

Gloria Olmos, Mayor/Chair
Rudy Bojorquez, Mayor Pro Tem/ Vice Chair
Manuel Acosta, Councilmember/
Boardmember
Hector Delgado, Councilmember/
Boardmember
Larry Rodriguez, Councilmember/
Boardmember



Rene Salas, City Manager/Executive
Director
Susie A. Altamirano, City Attorney/
General Counsel
Adrian Garcia, City Clerk/Secretary
Masami Higa, Director of
Finance/Treasurer

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT

AGENDA

June 16, 2026, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

Those wishing to participate during Public Comment may do so in person at the South El Monte City Hall Council Chambers, or may submit written public comments by emailing sem.cityclerk@soelmonte.org. Emailed public comments are due by 5:00 p.m., and should be limited to no more than 250 words. Written public comments will be provided to the City Council and will be part of the record but will not be read aloud.

Each speaker will be limited to five minutes. Time limits may not be shared with other speakers. This is the only opportunity for public input except for scheduled public hearing items. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>

Webinar ID: 865 8171 1880

Or call in: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

The City of South El Monte live streams the City Council Meetings over the Internet at <https://www.cityofsouthelmonte.org/129/Meeting-Agendas-Minutes>. After the meetings, recordings are immediately posted. NOTE: Your attendance at this public meeting may result in the streaming and recording of your image and/or voice.

CONFLICT OF INTEREST

City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure of financial interest when the item is called and recuse themselves.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 at least 72 hours prior to the meeting.

MEETINGS

The City Council holds regular meetings on the first and third Tuesday of every month. Regular meetings start at 6 p.m. in the Council Chambers at City Hall, 1415 Santa Anita Avenue, South El Monte, California. Special and Adjourned Regular meetings start times are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)). Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda packets can be viewed either at <https://www.cityofsouthelmonte.org/129/Meeting-Agendas-Minutes> or in the City Clerk's Office during normal business hours Monday through Thursday, 7:00 a.m. to 5:30 p.m. Closed on Fridays and major holidays.

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact:

Adrian Garcia, MMC, City Clerk
Ph (626) 443-4928
Cell (626) 926-3071

Sabrina A. Muhne, Deputy City Clerk
Ph (626) 652-3121
Cell (626) 374-1998

LEVINE ACT DISCLOSURE

Pursuant to the Levine Act (GC 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$500 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Councilmembers are also required to make such disclosures and recuse themselves.

AGENDA BEGINS ON THE FOLLOWING PAGE

1. CALL TO ORDER AND ROLL CALL

Councilmembers/Boardmembers: Acosta, Delgado, Rodriguez, Mayor Pro Tem/Vice Chair Bojorquez, and Mayor/Chair Olmos

2. PLEDGE OF ALLEGIANCE

Councilmember Larry Rodriguez

3. INVOCATION

Pastor Patricia Garrett, Faith Dominion Church

4. PRESENTATIONS

4.a. Sheriff's Department Report for the month of May 2026.

4.b. Code Enforcement and Parking Enforcement Report for the months of April and May 2026.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

7. CONSENT CALENDAR - CITY COUNCIL

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

7.a. CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES OF APRIL 21, 2026, THE REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 21, 2026, AND THE REGULAR CITY COUNCIL MEETING MINUTES OF MAY 5, 2026

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the April 21, 2026, Special City Council Meeting, the April 21, 2026, Regular City Council Meeting, and the May 5, 2026, Regular City Council Meeting.

CONSENT CALENDAR - CITY COUNCIL (CONTINUED)

7.b. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-043, APPROVING WARRANTS FOR THE PERIOD OF MAY 28, THROUGH JUNE 10, 2026**

Authorizing payment of City expenditures for the period of May 28, 2026, through June 10, 2026, totaling \$1,737,881.22

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-035, authorizing payment of City expenditures.

8. **CONSENT CALENDAR - SUCCESSOR AGENCY**

Items on the Consent Calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the Board during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

8.a. **CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR APRIL 21, 2026**

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the April 21, 2026, Successor Agency Meeting.

9. **PUBLIC HEARINGS**

9.a. **CONTINUED FROM THE JUNE 2, 2026, REGULAR CITY COUNCIL MEETING: CONSIDERATION TO WAIVE FULL READING AND INTRODUCE ORDINANCE NO. 1292 AFFIRMING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE ON MASSAGE BUSINESSES FROM THE JURISDICTIONAL BOUNDARIES OF 350 FEET AND A 1,000 FOOT BUFFER DISTANCE FROM ALL SENSITIVE USES AND OTHER MASSAGE BUSINESSES**

Consideration to waive full reading and introduce by title only Ordinance No. 1292 amending Section 17.03.230 ("Massage Establishments") of Chapter 17.03 ("Permit Approval Procedures") of Title 17 ("Zoning"), approving Zone Text Amendment No. 26-02 ("ZTA 26-02") and establishing a 1,000-foot buffer distance from all sensitive uses and other massage establishments in the City and a 350-foot buffer distance from the jurisdictional boundary to protect and preserve the public health, safety, and welfare.

Public Hearings Item 9.a. Recommendation next page.

PUBLIC HEARINGS (CONTINUED)

Item 9.a.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Determine that Ordinance No. 1292 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption); and
4. Waive full reading and introduce Ordinance No. 1292 by title only to amend the South El Monte Municipal Code (SEMMC) Section 17.03.230 (“Massage Establishments”) to establish a 1,000-foot buffer distance from all sensitive uses and other massage establishments in the City and a 350-foot buffer distance from the City’s jurisdictional boundary.

10. GENERAL BUSINESS

10.a. CONTINUED FROM THE JUNE 2, 2026, REGULAR CITY COUNCIL MEETING: CONSIDERATION AND ADOPTION OF ORDINANCE NO. 1294, AMENDING SECTION 5.24.180 OF CHAPTER 5.24 OF TITLE 5 IMPOSING A 500-FOOT NON-SOLICITATION BUFFER AROUND K-12 SCHOOLS IN THE CITY

Consideration to adopt Ordinance No. 1294 amending Section 5.24.180 (“Manner of Solicitation” attachment C) of Chapter 5.24 (“Solicitation”) of Title 5 (“Business Taxes, Licenses and Regulations”), establishing a 500-foot non-solicitation buffer around K-12 schools in the City to protect and preserve the public health, safety, and welfare.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that Ordinance No. 1294 is a constitutionally permissible and necessary time, place, and manner regulation; and
2. Waive the full reading and adopt Ordinance No. 1294 by title only to amend the South El Monte Municipal Code (SEMMC) Section 5.24.180 (“Manner of Solicitation”) to prohibit solicitation activities within 500-feet of K-12 schools.

10.b. CONTINUED FROM THE JUNE 2, 2026, REGULAR CITY COUNCIL MEETING: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-041 AND RESOLUTION NO. 26-042 CREATING NEW CLASSIFICATIONS AND UPGRADING A CERTAIN JOB DESCRIPTION AND COMPENSATION

The City Council is being asked to approve resolutions related to the upgrade of the existing classification and the establishment of a new classification to replace an existing position title with the City’s classification plan in order to align job classifications with current operational needs.

The proposed Senior Community Services Analyst classification is an upgrade of the existing Community Services Analyst position to reflect expanded duties being performed across both the Community & Senior Services and Economic Development Departments.

GENERAL BUSINESS (CONTINUED)

Item 10.b.

The proposed Community Development Manager classification establishes a new classification to replace the existing Planning Manager classification, reflecting the broader scope of community development, permitting, and contractor oversight functions currently associated with the position.

Approval of the attached resolutions would authorize the adoption of the associated job descriptions, implementation of classification changes, and approval of the associated compensation adjustment for the upgraded classification.

RECOMMENDED ACTION: Staff recommends that the City Council:

1. Adopt Resolution No. 26-041 approving the upgrade of the Community Services Analyst classification to Senior Community Services Analyst, including approval of the associated job description and compensation adjustment; and
2. Adopt Resolution No. 26-042 approving the creation of the Community Development Manager classification to replace the currently budgetarily aligned Planning Manager Classification, including the approval of the associated job description.

10.c. CONSIDERATION AND APPROVAL OF RESOLUTIONS NO. 26-044, 26-045 AND 26-046 CONSENTING TO THE CONTINUED APPOINTMENT OF THREE EXECUTIVE MANAGEMENT POSITIONS AND APPROVAL OF THREE EMPLOYMENT AGREEMENTS

As part of the City's ongoing budget development process and organizational staffing adjustments, the City Council is being asked to consider and approve the renewal of two executive management employment agreements and approve one First Amended and Restated Employment Agreement for an executive management employee.

The proposed staffing adjustments are intended to support the City's operational continuity, address expanded operational responsibilities, and align compensation and benefit provisions with the City's organizational needs.

The proposed adjustments are for the following positions:

1. Ariana De La Cruz – Director of Community & Senior Services
2. Adrian Garcia – City Clerk
3. Masami Higa - Director of Finance

General Business Item 10.c. Recommendation next page.

GENERAL BUSINESS (CONTINUED)

Item 10.c.

RECOMMENDED ACTION: Staff recommends that the City Council:

1. Adopt Resolution No. 26-044 approving the Employment Agreement renewal between the City and Ariana De La Cruz, Director of Community & Senior Services;
2. Adopt Resolution No. 26-045 approving the Employment Agreement renewal for Masami Higa, Director of Finance;
3. Adopt Resolution No. 26-046 adopting the updated class specification for the position of City Clerk/ Director of General Services and approving the First Amended and Restated Employment Agreement for Adrian Garica, City Clerk/Director of General Services; and
4. Authorize the Mayor to execute all three Employment Agreements.

10.d. FISCAL YEAR (FY) 2026-2027 ANNUAL BUDGET ADOPTION

The City held its FY26-27 Annual Budget Study Session on June 2, 2026. City Council and staff discussed the City's proposed budget and the 5-year financial forecast, with the General Fund deficit of \$728,476 expected to grow over the next 5 years, mainly due to the significant decrease in the City's estimated sales tax revenues while expenditures expected to rise. City Council directed staff to continue this item until June 16, 2026, and the City Manager informed City Council that additional cost-cutting measures would be proposed to adopt a balanced budget on June 16, 2026.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-047, adopting an annual budget for FY26-27, which is now balanced with a General Fund surplus of \$82,932. However, because the General Fund's 5-year financial forecast shows a deficit over future years, staff will continue to monitor and update City Council and seek direction.

10.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-048, ADOPTING THE CITY'S FISCAL YEAR (FY) 2026-27 GANN APPROPRIATION LIMIT

A Resolution to approve the FY 2026-27 for the City of South El Monte pursuant to Article XIII B of the State of California Constitution.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 26-048 establishing the City's Appropriation (Gann) Limit at \$204,620,656 for FY 2026-27.

11. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234, section 53232.3(d) requires Members of a legislative body to provide brief reports on meetings attended at the expense of the local agency (i.e., League of California Cities Conferences, ICSC conferences, etc.) at the next regular meeting of the legislative body.

12. CORRESPONDENCE

12.a. LETTER FROM FAITH DOMINION CHURCH REQUESTING A FACILITY FEE WAIVER AND CONSIDERATION TO WAIVE ALL THE FEES ASSOCIATED WITH THE RESERVATION FOR THE USE OF THE SOUTH EL MONTE COMMUNITY CENTER AMPHITHEATER

The Faith Dominion Church is requesting a facility reservation fee waiver for the use of the South El Monte Community Center Amphitheater to host Sunday Services for members of the community from June 14, 2026 to September 6, 2026. In addition, they are requesting to waive all the fees associated with the reservation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility reservation fee waiver for the use of the South El Monte Community Center Amphitheater in the amount of \$1,925.00; and
2. Discuss the request to waive the staff time and damage deposit in the amount of \$1,116.00.

12.b. CORRESPONDENCE FROM THE MOUNTAIN VIEW SCHOOL DISTRICT, IN SUPPORT OF THE TASTE OF RIO EVENT JUNE 18, 2026, FUNDS FROM THE TASTE OF RIO SUPPORT EDUCATIONAL PROGRAMS FOR LOCAL STUDENTS

A Taste of Río will take place Thursday, June 18, 2026, on the beautiful Río Hondo College Campus beginning at 6:00 pm. This popular and festive event, produced by the Río Hondo College Foundation, brings together more than 500 guests for an evening of delicious foods, fine wine and craft beer, delightful entertainment, and a silent auction. Musical entertainment adds to the festive atmosphere. The evening raises funds to support scholarships, programs and equipment that promote student success at Río Hondo College.

RECOMMENDED ACTION: Staff recommends that the City Council select from the following options attached in the Río Hondo flyer.

13. COUNCILMEMBERS' AGENDA

13.a. MAYOR GLORIA OLMOS

Request that staff provide more context and definitions to the Minutes.

Closed Session next page.

14. CLOSED SESSION

14.a. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code § 54957.6

Agency designated representatives: City Manager Rene Salas

Employee organization: South El Monte Employee’s Association (“SEMEA”)

14.b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code § 54957(b)(1)

Title: City Manager

14.c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code § 54957(b)(1)

Title: City Manager

14.d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code § 54956.9(d)(1)

Name of case: GLORIA OLMOS, an individual, Plaintiff v. CITY OF SOUTH EL MONTE; SOUTH EL MONTE CITY COUNCIL; RUDY BOJORQUEZ, an individual and in his official capacity; HECTOR DELGADO, an individual and in his official capacity; LARRY RODRIGUEZ, an individual and in his official capacity; and DOES 1 THROUGH 20, INCLUSIVE, Defendants.

15. ADJOURNMENT OF CITY COUNCIL AND SUCCESSOR AGENCY MEETING

NEXT REGULAR CITY COUNCIL MEETING:

Tuesday, July 7, 2026, at 6:00 p.m.

CERTIFICATION

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, or my designee, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on this June 11, 2026, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org.



Adrian Garcia, MMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Sheriff's Department Report for the month of May 2026.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. PowerPoint

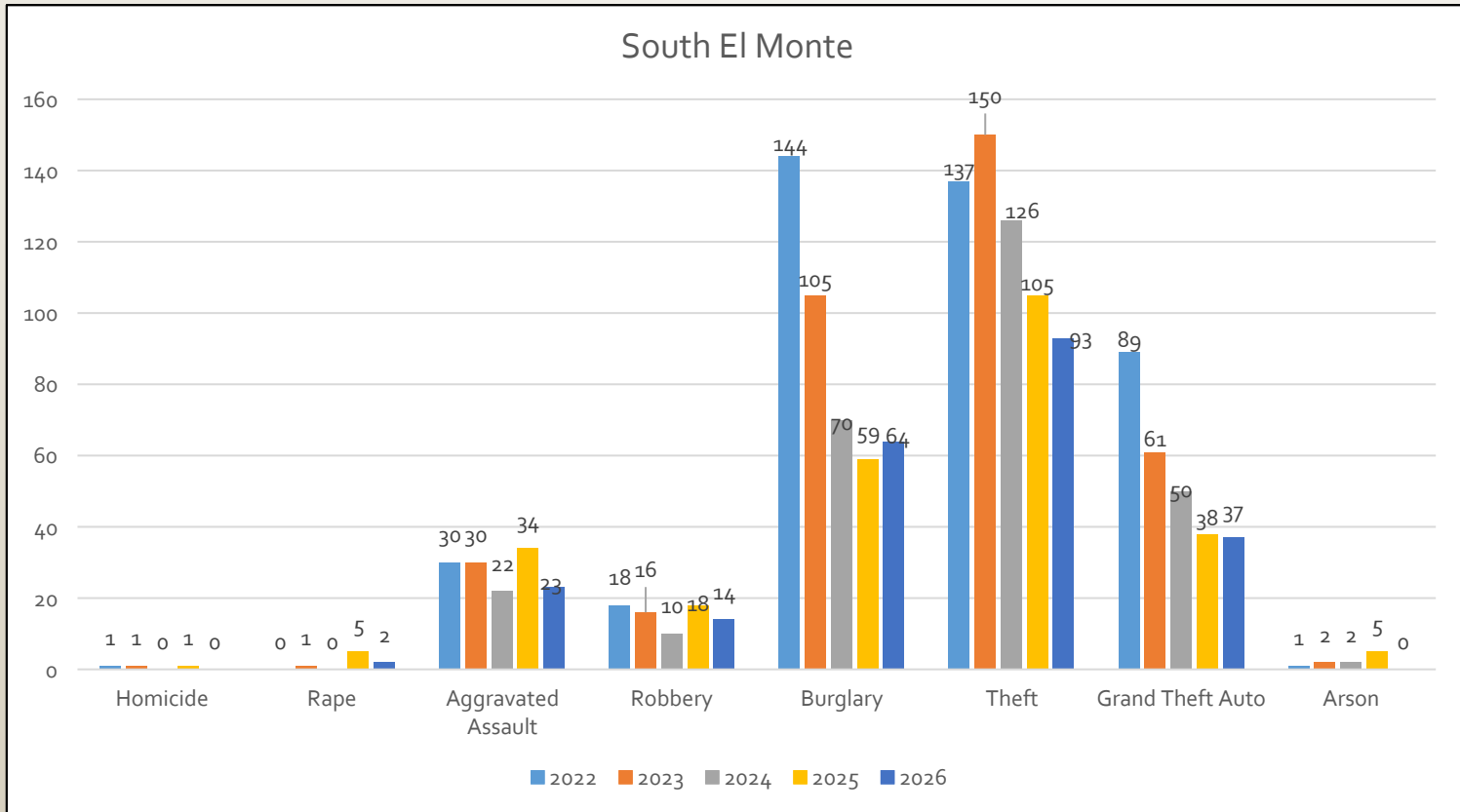
South El Monte May 2026

Crime Statistics



South El Monte

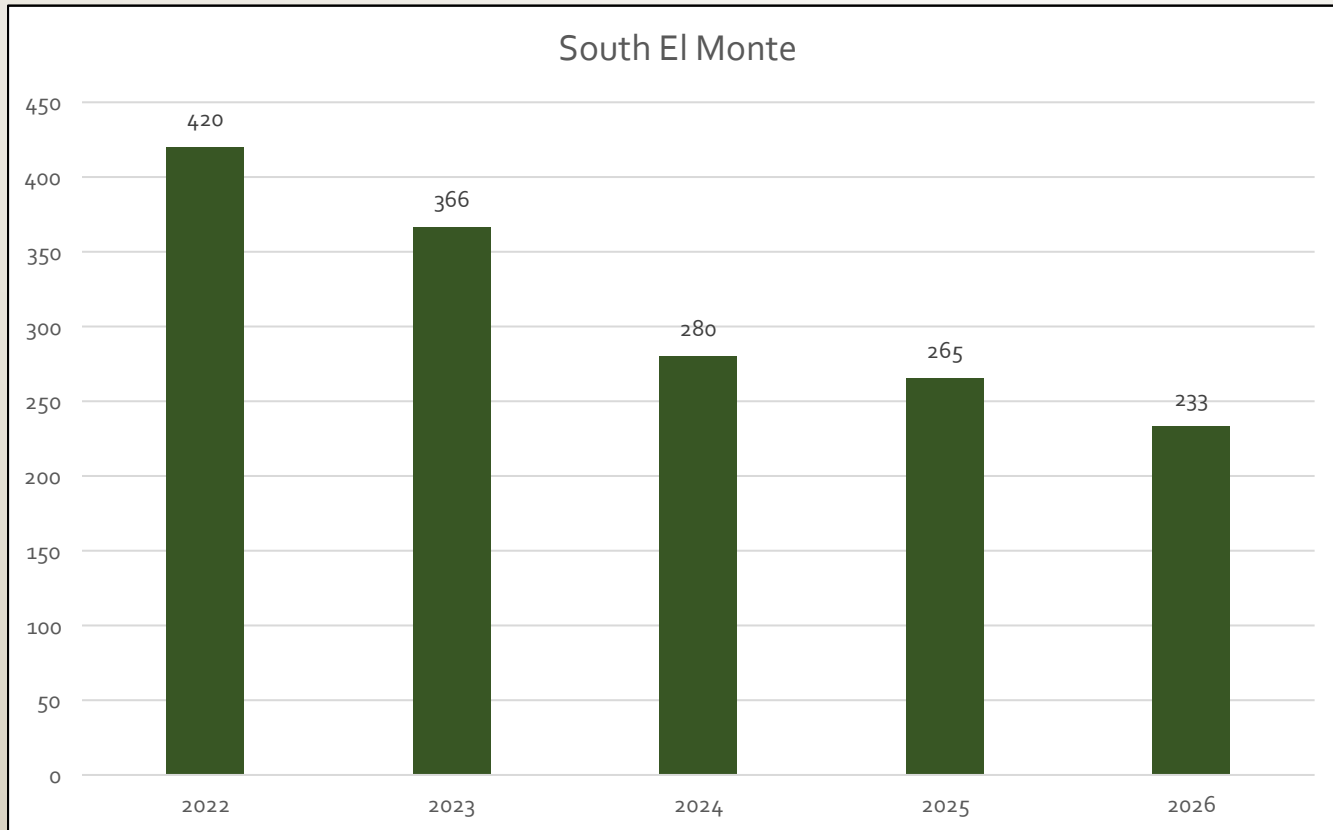
Part I Crime Statistics – May 2022-2026 YTD



South El Monte	1 yr % change	4 yr % change
Homicide	-100%	-100%
Rape	-60%	NC
Aggravated Assault	-32%	-23%
Robbery	-22%	-22%
Burglary	8%	-56%
Theft	-11%	-32%
Grand Theft Auto	-3%	-58%
Arson	-100%	-100%
Total	-12%	-45%

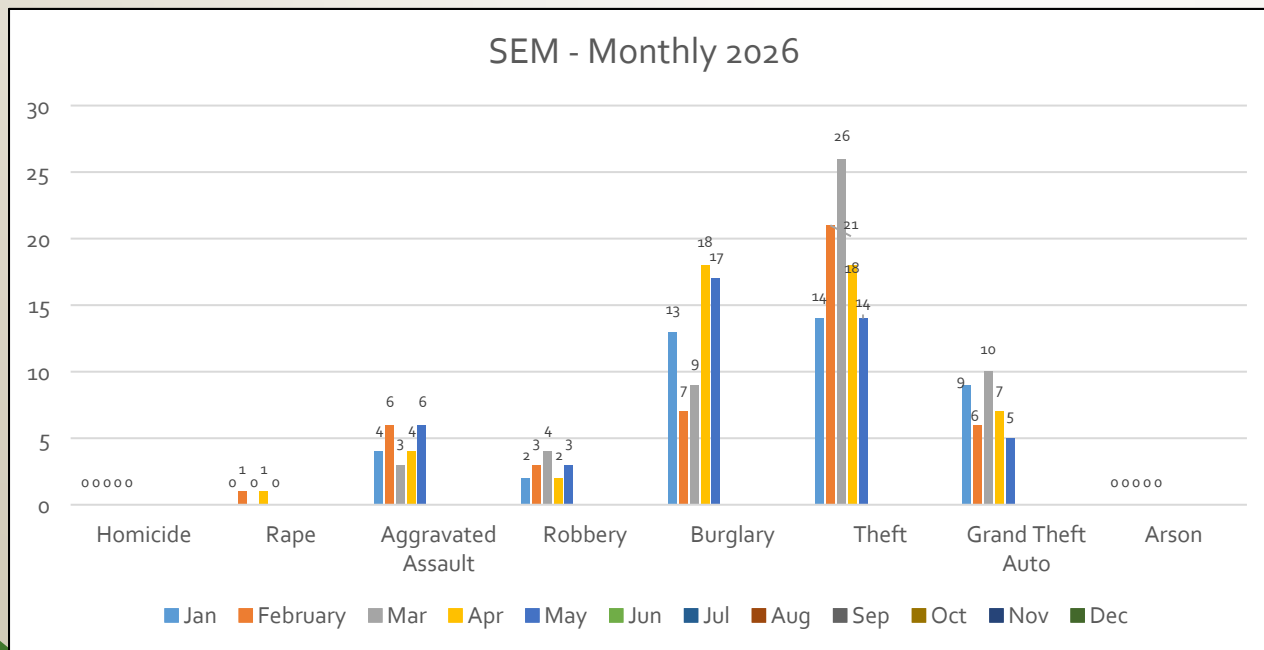
South El Monte

Part I Crime Statistics – May 2022-2026 YTD



South El Monte Part I Crime Statistics – 2026 Monthly Breakdown & Arrests YTD

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	0	0								0
Rape	0	1	0	1	0								2
Aggravated Assault	4	6	3	4	6								23
Robbery	2	3	4	2	3								14
Burglary	13	7	9	18	17								64
Theft	14	21	26	18	14								93
Grand Theft Auto	9	6	10	7	5								37
Arson	0	0	0	0	0								0
Total	42	44	52	50	45	0	0	0	0	0	0	0	233



Arrests	
2025	343
2026	557

South El Monte	YTD
Res Burg	8
Other Burg	56
Petty Theft	42
Grand Theft	42
Theft from Vehicle	9



City Council Agenda Report Agenda Item No. 4.b.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Code Enforcement and Parking Enforcement Report for the months of April and May 2026.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. PowerPoint - April 2026
- B. PowerPoint - May 2026

City of South El Monte

Code/Parking Enforcement Report



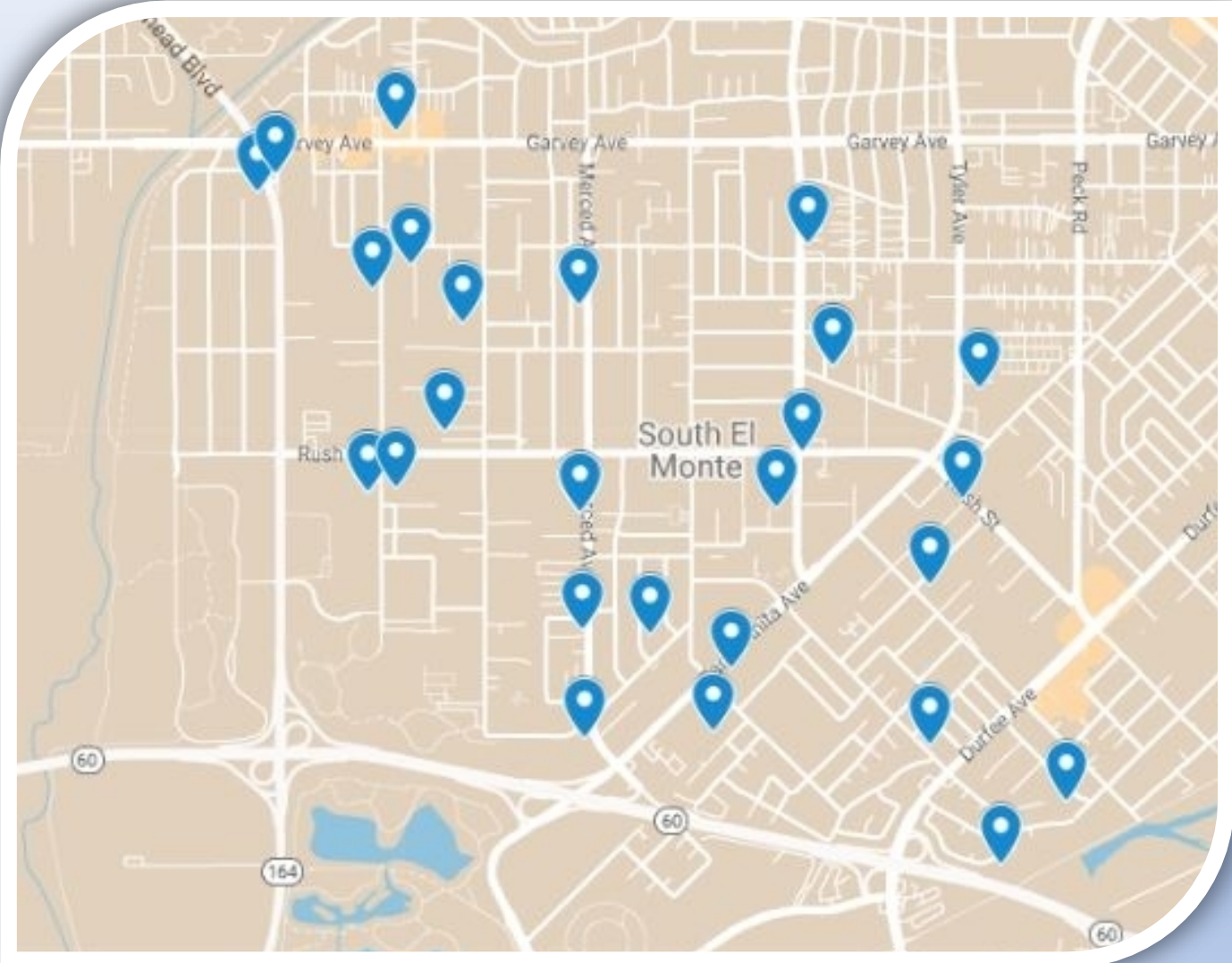
April 2026 Recap

Raul Rodriguez
Code Enforcement / Parking
Enforcement Supervisor

Code Enforcement Cases

April - 116

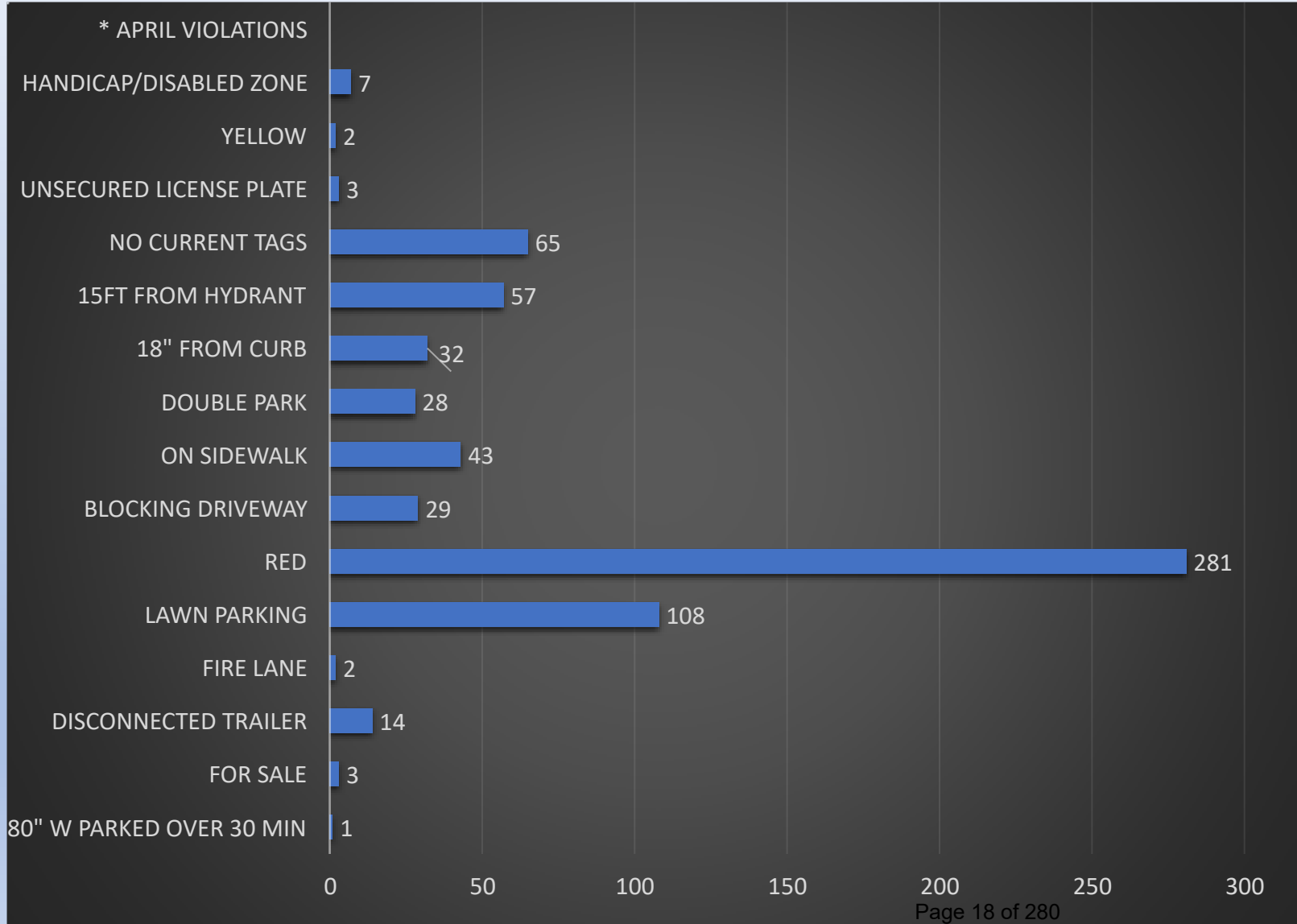
Building Code.....	11
Business.....	6
Graffiti (Private Property).....	18
Health & Safety/Public Nuisance....	2
Homeless	17
Illegal Dumping/Bulk	9
Parking Enforcement.....	16
Property Maintenance.....	20
Street Vendors.....	1
Noise Nuisance.....	3
Bulk.....	13



