the City of South Gate's labor and personnel needs these past eight years. We believe you have been satisfied with the services provided to date. Under our attached Contract Services Agreement for Special Counsel Services (Contract No. 3330), we were due an annual June 1, 2025 cost of living rate increase.

Section 5.B. of the Contract Services Agreement provides:

> B. On the anniversary of this Agreement, A&W may increase its hourly rate for services based upon changes in the consumer price index for Urban Wage Earners and Clerical Workers in the Los Angeles-Riverside-Orange County, CA area by giving City written notice of the change, which should be effective 30 days following such notice.

In January 2018, the Bureau of Labor Statistics (BLS) introduced a new geographic area sample for the Consumer Price Index (CPI) which removed Riverside, California from the Los Angeles-Riverside-Orange County, CA geographic area sample. The new Core Based Statistical Area covering the City is Los Angeles-Long Beach-Anaheim, CA.

Due to unusually high CPI-U numbers in 2021-22 and the discussions held that year with the employee bargaining groups limiting their COLA requests, I agreed with Chris Jeffers in 2022 to limit our firm's CPI-U rate increase that year to 4% (rounded to the nearest dollar) instead of the contractually entitled 7.9% reflected by the CPI-U for the previous April to April 2021-22 measuring period. We never caught up in the actual legal marketplace on that decrease.

This year the CPI-U for the April to April 2024-25 measuring period is 3%. Accordingly, this letter serves to confirm that we are increasing our rates as detailed below to be effective July 1, 2025 per the terms of our contract.

	6/1/2017 Initial Rate	6/1/2018 4.20%	6/1/2019 3.30%	6/1/2020 1.30%	6/1/2021 4.7%	6/1/2022 4.7%	8/1/2023 3.8%	8/1/2024 3.9%	8/1/2025 3.0%
Partner	$225	$234	$242	$245	$257	$267	$277	$288	$297
Associate	$195	$203	$210	$213	$223	$232	$241	$250	$258
Law Clerk	$110	$115	$118	$120	$126	$131	$136	$141	$145
Paralegal	$110	$115	$118	$120	$126	$131	$136	$141	$145
Doc Clerk	$60	$63	$65	$65	$68	$71	$74	$77	$79

These rates remain well under market and under what LCW is charging for similar labor and employment services. Give the previous CPI increase limitation in 2021-22 and the under market rates, I propose to discuss with you during the summer that we bring a new amended and restated contract forward to further adjust rates and have the City Council adopt a new contract for transparency purpose. In the meantime, the above new rates will still take effect July 1, 2025.

If you have any questions or comments or believe any of the calculations above are incorrect, please feel free to contact me to discuss. Thank you!

Very truly yours,

ALESHIRE & WYNDER, LLP

Colin J. Tanner
Equity Partner

Enclosure

cc: Raul Salinas, City Attorney (via email only)

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Partners	$475.00
Senior Counsel	$390.00
Associates	$295.00 - $370.00
Labor Relations/Human Resources Consultant	$305.00
Classification & Compensation Consultant	$230.00
Paralegals	$165.00
E-Discovery Specialists	$185.00
Law Clerks	$180.00 - $200.00

Dina Zaragoza

From: Marc A. Zavala <mzavala@lcwlegal.com>
Sent: Wednesday, June 25, 2025 9:52 AM
To: Dina Zaragoza
Subject: New Rates
Attachments: City of South Gate - SO100 - EXE General Agreement - 2024.pdf; LCW Fee Schedule - P475.pdf

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

Hi Dina,

Our firm increases hourly rates every July 1st as noted in our agreement. I am including our new rate schedule (effective 7/1/25) in case the City requires notification. Let me know if additional documentation is needed.

Thank you

Marc A. Zavala | Accounting & Contracts Specialist
LCW LIEBERT CASSIDY WHITMORE
6033 West Century Boulevard, 5th Floor
Los Angeles, CA 90045
tel: 310.981.2000 | dir: 310.981.2074
fax: 310.337.0837
mzavala@lcwlegal.com | Website

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This email message has been delivered safely and archived online by Mimecast.

Item No. 10

Office of the
South Gate City Clerk

OCT 20 2025

FILED

3:32pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 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 September 9, 2025; and

b. Approving the Special and Regular Meeting minutes of September 23, 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, SEPTEMBER 9, 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 CERTIFICATE OF APPRECIATION The City Council issued a Certificate of Appreciation to Aalyah Martinez for her Girl Scout Gold Award Project at the South Gate Sports Center.

CLOSED SESSION The Council Members recessed into Closed Session at 5:40 p.m. and reconvened at 6:29 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. Juana Bonilla v. City of South Gate, et al.

On item 1(a), the city was served with a lawsuit involving an accident and a city vehicle. On a motion made by Mayor Davila and seconded by Council Member Hurtado and on vote of 5-0, the City Council authorized the City Attorney to defend that action.

2. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6

Agency Representation:	Rob Houston, City Manager
Unrepresented Employees:	Top Management/Department Directors Hourly Employees
Employee Organizations:	SGMEA, SGPMMA, SGDMA, SGPMA SGPOA

On item 2, the City Council received a report from the City Manager with respect to ongoing union-related discussions involving each of the employee organizations listed on the agenda. Upon completion of that report, there was no reportable action taken.

ADJOURNMENT Council Member Rios unanimously adjourned the meeting at 6:30 p.m. and seconded by Council Member Hurtado.

PASSED and **APPROVED** on this day of 2025.

ATTEST:

Maria Davila, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 9, 2025

CALL TO ORDER Maria Davila, Mayor called a Regular City Council Meeting to order at 6:30 p.m.

INVOCATION Steve Costley, Director of Parks and Recreation

PLEDGE OF ALLEGIANCE Darren Arakawa, Chief of Police

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
FINANCIAL MGMT The City Council:

a. Adopted Resolution No. 2025-26-CC entitled Resolution of the City Council of the City of South Gate, California, establishing a new Schedule of Fees for City services effective for FY 2025-26;

b. Authorized the Mayor to execute the Resolution in a form acceptable to the City Attorney; and

c. Rescinding Resolution No. 2021-51-CC

Rob Houston, City Manager, stated there is a presentation on the fee schedule, and Luis Frausto, Director of Administrative Services will present the presentation.

Luis Frausto, Director of Administrative Services, presented the proposed master fee schedule for Fiscal Year 2025-26 and requested City Council's approval of the resolution establishing the updated fees for city services and rescinding the city's prior fee resolution from 2021.

Mayor Davila asked if anyone in the audience wished to speak on this item.

Liz Ruiz, Kauffman Avenue, is not in support of raising city fees. As to the electronic public records request fees, it wasn't uncommon to pay for copies.

1
FINANCIAL MGMT
CONT'D

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

EMAILS

Mario Dominguez requested City Council to eliminate fees for emailed public records request, adopt a Quimby fee for ordinance to fund parks and recreation, remove the $3 bicycle license fee and stop the increase in the body warn camera footage fee.

Council Member Hurtado requested not raising the preferential parking fee. He addressed the code enforcement fees and did not see fees regarding electric vehicles on sidewalks.

Chief Arakawa stated the police department are working on an education campaign.

Council Member Avalos stated that the preferential parking fee is only 7%. It is not a huge difference, but Code Enforcement is something to look at.

Council Member Avalos motioned to approve the master fee schedule with the exception of Code Enforcement and seconded by Council Member Hurtado.

Mr. Frausto asked for clarification on the motion.

Mr. Houston stated it was mentioned perhaps freezing one of the fees and then a counterproposal of not freezing the preferential parking. Then how to handle from a policy perspective a repeat offender but the actual fee that's being proposed to have a slight increase for the code enforcement fine.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Rios, yes; Vice Mayor Barron, yes; Mayor Davila, yes.

COMMENTS FROM THE AUDIENCE - NON-AGENDA

Juan Rosas Castaneda, 2450 Illinois Avenue, complained about the new water meter.

Claudia Rivera is dissatisfied with Councilwoman Avalos' character.

Ana, Director of the South Gate Chamber of Commerce, thanked everyone for joining the job fair. 452 people attended the job fair. She mentioned Northgate has been providing vouchers for food insecurity to the community. She mentioned the State of the City address hosted Thursday, November 6th at the Henry C. Gonzalez Auditorium and the Children's Christmas Lane Parade is Sunday, December 14th.

COMMENTS FROM THE AUDIENCE - NON-AGENDA CONT'D

Sonia, South Gate resident, stated there was an accident at the corner of State Street and Illinois Avenue and a community member passed away due to lack of a pedestrian walk.

Armando Velasquez, Independence Avenue, announced upcoming events with the Kiwanis Club of South Gate. He also mentioned having issues with emails from Kiwanis to City Hall.

Liz Ruiz, Kauffman Avenue, is the Vice Chair for the Parks Commission, and reiterated the importance of working with partner organizations and emphasized the people are volunteers. She is disappointed with the comments made by Councilwoman Avalos relating to auditing the buildings.

Candace Solache, Tweedy Boulevard, echoed the sentiments that Ms. Ruiz expressed.

Alan Flores, Chairman of the Parks Commission mentioned all the organizations and volunteers are important. He is also disappointed with all the social media attacking City Council.

Maria Hernandez thanked everyone that replied to her email regarding Circle Park and the residents' concerns.

EMAILS

Mario Dominguez requesting that the city install bike racks on its public transportation vans.

South Gate Junior Athletic Association, South Gate Aztecs Youth Football, South Gate AYSO Region 652, South Gate Aqua Coalition, and South Gate Boy and Cub Scout submitted a joint letter urging the City Council to protect affordable access to city facilities that support youth programs.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works Department, addressed the comments from the audience regarding the charging station by the Civic Center, water meters and Circle Park. He also mentioned the residential resurfacing project is making lots of progress.

Council Member Hurtado asked that the cross issue be addressed.

Mr. Cervantes mentioned the intersection has certain traffic controls and the city is planning to re-stripe.

City Attorney Salinas stated the cause of the incident was not anything having to do with the striping of the streets or conditions of the streets.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Steve Costley, Director of Parks & Recreation, invited everyone to the new Teen Center location in the Girls Clubhouse on September 15th from 3-6 p.m. He mentioned an issue with the pool due to a power outage in the city and then cascaded down to other issues. It will be closed through the end of September. He also mentioned having a fireworks show during Halloween on October 31st.

Gabriel Perez, Director of Community Development, had no updates.

Luis Frausto, Director of Administrative Services, had no updates.

Jon Hamilton, Director of Human Services, had no updates.

Darren Arakawa, Chief of Police reported that this past Thursday, three police officer recruits graduated, which will start field training. There will be a car show in two weeks at South Gate Park. The Trunk and Treat is scheduled for Thursday, October 30th in front of city hall. The Pageant of the Trees meeting is coming up shortly.

Rob Houston, City Manager, stated the city has amazing facilities that the community gets great use of, but very expensive to operate as they get older.

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

Jose De La Paz, City Treasurer, nothing to report.

Yodit Glaze, City Clerk, nothing to report.

Council Member Avalos thanked everyone present tonight and also on YouTube. She had the pleasure of attending the Rotary. She thanked Northgate for matching their donations with the community's donations. She will be attending the Vector Control meeting this week.

Council Member Avalos stated that no one from the JAA has made a meaningful response to any of her questions she believes lies at the heart of the personal attacks she has been receiving. She formally requested a valuation, and she is requesting it again on record. She has not received a response to the requested valuation and documentation.

Council Member Avalos spoke on leadership and second chances. She does not believe in blacklisting people for saying critical things about her in the past or disagree and act like a dictator. The recent appointment being discussed or brought up, is not based on personal history or to stop someone from criticizing her. The individual in question has previously served on the commission and has demonstrated both experience and

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

dedication to the community. This individual has provided information to the community during the ICE raids. She is asking to move forward with integrity, compassion, and renewed focus on what really matters most, which is the well-being of this community.

Council Member Hurtado stated the Rotary Club had a nice event. ICE raids might get worse due to the Supreme Court's decision. He explained that any city projects close to where he resides, by law he must recuse himself.

Council Member Rios hopes there can be some compromise with SCE regarding Circle Park and the residents. He attended the school safety collaborative with the Mayor and it was well attended. He is saddened the swimming pool is closed for a month. The job fair was well attended. He thanked Northgate for providing food vouchers.

Vice Mayor Barron is the President of the SELA Kiwanis and mentioned upcoming events (September 30th will be the Second Annual College Fair and Career Fair at the Henry C. Gonzalez Auditorium from 5:00 p.m. to 8:00 p.m. There will be over 27 universities, colleges, and workforce development organizations. September 20th is going to be the SELA day of service.)

Vice Mayor Barron visited the residents on Karmont regarding Circle Park. He urges families to have a preparation plan in place due to the Supreme Court's decision to remove the temporary restraining order.

Mayor Davila attended the Chamber of Commerce and Veterans Resource fair and was very impressed by how well it was attended. She also attended the Gateway Cities COG retreat and the three main topics discussed were transportation, broadband and homelessness. She thanked the public for attending tonight's meeting.

CONSENT CALENDAR

Agenda Items 2, 3, 4, 5, 6, and 7 were unanimously approved by motion of Council Member Avalos and seconded by Council Member Hurtado. Item 8 was pulled for separate discussion.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Rios, yes; Vice Mayor Barron, yes; Mayor Davila, yes.

2
WATER

The City Council unanimously approved items A & B during Consent Calendar:

a. Resolution No. 2025-27-CC entitled Resolution of the City Council of the City of South Gate, California, approving the Amended and Restated Joint Powers Agreement (Contract No. 2394) with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, thereby reaffirming the City's participation and continuing membership until such time the City elects to withdraw, which has annual membership dues of $15,000; and

b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

3
COMMUNITY DEV/
HOUSING

The City Council unanimously approved items A & B during Consent Calendar:

a. Amendment No. 5 to Contract No. 2020-19-CC with RSG, Inc., to continue providing as-needed services to the Community Development Department effective July 1, 2025, through June 30, 2026, with potential two one-year extensions in an amount not to exceed $125,000; and

b. Authorized the Mayor to execute Amendment No. 5 in a form acceptable to the City Attorney.

4
LAW ENFORCEMENT

The City Council unanimously approved items A & B during Consent Calendar:

a. The renewal of the Agreement (Contract No. 2021-122-CC) with Axon Enterprise, Inc. for the continued use of body-worn cameras and related accessories for police department personnel; and

b. The issuance of a purchase order to Axon Enterprise, Inc. for ongoing program implementation and support.

5
CODE ENFORCEMENT
ADMIN

The City Council unanimously approved items A, B & C during Consent Calendar:

a. Agreement (Contract No. 2025-58-CC) with Willdan Engineering to provide one Code Enforcement Supervisor for an initial term of four-months, with the option to extend the Agreement for one additional month, in a form acceptable to the City Attorney;

5
CODE ENFORCEMENT ADMIN CONT'D

b. Authorized the Mayor to execute the Agreement and any necessary amendments or extensions; and

c. The reappropriation of $88,000 from Salaries (Account No. 100-604-29-5101) to Professional Services (Account No. 100-604-29-6101) to fund the contract.

6
LAND USE PLANNING ADMIN

The City Council unanimously directed staff to release a request for qualifications (RFQ) to solicit proposals to establish a list of consultants who can provide various services for planning, landscaping and/or environmental issues.

7
PARKS

The City Council unanimously approved items A, B & C during Consent Calendar:

a. A Purchase Order with Intergraphics Company Printer in the amount of $71,000 (for four 40-page quarterly brochures at $17,750 each) to print, fold, and mail the City's *Connect* brochure;

b. Authorized the City's Purchasing Division to issue a Purchase Order for this process in accordance with the City's purchasing ordinance and policies; and

c. Authorized the Director of Parks & Recreation to execute any additional documents as may be required for future issues of the Connect.

8
CITY COUNCIL APPOINTMENTS

The City Council considered ratifying the appointment by Council Member Maria del Pilar Avalos of Robert Montalvo to the Parks & Recreation Commission.

Mayor Davila motioned to oppose the appointment of Robert Montalvo to the Parks & Recreation Commission and seconded by Council Member Hurtado.

ROLL CALL: Council Member Avalos, no; Council Member Hurtado, yes; Council Member Rios, abstained; Vice Mayor Barron, yes; Mayor Davila, yes.

9

WARRANTS

The City Council unanimously approved the Warrant Register for September 9, 2025, by motion of Mayor Davila and seconded by Council Member Hurtado.

Total of Checks:	$ 2,243,046.39
Less: Voids	$ (0.00)
Less: Employee Payroll Deductions	$ (389,263.46)
Grand Total:	$ 1,853,782.93

Cancellations: None

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Rios, yes; Vice Mayor Barron, yes; Mayor Davila, yes.

ADJOURNMENT

Council Member Hurtado unanimously adjourned the meeting at 9:00 p.m. and seconded by Council Member Avalos.

PASSED and **APPROVED** on this day of 2025.

ATTEST:

Maria Davila, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 23, 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 Gil Hurtado and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

EXCUSED/ABSENT Council Member Maria del Pilar Avalos

1 CERTIFICATES OF APPRECIATION The City Council issued Certificates of Appreciation to the United States Postal Service Mail Carriers and Clerks.

2 PERSONNEL RECRUITMENT & SELECTION The City Council considered receiving and filing the list of new and promoted full-time employees hired or promoted during August 2025.

RECESS At this time, 5:58 p.m., the meeting was recessed in order that the Council might hold the Housing Authority Meeting. The meeting reconvened at 6:04 p.m. with four (4) Council present.

CLOSED SESSION The Council Members recessed into Closed Session at 6:04 p.m. and reconvened at 6:42 p.m. with four (4) Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
   Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C), 54956.9(d)(1)(4)

   a. Lorena Higadera and Luis Higadera v. City of South Gate, et al.
   b. Teresa Reyes Ramirez and Hector Ernesto Ramos Martinez v. JoshuaRuben Gonzalez, City of South Gate, et al.
   c. Secondary Opioid Manufacturers and Purdue National Opioid Settlements United States District Court Case No. 1:17-MD-2804

Item 1(a) involved a collision with a city vehicle. City Council received a presentation. After the presentation and on a motion made by Mayor Davila and seconded by Council Member Hurtado and on vote of 4-0, the City Council authorized the City Attorney to defend that matter.

CLOSED SESSION CONT'D

Item 1(b) involved a collision with a city vehicle. City Council received a presentation. After the presentation and on a motion made by Mayor Davila and seconded by Council Member Hurtado and on vote of 4-0, the City Council authorized the City Attorney to defend that matter.

Item 1(c) relates to two settlement agreements. One involving the Secondary Opioid Manufacturers and the other one involving Purdue National Opioid Settlements. These are settlements that have been entered into by number of states including the state of California. These are monies paid by Opioid Manufacturers. In one case as a result of the settlement, the state of California will be receiving $79 dollars and on the second, the state will be receiving $440 million. The City of South Gate's share is a very small share, 0.00166%. That money will be monitored and directed to the County of Los Angeles to oversee the program applicable to South Gate. On a motion made by Council Member Hurtado and seconded by Mayor Davila and on vote of 4-2, the City Council authorized the City Manager to move forward to execute any and all settlement agreements relating to those settlements.

ADJOURNMENT

Council Member Hurtado adjourned the meeting at 6:44 p.m. and seconded by Vice Mayor Barron.

PASSED and **APPROVED** on this day of 2025.

ATTEST:

Maria Davila, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 23, 2025

CALL TO ORDER	Maria Davila, Mayor called a Regular City Council Meeting to order at 6:45 p.m.
INVOCATION	Steve Costley, Director of Parks and Recreation
PLEDGE OF ALLEGIANCE	Darren Arakawa, Chief of Police
ROLL CALL	Yodit Glaze, City Clerk
PRESENT	Mayor Maria Davila, Vice Mayor Joshua Barron, Council Member Gil Hurtado and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas
EXCUSED/ABSENT	Council Member Maria del Pilar Avalos

1 COMMUNITY DEV/ HOUSING

The City Council approved items A & B by motion of Council Member Rios and seconded by Council Member Hurtado:

a. Resolution No. 2025-28-CC entitled A Resolution of the City Council of the City of South Gate, approving the Fiscal Year 2024-2025 Consolidated Annual Performance and Evaluation Report ("CAPER"); and

b. Authorized the City Manager, or designee, to submit to the U.S. Department of Housing and Urban Development the Fiscal Year 2024-2025 CAPER.

Carol Averell, Housing Manager, gave a presentation.

Council Member Hurtado is disappointed with the continue graffiti and the amount of money the city spends for graffiti abatement.

Council Member Rios questioned if the city would continue applying for federal funding.

Ms. Averell stated that there was an 11% cut for this year for CDBG. The city is waiting for the contracts for this fiscal year.

1
COMMUNITY DEV/
HOUSING CONT'D

Mayor Davila asked if anyone in the audience wished to speak on this item. Seeing no one step forward; Mayor Davila closed the audience portion.

ROLL CALL: Council Member Hurtado, yes; Council Member Rios, yes; Vice Mayor Barron, yes; Mayor Davila, yes; Council Member Avalos, excused.

2
MUNICIPAL CODE
ADMIN

The City Council approved items A & B by motion of Council Member Hurtado and seconded by Council Member Rios:

a. Waived the reading in full and introduced Ordinance No. 2025-01-CC entitled An Ordinance of the City Council of the City of South Gate, California amending Title 11, Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) of the South Gate Municipal Code; and

b. Accepted the determination that the proposed amendment is Exempt from the California Environmental Quality Act ("CEQA") as a "ministerial" project pursuant to CEQA Guidelines Section 15268(a).

Gabriel Perez, Director of Community Development, stated Joshua Valdez, Associate Planner, will be giving the presentation. This item is before City Council because the city has not updated the ADU ordinance Accessory Dwelling Units since 2021. There are new laws ever year that are passed by the state that amend rules for ADUs across the state and the city must comply with the requirements.

Joshua Valdez, Associate Planner, gave the presentation.

Vice Mayor Barron thanked Mr. Valdez for the presentation. He stated this community is overrun with difficulties with finding parking and the State of California is saying there is a housing crisis. He understands the need for housing but does not agree to adding more housing.

Mayor Davia stated the City of South Gate is required to build 8,282 units and the city will keep having parking issues.

Council Member Rios stated that on the governor's desk is a bill that would allow building six-story buildings/housing in neighborhoods which would create problems.

2
MUNICIPAL CODE
ADMIN CONT'D

Council Member Hurtado stated the City of Jurupa has the same population as the City of South Gate and does not understand why the City of Jurupa is only required to build 2,400 units and South Gate is required to build 8,282 units.

Mayor Davila asked if anyone in the audience wished to speak on this item. Seeing no one step forward; Mayor Davila closed the audience portion.

ROLL CALL: Council Member Hurtado, yes; Council Member Rios, yes; Vice Mayor Barron, yes; Mayor Davila, yes; Council Member Avalos, excused.

COMMENTS FROM THE AUDIENCE - NON-AGENDA

Steve Soto thanked Council Member Rios for inviting him tonight. Mr. Soto has been writing poems and an author for over 60 years. He has been a guest poet columnist for the Desert Sun newspaper. A newspaper that serves Palm Springs and the Coachella Valley. Mr. Soto wrote and read a poem called "Home of the Brave" in response to unconscionable treatment of immigrants.

South Gate resident informed City Council that he was on his bicycle heading eastbound on Santa Ana Street between California and Otis where he fell forward due to uneven streets. He is requesting the streets to be fixed.

Carlos Gonzalez, Jr., South Gate resident, is a parent and volunteer and is speaking on behalf of the American Youth Soccer Organization, also known as AYSO. He informed Council that AYSO practice at Hollydale Park and is requesting better lighting.

Heidi Portillo and her son are present tonight reading a statement prepared by all the families in NYSO asking for better lighting at Hollydale Park.

Sergio Sanchez stated his son play for NYSO. The previous parents already spoke on the lighting issues at Hollydale Park, but there are other issues, for example the men's restrooms.

Mario Sanchez and his children are present tonight. Mr. Sanchez stated his children are members of AYSO and having children play sports keeps them busy and out of trouble. He reiterated about having better lighting at Hollydale Park.

Consuelo Godoy, South Gate resident, is requesting City Council to place a flagpole and a flag in front of city hall in memory of Nicolas "Nick"

COMMENTS FROM THE AUDIENCE - NON-AGENDA CONT'D

Godoy. Mr. Godoy was a member of the VFW for 20 years. She stated if funds are needed to please inform her.

Juan Contreras also spoke on the conditions of the restrooms at Hollydale Park and poor lighting.

EMAILS

Mario Dominguez, South Gate resident, is requesting the City of South Gate develop a bike trail on Southern Avenue like the City of Bellflower. He stated South Gate is not bike friendly and the Gate buses lack bike racks.

Claudia Rivera, South Gate resident, is questioning Councilwoman Avalo's character for proposing Robert Montalvo to the Parks Commission. Ms. Rivera and her family will no longer support Council Members Avalos and Rios.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Mayor Davila asked Mr. Costley about Hollydale Park restrooms.

Mr. Costley will check on Hollydale Regional Park. He mentioned the park is farther away from the community and next to the riverbeds. Every time the Parks Department places partition doors, they get stolen. The city has put thousands of thousands of dollars into doors. Mr. Costley will speak with the restroom industry businesses about new and improved doors.

Arturo Cervantes, Director of Public Works, addressed the condition of the sidewalk on Santa Ana.

Mayor Davila requested the street be looked at.

Council Member Hurtado explained the process on the non-agenda items.

Mr. Houston explained the chain of command and asked Mr. Costley if he was familiar with the folks that spoke tonight.

Steve Costley, Director of Parks & Recreation, stated yes, the parks department has liaison information to the AYSO.

Mr. Costley thanked everyone that was able to attend the new teen room at the girls clubhouse. On October 4th there is the Art Walk in front of the auditorium. Everyone is invited to attend the opening of the renovated Circle Park at 4 p.m. on October 13th. He also mentioned Fireworks show at the Halloween event.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Gabriel Perez, Director of Community Development, no updates.

Luis Frausto, Director of Administrative Services, no updates.

Jon Hamilton, Director of Human Resources, no updates.

Darren Arakawa, Chief of Police, announced the Third South Gate Annual Classic Car Show scheduled for this Saturday at 10 o'clock. He also mentioned taking possession of their second Harley-Davidson motorcycle courtesy of Office of Traffic Safety.

Rob Houston, City Manager, informed the public that their comments are heard. The AYSO may have a dialogue with the Director of Parks & Recreation. He also mentioned the city's limitations at Hollydale Park due to Edison Easement with powerlines.

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

Jose De La Paz, City Treasurer, nothing to report.

Yodit Glaze, City Clerk, mentioned the City Clerk's Office processes passport applications by appointment. Currently the appointments are from 9 a.m. to 12 p.m. and starting this Monday, we will have afternoon appointments from 2 p.m. to 5 p.m.

Council Member Rios is suggesting AYSO using the LAUSD field or exploring other city facilities that have lighting.

Council Member Rios enjoyed Mr. Soto's poem. He attended a water workshop and stated two thirds of our water comes from Northern California. He asked Mr. Costley to speak about the Senior Adult Transportation Popup.

Mr. Costley stated this Friday the city will be connecting the seniors with the Metro, local bus and dial-a-ride.

Council Member Hurtado mentioned the homeless by the riverbed have been lighting very loud fireworks. He informed Connie Godoy that Nick Godoy was very nice to him. Nick Godoy was a good person. He commended the parents for volunteering and having their children in the AYSO. He stated speaking to a representative or consultant for the bus route regarding bike racks. The consultant stated because the way the bus is set up, a permanent rack cannot be placed but will see if a temporary rack can be placed.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Vice Mayor Barron thanked AYSO for attending tonight's meeting and the parents for volunteering.

Vice Mayor Barron is the President of the SELA Kiwanis and mentioned September 30th will be the Second Annual College Fair and Career Fair at the Henry C. Gonzalez Auditorium from 5:00 p.m. to 8:00 p.m. There will be over 27 universities, colleges, and workforce development organizations. He thanked Supervisor Janice Hanh and Assembly Member Solache for their contribution to the event for the scholarships.

Vice Mayor Barron mentioned that on October 4th Kiwanis is hosting a car show as a fundraiser in the City of Bell Gardens, Ford Park. He had the opportunity to visit the Western Carpenters Union Center in Carson. He attended an event this weekend for the Save America Movement. Food distribution is still being done through the SELA Kiwanis Organization and Southeast Leadership Foundation.

Mayor Davila attended the new teen room and thanked Mr. Costley and staff for their hard work putting the room together. She is planning to attend the Transportation Popup on Friday and thanked the AYSO parents for bringing their concerns to City Council.

CONSENT CALENDAR

Agenda Items 3, 4, 5, 6, 7, 8, 9, 10, and 11 were approved by motion of Mayor Davila and seconded by Council Member Hurtado.