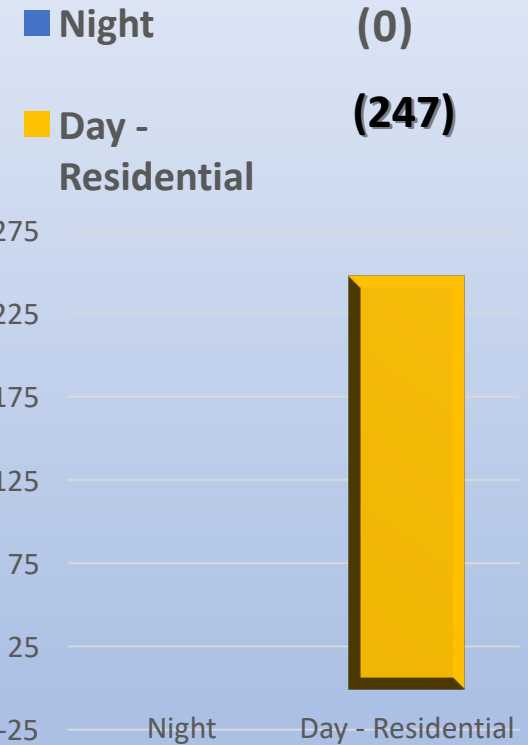
Parking Citations

April - 1,203

* Number of Citations issued differs from number of violations listed

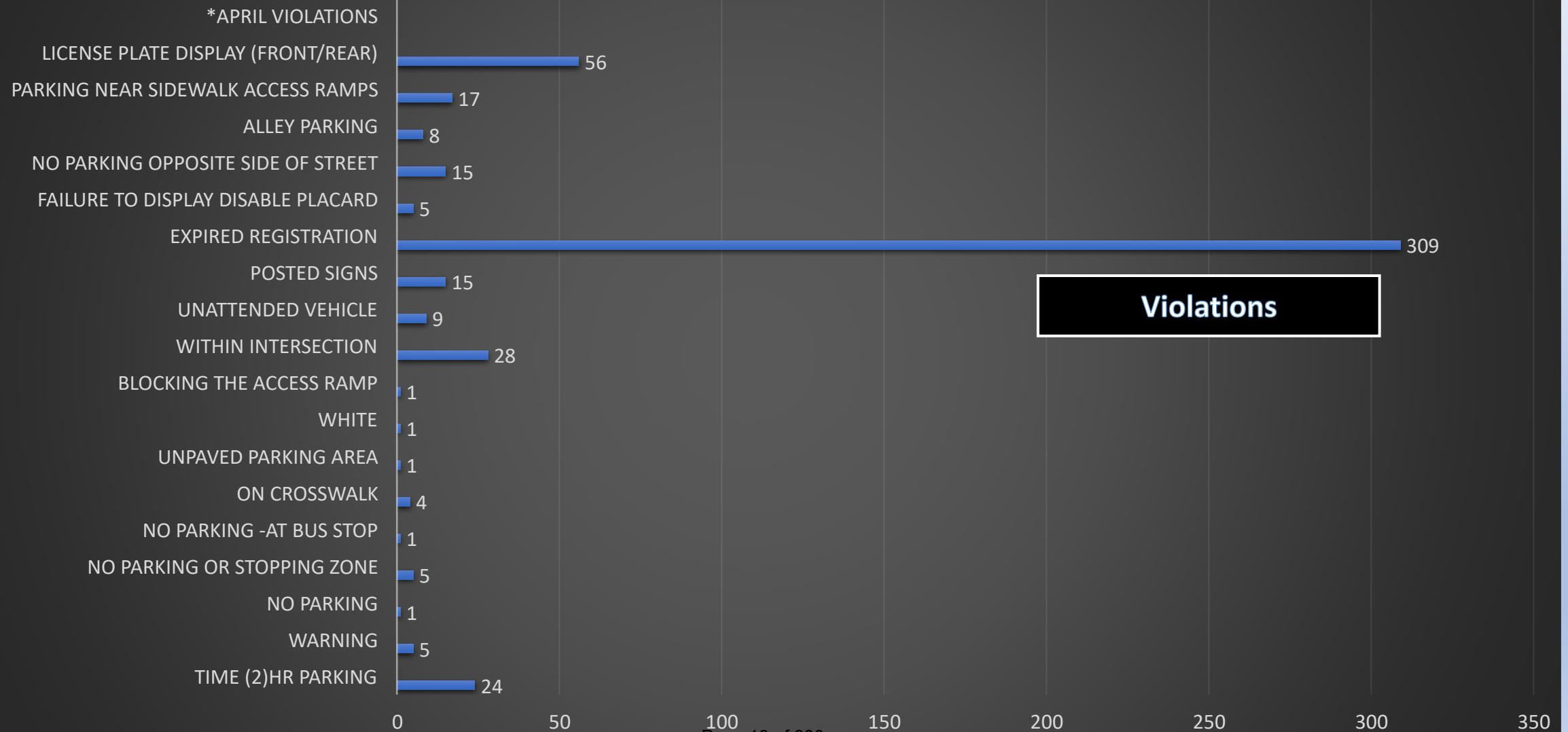


STREET SWEEPING - 247



Parking Citations

April Continued - 1,427



City of South El Monte

Code/Parking Enforcement Report



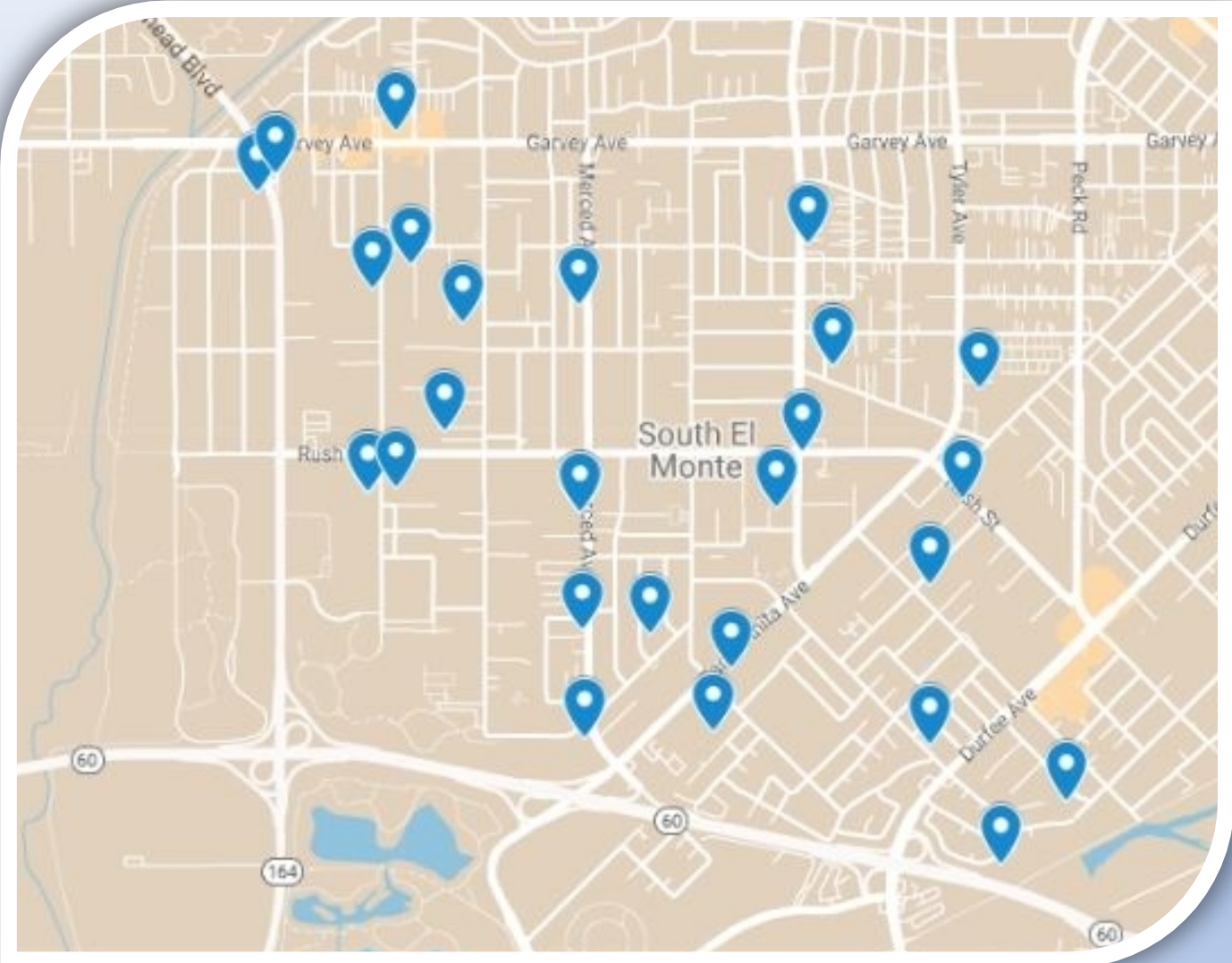
May 2026 Recap

Raul Rodriguez
Code Enforcement / Parking
Enforcement Supervisor

Code Enforcement Cases

May - 118

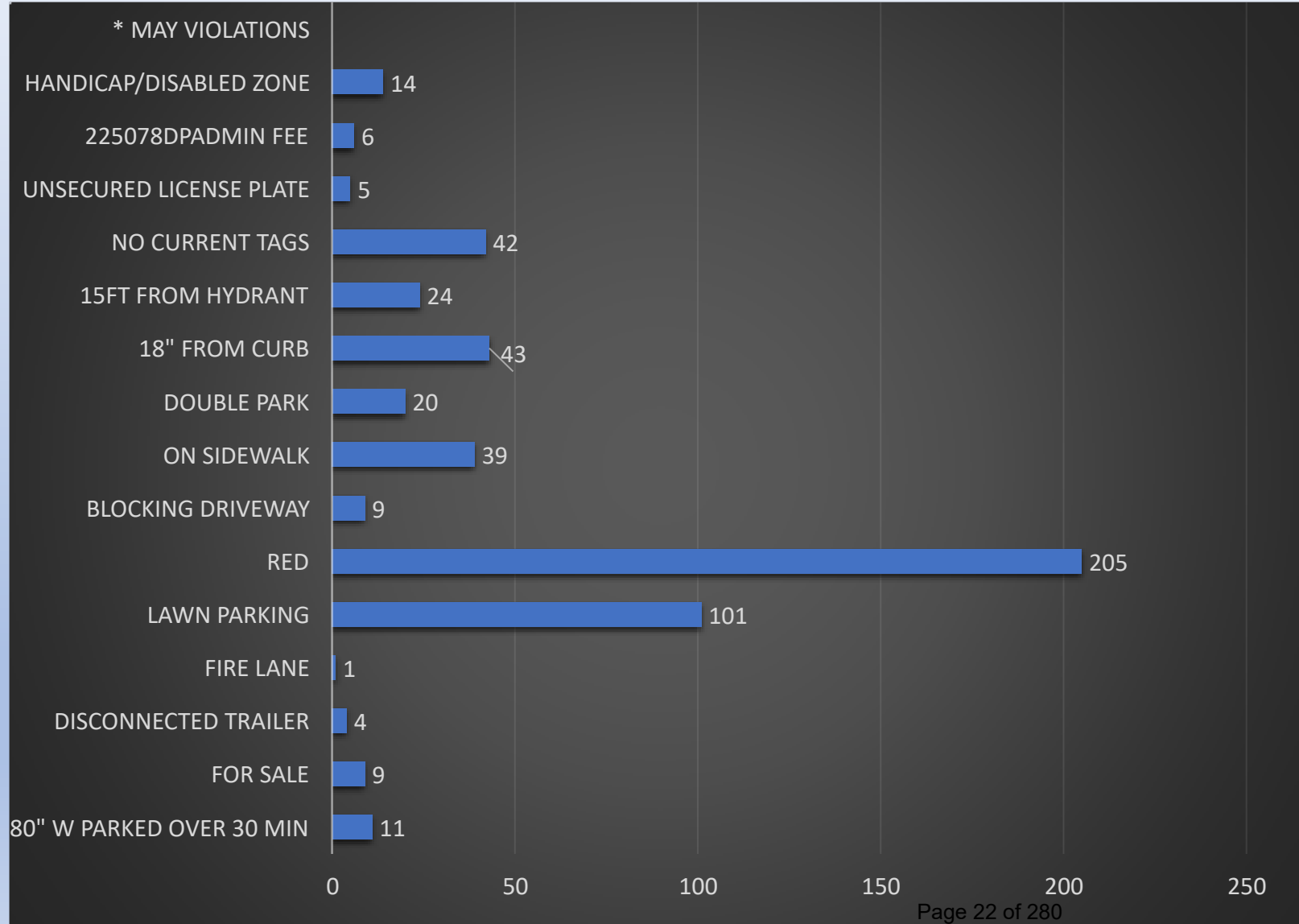
- Building Code..... 17
- Business..... 5
- Graffiti (Private Property)..... 18
- Street Sidewalks and Public Places.....5
- Homeless 9
- Illegal Dumping (Bulk)12
- Parking Enforcement..... 21
- Property Maintenance..... 22
- Street Vendors..... 1
- Bulk..... 9



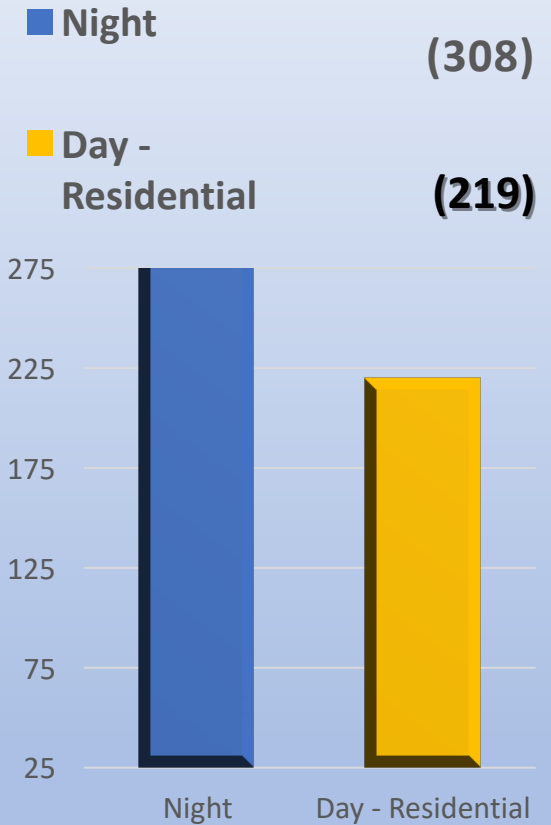
Parking Citations

May - 1,428

* Number of Citations issued differs from number of violations listed

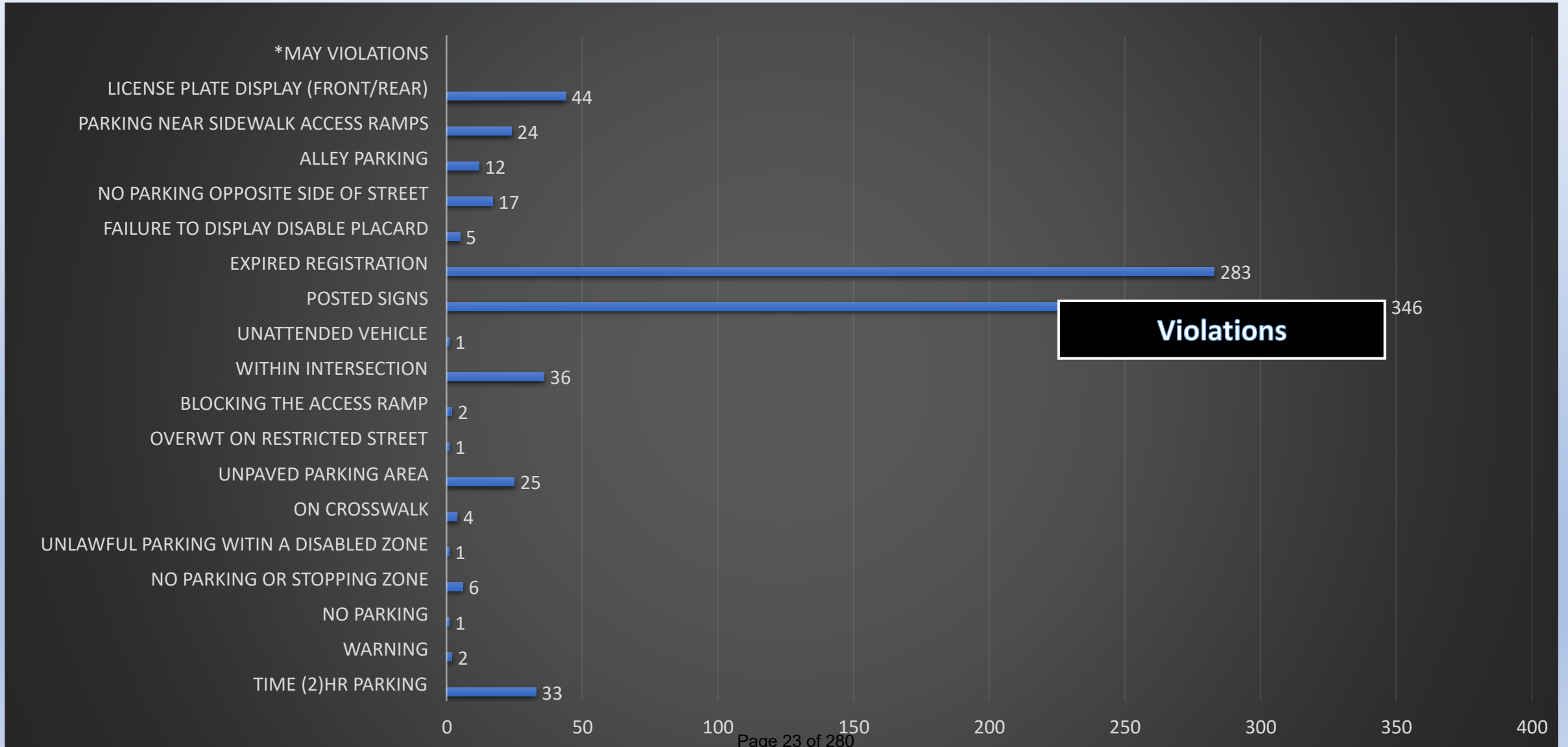


STREET SWEEPING



Parking Citations

May Continued - 1,597





City Council Agenda Report Agenda Item No. 7.a.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES OF APRIL 21, 2026, THE REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 21, 2026, AND THE REGULAR CITY COUNCIL MEETING MINUTES OF MAY 5, 2026

SUMMARY: Staff is requesting approval of Minutes for the April 21, 2026, Special City Council Meeting, the April 21, 2026, Regular City Council Meeting, and the May 5, 2026, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the April 21, 2026, Special City Council Meeting, the April 21, 2026, Regular City Council Meeting, and the May 5, 2026, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: Per the South El Monte Municipal Code, the minutes provided are Action Minutes and require review and approval by the City Council before becoming part of the official record.

SEMMC § 2.04.140: Minutes.

The city clerk shall be required to make a record only of such business as was actually passed upon by a vote of the council, and shall not be required to make a verbatim transcript of the proceedings. A record shall be made of the names and addresses of the persons addressing the council, the title of the subject matter to which their remarks related and whether they spoke in support of or in opposition to such matter. The city clerk shall maintain a record in reproducible form of all noticed public hearings. As soon as possible after each council meeting, the city clerk shall cause a copy of the minutes thereof to be forwarded to each councilmember and the city administrator.

Additionally, the City Clerk's Office makes video recordings of all City Council meetings from 2020 to the present available on the City's website, providing the public with an

opportunity to review discussions and proceedings beyond the information required to be included in the official meeting records under the Municipal Code § 2.04.140.

ATTACHMENT(S):

- A. DRAFT 04-21-26 Spec CC, Reg CC Minutes
- B. DRAFT 05-05-26 Reg CC Minutes

**CITY OF SOUTH EL MONTE
SPECIAL CITY COUNCIL MEETING AND
REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETING MINUTES**

Tuesday, April 21, 2026 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos simultaneously called the Special City Council Meeting and the Regular City Council and Successor Agency Meeting to order at 6:01 P.M.

1. ROLL CALL

PRESENT: Councilmember/Board Member(s): Acosta, Delgado, Mayor Pro Tem/Vice Chair Bojorquez, and Mayor/Chair Olmos

ABSENT: Councilmember/Board Member(s): Rodriguez

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, City Attorney; Adrian Garcia, City Clerk; Gerardo Marquez, Director of Community Development and Public Works; David De Vries, Director of Economic Development; and Sabrina Muhne, Deputy City Clerk.

Zoom was provided for the public to participate during Public Comment via teleconference.

2. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Bojorquez led the Pledge of Allegiance.

3. INVOCATION – Robert Yrigoyen, Parish Council President, Epiphany Catholic Church, offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented Certificates of Recognition and Scholarships to the 2025 Harvard Day Essay Contest Winners.

4.b. Mayor and City Council presented a proclamation for California 175 & America 250 in honor of the 175 Years of California's Statehood and the 250th Anniversary of the signing of the Declaration of Independence.

At 6:18 p.m., Councilmember Delgado requested a recess.

At 6:20 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

4.c. Denae Amaya, Director of Government Affairs, Athens Services, provided an update on Senate Bill 1383 Compliance and presented proposed franchise agreement changes by Athens Services.

PRESENTATIONS (CONTINUED)

- 4.d. David De Vries, Director of Economic Development, provided an overview of the Arts District April 9th Open House.
- 4.e. Deputy Ayers presented the Sheriff's Department Report for the month of March 2026.
- 4.f. Code Enforcement Rodriguez presented the Code Enforcement and Parking Enforcement Report for the month of March 2026.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

Councilmember Acosta requested to pull Consent Calendar Item 7.d. for discussion.

Councilmember Delgado recognized Steven Ly, Councilmember, City of Rosemead, who was in attendance

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the agenda as amended. Motion passed 4-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Rodriguez

6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

- 1. Robert Yrigoyen, resident, expressed concerns on Agenda Item 7.d., Agenda Item 4.c., and on murals in the Arts District.
- 2. Steven Ly, Councilmember, City of Rosemead, spoke on Agenda Item 10.a., and expressed support for Agenda Item 13.a.
- 3. Eduardo Saucedo spoke on the Goals for Life program with Ricky Ellis, the passing of his neighbor Hortencia Barrera and his mother Rosario Almeida Saucedo, expressed thanks for using the Senior Center for his mother's Celebration of Life, and spoke on existing lawsuits in the City.
- 4. John Ventura, resident, expressed concerns on Agenda Items 7.c., and 7.d.
- 5. Patricia Saucedo, resident, expressed concerns on Agenda Item 13.b., the Special Agenda Meeting and Regular Agenda Meeting occurring at the same time, and Agenda Item 7.d.

PUBLIC COMMENT (CONTINUED)

Chris Knight, CEO, El Monte/South El Monte Chamber of Commerce, approached the podium and requested to yield her time to John Ventura, which was denied due to the rules listed on the agenda.

6. Kimberly Valencia, resident, expressed concerns on Agenda Item 7.d.
7. Amanda Rodarte-Contreras, Library Manager, South El Monte Library, shared National Library Week, and upcoming library programs.
8. Danny Olmos, resident, recognized Sheriff Manuel Acosta, Jr., and expressed concerns on the Arts District, cannabis, massage parlors, and psychic readers.

There being no further public comments, Mayor Olmos closed Public Comment.

7. CONSENT CALENDAR – CITY COUNCIL

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to approve the Consent Calendar as amended, for the City Council Meeting. Motion passed 4-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Rodriguez

- 7.a. Approved the Minutes for the March 17, 2026, Regular City Council Meeting.
- 7.b. Adopted Resolution No. 26-026, authorizing payment of City expenditures for the period of April 2, 2026, through April 15, 2026, totaling \$1,629,087.68.
- 7.c. Approved a Request for Proposals (RFP) for professional services for the Pavement Management Program (PMP) 2026 Update and authorized staff to solicit proposals.

Consent Calendar Item 7.d. was heard at this time.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-027, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION FOR THE FY 25-26 PAVEMENT REHABILITATION PROJECT, CITY PROJECT NO. 644

Discussion topics included clarification on typos and the final cost, the project schedule, paving on Allgeyer Street, the contingency budget, common practice, the Pavement Management Program (PMP), the project completion timeline, and questions were directed to the City Manager on project decisions.

CONSENT CALENDAR (CONTINUED)

Councilmember Acosta called for an independent investigator to confirm that Allgeyer Street was chosen for repaving only because the equipment was on the corner, and to find out why some of the surrounding streets were not paved.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to accept the completion for the FY 25-26 Pavement Rehabilitation Project, City Project No. 644, to authorize the City Clerk to record the Notice of Completion and to release retention accordingly. Motion passed 4-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Rodriguez

8. CONSENT CALENDAR – SUCCESSOR AGENCY

Motion by Board Member Delgado, seconded by Vice Chair Bojorquez, to approve the Consent Calendar for the Successor Agency Meeting. Motion passed 4-0, by the following vote:

AYES: Board Member(s): Acosta, Delgado, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NAYS: Board Member(s): None
ABSENT: Board Member(s): Rodriguez

8.a. Approved the Minutes for the March 17, 2026, Successor Agency Meeting.

9. PUBLIC HEARINGS – None

10. GENERAL BUSINESS

10.a. DISCUSSION ON CREATION OF A SUBCOMMITTEE ON THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' SGV FORWARD PROJECT PROPOSAL ON GARVEY AVENUE

Mayor Olmos announced the item, and Rene Salas, City Manager, provided a report.

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to appoint Mayor Olmos and Mayor Pro Tem Bojorquez to serve as San Gabriel Valley Council of Governments' SGV Forward Project subcommittee members. Motion passed 4-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Rodriguez

At 8:08 p.m., Councilmember Delgado left the chambers.

At 8:11 p.m., Councilmember Delgado returned to the chambers.

11. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta reported he attended the following: a South El Monte Business Workshop Series meeting, the Arts District Open House & Scoping Meeting, Water Education for Latino Leaders (WELL) Watershed Learning Labs Program with Valle Lindo School District, the funerals for former Mayor Blanca Figueroa and resident Rosario Saucedo, and the April Night Market.

Mayor Pro Tem Bojorquez reported he attended the following: a Community Bike Ride, the All-Staff Meeting, and the April Night Market.

Councilmember Delgado reported he attended the following: the April Night Market.

Mayor Olmos reported she attended the following: a Senior Center Baby Shower for Wendy Cayco, a South El Monte Business Workshop Series meeting, Dr. Monica Sanchez' Campaign Kick Off Rally, the funerals for former Mayor Blanca Figueroa and resident Rosario Saucedo, the Senior Center Spring Bingo Social, the Los Angeles County Sanitation District No. 15 Board of Directors Regular Meeting, the San Gabriel Valley Council of Governments (SGVCOG) Governing Board Meetings, the SGVCOG Transportation Committee Meetings, the SGVCOG 2028 Olympic & Paralympic Games Ad Hoc Committee Meetings, the Greater El Monte Community Hospital Board Meeting, and the April Night Market.

12. CORRESPONDENCE – None

13. COUNCILMEMBERS' AGENDA

13.a. COUNCILMEMBER HECTOR DELGADO

Direct staff to look into the feasibility of a new transit route with City of Rosemead, El Monte, and South El Monte. This would target local residents to provide a more localized transit system for our communities.

This item was received and filed.

13.b. COUNCILMEMBER MANUEL ACOSTA

1. Measure CM, approved by voters in November 2022 (53.6% YES), authorized up to three cannabis retail businesses. The City Council subsequently adopted a 1,000-foot buffer zone, allowing four locations. In 2025, the buffer was reduced to 350 feet, increasing potential locations to 104.

Given significant public interest and ongoing community concerns expressed at council meetings, the Council should consider placing a referendum on Measure CM on the November 2026 ballot.

COUNCILMEMBERS' AGENDA (CONTINUED)

Item 13.b.1.

Discussion topics included having the citizens gather signatures to bring this topic back to the ballot, citizens brought it to the ballot the first time and council introduced the competing measure, and misinformation on the topic.

Motion by Councilmember Acosta, seconded by Mayor Olmos, for council to place a repeal initiative for Measure CM on the November 2026 ballot. Motion tied 2-2, by the following vote:

AYES: Councilmember(s): Acosta, and Mayor Olmos
NAYS: Councilmember(s): Delgado, and Mayor Pro Tem Bojorquez
ABSENT: Councilmember(s): Rodriguez

Per SEMMC § 2.04.070, due to a tie vote, this matter was automatically continued to the next Regular City Council Meeting Agenda, to appear under "Unfinished Business."

13.c. MAYOR GLORIA OLMOS

1. Follow up on previous request regarding misuse of City property and City services for Campaign or Electioneering by current Councilman on his videos.

Susie A. Altamirano, City Attorney, requested clarification on identifying the City property, and permissible and non-permissible use of public property for campaign videos.

This item was received and filed.

2. Follow up re-requesting proper financials from ERA or for them to refund the City of \$55,000. That was gifted to them.

Motion by Councilmember Acosta, seconded by Mayor Olmos, to hire an independent financial auditor to investigate the Emergency Resource Association.

Substitute Motion by Councilmember Mayor Pro Tem Bojorquez, seconded by Councilmember Delgado, to continue the item for the City Manager to specifically request financials with a deadline to respond, and to have the City Attorney investigate if the cost of the audit is worth it. Motion tied 2-2, by the following vote:

AYES: Councilmember(s): Delgado, and Mayor Pro Tem Bojorquez
NAYS: Councilmember(s): Acosta, and Mayor Olmos
ABSENT: Councilmember(s): Rodriguez

COUNCILMEMBERS' AGENDA (CONTINUED)

Item 13.c.2.

Main Motion tied 2-2, by the following vote:

AYES:	Councilmember(s):	Acosta, and Mayor Olmos
NAYS:	Councilmember(s):	Delgado, and Mayor Pro Tem Bojorquez
ABSENT:	Councilmember(s):	Rodriguez

Per SEMMC § 2.04.070, due to a tie vote, this matter was automatically continued to the next Regular City Council Meeting Agenda, to appear under "Unfinished Business."

14. CLOSED SESSION – REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETING

At 9:09 p.m., Mayor and City Council recessed into Closed Session for the Regular City Council Meeting.

14.a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION,
Pursuant to California Government Code Sections 54956.9(d)(2) and 54956.9(e)(1): one matter.

14.b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code Section 54956.8)
Property: APN 8119-005-911

At 9:54 p.m., Mayor Olmos reconvened the meeting with all councilmembers present.

Susie A. Altamirano, City Attorney, announced City Council discussed Items 4.a. and 14.b., reports were provided, feedback was given, no reportable action.

5. CLOSED SESSION – SPECIAL CITY COUNCIL MEETING

At 9:55 p.m., Mayor and City Council recessed into Closed Session for the Special City Council Meeting and, by consensus, extended the meetings past 10:00 p.m.

5.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
Pursuant to Government Code Sections 54956.9(d)(1):
Name of case: Gloria Olmos v. City of South El Monte, et al. Case Number:
2:26-cv-03344

At 10:02 p.m., Mayor Olmos reconvened the meetings with all councilmembers present.

Susie A. Altamirano, City Attorney, announced City Council discussed Item 5.a., report was provided, feedback was given, no reportable action.

15. ADJOURNMENT

There being no further business coming before this body, at 10:03 p.m., Mayor Olmos adjourned the Special Meeting and the Regular City Council & Successor Agency Meeting to a Regular City Council Meeting on Tuesday, May 5, 2026, at 6:00 p.m.

Minutes prepared by Sabrina A. Muhne, Deputy City Clerk.

Adrian Garcia, MMC, City Clerk

Gloria Olmos, Mayor

DRAFT

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, May 5, 2026 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:01 P.M.

1. ROLL CALL

PRESENT: Councilmember(s): Acosta, Delgado, Rodriguez, Mayor Pro Tem/Vice Chair Bojorquez, and Mayor/Chair Olmos

ABSENT: Councilmember(s): None

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, City Attorney; Adrian Garcia, City Clerk; Gerardo Marquez, Director of Community Development and Public Works; David De Vries, Director of Economic Development; Sabrina Muhne, Deputy City Clerk; Tiffany Ho, Community Development Manager; and Charlize Hernandez, Assistant Planner.

Zoom was provided for the public to participate during Public Comment via teleconference.

2. PLEDGE OF ALLEGIANCE – Councilmember Delgado led the Pledge of Allegiance.

3. INVOCATION – Pastor Benjamin Garrett, Faith Dominion Church, offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented a Certificate of Recognition and a gift box to Terry Talley for his 40 years of service to the United States Postal Service.

4.b. Loren Messeri, Senior Vice President of Development, Meta Housing, Paul Murawski, Project Manager, Y&M Architects, and Alvaro Gonzalez, Senior Project Manager, Meta Housing, provided a presentation on the Garvey Apartments project.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

Susie A. Altamirano, City Attorney, announced that it is recommended that Closed Session Item 13.a. be heard after Public Comment.

Councilmember Acosta requested to move Councilmembers' Agenda Item 12.b.1 to be heard before approval of the Consent Calendar.

APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES (CONTINUED)

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to approve the agenda as amended. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

1. Robert Yrigoyen, resident, expressed support for Agenda Item 12.b.1., spoke on Agenda Item 7.b., and Agenda Item 9.b.
2. Richard Burns, representative, Western States Regional Council of Carpenters, expressed concerns on Agenda Item 12.a.
3. Emily Lares, resident, opposed Agenda Item 8.d., and expressed support for Agenda Item 12.b.1.
4. Eduardo Saucedo thanked Terry Talley for his service to the Postal Service, spoke on Agenda Item 4.b., expressed concerns on Agenda Item 12.b.1., and spoke on campaign activities.
5. John Ventura, resident, spoke on the Allgeyer Street paving project, a restraining order, and on recalling councilmembers.
6. Raul Pardo, resident, spoke on public comments, expressed concerns on Agenda Item 9.c., the In-n-Out pylon sign, Agenda Item 8.a., spoke on recalling councilmembers, and expressed concerns on Agenda Item 8.d.
7. Amanda Contreras, Library Manager, South El Monte Library, shared a limited-edition library card inspired by the FIFA World Cup 2026, and upcoming library programs.
8. Jasmine, resident, expressed concerns on Agenda Item 8.a.
9. Carmen Peña, resident, expressed concerns on Agenda Item 8.a.
10. Ramon Alamillo, resident, spoke on Lexington-Gallatin Street having overgrown weeds that are a brushfire hazard, illegal dumping happening on the street, and vector control problems in the area.
11. Priscilla, resident, expressed support for Agenda Item 12.b.1.

PUBLIC COMMENT (CONTINUED)

12. Danny Olmos, resident, expressed concerns on Agenda Item 9.c., support for Agenda Item 12.b.1., and concerns on Agenda Item 8.b.
13. Greg Villegas, resident, expressed concerns on Agenda Item 8.a., and requested changes to the entrance of the proposed facility.
14. Jonathan Aceves, resident, expressed concerns on Agenda Item 8.a.
15. Marisa Peña, resident, expressed concerns on Agenda Item 8.a.
16. Pedro Peña, resident, expressed concerns on Agenda Item 8.a.

There being no further public comments, Mayor Olmos closed Public Comment.

Closed Session Item 13.a. was heard at this time.

At 7:43 p.m., Mayor and City Council recessed into Closed Session.

13.a. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – Conference with Labor Negotiator

City Designated Representative: Susie Altamirano, City Attorney
Unrepresented Employee: City Manager

At 7:53 p.m., Mayor Olmos reconvened the meeting with all councilmembers present.

Susie A. Altamirano, City Attorney, announced City Council discussed Item 13.a., a report was provided, feedback was given, reportable action will be made under Agenda Item 9.c.

Councilmembers' Agenda Item 12.b.1. was heard at this time.

12.b. COUNCILMEMBER MANUEL ACOSTA

1. CONTINUED FROM THE APRIL 21, 2026, REGULAR CITY COUNCIL MEETING: Referendum on South El Monte Measure CM

Discussion/Action: South El Monte Measure CM was on the ballot in November 2022, allowing up to three marijuana (cannabis) retail businesses. The measure received 1,336 YES votes (53.6%) and 1,156 NO votes (46.4%). Soon after, the city council approved a 1,000 foot buffer zone to protect our most vulnerable residents. The 1,000 foot buffer zone allowed four (4) potential locations for marijuana (cannabis) businesses to operate in the city of South El Monte. Since then, and after much discussion, the majority of the city council approved a jurisdictional boundary of 350 feet, which increased the number of potential marijuana (cannabis) locations in South El Monte to one-hundred four (104).

COUNCILMEMBER MANUEL ACOSTA (CONTINUED)

Item 12.b.1.

It is apparent, from the hundreds of comments given during the Public Comment session of the city council meetings from residents and concerned citizens over the last year, the topic of marijuana dispensaries and related businesses in South El Monte is of high interest and concern. Therefore, the council should consider the concerns wishes of it's South El Monte residents and place a ballot initiative to repeal and revoke Measure CM in November's 2026 election

Discussion topics included the differences between Measure X and Measure CM on the ballot, voter-initiated versus council-initiated measures, recreational versus medical marijuana, council placing the countermeasure on the ballot against the resident-initiated measure, vocal public comments, supporting voters, the Measure X signature gathering methods, Measure CM as a safeguard against Measure X, voter turnout, the democratic process, listening to the residents, the boundary changes, cannabis federal changes,

Motion by Mayor Olmos, seconded by Councilmember Acosta, to place measure to repeal and revoke Measure CM. Motion failed 2-3, by the following vote:

AYES: Councilmember(s): Acosta, and Mayor Olmos

NAYS: Councilmember(s): Delgado, Rodriguez, and Mayor Pro Tem Bojorquez

ABSENT: Councilmember(s): None

7. CONSENT CALENDAR

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to approve the Consent Calendar. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): None

7.a. Approved the Minutes for the April 7, 2026, Regular City Council Meeting.

7.b. Adopted Resolution No. 26-028, authorizing payment of City expenditures for the period of April 16, 2026, through April 29, 2026, totaling \$739,686.58.

7.c. Adopted Resolution No. 26-029, approving Amendment No. 2 to Subaward Agreement ENP252608 between the City of South El Monte and County of Los Angeles for the Elderly Nutrition Program Services, and authorized the City Manager or designee to execute the agreement.

7.d. Approved cancellation of the Regular City Council Meeting of May 19, 2026.

CONSENT CALENDAR (CONTINUED)

- 7.e. Approved the Request for Proposals (RFP) for comprehensive managed information technology services and authorized staff to solicit proposals.
- 7.f. Adopted Resolution No. 26-030, authorizing the sale of three obsolete City vehicles and two equipment units, and directed the City Manager to retain an auction company to sell the three obsolete vehicles and two equipment units.

8. PUBLIC HEARINGS

- 8.a. **CONSIDERATION OF RESOLUTION NO. 26-031 CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2024070062) FOR THE PROJECT LOCATED AT 825 LEXINGTON-GALLATIN ROAD, AND ADOPTING GENERAL PLAN AMENDMENT NO. 23-03 TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL-MANUFACTURING; ORDINANCE NO. 1290 TO APPROVE ZONE CHANGE ZC 23-01; ORDINANCE NO. 1291 TO CONSIDER A DEVELOPMENT AGREEMENT DA26-01 BETWEEN THE CITY OF SOUTH EL MONTE AND MAGELLAN VALUE PARTNERS, IN RELATION TO CONDITIONAL USE PERMIT CUP 23-07 AND TENTATIVE PARCEL MAP TPM 23-01.**

Mayor Olmos announced the item, and Gerardo Marquez, Director of Community Development and Public Works, provided a presentation.

Susie A. Altamirano, City Attorney, announced a modification to the development agreement that has been provided to council and copies are available in the City Clerk's Office. The modification reads as follows, "the development agreement for a City revenue share of six percent gross after commission instead of net profit."

Dana Privitt, AICP, Kimley-Horn and Associates, Inc., provided a presentation on the Environmental Impact Report.

Olivia Chan, Environmental Consultant/Air Quality and Noise Analyst, Kimley-Horn and Associates, Inc., provided a presentation on the project's Greenhouse Gas impacts.

Mehul Champaneri, Project Manager, Kimley-Horn and Associates, Inc., provided a presentation on the traffic studies.

Mayor Olmos opened the Public Hearing.

- 1. Christopher Gray, former resident and LiUna! Laborers' Local 300 member, spoke about his experience with the union.
- 2. German Iniguez, representative, Western States Regional Council of Carpenters, expressed support for the project.

PUBLIC HEARINGS (CONTINUED)

Item 8.a.

3. David Moore, LiUna! member, expressed support for the project.
4. Jose Garcia, LiUna! member, spoke about the union's contributions to the community and expressed support for the project.
5. Jasmine, resident, expressed concerns on the project.
6. Kimberly Valencia, resident, expressed support for unions, and spoke on supporting councilmembers' personal interests.
7. Raul Pardo, resident, expressed concerns on the project.

There being no further public comments, Mayor Olmos closed the Public Hearing.

Discussion topics included the residents' concerns of community outreach, CEQA levels, traffic control, ingress/egress, alternative truck routes, idling trucks, and greenhouse gas effects, continuing the item, the potential effects/impacts of a warehouse on the environment, the long-term viability of warehouses with the advancement of AI, and uncertainty on the future tenant and their operations.

At 10:00 p.m., by consensus, Mayor and City Council extended the meeting.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to continue the public hearing to June 2, 2026. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): None

8.b. **CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1292 AFFIRMING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE ON MASSAGE BUSINESSES FROM THE JURISDICTIONAL BOUNDARIES OF 350 FEET AND A 1,000 FOOT BUFFER DISTANCE FROM ALL SENSITIVE USES**

Mayor Olmos announced the item, and Tiffany Ho, Community Development Manager, provided a presentation.

Discussion topics included buffer zone issues on this topic dating back to prior years in the Planning Commission, matching the buffer zones for this ordinance to the same buffer zones as the cannabis ordinance, options to ban massage businesses entirely, and continuing the item to see a new map with a 1,000-foot distance from other massage businesses.