ROLL CALL: Council Member Hurtado, yes; Council Member Rios, yes (voted no on 5); Vice Mayor Barron, yes; Mayor Davila, yes; Council Member Avalos, excused.

3 SURPLUS PERSONAL PROPERTY MGMT

The City Council approved items A, B & C during Consent Calendar:

a. Resolution No. 2025-29-CC entitled A Resolution of the City Council of the City of South Gate declaring the items listed in Attachment B (Bicycles & Miscellaneous Items) and Attachment C (Vehicles & Equipment) as surplus, obsolete, or unserviceable City personal property.

b. Authorized the City Manager or designee to dispose of the declared items through public auction conducted by U.S. Auctions of Ontario, CA; and to execute all related documents consistent with budgeted appropriations.

3
SURPLUS PERSONAL PROPERTY MGMT CONT'D

c. Authorized the City Manager or designee to dispose of any items not accepted by the auctioneer or failing to sell by using one or more of the following methods, as appropriate: recycling/salvage, scrap, inter-agency transfer, trade-in/credit, donation to another public agency, or landfill, in compliance with applicable laws and City policies.

4
LAW ENFORCEMENT

The City Council approved items A, B & C during Consent Calendar:

a. Resolution No. 2025-30-CC entitled Resolution of the City Council of the City of South Gate, California, approving the Los Angeles Interagency Metropolitan Police Apprehension Crim Task Force Joint Powers Agreement (LA Impact JPA);

b. The Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement (Contract No. 2025-59-CC), thus authorizing the City's Membership in the LA Impact Authority; and

c. Authorized the City Manager to Execute the JPA Agreement in a form acceptable to the City Attorney.

5
PERSONNEL - MOU BETW CITY & EMPLEE GROUPS

The City Council approved items A & B during Consent Calendar:

a. Resolution No. 2025-31-CC entitled Resolution of the City Council of the City of South Gate, California, approving the SGMEA MOU (Contract No. 2025-60-CC), SGPMMA MOU (Contract No. 2025-61-CC), SGDMA MOU (Contract No. 2025-62-CC), SGPMA MOU (Contract No. 2025-63-CC), SGPOA MOU (Contract No. 2025-64-CC), and the Executive Terms (Contract No. 2025-65-CC) for the term of July 1, 2025, through June 30, 2026; and

b. Authorized the Mayor to execute the comprehensive successor Memorandums of Understanding in a form acceptable to the City Attorney.

6
PERSONNEL ADMIN

The City Council approved Resolution No. 2025-32-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 and selected part-time employees within the CalPERS guidelines during Consent Calendar.

7
PERSONNEL RECRUITMENT & SELECTION

The City Council approved Resolution No. 2025-33-CC entitled Resolution of the City Council of the City of South Gate, California during Consent Calendar:

a. The creation of the full-time Principal Accountant position in the Administrative Services Department;

b. The reclassification of the full-time City Traffic Engineer to the full-time Transportation and Capital Improvement Program Division Manager in the Public Works Department;

c. The reclassification of one (1) full-time Principal Civil Engineer positions to the full-time Water Resources and Development Division Manager in the Public Works Department;

d. The elimination of the full-time Deputy City Engineer position in the Public Works Department; and

e. Directed staff to update the Consolidated Salary Schedule by adding the Principal Accountant, Transportation and Capital Improvement Program Division Manager, and Water Resources and Development Division Manager Titles, Pay Grades, and Pay Ranges.

8
FINANCIAL MGMT

The City Council approved items A, B & C during Consent Calendar:

a. A Professional Services Agreement (Contract No. 2025-66-CC) with Simpler Systems, Inc., to provide financial reporting software ("Simpler Platform") and related professional services with a not-to-exceed amount of $51,380 (License $17,500 + Professional Services $30,800 + 10% contingency $3,080), and ongoing Monthly License & Maintenance of $1,750 (annualized $21,000), subject to annual appropriation;

b. Authorized the issuance of a Purchase Order to Simpler, by a sole-source determination based on proprietary functionality and its "datapps" architecture and market uniqueness for Eden-based financial reporting, pursuant to SGMC § 1.54.510; and

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

9
LAW ENFORCEMENT

The City Council approved items A & B during Consent Calendar:

a. Agreement (Contract No. 2025-67-CC) with All City Management Services, Inc. ("ACMS"), for crossing guard services for a one (1) year term, effective July 1, 2025 - June 30, 2026; and

b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

10
TRANSPORTATION PLANNING/ADMIN

The City Council approved a Memorandums of Understanding ("MOU") (Contract No. 2025-68-CC) with Gateway Cities Council of Governments ("GCCOG") for technical assistance for a Regional Early Action Planning ("REAP") Subregional Partnership ("SRP") 2.0 Program Grant funded by Southern California Association of Governments ("SCAG") during Consent Calendar.

11
MINUTES

The City Council approved items A & B during Consent Calendar:

a. The Special and Regular Meeting minutes of August 12, 2025; and

b. The Special and Regular Meeting minutes of August 26, 2025.

12
CITY COUNCIL APPOINTMENTS

The City Council ratified the appointment by Council Member Gil Hurtado of Evelyn Martinez to the Citizen Advisory Committee and seconded by Mayor Davila.

ROLL CALL: Council Member Hurtado, yes; Council Member Rios, yes; Vice Mayor Barron, yes; Mayor Davila, yes; Council Member Avalos, excused.

13

WARRANTS

The City Council approved the Warrant Register for September 23, 2025, by motion of Mayor Davila and seconded by Council Member Hurtado.

Total of Checks:	$ 5,603,571.95
Less: Voids	$ (0.00)
Less: Employee Payroll Deductions	$ (430,338.43)
Grand Total:	$ 5,173,233.52

Cancellations: None

ROLL CALL: Council Member Hurtado, yes; Council Member Rios, yes; Vice Mayor Barron, yes; Mayor Davila, yes; Council Member Avalos, excused.

ADJOURNMENT

Council Member Hurtado adjourned the meeting at 8:59 p.m. and seconded by Council Member Rios.

PASSED and **APPROVED** on this day of 2025.

ATTEST:

Maria Davila, Mayor

Yodit Glaze, City Clerk

Office of the
South Gate City Clerk

OCT 22 2025

FILED

@ 9:51 AM

Item No. 11

WARRANT REGISTER FOR COUNCIL MEETING 10/28/2025

PART I

apChkLst
10/08/2025 8:59:22AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112093	10/9/2025	00000437	AFLAC	Ben375902	10/9/2025	AMERICAN FAMILY LIFE INS.: PA	751.52	751.52
	Voucher:							
112094	10/9/2025	00002417	AMERICAN FIDELITY ASSUR	Ben375894	10/9/2025	AMERICAN FIDELITY (ABT): PAYI	183.86	183.86
	Voucher:							
112095	10/9/2025	0012107	CALIFORNIA STATE DISBUR:	Ben375910	10/9/2025	CA STATE DISB. UNIT: PAYMENT	1,128.74	1,128.74
	Voucher:							
112096	10/9/2025	00000438	COLONIAL INSURANCE CO.	Ben375900	10/9/2025	COLONIAL INSURANCE CO: PAYI	2,060.45	2,060.45
	Voucher:							
112097	10/9/2025	00002138	FRANCHISE TAX BOARD	Ben375906	10/9/2025	GARNISHMENT - FRANCHISE TA	1,358.44	1,358.44
	Voucher:							
112098	10/9/2025	0014756	LIBERTY DENTAL PLAN, OF (	Ben375896	10/9/2025	LIBERTY DENTAL INSUR (MISC):	3,096.82	3,096.82
	Voucher:							
112099	10/9/2025	00002421	POLICE MANAGEMENT ASS(	Ben375904	10/9/2025	POLICE MANAGEMENT ASSOC. I	2,250.00	2,250.00
	Voucher:							
112100	10/9/2025	00000335	POLICE OFFICERS ASSOCIA	Ben375908	10/9/2025	POLICE ASSOCIATION DUES: PA	7,000.00	7,000.00
	Voucher:							
112101	10/9/2025	0011466	PRINCIPAL LIFE INSURANCE	Ben375890	10/9/2025	PRINCIPAL DENTAL PPO (MISC):	31,036.11	31,036.11
	Voucher:							
112102	10/9/2025	0011467	RELIANCE STANDARD	Ben375892	10/9/2025	LONG TERM DISABILITY: PAYME	6,021.50	6,021.50
	Voucher:							
112103	10/9/2025	00003152	SOUTH GATE POLICE EXPL(	Ben375888	10/9/2025	SGPD EXPLORER YOUTH PROG	530.00	530.00
	Voucher:							
112104	10/9/2025	0011468	SUPERIOR VISION SERVICE	Ben375886	10/9/2025	SUPERIOR VISION MISC.: PAYME	3,992.54	3,992.54
	Voucher:							
112105	10/9/2025	0014949	TEXAS CHILD SUPPORT SDI	Ben375912	10/9/2025	TX CHILD SUPPORT SDU: PAYME	638.31	638.31
	Voucher:							
112106	10/9/2025	00000334	UNITED WAY OF GREATER L	Ben375898	10/9/2025	UNITED WAY: PAYMENT	26.00	26.00
	Voucher:							

Sub total for BANK OF THE WEST: 60,074.29

14 checks in this report.

Grand Total All Checks: 60,074.29

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112107	10/8/2025	00004338	SEQUEL CONTRACTORS IN(	647-3	9/2/2025	8/2/25-9/1/25 RRP PHASE IV	998,185.14	998,185.14
	Voucher:							
112108	10/8/2025	00004865	SO CALIF EDISON	9/26/25	10/8/2025	BILLING PERIOD 09/03/25-10/01/2	89,033.91	89,033.91
	Voucher:							

Sub total for BANK OF THE WEST: 1,087,219.05

2 checks in this report.

Grand Total All Checks: 1,087,219.05

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112109	10/15/2025	0012885	CANON FINANCIAL SERVICE	41946900	10/9/2025	10/17/25-11/16/25 - PD MONTHLY	1,424.38	
	Voucher:			41962568	10/11/2025	10/20/25-11/19/25 MONTHLY LEAS	339.52	1,763.90
112110	10/15/2025	00005061	COUNTY OF LOS ANGELES I	INV0475145	8/25/2025	UUNDERGROUND STORAGE TAI	5,262.00	
	Voucher:			INV0477442	8/25/2025	HAZ MAT DISCLOSURE PROGRA	665.00	5,927.00
112111	10/15/2025	00002335	PITNEY BOWES	SEPT 2025	10/13/2025	RESERVE ACCOUNT (# 3471907(	2,700.00	2,700.00
	Voucher:							

Sub total for BANK OF THE WEST: 10,390.90

3 checks in this report.

Grand Total All Checks: 10,390.90

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112112	10/28/2025	00003502	ABC BATTERY INC.	35869	8/15/2025	BATTERIES	603.20	
	Voucher:			36949	10/9/2025	BATTERIES	79.72	682.92
112113	10/28/2025	00003766	ABEL GLASS & SCREEN	03846	9/5/2025	EMERGENCY JAIL DOOR SAFETY MODIFICATION	2,525.00	
	Voucher:			03832	7/10/2025	JULY 10, 2025- REGLAZE TOP AND BOTTOM WI	9,820.18	12,345.18
112114	10/28/2025	0011293	AGRI-TURF DISTRIBUTIN	106464	6/23/2025	PESTICIDES - FERTILIZERS & PEST CONTROL	370.88	
	Voucher:			106466	6/23/2025	PESTICIDES - FERTILIZERS & PEST CONTROL	421.22	
				106599	6/26/2025	PESTICIDES - FERTILIZERS & PEST CONTROL	1,946.30	
				106854	7/8/2025	PESTICIDES - FERTILIZERS & PEST CONTROL	400.08	3,138.48
112115	10/28/2025	00004372	AIRGAS USA, LLC	9164330136	8/26/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	505.81	
	Voucher:			9164113898	8/19/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	694.62	
				9162450315	6/25/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	742.73	
				9162938220	7/14/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	653.83	
				9164612504	9/3/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	460.99	
				9160778592	5/2/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	350.39	
				9161427065	5/22/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	681.75	
				9160909631	5/6/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	332.76	
				9162238382	6/18/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	461.34	
				9163199644	7/22/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	498.11	
				9155146180	10/29/2024	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	656.80	
				9155342084	11/4/2024	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	389.07	
				9156445245	12/10/2024	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	384.50	
				9157411641	1/16/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	434.39	
				9157572044	1/22/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	471.69	
				9158913882	3/4/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	395.62	8,114.40
112116	10/28/2025	0015215	AIRSLATE, INC	00041580	10/7/2025	2025 ANNUAL SIGNNOW ENTERPRISE SITE LICE	3,999.00	3,999.00
	Voucher:							
112117	10/28/2025	0011059	ALESHIRE & WYNDER, LL	99070	9/16/2025	08/13/25 - PROFESSIONAL SERVICES - SPECI	5,019.30	5,019.30
	Voucher:							
112118	10/28/2025	0013987	ALL STAR GLASS LLC	3418719	7/7/2025	07/07/2025 - AUTOMOTIVE GLASS REPAIR AND	883.38	883.38
	Voucher:							

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112119	10/28/2025	0012606	AMAZON CAPITAL SERVI	13QM-R3XC-FTR9	9/22/2025	RUBBERMAID COMMERCIAL PRODUCTS	35.32	
	Voucher:			1YG7-61CJ-JGT1		INVOICE # 1JP7-RCWK-CGFG	-66.44	
				1VG1-CRYW-JDCN	9/29/2025	SANITIZERS	784.29	
				1DF7-1H6Y-DFGM	9/29/2025	WIRELESS CHARGING STATION	26.06	
				16NG-XH4V-N6YL	9/26/2025	GALAXY S20 PHONE CASE AND SCREEN PROTEC	40.63	
				1DWH-9XKL-FVVG	9/29/2025	ALL WEATHER FLOOR MATS FOR UNIT #406	227.04	
				17J1-3Y9X-F6YT	10/2/2025	MAGNETIC GLASS BOARD	121.81	
				13Q6-D4JY-MXHW	9/26/2025	CUSHION WALL PROTECTOR	301.15	
				14GT-LVCR-CVH1	10/2/2025	DOOR CONVERSION KIT	126.26	
				16CJ-M4NY-DPK4	10/6/2025	WEATHER GUARD BULKHEAD	735.90	
				1X74-FDGN-FDTR	10/1/2025	EVENT SUPPLIES	369.31	
				13DQ-RGVT-166W	10/6/2025	4 PIECED ELECTRICAL DISCONNECT PILERS	30.72	2,732.05
112120	10/28/2025	00004309	AMERIFLEX	INV910743	10/2/2025	OCT . 2025 - FSA ADMIN FEE FOR 30 PARTIC	163.50	163.50
	Voucher:							