PUBLIC HEARINGS (CONTINUED)

Item 8.b.

Mayor Olmos opened the Public Hearing.

1. Raul Pardo, resident, spoke on putting conditions on massage businesses.

There being no further public comments, Mayor Olmos closed the Public Hearing.

Motion by Councilmember Rodriguez, seconded by Councilmember Delgado, to continue the item to continue the public hearing to June 2, 2026. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): None

8.c. CONSIDERATION OF ORDINANCE NO. 1293 TO CONSIDER A ZONE TEXT AMENDMENT (NO. 26-01), TO AMEND CHAPTER 17.12 "ACCESSORY DWELLING UNITS", TO COMPLY WITH NEW REQUIREMENTS SET FORTH BY THE STATE OF CALIFORNIA.

Mayor Olmos announced the item, and Charlize Hernandez, Assistant Planner, provided a presentation.

Discussion topics included clarification on whether the City would lose local control, a statement by Councilmember Delgado regarding the State's trying to address housing issues has turned into a neighborhood rental business and "that "the State is completely taking the ability to preserve a lot of our single-family neighborhoods here," ADU issues across the State, if the City is mandated to accept, not losing housing rehab funds, and the Attorney General's Office enforcement against Cities that have not complied.

At 10:32 p.m., Mayor Olmos called for a recess.

At 10:40 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

Mayor Olmos opened the Public Hearing.

1. Raul Pardo, resident, spoke on the ADU issues in the City, and conditions by the State.

There being no further public comments, Mayor Olmos closed the Public Hearing.

PUBLIC HEARINGS (CONTINUED)

Item 8.c.

Motion by Councilmember Delgado, seconded by Councilmember Rodriguez, waive full reading and introduce Ordinance No. 1293, approving Zone Text Amendment No. 26-01 to amend and replace South El Monte Municipal Code (“SEMMC”) Chapter 17.12 “Accessory Dwelling Units” to bring the SEMMC into conformity with the newly amended State law. Motion passed 3-2, by the following vote:

AYES: Councilmember(s): Delgado, Rodriguez, and Mayor Pro Tem Bojorquez
NAYS: Councilmember(s): Acosta, and Mayor Olmos
ABSENT: Councilmember(s): None

Councilmembers’ Agenda Item 12.a. was heard at this time.

12.a. MAYOR PRO TEM RUDY BOJORQUEZ

1. Discussion/action to implement a moratorium or ban on data centers in the city of South El Monte

Mayor Pro Tem Bojorquez requested to table his item and take no discussion.

PUBLIC HEARINGS (CONTINUED)

8.d. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1294, AMENDING SECTION 5.24.180 OF CHAPTER 5.24 OF TITLE 5 IMPOSING A 500-FOOT NON-SOLICITATION BUFFER AROUND K-12 SCHOOLS IN THE CITY

Mayor Olmos announced the item, and Chelsey Ballot, Associate, Olivarez Madruga Law Organization LLP, provided a presentation.

Councilmember Rodriguez requested a correction to Section 4.K. to clarify 30 minutes before school begins and 30 minutes after school ends.

Discussion topics included the purpose of this item, the issue being an effect on public safety, ticketing versus arrest, and individuals who are campaigning in the middle of the street.

Mayor Olmos opened the Public Hearing.

1. John Ventura, resident, expressed concerns on this item.
2. Raul Pardo, resident, opposed the item.

There being no further public comments, Mayor Olmos closed the Public Hearing.

PUBLIC HEARINGS (CONTINUED)

Item 8.d.

Motion by Councilmember Rodriguez, seconded by Councilmember Delgado, to find that Ordinance No. 1294 is a constitutionally permissible and necessary time, place, and manner regulation, and waive full reading and introduce Ordinance No. 1294 by title only. Motion passed 3-2, by the following vote:

AYES: Councilmember(s): Delgado, Rodriguez, and Mayor Pro Tem Bojorquez

NAYS: Councilmember(s): Acosta, and Mayor Olmos

ABSENT: Councilmember(s): None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF THE BUSINESS MURAL INCENTIVE PROGRAM

Mayor Olmos announced the item, and David De Vries, Director of Economic Development, provided a presentation.

Staff was directed to find the artists who are part of training programs and are willing to participate for free, rather than using program funds.

By consensus, this item was continued to a future meeting.

9.b. CONSIDERATION OF RESOLUTION NO. 26-033, APPROVING AGREEMENT WITH DAWSON & ASSOCIATES FOR CONSULTING SERVICES FOR INTERGOVERNMENTAL COORDINATION (IGC)

Mayor Olmos announced the item, and David De Vries, Director of Economic Development, provided a report.

Discussion topics included opening this item up to the RFP process, the consultant's premier intergovernmental experience, clarification on what service the consultants are providing, and checking with Kosmont or CJPIA if they are still on contract and offer the services.

Motion by Councilmember Delgado, seconded by Councilmember Rodriguez, to adopt Resolution No. 26-033, approving a professional services agreement with Dawson & Associates for Intergovernmental Coordination Services in an amount not to exceed \$117,000 for an initial term of one hundred and eighty (180) days. Motion passed 3-2, by the following vote:

AYES: Councilmember(s): Delgado, Rodriguez, and Mayor Pro Tem Bojorquez

NAYS: Councilmember(s): Acosta, and Mayor Olmos

ABSENT: Councilmember(s): None

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION 26-034, APPROVING THE SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT WITH RENE SALAS

Mayor Olmos announced the item, and Susie A. Altamirano, City Attorney, provided a report.

Susie A. Altamirano, City Attorney, announced the salient terms as follows: the compensation base salary shall be \$22,400 per month, equal to \$268,800, the annual salary. The term will be for seven years from May 5th, 2026, until May 5th, 2033. The additional proposed amendments to the Second Amendment include a termination by the City without cause, the City shall not terminate Mr. Salas without cause during or within any six-month period immediately following the General Municipal Election held in the City of South El Monte, the City may terminate without Mr. Salas without cause upon affirmative vote of at least four-fifths of the full membership of the council. Severance pay for termination without cause, the City shall pay Mr. Salas an amount equal to 12 months of his monthly base salary, minus any applicable deductions regarding deferred compensation. The City shall contribute \$500 per month into a qualified 457 plan, and Mr. Salas will receive post-employment medical, vision, and dental benefits, subject to investment conditions and restrictions.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to adopt Resolution 26-034, approving the Second Amendment to the City Manager Employment Agreement with Rene Salas, and to authorize the Mayor to execute the City Manager Employment Agreement. Motion passed 3-2, by the following vote:

AYES: Councilmember(s): Delgado, Rodriguez, and Mayor Pro Tem Bojorquez
NAYS: Councilmember(s): Acosta, and Mayor Olmos
ABSENT: Councilmember(s): None

Rene Salas, City Manager, expressed thanks for the confidence in what has been accomplished so far and in upcoming projects.

9.d. SOUTH EL MONTE COMMUNITY FOUNDATION UPDATE AND CONSIDERATION TO OPEN THE APPLICATION PERIOD FOR APPOINTMENTS TO THE BOARD OF DIRECTORS

Mayor Olmos announced the item, and Susie A. Altamirano, City Attorney, provided a report.

The application period will open for a period of three weeks, seeking five board members to serve on tiered appointments.

This item was received and filed.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta reported he attended the following: the State of the City, the WELL Watershed Learning Labs Program with Valle Linda School District, the Sheriff's Team Meet & Greet, and the Starlite Drive-In Sign Ribbon Cutting event.

Mayor Pro Tem Bojorquez reported he attended the following: the Sheriff's Team Meet & Greet, a food distribution event with Supervisor Hilda Solis in El Monte, a Community Bike Ride, the Senior Center Cinco De Mayo Luncheon, and performances at New Temple Elementary School.

Councilmember Delgado reported he attended the following: the State of the City, the Sheriff's Team Meet & Greet, and the Foothill Transit Executive Board Meeting.

Councilmember Rodriguez announced he had nothing to report.

Mayor Olmos reported she attended the following: the Los Angeles County Sanitation District No. 15 Board of Directors Regular Meeting, the New Temple Park Rehabilitation Project Subcommittee Meeting, the Senior Center appreciation dinner, the State of the City, the Spring Into Action Luncheon, the Staff Development and Team Building Event, a San Gabriel Valley Council of Governments Ad Hoc Subcommittee, the San Gabriel Valley Council of Governments SB 79 Ad Hoc Committee, the Sheriff's Team Meet & Greet, the Starlite Drive-In Sign Ribbon Cutting event, the Senior Center Cinco De Mayo Luncheon, and Cinco De Mayo at New Temple Elementary School.

11. CORRESPONDENCE

11.a. THE SOUTH EL MONTE HIGH SCHOOL TEAM BCS THEORY AND COACH MICHAEL LEGASPE IS REQUESTING A DONATION OF \$2000 FOR THEIR PARTICIPATION AT THE 2026 INTERNATIONAL SEAPEARCH COMPETITION.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the item. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR PRO TEM RUDY BOJORQUEZ

1. *This item was heard after Agenda Item 8.c.*

12.b. COUNCILMEMBER MANUEL ACOSTA

1. *This item was heard before approval of the Consent Calendar.*

COUNCILMEMBERS' AGENDA (CONTINUED)

Item 12.b.

2. City Manager's Decision to Approve Unscheduled, Unapproved Projects Discussion/Action: The city council approved a construction contract for the FY25-26 Pavement Rehabilitation Project (City Project No. 644) on September 2, 2025. The contract and the Construction Notice, issued on November 24, 2025, identifies those specific streets, including the date and time they were to be repaved. The re-pavement project was scheduled and completed between December 1 thru December 9, 2025. Allgeyer Street was not on the schedule, however, it was re-paved on December 9, 2025. The re-pavement of Allgeyer Street was approved by the city manager, and paid for with the construction contingency budget. Since Allgeyer street was not in the scope of the contractual budget or the Construction Notice, how was the decision made to solely re-pave Allgeyer Street, and not any other streets in dire need of re-paving and in the surrounding area?

Councilmember Acosta requested an investigation to get some of these questions answered.

Susie A. Altamirano, City Attorney, responded that this item will come back to be considered in Closed Session.

12.c. MAYOR GLORIA OLMOS

1. **CONTINUED FROM THE APRIL 21, 2026, REGULAR CITY COUNCIL MEETING:** Follow-up re-requesting proper financials from ERA or for them to refund the City of \$55, 000. That was gifted to them.

Mayor Olmos summarized her item that the latest letter received from ERA was more of a description of costs rather than financials, and requested another breakdown.

This item was received and filed.

13. CLOSED SESSION

At 12:01 a.m., Mayor and City Council recessed into Closed Session.

13.a. *This item was heard after Public Comment.*

13.b. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to California Government Code Sections 54956.9(d)(2) and 54969(e)(1): one matter.

CLOSED SESSION (CONTINUED)

- 13.c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS** (Pursuant to Government Code Section 54956.8)
Property: APN 8119-005-911
Agency negotiator: Rene Salas, City Manager
Negotiating parties: U.S. Army Corps of Engineers
Under negotiation: Price and terms of payment as it relates to interests in real property
- 13.d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Pursuant to California Government Code Section 54956.9(d)(1))
Name of case: Gloria Olmos v. City of South El Monte, et al. Case Number: 2:26-cv-03344
- 13.e. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Pursuant to California Government Code Sections 54956.9(d)(2) and 54969(e)(1): one matter.

At 12:37 a.m., Mayor Olmos reconvened the meeting with all councilmembers present.

Susie A. Altamirano, City Attorney, announced City Council discussed Items 13.b. through 13.e., reports were provided, feedback was given, no reportable action.

14. ADJOURNMENT

There being no further business coming before this body, at 12:37 a.m., Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, June 2, 2026, at 6:00 p.m.

Minutes prepared by Sabrina A. Muhne, Deputy City Clerk.

Adrian Garcia, MMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report Agenda Item No. 7.b.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-043, APPROVING WARRANTS FOR THE PERIOD OF MAY 28, THROUGH JUNE 10, 2026

SUMMARY: Authorizing payment of City expenditures for the period of May 28, 2026, through June 10, 2026, totaling \$1,737,881.22

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-035, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 26-043
- B. Attachment B

ATTACHMENT A

RESOLUTION NO. 26-043

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF MAY 28, 2026, THROUGH JUNE 10, 2026, TOTALING \$1,737,881.22.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Finance Director hereby certifies to the accuracy of the following demands and the availability of funds for payment thereof.

Finance Director

SECTION 2: That the following claims and demands have been audited as required by law and that the same are hereby allowed in the amount hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 25/26	Electronic Warrants	5/28/26-6/10/26	DFT0003685-3714	\$342,337.92
FY 25/26	Regular Warrants	5/28/26-6/10/26	18656-18739	\$1,176,703.88
Payroll	Direct Deposit	PPE: 6/6/26	13505-13642	\$210,457.46
Payroll	Manual Check	PPE: 6/6/26	2372	\$171.05
Payroll	Check	PPE: 6/6/26	2373-2401	\$8,210.91

TOTAL EXPENDITURES RESOLUTION NO. 26-043 \$1,737,881.22.

PASSED, APPROVED, AND ADOPTED this 16th day of June 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

Attachment: Exhibit A – Expense Report

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-043, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 16th day of June 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register
 City Council Meeting 6/16/26
 Payable Dates 5/28/2026 - 6/10/2026

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1543.5430	3D AND H SIGNS	18656	05/28/2026	WORLD CUP VIEWING BANNERS	7,317.00
01.0150.1530.5430	GLORIA ORTEGA	18657	05/28/2026	Zumba Instructor -Exercise Classes May	320.00
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	18658	05/28/2026	May 2026 Billing Period-Misc	648.00
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	18658	05/28/2026	May- 2026 Billing Period-Admin	1,610.00
01.0170.1710.5520	JESSE LAGOA	18659	05/28/2026	Mural artist and supplies	3,000.00
01.0151.1543.5952	LYNNETTE JUAREZ	18660	05/28/2026	Deputy Day Food	1,200.00
01.0151.1543.5430	MANUEL JESSIE ENRIQUEZ	18661	05/28/2026	WORLD CUP VIEWING MURAL (KRUSE PROP)	12,626.00
01.0150.1530.5430	NORMA RODRIGUEZ ORTIZ	18662	05/28/2026	Folklorico/ Dance Fitness Instructor	385.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	18663	05/28/2026	L. Rodriguez - FTB ID: 111-36576-37	394.26
01.0000.0000.2240	VONS CREDIT UNION	18664	05/28/2026	#81995- May. 2026 Billing period- Association Fees	102.00
01.0100.1050.5938	ERIC FRANCISCO DIAZ	18666	06/04/2026	SPRING26 EDUCATION REIMBURSEMENT	5,219.00
01.0000.0000.2260	METROPOLITAN LIFE INSURANCE COMPANY	18667	06/04/2026	JUNE 2026 DENTAL	6,137.14
01.0100.1020.5910	RENE SALAS	18668	06/04/2026	MAY'26 RSALAS REIMBURSEMENT	283.71
01.0000.0000.2225	STANDARD INSURANCE	18669	06/04/2026	JUNE'26 LIFE INSUR, AD&D LTD AND S.T. DISABILITY	8,309.21
01.0000.0000.2224	STANDARD INSURANCE	18670	06/04/2026	JUNE - SUPPLEMENTAL LIFE AND AD&D	389.06
68.0900.9000.5968	TORO ENTERPRISES, INC	18671	06/04/2026	MAY'26 RETENTION RELEASE #110	74,805.14
01.0130.1330.5406	WCC TECHNOLOGIES GROUP	18672	06/04/2026	INSTALL RHOMBUS INTERCOM AND SD CARDS	5,090.83
01.0151.1545.5210	JOSE GONZALEZ NICHOLAS	18673	06/08/2026	Night Market Band Performance	1,200.00
01.0000.0000.1410	SIGN INDUSTRIES, INC.	18674	06/08/2026	PYLON SIGN 25% DEPOSIT – FABRICATION	131,874.99
01.0000.0000.1410	SIGN INDUSTRIES, INC.	18674	06/08/2026	PYLON SIGN FABRICATION – 25% PROGRESS PAYMENT	131,874.99
01.0170.1020.5956	AIRGAS USA, LLC	18675	06/10/2026	LEATHER GLOVES PPE / CREDIT MEMO - 9600929854	166.80
01.0170.1020.5956	AIRGAS USA, LLC	18675	06/10/2026	SAFEETY GLASSES RETURN	(48.17)
01.0151.1545.5430	ALLIANT INSURANCE SERVICES	18676	06/10/2026	Night Market Event Insurance	463.00
01.0100.1040.5922	ANDRES FERNANDEZ	18677	06/10/2026	4th Of July Giveaway Shirts	3,372.34
01.0151.1544.5430	ANDRES FERNANDEZ	18677	06/10/2026	4th of July Staff Shirts	768.68
01.0170.1770.5525	ANDY TRUONG	18678	06/10/2026	#22 A/C REPAIR	479.41
01.0170.1770.5525	AUTO ACCESSORIES EMERGENCY LIGHT INC	18679	06/10/2026	#32 LED/STROBE LIGHTS INSTALL	548.15
01.0170.1750.5505	AUTOZONE	18680	06/10/2026	TURFCAT / SERVICE PARTS	89.18
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	18681	06/10/2026	APR'26 TRAFFIC SIG ROUTINE	2,225.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	18681	06/10/2026	APR'26 TRAFFIC SIG RESPONSE	380.00
01.0151.1541.5430	BROTHERS AWARDS & TROPHIES	18682	06/10/2026	2026 TBALL LEAGUE TROPHIES	1,502.43

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	18683	06/10/2026	FEB. '26 - BLDG INSPECTOR SVCS.	7,833.29
01.0000.0000.4522	CARLOS TORRES	18684	06/10/2026	CINCO DE MAYO NIGHT MARKET FOOD VENDOR	70.00
37.0670.6720.5540	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC	18685	06/10/2026	SEWAGE SPILL CLEAN UP 1629 ADELIA AVE.	1,562.94
01.0130.1330.5931	COSTAR REALTY INFORMATION, INC	18686	06/10/2026	JUN. '26 - SOFTWARE LICENSE	395.00
01.0130.1330.5931	COSTAR REALTY INFORMATION, INC	18686	06/10/2026	6/1-8/31/26 - SOFTWARE LICENSE	3,043.35
01.0160.1640.5520	COUNTY OF L.A. DEPT PUBLIC HEALTH	18687	06/10/2026	5/11 POOL PERMIT FEES	1,020.00
01.0160.1620.5520	COUNTY OF L.A. DEPT PUBLIC HEALTH	18687	06/10/2026	5/11 SCTR FEEDING SITE PERMIT	361.00
01.0130.1330.5931	COUNTY OF LOS ANGELES (C/O LOS ANGELES REGIOI	18688	06/10/2026	SEM FY25/26-11 - MAY'26 RADIO SVCS	200.00
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	18689	06/10/2026	SCTR ELECTRICAL SUPPLIES	1,692.86
01.0170.1710.5520	DDC ELECTRIC SUPPLY, INC.	18689	06/10/2026	ASTRONOMIC CNTL CHALL	387.61
01.0160.1670.5520	DDC PLUMBING SUPPLY, INC.	18690	06/10/2026	MVD PARK WOMENS RR SINK	149.51
01.0150.1515.5204	DEANN T . PINUELAS	18691	06/10/2026	Patriotic Commission MTG. 5-27-2026	100.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	18692	06/10/2026	Congregate Program	315.26
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	18692	06/10/2026	Home Delivered Program	35.02
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	18692	06/10/2026	Home Delivered Program	32.31
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	18692	06/10/2026	Congregate Program	348.14
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	18692	06/10/2026	Home Delivered Program	38.68
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	18692	06/10/2026	Congregate Program	382.95
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	18692	06/10/2026	Home Delivered Program	42.55
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	18692	06/10/2026	Congregate Program	325.28
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	18692	06/10/2026	Home Delivered Program	36.14
01.0170.1770.5525	EBERHARD EQUIPMENT	18693	06/10/2026	TURFCAT SERVICE PARTS	558.98
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	18694	06/10/2026	5/28 PEST CONTROL CCTR	79.20
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	18694	06/10/2026	2/26 PEST CONTROL CCTR	79.20
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	18694	06/10/2026	5/28 PEST CONTROL CHALL	222.56
01.0160.1640.5520	EWING IRRIGATION	18695	06/10/2026	AQUATICS CENTER IRRIGATION SUPPLIES	53.95
01.0170.1710.5520	EWING IRRIGATION	18695	06/10/2026	MARKING PAINT MEMORIAL DAY	96.26
01.0170.1750.5520	EWING IRRIGATION	18695	06/10/2026	DURFEE MEDIAN BACKFLOW	1,617.37
01.0151.1543.5430	EWING IRRIGATION	18695	06/10/2026	WORLD CUP TURF	4,605.04
68.0900.9000.6020	FOOTHILL COMMUNICATIONS INC	18696	06/10/2026	PUBLIC SAFETY RADIO EQUIP. PO#00228	31,762.20
37.0670.6720.5540	GARVEY EQUIPMENT COMPANY	18697	06/10/2026	STREETS EQUIP ST/RD MNTC	245.62
01.0150.1515.5204	GEORGE RETAMOZA	18698	06/10/2026	Patriotic Commission MTG. 5-27-2026	100.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	18699	06/10/2026	3/23/26-4/5/26 MUNI TEMP SVCS/ HR ANALYST	5,530.00
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	18700	06/10/2026	VALOR FLAGS SETUP	90.73
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	18700	06/10/2026	KEYS & STAMP SCTR	44.13
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	18700	06/10/2026	UPLIFT TOOL NTP	110.49
02.0170.1760.5962	GRANT'S TRUE VALUE HARDWARE	18700	06/10/2026	SMALL TOOLS FOR ST/RD MNTC	27.57
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	18700	06/10/2026	HOSE CAPS/ CITY HALL	5.51
01.0170.1750.5520	GRANT'S TRUE VALUE HARDWARE	18700	06/10/2026	LOCKS FOR BACKFLOW CAGE	47.49
37.0670.6720.5540	GRANT'S TRUE VALUE HARDWARE	18700	06/10/2026	ST/RD MNTC BRUSH	12.70

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	18700	06/10/2026	MVD RESTROOM REPAIR SUPPS	56.32
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	18700	06/10/2026	POOL SUPPLIES	32.52
01.0160.1640.5520	HASA INC.	18701	06/10/2026	BACKUP BECSYS FLOW SWITCH PARTS	513.72
01.0160.1640.5520	HASA INC.	18701	06/10/2026	CHLORINE TANK REPLACEMENT	2,099.28
01.0160.1640.5520	HASA INC.	18701	06/10/2026	5/14 CHLORINE TANK LABOR	2,350.00
01.0160.1640.5425	HASA INC.	18701	06/10/2026	5/20 POOL CHEMICALS	1,684.91
06.0300.3010.5215	HUNTINGTON CULINARY	18702	06/10/2026	Congregate Program	5,778.75
06.0300.3020.5215	HUNTINGTON CULINARY	18702	06/10/2026	Home Delivered Program	695.75
06.0300.3010.5215	HUNTINGTON CULINARY	18702	06/10/2026	Congregate Program	5,893.75
06.0300.3020.5215	HUNTINGTON CULINARY	18702	06/10/2026	Home Delivered Program	695.75
06.0300.3010.5215	HUNTINGTON CULINARY	18702	06/10/2026	Congregate Program	4,973.75
06.0300.3020.5215	HUNTINGTON CULINARY	18702	06/10/2026	Home Delivered Program	556.60
01.0151.1543.5430	INDUSTRIAL PIPE & STEEL	18703	06/10/2026	BUNGEE BALL 9 10PC WHITE SET	32.67
01.0000.0000.4522	JACKIE GUTIERREZ	18704	06/10/2026	Night Market RFND	60.00
37.0670.6720.5540	JCL TRAFFIC SERVICES	18705	06/10/2026	ST/RD MNTC CHANNELIZERS & ADHESIVE	609.96
37.0670.6720.5540	JCL TRAFFIC SERVICES	18705	06/10/2026	ST/RD TRAFFIC CONTROL K-RAIL MARKERS	182.33
37.0670.6720.5540	JCL TRAFFIC SERVICES	18705	06/10/2026	ST SIGNS ST/RD MNTC	1,394.29
37.0670.6720.5540	JCL TRAFFIC SERVICES	18705	06/10/2026	ST/RD MNTC PAVEMENT MARKERS	386.75
37.0670.6720.5540	JCL TRAFFIC SERVICES	18705	06/10/2026	STREET SIGNAGE	1,486.78
37.0670.6720.5540	JCL TRAFFIC SERVICES	18705	06/10/2026	TEMP NO PARKING ST/RD MNTC	497.25
37.0670.6720.5540	JCL TRAFFIC SERVICES	18705	06/10/2026	CHANNELIZERS ST/RD MNTC	1,464.13
37.0670.6720.5540	JCL TRAFFIC SERVICES	18705	06/10/2026	ST/RD MNTC ADHESIVE	323.21
37.0670.6720.5540	JCL TRAFFIC SERVICES	18705	06/10/2026	NO PARKING/ST STOP SIGNS ST/RD MNTC	1,696.62
01.0151.1541.5430	JUSTIN QUACH	18706	06/10/2026	Volleyball League Rfnd	420.00
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	18707	06/10/2026	MAY'26 LIABILITY INSURANCE	64,507.74
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	18707	06/10/2026	MAY'26 LAW ENFORCEMENT SVCS.	496,213.37
01.0160.1660.5520	LBC LIGHTING	18708	06/10/2026	ELEC SUPPS SHIVLY PARK	154.83
01.0160.1660.5520	LBC LIGHTING	18708	06/10/2026	LIGHT REPAIRS @ SHIVELY	70.55
01.0160.1630.5520	LBC LIGHTING	18708	06/10/2026	LIGHTS MINI CENTER	1,333.34
01.0100.1010.5914	LEAGUE OF CALIFORNIA CITIES	18709	06/10/2026	FY'26-27 LA COUNTY DIVISION DUES	1,149.75
01.0170.1720.6025	LIGHT & POWER INTERNATIONAL	18710	06/10/2026	CANOPY/ SHADE STRUCTURE DESIGN - MAINT YARD	5,500.00
01.0151.1541.5430	MATTHEW CORDERO	18711	06/10/2026	Volleyball League Rfnd	420.00
37.0670.6720.5540	MEISTER SEALCOAT & SUPPLIES, LLC	18712	06/10/2026	POTHOLE PATCH CITYWIDE	2,499.25
37.0670.6720.5540	MEISTER SEALCOAT & SUPPLIES, LLC	18712	06/10/2026	POTHOLE PATCH CITYWIDE	1,499.63
01.0130.1310.5913	MERCHANT COST CONSULTING, LLC	18713	06/10/2026	APR'26 BILLING BANK CHARGES	237.21
01.0150.1515.5204	NAOMI LOPEZ	18714	06/10/2026	Patriotic Commission MTG. 5-27-2026	100.00
01.0150.1540.5431	NEW SIGN SOLUTION, INC.	18715	06/10/2026	SUMMER CAMP & AQUATICS SIGNS	487.30
01.0170.1770.5525	NEW SIGN SOLUTION, INC.	18715	06/10/2026	#18 PARK ENFORC DECAL	105.21
01.0150.1515.5204	NYDIA ROMERO	18716	06/10/2026	Patriotic Commission MTG. 5-27-2026.	100.00
44.0800.8010.5406	OFFICE DEPOT	18717	06/10/2026	Purchased Office Supplies For the Department.	172.68

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18718	06/10/2026	APR'26 HUMAN RESOURCES SERVICES	358.80
37.0670.6720.5540	PACIFIC PRODUCTS AND SERVICES LLC	18719	06/10/2026	SIGN BANDS ST & RD MTNC	1,085.28
01.0170.1020.5956	PREMIER JANITORIAL SERVICES	18720	06/10/2026	HATS WITH LOGO EMBROIDERY	1,012.10
01.0130.1330.5950	QUADIENT LEASING USA, INC.	18721	06/10/2026	JUL-OCT'26 QUARTERLY LEASE	964.37
01.0140.1430.5406	RENEE REYES	18722	06/10/2026	5/11/26 Mileage Reimb. – Family Access Center Tour	16.70
01.0100.1020.5912	SGV CITY MANAGERS' ASSOCIATION	18723	06/10/2026	MAY'26 SGVCMA MEETING 2 REGISTREATIONS	160.00
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18724	06/10/2026	STEPPING STONE	55.82
37.0670.6720.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18724	06/10/2026	RETURN - 24x24 Square Natural Stepping Stone	(27.91)
01.0170.1020.5956	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18724	06/10/2026	PPE FILTERED BANDANAS	69.61
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18724	06/10/2026	BASEBALL FIELDS MARKING PAINT	231.91
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18724	06/10/2026	ST/RD MNTC PAINT SUPPLIES	36.38
01.0170.1770.5525	SRS AUTOMOTIVE	18725	06/10/2026	#9 REPLACE BLOWER MOTOR & HOOD STRUTS	375.99
01.0000.0000.4250	STEPHENS ENVIRO	18726	06/10/2026	Abatement Rep Applied and Withdrawn	1,918.20
01.0000.0000.4250	STEPHENS ENVIRO	18726	06/10/2026	Abatement has been withdrawn	1,918.20
01.0151.1543.5430	SUNBELT RENTALS, INC.	18727	06/10/2026	EQUIPMENT RENTAL FLAGS OF VALOR	1,174.30
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	18728	06/10/2026	APR'26 - CITATION REVENUE	10,883.50
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	18728	06/10/2026	DEC'25 - CITATION REVENUE	5,773.00
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	18728	06/10/2026	FEB'26 - CITATION REVENUE	6,915.00
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	18728	06/10/2026	MAR'26 - CITATION REVENUE	9,839.50
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	18728	06/10/2026	SEP'25 - CITATION REVENUE	4,479.50
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	18729	06/10/2026	FOOD ITEMS FOR CI NUTRITION PROGRAM.	18.84
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	18729	06/10/2026	FOOD ITEMS FOR CII NUTRITION PROGRAM.	2.09
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	18729	06/10/2026	Congregate Program	53.82
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	18729	06/10/2026	Home Delivered Program	5.98
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	18729	06/10/2026	Congregate Program	25.14
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	18729	06/10/2026	Home Delivered Program	2.79
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	18729	06/10/2026	Congregate Program	80.73
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	18729	06/10/2026	Home Delivered Program	8.97
01.0100.1030.5215	TERRA REALTY ADVISORS, INC.	18730	06/10/2026	MAY'26 CONTRACT SERVICES	1,575.14
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	18731	06/10/2026	June 2026 Newsletter	7,968.65
01.0100.1020.5215	TIERRA WEST ADVISORS, INC	18732	06/10/2026	MAR'26 ECON. DEV. & ICSC SERVICES	7,801.25
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	18733	06/10/2026	JUNE'26 CONSULTING SERVICES	9,500.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	18734	06/10/2026	APRIL '26 - BLDG PLAN CHECK SVCS.	10,773.54
01.0170.1720.5520	ULINE	18735	06/10/2026	SPILL CONTAINMENT DRUM SHED	3,565.52
01.0150.1515.5204	VICTOR MONTIEL	18736	06/10/2026	Patriotic Commission MTG. 5-27-2026	100.00
37.0670.6720.5545	VISIONS RECYCLING, INC	18737	06/10/2026	GRAFFITI REMOVAL COVER PAINT	408.34
01.0160.1650.5520	WHITTIER FERTILIZER	18738	06/10/2026	NTP FIELD REPAIR	280.00
01.0170.1710.5520	WHITTIER FERTILIZER	18738	06/10/2026	CHALL HOLIDAY LANDSCAPE	1,275.84
01.0140.1430.5215	WILLDAN ENGINEERING	18739	06/10/2026	APR. '26 - CONSULTANT SVCS.	11,187.00
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0003685	06/05/2026	MAY 2026 BILLING	2,800.74

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	DEPT. SUPPLIES	16.21
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	Model kits for mens social	64.81
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	DEPT. SUPPLIES	33.49
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	Office Supplies	47.08
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	DEPT SUPPLIES	147.16
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	Dept Supplies	83.98
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	OFFICE SUPPLIES	51.16
01.0100.1050.5908	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	JPIA TRAINING SUPPLIES	34.99
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	4th of July Luncheon Decor	166.67
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	File folders	49.83
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	Office Supplies	8.75
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	DEPT. SUPPLIES	99.09
06.0300.3020.5430	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	C2 Emergency Meals Supplies	26.14
01.0150.1540.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	Comm. Svcs. Department Supplies	79.23
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	DEPT. SUPPLIES	330.77
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	DEPT. SUPPLIES	34.21
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	DEPT. SUPPLIES	31.00
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	DEPT. SUPPLIES	24.13
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	OFFICE SUPPLIES	27.68
01.0170.1100.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	DEPT. SUPPLIES	28.40
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	OFFICE SUPPLIES	142.03
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003686	06/04/2026	IPHONE CASE / SCREEN PROTECT	9.46
01.0000.0000.2250	CALPERS	DFT0003687	06/04/2026	CALPERS HEALTH - ACTIVE EMPLOYEE PREMIUM	98,285.46
01.0100.1050.5941	CALPERS	DFT0003687	06/04/2026	CALPERS HEALTH - ADMIN FEE FOR ACTIVE	78.63
01.0100.1050.5941	CALPERS	DFT0003687	06/04/2026	CALPERS HEALTH - ADMIN FEE FOR RETIRED	6.12
01.0100.1050.5945	CALPERS	DFT0003687	06/04/2026	CALPERS HEALTH - EMPLOYER SHARE OF RETIRED PREMIUM	1,296.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003688	05/28/2026	Rate Plan 27216 Misc (Monthly Council)	587.70
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003689	05/28/2026	RATE PLAN 27216 MISC (PEPRA)	24,920.93
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003689	05/28/2026	RATE PLAN 685 MISC (CLASSIC)	9,590.23
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003689	05/28/2026	RATE PLAN 23047 MISC (CLASSIC TIER 2)	3,683.63
01.0000.0000.2021	CALPERS RETIREMENT	DFT0003689	05/28/2026	SERVICE CREDIT PURCHASES - ANTONIO OLIVOS	155.77
01.0130.1330.5932	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0003690	06/02/2026	4/16-5/15/26 CABLE AND INTERNET SVCS / CHALL	358.27
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003691	06/05/2026	FICA PPE 6/06/26	22.96
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003691	06/05/2026	MED PPE 6/06/26	5.38
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0003692	05/29/2026	FEDERAL PPE 5/23/26	27,213.18
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003692	05/29/2026	FICA PPE 5/23/26	36,747.92
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003692	05/29/2026	MED PPE 5/23/26	8,594.30
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003693	05/29/2026	UI TAX WITHHOLDINGS	339.73
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003693	05/29/2026	TNG (TRAINING TAX WITHOLDING)	21.24
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003693	05/29/2026	STATE WITHHOLDINGS	10,373.27

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003694	06/05/2026	UI TAX WITHHOLDINGS	2.96
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003694	06/05/2026	TNG (TRAINING TAX WITHOLDING)	0.19
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003695	05/29/2026	EMPLOYEE BEFORE TAX	3,090.00
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003695	05/29/2026	EMPLOYER MATCH	4,273.75
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003695	05/29/2026	EMPLOYER MATCH AFTER TAX	81.25
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003695	05/29/2026	EMPLOYEE AFTER TAX	2,802.60
01.0000.0000.2355	EMPOWER RETIREMENT, LLC	DFT0003695	05/29/2026	EMPLOYEE LOAN REPAYMENT	2,333.96
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003696	05/28/2026	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003696	05/28/2026	CASE 200000002135289	429.50
01.0170.1020.5520	QUENCH USA, INC.	DFT0003698	06/03/2026	6/1 - 6/30/26 SCTR WATER SVCS	62.59
01.0170.1020.5520	QUENCH USA, INC.	DFT0003698	06/03/2026	6/1 - 6/30/26 CHALL WATER SVCS	134.45
01.0170.1020.5406	QUENCH USA, INC.	DFT0003698	06/03/2026	5/30 - 6/29/26 1556 CENTRAL AVE	42.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003699	06/02/2026	4/9 - 5/11/26 2620 ROSEMEAD BLVD	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003699	06/02/2026	4/9 - 5/11/26 2464 ROSEMEAD BLVD	255.55
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 THIENES/PARKWAY	27.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1502 PECK ROAD	237.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 10452 RUSH STREET	122.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 2022 N CENTRAL AVENUE	122.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 2218 ROSEMEAD BLVD	139.79
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1660 DURFEE AVENUE	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 N/E MERCED SANTA ANITA	181.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1675 DURFEE AVENUE	192.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1819 N MERCED AVENUE	220.01
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1652 TYLER AVENUE	221.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1900 CENTRAL AVE	225.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1109 PECK ROAD	237.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 2004 ROSEMEAD BLVD	25.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 N LERMA/MILLET	254.66
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1707 N MERCED AVENUE	117.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1710 DURFEE AVENUE	260.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1819 N CENTRAL AVENUE	306.19
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1628 DURFEE AVENUE	317.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1415 SANTA ANITA AVENUE	351.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1222 PECK ROAD	357.71
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1508 PECK ROAD	392.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1556 CENTRAL AVENUE	489.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1824 CENTRAL AVE	558.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1500 N CENTRAL AVENUE	592.46
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1946 MER	1,816.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 FARNDON-PECK	71.15

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 MERCED N/W SANTA ANITA	69.51
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 1530 N CENTRAL AVENUE	306.19
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003700	06/02/2026	4/8/26 - 5/7/26 2000 SANTA ANITA AVE	99.77
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003701	06/02/2026	4/8-5/7/26 1450 LIDCOMBE	248.94
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003702	06/03/2026	12/24/25-4/30/26 2028 CENTRAL AVE	1,745.08
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003703	06/01/2026	4/17-5/17/26 1415 SANTA ANITA AVE	1,551.79
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003704	06/01/2026	4/17-5/17/26 1824 CENTRAL AVE ELEC SVCS	691.47
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003705	06/03/2026	2/23-5/21/26 9465 GARVEY AVE	8.17
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003707	06/01/2026	4/17 - 5/17/26 1556 CENTRAL AVE	2,615.30
01.0000.0000.2255	VISION SERVICE PLAN	DFT0003708	06/05/2026	JUNE'26 VISION	933.05
01.0000.0000.2255	VISION SERVICE PLAN	DFT0003708	06/05/2026	JUNE'26 VISION ADJUSTMENTS	(8.92)
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0003709	06/04/2026	MAY - SUPPLEMENTAL LIFE INSURANCE	1,729.52
01.0130.1330.5950	XEROX CORPORATION	DFT0003710	06/01/2026	4/30 - 5/29/26 COPIER LEASE	1,554.99
01.0130.1330.5950	XEROX CORPORATION	DFT0003711	06/01/2026	4/30-5/29/26 COPIER LEASE	283.91
01.0170.1730.5705	SO CAL GAS	DFT0003713	06/10/2026	4/30-6/2/26 1415 SANTA ANITA AVE GAS SVCS	722.01
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Craft Supplies	17.44
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Karaoke Supplies	37.94
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Day of the Spa	71.52
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Staff Meeting - Chick- Fil-A	59.34
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Cinco de Mayo Luncheon	6.59
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Starbucks Coffee - Cinco de Mayo Luncheon	44.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Volunteer Dinner Giveaway	74.09
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Starbucks Coffee - Cinco de Mayo Luncheon	220.00
44.0800.8010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Cord for Computer	16.33
44.0800.8020.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SENIOR SERVICES EXCURSION	346.96
44.0800.8020.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SENIOR SERVICES EXCURSION	969.30
44.0800.8020.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SENIOR SERVICES EXCURSION	24.96
44.0800.8020.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SENIOR SERVICES EXCURSION	312.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	MAY'26 EMPLOYEE RECOGNITION SUP	59.60
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	MAY'26 APWA TRAINING	35.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Rodriguez-CCCA Hotel Stay	1,127.73
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	367.36
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	168.32
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	495.28
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Comm. Srvs. Mtg	129.99
01.0151.1543.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Soccer Viewing Events	7,317.62
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SPECIAL EVENT SUPPLIES	264.45
01.0100.1040.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CAPIO Conference Hotel - May 2026	632.97
01.0150.1505.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LA County Conference - 1 Commissioner	160.55
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Spotify Monthly Subscription	21.99

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Apple Cloud Subscription	2.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Disney+ Subscription	189.99
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	State of the City - Photo Contest	39.00
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Facebook Ad - May Night Market	36.94
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	INTERVIEW PANEL LUNCH	186.91
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ICLOUD SUB AA	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ICLOUD SUB RS	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ICLOUD SUB JF	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ICLOUD SUB JV	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ICLOUD SUB BB	9.99
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DUNKIN DONUTS-TRAINING	41.98
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	STARBUCKS - TRAINING	66.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	RENAISSANCE HOTEL FOLIO CCCA 2026	1,231.47
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ICA CORONADO CONF. REGISTRATION	890.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PLANET HOLLYWOOD-DEPOSIT ICSC 2026	277.78
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CURB LV TAXI-ICSC LV26	42.08
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CURB LV TAXI-ICSC LV26	29.34
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CURB LV TAXI-ICSC LV26	23.05
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SOUTHWEST- BAGGAGE ICSCLV'26	35.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	AMAZON SUPPLIES	85.24
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LEAGUE OF CA CITIES HANDBOOK	200.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	EXPEDIA-ICSCLV'26 FLIGHT CHANGE	129.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PEPPERMILL RESTAURANT ICSCLV'26	106.81
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PACIFICA RESTAURANT-CCCA ANNUAL SEMINAR	542.61
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	EXPEDIA-ICSCLV'26 FLIGHT CHANGE	65.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	UBER-ICSCLV'26	50.29
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SOUTHWEST- BAGGAGE ICSCLV'26	45.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	BARRY'S DOWNTOWN- ICSCLV'26	653.87
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	TAXI-ICSCLV'26	26.94
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ONTARIO AIRPORT PROVISIONS ICSCLV'26	26.41
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	GOODY'S CAFE- 2026 CCCA ANNUAL SEMINAR	14.33
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	2026 ICA SUMMER SEMINAR	890.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	RENAISSANCE ESERALDA HOTEL-CCCA	1,127.57
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	TAXI-ICSCLV'26	42.95
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PLANET HOLLYWOOD-DEPOSIT FOR ICSCLV'26	277.78
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CCCA APR'26 CITY MANAGER MTG.	50.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ZOOM.US-SUBSCRIPTION	363.90
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LA TIMES - SUBSCRIPTION	27.72
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SGV TRIBUNE-SUBSCRIPTION	14.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DODGERS CLUBHOUSE CCCA RAFFLE GIFT	235.93

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Items for Volunteer Dinner	19.48
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Plaque for Volunteer of the Year / Volunteer Dinn	59.80
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Table cloths & balloons for cinco & mothers day lu	101.19
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Flowers for Mother's Day Luncheon	275.01
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Chip Giveaways for Cinco De Mayo Luncheon	315.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	4th of July Luncheon Decor	18.07
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Music for State of the City Address final payment	205.90
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Nutrition Supplies (napkins, salt & pepper shakers	180.74
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Nutrition Supplies: Coffee Stirs	29.22
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Nutrition Supplies: tea, coffee, plastic utensils	310.66
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Nutrition Program Supplies: Coffee ,plates, cream	317.16
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	OFFICE SUPPLIES	51.50
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ICE PACKS	130.72
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	OFFICE SUPPLIES	16.60
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	OFFICE SUPPLIES	21.84
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	19.86
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	REC CLASS SUPPLIES	37.60
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	WOMENS MENTAL HEALTH CLASS FOOD	3.13
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	1.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	19.11
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	33.21
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	85.64
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	MINI CENTER DESK	188.26
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	40.85
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	47.53
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	49.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	50.10
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	52.37
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	WOMENS MENTAL HEALTH CLASS FOOD	57.85
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	65.21
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	65.73
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	68.96
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	69.18
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	83.34
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	REC CLASS SUPPLIES	84.34
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	86.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	88.09
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	94.38
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	TT PROGRAM SUPPLIES	96.66
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	TT PROGRAM SUPPLIES	99.42

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	128.44
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM & REC SUPPLIES	149.02
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	AQUATICS SUPPLIES	150.28
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	218.88
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SC FIELD TRIP MOONLIGHT ROLLERWAY DEP	270.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	399.40
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	39.11
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	38.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PROGRAM SUPPLIES	42.07
01.0151.1543.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	MURAL SUPPLIES	106.65
01.0151.1543.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	MURAL SUPPLIES	105.18
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ASCAP LICENSE FEE	480.03
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	NATIONAL DAY OF PRAYER FOOD	38.54
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	NATIONAL DAY OF PRAYER TABLE COVERS	378.60
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	NATIONAL DAY OF PRAYER CENTERPIECES RFND	(119.60)
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	STATE OF THE CITY FLOWERS	1,193.40
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	NATIONAL DAY OF PRAYER FOOD	453.23
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	STATE OF THE CITY CENTERPIECES	176.72
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	NATIONAL DAY OF PRAYER CENTERPIECES RFND	(119.60)
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	NATIONAL DAY OF PRAYER GIVEAWAYS	136.79
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	STATE OF THE CITY TABLE SIGNS	63.74
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPARTMENT PROGRAM FOR 1 EMPLOYEE	200.00
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPARTMENT PROGRAM FOR 1 EMPLOYEE	200.00
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CPR TRAINING SUPPLIES CREDIT	(29.78)
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CPR TRAINING LUNCH	291.00
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CPR TRAINING SUPPLIES	301.52
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CPR TRAINING BREAKFAST	62.13
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PRIMA MEMBERSHIP	425.00
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CALPELRA TRAINING CONFERENCE LODGING	2,342.64
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	APR'26 FIRST NET SVCS	4,564.43
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	APR'26 STAMPLI INVOICING SOFTWARE SVCS	1,925.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	APR'26 TELENYX COMMUNICATION SVCS	113.38
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Delgado-CCCA Renaissance	977.73
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Delgado Uber ICSC LV	24.95
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Delgado-Taxi ICSC LV	25.64
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Delgado-SQ Las Vegas	102.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Delgado-ICSC ARIA HOTEL	249.43
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Delgado-ICSC South West Air	743.80
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Delgado-San G V Subscription	19.96
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Councilmember Delgado	9.99

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Delgado-Apple.com	5.99
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Office Supplies	28.16
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Office Supplies	11.04
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Printer Supplies	622.29
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Coffee Area Supplies	9.95
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Coffee Area Supplies	180.08
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Coffee Area Supplies	28.78
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Insta Cart charge-Reimbursed	81.22
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Instacart Supplies-State of the City	101.36
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Jersy Mikes City Council Meeting	304.17
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ANB Teriyaki CC Meeting 5/5	342.68
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	State of the City/Giveaways Plant	54.63
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	State of the City/Giveaways	468.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Certificate Frames	40.97
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Teleprompter Pro State of the City	159.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Apple Subscription	37.95
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-Uber-ICSC	9.94
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-Uber ICSC Las Vegas	14.35
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-ICSc MONORail	15.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-Apple-charge	0.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Rental Car Credit-Acosta	(24.99)
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-Rental Gas charge ARCo	49.84
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-AVIS Rental	146.55
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ACOSTA-WELL WATER CONF	150.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-MGM ICSC Conference	361.68
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta SOUTH WEST ICSC	452.80
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta NALEO REgistration	890.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-CCCA Hotel Renaissance	1,418.61
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-Uber ICSC Tip	2.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Acosta-Taxi ICSC	30.41
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Dessert Table Refreshments / Volunteer Dinner	320.43
06.0300.3020.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Emergency Meals Distribution	66.99
01.0120.1210.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	City Clerk's Association Training	1,056.51
01.0120.1210.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CREDIT	(40.95)
01.0120.1220.5415	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ELECTION SUPPLIES	553.75
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	STARLINK INTERNET	240.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SUBSCRIPTIONS	1,680.00
01.0170.1100.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	TRAINING	24.99
01.0170.1100.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	TRAINING	31.10
01.0150.1505.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	WOMEN'S COMMISSION EVENT	38.75

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1505.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	WOMEN'S COMMISSION EVENT	419.46
01.0150.1505.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	WOMEN'S COMMISSION EVENT	122.04
01.0150.1505.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	WOMEN'S COMMISSION EVENT	123.66
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPT. I.CLOUD STORAGE	2.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	AFTER SCHOOL FOOD CRAFTS	32.74
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PAINT & SIP SUPPLIES	217.33
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PAINT & SIP SUPPLIES	134.97
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	AFTER SCHOOL PROGRAM SUPPLIES	23.56
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	AFTER SCHOOL PROGRAM FOOD CRAFT	67.61
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	COMMUNITY CENTER FOOD CRAFT	51.88
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	COMMUNITY CENTER FOOD CRAFT	47.57
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	AQUATICS SUPPLIES	106.90
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CPRS REC LEADER TRAINING	75.00
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CPRS REC LEADER TRAINING	600.00
01.0150.1540.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	AQUATICS UNIFORMS	86.74
01.0150.1540.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	AQUATICS UNIFORMS	33.20
01.0150.1540.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	AQUATICS UNIFORMS	225.90
01.0151.1541.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	REPLACEMENT PICKLEBALL NETS	170.42
01.0151.1541.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SUMMER SWIM UNIFORMS	450.00
01.0151.1541.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SUMMER CAMP SHIRTS	2,156.72
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	NATIONAL DAY OF PRAYER COFFEE	264.00
01.0151.1543.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	World Cup Viewing Event- Mural Supplies	131.54
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Memorial Day Supplies	452.64
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Meet and Greet Supplies	39.98
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	National Day of Prayer Food	549.98
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Employee Picnic Supplies	398.37
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Bike Ride Supplies	29.28
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Flags of Valor Supplies	208.48
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Flags of Valor Supplies	195.94
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Employee Picnic Supplies	161.42
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Special Event Supplies	140.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Employee Picnic Supplies	331.26
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Bike Ride Supplies	104.79
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Employee Picnic Supplies	54.72
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Meet and Greet Supplies	80.76
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Special Event Supplies	43.17
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Memorial Day Supplies	97.38
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Special Event Supplies	102.73
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Employee Picnic Supplies	85.78
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Vendors Health Permit Fees	13.32

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Vendors Health Permit Fees	600.00
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Vendors Health Permit Fees	105.27
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Night Market Equipment Rentals	1,805.29
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Vendors Health Permit Fees	4,742.00
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	Night Market Equipment Rentals	1,029.87
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	QR CODE/ SUBSCRIPTION	39.99
01.0170.1020.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PW UNIFORM PATCHES	963.69
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ICLOUD SUB LV	2.99
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	HYDRATION NM	34.65
01.0160.1670.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	WINDOW REPLACEMENT	1,215.40
01.0160.1670.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	WINDOW REPLACEMENT	1,215.40
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	PW BBQ DEPOSIT	500.00
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	COUNCIL SUPPLIES	446.27
01.0170.1170.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CITY EMBLEM PATCHES	215.34
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	FLOOR TILE @YARD	107.75
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPT. SUPPLIES	15.47
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPT. SUPPLIES	1,998.87
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPT. SUPPLIES	538.56
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPT. SUPPLIES	13.28
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LUNCH FOR FAM TOUR	42.41
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LUNCH FOR SEM BUSINESS WORKSHOP	252.36
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPT. SUPPLIES	72.91
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPT. SUPPLIES	100.00
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	DEPT. SUPPLIES	142.71
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ICSC SAN DIEGO - REGISTRATION	525.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LYFT RIDE AT ICSC L.V.	31.53
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CONNECT CONFERENCE IN DTLA	299.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LYFT RIDE AT ICSC L.V.	37.87
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LYFT RIDE AT ICSC L.V.	42.54
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LYFT RIDE AT ICSC L.V.	17.18
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LYFT RIDE AT ICSC L.V.	24.14
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LYFT RIDE AT ICSC L.V.	36.75
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LYFT RIDE AT ICSC L.V.	34.41
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	LYFT RIDE FOR ICSC L.V.	36.52
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	TAXI - L.V. ICSC	41.08
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	SOUTH WEST - CHECK IN BAG	45.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	HOTEL STAY FOR ICSC L.V. - GERARDO M.	277.78
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	HOTEL STAY FOR ICSC L.V. - CHARLIZE H.	277.78
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	2026 ICSC REGISTRATION - GERARDO M.	525.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	2026 ICSC REGISTRATION - TIFFANY H.	525.00

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	FLIGHT TO US HOUSING CONFERENCE T.X. - GERARDO M.	589.80
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	FLIGHT TO HOUSING CONFERENCE T.X. - TIFFANY H.	764.80
01.0140.1430.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	2026 ICSC MEMBERSHIP - TIFFANY H.	175.00
01.0140.1430.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	2026 ICSC MEMBERSHIP - GERARDO M.	175.00
01.0170.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	P.W. LUNCH PROGRAM - JASON E.	35.00
01.0000.0000.1100	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	QUICKBOOKS FOR CSEM FOUNDATION	19.00
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CLAUDE.AI SUBSCRIPTION	13.59
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	ADOBE CSEM EMPLOYEE SUBSCRIPTIONS	401.87
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003714	06/02/2026	CLAUDE.AI SUBSCRIPTION	20.00

PREPARED BY: AMYA HALL

TOTAL \$ 1,519,041.80

Authorization Signature

Warrant Register

Council Meeting 6/16/26

Grand Total \$ 1,519,041.80



Rene Salas, City Manager



Successor Agency Agenda Report Agenda Item No. 8.a.

DATE: June 16, 2026

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR APRIL 21, 2026

SUMMARY: Staff is requesting approval of the Minutes of the April 21, 2026, Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the April 21, 2026, Successor Agency Meeting.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: Per the South El Monte Municipal Code, the minutes provided are Action Minutes and require review and approval by the City Council before becoming part of the official record.

SEMMC § 2.04.140: Minutes.

The city clerk shall be required to make a record only of such business as was actually passed upon by a vote of the council, and shall not be required to make a verbatim transcript of the proceedings. A record shall be made of the names and addresses of the persons addressing the council, the title of the subject matter to which their remarks related and whether they spoke in support of or in opposition to such matter. The city clerk shall maintain a record in reproducible form of all noticed public hearings. As soon as possible after each council meeting, the city clerk shall cause a copy of the minutes thereof to be forwarded to each councilmember and the city administrator.

Additionally, the City Clerk's Office makes video recordings of all City Council meetings from 2020 to the present available on the City's website, providing the public with an opportunity to review discussions and proceedings beyond the information required to be included in the official meeting records under the Municipal Code § 2.04.140.

ATTACHMENT(S):

- A. DRAFT 04-21-26 Reg CC & SA Minutes

**CITY OF SOUTH EL MONTE
SPECIAL CITY COUNCIL MEETING AND
REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETING MINUTES**

Tuesday, April 21, 2026 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos simultaneously called the Special City Council Meeting and the Regular City Council and Successor Agency Meeting to order at 6:01 P.M.

1. ROLL CALL

PRESENT: Councilmember/Board Member(s): Acosta, Delgado, Mayor Pro Tem/Vice Chair Bojorquez, and Mayor/Chair Olmos

ABSENT: Councilmember/Board Member(s): Rodriguez

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, City Attorney; Adrian Garcia, City Clerk; Gerardo Marquez, Director of Community Development and Public Works; David De Vries, Director of Economic Development; and Sabrina Muhne, Deputy City Clerk.

Zoom was provided for the public to participate during Public Comment via teleconference.

2. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Bojorquez led the Pledge of Allegiance.

3. INVOCATION – Robert Yrigoyen, Parish Council President, Epiphany Catholic Church, offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented Certificates of Recognition and Scholarships to the 2025 Harvard Day Essay Contest Winners.

4.b. Mayor and City Council presented a proclamation for California 175 & America 250 in honor of the 175 Years of California's Statehood and the 250th Anniversary of the signing of the Declaration of Independence.

At 6:18 p.m., Councilmember Delgado requested a recess.

At 6:20 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

4.c. Denae Amaya, Director of Government Affairs, Athens Services, provided an update on Senate Bill 1383 Compliance and presented proposed franchise agreement changes by Athens Services.

PRESENTATIONS (CONTINUED)

- 4.d. David De Vries, Director of Economic Development, provided an overview of the Arts District April 9th Open House.
- 4.e. Deputy Ayers presented the Sheriff's Department Report for the month of March 2026.
- 4.f. Code Enforcement Rodriguez presented the Code Enforcement and Parking Enforcement Report for the month of March 2026.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

Councilmember Acosta requested to pull Consent Calendar Item 7.d. for discussion.

Councilmember Delgado recognized Steven Ly, Councilmember, City of Rosemead, who was in attendance

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the agenda as amended. Motion passed 4-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Rodriguez

6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

- 1. Robert Yrigoyen, resident, expressed concerns on Agenda Item 7.d., Agenda Item 4.c., and on murals in the Arts District.
- 2. Steven Ly, Councilmember, City of Rosemead, spoke on Agenda Item 10.a., and expressed support for Agenda Item 13.a.
- 3. Eduardo Saucedo spoke on the Goals for Life program with Ricky Ellis, the passing of his neighbor Hortencia Barrera and his mother Rosario Almeida Saucedo, expressed thanks for using the Senior Center for his mother's Celebration of Life, and spoke on existing lawsuits in the City.
- 4. John Ventura, resident, expressed concerns on Agenda Items 7.c., and 7.d.
- 5. Patricia Saucedo, resident, expressed concerns on Agenda Item 13.b., the Special Agenda Meeting and Regular Agenda Meeting occurring at the same time, and Agenda Item 7.d.

PUBLIC COMMENT (CONTINUED)

Chris Knight, CEO, El Monte/South El Monte Chamber of Commerce, approached the podium and requested to yield her time to John Ventura, which was denied due to the rules listed on the agenda.

6. Kimberly Valencia, resident, expressed concerns on Agenda Item 7.d.
7. Amanda Rodarte-Contreras, Library Manager, South El Monte Library, shared National Library Week, and upcoming library programs.
8. Danny Olmos, resident, recognized Sheriff Manuel Acosta, Jr., and expressed concerns on the Arts District, cannabis, massage parlors, and psychic readers.

There being no further public comments, Mayor Olmos closed Public Comment.

7. CONSENT CALENDAR – CITY COUNCIL

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to approve the Consent Calendar as amended, for the City Council Meeting. Motion passed 4-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Rodriguez

- 7.a. Approved the Minutes for the March 17, 2026, Regular City Council Meeting.
- 7.b. Adopted Resolution No. 26-026, authorizing payment of City expenditures for the period of April 2, 2026, through April 15, 2026, totaling \$1,629,087.68.
- 7.c. Approved a Request for Proposals (RFP) for professional services for the Pavement Management Program (PMP) 2026 Update and authorized staff to solicit proposals.

Consent Calendar Item 7.d. was heard at this time.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-027, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION FOR THE FY 25-26 PAVEMENT REHABILITATION PROJECT, CITY PROJECT NO. 644

Discussion topics included clarification on typos and the final cost, the project schedule, paving on Allgeyer Street, the contingency budget, common practice, the Pavement Management Program (PMP), the project completion timeline, and questions were directed to the City Manager on project decisions.

CONSENT CALENDAR (CONTINUED)

Councilmember Acosta called for an independent investigator to confirm that Allgeyer Street was chosen for repaving only because the equipment was on the corner, and to find out why some of the surrounding streets were not paved.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to accept the completion for the FY 25-26 Pavement Rehabilitation Project, City Project No. 644, to authorize the City Clerk to record the Notice of Completion and to release retention accordingly. Motion passed 4-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Rodriguez

8. CONSENT CALENDAR – SUCCESSOR AGENCY

Motion by Board Member Delgado, seconded by Vice Chair Bojorquez, to approve the Consent Calendar for the Successor Agency Meeting. Motion passed 4-0, by the following vote:

AYES: Board Member(s): Acosta, Delgado, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NAYS: Board Member(s): None
ABSENT: Board Member(s): Rodriguez

8.a. Approved the Minutes for the March 17, 2026, Successor Agency Meeting.

9. PUBLIC HEARINGS – None

10. GENERAL BUSINESS

10.a. DISCUSSION ON CREATION OF A SUBCOMMITTEE ON THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' SGV FORWARD PROJECT PROPOSAL ON GARVEY AVENUE

Mayor Olmos announced the item, and Rene Salas, City Manager, provided a report.

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to appoint Mayor Olmos and Mayor Pro Tem Bojorquez to serve as San Gabriel Valley Council of Governments' SGV Forward Project subcommittee members. Motion passed 4-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NAYS: Councilmember(s): None
ABSENT: Councilmember(s): Rodriguez

At 8:08 p.m., Councilmember Delgado left the chambers.

At 8:11 p.m., Councilmember Delgado returned to the chambers.

11. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta reported he attended the following: a South El Monte Business Workshop Series meeting, the Arts District Open House & Scoping Meeting, Water Education for Latino Leaders (WELL) Watershed Learning Labs Program with Valle Lindo School District, the funerals for former Mayor Blanca Figueroa and resident Rosario Saucedo, and the April Night Market.

Mayor Pro Tem Bojorquez reported he attended the following: a Community Bike Ride, the All-Staff Meeting, and the April Night Market.

Councilmember Delgado reported he attended the following: the April Night Market.

Mayor Olmos reported she attended the following: a Senior Center Baby Shower for Wendy Cayco, a South El Monte Business Workshop Series meeting, Dr. Monica Sanchez' Campaign Kick Off Rally, the funerals for former Mayor Blanca Figueroa and resident Rosario Saucedo, the Senior Center Spring Bingo Social, the Los Angeles County Sanitation District No. 15 Board of Directors Regular Meeting, the San Gabriel Valley Council of Governments (SGVCOG) Governing Board Meetings, the SGVCOG Transportation Committee Meetings, the SGVCOG 2028 Olympic & Paralympic Games Ad Hoc Committee Meetings, the Greater El Monte Community Hospital Board Meeting, and the April Night Market.

12. CORRESPONDENCE – None

13. COUNCILMEMBERS' AGENDA

13.a. COUNCILMEMBER HECTOR DELGADO

Direct staff to look into the feasibility of a new transit route with City of Rosemead, El Monte, and South El Monte. This would target local residents to provide a more localized transit system for our communities.

This item was received and filed.

13.b. COUNCILMEMBER MANUEL ACOSTA

1. Measure CM, approved by voters in November 2022 (53.6% YES), authorized up to three cannabis retail businesses. The City Council subsequently adopted a 1,000-foot buffer zone, allowing four locations. In 2025, the buffer was reduced to 350 feet, increasing potential locations to 104.

Given significant public interest and ongoing community concerns expressed at council meetings, the Council should consider placing a referendum on Measure CM on the November 2026 ballot.

COUNCILMEMBERS' AGENDA (CONTINUED)

Item 13.b.1.

Discussion topics included having the citizens gather signatures to bring this topic back to the ballot, citizens brought it to the ballot the first time and council introduced the competing measure, and misinformation on the topic.

Motion by Councilmember Acosta, seconded by Mayor Olmos, for council to place a repeal initiative for Measure CM on the November 2026 ballot. Motion tied 2-2, by the following vote:

AYES: Councilmember(s): Acosta, and Mayor Olmos
NAYS: Councilmember(s): Delgado, and Mayor Pro Tem Bojorquez
ABSENT: Councilmember(s): Rodriguez

Per SEMMC § 2.04.070, due to a tie vote, this matter was automatically continued to the next Regular City Council Meeting Agenda, to appear under "Unfinished Business."

13.c. MAYOR GLORIA OLMOS

1. Follow up on previous request regarding misuse of City property and City services for Campaign or Electioneering by current Councilman on his videos.

Susie A. Altamirano, City Attorney, requested clarification on identifying the City property, and permissible and non-permissible use of public property for campaign videos.

This item was received and filed.

2. Follow up re-requesting proper financials from ERA or for them to refund the City of \$55,000. That was gifted to them.

Motion by Councilmember Acosta, seconded by Mayor Olmos, to hire an independent financial auditor to investigate the Emergency Resource Association.

Substitute Motion by Councilmember Mayor Pro Tem Bojorquez, seconded by Councilmember Delgado, to continue the item for the City Manager to specifically request financials with a deadline to respond, and to have the City Attorney investigate if the cost of the audit is worth it. Motion tied 2-2, by the following vote:

AYES: Councilmember(s): Delgado, and Mayor Pro Tem Bojorquez
NAYS: Councilmember(s): Acosta, and Mayor Olmos
ABSENT: Councilmember(s): Rodriguez

COUNCILMEMBERS' AGENDA (CONTINUED)

Item 13.c.2.

Main Motion tied 2-2, by the following vote:

AYES:	Councilmember(s):	Acosta, and Mayor Olmos
NAYS:	Councilmember(s):	Delgado, and Mayor Pro Tem Bojorquez
ABSENT:	Councilmember(s):	Rodriguez

Per SEMMC § 2.04.070, due to a tie vote, this matter was automatically continued to the next Regular City Council Meeting Agenda, to appear under "Unfinished Business."

14. CLOSED SESSION – REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETING

At 9:09 p.m., Mayor and City Council recessed into Closed Session for the Regular City Council Meeting.

14.a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION,
Pursuant to California Government Code Sections 54956.9(d)(2) and 54956.9(e)(1): one matter.

14.b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code Section 54956.8)
Property: APN 8119-005-911

At 9:54 p.m., Mayor Olmos reconvened the meeting with all councilmembers present.

Susie A. Altamirano, City Attorney, announced City Council discussed Items 4.a. and 14.b., reports were provided, feedback was given, no reportable action.

5. CLOSED SESSION – SPECIAL CITY COUNCIL MEETING

At 9:55 p.m., Mayor and City Council recessed into Closed Session for the Special City Council Meeting and, by consensus, extended the meetings past 10:00 p.m.

5.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
Pursuant to Government Code Sections 54956.9(d)(1):
Name of case: Gloria Olmos v. City of South El Monte, et al. Case Number:
2:26-cv-03344

At 10:02 p.m., Mayor Olmos reconvened the meetings with all councilmembers present.

Susie A. Altamirano, City Attorney, announced City Council discussed Item 5.a., report was provided, feedback was given, no reportable action.

15. ADJOURNMENT

There being no further business coming before this body, at 10:03 p.m., Mayor Olmos adjourned the Special Meeting and the Regular City Council & Successor Agency Meeting to a Regular City Council Meeting on Tuesday, May 5, 2026, at 6:00 p.m.

Minutes prepared by Sabrina A. Muhne, Deputy City Clerk.

Adrian Garcia, MMC, City Clerk

Gloria Olmos, Mayor

DRAFT



City Council Agenda Report

Agenda Item No. 9.a.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: **CONTINUED FROM THE JUNE 2, 2026, REGULAR CITY COUNCIL MEETING:** CONSIDERATION TO WAIVE FULL READING AND INTRODUCE ORDINANCE NO. 1292 AFFIRMING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE ON MASSAGE BUSINESSES FROM THE JURISDICTIONAL BOUNDARIES OF 350 FEET AND A 1,000 FOOT BUFFER DISTANCE FROM ALL SENSITIVE USES AND OTHER MASSAGE BUSINESSES

SUMMARY: Consideration to waive full reading and introduce by title only Ordinance No. 1292 amending Section 17.03.230 ("Massage Establishments") of Chapter 17.03 ("Permit Approval Procedures") of Title 17 ("Zoning"), approving Zone Text Amendment No. 26-02 ("ZTA 26-02") and establishing a 1,000-foot buffer distance from all sensitive uses and other massage establishments in the City and a 350-foot buffer distance from the jurisdictional boundary to protect and preserve the public health, safety, and welfare.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Determine that Ordinance No. 1292 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption); and
4. Waive full reading and introduce Ordinance No. 1292 by title only to amend the South El Monte Municipal Code (SEMMC) Section 17.03.230 ("Massage Establishments") to establish a 1,000-foot buffer distance from all sensitive uses

and other massage establishments in the City and a 350-foot buffer distance from the City's jurisdictional boundary.

FISCAL/FINANCIAL IMPACT: There is no anticipated fiscal impact to the City.

DISCUSSION: In 2009, California State Senate Bill 731 (Massage) created the California Massage Therapy Council (CAMTC), which limited cities' ability to regulate massage establishments. In 2015, California State Assembly Bill 1147 restored the City 's ability to regulate massage establishments through land use and local licensing and health and safety requirements.

In 2015, the City adopted Ordinance No. 1195, which amended the South El Monte Municipal Code ("SEMMC") to include Chapter 5.22 ("Massage Establishments") to impose licensing requirements for massage establishments. In 2024 the City amended SEMMC to impose location and zoning regulations, including a 500-foot distance requirement between massage establishments, and a Conditional Use Permit (CUP) requirement for all new massage establishments.

The City has had issues with massage establishments operating without the necessary permits or licensing and engaging in illicit activities such as prostitution and human trafficking. Most recently, the City went through the process to revoke a massage establishment's CUP, preventing further operation. The process to revoke these illicit massage establishments has disproportionately absorbed public resources and has led to potential other impacts on neighborhood character, quality of life, reduced property values and a damage of the public trust. These public health, welfare, and safety issues can be addressed by imposing additional distance requirements from sensitive uses, such as parks, schools, day care centers, and residential areas; and distance requirements from the city's jurisdictional boundary.

Section 17.03.260 specifies zoning and locational restrictions for massage establishments and requires that new establishments not be within 500 feet of an existing establishment. On March 25, 2026, the Planning Commission approved Resolution No. 26-06, (Attachment B) recommending that City Council adopt ZTA 26-02 establishing a buffer requirement for massage establishments of at least 350 feet from the City's jurisdictional boundary, and of at least 1,000 feet from the following sensitive uses:

- Day Care Centers
- Religious Institutions
- Schools
- Youth Centers
- Residential Zoned Properties
- Parks

The resulting area where massage establishments may be located (provided they obtain a CUP) is demonstrated in the map marked Attachment D.

ANALYSIS

In February 2025, after recent massage establishment CUP revocations, City Council

directed staff to create additional buffers to sensitive uses such as schools, public facilities and residential uses, and additional buffers to the city jurisdictional boundary. As noted above, the Planning Commission recommend that the City Council approve the proposed Zone Text Amendment with additional buffer distance requirements from sensitive uses and the jurisdictional boundary.

At the May 5, 2026 City Council regular meeting, the Council directed Staff to expand the distance requirements between new and existing massage establishments from 500 feet to 1,000 feet. The public hearing was continued to the June 2, 2026 meeting, and then continued again to the June 16, 2026 meeting, to provide time to make revisions to the Ordinance and provide maps and visual aids for discussion and consideration. Note that the June 2, 2026 agenda and staff report incorrectly list the continued date as June 23, 2026. At the June 2, 2026 meeting staff stated on the record that the item would be continued to the “next meeting,” defined as the next regularly scheduled City Council meeting, and thereafter posted notice of the new hearing date, June 16, 2026, on the public bulletin.

Currently, massage establishments may apply for a CUP in the Manufacturing, Commercial-Manufacturing, Commercial and Commercial-Residential zones. However, as depicted in Attachment D, the new buffer restrictions for massage establishments will now limit new massage establishments to only Manufacturing and Commercial-Manufacturing zones in the northwest part of the City. This will provide the necessary buffer from sensitive uses such as residential homes, schools and parks that are generally located on southeast part of South El Monte.

FINDINGS

Per SEMMC Section 17.03.150 (E)(3) and (F)(3), a recommendation by Planning Commission for approval of a Zone Text Amendment and a decision by City Council regarding such recommendation must each be based on the following findings:

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the city; Unregulated massage establishments have the potential to adversely affect the public health and safety of South El Monte residents. The amendment of land use regulations, in alignment with State requirements, specific only to future massage establishments vetted by the City’s licensing application process (SEMMC Chapter 5.22) and ultimately entitled through a conditional use permit (SEMMC Section 17.03.230) will assist in these efforts by requiring a 1000 foot separation from sensitive uses and other massage establishments and a 350 foot separation from the jurisdictional boundary.*
2. *The proposed change is in conformance with the purpose of this chapter and with all applicable, officially adopted policies and plans; The proposed amendment does not change the operational and security requirements and safeguards established in Chapter 5.22 to ensure future massage establishments and employees comply with state law for licensing. The proposed amendment provides a buffer distance from sensitive uses, other massage establishments, and the jurisdictional boundary in order to protect nearby sensitive uses and the general public health, safety, and welfare of the City. Thus the amendment is consistent with all applicable, officially adopted policies, regulations, and plans.*

3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified;* No new massage establishments are proposed as part of the Zone Text Amendment. Existing buildings and operational footprints of general retail buildings within the City are sufficient for potential new massage establishment uses, provided they meet the separation requirements and obtain the necessary permits. As such, the existing retail buildings do not require additional streets and public facilities nor impose undue strain on existing infrastructure and services. Proposed modifications to any new subject sites must meet all applicable Planning and Building & Safety regulations. Therefore, no change in service use will occur to the subject properties.
4. *All uses permitted when the property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question;* The proposed amendment will ensure that future uses meet all applicable standards and requirements per SEMMC Chapter 5.22 and Section 17.03.230 and thus will be compatible with present and future uses.

ENVIRONMENTAL ANALYSIS/DETERMINATION

Staff reviewed the proposed project in accordance with the California Environmental Quality Act (CEQA) guidelines and has determined that the project is exempt pursuant to CEQA Regulation 15061(b)(3). The amendment does not approve any development or construction, and any future projects will be subject to review pursuant to CEQA. The amendment does not allow for massage establishments to establish locations in the City without undergoing the licensing application process to receive a permit, nor increase the number of massage establishments, and does not change any building regulations or requirements that could have an environmental impact. In addition, Section 15061(b)(3) includes the general rule that CEQA only applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, no further action is required under CEQA.