112121	10/28/2025	0007290	APW KNOX-SEEMAN	21547667	9/18/2025	MISC AUTO PARTS & LUBES	352.31	
	Voucher:			21572360	9/25/2025	MISC AUTO PARTS & LUBES	18.76	371.07
112122	10/28/2025	00005075	AT&T	000024151254	10/1/2025	09/01/25-09/30/25 BAN 9391034759	59.71	
	Voucher:			000024155032	10/1/2025	09/01/25-09/30/25 BAN 9391068970	1,773.06	
				000024156367	10/1/2025	09/01/25-09/30/25 BAN 9391081298	1,605.82	3,438.59
112123	10/28/2025	0010585	AUTOZONE STORES, INC	00265290178	9/25/2025	AUTO PARTS	20.25	
	Voucher:			05488993111	9/25/2025	AUTO PARTS	98.64	
				05222853621	9/25/2025	AUTO PARTS	344.11	
				05488998231	9/30/2025	AUTO PARTS	10.95	
				05488998133	9/30/2025	AUTO PARTS	40.80	
				05488998907	10/1/2025	AUTO PARTS	92.90	
				00265299340	10/1/2025	AUTO PARTS	19.87	
				05488999192	10/1/2025	AUTO PARTS	26.85	
				05488004454	10/6/2025	AUTO PARTS	281.25	
				05488986012	9/18/2025	AUTO PARTS	155.93	
				05488990353	9/22/2025	AUTO PARTS	9.66	
				05371826044	9/22/2025	AUTO PARTS	9.64	
				05488992584	9/24/2025	AUTO PARTS	17.10	
				05488992550	9/24/2025	AUTO PARTS	444.07	
				05488993424	9/25/2025	AUTO PARTS	18.24	1,590.26

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112124	10/28/2025	0011336	AVANT-GARDE INC.	12194	9/25/2025	AUG 2025 PROFESSIONAL SERVICES FOR LABOR	2,429.25	
	Voucher:			12042	8/14/2025	JULY 2025 - AVANT GARDE CAL HOME GRANT A	110.00	2,539.25
112125	10/28/2025	0014013	BADGE FRAME, INC	43376	8/19/2025	FRAMING OF CARICATURE FOR PD CONFERENCE	374.58	374.58
	Voucher:							
112126	10/28/2025	00003816	BAVCO BACKFLOW APPA	357180	9/30/2025	BAVCO WILL ASSIST IN CALIBRATING OUR BAC	102.88	
	Voucher:			355913	9/23/2025	REPL BACKFLOW - CESAR CHAVEZ PARK	3,880.10	3,982.98
112127	10/28/2025	0011669	BDO USA LLP	500035590	8/27/2025	JULY 2025 - SG HOUSING AUTHORITY ACCOUNT	5,202.50	
	Voucher:			500048087	9/22/2025	AUGUST 2025 - SG HOUSING AUTHORITY ACCOU	5,307.50	10,510.00
112128	10/28/2025	0012471	BEHAVIORAL ANALYSIS T	IVO1249	9/18/2025	OCT 6-10 2025 INVESTIGATIVE INTERVIEW AN	575.00	575.00
	Voucher:							
112129	10/28/2025	0011929	BENNETT-BOWEN & LIGH	3037776	9/10/2025	INVENTORY PO/ PADLOCKS	983.34	
	Voucher:			3038068	9/30/2025	PURCHASE MOST OF THE HARD TO FIND VEHICL	1,368.55	2,351.89
112130	10/28/2025	00000651	BSN SPORTS, LLC	931296337	9/23/2025	SPORTS EQUIPMENT	553.72	553.72
	Voucher:							
112131	10/28/2025	0011298	CALIFORNIA COMMERCI/	25043-1	9/30/2025	URGENT POOL REPAIRS LINE REPAIR TARGET	40,800.00	40,800.00
	Voucher:							
112132	10/28/2025	00000780	CALTEX PLASTICS	293455	10/2/2025	INVENTORY PO/TRASH BAGS	6,844.35	6,844.35
	Voucher:							
112133	10/28/2025	0006239	CENTRAL FORD	64136	9/24/2025	AUTO PARTS	147.87	
	Voucher:			64458	10/1/2025	AUTO PARTS	781.77	
				64590	10/2/2025	AUTO PARTS	65.43	
				63997	9/18/2025	AUTO PARTS	153.70	
				63994	9/20/2025	AUTO PARTS	390.94	
				64488	10/1/2025	AUTO PARTS	75.91	
				64365	9/29/2025	AUTO PARTS	229.23	1,844.85
112134	10/28/2025	00004302	CINTAS UNIFORM SERVI	4244334659	9/23/2025	SHOP TOWEL CLEANING SERVICE AND SUPPLIES	72.67	
	Voucher:			4245814665	10/7/2025	SHOP TOWEL CLEANING SERVICE AND SUPPLIES	72.67	145.34
112135	10/28/2025	00005074	CITY OF HUNTINGTON P/	24364	9/17/2025	APRIL 2025-JUNE 2025 AGREEMENT FOR MAINT	699.37	699.37

	Voucher:							
112136	10/28/2025	00005090	CITY OF PARAMOUNT	09/17/25 WATER	9/17/2025	07/15/25 - 09/08/25 - 13652 GARFIELD MED	111.40	111.40
	Voucher:							
112137	10/28/2025	0013515	CITY TIRES	48849	9/29/2025	AUTO ALIGNMENT AND TIRES	75.00	
	Voucher:			48921	10/6/2025	TIRES FOR PARKS MOWERS	20.00	95.00
112138	10/28/2025	0011708	CLIENTFIRST TECHNOLC	18740	9/30/2025	SEPT 2025 - FY 25-26 - IT PROJECT MANAG	14,868.75	14,868.75
	Voucher:							

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112139	10/28/2025	00000311	COASTLINE EQUIPMENT	1123546-1	4/23/2024	SERVICE HEAVY EQUIPMENT VEHICLES	616.55	616.55
	Voucher:							
112140	10/28/2025	0011922	CONCENTRA MEDICAL C	88179061	9/17/2025	09/12 - 09/15- 2025 - LAX LA PALMA - FUL	359.00	
	Voucher:			88179564	9/17/2025	09/12-09/15- 2025 - LAX SANTA FE SPRINGS	443.00	
				88344305	10/1/2025	09/24- 09/26/25 -MEDICAL SERVICES FOR NE	359.00	
				88261109	9/24/2025	09/22-09/23- 2025 - LAX SANTA FE SPRINGS	608.00	1,769.00
112141	10/28/2025	00001423	DAILY JOURNAL CORPOF	B3970990	9/25/2025	09/25/2025 - PROOF OF PUBLICATION LOT L	270.00	
	Voucher:			B3971437	10/2/2025	10/02/2025- PROOF OF PUBLICATION CITY HA	1,035.00	1,305.00
112142	10/28/2025	00000314	DAPEER ROSENBLIT & LI	24930	8/31/2025	08/31/2025 PROFESSIONAL SERVICES SPECIAL	721.00	721.00
	Voucher:							
112143	10/28/2025	00001782	EBERHARD EQUIPMENT	20454	9/30/2025	KABOTA EQUIPMENT REPAIR AND PARTS	716.03	
	Voucher:			20316	9/23/2025	KABOTA EQUIPMENT REPAIR AND PARTS	1,252.09	
				20315	9/23/2025	KABOTA EQUIPMENT REPAIR AND PARTS	1,321.92	3,290.04
112144	10/28/2025	0014768	ELITE ENGINEERS AND A	202508.5	8/25/2025	8/15/25 DESIGN SERVICES FOR U-TURN POCKE	8,650.00	8,650.00
	Voucher:							
112145	10/28/2025	0005555	ELITE EQUIPMENT INC	53626	9/11/2025	MISC	560.43	
	Voucher:			53627	9/11/2025	REPAIR TO CUTOFF SAW	395.83	956.26
112146	10/28/2025	0014709	EMP: CARRANZA, RICARI	1153-7597	9/11/2025	SEPT 22- 25/2025 - IMSA SIGNS AND MARKI	660.00	
	Voucher:			109688	9/22/2025	09/22/2025 - PARKING FOR TRAINING	25.00	
				010263	9/23/2025	09/23/25 - PARKING FOR TRAINING	25.00	710.00
112147	10/28/2025	0012299	EMP: VASQUEZ, GERRY	200016970	7/8/2025	07/25/2025 - REIMBURSEMENT CROSS CONNECT	155.00	155.00
	Voucher:							
112148	10/28/2025	0013810	EXECUTIVE MANAGEMEI	25-563	9/29/2025	09/07/2025 - 09/20/2025 - SECURITY SERV	7,507.50	7,507.50
	Voucher:							
112149	10/28/2025	0010558	FACTORY MOTOR PARTS	167-211847	10/2/2025	FACTORY AUTO PARTS	387.59	
	Voucher:			12-6784914	9/24/2025	FACTORY AUTO PARTS	98.34	
				167-211039	9/24/2025	FACTORY AUTO PARTS	60.73	
				12-6798877	10/2/2025	FACTORY AUTO PARTS	156.41	
				167-211841	10/2/2025	FACTORY AUTO PARTS	324.14	
				167-211847-credit		CREDIT FROM INVOICE # 167-211847	-52.92	974.29
112150	10/28/2025	00000619	FALCON FUELS, INC.	88308	9/26/2025	REGULAR UNLD 10%ETH - 4900 SOUTHERN ORD	28,609.96	
	Voucher:			88109	9/17/2025	RD 95 CLEAR DSL - 4900 SOUTHERN ORDER #	4,634.05	
				88020	9/18/2025	REGULAR UNLD 10% ETH - 4244 SANTA ANA	12,433.45	
				87947	9/15/2025	RD 95 CLEAR DSL - 4244 SANTA ANA ST ACC	5,523.51	
				88019	9/17/2025	REGULAR UNLD 10% ETH -4900 SOUTHERN AVE	4,247.23	55,448.20

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112151	10/28/2025	0005869	FERGUSON WATERWOR	0061139	9/23/2025	WATER WORK MATERIAL	109.75	
	Voucher:			0297516	9/29/2025	WATER WORK MATERIAL	330.04	
				0061771	9/30/2025	WATER WORK MATERIAL	124.04	
				0059625-1	9/15/2025	WATER WORK MATERIAL	768.91	

				0061496	9/23/2025	WATER WORK MATERIAL	485.10	
				0060755	9/15/2025	WATER WORK MATERIAL	1,920.63	
				0061665	9/30/2025	INVENTORY PO/ WATER PARTS	1,934.81	5,673.28
112152	10/28/2025	0010625	FLEETCREW / ZIPPY	62401	8/31/2025	09/02/2025 - SERVICE EMMISION CONTROL SY	450.00	450.00
	Voucher:							
112153	10/28/2025	00003770	FLEMING ENVIRONMENT	22970	7/23/2025	UNDERGROUND STORAGE TANK MAINTENANCE	580.00	580.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112154	10/28/2025	0013758	FROST BROWN TODD LL	210591800	9/30/2025	AUGUST 2025 - LEGAL SERVICES	183.10	
	Voucher:			210591810	9/30/2025	AUGUST 2025 - LEGAL SERVICES	705.40	
				210591811	9/30/2025	AUGUST 2025 - LEGAL SERVICES	8,165.63	
				210591813	9/30/2025	AUGUST 2025 - LEGAL SERVICES	448.00	
				210591814	9/30/2025	AUGUST 2025 - LEGAL SERVICES	6,067.00	
				210591796	9/30/2025	AUGUST 2025 - LEGAL SERVICES	536.00	
				210591815	9/30/2025	AUGUST 2025 - LEGAL SERVICES	3,763.50	
				210591817	9/30/2025	AUGUST 2025 - LEGAL SERVICES	5,877.50	
				210591818	9/30/2025	AUGUST 2025 - LEGAL SERVICES	3,683.25	
				210591821	9/30/2025	AUGUST 2025 - LEGAL SERVICES	4,815.75	
				210591822	9/30/2025	AUGUST 2025 - LEGAL SERVICES	64.00	
				210591816	9/30/2025	AUGUST 2025 - LEGAL SERVICES	362.80	
				210591819	9/30/2025	AUGUST 2025 - LEGAL SERVICES	3,808.00	
				210591825	9/30/2025	AUGUST 2025 - LEGAL SERVICES	102.74	
				210591823	9/30/2025	AUGUST 2025 - LEGAL SERVICES	4,955.50	
				210591812	9/30/2025	AUGUST 2025 - LEGAL SERVICES	192.00	
				210591826	9/30/2025	AUGUST 2025 - LEGAL SERVICES	436.55	
				210591824	9/30/2025	AUGUST 2025 - LEGAL SERVICES	1,383.75	
				210591828	9/30/2025	AUGUST 2025 - LEGAL SERVICES	6,059.45	
				210591795	9/30/2025	AUGUST 2025 - LEGAL SERVICES	546.00	
				210591804	9/30/2025	AUGUST 2025 - LEGAL SERVICES	2,624.00	
				210591805	9/30/2025	AUGUST 2025 - LEGAL SERVICES	192.00	
				210591829	9/30/2025	AUGUST 2025 - LEGAL SERVICES	143.00	
				210591820	9/30/2025	AUGUST 2025 - LEGAL SERVICES	96.00	
				210591790	9/30/2025	AUGUST 2025 - LEGAL SERVICES	2,864.73	
				210591793	9/30/2025	AUGUST 2025 - LEGAL SERVICES	10,030.00	
				210591789	9/30/2025	AUGUST 2025 - LEGAL SERVICES	4,488.00	
				210591797	9/30/2025	AUGUST 2025 - LEGAL SERVICES	4,046.00	
				510591791	9/30/2025	AUGUST 2025 - LEGAL SERVICES	2,288.00	
				210591792	9/30/2025	AUGUST 2025 - LEGAL SERVICES	3,740.00	
				210591794	9/30/2025	AUGUST 2025 - LEGAL SERVICES	26,802.12	
				210591801	9/30/2025	AUGUST 2025 - LEGAL SERVICES	1,380.00	
				210591802	9/30/2025	AUGUST 2025 - LEGAL SERVICES	2,062.00	
				210591803	9/30/2025	AUGUST 2025 - LEGAL SERVICES	2,075.60	
				210591806	9/30/2025	AUGUST 2025 - LEGAL SERVICES	2,089.02	117,076.39