ATTACHMENT(S):

- A. Massage Ordinance No. 1292
- B. Planning Commission Resolution No. 26-06
- C. March 25, 2026 Planning Commission Staff Report
- D. Massage Buffer Map
- E. May 5, 2026 City Council Staff Report

ATTACHMENT A

ORDINANCE NO. 1292

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE CITY COUNCIL ADOPTING ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE FROM JURISDICTIONAL BOUNDARIES TO 350 FEET AND A 1,000 FOOT BUFFER FROM ALL SENSITIVE USES AND OTHER MASSAGE BUSINESSES

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

WHEREAS, pursuant to California Constitution Article XI, section 7, the City of South El Monte (“City”) has the authority, under its police power, to enact regulations for the public health, safety, and welfare of the City; and

WHEREAS, in 2009, Senate Bill 731 created the California Massage Therapy Council (“CAMTC”) which limited cities’ ability to regulate massage establishments; and

WHEREAS, in 2015, AB 1147 restored the City’s ability to regulate massage establishments through land use and local licensing and health and safety requirements, subject to certain regulations; and

WHEREAS, the City amended the South El Monte Municipal Code (“SEMMC”) in 2014 to include Chapter 5.22 (Massage Establishments) to impose licensing requirements for massage establishments in the City; and

WHEREAS, in 2024, the City amended the SEMMC again to include Section 17.03.230 (Massage establishments) to impose location and zoning regulations including a 500-foot distance requirement between massage establishments; and

WHEREAS, although massage establishments have legal status like other professions, the City continues to find massage establishments in the City frequently are not conducted like professional businesses, despite certification by the CAMTAC; and

WHEREAS, the Los Angeles County Sheriff’s Department and the City’s Code Enforcement Department have found massage establishments in the City have consistently operated without the necessary permits and engaged in illicit activities such as prostitution and human trafficking; and

WHEREAS, when massage establishments participate in such activities, it can change neighborhood character, impact quality of life, impact the local economy, reduce property values, disproportionately absorb public resources, and damage public trust; and

WHEREAS, the City believes these public health, welfare, and safety issues can be addressed by increasing the distance between massage businesses and by imposing additional distance requirements from sensitive uses, such as parks, schools, day care centers, and residential areas; and

WHEREAS, on March 25, 2026, the South El Monte Planning Commission held a noticed public hearing and adopted Resolution No. 26-06 recommending City Council adoption of this Ordinance and ZTA No. 26-02; and

WHEREAS, the City Council held a noticed public hearing on this Ordinance on May 5, 2026 at which time it considered all testimony, both written and oral; and

WHEREAS, on May 5, 2026, the City Council continued its public hearing to June 2, 2026 and directed staff to include provisions to increase the locational criteria between massage establishments from 500 feet to 1,000 feet and provide additional maps and exhibits for discussion; and

WHEREAS, on June 2, 2026, the City Council continued its public hearing to June 16, 2026 to provide additional time to develop materials for review and discussion; and

WHEREAS, the City Council held a noticed public hearing on this Ordinance on June 16, 2026 at which time it considered all testimony, both written and oral; and

WHEREAS, the City Council finds that a 1,000-foot distance requirement from sensitive uses and a 350-foot distance requirement from the City's jurisdictional boundary will aid in protecting the public health, safety, and welfare, and that these new requirements will not preclude the establishment of new massage businesses and is not directed toward a particular business or owner; and

WHEREAS, a notice of public hearing was posted in the San Gabriel Valley Tribune on April 23, 2026 for the first reading of Ordinance No. 1292 considered by City Council on May 5, 2026.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: The Recitals set forth above are true and correct, are hereby adopted as findings, and are incorporated into the Ordinance.

SECTION 2: The City Council hereby approves the first reading of Ordinance No. 1292 which approves a ZTA to the SEMMC as set forth below.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Planning Commission Staff Report dated March 25, 2026 and the City Council Staff Reports dated May 5, 2026 and June 16, 2026, which are hereby incorporated into this Ordinance No. 1292 by reference, the City Council approves Planning Commission's recommendation to adopt ZTA 26-02 and approves the following Planning Commission findings

made pursuant to SEMMC Section 17.03.150 (E)(3):

- A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the city; and
- B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans.

SECTION 4: In accordance with SEMMC Section 17.03.150(A), the proposed ZTA is consistent with the City’s General Plan and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

SECTION 5: In accordance with SEMMC Section 17.03.150(C), the proposed ZTA does not relate to hazardous waste facilities and therefore shall be consistent with the portions of the County of Los Angeles hazardous waste management plan as approved November 30, 1989, relating to siting of and siting criteria for hazardous waste facilities.

SECTION 6: Based on the findings, City Council approves ZTA 26-02, attached hereto as Exhibit “A” amending the SEMMC as follows:

- A. Amend SEMMC Section 17.03.230 (Massage establishments) to impose 1,000-foot buffers from all sensitive uses and a 350-foot buffer from the jurisdictional boundary; and
- B. Amend SEMMC Section 17.03.230 (Massage establishments) to increase the distance required between massage establishments from 500 to 1,000 feet.

For the purposes of Exhibit A, ~~strikethroughs~~ represent deletions and double underline represents additions.

SECTION 7: Planning Commission determined, and the City Council agrees, that this project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Section 15061(b)(3) (common sense exemption), and a Notice of Exemption has been prepared. The exemption applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 8: If any section, subsection, sentence, clause, phrase or portion of this ordinance and/or the code adopted thereby is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The South El Monte City Council hereby declares that it would have adopted this ordinance and the code adopted thereby and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

SECTION 9: The City Clerk shall certify to the adoption of this Ordinance.

SECTION 10: Publication. The City Clerk is directed to cause this Ordinance to be published within fifteen (15) days of its passage in a newspaper of general circulation published and circulated within the City of South El Monte.

SECTION 11: Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 16th day of June, 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, City Clerk

APPROVED AS TO FORM:

Susie A. Altamirano, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1292, was duly introduced and placed upon its first reading at a regular meeting of the City Council of the City of South El Monte held on the 16th day of June, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia City Clerk

EXHIBIT A TO ORDINANCE NO. 1292

17.03.230 Massage establishments.

A. Location Criteria. A massage establishment may be located in any zone district which permits that particular use subject to the following exceptions and qualifications:

1. A massage establishment shall not be established or located within ~~five hundred one thousand~~ (1,000) feet of any existing massage establishment. The distance between any two massage establishments shall be measured in a straight line, without regard to the boundaries of the city and to intervening structures, from the closest point of each establishment.

[...]

3. A massage establishment shall not be established or located within one thousand (1,000) feet of any sensitive use, defined as K-12 schools, day care centers, religious institutions, parks, and residential-zoned property, and shall not be within three hundred and fifty (350) feet from the city’s jurisdictional boundary. The distance between any massage establishment sensitive use or jurisdictional boundary shall be the closest point between the two, measured in a straight line, without regard to the boundaries of the city and to intervening structures.

ATTACHMENT B

PLANNING COMMISSION

RESOLUTION NO. 26-06

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONE TEXT AMENDMENT (NO. 26-02), TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 MASSAGE ESTABLISHMENTS TO IMPOSE A BUFFER DISTANCE FROM JURISDICTIONAL BOUNDARIES TO 350 FEET AND A 1,000 FOOT BUFFER FROM ALL SENSITIVE USES

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

WHEREAS, pursuant to California Constitution Article XI, Section 7, the City of South El Monte ("City") has the authority, under its police power, to enact regulations for the public health, safety, and welfare of the City; and

WHEREAS, in 2009, Senate Bill 731 created the California Massage Therapy Council ("CAMTC"), which limited cities' ability to regulate massage establishments; and

WHEREAS, in 2015, AB 1147 restored the City's ability to regulate massage establishments through land use, local licensing, and health and safety requirements, subject to certain regulations; and

WHEREAS, the City amended the South El Monte Municipal Code ("SEMMC") in 2015 to include Chapter 5.22 (Massage Establishments) to impose licensing requirements for massage establishments in the City; and

WHEREAS, in 2024, the City amended the SEMMC again to include Section 17.03.230 (Massage establishments) to impose location and zoning regulations, including a 500-foot distance requirement between massage establishments; and

WHEREAS, although massage establishments have legal status like other professions, the Los Angeles County Sheriff's Department and the City's Code Enforcement Department have previously found massage establishments in the City operating without the necessary permits and engaging in unlawful massage services and illicit behavior; and

WHEREAS, unpermitted massage establishments also increase the risk of injury to massage clients due to improperly trained massage practitioners; and

WHEREAS, when massage establishments participate in illicit activities, it can change neighborhood character, impact quality of life, impact the local economy, reduce property values, disproportionately absorb public resources, and damage public trust; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its residents, visitors, and businesses by regulating unpermitted massage establishments and practitioners; and

WHEREAS, the City believes these public health, welfare, and safety issues can be addressed by imposing additional distance requirements from sensitive uses, such as parks, schools, day care centers, and residential areas; and

WHEREAS, the Planning Commission finds that a 1,000-foot distance requirement from sensitive uses and a 350-foot distance requirement from the City's jurisdictional boundary will aid in protecting the public health, safety, and welfare, and that these new requirements are consistent with the General Plan, will not preclude the establishment of new massage businesses, and is not directed toward a particular business or owner; and

WHEREAS, on March 25, 2026, the South El Monte Planning Commission held a noticed public hearing and adopted Resolution No. 26-06 recommending City Council adoption of this Ordinance and ZTA No. 26-02; and

WHEREAS, a notice of public hearing was posted in the San Gabriel Valley Tribune on March 5, 2026.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1. The Planning Commission of the City of South El Monte hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. This Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, California Code of Regulations Section 15061(b)(3) (common sense exemption), and a Notice of Exemption has been prepared. The exemption applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated March 25, 2026, which is hereby incorporated into this Resolution No. 26-06 by reference, the Planning Commission hereby finds, pursuant to SEMMC Section 17.03.150 (E)(3), that:

- A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City;
- B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans;
- C. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified; and

D. All uses permitted when the property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question.

SECTION 4. In accordance with SEMMC Section 17.03.150(A), the proposed ZTA is consistent with the City’s General Plan and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

General Plan Land Use Element

Policy 5.7: Review and revise, as necessary, the City’s development standards to improve the quality of new development in the City and to protect public health and safety.

SECTION 5. In accordance with SEMMC Section 17.03.150(C), the proposed ZTA does not relate to hazardous waste facilities and therefore shall be consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan, as approved November 30, 1989, relating to siting of, and siting criteria for, hazardous waste facilities.

SECTION 6. Based on the findings in Sections 3 through 5 of this Resolution, the Planning Commission adopts this Resolution No.26-06 recommending City Council adoption of ZTA 26-02, amending SEMMC Section 17.03.230 (Massage establishments) to read as shown in Exhibit “A,” attached to Ordinance No. XXXX.

SECTION 7. Any interested party may appeal this decision to the City Council pursuant to Section 17.03.130 (Public hearings—Procedure and conduct.)

ADOPTED this 25th day of March, 2026.



Chairman

ATTEST:



Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-06, was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 25th day of March, 2026, and that said Resolution was adopted by the following vote:

AYES: Commissioner(s): Retamoza, Rubio, Tang, Vice Chair Barrera and Chair Ortiz
NOES: Commissioner(s): None
ABSTAIN: Commissioner(s): None
ABSENT: Commissioner(s): None


Secretary

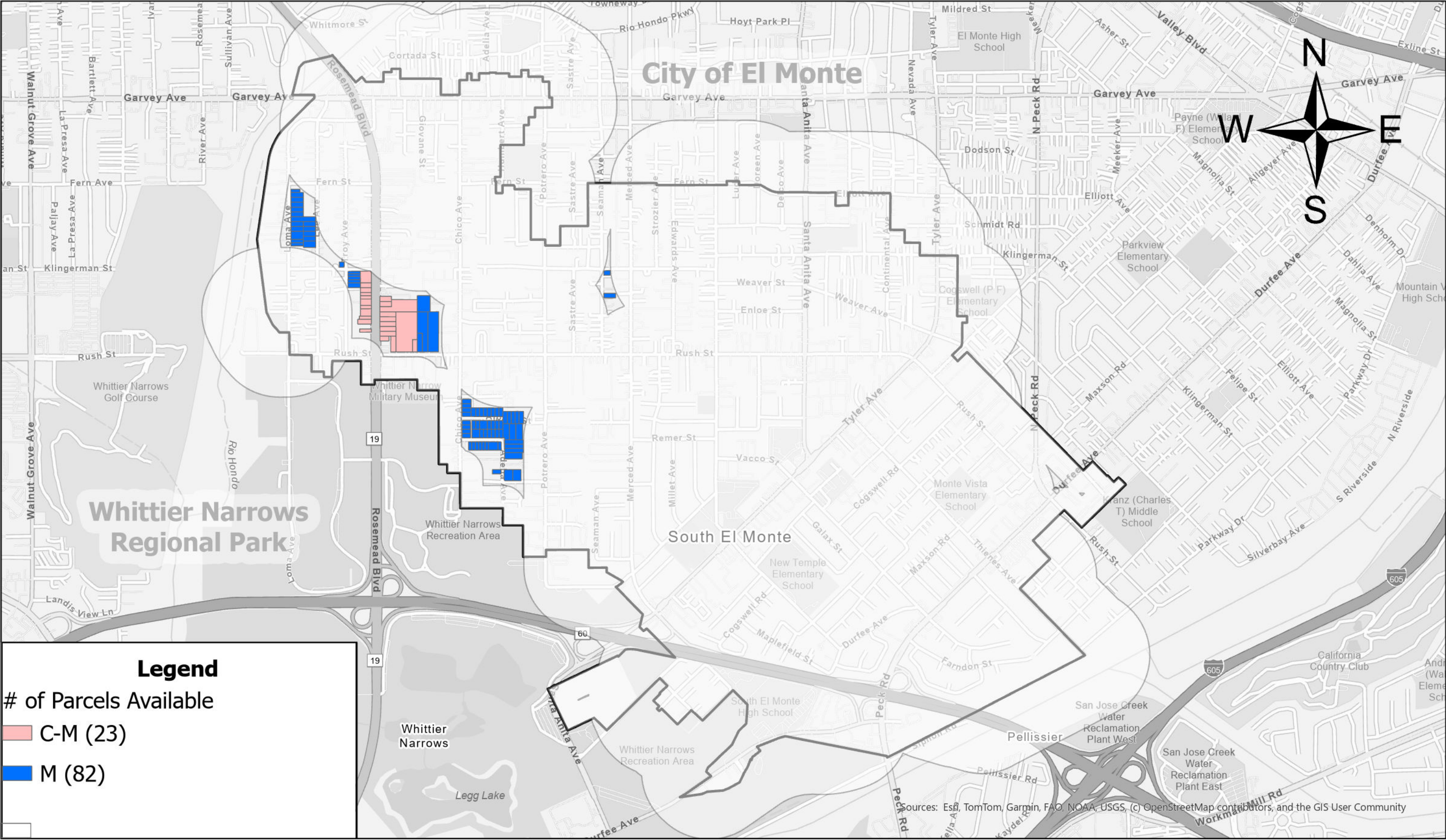
ATTACHMENT C

MARCH 25, 2026 PLANNING COMMISSION STAFF REPORT

The March 25, 2026 Planning Commission Staff Report, including all associated attachments, are available on the City's website under "Meeting Agendas and Minutes." The Direct Link to all viewable documents can be found here:

<https://southelmonteca.portal.civicclerk.com/event/582/files/report/2294>

Buffer of 350 Feet from SEM Boundary and 1000 Feet From Sensitive Uses





ATTACHMENT E

City Council Agenda Report Agenda Item No. 8.b.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1292 AFFIRMING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE ON MASSAGE BUSINESSES FROM THE JURISDICTIONAL BOUNDARIES OF 350 FEET AND A 1,000 FOOT BUFFER DISTANCE FROM ALL SENSITIVE USES

SUMMARY: Consideration to introduce by title only for first reading Ordinance No. 1292 amending Section 17.03.230 ("Massage Establishments") of Chapter 17.03 ("Permit Approval Procedures") of Title 17 ("Zoning"), approving Zone Text Amendment No. 26-02 ("ZTA 26-02") and establishing a 1,000-foot buffer distance from all sensitive uses in the City and a 350-foot buffer distance from the jurisdictional boundary to protect and preserve the public health, safety, and welfare.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Determine that Ordinance No. 1292 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption); and
4. Waive full reading and introduce Ordinance No. 1292 by title only to amend the South El Monte Municipal Code (SEMMC) Section 17.03.230 ("Massage Establishments") to establish a 1,000-foot buffer distance from all sensitive uses in the City and a 350-foot buffer distance from the City's jurisdictional boundary

FISCAL/FINANCIAL IMPACT: There is no anticipated fiscal impact to the City.

DISCUSSION: In 2009, California State Senate Bill 731 (Massage) created the California Massage Therapy Council (CAMTC), which limited cities' ability to regulate massage establishments. In 2015, California State Assembly Bill 1147 restored the City 's ability to regulate massage establishments through land use and local licensing and health and safety requirements.

In 2015, the City adopted Ordinance No. 1195, which amended the South El Monte Municipal Code ("SEMMC") to include Chapter 5.22 ("Massage Establishments") to impose licensing requirements for massage establishments. In 2024 the City amended SEMMC to impose location and zoning regulations, including a 500-foot distance requirement between massage establishments, and a Conditional Use Permit (CUP) requirement for all new massage establishments.

The City has had issues with massage establishments operating without the necessary permits or licensing and engaging in illicit activities such as prostitution and human trafficking. Most recently, the City went through the process to revoke a massage establishment's CUP, preventing further operation. The process to revoke these illicit massage establishments has disproportionately absorbed public resources and has led to potential other impacts on neighborhood character, quality of life, reduced property values and a damage of the public trust. These public health, welfare, and safety issues can be addressed by imposing additional distance requirements from sensitive uses, such as parks, schools, day care centers, and residential areas; and distance requirements from the city's jurisdictional boundary.

Section 17.03.260 specifies zoning and locational restrictions for massage establishments and requires that new establishments not be within 500 feet of an existing establishment. On March 25, 2026, the Planning Commission approved Resolution No. 26-06, (Attachment B) recommending that City Council adopt ZTA 26-02 establishing a buffer requirement for massage establishments of at least 350 feet from the City's jurisdictional boundary, and of at least 1,000 feet from the following sensitive uses:

- Day Care Centers
- Religious Institutions
- Schools
- Youth Centers
- Residential Zoned Properties
- Parks

The resulting area that massage establishments may be located (provided they obtain a CUP) is demonstrated in the map marked Attachment D.

ANALYSIS

In February 2025, after recent massage establishment CUP revocations, City Council directed staff to create additional buffers to sensitive uses such as schools, public facilities and residential uses, and additional buffers to the city jurisdictional boundary. As noted above, the Planning Commission recommend that the City Council approve the proposed Zone Text Amendment with additional buffer distance requirements from sensitive uses and the jurisdictional boundary.

Currently, massage establishments may apply for a CUP in the Manufacturing,

Commercial-Manufacturing, Commercial and Commercial-Residential zones. However, as depicted in Attachment D, the new buffer restrictions for massage establishments will now limit new massage establishments to only Manufacturing and Commercial-Manufacturing zones in the northwest part of the City. This will provide the necessary buffer from sensitive uses such as residential homes, schools and parks that are generally located on southeast part of South El Monte.

FINDINGS

Per SEMMC Section 17.03.150 (E)(3) and (F)(3), a recommendation by Planning Commission for approval of a Zone Text Amendment and a decision by City Council regarding such recommendation must each be based on the following findings:

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the city;* Unregulated massage establishments have the potential to adversely affect the public health and safety of South El Monte residents. The amendment of land use regulations, in alignment with State requirements, specific only to future massage establishments vetted by the City's licensing application process (SEMMC Chapter 5.22) and ultimately entitled through a conditional use permit (SEMMC Section 17.03.230) will assist in these efforts by requiring a 1000 foot separation from sensitive uses and a 350 foot separation from the jurisdictional boundary.
2. *The proposed change is in conformance with the purpose of this chapter and with all applicable, officially adopted policies and plans;* The proposed amendment does not change the operational and security requirements and safeguards established in Chapter 5.22 to ensure future massage establishments and employees comply with state law for licensing. The proposed amendment provides a buffer distance from sensitive uses and the jurisdictional boundary in order to protect nearby sensitive uses. Thus the amendment is consistent with all applicable, officially adopted policies, regulations, and plans.
3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified;* No new massage establishments are proposed as part of the Zone Text Amendment. Existing buildings and operational footprints of general retail buildings within the City are sufficient for potential new massage establishment uses, provided they meet the separation requirements and obtain the necessary permits. As such, the existing retail buildings do not require additional streets and public facilities nor impose undue strain on existing infrastructure and services. Proposed modifications to any new subject sites must meet all applicable Planning and Building & Safety regulations. Therefore, no change in service use will occur to the subject properties.
4. *All uses permitted when the property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question;* The proposed amendment will ensure that future uses meet all applicable standards and requirements per SEMMC Chapter 5.22 and Section 17.03.230 and thus will be compatible with present and future uses.

ENVIRONMENTAL ANALYSIS/DETERMINATION

Staff reviewed the proposed project in accordance with the California Environmental Quality Act (CEQA) guidelines and has been determined that the project is exempt pursuant to CEQA Regulation 15061(b)(3). The amendment does not approve any development or construction, and any future projects will be subject to review pursuant to CEQA. The amendment does not allow for massage establishments to establish

locations in the City without undergoing the licensing application process to receive a permit, nor increase the number of massage establishments, and does not change any building regulations or requirements that could have an environmental impact. In addition, Section 15061(b)(3) includes the general rule that CEQA only applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, no further action is required under CEQA.

ATTACHMENT(S):

- A. Massage Ordinance No. 1292
- B. Planning Commission Resolution No. 26-06
- C. March 25, 2026 Planning Commission Staff Report
- D. Massage Buffer Map
- E. PowerPoint - Massage Buffer Ordinance

ATTACHMENT A

ORDINANCE NO. 1292

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE CITY COUNCIL ADOPTING ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE FROM JURISDICTIONAL BOUNDARIES TO 350 FEET AND A 1,000 FOOT BUFFER FROM ALL SENSITIVE USES

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

WHEREAS, pursuant to California Constitution Article XI, section 7, the City of South El Monte (“City”) has the authority, under its police power, to enact regulations for the public health, safety, and welfare of the City; and

WHEREAS, in 2009, Senate Bill 731 created the California Massage Therapy Council (“CAMTC”) which limited cities’ ability to regulate massage establishments; and

WHEREAS, in 2015, AB 1147 restored the City’s ability to regulate massage establishments through land use and local licensing and health and safety requirements, subject to certain regulations; and

WHEREAS, the City amended the South El Monte Municipal Code (“SEMMC”) in 2014 to include Chapter 5.22 (Massage Establishments) to impose licensing requirements for massage establishments in the City; and

WHEREAS, in 2024, the City amended the SEMMC again to include Section 17.03.230 (Massage establishments) to impose location and zoning regulations including a 500-foot distance requirement between massage establishments; and

WHEREAS, although massage establishments have legal status like other professions, the City continues to find massage establishments in the City frequently are not conducted like professional businesses, despite certification by the CAMTAC; and

WHEREAS, the Los Angeles County Sheriff’s Department and the City’s Code Enforcement Department have found massage establishments in the City have consistently operated without the necessary permits and engaging in illicit activities such as prostitution and human trafficking; and

WHEREAS, when massage establishments participate in such activities, it can change neighborhood character, impact quality of life, impact the local economy, reduce property values, disproportionately absorb public resources, and the damage public trust; and

WHEREAS, the City believes these public health, welfare, and safety issues can be

addressed by imposing additional distance requirements from sensitive uses, such as parks, schools, day care centers, and residential areas; and

WHEREAS, on March 25, 2026, the South El Monte Planning Commission held a noticed public hearing and adopted Resolution No. 26-06 recommending City Council adoption of this Ordinance and ZTA No. 26-02; and

WHEREAS, the City Council held a noticed public hearing on this Ordinance on May ____, 2026 at which time it considered all testimony, both written and oral; and

WHEREAS, the City Council finds that a 1,000-foot distance requirement from sensitive uses and a 350-foot distance requirement from the City's jurisdictional boundary will aid in protecting the public health, safety, and welfare, and that these new requirements will not preclude the establishment of new massage businesses and is not directed toward a particular business or owner; and

WHEREAS, a notice of public hearing was posted in the San Gabriel Valley Tribune on May ____, 2026 for the first reading of Ordinance No. 1292 to be considered by City Council on May ____, 2026; and

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: The Recitals set forth above are true and correct, are hereby adopted as findings, and are incorporated into the Ordinance.

SECTION 2: The City Council hereby approves the first reading of Ordinance No. 1292 which approves a ZTA to the SEMMC as set forth below.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated May 5, 2026, which is hereby incorporated into this Ordinance No. 1292 by reference, the City Council approves Planning Commission's recommendation to adopt ZTA 26-02 and approves the following Planning Commission findings made pursuant to SEMMC Section 17.03.150 (E)(3):

- A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the city; and
- B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans.

SECTION 4: In accordance with SEMMC Section 17.03.150(A), the proposed ZTA is consistent with the City's General Plan and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

SECTION 5: In accordance with SEMMC Section 17.03.150(C), the proposed ZTA does not relate to hazardous waste facilities and therefore shall be consistent with the portions of the county

of Los Angeles hazardous waste management plan as approved November 30, 1989, relating to siting of and siting criteria for hazardous waste facilities.

SECTION 6: Based on the findings, City Council approves ZTA 26-02, attached hereto as Exhibit “A” amending the SEMMC as follows:

- A. Amend SEMMC Section 17.03.230 (Massage establishments) to impose 1,000-foot buffers from all sensitive uses and a 350-foot buffer from the jurisdictional boundary.

For the purposes of Exhibit A, ~~strikethroughs~~ represent deletions and double underline represents additions.

SECTION 7: Planning Commission determined, and the City Council agrees, that this project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Section 15061(b)(3) (common sense exemption), and a Notice of Exemption has been prepared. The exemption applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 8: If any section, subsection, sentence, clause, phrase or portion of this ordinance and/or the code adopted thereby is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The South El Monte City Council hereby declares that it would have adopted this ordinance and the code adopted thereby and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

SECTION 9: The City Clerk shall certify to the adoption of this Ordinance.

SECTION 10: Publication. The City Clerk is directed to cause this Ordinance to be published within fifteen (15) days of its passage in a newspaper of general circulation published and circulated within the City of South El Monte.

SECTION 11: Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this _____ day of May 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

Susie A. Altamirano, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1292 was duly introduced at a regular meeting of the City Council of the City of South El Monte held on the _____ day of May 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk

EXHIBIT A TO ORDINANCE NO. 1292

17.03.230 Massage establishments.

A. Location Criteria. A massage establishment may be located in any zone district which permits that particular use subject to the following exceptions and qualifications:

3. A massage establishment shall not be established or located within one thousand (1,000) feet of any sensitive use, defined as K-12 schools, day care centers, religious institutions, parks, and residential-zoned property, and shall not be within three hundred and fifty (350) feet from the city's jurisdictional boundary. The distance between any massage establishment sensitive use or jurisdictional boundary shall be the closest point between the two, measured in a straight line, without regard to the boundaries of the city and to intervening structures.

ATTACHMENT B

PLANNING COMMISSION

RESOLUTION NO. 26-06

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONE TEXT AMENDMENT (NO. 26-02), TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 MASSAGE ESTABLISHMENTS TO IMPOSE A BUFFER DISTANCE FROM JURISDICTIONAL BOUNDARIES TO 350 FEET AND A 1,000 FOOT BUFFER FROM ALL SENSITIVE USES

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

WHEREAS, pursuant to California Constitution Article XI, Section 7, the City of South El Monte ("City") has the authority, under its police power, to enact regulations for the public health, safety, and welfare of the City; and

WHEREAS, in 2009, Senate Bill 731 created the California Massage Therapy Council ("CAMTC"), which limited cities' ability to regulate massage establishments; and

WHEREAS, in 2015, AB 1147 restored the City's ability to regulate massage establishments through land use, local licensing, and health and safety requirements, subject to certain regulations; and

WHEREAS, the City amended the South El Monte Municipal Code ("SEMMC") in 2015 to include Chapter 5.22 (Massage Establishments) to impose licensing requirements for massage establishments in the City; and

WHEREAS, in 2024, the City amended the SEMMC again to include Section 17.03.230 (Massage establishments) to impose location and zoning regulations, including a 500-foot distance requirement between massage establishments; and

WHEREAS, although massage establishments have legal status like other professions, the Los Angeles County Sheriff's Department and the City's Code Enforcement Department have previously found massage establishments in the City operating without the necessary permits and engaging in unlawful massage services and illicit behavior; and

WHEREAS, unpermitted massage establishments also increase the risk of injury to massage clients due to improperly trained massage practitioners; and

WHEREAS, when massage establishments participate in illicit activities, it can change neighborhood character, impact quality of life, impact the local economy, reduce property values, disproportionately absorb public resources, and damage public trust; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its residents, visitors, and businesses by regulating unpermitted massage establishments and practitioners; and

WHEREAS, the City believes these public health, welfare, and safety issues can be addressed by imposing additional distance requirements from sensitive uses, such as parks, schools, day care centers, and residential areas; and

WHEREAS, the Planning Commission finds that a 1,000-foot distance requirement from sensitive uses and a 350-foot distance requirement from the City's jurisdictional boundary will aid in protecting the public health, safety, and welfare, and that these new requirements are consistent with the General Plan, will not preclude the establishment of new massage businesses, and is not directed toward a particular business or owner; and

WHEREAS, on March 25, 2026, the South El Monte Planning Commission held a noticed public hearing and adopted Resolution No. 26-06 recommending City Council adoption of this Ordinance and ZTA No. 26-02; and

WHEREAS, a notice of public hearing was posted in the San Gabriel Valley Tribune on March 5, 2026.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1. The Planning Commission of the City of South El Monte hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. This Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, California Code of Regulations Section 15061(b)(3) (common sense exemption), and a Notice of Exemption has been prepared. The exemption applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated March 25, 2026, which is hereby incorporated into this Resolution No. 26-06 by reference, the Planning Commission hereby finds, pursuant to SEMMC Section 17.03.150 (E)(3), that:

- A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City;
- B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans;
- C. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified; and

D. All uses permitted when the property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question.

SECTION 4. In accordance with SEMMC Section 17.03.150(A), the proposed ZTA is consistent with the City’s General Plan and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

General Plan Land Use Element

Policy 5.7: Review and revise, as necessary, the City’s development standards to improve the quality of new development in the City and to protect public health and safety.

SECTION 5. In accordance with SEMMC Section 17.03.150(C), the proposed ZTA does not relate to hazardous waste facilities and therefore shall be consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan, as approved November 30, 1989, relating to siting of, and siting criteria for, hazardous waste facilities.

SECTION 6. Based on the findings in Sections 3 through 5 of this Resolution, the Planning Commission adopts this Resolution No.26-06 recommending City Council adoption of ZTA 26-02, amending SEMMC Section 17.03.230 (Massage establishments) to read as shown in Exhibit “A,” attached to Ordinance No. XXXX.

SECTION 7. Any interested party may appeal this decision to the City Council pursuant to Section 17.03.130 (Public hearings—Procedure and conduct.)

ADOPTED this 25th day of March, 2026.



Chairman

ATTEST:



Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-06, was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 25th day of March, 2026, and that said Resolution was adopted by the following vote:

AYES: Commissioner(s): Retamoza, Rubio, Tang, Vice Chair Barrera and Chair Ortiz
NOES: Commissioner(s): None
ABSTAIN: Commissioner(s): None
ABSENT: Commissioner(s): None


Secretary

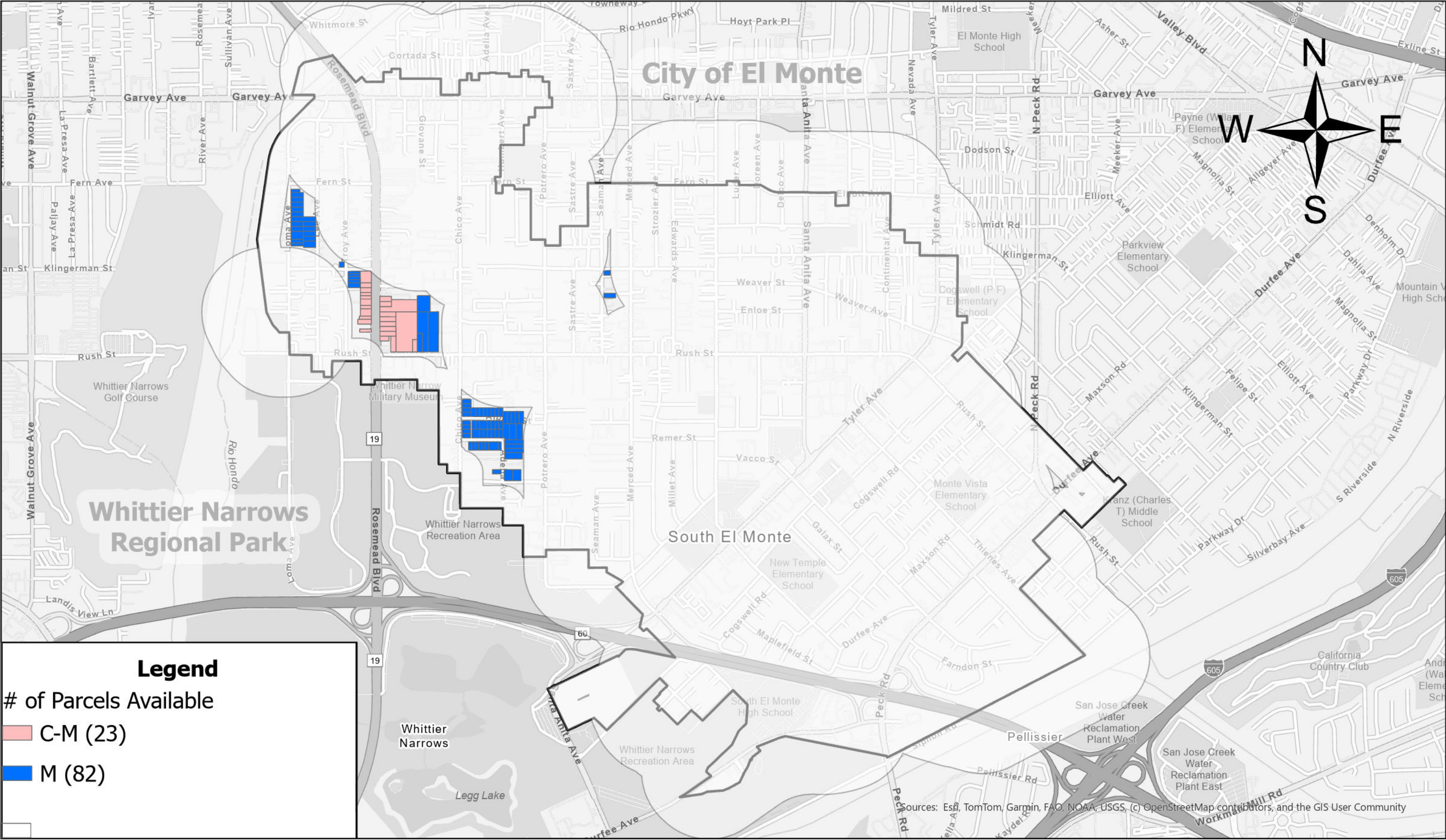
ATTACHMENT C

MARCH 25, 2026 PLANNING COMMISSION STAFF REPORT

The March 25, 2026 Planning Commission Staff Report, including all associated attachments, are available on the City's website under "Meeting Agendas and Minutes." The Direct Link to all viewable documents can be found here:

<https://southelmonteca.portal.civicclerk.com/event/582/files/report/2294>

Buffer of 350 Feet from SEM Boundary and 1000 Feet From Sensitive Uses



Ordinance No. 1292 (ZTA 26-02)

Massage Ordinance Update

May 5, 2026



Background

- Historically, the City has had issues with massage businesses operating without the necessary permits or licensing and engaging in illicit activities.
- The process to revoke these illicit massage establishments has disproportionately absorbed public resources and has led to other potential impacts on neighborhood character, quality of life, reduced property values and damage to public trust.
- In February 2025, after recent massage establishment CUP revocations, City Council directed staff to create additional buffers to sensitive uses.
- On March 25, 2026, the Planning Commission adopted Resolution No. 25-06 to recommend the City Council adopt an ordinance to approve the Zone Text Amendment No. 26-02.



Analysis

Existing

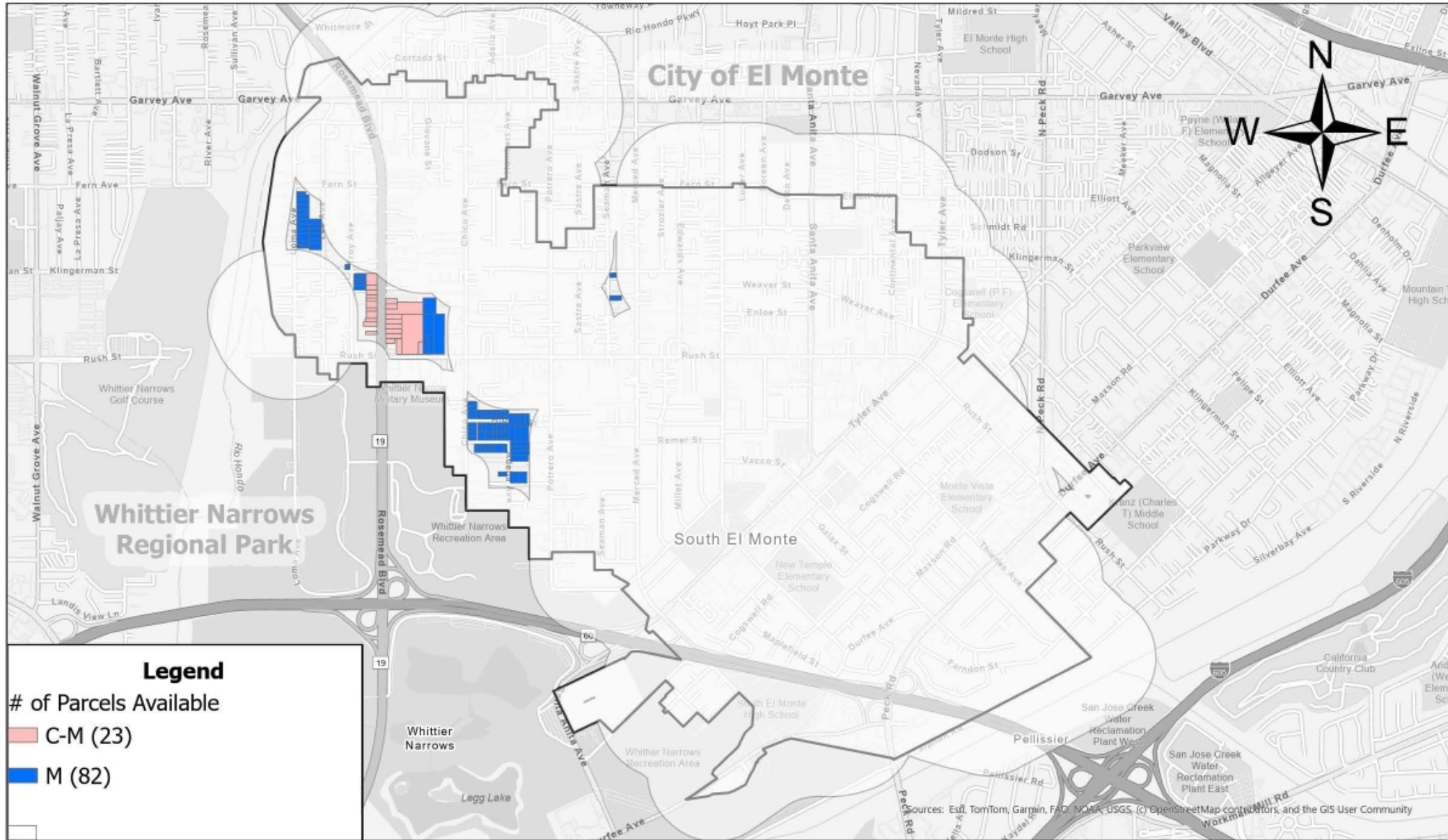
- Section 17.03.260 of the SEMMC already requires that new massage establishments not be within 500 feet of an existing establishment.
- Massage establishments may apply for a CUP in the Manufacturing (M), Commercial-Manufacturing(C-M), Commercial (C) and Commercial-Residential (C-R) zones.

Proposed

- 1,000 feet from the following sensitive uses:
 - Day Care Centers
 - Religious Institutions
 - Schools
 - Youth Centers
 - Residential Zoned Properties
 - Parks
- 350 feet from the City's jurisdictional boundary
- Buffer from sensitive uses such as residential homes, schools and parks that are generally located in the southeast part of South El Monte.



Buffer of 350 Feet from SEM Boundary and 1000 Feet From Sensitive Uses



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



CEQA & Public Hearing

CEQA:

- Project exempt pursuant to Section 15061(b)(3) (“Comment Sense Exemption”) of the California Environmental Quality Act (CEQA) Guidelines
 - Does not allow for any specific development
 - Future projects would be subject to individual review
 - Does not introduce new type of land use

Public Notice:

- Published in the San Gabriel Valley Tribune
 - March 25, 2026 Special Planning Commission - March 5, 2026
 - May 5, 2026 City Council - April 23, 2026
- No comments received



Conclusion

The proposed amendment would not create a negative impact on surrounding uses, as all future massage establishments must still abide by SEMMC Chapter 5.22, SEMMC Section 17.03.230 and all applicable state requirements

Recommendation:

1. Determine that Ordinance No. 1292 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption).
2. Waive full reading and introduce Ordinance No. 1292 by title only to amend the South El Monte Municipal Code (SEMMC) Section 17.03.230 (“Massage Establishments”) to establish a 1,000-foot buffer distance from all sensitive uses in the City and a 350-foot buffer distance from the City’s jurisdictional boundary.





City Council Agenda Report Agenda Item No. 10.a.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: **CONTINUED FROM THE JUNE 2, 2026, REGULAR CITY COUNCIL MEETING:** CONSIDERATION AND ADOPTION OF ORDINANCE NO. 1294, AMENDING SECTION 5.24.180 OF CHAPTER 5.24 OF TITLE 5 IMPOSING A 500-FOOT NON-SOLICITATION BUFFER AROUND K-12 SCHOOLS IN THE CITY

SUMMARY: Consideration to adopt Ordinance No. 1294 amending Section 5.24.180 (“Manner of Solicitation” attachment C) of Chapter 5.24 (“Solicitation”) of Title 5 (“Business Taxes, Licenses and Regulations”), establishing a 500-foot non-solicitation buffer around K-12 schools in the City to protect and preserve the public health, safety, and welfare.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that Ordinance No. 1294 is a constitutionally permissible and necessary time, place, and manner regulation; and
2. Waive the full reading and adopt Ordinance No. 1294 by title only to amend the South El Monte Municipal Code (SEMMC) Section 5.24.180 (“Manner of Solicitation”) to prohibit solicitation activities within 500-feet of K-12 schools.

FISCAL/FINANCIAL IMPACT: No anticipated financial impact.

DISCUSSION: City Council directed staff to bring an ordinance prohibiting solicitation within 500 feet of all K-12 schools in the City to protect public health, safety, and welfare. On May 5, 2026 the City Council conducted a public hearing, waived the full reading and introduced Ordinance No. 1294 by title only, amending Section 5.24.180 of Chapter 5.24 of Title 5 imposing a 500-foot non-solicitation buffer around K-12 schools in the City.

Currently, City Code Enforcement officers and City-contracted Parking Enforcement

officers assist the following K-12 schools with daily traffic control during the busiest times for student drop-off and pick-up:

- New Temple Elementary
- Monte Vista School
- Miramonte Elementary
- Dean L. Shively Middle School
- South El Monte High School
- Epiphany Catholic School

On occasion, solicitors are present during these hours, creating potential hazards by walking between vehicles temporarily stopped in the street, disrupting traffic flow, distracting parents and children, and causing crowding on sidewalks. This hazardous behavior not only raises public health, safety, and welfare issues, but also risks additional expenditure of public resources. Adopting a distance and time regulation that prohibits solicitation within 500 feet of K-12 schools will protect students, parents, and school employees and ensure efficient and safe traffic flow.

This Ordinance will prohibit all solicitation within 500 feet of K-12 schools within thirty minutes of school starting or ending, including any break periods during school hours. Solicitors, provided they obtain a City permit, will still be able to solicit near schools in the early morning and afternoon hours and in areas depicted in the attached map (Attachment B). Note that Loma Elementary School is included on the map, but is currently closed.

FINDINGS:

Pursuant to the First Amendment of the U.S. Constitution, and subject to the regulations under SEMMC Chapter 5.24 (“Solicitation”), people may solicit for any commercial, charitable, or other purpose in the City, but must first apply for and obtain a solicitation permit. The City may adopt Ordinance No. 1294 further regulating solicitation if the new regulation is content-neutral and (1) serves a legitimate public interest; (2) is narrowly tailored to serve that interest; and (3) leaves open alternative channels for communication.

1. *The Ordinance is Content-Neutral.* The Ordinance does not regulate solicitation based on the content of speech. The new regulation expressly provides that the 500-foot distance requirement applies to all solicitation, including “any commercial, noncommercial, charitable, religious, civic, political, or non-political purpose or activity... .”
2. *The Ordinance Serves a Legitimate Public Interest.* The City has a legitimate public interest in protecting and preserving public health, safety, and welfare. Solicitation activities within 500 feet of schools during school hours create a public hazard to students, parents, teachers, administrators, and the general public, and the City has a duty and legitimate interest in addressing public hazards.
3. *The Ordinance is Narrowly Tailored to Serve that Interest.* The Ordinance only prohibits solicitation activities during times and at locations when they are considered hazardous to the general public. Further streamlining this Ordinance invites continued risks to the public health, safety, and welfare around schools and impacts on traffic around schools.
4. *The Ordinance Leaves Open Alternative Channels for Communication.* As noted in the attached map, people may solicit in most other areas in the City and are

able to solicit near schools outside the times when such activity is prohibited, including early morning and late afternoon hours.

CONCLUSION:

Staff recommends the City Council waive the full reading and introduce Ordinance No. 1294 by title only and find that it is a permissible and necessary time, place, and manner regulation on solicitation. A Notice of Public Hearing was published on April 20, 2026, in the San Gabriel Valley Tribune.

ATTACHMENT(S):

- A. SEM_School Buffer Ordinance No. 1294 Solicitation
- B. Solicitation 500ft_3
- C. SEMMMC Section 5.24.180 (Manner of Solicitation)
- D. PowerPoint - Solicitation Buffer Ordinance

ORDINANCE NO. 1294

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
AMENDING THE SOUTH EL MONTE MUNICIPAL CODE
SECTION 5.24.180 (MANNER OF SOLICITATION) TO
IMPOSE A 500-FOOT NON-SOLICITATION BUFFER
AROUND K-12 SCHOOLS

WHEREAS, pursuant to California Constitution Article XI, Section 7, the City of South El Monte (“City”) has the authority, under its police power, to enact regulations for the public health, safety, and welfare of the City; and

WHEREAS, the City may regulate constitutionally protected speech if the regulations are content-neutral and (1) serve a legitimate public interest; (2) are narrowly tailored to serve that interest; and (3) leave open alternative channels for communication; and

WHEREAS, City code enforcement officers and City-contracted parking officers assist six schools in the City with daily traffic control during the busiest times for student drop-off and pickup; and

WHEREAS, solicitors are sometimes present during these times, walking in between cars stopped in the street, speaking with drivers, disrupting traffic flow, distracting parents and children, and causing crowding on sidewalks; and

WHEREAS, to alleviate any impact on traffic and maintain the public safety and welfare around schools, the City seeks to prohibit all solicitation activities within 500-feet of school campuses; and

WHEREAS, the City Council held a noticed public hearing on this Ordinance on May 5, 2026, at which time it considered all testimony, both written and oral; and

WHEREAS, the City Council finds that a 500-foot non-solicitation buffer from schools will aid in protecting the public health, safety, and welfare; and

WHEREAS, a notice of public hearing was posted in the San Gabriel Valley Tribune on April 20, 2026, for the first reading of Ordinance No. 1294 to be considered by City Council on May 5, 2026.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: The above recitals are true and correct and are hereby adopted as findings, and are incorporated into this Ordinance by this reference.

SECTION 2: Based on the record of the hearing, including all information presented at the hearing and the staff report dated May 5, 2026, which is hereby incorporated into this Ordinance No. 1294 by reference, the City Council finds a 500-foot non-solicitation buffer around schools is a permissible, content-neutral time, place, and manner regulation because it adheres to the following requirements:

- A. It serves a legitimate public interest;
- B. It is narrowly tailored to serve that interest; and
- C. It leaves open alternative channels for communication.

SECTION 3: Based on the foregoing, the City Council hereby introduces this Ordinance, imposing a 500-foot non-solicitation buffer around K-12 schools in the City, as a permissible and necessary time, place, and manner regulation to protect the public health, safety, and welfare.

SECTION 4: Section 5.24.180 (Manner of solicitation) of Chapter 5.24 (Solicitation) of Title 5 (Business Taxes, Licenses and Regulations) of the South El Monte Municipal Code is hereby amended to add a subsection “K,” to read in its entirety as follows:

- “K. No person shall solicit for any commercial, noncommercial, charitable, religious, civic, political, or non-political purpose or activity within five hundred (500) feet of any K-12 school within thirty minutes of school starting or within thirty minutes of school ending, including any break periods during school hours.”

SECTION 5: Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance and/or the code adopted thereby is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The South El Monte City Council hereby declares that it would have adopted this Ordinance and the code adopted thereby, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

SECTION 6: The City Clerk shall certify to the adoption of this Ordinance.

SECTION 7: Publication. The City Clerk is directed to cause this Ordinance to be published within fifteen (15) days of its passage in a newspaper of general circulation published and circulated within the City of South El Monte.

SECTION 8: Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 16th day of June, 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

Susie A. Altamirano, City Attorney

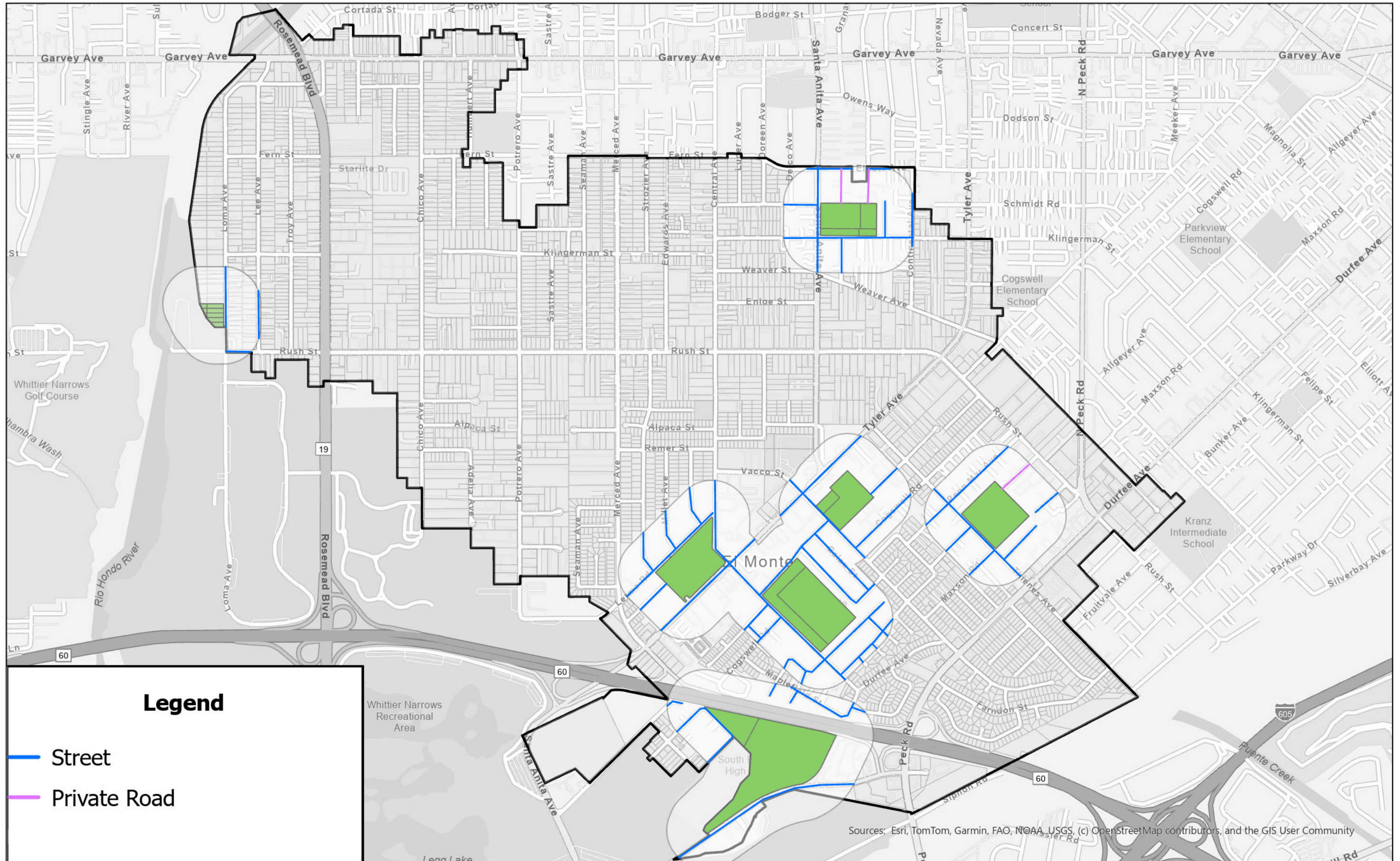
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance No. 1294, was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 5th day of May, 2026, and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 16th day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk

Solicitation 500-ft Buffer From K-12 Schools



§ 5.24.180. Manner of solicitation.

- A. No person shall solicit without a permit or an identification card.
- B. No person shall allow any person under sixteen years of age to solicit after six p.m. unless accompanied by a parent, guardian or other responsible adult, nor shall any person under the age of sixteen years solicit after such time unless accompanied by a parent, guardian or other responsible adult.
- C. No person shall solicit at any dwelling, including but not limited to a house, apartment or condominium where there is a sign indicating "No Solicitations," "Do Not Disturb," or any other indication that the occupants do not wish to be solicited or in any other way have their privacy disturbed.
- D. No person to whom a permit has been issued under this chapter, nor any of the agents or solicitors of such person, shall touch, come into physical contact with, or affix any object to the person of any member of the public, without first receiving express permission therefor from such member of the public.
- E. No person to whom a permit has been issued under this chapter, nor any of the agents or solicitors of such person, shall persistently and importunately solicit any member of the public after such member of the public expresses his or her desire not to be solicited.
- F. No person to whom a permit has been granted under this chapter, nor any of the agents or solicitors of such person, shall intentionally or deliberately obstruct the free movement of any person on any street, sidewalk or other place or in any place open to the public generally.
- G. No person to whom a permit has been granted under this chapter, nor any of the agents or solicitors of such person, shall solicit from a captive audience. "Captive audience" is defined as purposefully stationary persons, such as persons in lines or seated in public places.
- H. No person shall threaten any injury or damage to any person who declines to be solicited.
- I. No person shall accept food stamps as a contribution.
- J. No person shall misrepresent his or her mental health while soliciting.
(Prior code §7-6-18; Ord. 703 §2, 1984; Ord. 788 §1, 1987)

Ordinance No. 1294 - Solicitation Buffer Around K-12 Schools



City Council Meeting
May 5, 2026



Presentation Outline:

- ✓ Background
- ✓ Non-Solicitation Distance and Time Restrictions
- ✓ Constitutional Requirements
- ✓ Solicitation Buffer Map



Background

- ✓ Currently, under South El Monte Municipal Code (SEMMC) Chapter 5.24 (Solicitation), people may solicit for any commercial, charitable, or other purpose in the City, but must obtain a solicitation permit.
- ✓ Solicitors are often present near schools during drop-off and pick-up, creating congestion and potential traffic and pedestrian hazards.
- ✓ City Council directed staff to bring an ordinance prohibiting solicitation within 500 feet of all K-12 schools in the City to protect the public health, safety, and welfare.



Background

- ✓ Solicitation near schools disrupts traffic and flow, distracts parents and children, and causes crowding on sidewalks.
- ✓ The City currently expends public resources to assist with traffic control at the following schools:
 - ◆ New Temple Elementary
 - ◆ Monte Vista School
 - ◆ Miramonte Elementary
 - ◆ Dean L. Shively Middle School
 - ◆ South El Monte High School
 - ◆ Epiphany Catholic School



Non-Solicitation Buffer Ordinance

- ✓ Adopting a **distance** and **time** regulation that prohibits solicitation near K-12 schools will protect students, parents, and school employees and ensure efficient and safe traffic flow.
- ✓ This Ordinance will prohibit all solicitation **within 500 feet** of K-12 schools, **within thirty minutes** of school starting or ending, including any break periods during school hours.
- ✓ Solicitors will still be able to solicit near schools in the early morning and afternoon hours provided they obtain a City permit.



Non-Solicitation Ordinance

- ✓ Many cities have adopted solicitation ordinances that require a permit and or impose location and hour restrictions.
- ✓ Example jurisdictions include:
 - ✓ Glendora
 - ✓ Claremont
 - ✓ West Covina
 - ✓ San Gabriel



Constitutional Requirements

- ✓ The U.S. Constitution protects the rights of people to solicit in public. However, the City may impose reasonable time, place, and manner regulations on solicitation.
- ✓ The City may adopt the Ordinance regulating this activity if the new regulation is
 - (1) content-neutral;
 - (2) serves a legitimate public interest;
 - (3) is narrowly tailored to serve that interest; and
 - (4) leaves open alternative channels for communication.



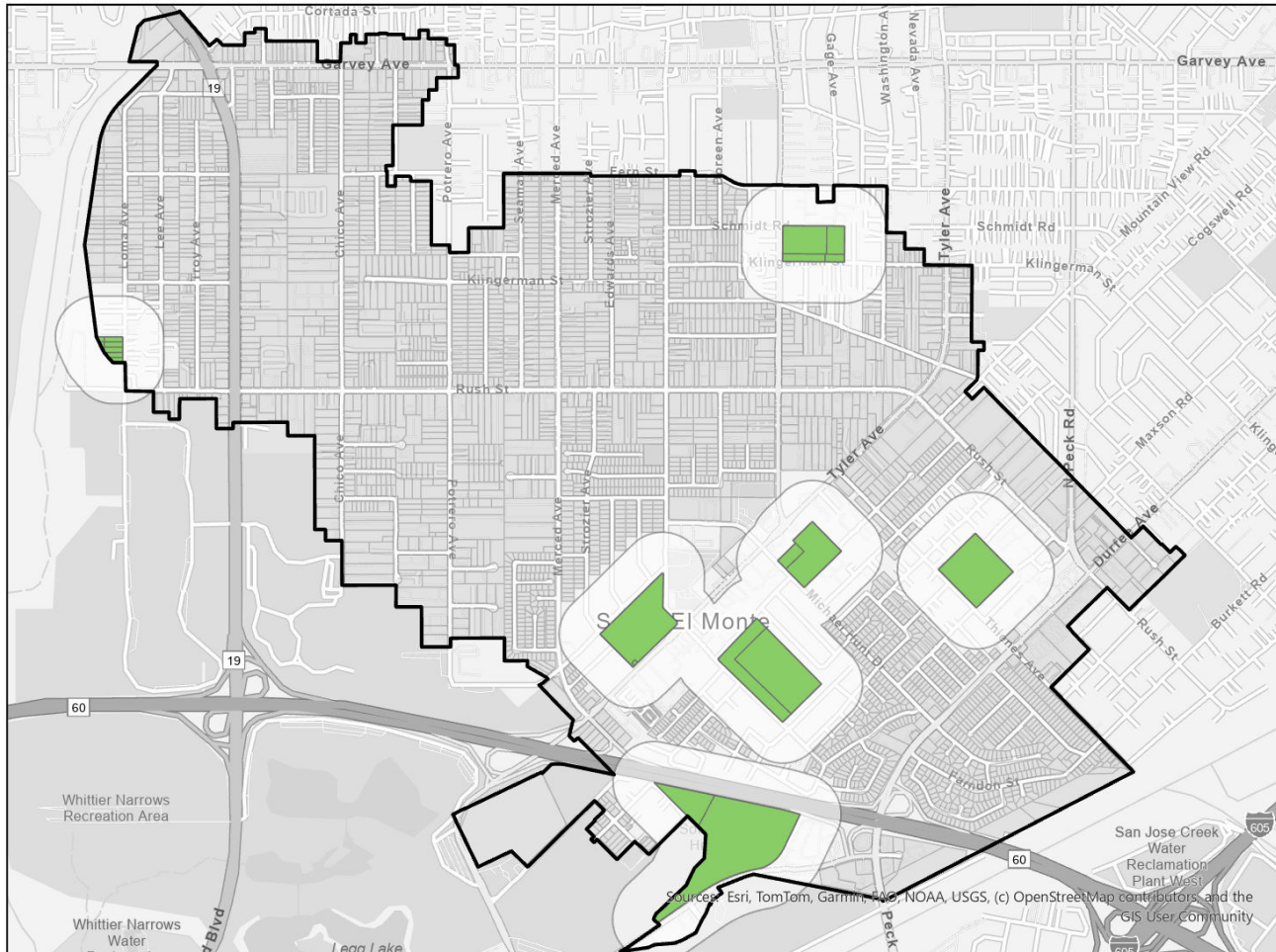
Constitutional Requirements

- ◆ The Ordinance is content-neutral because it applies to all solicitation and does not regulate solicitation based on the content of speech.
- ◆ The Ordinance serves a legitimate public interest because the City has a duty and legitimate interest in addressing public hazards.
- ◆ The Ordinance is narrowly tailored because it only prohibits solicitation activities during certain times and locations where the activity is particularly hazardous.
- ◆ The Ordinance leaves open alternative channels for communication because people may solicit in most other areas in the City and near schools outside the times when such activity is prohibited.



Solicitation Buffer Map

Solicitation 500-foot Buffer from K-12 Schools



Recommendation:

- Hold a public hearing; and
- Introduce for first reading, by title only, Ordinance no. 1294 amending the South El Monte Municipal Code Section 5.24.180 (“Manner of Solicitation”) to prohibit solicitation activities within 500-feet of K-12 schools.





City Council Agenda Report Agenda Item No. 10.b.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Iyob Tessema, Director of Human Resources & Risk Management

SUBJECT: **CONTINUED FROM THE JUNE 2, 2026, REGULAR CITY COUNCIL MEETING:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-041 AND RESOLUTION NO. 26-042 CREATING NEW CLASSIFICATIONS AND UPGRADING A CERTAIN JOB DESCRIPTION AND COMPENSATION

SUMMARY: The City Council is being asked to approve resolutions related to the upgrade of the existing classification and the establishment of a new classification to replace an existing position title with the City's classification plan in order to align job classifications with current operational needs.

The proposed Senior Community Services Analyst classification is an upgrade of the existing Community Services Analyst position to reflect expanded duties being performed across both the Community & Senior Services and Economic Development Departments.

The proposed Community Development Manager classification establishes a new classification to replace the existing Planning Manager classification, reflecting the broader scope of community development, permitting, and contractor oversight functions currently associated with the position.

Approval of the attached resolutions would authorize the adoption of the associated job descriptions, implementation of classification changes, and approval of the associated compensation adjustment for the upgraded classification.

RECOMMENDED ACTION: Staff recommends that the City Council:

1. Adopt Resolution No. 26-041 approving the upgrade of the Community Services Analyst classification to Senior Community Services Analyst, including approval of the associated job description and compensation adjustment; and
2. Adopt Resolution No. 26-042 approving the creation of the Community Development Manager classification to replace the currently budgetarily aligned

Planning Manager Classification, including the approval of the associated job description.

FISCAL/FINANCIAL IMPACT: The proposed classification upgrade for the Community Services Analyst position to Senior Community Services Analyst would result in an annual salary increase from \$96,884/ year to \$108,511/ year representing approximately a 12% increase. Benefits will remain the same and are accounted as part of the Budget balancing presentation.

The proposed creation of the Community Development Manager classification is budgetarily neutral. The position will remain aligned with the existing Planning Manager salary of \$128,146.72/year, with no change to salary, benefits, or retirement obligations.

DISCUSSION:

Staff is presenting two distinct classification actions:

1. An upgrade of an existing classification based on expanded duties performed by the incumbent Nancy Rodriguez; and
2. A new classification that replaces an existing classification title to better reflect the current operational responsibilities currently being performed by Tiffany Ho.

Senior Community Services Analyst – Staff recommends approval of an upgrade to the existing Community Services Analyst classification, resulting in the new Senior Community Services Analyst Classification.

The position of Community Services Analyst is currently held by Nancy Rodriguez. While in the role she has experienced a significant expansion of duties over the past two years. While originally assigned to support the Community & Senior Services Department, the position now also provides ongoing operational and programmatic support to the Economic Development Department.

Responsibilities have expanded to include additional tasks, duties and responsibilities: such as; but not limited to, advanced Artificial Intelligence support, web-based media exposure of Economic Development efforts, more assertive use Internet connectivity to apprise City Operations with the resident community at large.

These expanded responsibilities exceed the scope of the existing Community Services Analyst classification. Nancy Rodriguez has been performing these expanded duties for approximately two years and has been receiving out-of-class pay during that period.

The proposed classification adjustment includes a salary increase from \$96,884 annually to \$108,511 annually, representing a 12 percent adjustment, with corresponding benefit and retirement cost adjustments.

The Community Services position being vacated will not be filled at this time. As such, this action does not create a new position or increase staffing levels.

Approval of the proposed resolution would authorize implementation of the new classification, updated job description, and associated compensation adjustment.

Community Development Manager – Staff recommends approval of the creation of the Community Development Manager classification which will replace the existing budgetarily aligned Planning Manager classification.

This action is primarily intended to update the classification title and job description to reflect the broader scope of responsibilities currently associated with the position.

Tiffany Ho is functioning as both the Planning Manager and the Community Development Manager. Under the proposed reclassification, her role, tasks and responsibilities would be expanded to also include business permits and oversight of outside contractors.

This classification change is budgetarily neutral. The position would remain aligned with the existing Planning Manager salary of \$128,146.72 annually, with no change to salary, benefits, retirement contributions, or total personnel costs.

Approval of the proposed resolution would authorize creation of the Community Development Manager classification and adoption of the associated job description. Approval of this action will not result in the creation of a new funded position.

ATTACHMENT(S):

- A. Resolution No. 26-041, Senior Community Services Analyst
- B. Class Spec_Senior Community Services Analyst
- C. Resolution No. 26-042, Community Development Manager
- D. Class Spec_Community Development Manager
- E. Salary Schedule

ATTACHMENT A

RESOLUTION NO. 26-041

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING AND IMPLEMENTING THE SENIOR COMMUNITY SERVICES ANALYST CLASSIFICATION AND APPROVING ASSOCIATED CLASS SPECIFICATION

WHEREAS, pursuant to City of South El Monte (“City”) Municipal Code section 2.64.040 the City Manager is responsible for preparation and maintenance of a classification plan consisting of job specifications for all classifications in the City’s classified service; and

WHEREAS, the City Manager recommends adopting and implementing the position of Senior Community Services Analyst in an effort to restructure the organization to better meet the present and future needs of the City; and

WHEREAS, the City Manager recommends the City adopt the class specification and salary range for the position of Senior Community Services Analyst; and

WHEREAS, the City has or will meet and confer with any affected employee organization regarding the implementation of the class specification, salary, and any other substantial changes.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL DOES HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The South El Monte City Council hereby approves the adoption and implementation of a new classification of Senior Community Services Analyst, and adopts the job description for the position, a copy of which is attached hereto as Exhibit A.

SECTION 3. The South El Monte City Council hereby approves the salary for the Senior Community Services Analyst classification in the amount of \$108,511 annually.

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

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

SECTION 6. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 16th day of June 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-041, was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on the 16th day of June 2026, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Adrian Garcia, MMC, City Clerk

ATTACHMENT B

FLSA: NON-EXEMPT

SENIOR COMMUNITY SERVICES ANALYST

DEFINITION

Under general direction, performs a variety of professional analyses, surveys, and studies involving administrative, financial, personnel, and statistical data; performs administrative and analytical functions in support of City programs and services; coordinates public and news media relations; promotional efforts including writing and editing marketing and informational materials; oversees City Website with assistance from departments, collaborates with local businesses and external organizations on promotional initiatives, and researches emerging Artificial Intelligence (AI) technologies with other social media platforms; edits departmental publications; prepares staff reports, perform related work as required. This classification is assigned to work in the City's Community Services Department. This position also serves as a primary communications and digital media resource for the City.

SUPERVISION RECEIVED AND EXERCISED

The Senior Community Services Analyst provides cross-departmental support to Community Services and Economic Development Departments and is a senior classification that works with minimal supervision and may provide direction and supervision over assigned support staff.

CLASS CHARACTERISTICS

The Senior Community Services Analyst is a professional classification which performs difficult analytical assignments, conducts complex studies, and is assigned professional level projects to research, analyze, and make appropriate recommendations to decision-making authorities such as Community Services Director and/or Manager, other Departmental Directors, and which may also include the levels of Deputy City Manager and City Manager.

To perform the full range of complex, responsible, and varied professional, advanced, Senior level analytical duties and responsibilities in support of a City department, division, and/or program area; to assume responsibility for the management and administration of significant City programs, projects, functions, and/or service area; to provide sound, professional recommendations for action and significant assistance in policy, procedure, work methods, and budget development and implementation for the area of assignment; and to coordinate assigned activities with other divisions, outside agencies, and the general public.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, and conducts administrative or management surveys and analyses; researches and collects required information as part of staff reports and correspondence.

- Coordinates and promotes City programs and services, depending upon departmental assignment; acts as liaison with other agencies and other departments.
- Reviews, evaluates, and updates forms, policies, procedures, and manuals.
- Provides general administrative and management-level support in performing analyses of policies, procedures, and programs, and preparing data used in agenda reports, surveys, and studies; conducts budget analyses of specific programs and services.
- Provides assistance with annual budget preparation; budgetary monitoring and control; revenue and expenditure forecasting and research; prepare equipment and personnel justifications.
- Designs and prepares informational materials and literature in graphics, photography and videography for City programs, events, and marketing efforts.
- Research contract service and supply needs; develop and negotiate contract terms; monitor contract compliance; mediate user/provider complaints; conduct on-site inspections to determine need or compliance; provide information to the public on contracts available loan or grant programs for Recreation and
- May serve as a team member or trainer on projects, or assist other analysts, or may independently complete a segment of a more complex study.
- Monitor and oversee the Parks & Recreation Online Registration Software
- Coordinates public and news media relations; marketing promotional efforts including writing and editing marketing and informational materials.
- Assist with coordinating departmental social media; assists with setting and implementing departmental internal and external communications strategy; edit departmental publications.
- Update and maintain City's website with the assistance of every department head
- Assigned to work in a Community Center and Senior Center as needed.
- Performs other duties as assigned by the City Manager.

QUALIFICATIONS

Knowledge of:

- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned areas of responsibility.
- Principles, practices, and methods of administrative, economic, and organizational analysis.
- Financial, statistical, and comparative analysis methods.
- Principles and practices of budget development and control in municipal setting.
- Business letter writing and the standard format for reports and correspondence.
- Modern office practices, methods, and computer equipment and applications related to the work, department, and assignment being performed.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations, and the public.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Principles and practices of sound business communications.

Ability to:

- Recommend and implement goals, objectives, and practices for providing effective and efficient services to both internal and external customers.
- Analyze administrative and operational problems, evaluate alternatives, reach sound conclusions, and make appropriate recommendations.
- Participate in the preparation of department budget, including gathering and analyzing data related to expenditures and projected charges and monitoring budget expenditures and revenues.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Maintain confidentiality and exercise good judgement and discretion in the handling and processing confidential information and data.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Compose correspondence and reports independently with minimal instructions.
- Research, analyze, and summarize data and prepare accurate and logical written reports.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Administer and participate in surveys; draft and present study findings and conclusions.
- Establish and maintain effective working relationships with applicants, staff, management, vendors, consultants, brokers, the City Attorney, the general public, and others encountered in the course of the work.
- Organize and prioritize tasks to meet deadlines.
- Operate a personal computer for and use word processing, spreadsheets, graphics and other applications software.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Perform related duties as required.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a Bachelor's degree from accredited four-year college or university in business administration, public administration, or a closely related field is required. At least two (2) years of increasingly responsible professional experience in administrative, management, personnel, and analytical functions.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

ATTACHMENT C

RESOLUTION NO. 26-042

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING AND IMPLEMENTING THE COMMUNITY DEVELOPMENT MANAGER CLASSIFICATION TO REPLACE THE PLANNING MANAGER CLASSIFICATION AND APPROVING ASSOCIATED CLASS SPECIFICATION

WHEREAS, pursuant to City of South El Monte (“City”) Municipal Code section 2.64.040 the City Manager is responsible for preparation and maintenance of a classification plan consisting of job specifications for all classifications in the City’s classified service; and

WHEREAS, the City Manager recommends adopting and implementing a new Community Development Manager classification to replace the existing Planning Manager classification in an effort to restructure the organization to better meet the present and future needs of the City; and

WHEREAS, the City Manager recommends the City adopt the class specification and compensation for the Community Development Manager classification; and

WHEREAS, the City Council finds that the proposed classification reflects expanded operational responsibilities including business permits and oversight of outside contractors within the City’s community development functions; and

WHEREAS, the City has or will meet and confer with any affected employee organization regarding the implementation of the class specification, compensation, and any other substantial changes.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL DOES HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The South El Monte City Council hereby approves the adoption and implementation of the new classification of Development Manager classification to replace the existing Planning Manager classification, and adopts the job description for the position, a copy of which is attached hereto as Exhibit A.

SECTION 3. The South El Monte City Council hereby approves the salary for the Community Development Manager classification in the amount of \$128,146.72 annually.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional

without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

SECTION 6. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 16th day of June 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-042, was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on the 16th day of June 2026, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Adrian Garcia, MMC, City Clerk

ATTACHMENT D



**City of South El Monte
Community Development Manager**

Class Spec Code	3021	Established Date	10/30/2025
Last Revised Date	10/30/2025	Salary Range	\$48.08 - \$62.50 Hourly \$8,333.33 - \$10,833.33 Monthly \$100,000.00 - \$130,000.00 Annually
Bargaining Unit	SEMEA	EEO	EEO4-Officials & Administrators
Occupational Group	N/A	FLSA	Non-Exempt
Benefit Code	FT	Physical Class	Pre-Employment

Definition

Under administrative direction of the Community Development & Public Works Director, the Community Development Manager plans, organizes, manages, and provides administrative direction and oversight for the Community Development Department, including Planning, Building & Safety, and Public Works divisions. The position performs professional work in managing complex development projects, reviewing development applications, coordinating long-range and current planning, overseeing building inspection and code compliance, and ensuring the effective delivery of capital improvement and public works programs. Serves as a key advisor to the Community Development & Public Works Director, and Planning Commission on community development policies and initiatives.

Essential Duties

Duties may include, but are not limited to, the following:

- Oversees the review and processing of development applications, building permits, and inspections to ensure compliance with City codes, zoning

ordinances, and State regulations (including CEQA).

- Direct and manage the operations of the Planning, Building & Safety, and Public Works divisions.
- Oversee the preparation, review, and processing of land use applications, zoning and subdivision matters, environmental assessments, and related studies.
- Coordinate activities between the Planning, Building, and Public Works divisions to ensure timely and consistent project review and customer service.
- Manage the City's capital improvement program, infrastructure maintenance, and public works projects to ensure timely and cost-effective delivery.
- Meets with developers, contractors, property owners, and the business community to provide guidance on permitting processes, land use regulations, and development standards.
- Oversee code compliance activities and ensures enforcement of applicable building and municipal codes.
- Assist in negotiating and administering contracts, consultant agreements, and development-related documents.
- Develop and implement short- and long-term goals, objectives, policies, and priorities for community development functions.
- Act as project manager for major development and infrastructure projects; coordinate review with internal departments, consultants, developers, contractors, and regional agencies.
- Implement process improvements and technological updates to enhance efficiency, permit tracking, and customer service.
- Prepare and present reports, plans, and recommendations to the City Council, Planning Commission, and other boards and committees.
- Manage the department's operating and capital budgets, grants, and contracts; pursue external funding opportunities for community development projects.
- Supervise and train professional, technical, and administrative staff; provides guidance and mentoring to ensure high performance and effective service delivery.
- Serve as liaison to state, county, and regional planning, transportation, and housing agencies.
- Respond to public inquiries and resolve complex planning, building, and engineering issues.