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112155	10/28/2025	0013954	GANNETT FLEMING, INC.	075067-01-023	7/28/2025	6/17/25 CM AND INSPECTION SERVICES FOR L	914.68	
	Voucher:			075067-01-022	7/10/2025	5/31/25 CM AND INSPECTION SERVICES FOR L	361.34	
				075067-01-024	9/24/2025	7/25/25 CM AND INSPECTION SERVICES FOR L	1,383.35	2,659.37

112156	10/28/2025	00002304	GENERAL PUMP COMPAI	32838	9/22/2025	WATER ON-CALL CONTRACT NO. 2021-92-CC	1,235.00	1,235.00
	Voucher:							
112157	10/28/2025	0010016	GLOBAL PARATRANSIT II	112526-02	9/9/2025	AUGUST 2025- TRANSIT SERVICES FOR GATE F	55,250.04	55,250.04
	Voucher:							
112158	10/28/2025	00000534	GRANDE VISTA STEEL	173331	8/4/2025	REPAIR FENCES	683.88	
	Voucher:			173327	8/4/2025	REPAIR FENCES	913.69	1,597.57
112159	10/28/2025	0014003	GRIDIRON TRAINING	000660	9/29/2025	SEPT 15-19 2025 FIELD TRAINING OFFICER C	650.00	650.00
	Voucher:							
112160	10/28/2025	0013070	GRIFFIN STRUCTURES, II	GSI-SGUO-50	7/31/2025	JULY 2025 AMENDMENT NO. 2 FOR CM AND INS	71,975.82	71,975.82
	Voucher:							
112161	10/28/2025	00002577	HACH COMPANY	14679311	9/22/2025	09/22/2025 - FLD SVC- WELL 27 CHLORINE A	3,653.00	3,653.00
	Voucher:							
112162	10/28/2025	0013348	HARPER & ASSOCIATES,	ENG-9085	6/25/2025	ENGINEERING SERVICES- CATHODIC PROTECTIO	2,330.00	2,330.00
	Voucher:							
112163	10/28/2025	0005767	HERC RENTALS, INC.	35642270-001	7/30/2025	EQUIPMENT RENTAL TO OPERATE THE HVAC SYS	11,122.43	
	Voucher:			35642270-003	9/28/2025	EQUIPMENT RENTAL TO OPERATE THE HVAC SYS	9,308.68	
				35644727-005	10/6/2025	EQUIPMENT RENTAL TO OPERATE THE HVAC SYS	632.90	
				35644727-003	8/29/2025	EQUIPMENT RENTAL TO OPERATE THE HVAC SYS	8,749.16	
				35642270-004	10/1/2025	EQUIPMENT RENTAL TO OPERATE THE HVAC SYS	1,498.06	
				35642270-002	8/29/2025	EQUIPMENT RENTAL TO OPERATE THE HVAC SYS	9,308.68	
				35644727-002	7/30/2025	EQUIPMENT RENTAL TO OPERATE THE HVAC SYS	10,562.91	
				35644727-004	9/28/2025	EQUIPMENT RENTAL TO OPERATE THE HVAC SYS	8,749.16	59,931.98

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112165	10/28/2025	00000268	HOME DEPOT CREDIT SE	1363040	9/17/2025	STREET SUPPLIES	248.30	
	Voucher:			7370985	8/12/2025	GENERAL MAINTENANCE - MISC SUPPLIES	207.33	
				8362855	8/21/2025	GENERAL MAINTENANCE - MISC SUPPLIES	208.16	
				4362721	8/5/2025	GENERAL MAINTENANCE - MISC SUPPLIES	43.06	
				4371166	9/4/2025	STREET SUPPLIES	667.57	
				3363021	9/15/2025	STREET SUPPLIES	562.28	
				8371060	8/21/2025	GENERAL MAINTENANCE - MISC SUPPLIES	71.15	
				3341773	9/5/2025	GENERAL MAINTENANCE - MISC SUPPLIES	331.06	
				8362994	9/10/2025	GENERAL MAINTENANCE - MISC SUPPLIES	60.74	
				8350226	9/10/2025	GENERAL MAINTENANCE - MISC SUPPLIES	120.09	
				3363024	9/15/2025	GENERAL MAINTENANCE - MISC SUPPLIES	55.82	
				4371083	8/25/2025	GENERAL MAINTENANCE - MISC SUPPLIES	96.34	
				4040281	8/25/2025	GENERAL MAINTENANCE - MISC SUPPLIES	49.12	
				3371092	8/26/2025	GENERAL MAINTENANCE - MISC SUPPLIES	38.71	
				3341751	8/26/2025	GENERAL MAINTENANCE - MISC SUPPLIES	15.14	
				3350116	8/26/2025	GENERAL MAINTENANCE - MISC SUPPLIES	109.64	
				2362893	8/27/2025	GENERAL MAINTENANCE - MISC SUPPLIES	55.56	
				5362956	9/3/2025	GENERAL MAINTENANCE - MISC SUPPLIES	92.00	
				4362964	9/4/2025	GENERAL MAINTENANCE - MISC SUPPLIES	137.55	
				4350199	9/4/2025	GENERAL MAINTENANCE - MISC SUPPLIES	206.83	
				0341787	9/8/2025	GENERAL MAINTENANCE - MISC SUPPLIES	189.21	
				2370952	8/7/2025	GENERAL MAINTENANCE - MISC SUPPLIES	139.84	
				6350009	8/13/2025	GENERAL MAINTENANCE - MISC SUPPLIES	70.70	
				5371006	8/14/2025	GENERAL MAINTENANCE - MISC SUPPLIES	113.16	
				1362833	8/18/2025	GENERAL MAINTENANCE - MISC SUPPLIES	81.70	
				9341746	8/20/2025	GENERAL MAINTENANCE - MISC SUPPLIES	109.24	

				8362856	8/21/2025	GENERAL MAINTENANCE - MISC SUPPLIES	125.94
				8362857	8/21/2025	GENERAL MAINTENANCE - MISC SUPPLIES	131.50
				5362814	8/14/2025	GENERAL MAINTENANCE - MISC SUPPLIES	265.87
				2363027	9/16/2025	GENERAL MAINTENANCE - MISC SUPPLIES	64.84
				6393559	10/2/2025	WATER DEPARTMENT SUPPLIES	319.25
				6371419	10/2/2025	WATER DEPARTMENT SUPPLIES	162.55
				7351285	6/23/2025	STREET SUPPLIES	138.80
				6370991	8/13/2025	GENERAL MAINTENANCE - MISC SUPPLIES	65.10
				1371276	9/17/2025	GENERAL MAINTENANCE - MISC SUPPLIES	38.81
				1371275	9/17/2025	GENERAL MAINTENANCE - MISC SUPPLIES	91.34
				9371196	9/9/2025	GENERAL MAINTENANCE - MISC SUPPLIES	65.68
				8362993	9/10/2025	GENERAL MAINTENANCE - MISC SUPPLIES	442.55
				573773	10/7/2025	MISC SUPPLIES	128.12	6,120.65
112166	10/28/2025	00000647	HONEYWELL INTERNATI	5271108435	10/1/2025	FY 25/26 HVAC EQUIPMENT MNTC MONITORING	12,040.07
	Voucher:			5270435135	7/16/2025	HVAC SERVICES FOR SOUTH GATE CITY HALL A	34,995.41
				5270834779	9/1/2025	10/1/25-10/31/25 HVAC EQUIPMENT MNTC MON	12,040.07
				5270634181	8/8/2025	07/01/25-07/31/25 HVAC EQUIPMENT MNTC MO	12,040.07
				5270651898	8/10/2025	SEP 2025 HVAC EQUIPMENT MNTC MONITORING	12,040.07
				5270638455	8/9/2025	08/01/25-08/31/25 HVAC EQUIPMENT MNTC MO	12,040.07	95,195.76
112167	10/28/2025	0014797	HUBBELL LENOIR CITY	445770669	10/2/2025	RESTOCK METER BOXES, LIDS & TEST STATION	2,692.73	2,692.73
	Voucher:						
112168	10/28/2025	0006153	HUMAN SERVICES ASSO	JULY 2025	8/9/2025	JULY 1- JULY 31, 2025 - PROVIDE MEALS A	1,519.41
	Voucher:			SEPT2025	10/10/2025	SEPT 1 - SEPT 30, 2025 - PROVIDE MEALS	1,519.42
				AUGUST 2025	9/10/2025	AUG 1- AUG 31, 2025 - PROVIDE MEALS AT	1,519.42	4,558.25
112169	10/28/2025	00000681	INDUSTRIAL MAINTENAN	17844	9/15/2025	09/15/25 - 10/01/2025 - REPAIR TO BACKUP	1,937.00
	Voucher:			17845	10/4/2025	10/01/2025 - REPAIR TO BACKUP GENERATORS	1,925.00	3,862.00
112170	10/28/2025	0013004	INTERSTATE FLEET MAI	50454	9/11/2025	DIESEL PARTICULATE FILTER CLEANING SERVI	225.00
	Voucher:			50455	9/10/2025	DIESEL PARTICULATE FILTER CLEANING SERVI	225.00
				50458	9/10/2025	DIESEL PARTICULATE FILTER CLEANING SERVI	225.00	675.00
112171	10/28/2025	00004578	INTERWEST CONSULTIN	2389568	9/17/2025	AUG 2025 GARFIELD AVENUE AND GLADY STREE	5,332.00	5,332.00
	Voucher:						
112172	10/28/2025	0008222	JCL TRAFFIC SERVICES	131302	10/1/2025	BARRICADES,TRAFFIC PRODUCTS AND SIGNS FO	1,451.04
	Voucher:			131235	9/27/2025	BARRICADES,TRAFFIC PRODUCTS AND SIGNS FO	1,073.62
				131237	9/27/2025	BARRICADES,TRAFFIC PRODUCTS AND SIGNS FO	1,988.45	4,513.11
112173	10/28/2025	00000209	JHM SUPPLY , INC.	105322/3	6/19/2025	SMALL TOOLS	1,921.63
	Voucher:			B09426/3	10/1/2025	SMALL TOOLS	49.28	1,970.91
112174	10/28/2025	0005586	JOE A. GONSALVES & SC	162815	9/25/2025	FY 2025-26 - LEGISLATIVE ADVOCACY AT THE	2,500.00	2,500.00
	Voucher:						
112175	10/28/2025	0012510	KILEY & ASSOCIATES, LL	SG 251001	10/1/2025	SEPT 2025 - PROFESSIONAL SERVICES PER CO	3,333.33	3,333.33
	Voucher:						
112176	10/28/2025	00003387	KNORR SYSTEMS, INC.	283088	9/11/2025	POOL SUPPLIES	1,557.29
	Voucher:			279803	8/12/2025	08/07/25 - REPAIR AND LABOR LAMP #3 FAI	1,230.00
				279957	8/13/2025	POOL SUPPLIES	1,557.29
				281411	8/27/2025	POOL SUPPLIES	1,624.29	5,968.87

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112177	10/28/2025	00003754	LIEBERT CASSIDY WHITN	304105	8/31/2025	THRU 08/31/25 PROFESSIONAL SERVICES GENE	783.00	783.00
	Voucher:						

112178	10/28/2025	00000488	LINDE GAS & EQUIPMEN	51618882	8/22/2025	SPECIALTY POOL PARTS	180.00	
	Voucher:			52187731	9/23/2025	SPECIALTY POOL PARTS	180.00	360.00
112179	10/28/2025	00005072	LOS ANGELES COUNTY F	IN0474075	8/25/2025	9520 HILDRETH AVE HAZARDOUS MATERIALS DI	833.00	
	Voucher:			IN0477442	8/25/2025	8650 CALIFORNIA AVE HAZARDOUS MATERIALS	665.00	1,498.00
112180	10/28/2025	00004060	MCMASTER-CARR SUPPL	53181873	10/6/2025	SPECIAL HARDWARE. NO WORK ON SG PROPERT	235.64	
	Voucher:			52884144	9/30/2025	SPECIAL HARDWARE. NO WORK ON SG PROPERT	328.44	
				52491557	9/23/2025	SPECIAL HARDWARE. NO WORK ON SG PROPERT	226.87	
				50268565	8/12/2025	SPECIAL HARDWARE. NO WORK ON SG PROPERT	43.31	834.26
112181	10/28/2025	00004093	MELAD & ASSOCIATES	SG25-26	10/1/2025	SEPT 2025- MELAD & ASSOCIATES PLAN CHECK	5,145.00	
	Voucher:			SG25-27	10/1/2025	SEPT 2025- MELAD & ASSOCIATES INSPECTOR	7,155.00	
				SG25-28	10/1/2025	SEPT 2025 - MELAD & ASSOCIATES PLAN CHEC	7,763.56	20,063.56
112182	10/28/2025	0011575	MERCHANTS BUILDING	900683	7/31/2025	JULY 2025 - ANNUAL CUSTODIAL & MNTC SERV	26,909.00	
	Voucher:			908153	8/31/2025	AUGUST 2025 - ANNUAL CUSTODIAL & MNTC SE	26,909.00	53,818.00
112183	10/28/2025	0014880	MIA RECIO	MRFALL1025	10/6/2025	FALL 2025 - TODDLER ART CLUB	149.60	149.60
	Voucher:							
112184	10/28/2025	00003815	MICHELSON LABORATOR	0736814	10/1/2025	TITLE 22 LAB ANALYSIS	946.25	
	Voucher:			0736815	10/1/2025	TITLE 22 LAB ANALYSIS	946.25	1,892.50
112185	10/28/2025	0014517	MIDNIGHT PLUMBING LL	3346	4/9/2025	LABOR STRAIGHT TIME PLUMBER -SPORT CENTE	395.00	395.00
	Voucher:							
112186	10/28/2025	00000447	MISC - BLDG PERMITS	0240002588-golden	8/5/2025	REFUND PERMIT CANCELLED PER CONTRACTOR	83.25	83.25
	Voucher:							
112187	10/28/2025	00000170	MISC - PKS & REC REFU	86291299	9/25/2025	REFUND OF DEPOSIT (AFTER EVENT)	319.00	319.00
	Voucher:							
112188	10/28/2025	00003458	MISC - PUBLIC WORKS	910722- LIRA	9/25/2025	REFUND - NEW WATER SERVICE INSTALLATION	2,261.62	2,261.62
	Voucher:							
112189	10/28/2025	00003458	MISC - PUBLIC WORKS	913329 - DIAZ	9/25/2025	REFUND - NEW WATER SERVICE INSTALLATION	1,125.97	1,125.97
	Voucher:							
112190	10/28/2025	00003458	MISC - PUBLIC WORKS	891191- VALLE	9/25/2025	EREFUND - NEW WATER SERVICE INSTALLATION	1,072.65	1,072.65
	Voucher:							
112191	10/28/2025	00003458	MISC - PUBLIC WORKS	906704- PEREZ	9/25/2025	REFUND - NEW WATER SERVICE INSTALLATION	1,041.22	1,041.22
	Voucher:							
112192	10/28/2025	00003458	MISC - PUBLIC WORKS	896609 - LOPEZ	9/25/2025	REFUND - NEW WATER SERVICE INSTALLATION	1,038.01	1,038.01
	Voucher:							

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112193	10/28/2025	00003458	MISC - PUBLIC WORKS	923047-9528 CALP	9/30/2025	REFUND - NEW WATER SERVICE INSTALLATION	1,034.36	1,034.36
	Voucher:							
112194	10/28/2025	00003458	MISC - PUBLIC WORKS	888987- ARIAS	9/25/2025	REFUND - NEW WATER SERVICE INSTALLATION	878.62	878.62
	Voucher:							
112195	10/28/2025	00003458	MISC - PUBLIC WORKS	889931- ALVARADO	9/25/2025	REFUND - NEW WATER SERVICE INSTALLATION	826.34	826.34
	Voucher:							
112196	10/28/2025	00003458	MISC - PUBLIC WORKS	886131- HERNAND	9/25/2025	REFUND - NEW WATER SERVICE INSTALLATION	752.47	752.47
	Voucher:							
112197	10/28/2025	00003458	MISC - PUBLIC WORKS	916608 - RAMIREZ	9/25/2025	REFUND - NEW WATER SERVICE INSTALLATION	26.68	26.68
	Voucher:							
112198	10/28/2025	0011779	NACHO AUTOMOTIVE RE	40837	10/6/2025	VEHICLE SMOG INSPECTION & FAILED EMMISIO	40.00	
	Voucher:			40543	8/19/2025	VEHICLE SMOG INSPECTION & FAILED EMMISIO	40.00	80.00
112199	10/28/2025	00004969	NATIONAL READY MIXED	952680	9/4/2025	CONCRETE, SAND AND AGGREGATE MATERIALS S	2,757.02	
	Voucher:			951907	8/28/2025	CONCRETE, SAND AND AGGREGATE MATERIALS -	1,556.98	4,314.00
112200	10/28/2025	0014513	NATIONAL TRENCH SAFE	1149002	9/29/2025	STEEL PLATE INVENTORY FOR STREET EMERGEN	32,155.39	32,155.39

	Voucher:							
112201	10/28/2025	0012286	NATIONWIDE ENVIRONM	35044	9/15/2025	SEPTEMBER 2025 - ANNUAL CITYWIDE STREET	68,534.70	
	Voucher:			34911	7/15/2025	JULY 2025 - ANNUAL CITYWIDE STREET SWEEP	68,534.70	
				34979	8/15/2025	AUGUST 2025 - ANNUAL CITYWIDE STREET SWE	68,534.70	205,604.10
112202	10/28/2025	0011139	NORM REEVES FORD SU	154484	10/1/2025	09/03/2025 - VEHICLE REPAIRS AND PARTS	3,999.60	
	Voucher:			155014	10/3/2025	09/09/2025 - VEHICLE REPAIRS AND PARTS	1,279.91	5,279.51
112203	10/28/2025	0010281	NV5, INC.	474170	9/26/2025	AUG 2025 CM AND CI FOR AMR REPLACEMENT	28,985.00	28,985.00
	Voucher:							

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112205	10/28/2025	00001414	OFFICE DEPOT	436376857001	9/18/2025	OFFICE SUPPLIES	200.11	
	Voucher:			436376928001	9/19/2025	OFFICE SUPPLIES	175.48	
				436378518001	9/18/2025	OFFICE SUPPLIES	699.25	
				437936604001	9/10/2025	OFFICE SUPPLIES	941.96	
				437976243001	9/10/2025	OFFICE SUPPLIES	424.15	
				437995402001	9/10/2025	OFFICE SUPPLIES	35.10	
				437995406001	9/11/2025	OFFICE SUPPLIES	96.53	
				439357198001	9/23/2025	OFFICE SUPPLIES	345.71	
				439430065001	9/23/2025	OFFICE SUPPLIES	260.06	
				441320288001	9/25/2025	OFFICE SUPPLIES	50.93	
				441781258001	9/25/2025	OFFICE SUPPLIES	57.79	
				439334158001	9/19/2025	OFFICE SUPPLIES	159.04	
				439334238001	9/19/2025	OFFICE SUPPLIES	159.04	
				440565965001	9/16/2025	OFFICE SUPPLIES	228.09	
				440565970001	9/15/2025	OFFICE SUPPLIES	297.37	
				437999646001	9/3/2025	OFFICE SUPPLIES	82.21	
				438140178001	9/11/2025	OFFICE SUPPLIES	152.89	
				436856648001	9/4/2025	OFFICE SUPPLIES	288.85	
				441843289001	9/25/2025	OFFICE SUPPLIES	100.76	
				441197233001	9/18/2025	OFFICE SUPPLIES	124.98	
				441167626001	9/18/2025	OFFICE SUPPLIES	266.00	
				436014974001	9/3/2025	OFFICE SUPPLIES	41.45	
				436017726001	9/3/2025	OFFICE SUPPLIES	323.55	
				436128243001	9/4/2025	OFFICE SUPPLIES	186.57	
				437217156001	9/4/2025	OFFICE SUPPLIES	301.01	
				438202240001	9/16/2025	OFFICE SUPPLIES	517.40	
				438202385001	9/16/2025	OFFICE SUPPLIES	35.65	
				438202388001	9/16/2025	OFFICE SUPPLIES	46.50	
				438884769001	9/18/2025	OFFICE SUPPLIES	897.36	
				439296951001	9/18/2025	OFFICE SUPPLIES	34.32	
				439296992001	9/18/2025	OFFICE SUPPLIES	38.47	
				437477490001	9/11/2025	OFFICE SUPPLIES	31.70	
				437621670001	9/5/2025	OFFICE SUPPLIES	171.02	
				437621769001	9/11/2025	OFFICE SUPPLIES	73.11	
				439095382001	9/9/2025	OFFICE SUPPLIES	39.18	

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				438803205001	9/3/2025	OFFICE SUPPLIES	546.38	
				439096854001	9/9/2025	OFFICE SUPPLIES	549.45	
				440845718001		OFFICE SUPPLIES	-17.66	

				437621790001	9/11/2025	OFFICE SUPPLIES	25.21	
				437621791001	9/12/2025	OFFICE SUPPLIES	26.96	
				437633972001	9/5/2025	OFFICE SUPPLIES	30.67	
				437941989001	9/15/2025	OFFICE SUPPLIES	286.40	
				437941989002	9/15/2025	OFFICE SUPPLIES	31.46	
				439516156001	9/9/2025	OFFICE SUPPLIES	229.67	
				439546520001	9/9/2025	OFFICE SUPPLIES	49.37	
				439546521001	9/8/2025	OFFICE SUPPLIES	65.22	
				436462868001	9/9/2025	OFFICE SUPPLIES	85.58	
				436405089001	9/18/2025	OFFICE SUPPLIES	365.44	
				441182740001	9/18/2025	OFFICE SUPPLIES	65.41	
				436354252001	9/22/2025	OFFICE SUPPLIES	35.99	
				434485799001		OFFICE SUPPLIES	-17.66	
				438098412001	9/15/2025	OFFICE SUPPLIES	17.66	10,259.14
112206	10/28/2025	0007984	O'REILLY AUTO PARTS	3063-239605	10/8/2025	AUTO PARTS	243.41	
	Voucher:			3063-239448	10/7/2025	AUTO PARTS	43.69	
				3063-237278	9/22/2025	AUTO PARTS	19.91	
				3063-236703	9/18/2025	AUTO PARTS	66.43	
				3063-238438	9/30/2025	AUTO PARTS	23.66	
				3063-238446	9/30/2025	AUTO PARTS	16.85	
				3063-238695	10/2/2025	AUTO PARTS	45.21	
				3063-238713	10/2/2025	AUTO PARTS	63.27	
				3063-239351	10/6/2025	AUTO PARTS	36.51	
				3063-239292	10/6/2025	AUTO PARTS	11.62	
				3063-239394	10/7/2025	AUTO PARTS	510.80	
				3063-237758	9/25/2025	AUTO PARTS	7.85	1,089.21
112207	10/28/2025	00003943	PD: CATO-CA ASSOC OF	3001991	9/30/2025	NOV 11 2025 FIRE AS A WEAPON SYMPOSIUM R	150.00	
	Voucher:			3001990	9/30/2025	NOV 11 2025 FIRE AS A WEAPON SYMPOSIUM R	150.00	300.00
112208	10/28/2025	0015210	PD: DE LATORRE, SEBAS	TNR 1256-b	10/7/2025	SEPT 8-12 2025 ARREST & CONTROL INSTRUCT	437.00	437.00
	Voucher:							
112209	10/28/2025	0010469	PD: LOPEZ, VICTORIA	TNR 1256-B	10/7/2025	SEP 8-12 2025 ARREST & CONTROL INSTRUCTO	437.00	437.00
	Voucher:							

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112210	10/28/2025	00003789	PD: MONTERROZA, JOHA	TNR 1255	10/7/2025	SEPT 2-5 2025 WOMEN LEADERS IN LAW ENFOR	501.46	501.46
	Voucher:							
112211	10/28/2025	00001477	PD: RIVERSIDE COUNTY	BCTC0088234	6/25/2025	SEPT 29 2025 OCT 10 2025 ADULT CORRECTIO	592.00	592.00
	Voucher:							
112212	10/28/2025	0009511	PD:PRADO FAMILY SHOC	7594	9/28/2025	SEPT 24 2025 SWAT FIREARMS TRAINING RANG	350.00	
	Voucher:			7602	10/5/2025	OCT 2 2025 FIREARMS TRAINING & QUALIFICA	450.00	800.00
112213	10/28/2025	00004717	PETTY CASH- GENERAL I	09/30/25-10/08/25	10/15/2025	09/30/25-10/8/25 PETTY CASH GENERAL FUND	506.22	506.22
	Voucher:							
112214	10/28/2025	00004713	PETTY CASH- PARKS & R	09/22/25 - 10/06/25	9/22/2022	09/22/25 - 10/06/2025 - PETTY CASH PAR	248.24	248.24
	Voucher:							
112215	10/28/2025	0013899	PK: ART MADE IZZY	AMIFall1025	10/6/2025	FALL 2025 - ART CLASSES CARTOON & COMIC	815.10	815.10
	Voucher:							
112216	10/28/2025	0012870	PK: BIBRIESCA DE ARELL	MBfall0925	9/30/2025	09/02/2025-09/30/2025 -TONE IT UP	405.00	
	Voucher:			MBfall0925A	9/30/2025	09/02/2025 - 09/30/2025 - STEP AEROBICS	405.00	810.00
112217	10/28/2025	0011257	PK: GUILMETTE, ROBERT	RGfall0925	9/29/2025	09/03/2025 - 09/29/2025 - YOGA CLASSES	960.00	960.00
	Voucher:							

112218	10/28/2025 Voucher:	0013797	PK: MANRIQUEZ, EYVAR	EMfall0925	9/26/2025	09/04/2025 - 09/26/2025 - MUAY THAI COND	360.00	360.00
112219	10/28/2025 Voucher:	0009213	PK: MARTINEZ, GILBERT	101025	10/10/2025	SENIOR BALL 2025 DJ, MC, AND ENTERTAINME	1,800.00	1,800.00
112220	10/28/2025 Voucher:	0014459	PK: RANGEL, VIOLETA IS	VRfall0925	9/27/2025	09/04/2025 - 09/27/2025 - ADULT EXERCISE	315.00	315.00
112221	10/28/2025 Voucher:	0011335	PK: SALAZAR, ALICIA C	ASFALL1025	10/6/2025	FALL 2025 - INTRO TO OIL PAINTING	748.00	748.00
112222	10/28/2025 Voucher:	0010624	PK: SANCHEZ, MARIBEL	MSfall0925	9/27/2025	09/06/2025 - 09/27/2025 - ZUMBA	135.00	135.00
112223	10/28/2025 Voucher:	0013659	PK: SANCHEZ, ROCIO	RSfall0925A	9/29/2025	09/08/2025 - 09/29/2025 - COMBO BOXING	180.00	
				RSfall0925	9/30/2025	09/02/25 - 09/30/25 - ZUMBA CLASSES	945.00	
				RSfall0925B	9/24/2025	09/03/2025- 09/24/2025 - STEP AEROBICS	180.00	1,305.00
112224	10/28/2025 Voucher:	0013796	PK: YOGAWITHVANESA	VJfall0925	9/29/2025	09/03/2025 - 09/29/2025 - ADULT YOGA	360.00	360.00
112225	10/28/2025 Voucher:	00003721	PLUMBERS DEPOT INC.	PD-59626	9/17/2025	2024 VHX42 WET/DRY HYDRO EXCAVATOR FOR T	732,805.90	
				PD-59448	8/25/2025	GAPVAX REPAIR AND PARTS	493.16	733,299.06
112226	10/28/2025 Voucher:	0005368	PRINTCO DIRECT	86277	10/2/2025	10/2/2025 PRINTS SETS FOR CAPITAL IMPROV	41.53	41.53