- Represents the department at City Council, Planning Commission, and community meetings; delivers presentations and responds to public inquiries regarding community development matters.

Minimum Qualifications

Experience:

- Four (4) years of progressively responsible experience in municipal planning, building, or public works administration, including at least three (3) years in a supervisory or management capacity.

Education:

- Bachelor's degree from an accredited college or university in Public Administration, Urban Planning, Civil Engineering, Architecture, or a closely related field. A Master's degree is preferred.

Licenses and Certificates:

- Possession of or ability to obtain a valid Class C California State Driver's License.

Additional Requirements

Physical Demands and Working Conditions:

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Frequently required to talk or hear.
- Sit; use hands to finger, handle, feel or operate objects, tools, or controls.
- Reach with hands and arms.
- Occasionally required to stand or walk.
- Occasionally lift and/or move up to 25 pounds.
- Vision abilities required for close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Sedentary, office settings.

- Some outdoor work is required in the inspection of various land use developments and construction sites.
- Exposure to weather conditions including wet and/or humid conditions, or airborne particles.
- Noise level in the work environment is usually quiet in the office, and moderate in the field.

Other Necessary Requirements

Knowledge of:

- Principles of urban design, planning and zoning laws, land development process.
- City Municipal Code, General Plan, Subdivision Map Act.
- Federal, state, and local laws, codes, and regulations related to land use, environmental review, construction, and public infrastructure.
- Technology systems and applications.
- Methods and procedures for effective public participation and community engagement.

Competencies:

- Plan, organize, and direct a comprehensive community development program.
- Interpret and apply planning, building, and engineering regulations.
- Manage complex projects and coordinate multidisciplinary teams.
- Communicate clearly and effectively, both orally and in writing.
- Establish and maintain cooperative relationships with staff, elected officials, developers, consultants, and the public.
- Streamlines procedures to enhance efficiency and service delivery.
- Addresses and resolves issues constructively and professionally.
- Identifies and implements opportunities for operational improvement.

ATTACHMENT E

ATTACHMENT A

City of South El Monte

Monthly Salary Schedules for SEMEMTA Members

Period: July 1, 2025 - June 30, 2026

<u>Job Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
Community Development Manager	8,786	9,225	9,686	10,170
Senior Community Services Analyst	8,202	8,612	9,043	9,495

ATTACHMENT B

City of South El Monte

Monthly Salary Schedules for SEMEMTA Members

Period: July 1, 2026 - June 30, 2027

<u>Job Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
Community Development Manager	9,137	9,594	10,074	10,577
Senior Community Services Analyst	8,530	8,956	9,404	9,874

Step E

10,679

9,969

Step E

11,106

10,368



City Council Agenda Report Agenda Item No. 10.c.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Iyob Tessema, Director of Human Resources & Risk Management

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTIONS NO. 26-044, 26-045 AND 26-046 CONSENTING TO THE CONTINUED APPOINTMENT OF THREE EXECUTIVE MANAGEMENT POSITIONS AND APPROVAL OF THREE EMPLOYMENT AGREEMENTS

SUMMARY: As part of the City's ongoing budget development process and organizational staffing adjustments, the City Council is being asked to consider and approve the renewal of two executive management employment agreements and approve one First Amended and Restated Employment Agreement for an executive management employee.

The proposed staffing adjustments are intended to support the City's operational continuity, address expanded operational responsibilities, and align compensation and benefit provisions with the City's organizational needs.

The proposed adjustments are for the following positions:

1. Ariana De La Cruz – Director of Community & Senior Services
2. Adrian Garcia – City Clerk
3. Masami Higa - Director of Finance

RECOMMENDED ACTION: Staff recommends that the City Council:

1. Adopt Resolution No. 26-044 approving the Employment Agreement renewal between the City and Ariana De La Cruz, Director of Community & Senior Services;
2. Adopt Resolution No. 26-045 approving the Employment Agreement renewal for Masami Higa, Director of Finance;
3. Adopt Resolution No. 26-046 adopting the updated class specification for the position of City Clerk/ Director of General Services and approving the First

- Amended and Restated Employment Agreement for Adrian Garica, City Clerk/Director of General Services; and
4. Authorize the Mayor to execute all three Employment Agreements.

FISCAL/FINANCIAL IMPACT:

The proposed staffing adjustments would result in increased personnel costs associated with salary adjustments and change in benefits as follows:

	Current Salary	Proposed Salary
Director of Community & Senior Services	\$160,811	\$184,933
City Clerk/Director of General Services	\$160,811	\$184,933
Director of Finance	\$187,383	\$206,121

Additional fiscal impacts would include increases to monthly vehicle allowances and City contributions to Deferred Compensation Plan (457) accounts.

DISCUSSION:

The City periodically evaluates staffing structures, compensation levels, and organizational needs as part of the annual budget development process. The proposed staffing adjustments are intended to support continuity in leadership, maintain competitive compensation structures, and address evolving operational responsibilities within the City’s departments.

Staff recommends approval of the following employments agreement terms for the respective executive management positions.

Director of Community & Senior Services – Staff recommends approval of a renewed Employment Agreement for Ariana De La Cruz to continue serving as Director of Community & Senior Services. Her current employment agreement is set to expire on July 25, 2026.

Staff proposes the following adjustments for the Director of Community & Senior Services position:

Salary Increase:	From \$160,811/ year to \$184,933/year
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Term	Five-year contract term (2026-2031) with a possible two-year extension
Severance Pay	Increase in severance provision from three (3) months to nine (9) months
Vehicle Allowance	Increase from \$400/month to \$600/month
City Contribution to Deferred Compensation Plan 457	Increase from \$300/month to \$400/month

City Clerk/ Director of General Services – On October 21, 2024, the City entered into an employment agreement with Adrian Garcia to serve as the City Clerk for a three-year term set to expire on October 20, 2027. As part of the City’s ongoing organizational and staffing evaluation, the City Manager has determined that additional executive and administrative oversight of the City’s General Services functions is necessary to support operational efficiency.

Accordingly, staff recommends approval of a revised class specification and expanded position title of the existing City Clerk classification to include executive and administrative responsibilities related to the City’s General Services operations. The proposed changes include adoption of a revised class specification and an expanded position title of City Clerk/Director of General Services.

Under the proposed expanded role, the position would assume management and administrative oversight of the City’s Code Enforcement and Parking Enforcement operations, as well as oversight of the City’s IT services contract. The expanded role would also include supervisory responsibility over Code Enforcement, Parking Enforcement an IT personnel.

The First Amended and Restated Employment Agreement for the City Clerk/Director of General Services includes the following terms:

Salary Increase:	From \$160,811/ year to \$184,933/year
Term	Five-year contract term (2026-2031) with a possible two-year extension
Severance Pay	Increase in severance provision from three (3) months to nine (9) months
Vehicle Allowance	Increase from \$200/month to \$300/month

City Contribution to Deferred Increase from \$300/month to \$400/month
Compensation Plan 457

Finance Director – Staff recommends approval of a renewed Employment Agreement for Masami Higa to continue employment agreement with the City to continue as Finance Director. His prior employment agreement expired on February 12, 2026.

Staff proposes the following adjustments for the Director of Finance position:

Salary Increase: From \$187,383/ year to \$206,121/year

Term Three-year contract term (2026-2029) with a possible one-year extension.

Severance Pay Increase in severance provision from three (3) months to nine (9) months

Vehicle Allowance Increase from \$400/month to \$600/month

City Contribution to Deferred Increase from \$300/month to \$400/month
Compensation Plan 457

Approval of the proposed employment agreements will support continuity in executive leadership, recognize expanded operational responsibilities, and align executive management compensation and benefit provisions.

ATTACHMENT(S):

- A. Community & Senior Services Director_Resolution No. 26-044
- B. Community & Senior Services Director_Services Agreement
- C. Finance Director_Resolution No. 26-045
- D. Finance Director_Employment Agreement
- E. City Clerk/Director of General Services Resolution No. 26-046
- F. City Clerk/Director of General Services Agreement

ATTACHMENT A

RESOLUTION NO. 26-044

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A NEW EMPLOYMENT AGREEMENT WITH ARIANA DE LA CRUZ, DIRECTOR OF COMMUNITY & SENIOR SERVICES

WHEREAS, pursuant to the South El Monte Municipal Code §2.64.030, appointment of City department heads "... shall be made by the city manager, subject to the consent of the city council[;]" and

WHEREAS, the position of Director of Community & Senior Services serves as department head of the City's Community & Senior Services Department; and

WHEREAS, on July 25, 2023, the City of South El Monte ("City") approved an employment agreement with Ariana De La Cruz for the position of Director of Community & Senior Services for a three (3) year term set to expire on July 25, 2026; and

WHEREAS, the City Manager has reviewed the Employee's performance and desires to enter into a new Employment Agreement with Ariana De La Cruz for continued service as Director of Community & Senior Services under revised terms and conditions; and

WHEREAS, the parties desire that the new Employment Agreement attached hereto as Attachment "A" ("Employment Agreement") shall supersede and replace the Employment Agreement dated July 25, 2023, effective as of June 16, 2026; and

WHEREAS, the proposed Employment Agreement establishes updated compensation, benefits, and other terms and conditions of employment for Employee's continued service to the City; and

WHEREAS, the City Manager finds that entering into the Employment Agreement will promote continuity in leadership, support the effective administration and operation of the Community & Senior Services Department, and serve the best interests of the City; and

WHEREAS, the City Manager recommends approval of the Employment Agreement; and

WHEREAS, the City Council has reviewed the proposed Employment Agreement and desires to consent to the Employee's continued appointment as Director of Community & Senior Services in accordance with the Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The City Council hereby approves the Employment Agreement between the City of South El Monte and Ariana De La Cruz for a term of five (5) years commencing on June 16, 2026, with updated compensation, benefits and other terms and conditions of employment.

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

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

SECTION 5. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 16th day of June 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 26-044, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 16th day of June 2026, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Adrian Garcia, MMC, City Clerk

ATTACHMENT B

CITY OF SOUTH EL MONTE

DIRECTOR OF COMMUNITY & SENIOR SERVICES EMPLOYMENT AGREEMENT

This Director of Community & Senior Services EMPLOYMENT AGREEMENT (“Agreement”) is entered into the 16th day of June 2026, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Ariana De La Cruz, an individual (“Employee”).

R E C I T A L S

WHEREAS, it is the desire of the City Manager of the City of South El Monte (hereinafter the "City Manager") to continue Employee’s appointment to serve in the position of Director of Community & Senior Services effective June 16, 2026; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, appointment of City department heads “. . . shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, the position of Director of Community & Senior Services is the department head of the City’s Community & Senior Services Department; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, City department heads hold employment “at and during the pleasure of the city manager [;]” and

WHEREAS, the City requires the continued services of a Director of Community & Senior Services; and

WHEREAS, the duties of the Director of Community & Senior Services are set forth in Exhibit “A” to this Agreement; and

WHEREAS, Employee was initially hired as Community Services Director on July 25, 2023 for a term of three (3) years set to expire on July 25, 2026 ; and

WHEREAS, based on Employee’s executive and administrative qualifications and abilities, the City Manager desires to renew Employee’s employment to continue serving as the Director of Community & Senior Services Department; and

WHEREAS, Employee possesses the required level of education, experience, skills and expertise to continue to serve as the Director of Community & Senior Services Department of the City; and

WHEREAS, Employee desires to continue performing and assuming responsibility for the provision of Director of Community & Senior Services to the City; and

WHEREAS, the parties wish to establish the terms and conditions governing Employee’s continued employment as Director of Community & Senior Services through this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to supersede and replace the prior employment agreement effective as of the Effective Date set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby continues to employ Employee as Director of Community & Senior Services for the City to perform the functions and duties of the Director of Community & Senior Services position as described in Exhibit “A,” and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. The City reserves the right to adopt and/or amend the job description and functions and duties for the position of Director of Community & Senior Services, as it deems necessary and appropriate, without requiring Employee’s acquiescence or an amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of Employee’s ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of Director of Community & Senior Services will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 5:30 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable “time off” as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus her professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of Director of Community & Senior Services.

1.4 Employment Status. Upon the renewal of Employee’s appointment to the position of Director of Community & Senior Services, Employee shall serve at the will and pleasure of the City Manager and understands that she shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time

in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Classified Service. Employee understands, acknowledges, and agrees that she is not included within the classified service of the City pursuant to South El Monte Municipal Code § 2.64.010(H)(7).

1.7 Exempt Status. Employee acknowledges and agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act and any other applicable state or federal law or regulation.

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base compensation shall be One Hundred Eighty-Four Thousand, Nine Hundred Thirty-three dollars (\$184,933) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2. Following the annual performance review, the City Manager may increase Employee's salary within the Council-approved salary range for the position of Director of Community & Senior Services. The City Manager and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence her services hereunder June 16, 2026, which will also be deemed the effective date of this Agreement ("Effective Date").

3.1.1 Prior Agreement Superseded. Effective as of June 16, 2026, this Agreement supersedes and replaces the employment agreement between the parties dated July 25, 2023, which

shall thereafter be of no further force or effect except for any provisions expressly stated to survive termination.

3.2 Term. The term of this Agreement will be for five (5) years following the Effective Date (“Term”) (i.e., until, on June 16, 2031) and, thereafter, the term of this Agreement may be extended for two additional one (1) year term(s) as Employee and City Manager mutually agree, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days’ advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that she shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager may terminate this Agreement at any time with or without cause, by providing written notice. The City Manager’s right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City’s Personnel Rules or past City practices related to the employment, discipline, or termination of the City’s employees. Employee expressly waives any rights provided for the Community & Senior Services Director under the City’s Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Community & Senior Services Director. Upon appointment to the Community & Senior Services Director position, Employee shall be an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City’s Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City’s Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Manager, 12) Gross misfeasance or gross malfeasance, and 13) “abuse of office or position” as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. The City Manager may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that she shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause within one (1) year of the Effective Date and does not challenge such termination, including but not limited to by means of civil or administrative claim, then City shall pay to Employee severance in an amount equal to her monthly base Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by one (1), less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause at any time later than one (1) year after the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to the monthly base salary of Employee then in effect multiplied by nine (9) excluding the value of any benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the three (3) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above. Furthermore, in the event this Agreement expires by its own term as provided in Section 3.2 above, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Community & Senior Services Department of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring “cause” to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager’s consideration, no later than December 1 of each year of the term of this Agreement, Employee’s proposed annual performance goals and objectives and incorporate the City Manager’s suggestions. Such review and evaluation, if any, will be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his/her sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process.

6.0 BENEFITS

6.1 Holiday. The City shall provide Employee with the following holidays with pay:

1. New Year 's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday
13. Juneteenth Day

Cesar Chavez Day, Juneteenth Day, and Employee’s Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day, Juneteenth Day, and Employee’s Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than three (3) floating holidays. Upon Employee’s separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee’s prevailing pay rate on the date of Employee’s separation from City service.

6.2 Administrative Leave. Employee will be granted 80 hours of administrative leave per fiscal year. Employee shall not accrue more than 80 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or stepparents; spouse's parents or stepparents; brothers, stepbrothers or half-brothers; sisters, step-sisters or half-sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. For purposes of compliance with Government Code section 12945.7, Employee shall be entitled to two additional days of bereavement leave (totaling five days), which will be unpaid unless Employee elects to use accrued vacation, sick, administrative, or floating holiday leave for pay on these days.

6.4 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if she is required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to her by the court for jury service.

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed the monthly premium rate established by Kaiser Permanente for its Family Health Plan. Employee will pay any premium amount above the maximum City contribution by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.6 Vision and Dental Insurance. The City shall pay the monthly vision and dental insurance premiums for Employee and her eligible dependents.

6.7 Life Insurance, Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee's annual salary, and long-term disability insurance equal to two-thirds of Employee's monthly salary. The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the

age of 70 years.

6.8 California Public Employees' Retirement System ("CalPERS").

Employee is covered under "PEPRA" and accordingly is covered by the 2% at 62 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for "PEPRA" members as determined by CalPERS.

6.9 Retiree Health Benefits. Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act ("PEMHCA"), which is the minimum amount required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, she shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan her eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay any cost of dependent insurance benefits.

6.10 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at her home to facilitate work production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000. Funds will be advanced only after the need for the equipment is verified and approved by the City Manager and a reimbursement agreement, approved by the City Attorney, is executed.

6.11 Reimbursement for Damage To Employee Vehicles. The City agrees to reimburse Employee in an amount not to exceed \$200 per fiscal year for damages due to or caused by vandalism to Employee's vehicle while on City property during Employee's working hours. In order to be eligible for reimbursement, Employee must submit an incident report and a Sheriff's report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

6.12 Education Reimbursement. The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Manager prior to each quarter or semester; ii) provides the City Manager verification of the cost for tuition and books; and iii) provides to the City Manager certification of completion upon completion of the course(s).

6.13 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until her balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination by the City Manager that work demands prevent Employee from using vacation time on a timely basis, the City Manager may permit Employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Manager may also require a plan designed to bring Employee back into compliance with vacation accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

(b) Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours, which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee has accrued in excess of 250 hours, she may be paid for the excess vacation on a dollar-for-dollar basis twice per year at the end of the fiscal year or end of the calendar year subject to the following:

1. Employee must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.

2. The payout must otherwise comply with any City rules and procedures pertaining to vacation leave cash out.

3. In the event vacation leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated vacation leave cash out procedures.

(d) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following years of service.

6.14 Sick Leave.

(a) Employee shall accrue sick leave at the rate of eight (8) hours of sick leave for each complete month of service.

(b) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours, which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee accrues in excess of 330 hours, Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st. In the event sick leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated sick leave cash out procedures.

(d) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5 - 10 years	10%
11 - 15 years	15%
16 years and above	20%

6.15 Deferred Compensation. City shall contribute \$400.00 per month into a qualified 457 plan.

6.16 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of her job.

6.17 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$600. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation, and interest.

(b) Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

(c) Employee shall maintain automobile liability insurance policy with \$100,000/300,000/50,000 maximum coverage, combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts arising out of the operation of the

automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the insurance policy currently insuring Employee, and as a result of such requirement Employee's premium cost for such policy containing greater coverage is higher than the premium cost of her insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials, and employees as additional insured on her policy; and deliver to City copies of such insurance endorsements and certificate of insurance. Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced, or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

6.18 Changes in Compensation and Benefits. Employee acknowledges that the City Council may in the future adopt a resolution establishing compensation and benefits for the City's executive employees, including Employee and department heads, which may reduce the level of compensation (exclusive of Employee's base salary), or benefits provided. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

7.0 EXPENSE REIMBURSEMENT

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature in performance of the duties of the position of Director of Community & Senior Services. The City agrees to reimburse the actual cost of such expenses, which are authorized for reimbursement and incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by an appropriate receipt therefore and submitted within time limits established by the City, in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City with legal counsel of City's choosing shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and

agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:	To Employee:
City Manager	Ariana De La Cruz
City of South El Monte	[Employee Address]
1415 Santa Anita Ave.	
South El Monte, California 91733	

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power or waiver for all or any other times.

9.6 Agreement to Mediation. Before initiating litigation over any dispute about matters covered by this Agreement, the City and Employee agree that they will submit to voluntary mediation in accordance with procedures to be mutually agreed by them. Nothing herein shall be construed to relieve either party or be deemed to constitute a waiver by either part of their respective rights and obligations under Government Code section 810 *et seq.*

9.7 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date

of execution and delivery by each party hereto.

9.9 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

9.10 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

Susie Altamirano, City Attorney

EMPLOYEE

Ariana De La Cruz

EXHIBIT "A"

EXHIBIT “A” Job description

CITY OF SOUTH EL MONTE

DIRECTOR OF COMMUNITY SERVICES Exempt

DEFINITION

Under general direction of the City Manager, plans, directs, manages, and oversees the activities and operations of the Community Services Department including development, maintenance, and operations of city programs within recreation center and senior center services. The Director ensures all resources within each division are properly allocated and managed; provides long-range planning for department programs, projects, and needs; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the City Manager. Supervision is exercised over Community Services Department staff.

ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Assumes full management responsibility for all Community Services Department services and activities including planning, development, and delivery of recreation and senior center services.
- Engage in strategic thinking to analyze and evaluate the present and future needs for community service programs, facilities and park areas.
- Formulate and recommend Department policies, priorities and objectives that will offer Lasting experiences, and foster human development, health and wellness.
- Continuously monitor and evaluate the efficiency and effectiveness of programs and services delivery methods, based on desired outcomes.
- Assess workloads, administrative support systems, and internal working relationships to identify opportunities for improvement.
- Plans, directs, and coordinates, through subordinate level staff, the Community Services Department’s work plan; assigns projects and programmatic areas of responsibility.
- Reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

- Approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implement budgetary adjustments as appropriate and necessary.
- Oversees the planning, development, and delivery of a comprehensive recreation and senior center programs; identifies community needs and directs staff in delivery of programs.
- Works close with other departments such as public works maintenance staff to develop facility improvements, maintenance programs, and annual budget development for the same.
- Identifies grant and other funding opportunities; prepares grant applications and administers grant programs.
- Prepare and present verbal and written reports to City Council, Commissions, governmental agencies and community groups.
- Represents the Community Services Department to other departments, elected officials, and outside agencies including community organizations.
- Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
- Provide advisory support to the Recreation Commission and act as liaison to other citizen committees, community agencies and governmental agencies to facilitate recreation and senior center programs and services.
- Attends and participates in professional group meetings; maintains awareness of new trends and developments in the fields of recreation and senior center services.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Performs related duties as required.

JOB REQUIREMENTS

Knowledge:

- City Municipal Code, Personnel Rules, County regulation on recreation programs and senior center operations.
- State and Federal regulations and legislation.
- Adept regulation research and interpretation skills.
- Technology systems and applications.
- Budget development and management

Competencies:

- Project Management – Ensures clear definition of project goal and criteria for success.
- Strategic View – Focuses on the future and where current trends will lead.
- Managing Change – Involves key stakeholder in planning and decision making.

- Process Improvement – Controlling and Improving processes and workflow.
- Organizational Design and Structure – Evaluates alternative organizational designs and selects the one best suited to meeting customer needs.
- Organizational Savvy – Understands the inner workings and interrelationships of the organization.
- Fiscal Acumen – Spends organizational funds wisely and strategically.
- Managing Performance – Sets and aligns individual performance goals with the goals of the unit and the overall organization.
- Empowering Others – Allocates responsibility to others according to their abilities and opportunities for development.
- Leadership – Creates a positive work environment in which all are motivated to do their best.
- Handling Conflict – Deals with interpersonally or politically challenging situations calmly and diplomatically, diffusing tension.
- Influencing – Persuades others to consider and adopt a new position or attitude on a topic.
- Presentation Skill – Delivers clear, organized, and persuasive messages.
- Innovation – Readily spots/identifies current opportunities for improvement.
- Gathering and Analyzing Data – Organizes, codes, aggregates, and disaggregates data for analysis and produces data that can be trusted.

MINIMUM QUALIFICATIONS

Experience:

Five (4) years increasingly responsible experience Community Services

Education:

Bachelor's degree in recreation area, public administration, or a closely related field. A Master's degree is desired.

Licenses and Certificates

Possession of or ability to obtain a valid Class C California State Driver's License.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Frequently required to talk or hear.
- Sit; use hands to finger, handle, feel or operate objects, tools, or controls.
- Reach with hands and arms.
- Occasionally required to stand or walk.
- Occasionally lift and/or move up to 25 pounds.
- Vision abilities required for close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Sedentary, office settings.
- Some outdoor work is required in the inspection of various land use developments and construction sites.
- Exposure to weather conditions including wet and/or humid conditions, or airborne particles.
- Noise level in the work environment is usually quiet in the office, and moderate in the field.

EXHIBIT "B"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of South El Monte, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and Ariana De La Cruz, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Director of Community & Senior Services effective September 03, 2025, serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT").

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2 In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including the date of this AGREEMENT (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation to the extent allowed by applicable law.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, her/his rights under the ADEA and OWBPA, and of the legal significance of her/his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above to the extent allowed under applicable law.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that

EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of her/his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her/his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the Human Resources Division, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her/his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and

when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Ariana De La Cruz

THE CITY

DATED: _____

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Susie Altamirano, City Attorney

EXHIBIT "C"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

ATTACHMENT C

RESOLUTION NO. 26-045

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING A NEW EMPLOYMENT AGREEMENT WITH
MASAMI HIGA, FINANCE DIRECTOR

WHEREAS, pursuant to the South El Monte Municipal Code §2.64.030, appointment of City department heads "... shall be made by the city manager, subject to the consent of the city council[;]" and

WHEREAS, the position of Finance Director serves as department head of the City's Finance Department; and

WHEREAS, on February 28, 2023, the City of South El Monte ("City") approved an employment agreement with Masami Higa for the position of Finance Director for a three (3) year term which expired February 12, 2026; and

WHEREAS, the City Manager has reviewed the Employee's performance and desires to enter into a new Employment Agreement with Masami Higa for continued service as Finance Director under revised terms and conditions; and

WHEREAS, the proposed Employment Agreement establishes updated compensation, benefits, and other terms and conditions of employment for Employee's continued service to the City; and

WHEREAS, the City Manager finds that entering into the Employment Agreement will promote continuity in leadership, support the effective administration and operation of the Community & Senior Services Department, and serve the best interests of the City; and

WHEREAS, the City Manager recommends approval of the Employment Agreement; and

WHEREAS, the City Council has reviewed the proposed Employment Agreement and desires to consent to the Employee's continued appointment as Finance Director in accordance with the Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The City Council hereby approves the Employment Agreement between the City of South El Monte and Masami Higa for a term of three (3) years commencing on June 16, 2026 with updated compensation, benefits and other terms and conditions of employment.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent

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

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

SECTION 5. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 16th day of June 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 26-045, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 16th day of June 2026, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Adrian Garcia, MMC, City Clerk

ATTACHMENT D

CITY OF SOUTH EL MONTE

DIRECTOR OF FINANCE EMPLOYMENT AGREEMENT

This Director of Finance EMPLOYMENT AGREEMENT (“Agreement”) is entered into on the 16th day of June 2026, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Masami Higa, an individual (“Employee”).

RECITALS

WHEREAS, it is the desire of the City Manager of the City of South El Monte (hereinafter the "City Manager") to continue Employee’s appointment to serve in the position of Director of Finance effective as of June 16, 2026; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, appointment of City department heads “. . . shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, the position of Director of Finance is the department head of the City’s Finance Department; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, City department heads hold employment “at and during the pleasure of the city manager [;]” and

WHEREAS, the City requires the continued services of a Director of Finance; and

WHEREAS, the duties of the Director of Finance are set forth in Exhibit “A” to this Agreement; and

WHEREAS, Employee was initially hired as Finance Director on February 13, 2023 for a term of three (3) years which expired on February 12, 2026 ; and

WHEREAS, based on Employee’s executive and administrative qualifications and abilities, the City Manager desires to renew Employee’s employment to continue serving as the Director of Finance; and

WHEREAS, Employee desires to continue performing and assuming responsibility for the provision of Director of Finance to the City; and

WHEREAS, the parties wish to establish the terms and conditions governing Employee’s continued employment as Director of Finance through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby continues to employ Employee as Director of Finance for the City to perform the functions and duties of the Director of Finance position as described in Exhibit “A,” and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. The City reserves the right to adopt and/or amend the job description and functions and duties for the position of Director of Finance, as it deems necessary and appropriate, without requiring Employee’s acquiescence or an amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of Employee’s ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of Director of Finance will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 5:30 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable “time off” as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of Director of Finance.

1.4 Employment Status. Upon the renewal of Employee’s appointment to the position of Director of Finance, Employee shall serve at the will and pleasure of the City Manager and understands that she shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any

governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Classified Service. Employee understands, acknowledges, and agrees that he is not included within the classified service of the City pursuant to South El Monte Municipal Code § 2.64.010(H)(7).

1.7 Exempt Status. Employee acknowledges and agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act and any other applicable state or federal law or regulation.

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base compensation shall be Two Hundred Six Thousand, One Hundred Twenty-One Dollars (\$206,121) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2. Following the annual performance review, the City Manager may increase Employee's salary within the Council-approved salary range for the position of Director of Finance. The City Manager and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder June 16, 2026, which will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e., until June 16, 2029) and, thereafter, the term of this Agreement may be extended for one additional one (1) year term(s) as Employee and City Manager mutually agree, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager may terminate this Agreement at

any time with or without cause, by providing written notice. The City Manager's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline, or termination of the City's employees. Employee expressly waives any rights provided for the Finance Director under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Finance Director. Upon appointment to the Finance Director position, Employee shall be an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Manager, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. The City Manager may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause within one (1) year of the Effective Date and does not challenge such termination, including but not limited to by means of civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by one (1), less applicable deductions and excluding deferred

compensation or the value of any other benefits. If Employee is terminated without cause at any time later than one (1) year after the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to the monthly base salary of Employee then in effect multiplied by nine (9) excluding the value of any benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the three (3) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above. Furthermore, in the event this Agreement expires by its own term as provided in Section 3.2 above, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard “Agreement of Separation, Severance, and General Release” attached hereto in form only as Exhibit “B.”

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Finance Department of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring “cause” to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager’s consideration, no later than December 1 of each year of the term of this Agreement, Employee’s proposed annual performance goals and objectives and incorporate the City Manager’s suggestions. Such review and evaluation, if any, will be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his/her sole discretion, elect to

provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process.

6.0 BENEFITS

6.1 Holiday. The City shall provide Employee with the following holidays with pay:

1. New Year 's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday
13. Juneteenth Day

Cesar Chavez Day, Juneteenth Day, and Employee's Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day, Juneteenth Day, and Employee's Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than three (3) floating holidays. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.2 Administrative Leave. Employee will be granted 80 hours of administrative leave per fiscal year. Employee shall not accrue more than 80 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or stepparents; spouse's parents or stepparents; brothers, stepbrothers or half-brothers; sisters, step-sisters or half-sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. For purposes of compliance with Government Code section 12945.7, Employee shall be entitled to two additional

days of bereavement leave (totaling five days), which will be unpaid unless Employee elects to use accrued vacation, sick, administrative, or floating holiday leave for pay on these days.

6.4 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if he is required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to him by the court for jury service.

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed the monthly premium rate established by Kaiser Permanente for its Family Health Plan. Employee will pay any premium amount above the maximum City contribution by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.6 Vision and Dental Insurance. The City shall pay the monthly vision and dental insurance premiums for Employee and his eligible dependents.

6.7 Life Insurance, Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee 's annual salary, and long-term disability insurance equal to two-thirds of Employee's monthly salary. The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the age of 70 years.

6.8 California Public Employees' Retirement System ("CalPERS"). Employee is a "Classic" local miscellaneous second tier member, and accordingly is covered by the 2% @ 60 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for "Classic" second tier members as determined by CalPERS.

6.9 Retiree Health Benefits. Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act ("PEMHCA"), which is the minimum amount required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, he shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his eligible dependents may also enroll in the insurance plans as provided above. The retiree

and/or dependent shall pay any cost of dependent insurance benefits.

6.10 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at his home to facilitate work production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000. Funds will be advanced only after the need for the equipment is verified and approved by the City Manager and a reimbursement agreement is approved and executed by the City Attorney.

6.11 Reimbursement for Damage To Employee Vehicles. The City agrees to reimburse Employee in an amount not to exceed \$200 per fiscal year for damages due to or caused by vandalism to Employee's vehicle while on City property during Employee's working hours. In order to be eligible for reimbursement, Employee must submit an incident report and a Sheriff's report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

6.12 Education Reimbursement. The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Manager prior to each quarter or semester; ii) provides the City Manager verification of the cost for tuition and books; and iii) provides to the City Manager certification of completion upon completion of the course(s).

6.13 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until his balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination by the City Manager that work demands prevent Employee from using vacation time on a timely basis, the City Manager may permit Employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Manager may also require a plan designed to bring Employee back into compliance with vacation accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

(b) Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours, which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee has accrued in excess of 250 hours, he may be paid

for the excess vacation on a dollar-for-dollar basis twice per year at the end of the fiscal year or end of the calendar year subject to the following:

1. Employee must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.

2. The payout must otherwise comply with any City rules and procedures pertaining to vacation leave cash out.

3. In the event vacation leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated vacation leave cash out procedures.

(d) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following years of service.

6.14 Sick Leave.

(a) Employee shall accrue sick leave at the rate of eight (8) hours of sick leave for each complete month of service.

(b) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours, which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee accrues in excess of 330 hours, Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st. In the event sick leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated sick leave cash out procedures.

(d) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5 - 10 years	10%
11 - 15 years	15%
16 years and above	20%

6.15 Deferred Compensation. City shall contribute \$400.00 per month into a qualified 457 plan.

6.16 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of her job.

6.17 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$600. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation, and interest.

(b) Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

(c) Employee shall maintain automobile liability insurance policy with \$100,000/300,000/50,000 maximum coverage, combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts arising out of the operation of the automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the insurance policy currently insuring Employee, and as a result of such requirement Employee's premium cost for such policy containing greater coverage is higher than the premium cost of his insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials, and employees as additional insured on his policy; and deliver to City copies of such insurance endorsements and certificate of insurance. Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced, or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

6.18 Changes in Compensation and Benefits. Employee acknowledges that the City Council may in the future adopt a resolution establishing compensation and benefits for the City's executive employees, including Employee and department heads, which may reduce the level of compensation (exclusive of Employee's base salary), or benefits provided. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

7.0 EXPENSE REIMBURSEMENT

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature in performance of the duties of the position of Director of Finance. The City agrees to reimburse the actual cost of such expenses, which are authorized for reimbursement and incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by an appropriate receipt therefore and submitted within time limits established by the City, in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City with legal counsel of City's choosing shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:
City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

To Employee:
Masami Higa
[Employee Address]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power or waiver for all or any other times.

9.6 Agreement to Mediation. Before initiating litigation over any dispute about matters covered by this Agreement, the City and Employee agree that they will submit to voluntary mediation in accordance with procedures to be mutually agreed by them. Nothing herein shall be construed to relieve either party or be deemed to constitute a waiver by either part of their respective rights and obligations under Government Code section 810 *et seq.*

9.7 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.9 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

9.10 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

Susie Altamirano, City Attorney

EMPLOYEE

Masami Higa

EXHIBIT "A"

EXHIBIT "A"

The Director of Finance, under the direction of the City Manager, serves as a member of the City's executive management team; plans, directs, organizes and oversees the activities and operations of the City of South El Monte's Finance Department, including accounting, payroll, budget management, revenue collection, business licensing, purchasing, and information systems; directs and oversees operations, employees and functions of City's Human Resources/Risk department; participates in the development of policies and procedures related to financial transactions, reporting requirement, accounting systems and budget development directives; reviews and addresses issues, questions and concerns related to fiscal and accounting management; provides highly responsible and complex administrative support to the City Council; performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is provided by the City Manager. Supervision is exercised over professional, technical, and administrative support staff assigned to the Finance and Human Resources/Risk Departments.

ESSENTIAL DUTIES:

Duties may include, but are not limited to the following:

- Directs the fiscal management program of the City and the South El Monte Business Improvement District including budget preparation and monitoring, collection and disbursement of revenues, accounting, financial reporting and auditing, business licensing, grant administration, and investment of funds.
- Plans, directs, and coordinates City finance and data processing activities and services.
- Ensures fiscal activities comply with established laws, codes, regulations, internal controls, standards, requirements, policies and procedures; recommends policies and implements procedures to conduct activities.
- Organizes, directs and oversees Human Resources and Risk Management staff, functions, operations and activities.
- Develops comprehensive plans to satisfy future needs for department services; supervises the collection of the business revenue.
- Directs the preparation and administration of the budget for the Finance Department; directs the development and preparation of the City's Annual Budget.
- Reviews procurement and processes for purchase orders.
- Oversees the posting and reconciliation of ledgers and accounts.
- Directs the preparation of State and federal reports, including tax reports; oversees payroll and accounts payable processing.
- Oversees billings to Third Parties.
- Plans and develops accounting procedures for bookkeeping and processing of purchases, expenditures, salary warrants, receipts, and subventions.
- Supervises the disbursement of all monies and ensures that budget appropriations are not exceeded; audits and approves various bills, invoices, and payrolls before payments.

- Reviews investments and cash flow; develops policies governing the investment of City funds and administers the investment program.
- Manages City bond issues.
- Serves as the Chief Financial Advisor to the City Manager.
- Plans and organizes workflow; develops and establishes work methods and standards.
- Supervises and evaluates the performance of assigned personnel; interviews and selects employees and recommend transfers, reassignment, termination, and disciplinary actions; assigns employee duties and review work to assure accuracy, completeness, and compliance with established standards, requirements and procedures; assures staff understanding of established requirements; conducts or directs staff training and development.
- Establishes and maintains internal control procedures and assures adherence to State and national standard accounting procedures.
- Prepares a complete financial statement and report for review by independent auditors.
- Supervises the collection of taxes, fees, and other receipts in accordance with laws and regulations.
- Maintains financial records and prepares financial reports; oversees the central computerized financial and management information system of the City.
- Develops financial studies and plans; forecasts, estimates, and monitors the financial condition of the City to assure the fiscal wellbeing of the City.
- Serves as Chief Fiscal Officer to the Business Improvement District.
- Communicates with administrators, personnel, and outside organizations to exchange information, coordinate activities and programs, and resolve issues or concerns.
- Operates a variety of office equipment including a computer and assigned software.
- Performs related duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Municipal accounting and finance administration principles, practices, and systems.
- Laws, regulations and reporting requirements pertaining to municipal finance, including GASB – 34.
- Principles and practices of public administration including budgeting practices.
- Cash management and investment programs.
- Public purchasing regulations and inventory control.
- Data processing applications in a public agency.
- Principles and practices of administration, supervision and training.
- Organizational functions, and key personnel.
- General office practices, procedures, and equipment.
- Telephone techniques and etiquette.
- Interpersonal skills using tact, patience, and courtesy.