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112227	10/28/2025 Voucher:	0015118	PRINTING NEST LLC	1010120	9/30/2025	BUSINESS CARDS C.D STAFF AND T. GREEN	199.35	199.35
112228	10/28/2025 Voucher:	0012992	RAK DEVELOPMENT, INC	24-079R	10/1/2025	SEPT 2025 EAST ALAMEDA SIDEWALK IMPROVEM	15,632.50	15,632.50
112229	10/28/2025 Voucher:	0013627	RED WING BRANDS OF A	20251010109693	10/10/2025	SEPT 2025 SAFETY FOOTWEAR PROVIDER FOR S	1,168.19	1,168.19
112230	10/28/2025 Voucher:	00004773	RET: ALMANZA, JOSEPH .	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	185.08	185.08
112231	10/28/2025 Voucher:	0008275	RET: AROCHA, FRANCIS :	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
112232	10/28/2025 Voucher:	00001840	RET: BLASKA, WILLIAM M	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
112233	10/28/2025 Voucher:	00004776	RET: CARTER, LLOYD B	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
112234	10/28/2025 Voucher:	00000495	RET: CHAVEZ, ANTHONY	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
112235	10/28/2025 Voucher:	0006505	RET: CORBET, RONALD	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,435.98	1,435.98
112236	10/28/2025 Voucher:	0008746	RET: DELEON, RUBEN	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
112237	10/28/2025 Voucher:	0011326	RET: GALVAN, RAY A.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
112238	10/28/2025 Voucher:	0006508	RET: GOMEZ, JOSEPH C.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
112239	10/28/2025 Voucher:	0010881	RET: KOOPMANS, WILLIA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
112240	10/28/2025 Voucher:	0010410	RET: LEO, FRANK	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
112241	10/28/2025	00003833	RET: MOOMEY, STEVEN	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	518.00	518.00

	Voucher:							
112242	10/28/2025	00003798	RET: RANGEL, ARMANDO	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
112243	10/28/2025	0015164	RET: VERVERA, ISMAEL	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
	Voucher:							

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112244	10/28/2025	0014732	RETURN TO WORK PART	28855	10/1/2025	08/20/25 - 09/26/25 - ACCOMMODATION MEET	600.00	
	Voucher:			28830	10/1/2025	08/30/25 - 09/22/25 - ACCOMMODATION MEET	2,025.00	2,625.00
112245	10/28/2025	00002735	ROADLINE PRODUCTS, I	21894	8/28/2025	GRAFFITI EQUIPMENT	800.25	
	Voucher:			21992	9/18/2025	STREET DIVISION AS NEEDED PAINT FOR SIGN	44.30	844.55
112246	10/28/2025	00004821	S & J SUPPLY COMPANY,	S100258528.001	9/24/2025	MISC HARDWARE	851.23	
	Voucher:			S100258987.001	10/2/2025	MISC HARDWARE	1,606.99	
				S100255068.001	7/28/2025	MISC HARDWARE	817.24	
				S100258835.001	10/2/2025	MISC HARDWARE	1,927.05	5,202.51
112247	10/28/2025	0013045	SAFEGUARD BY FONTIS	VINV54062	10/9/2025	INVENTORY PO/CITATION	3,417.14	3,417.14
	Voucher:							
112248	10/28/2025	0008369	SAFETY-KLEEN SYSTEM,	98232189	9/11/2025	CLEANING SERVICE OF EQUIPMENT & PARTS	1,579.56	1,579.56
	Voucher:							
112249	10/28/2025	00000322	SAM'S CLUB	0013	8/11/2025	MISC SUPPLIES	456.36	456.36
	Voucher:							
112250	10/28/2025	0014787	SAN BERNARDINO COUN	36799	8/22/2025	RANGE GAS HOUSE AND CLASSROOM FACILITY R	220.00	220.00
	Voucher:							
112251	10/28/2025	00004829	SCMAF	093025SGATE	9/30/2025	TOURNAMENT AND TEAM REGISTRATION	2,387.00	2,387.00
	Voucher:							
112252	10/28/2025	00004834	SECURITY SIGNAL DEVIC	S-01155532	10/1/2025	09/30/2025 - REPAIR AND MAINTENANCE NOT	582.52	
	Voucher:			S-01155508	10/1/2025	09/30/2025 - REPAIR AND MAINTENANCE NOT	189.00	
				S-01155494	10/1/2025	09/30/2025- REPAIR AND MAINTENANCE NOT O	189.00	
				10007317	9/4/2025	INSTALL CELLULAR COMMUNICATORS FOR SECUI	394.26	
				10007314	9/3/2025	INSTALL CELLULAR COMMUNICATORS FOR SECUI	2,831.74	4,186.52
112253	10/28/2025	0012883	SHUSTER ADVISORY GR	9583	9/30/2025	Q3 2025 ADVISORY FEE 401(A) & 457(B) OBR	7,500.00	7,500.00
	Voucher:							
112254	10/28/2025	0013837	SOFIVE, INC.	SSCFall925	9/29/2025	FALL 2025 - SOCCER FUNDAMNETALS	3,270.96	3,270.96
	Voucher:							
112255	10/28/2025	00005096	SOUTH COAST A.Q.M.D.	4602270	9/16/2025	ICE STAT NAT GAS	2,025.92	
	Voucher:			4603910	9/16/2025	FY 25-26 - FLAT FEE FOR LAST FISCAL YE	170.94	2,196.86
112256	10/28/2025	00004908	STATUS ONE MEDICAL IN	70235	8/21/2025	FIRST AID SUPPLY RESTOCK	217.62	217.62
	Voucher:							
112257	10/28/2025	0014420	SYN-TECH SYSTEM, INC	318203	7/16/2025	7/16/25 FUEL MANAGEMENT SYSTEM	5,692.00	
	Voucher:			318204	7/16/2025	07/16/25 FUEL MANAGEMENT SYSTEM	3,525.00	9,217.00
112258	10/28/2025	0012517	T.Y. LIN INTERNATIONAL	30102508170	9/23/2025	JULY-AUG 2025 CM AND INSPECTION SERVICES	94,390.00	94,390.00
	Voucher:							

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112259	10/28/2025	0009461	TEC LA MIRADA	5033645XS	8/12/2025	JUNE 4- AUG.12, 2025 - REPLACE TRANSMISS	14,367.03	14,367.03
	Voucher:							
112260	10/28/2025	0011201	TELECOM LAW FIRM, P.C	19838	7/28/2025	07/25/2025 WIRELESS PROFESSIONAL SERVIC	2,450.00	
	Voucher:			20026	9/22/2025	09/12/2025 WIRELESS PROFESSIONAL SERVIC	2,450.00	
				19936	8/27/2025	08/20/2025 WIRELESS PROFESSIONAL SERVIC	2,450.00	7,350.00
112261	10/28/2025	0012518	THE HITT COMPANIES	OE-144156	9/16/2025	PRINTING AND STAMPS	54.24	

	Voucher:			OE-144257	9/16/2025	PRINTING AND STAMPS	27.56	
				OE-144926	10/8/2025	PRINTING AND STAMPS	27.56	
				OE-144958	10/10/2025	PRINTING AND STAMPS	38.41	147.77
112262	10/28/2025	0012474	THE HOME DEPOT DEPO	894967173	9/23/2025	INVENTORY PO/ SAFETY SUPPLIES	446.84	
	Voucher:			895383008	9/22/2025	INVENTORY PO/ SAFETY SUPPLIES	164.37	611.21
112263	10/28/2025	0011640	TIREHUB, LLC	52727338	9/11/2025	TIRES PURCHASE	373.94	
	Voucher:			53289831	10/6/2025	TIRES PURCHASE	221.80	
				53081395	9/26/2025	TIRES PURCHASE	624.36	1,220.10
112264	10/28/2025	0013584	TRUE NORTH COMPLIAN	25-09-22-1	10/1/2025	SEPT 2025 - TRUE NORTH-PLAN CHECK SVCS B	6,552.06	6,552.06
	Voucher:							
112265	10/28/2025	00004964	UNDERGROUND SERVICI	920250217	10/1/2025	DIG ALERTS	420.00	
	Voucher:			25-260921	10/1/2025	DIG ALERTS	173.62	593.62
112266	10/28/2025	0013792	UNIFIRST CORPORATIOI	CSG0925	10/2/2025	SEPT 2025 PROCUREMNT OF CITY-ISSUED UNIF	2,414.80	2,414.80
	Voucher:							
112267	10/28/2025	0010265	UNITED PACIFIC SERVICI	1008-1-1008-5	8/30/2025	08/01- 08/31/2025 - ANNUAL CITYWIDE TREE	66,905.00	66,905.00
	Voucher:							
112268	10/28/2025	0014497	VERITIV OPERATING COI	069-50153860	10/7/2025	INVENTORY PO/ TOWELS	4,374.63	4,374.63
	Voucher:							
112269	10/28/2025	0014465	VERIZON CONNECT FLEE	623000080870	10/1/2025	OCTOBER 2025- MOBILE EQUIPMENT GPS	173.65	173.65
	Voucher:							
112270	10/28/2025	00001848	VERIZON WIRELESS	6124290308	10/15/2025	ACCT# 572436405-00001 - 08/24/2025-09/23	7,753.31	7,753.31
	Voucher:							
112271	10/28/2025	0014729	VITAL RECORDS HOLDIN	5496297	9/30/2025	AUGUST 2025 - STORAGE SERVICES FOR ADMIN	806.57	806.57
	Voucher:							

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112272	10/28/2025	00002634	VULCAN MATERIALS COI	4688312	9/30/2025	ASPHALT, BASE, EMULSION PRODUCT	126.91	
	Voucher:			4688772	9/30/2025	ASPHALT, BASE, EMULSION PRODUCT	256.38	
				4553187	9/19/2025	ASPHALT, BASE, EMULSION PRODUCT	255.10	
				4624934	9/26/2025	ASPHALT, BASE, EMULSION PRODUCT	493.52	
				4625179	9/26/2025	ASPHALT, BASE, EMULSION PRODUCT	258.95	
				4507565	9/15/2025	ASPHALT, BASE, EMULSION PRODUCT	257.66	
				4552742	9/19/2025	ASPHALT, BASE, EMULSION PRODUCT	253.80	
				4506855	9/15/2025	ASPHALT, BASE, EMULSION PRODUCT	362.18	
				4535501	9/17/2025	ASPHALT, BASE, EMULSION PRODUCT	384.56	
				4552673	9/19/2025	ASPHALT, BASE, EMULSION PRODUCT	241.45	
				4611959	9/24/2025	ASPHALT, BASE, EMULSION PRODUCT	129.47	
				4634775	9/29/2025	ASPHALT, BASE, EMULSION PRODUCT	129.47	3,149.45
112273	10/28/2025	00004423	WALTERS WHOLESALE E	S128714114.001	9/4/2025	ELECTRICAL SUPPLIES	922.16	922.16
	Voucher:							
112274	10/28/2025	00002593	WAXIE'S SANITARY SUPF	83486674	9/5/2025	INVENTORY PO/ JANITORIAL SUPPLIES	1,480.17	1,480.17
	Voucher:							
112275	10/28/2025	0010476	WECK LABORATORIES IN	W5H1228	8/25/2025	WATER QUALITY SAMPLING	1,462.50	
	Voucher:			W5I1860	9/30/2025	WATER QUALITY SAMPLING	270.00	
				W5I1391	9/18/2025	WATER QUALITY SAMPLING	1,462.50	
				W5J0218	10/3/2025	WATER QUALITY SAMPLING	135.00	3,330.00

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112276	10/28/2025	00000032	WEST COAST MAILERS	11963	6/10/2025	WA BILLS CYC 3 & 4 1/29-2/27/25	2,571.95	
	Voucher:			11964	6/10/2025	WA BILLS CYC 1 & 2 1/17-2/14/25	3,191.94	

				11965	6/10/2025	WA BILL CYC 7 & 8 1/14-2/12/25	2,350.53	
				11966	6/10/2025	WA BILLS CYC 5 & 6 1/07-2/06/25	2,718.42	
				11967	6/10/2025	WA BILLS CYC 10 2/01-2/28/25	191.84	
				11970	6/10/2025	WA BILLS CYC 5 & 6 4/03-5/07/25	2,717.58	
				12003	6/17/2025	WA BILLS CYC 10 5/01-5/31/25	189.08	
				12004	6/17/2025	WA BILLS CYC 7 & 8 4/10-5/13/25	2,361.67	
				12005	6/17/2025	WA BILLS CYC 1 & 2 4/16-5/21/25	3,204.98	
				11953	6/9/2025	WA BILLS CYC 3 & 4 3/27-4/28/25	2,574.92	
				11954	6/9/2025	WA BILLS CYC 1 & 2 3/18-4/21/25	3,204.82	
				11956	6/9/2025	WA BILLS CYC 5 & 6 3/04-3/27/25	2,723.41	
				11957	6/9/2025	WA BILLS CY 10 4/01-4/30/25	189.77	
				11958	10/9/2025	WA BILLS CYC 7 & 8 3/12-4/10/25	2,359.45	
				11959	6/9/2025	WA BILLS CYC 1 & 2 2/19-3/20/25	3,093.53	
				11960	6/10/2025	WA BILL CYC 3 & 4 2/27-3/27/25	2,586.06	
				11961	6/10/2025	WA BILL CYC 7 & 8 2/12-3/12/25 & WA BILL	2,456.78	
				11962	6/10/2025	WA BILLS CYC 5 & 6 2/05-3/06/25	235.80	
				12016	9/8/2025	WA BILLS CYC 1 & 2 5/16-6/24/25	3,206.47	
				12012	9/8/2025	WA BILLS CYC 1 & 2 6/20-7/24/25	3,418.63	
				12019	9/8/2025	WA BILLS CYC 3 & 4 4/25-5/29/25	2,572.69	
				12015	9/8/2025	WA BILLS CYC 3 & 4 5/29-6/30/25	2,912.05	
				12022	9/8/2025	WA BILLS CYC 3 & 4 6/27-7/31/21	2,742.00	
				12018	9/8/2025	WA BILLS CYC 5 & 6 5/05-6/05/25	2,721.29	
				12014	9/8/2025	WA BILLS CYC 5 & 6 6/03-7/07/25	2,899.80	
				12021	9/8/2025	WA BILLS CYC 5 & 6 7/03-8/08/25	2,900.70	
				12017	9/8/2025	WA BILLS CYC 7 & 8 1/14-2/12/25	2,461.98	
				12013	9/8/2025	WA BILLS CYC 7 & 8 6/10-7/10/25	2,516.79	
				12020	9/9/2025	WA BILLS CYC 7 & 8 7/09-8/13/25	2,515.99	
				12011	9/8/2025	WA BILLS CYC 10 7/01-7/31/25	194.94	
				12023	9/9/2025	WA BILLS CYC 10 8/01-8/31/25	194.94	70,180.80

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112277	10/28/2025	00000561	WESTERN EXTERMINAT(	82699041	9/16/2025	FY 25/26 - ANNUAL PEST CONTROL SERVICE	234.25	
	Voucher:			82700205	9/16/2025	FY 25/26 - ANNUAL PEST CONTROL SERVICE A	82.50	
				82698562	9/16/2025	FY 25/26 - ANNUAL PEST CONTROL SERVICE	295.50	
				82706112	9/30/2025	FY 25/26 - ANNUAL PEST CONTROL SERVICE A	165.40	
				82701557	9/16/2025	FY 25/26 - ANNUAL PEST CONTROL SERVICE A	56.00	833.65
112278	10/28/2025	0012301	WHITTIER FERTILIZER C(	430199	9/18/2025	SOIL MIXES,AMENDMENTS & SPECIAL SAND MIX	1,074.28	1,074.28
	Voucher:							
112279	10/28/2025	00001280	WILLDAN	00341283	9/11/2025	STAFF AUGMENTATION - ST SUPERINTENDENT	16,745.00	
	Voucher:			00422559R	9/24/2025	8/29/25 CM AND INSPECTION SERVICES FOR T	37,767.50	54,512.50
112280	10/28/2025	0006745	XTREME AUTOBODY	3297	9/17/2025	SEPT. 17, 2025 - AUTO BODY REPAIRS	1,661.25	1,661.25
	Voucher:							
112281	10/28/2025	00000062	ZIEGLER'S HARDWARE&	6125	10/1/2025	MISC HARDWARE	45.32	
	Voucher:			6150A	10/6/2025	MISC HARDWARE	39.85	
				5982-2025	9/4/2025	MISC HARDWARE	15.48	
				6033	9/15/2025	MISC HARDWARE	14.39	
				6046	9/16/2025	MISC HARDWARE	19.91	
				6041-2025	9/16/2025	MISC HARDWARE	38.72	
				5971	9/2/2025	MISC HARDWARE	67.38	
				6008-2025	9/9/2025	MISC HARDWARE	14.38	

5973-2025	9/2/2025	MISC HARDWARE	3.31	
6023-2025	9/11/2025	MISC HARDWARE	42.06	
6003	9/8/2025	MISC HARDWARE	20.37	
6011A	9/9/2025	MISC HARDWARE	15.48	
6113A	9/30/2025	MISC HARDWARE	59.76	396.41
			Sub total for BANK OF THE WEST:	2,205,679.74

264 checks in this report.

Grand Total All Checks: 2,205,679.74

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2998	9/11/2025	00004708	PERS HEALTH PLAN	Ben374579	9/11/2025	OCT 2025 MEDICAL HMO ANTHE	532,487.44	532,487.44
	Voucher:							
3013	10/9/2025	00004836	SEIU LOCAL 721 CTW CLC-2	Ben375914	10/9/2025	SEIU DUES: PAYMENT	3,042.32	3,042.32
	Voucher:							
3014	10/9/2025	00002370	INTERNAL REVENUE SERVI(	Ben375916	10/9/2025	MEDICARE: PAYMENT	185,380.27	185,380.27
	Voucher:							
3016	10/9/2025	00000343	PUBLIC EMPLOYEES RETIRI	Ben375920	10/9/2025	PERS RETIREMENT: PAYMENT	307,326.74	307,326.74
	Voucher:							
3017	10/9/2025	00001186	EMPLOYMENT DEVELOPME	Ben375922	10/9/2025	SDI: PAYMENT	67,548.55	67,548.55
	Voucher:							
3018	10/9/2025	00000004	NATIONWIDE RETIREMENT :	Ben375924	10/9/2025	DEF COMP NATIONWIDE: PAYME	89,219.94	89,219.94
	Voucher:							
3019	10/9/2025	00004996	SEIU-COPE LOCAL 721, LA/C	Ben375926	10/9/2025	SEIU- COPE LOCAL 721 DEDUCT	88.01	88.01
	Voucher:							
3020	10/9/2025	00004988	CHILD SUPPORT ON-LINE, S	Ben375928	10/9/2025	CHILD SUPPORT-ONLINE: PAYMI	340.13	340.13
	Voucher:							

Sub total for BANK OF THE WEST: 1,185,433.40

8 wires in this report.

Grand Total All Wires: 1,185,433.40

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
5299	10/28/2025	0014823	RET: ANTHONY PEREZ, I	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
	Voucher:							
5300	10/28/2025	0012466	RET: ADAMS, PAUL L.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,299.14	1,299.14
	Voucher:							
5301	10/28/2025	0005570	RET: ALONZO, ANTHONY	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,011.40	1,011.40
	Voucher:							
5302	10/28/2025	0014715	RET: ANDERSON, KENNE	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
	Voucher:							
5303	10/28/2025	0012843	RET: AUSTIN, BYRON A.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
	Voucher:							
5304	10/28/2025	0005813	RET: AVILA, VINCENT	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
	Voucher:							
5305	10/28/2025	0013775	RET: AVILES, OMAR ADO	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
	Voucher:							
5306	10/28/2025	0014366	RET: BARKER, RILEY M.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
	Voucher:							
5307	10/28/2025	0012982	RET: BONILLA CLAYTON,	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
5308	10/28/2025	00001265	RET: BRASSFIELD, CHAR	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
5309	10/28/2025	0006324	RET: BURBACH, MAUREE	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
5310	10/28/2025	0012844	RET: CAMACHO, EDWARI	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
	Voucher:							
5311	10/28/2025	0014800	RET: CHAVEZ, CELESTE	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
	Voucher:							
5312	10/28/2025	00000817	RET: CHRIST, DOUGLAS I	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
5313	10/28/2025	00003408	RET: DAMRON, ROGER V	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
5314	10/28/2025	0014404	RET: DAVILA, PAULITA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
	Voucher:							
5315	10/28/2025	0013163	RET: DAVIS, RANDALL JC	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,196.68	1,196.68
	Voucher:							
5316	10/28/2025	00004777	RET: DAY, ROBERT A	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
5317	10/28/2025	00001776	RET: EADE, JOANN	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	185.08	185.08
	Voucher:							
5318	10/28/2025	00003973	RET: EADS, KENNETH P.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,011.40	1,011.40
	Voucher:							
5319	10/28/2025	00003853	RET: FANNIN, ZONA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
5320	10/28/2025	0008820	RET: FERNANDEZ, CARL(	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
	Voucher:							

5321	10/28/2025 Voucher:	00004403	RET: FIELD, GARY	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5322	10/28/2025 Voucher:	0006507	RET: FIGUEROA, GLORIA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5323	10/28/2025 Voucher:	0013564	RET: FLAD, MICHAEL	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,339.68	1,339.68
5324	10/28/2025 Voucher:	00000605	RET: FORRESTER, BOB L	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
5325	10/28/2025 Voucher:	0005355	RET: GALBREATH, RUSSI	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	388.13	388.13
5326	10/28/2025 Voucher:	0011186	RET: GAMBOA, OSCAR	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5327	10/28/2025 Voucher:	00000496	RET: GEORGE, RONALD I	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
5328	10/28/2025 Voucher:	0013121	RET: GONZALES, LORET	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5329	10/28/2025 Voucher:	00003940	RET: GONZALEZ, HIRAM	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5330	10/28/2025 Voucher:	0006328	RET: GUTIERREZ, MANUI	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5331	10/28/2025 Voucher:	0014822	RET: GUTIERREZ, REYNA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
5332	10/28/2025 Voucher:	0006510	RET: HERNANDEZ, MARI/	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5333	10/28/2025 Voucher:	0006329	RET: HOMSHER, HUGH	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	738.56	738.56
5334	10/28/2025 Voucher:	0013216	RET: HUFFMAN, EDWARI	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5335	10/28/2025 Voucher:	0012845	RET: HUGAR L., JAMES	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5336	10/28/2025 Voucher:	00004784	RET: HUNTRODS, RICHAI	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	239.00	239.00
5337	10/28/2025 Voucher:	0009521	RET: HUPP, KEITH	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5338	10/28/2025 Voucher:	0008058	RET: INMAN, RONALD	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5339	10/28/2025 Voucher:	00004785	RET: IRISH, TERRY F	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
5340	10/28/2025 Voucher:	0011110	RET: JOHNSON, GERALD	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5341	10/28/2025 Voucher:	00004787	RET: KENNEDY, GARY E	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
5342	10/28/2025 Voucher:	0005356	RET: KEY, ANDREW	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,011.40	1,011.40
5343	10/28/2025 Voucher:	0011111	RET: KOOMEN, SHERI L.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5344	10/28/2025 Voucher:	0009946	RET: LEFEVER, STEVEN /	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	200.00	200.00
5345	10/28/2025 Voucher:	00004789	RET: LILLEY, RAYMOND E	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
5346	10/28/2025	0012707	RET: LLOYD, BRUCE W.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00

5347	Voucher: 10/28/2025	0012927	RET: LONG, PENG	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5348	Voucher: 10/28/2025	0005633	RET: LOPEZ, ALFONSO	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	590.37	590.37
5349	Voucher: 10/28/2025	0006511	RET: LOPEZ, RAMON A.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5350	Voucher: 10/28/2025	0009453	RET: LOPEZ, VERONICA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5351	Voucher: 10/28/2025	0013398	RET: MARIN, SANDRA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5352	Voucher: 10/28/2025	0007656	RET: MATSUKIYO, DAVID	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5353	Voucher: 10/28/2025	0014276	RET: MCEVILLY, DEBORA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
5354	Voucher: 10/28/2025	0013777	RET: MONTANEZ JR., ABE	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
5355	Voucher: 10/28/2025	00003328	RET: MOSBY, DOROTHEA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	185.08	185.08
5356	Voucher: 10/28/2025	0011895	RET: MUNOZ, ALFREDO	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5357	Voucher: 10/28/2025	00003239	RET: NASSAR, SAMI R	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	200.00	200.00
5358	Voucher: 10/28/2025	0014639	RET: O'MALLEY, DEREK	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5359	Voucher: 10/28/2025	0012468	RET: ORTIZ, JULIAN	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	768.52	768.52
5360	Voucher: 10/28/2025	0012467	RET: PATINO, IGNACIO M	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5361	Voucher: 10/28/2025	0011522	RET: PELLERIN, ROBERT	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5362	Voucher: 10/28/2025	00005237	RET: PEREZ, SUSAN	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5363	Voucher: 10/28/2025	0010733	RET: PIXLER, DAVID	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5364	Voucher: 10/28/2025	00004794	RET: POWELL, ROBERT H	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
5365	Voucher: 10/28/2025	0006326	RET: RAMIREZ, VIRGINIA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5366	Voucher: 10/28/2025	0006327	RET: RASCO, ANGELA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5367	Voucher: 10/28/2025	0011967	RET: RIVERA, FRANK J.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	786.34	786.34
5368	Voucher: 10/28/2025	0011978	RET: RIVERA, HANNAH TI	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	786.34	786.34
5369	Voucher: 10/28/2025	0012837	RET: RODRIGUEZ, ANNA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5370	Voucher: 10/28/2025	0012682	RET: RUIZ, NELLIE	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5371	Voucher: 10/28/2025	0011112	RET: SALDIVAR, MARIO M	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78

5372	10/28/2025 Voucher:	0013274	RET: SAUCEDO NEVARE	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5373	10/28/2025 Voucher:	0009865	RET: SCHRADER, GEORG	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,331.00	1,331.00
5374	10/28/2025 Voucher:	0011521	RET: SCOTT, DAVID	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5375	10/28/2025 Voucher:	0013273	RET: SEKIYA, JONATHAN	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,086.55	1,086.55
5376	10/28/2025 Voucher:	00000458	RET: SEWELL, ELAINE	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5377	10/28/2025 Voucher:	00000459	RET: SEWELL, KENNETH	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5378	10/28/2025 Voucher:	0006513	RET: SHETTER, RANDOLI	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5379	10/28/2025 Voucher:	00000869	RET: SMITH, CHARLES R	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
5380	10/28/2025 Voucher:	00004796	RET: SPEELMAN, PATRIC	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
5381	10/28/2025 Voucher:	00002147	RET: SPROWLS, KENNET	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	250.00	250.00
5382	10/28/2025 Voucher:	0008313	RET: SULLIVAN, DARREN	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,011.40	1,011.40
5383	10/28/2025 Voucher:	0006512	RET: TATTI, WILLIAM P.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5384	10/28/2025 Voucher:	0014457	RET: TEEPLES, JAMES	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78
5385	10/28/2025 Voucher:	0014524	RET: TIMOTEO, VINEULA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
5386	10/28/2025 Voucher:	0014403	RET: TORRES, DAVID E	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	200.00	200.00
5387	10/28/2025 Voucher:	0012959	RET: TREJO, RAMONA M	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5388	10/28/2025 Voucher:	0014379	RET: URTEZ, YOLANDA	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
5389	10/28/2025 Voucher:	00003573	RET: VAN LIEROP, MARTI	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	426.70	426.70
5390	10/28/2025 Voucher:	0013776	RET: VARGAS, ALEX J.	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	300.00	300.00
5391	10/28/2025 Voucher:	00003959	RET: WADE, RICHARD	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	306.00	306.00
5392	10/28/2025 Voucher:	0007655	RET: WELLS, GREGORY	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	768.52	768.52
5393	10/28/2025 Voucher:	00004379	RET: WHALEN, HARVEY	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	150.00	150.00
5394	10/28/2025 Voucher:	0008821	RET: WILLIAMS, TIMOTH	OCTOBER 2025	10/9/2025	OCT 2025- RETIREE MEDICAL INS.	1,507.78	1,507.78

Sub total for BANK OF THE WEST EFT: 59,180.67

96 EFT's in this report.

Grand Total All EFT's : 59,180.67

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 10/28/2025

TOTAL PART I - PAYROLL- RELATED CHECKS		60,074.29
TOTAL PART II - PREPAID CHECKS (10/08/2025)		1,087,219.05
TOTAL PART III - PREPAID CHECKS (10/15/2025)		10,390.90
TOTAL PART IV -ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		2,205,679.74
TOTAL PART V-PAYROLL- RELATED WIRE TRANSFERS		1,185,433.40
TOTAL PART VI -ACCOUNTS PAYABLE EFTs		59,180.67
	SUB - TOTAL	4,607,978.05
LESS: VOIDS		
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(468,827.83)
	GRAND TOTAL	4,139,150.22

23

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number **112093** to Warrant Number **112281** inclusive, plus WireTransfers and EFTs totaling **$4,139,150.22** as listed on the accompanying Accounts Payable Warrant Register of **Oct 28, 2025** are approved as presented, with the exception of the following voided and replacement warrants:

Voided

Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
	TOTAL OF VOIDED CHECKS		$0.00	
	* TOTAL OF REPLACEMENT CHECKS		$0.00	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

10/21/25
ACCOUNTING AND FINANCE MANAGER

10/21/25
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **OCT 28, 2025** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.