- Handling and communicating of confidential and secure information.
- Establish and maintain effective working relationships with city staff, public groups, and other agencies.
- Physical and electronic filing and record-keeping systems and techniques.
- Basic Microsoft Office Word, Excel, and Outlook.

Competencies:

- Organizational Savvy – Understands the inner workings and interrelationships of the organization.
- Organizational Design and Structure – Prescribes roles and responsibilities, budgetary accountability, and organizational boundaries. Ensures functional checks and balances where needed.
- Fiscal Acumen – Forecasts and carefully monitors budget usage and makes needed adjustments to ensure that vital costs will be covered.
- Process Improvement – Controlling and Improving processes and workflow.
- Managing Change – Maintains a high level of communication about the reasons, benefits, opportunities, and difficulties of change.
- Strategic View – Maintaining the big picture and long-range objectives as a guide for decisions
- Leadership – Creates a positive work environment in which all are motivated to do their best.
- Developing Others – Shares knowledge and expertise willingly.
- Group Facilitation – Summarizes key points, clarifies issues, and identifies action items.
- Negotiating – Reaching mutually satisfying agreements and compromises and works from a strong knowledge base.
- Influencing – Convincingly explains the benefits of a course of action or advantages over alternatives, providing examples to illustrate points.
- Presentation Skill – Delivers clear, organized, and persuasive messages.
- Legal and Regulatory Navigation – Knowing the paths and boundaries of the legal/regulatory environment.
- Mathematical Agility – Senses erroneous quantitative conclusions in reports, propositions, or arguments and provides the definitive correct solution.
- Continuous Learning – Develops knowledge, skills, and abilities that are presently needed in their job.
- Professional & Technical Expertise – Applying technical subject matter to the job.
- Using Technology – Working with electronic hardware and software applications.
- Self-Management – Showing personal organization, self-discipline, and dependability.
- Bilingual Communication – Speaking, reading, writing in a second language.
- Customer Focus – Attending to the needs and expectation of customers.
- Handling Conflict – Managing interpersonally strained situations.
- Professional Impact – Presenting self as a positive representative of the organization.
- Bilingual Facility – Uses a second language with ease and precision.
- Cultural Proficiency – Modeling communications and interactions that respect and include all individuals and their languages, abilities, religions and cultures.

MINIMUM QUALIFICATIONS

Experience:

Five (5) years of increasingly responsible municipal accounting experience, including at least two (2) years of supervisory experience at the mid-management level.

Education:

Bachelor's Degree in public or business administration, accounting, or closely related field. A Master's Degree is preferred.

Additional Requirements/Information:

Certified Public Accountant License (CPA) is preferred and may be substituted for two years' experience.

Licenses and Certifications:

Possession of or ability to obtain a valid Class C California State Driver's License and an acceptable driving record.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Frequently required to talk or hear, sit;
- Use hands to finger, handle, feel or operate objects, tools, or controls;
- Reach with hands and arms.
- Occasionally required to stand or walk.
- Occasionally lift and/or move up to 10 pounds.
- Vision abilities required to include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Work is performed mostly indoors, in office settings.
- Some outdoor work is required in the inspection of various City property and facilities.

EXHIBIT "B"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of South El Monte, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and Masami Higa, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Director of Finance effective September 03, 2025, serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT").

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including the date of this AGREEMENT (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation to the extent allowed by applicable law.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, her/his rights under the ADEA and OWBPA, and of the legal significance of her/his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above to the extent allowed under applicable law.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that

EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of her/his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her/his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the Human Resources Division, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her/his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

[intentionally left blank. signature page follows]

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Masami Higa

THE CITY

DATED: _____

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Susie Altamirano, City Attorney

EXHIBIT "C"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

ATTACHMENT E

RESOLUTION NO. 26-046

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A REVISED CLASS SPECIFICATION AND POSITION TITLE FOR CITY CLERK/DIRECTOR OF GENERAL SERVICES AND APPROVING THE FIRST AMENDED AND RESTATED CITY CLERK/DIRECTOR OF GENERAL SERVICES EMPLOYMENT AGREEMENT

WHEREAS, on October 21, 2024, the City of South El Monte (“City”) entered into an employment agreement with Adrian Garcia (“Employee”) for service as City Clerk; and

WHEREAS, the City has determined that additional executive and administrative oversight of the City’s General Services functions is necessary to support efficient municipal operations; and

WHEREAS, the City desires to revise and expand the existing City Clerk classification to include additional executive and administrative responsibilities related to the General Services operations of the City; and

WHEREAS, the City Manager recommends that a revised class specification and expanded position title to City Clerk/ Director of General Services be adopted to reflect the additional duties and responsibilities assigned to the position; and

WHEREAS, pursuant to South El Monte Municipal Code section 2.64.040, appointment of City department heads “... shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, it is the desire of the City Manager to appoint Adrian Garcia to serve in expanded role of City Clerk/ Director of General Services beginning on June 16, 2026, and approve the presented job specification and employment agreement; and

WHEREAS, Mr. Garcia possesses the education, experience, skills, and expertise to serve as the City Clerk/ Director of General Services of the City; and

WHEREAS, Mr. Garcia desires to accept the expanded responsibilities and continue serving the City in the position of City Clerk/ Director of General Services; and

WHEREAS, the City and Mr. Garcia desire to amend and restate the employment agreement approved on October 21, 2024, in order to reflect the revised classification, expanded duties and responsibilities, updated compensation and benefits, revised term, and other terms and conditions of employment associated with the position of City Clerk/ Director of General Services; and

WHEREAS, the proposed First Amendment and Restated Employment agreement attached hereto as Exhibit “B” amends, restates, supersedes, and replaces in its entirety the employment agreement approved on October 21, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The South El Monte City Council hereby approves and adopts the class specification for the position of City Clerk/ Director of General Services, a copy of which is attached hereto as Exhibit “A” effective as of the date of the adoption of this resolution.

SECTION 3. The City Council hereby consents to the appointment of Adrian Garcia as City Clerk/Director of General Services pursuant to South El Monte Municipal Code section 2.64.030. The City Council authorizes the City Manager to execute the First Amended and Restated Employment Agreement of Adrian Garcia as City Clerk/Director of General Services in substantially the same form as the attached employment agreement that is approved through this resolution.

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

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

SECTION 6. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 16th day of June 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 26-046, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 16th day of June 2026, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Adrian Garcia, MMC, City Clerk

ATTACHMENT F

CITY OF SOUTH EL MONTE

FIRST AMENDED AND RESTATED CITY CLERK/DIRECTOR OF GENERAL SERVICES EMPLOYMENT AGREEMENT

This First Amended and Restated City Clerk/ Director of General Services EMPLOYMENT AGREEMENT (“Agreement”) is entered into the 16th day of June 2026, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Adrian Garcia, an individual (“Employee”).

RECITALS

WHEREAS, on October 21, 2024, Employee was appointed as City Clerk pursuant to an employment agreement between the City and Employee for a three (3) year term set to expire on October 20, 2027 (“Original Agreement”); and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, appointment of City department heads “. . . shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, City department heads hold employment “at and during the pleasure of the city manager [;]” and

WHEREAS, since Employee’s appointment as City Clerk, the City Manager of the City of South El Monte (hereinafter “City Manager”) has determined that Employee will assume additional executive and administrative responsibilities related to the oversight and operation of the City’s General Services functions; and

WHEREAS, in recognition of the Employee’s expanded duties and responsibilities, the City Manager desires to expand Employee’s title from City Clerk to City Clerk/ Director of General Services effective June 16, 2026; and

WHEREAS, the City and Employee desire to amend and restate the Original Agreement in its entirety in order to reflect Employee’s expanded title, duties, responsibilities, compensation, benefits, and other terms and conditions of employment; and

WHEREAS, the duties of the City Clerk/ Director of General Services are set forth in Exhibit “A” to this Agreement; and

WHEREAS, based on Employee’s executive and administrative qualifications, skills, and experience, the City Manager desires that Employee continue serving the City in the expanded role of City Clerk/ Director of General Services for the City; and

WHEREAS, Employee desires to continue serving the City and to accept the expanded responsibilities associated with the position pursuant to the terms and conditions set forth herein; and

WHEREAS, the parties desire that this Agreement amend, restate, and supersede the Original Agreement in its entirety as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is hereby amended and restated in its entirety to read as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as City Clerk/ Director of General Services for the City to perform the functions and duties of the City Clerk/ Director of General Services position as described in Exhibit "A," and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. The City reserves the right to adopt and/or amend the job description and functions and duties for the position of City Clerk/ Director of General Services, as it deems necessary and appropriate, without requiring Employee's acquiescence or an amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of Employee's ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of City Clerk/ Director of General Services will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 5:30 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of City Clerk/ Director of General Services.

1.4 Employment Status. Upon appointment to the City Clerk/ Director of General Services position, Employee shall serve at the will and pleasure of the City Manager and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4

below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Classified Service. Employee understands, acknowledges, and agrees that he is not included within the classified service of the City pursuant to South El Monte Municipal Code § 2.64.010(H)(7).

1.7 Exempt Status. Employee acknowledges and agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act and any other applicable state or federal law or regulation.

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base compensation shall be One Hundred Eighty-Four Thousand Nine Hundred Thirty-Three Dollars (\$184,933) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2. Following the annual performance review, the City Manager may increase Employee's salary within the Council-approved salary range for the position of City Clerk/ Director of General Services. The City Manager and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall serve the City as City Clerk/ Director of General Services hereunder on June 16, 2026, which will also be deemed the effective date of this Agreement ("Effective Date"). The parties acknowledge that Employee's employment with the City has been continuous and uninterrupted since his appointment as City Clerk on October 21, 2024, and this Agreement reflects Employee's expanded title, duties, responsibilities, and compensation.

3.2 Term. The term of this Agreement will be for five (5) years following the Effective Date (“Term”) (i.e. until on June 16, 2031) and, thereafter, the term of this Agreement may be extended for two additional one (1) year term(s) as Employee and City Manager mutually agree, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days’ advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager may terminate this Agreement at any time with or without cause, by providing written notice. The City Manager’s right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City’s Personnel Rules or past City practices related to the employment, discipline, or termination of the City’s employees. Employee expressly waives any rights provided for the City Clerk/ Director of General Services under the City’s Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Clerk/ Director of General Services. Upon appointment to the City Clerk/ Director of General Services position, Employee shall be an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City’s Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City’s Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Manager, 12) Gross misfeasance or gross malfeasance, and 13) “abuse of office or position” as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. The City Manager may terminate Employee at any time without cause but rather based upon management reasons

such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause within one (1) year of the Effective Date and does not challenge such termination, including but not limited to by means of civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by one (1), less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause at any time later than one (1) year after the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to the monthly base salary of Employee then in effect multiplied by nine (9) excluding the value of any benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the three (3) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above. Furthermore, in the event this Agreement expires by its own term as provided in Section 3.2 above, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is

intended to provide review and feedback to Employee so as to facilitate a more effective management of the City Clerk/General Services Department of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation, if any, will be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his/her sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process.

6.0 BENEFITS

6.1 Holiday. The City shall provide Employee with the following holidays with pay:

1. New Year 's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday
13. Juneteenth Day

Cesar Chavez Day, Juneteenth Day, and Employee's Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day, Juneteenth Day, and Employee's Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than three (3) floating holidays. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.2 Administrative Leave. Employee will be granted 80 hours of administrative leave per fiscal year. Employee shall not accrue more than 80 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time.

Administrative leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or stepparents; spouse's parents or stepparents; brothers, stepbrothers or half-brothers; sisters, step-sisters or half-sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. For purposes of compliance with Government Code section 12945.7, Employee shall be entitled to two additional days of bereavement leave (totaling five days), which will be unpaid unless Employee elects to use accrued vacation, sick, administrative, or floating holiday leave for pay on these days.

6.4 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if he is required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to his by the court for jury service.

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed the monthly premium rate established by Kaiser Permanente for its Family Health Plan. Employee will pay any premium amount above the maximum City contribution by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.6 Vision and Dental Insurance. The City shall pay the monthly vision and dental insurance premiums for Employee and his eligible dependents.

6.7 Life Insurance, Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee's annual salary, and long-term disability insurance equal to two-thirds of Employee's monthly salary. The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the age of 70 years.

6.8 California Public Employees' Retirement System ("CalPERS").

Employee is a “Classic” local miscellaneous second tier member, and accordingly is covered by the 2% @ 60 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for “Classic” second tier members as determined by CalPERS.

6.9 Retiree Health Benefits. Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act (“PEMHCA”), which is the minimum amount required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, he shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay any cost of dependent insurance benefits.

6.10 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at his home to facilitate work production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000. Funds will be advanced only after the need for the equipment is verified and approved by the City Manager and a reimbursement agreement, approved by the City Attorney, is executed.

6.11 Reimbursement for Damage To Employee Vehicles. The City agrees to reimburse Employee in an amount not to exceed \$200 per fiscal year for damages due to or caused by vandalism to Employee's vehicle while on City property during Employee's working hours. In order to be eligible for reimbursement, Employee must submit an incident report and a Sheriff's report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

6.12 Education Reimbursement. The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Manager prior to each quarter or semester; ii) provides to the City Manager verification of the cost for tuition and books; and iii) provides to the City Manager certification of completion upon completion of the course(s).

6.13 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until his balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written

administrative determination by the City Manager that work demands prevent Employee from using vacation time on a timely basis, the City Manager may permit Employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Manager may also require a plan designed to bring Employee back into compliance with vacation accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

(b) Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee has accrued in excess of 250 hours, he may be paid for the excess vacation on a dollar-for-dollar basis twice per year at the end of the fiscal year or end of the calendar year subject to the following:

1. Employee must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.

2. The payout must otherwise comply with any City rules and procedures pertaining to vacation leave cash out.

3. In the event vacation leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated vacation leave cash out procedures.

(d) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following years of service.

6.14 Sick Leave.

(a) Employee shall accrue sick leave at the rate of eight (8) hours of sick leave for each complete month of service.

(b) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee accrues in excess of 330 hours, Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st. In the event sick leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated sick leave cash out procedures.

(d) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5 - 10 years	10%
11 - 15 years	15%
16 years and above	20%

6.15 Deferred Compensation. City shall contribute \$400.00 per month into a qualified 457 plan.

6.16 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of his job.

6.17 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$300. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation, and interest.

(b) Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

(c) Employee shall maintain automobile liability insurance policy with \$100,000/300,000/50,000 maximum coverage, combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts arising out of the operation of the automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the

insurance policy currently insuring Employee, and as a result of such requirement Employee's premium cost for such policy containing greater coverage is higher than the premium cost of his insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials, and employees as additional insured on his policy; and deliver to City copies of such insurance endorsements and certificate of insurance. Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced, or otherwise modified by Employee or by Employee 's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

6.18 Changes in Compensation and Benefits. Employee acknowledges that the City Council may in the future adopt a resolution establishing compensation and benefits for the City's executive employees, including Employee and department heads, which may reduce the level of compensation (exclusive of Employee's base salary), or benefits provided. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

7.0 EXPENSE REIMBURSEMENT

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature in performance of the duties of the position of City Clerk/ Director of General Services. The City agrees to reimburse the actual cost of such expenses, which are authorized for reimbursement and incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by an appropriate receipt therefore and submitted within time limits established by the City, in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City with legal counsel of City's choosing shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied

herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party. Effective as of the Effective Date, this Agreement amends, restates, supersedes, and replaces in its entirety that certain Employment Agreement dated October 21, 2024, between the City and Employee.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:
City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

To Employee:
Adrian Garcia
[Employee Address on file with
Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power or waiver for all or any other times.

9.6 Agreement to Mediation. Before initiating litigation over any dispute about matters covered by this Agreement, the City and Employee agree that they will submit to voluntary mediation in accordance with procedures to be mutually agreed by them. Nothing herein shall be construed to relieve either party or be deemed to constitute a waiver by either part of their respective rights and obligations under Government Code section 810 *et seq.*

9.7 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.9 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

9.10 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, MMC, Deputy City Clerk

APPROVED AS TO FORM:

Susie Altamirano, City Attorney

EMPLOYEE

Adrian Garcia

EXHIBIT "A"

CITY OF SOUTH EL MONTE

CITY CLERK / DIRECTOR OF GENERAL SERVICES

DEFINITION

The City Clerk organizes and directs the preparation and maintenance of official documents and records of the City; coordinates procedures relating to municipal elections; maintains official City records; provides advice and consultation to management and City Council; and provides administrative support to the City Manager.

The Director of General Services plans, organizes, directs and administers the activities and operations of General Service functions: such as but not limited to Code Enforcement, Parking Enforcement and as well as oversees the IT Services Contract for the City. Under administrative direction from City Manager, also coordinates assigned activities with other City Departments and outside agencies, performing other related tasks and duties.

CLASS CHARACTERISTICS

The City Clerk / Director of General Services is a single-position management level classification.

SUPERVISION RECEIVED Works under the general supervision of the City Manager.

SUPERVISION EXERCISED Supervises a Deputy City Clerk and other clerical personnel in the City Clerk Department, as well as, all Code Enforcement, Parking Enforcement and IT staff.

ESSENTIAL DUTIES OF CITY CLERK

Essential duties include, but are not limited to, the following:

Maintains custody of official records and archives of the City including ordinances, resolutions, contracts, agreements, deeds, insurance documents, minutes, and City Seal; maintains City's law library; certifies copies as required; maintains and updates the City's Municipal Code; coordinates records retention and destruction; receives and processes public information requests.

Attends meetings of the City Council, Financing Authority, District Board, Presentations, and Sheriffs; records legislative actions including City ordinances, resolutions, and minutes; and prepares and distributes agendas, minutes, and other materials for these meetings.

Prepares and publishes official notices, ordinances, and other documents as required by law; attests to the proper execution of all public documents; and serves as signatory for transfer of City funds.

Serves as the City elections official; issue nomination papers, candidate statements, ballot measures, arguments, legal advertising, and voter registration; distributes and processes financial and campaign disclosure statements; ensures compliance with State conflict of interest and campaign reporting laws.

Administers oaths and affirmations to City employees and officers.

Supervises contract bid openings and contract agreements; accepts and records claims, summons, and lawsuits for the City.

Prepares City Clerk and Elections budgets and monitors expenditures.

Supervises, trains, and evaluates assigned staff.

ESSENTIAL DUTIES OF DIRECTOR OF GENERAL SERVICES

Essential duties include, but are not limited to, the following

Under administrative direction, plans, organizes, directs and administers the activities and operations of the Code Enforcement/Parking Enforcement Division, as well as oversees the IT Services Contract for the City. Coordinates any/all other general services activities with other City Departments and outside agencies; and performs other related duties as assigned.

Oversee IT services contract, licensing, and technology procurement

Coordinate implementation and maintenance of City technology initiatives and digital services

Coordinates day-to-day operations of the City's Code Enforcement and Parking Enforcement function including scheduling work, monitoring performance of assigned staff, and providing direction regarding complex cases; oversees administrative functions related to Code Enforcement and Parking Enforcement and coordinates with the City Attorney on necessary administrative actions.

Responds to complaints and questions related to City/department operations; provides information, researches problems, and initiates problem resolution.

Develops and enforces departmental policies, rules, regulations, procedures, and employee related functions.

Receives and investigates citizen complaints regarding employee conduct and departmental procedures.

Establishes the public relations functions of the department as they pertain to public awareness, citizen inquiries, inter-agency cooperation, and effectiveness.

Plans, organizes, and develops, in a cooperative manner, crime and fire prevention, investigation, inspection activities, and department services.

Works collaboratively with citizen and other public groups, agencies, other city departments, and organizations to bring about the coordinated and effective delivery of services.

Makes recommendations for process improvement.

Develops and implements safety related special events.

Performs other related duties as required.

QUALIFICATIONS GUIDELINES

Knowledge, Skills, and Abilities

Knowledge of the principles of municipal administration and community relations; State laws pertaining to municipal meetings, elections, and government officers reporting requirements, and public records; report preparation; and methods and techniques of supervision.

Knowledge and experience of municipal Code Enforcement and/or Public Safety Administration, as well as experience managing IT Services in the public sector.

Ability to: perform complex administrative and analytical work requiring sensitivity to issues; interpret and apply related laws, ordinances, and polices; conduct research; prepare and present reports; provide liaison and information to other city personnel, elected officials, other agencies, and the public; work independently; establish and maintain cooperative working relationships; communicate effectively both orally and in writing; direct the work of others involved in related activity.

Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. Example combinations include:

Five years of progressively responsible experience in a City Clerk's office. Completion of a four-year college curriculum in public administration or a related field is desirable.

Five years of progressively responsible management experience in Code Enforcement, Public Safety, IT or a related field is desirable, making recommendations for the solution of problems or organization, procedure, or program.

Required Licenses and Certificates

Certification of a Certified Municipal Clerk (CMC) or the ability to obtain the certification within a reasonable time is also desirable. Possession of or ability to obtain an appropriate California driver's license and a satisfactory driving record may be required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

Employees perform sedentary work. While performing the duties of this job, employees are required to sit, talk and hear. Employees are occasionally required to stand, walk, stoop, crouch and reach with hands and arms. Employees occasionally must lift and/or move up to 25 pounds. Specific vision abilities required by these positions are those required to perform office machine operations.

Work Environment

Incumbents are not substantially exposed to adverse environmental conditions.

CITY CLERK / DIRECTOR OF GENERAL SERVICES
June 2026

EXHIBIT “B”

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the “AGREEMENT”) is entered into by and between the City of South El Monte, a general law city and municipal corporation (hereinafter referred to as “THE CITY”), and Adrian Garcia, an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will City Clerk/ Director of General Services effective September 03, 2025, serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit “A” (“THE CONTRACT”).

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE’s voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE’s employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE’s post-employment rights, including but not limited to, EMPLOYEE’s rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Employee Retirement Income Security Act of 1974 (“ERISA”), and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE’s home address via certified mail return receipt requested after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including the date of this AGREEMENT (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation to the extent allowed by applicable law.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, her/his rights under the ADEA and OWBPA, and of the legal significance of her/his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above to the extent allowed under applicable law.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that

EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of her/his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her/his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the Human Resources Division, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her/his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and

when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Adrian Garcia

THE CITY

DATED: _____

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Susie Altamirano, City Attorney

EXHIBIT "C"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.



City Council Agenda Report Agenda Item No. 10.d.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: FISCAL YEAR (FY) 2026-2027 ANNUAL BUDGET ADOPTION

SUMMARY: The City held its FY26-27 Annual Budget Study Session on June 2, 2026. City Council and staff discussed the City's proposed budget and the 5-year financial forecast, with the General Fund deficit of \$728,476 expected to grow over the next 5 years, mainly due to the significant decrease in the City's estimated sales tax revenues while expenditures expected to rise. City Council directed staff to continue this item until June 16, 2026, and the City Manager informed City Council that additional cost-cutting measures would be proposed to adopt a balanced budget on June 16, 2026.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-047, adopting an annual budget for FY26-27, which is now balanced with a General Fund surplus of \$82,932. However, because the General Fund's 5-year financial forecast shows a deficit over future years, staff will continue to monitor and update City Council and seek direction.

FISCAL/FINANCIAL IMPACT: Should City Council adopt the recommended annual budget for Y26-27, the fiscal impact on the General Fund is expected to be a surplus of \$82,932 which will be added to reserves.

DISCUSSION: The City held its FY26-27 Annual Budget Study Session on June 2, 2026. City Council and staff discussed the City's proposed budget and the 5-year financial forecast, with the General Fund deficit of \$728,476 expected to grow over the next 5 years, mainly due to the significant decrease in the City's estimated sales tax revenues while expenditures expected to rise. City Council directed staff to continue this item until June 16, 2026, and the City Manager informed City Council that additional cost-cutting measures would be proposed to adopt a balanced budget on June 16, 2026.

The City's management revisited the drawing board to eliminate the \$728,476 General Fund deficit for FY26-27 as follows:

1. Reduce fee waivers by \$50,000.

2. Eliminate two Full-Time Maintenance Worker II positions, reducing labor cost by \$291,372.
3. Eliminate Muni Temp Staff in Human Resources, reducing contractor costs by \$100,000.
4. Reduce Regular Part-Time Recreation Leaders from 39 to 35, reducing labor costs by \$87,093.
5. Reduction in Community Services events and programs non-labor costs of \$75,000.
6. Reduce Seasonal Part-Time Recreation Leaders from 41 to 35, reducing labor costs by \$51,439.
7. Postpone Carasoft scanning services within the IT budget to FY27-28 of \$46,307.
8. Eliminate two Part-Time Maintenance Aid positions, reducing labor cost by \$45,207.
9. Postpone CPS scanning services within the IT budget to FY27-28 of \$40,000.
10. Postpone Accella software upgrade within the IT budget to FY27-28 of \$35,000.
11. Reduction in City Council's Conference/Seminars cost of \$27,000.
12. Eliminate ClearGov software within the IT budget of \$17,922.
13. For the two Full-Time Coordinator and two Full-Time Maintenance Worker II positions eliminated, provide medical insurance coverage for two fiscal years at an annual cost estimated at \$40,781 for the two Full-Time Coordinator positions and \$64,150 for the two Full-Time Maintenance Worker II positions.

In total, General Fund's revenues were adjusted \$50,000 and expenditures were adjusted \$761,409 to achieve a balanced budget with a surplus of \$82,932 for FY26-27. However, because the General Fund's 5-year financial forecast shows a deficit over future years, staff will continue to monitor and update City Council and seek direction.

ATTACHMENT(S):

- A. FY2026-2027 Annual Budget Adoption_06102026
- B. Resolution No. 26-047 Adopting FY2026-27 Budget
- C. Exhibit A - Recommended Budget Adjustments Worksheet_06102026



CITY OF SOUTH EL MONTE

FY2026-2027

Annual Budget Adoption

June 16, 2026

OVERVIEW

- **5-Year Forecast Presented at the June 2, 2026, Annual Budget Study Session**
- **Additional Revenue Increases and Cost Cutting Measures Proposed**
- **Revised 5-Year Forecast**
- **Additional Information**

5-YEAR FORECAST PRESENTED AT THE JUNE 2, 2026, ANNUAL BUDGET STUDY SESSION

	FY 25-26	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
	<u>Budget</u>	<u>Forecast</u>	<u>Proposed</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>
General Fund							
Revenues	26,453,304	26,771,610	27,844,694	27,451,032	27,957,892	28,553,415	28,995,046
Expenditures	26,352,434	25,957,764	28,573,171	30,461,014	30,923,968	32,378,272	33,893,533
Net Surplus (Deficit)	100,870	813,845	(728,476)	(3,009,982)	(2,966,076)	(3,824,856)	(4,898,488)
Beginning Fund Balance	18,046,617	18,046,617	17,674,180	16,945,704	13,935,722	10,969,646	7,144,789
Net Surplus (Deficit)	100,870	813,845	(728,476)	(3,009,982)	(2,966,076)	(3,824,856)	(4,898,488)
Reserves Applied *		(1,186,282)					
Ending Fund Balance	18,147,487	17,674,180	16,945,704	13,935,722	10,969,646	7,144,789	2,246,302
% of Expenditures	68.9%	68.1%	59.3%	45.8%	35.5%	22.1%	6.6%

* Reserves Applied is for \$510,000 Water Main Extension and \$676,282 Pylon Sign.

ADDITIONAL REVENUE INCREASES AND COST CUTTING MEASURES PROPOSED

General Fund Revenues	
Proposed Budget Discussed at the 6/2/2026 Annual Budget Study Session	\$ 27,844,694
<u>Adjustments</u>	
Reduce fee waivers	50,000
	<hr/>
Adjusted General Fund Revenues	27,894,694
General Fund Expenditures	
Proposed Budget Discussed at the 6/2/226 Annual Budget Study Session	(28,573,171)
<u>Adjustments</u>	
Eliminate two Full-Time Maintenance Worker II positions	291,372
Eliminate Muni Temp Staff in Human Resources	100,000
Reduce Regular Part-Time Recreation Leaders form 39 to 35	87,093
Reduction in Community Services Events & Programs Non-Labor costs	75,000
Reduce Seasonal Part-Time Recreation Leaders from 41 to 35	51,439
Reduce donations to community requests	50,000
Postpone Carasoft scanning services within IT budget to FY 2027-2028	46,307
Eliminate two Part-Time Maintenance Aid positions	45,207
Postpone CPS scanning services within IT budget to FY 2027-2028	40,000
Postpone Accela upgrades within IT budget to FY 2027-2028	35,000
Reduce City Council's Conferences/Seminars budget	27,000
Eliminate ClearGov software within IT budget	17,922
Provide medical insurance to two eliminated Coordinator positions	(40,781)
Provide medical insurance to two eliminated Maintenance Worker II positions	(64,150)
Total adjustments	<hr/> 761,409
Adjusted General Fund Expenditures	(27,811,762)
General Fund Net Surplus	<hr/> \$ 82,932 <hr/>

REVISED 5-YEAR FORECAST

	FY 25-26	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
	<u>Budget</u>	<u>Forecast</u>	<u>Proposed</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>
General Fund							
Revenues	26,453,304	26,771,610	27,894,694	27,501,032	28,007,892	28,603,415	29,045,046
Expenditures	26,352,434	25,957,764	27,811,762	29,910,214	30,102,569	31,515,803	32,987,941
Net Surplus (Deficit)	100,870	813,845	82,932	(2,409,182)	(2,094,677)	(2,912,388)	(3,942,895)
Beginning Fund Balance	18,046,617	18,046,617	17,674,180	17,757,113	15,347,931	13,253,254	10,340,866
Net Surplus (Deficit)	100,870	813,845	82,932	(2,409,182)	(2,094,677)	(2,912,388)	(3,942,895)
Reserves Applied *		(1,186,282)					
Ending Fund Balance	18,147,487	17,674,180	17,757,113	15,347,931	13,253,254	10,340,866	6,397,971
% of Expenditures	68.9%	68.1%	63.8%	51.3%	44.0%	32.8%	19.4%

* Reserves Applied is for \$510,000 Water Main Extension and \$676,282 Pylon Sign.

ADDITIONAL INFORMATION

- Cost reduction in Community Services achieved as follows:
 - City Events
 - National Day of Prayer \$3,000
 - Baby Pageant \$5,000
 - Harvard Academy \$5,000
 - St. Patrick's Day \$4,000
 - Night Markets \$48,000 (Remove one event in April, one event in June, one event in July, and one event in August)
 - Recreation Programs
 - Baby Lab \$6,000
 - Adult Volleyball \$4,000
 - Labor
 - 4 Regular Part-Time Recreation Leaders \$87,093
 - 6 Seasonal Part-Time Recreation Leaders \$51,439

ADDITIONAL INFORMATION (CONTINUED)

UTILITY USERS TAX

	Bell	El Monte	Pico Rivera	San Gabriel	South El Monte	South Pasadena
UUT Rate	10.00%	7.00%	4.50%	8.00%	0.00%	7.50%
UUT Revenue (FY22-23)	4,063,935	8,099,671	4,001,578	5,639,889	n/a	4,431,072
Miles from SEM	9.3	2.1	4.9	5.5	0	11.2
Population	31,864	103,794	59,189	37,732	19,441	25,860

- An UUT Ordinance usually exempts low-income (senior or disabled) households from payment of this tax.
- It is estimated that a 10% UUT will generate \$4 million per year for the City of South El Monte.

ADDITIONAL INFORMATION (CONTINUED)

SPECIAL WAREHOUSE PARCEL TAX

- Below slide was presented on June 11, 2025.
- Estimates were added to the right.

PLANNING FOR OUR FUTURE

- Another source of revenues could be a special parcel tax, which South El Monte does not have. An example would be a Warehouse Special Parcel Tax. Passage of a special parcel tax requires a supermajority vote.
 - For example, the City of Vernon has two special parcel taxes:
 - Warehouse Special Parcel Tax levied on the square footage of land area utilized for warehousing, distribution, truck terminal, and freight terminal occupancies at \$0.33525 per square foot.
 - Public Safety Special Parcel Tax levied on the square footage of land area or portion thereof not taxable by the Warehouse Special Parcel Tax at \$0.03457 per square foot.
 - The special parcel taxes are collected on the annual property tax bill through the LA County Assessor.
 - Can have an annual inflationary adjustment.

Warehouse Parcel Tax Rates	Total Warehouse Square Footage	Estimated Annual Revenues
\$0.10	4,131,480	\$ 413,148
\$0.20	4,131,480	\$ 826,296
\$0.30	4,131,480	\$1,239,444
\$0.40	4,131,480	\$1,652,592
\$0.50	4,131,480	\$2,065,740
\$0.60	4,131,480	\$2,478,888
\$0.70	4,131,480	\$2,892,036
\$0.80	4,131,480	\$3,305,184
\$0.90	4,131,480	\$3,718,332
\$1.00	4,131,480	\$4,131,480

Questions

RESOLUTION NO. 26-047

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING
THE FISCAL YEAR (FY) 2026-27 ANNUAL BUDGET

WHEREAS, the City of South El Monte (the “City”) finds it desirable to adopt an overall City Budget consisting of the General Fund and Special Revenue Funds for the 2026-27 fiscal year; and

WHEREAS, the City held an overall budget review sessions open to the public on June 2, 2026, and June 16, 2026; and

WHEREAS, the City has made changes to the City Manager’s Recommended FY2026-27 budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals, and each of them, are true and correct.

Section 2. The City Manager’s Recommended FY 2026-27 General Fund Budget and Special Revenue Funds Budget as set forth in Exhibit “A” and is hereby approved as the City of South El Monte FY 2026-27 Budget.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of June 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 26-047 was duly passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 16th day of June 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk

Exhibit A

City of South El Monte Fiscal 2026-2027 Budget Recommended Budget Adjustments Worksheet

General Fund Revenues

Proposed Budget Discussed at the 6/2/2026 Annual Budget Study Session **\$ 27,844,694**

Adjustments

Reduce fee waivers 50,000

Adjusted General Fund Revenues 27,894,694

General Fund Expenditures

Proposed Budget Discussed at the 6/2/226 Annual Budget Study Session **(28,573,171)**

Adjustments

Eliminate two Full-Time Maintenance Worker II positions 291,372

Eliminate Muni Temp Staff in Human Resources 100,000

Reduce Regular Part-Time Recreation Leaders form 39 to 35 87,093

Reduction in Community Services Events & Programs Non-Labor costs 75,000

Reduce Seasonal Part-Time Recreation Leaders from 41 to 35 51,439

Reduce donations to community requests 50,000

Postpone Carasoft scanning services within IT budget to FY 2027-2028 46,307

Eliminate two Part-Time Maintenance Aid positions 45,207

Postpone CPS scanning services within IT budget to FY 2027-2028 40,000

Postpone Accela upgrades within IT budget to FY 2027-2028 35,000

Reduce City Council's Conferences/Seminars budget 27,000

Eliminate ClearGov software within IT budget 17,922

Provide medical insurance to two eliminated Coordinator positions (40,781)

Provide medical insurance to two eliminated Maintenance Worker II positions (64,150)

Total adjustments 761,409

Adjusted General Fund Expenditures (27,811,762)

General Fund Net Surplus \$ 82,932

Special Revenue Funds Revenues

Proposed Budget Discussed at the 6/2/26 Annual Budget Study Session **\$ 16,284,434**

Special Revenue Funds Expenditures

Proposed Budget Discussed at the 6/2/26 Annual Budget Study Session **(21,359,806)**

Special Revenue Funds Net Deficit \$ (5,075,372) *

* Deficit due to timing differences of when resources are received and spent.



City Council Agenda Report

Agenda Item No. 10.e.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-048, ADOPTING THE CITY'S FISCAL YEAR (FY) 2026-27 GANN APPROPRIATION LIMIT

SUMMARY: A Resolution to approve the FY 2026-27 for the City of South El Monte pursuant to Article XIII B of the State of California Constitution.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 26-048 establishing the City's Appropriation (Gann) Limit at \$204,620,656 for FY 2026-27.

FISCAL/FINANCIAL IMPACT: No fiscal impact. This is a statutory calculation to adopt the City's annual General Fund spending limit.

DISCUSSION: In November 1979, the California voters approved Proposition 4, which created Article XIII B of the State Constitution that imposed restrictions on the amount of revenue that may be appropriated in any fiscal year. This annual calculation is referred to as the "Appropriation Limit", or more commonly as the "Gann Limit", named after Paul Gann, who sponsored Proposition 4 and was also the co-author of Proposition 13.

Because the language in Article XIII B was extremely vague and did not allow for the substantial economic changes that occurred in the State during the late 1980's, California voters approved Proposition 111 eliminating much of the ambiguity and it provided new adjustment factors that made the appropriation limit more responsive to the local growth issues.

Staff has prepared the FY 2026-27 Gann Limit calculation using the appropriation limit adjustment factors and has summarized them. The City's spending limit is substantially less than the statutory limit. The adoption of this spending limit is an administrative requirement that is required by State law.

ATTACHMENT(S):

- A. Resolution No. 26-048 - FY2026-27 Appropriation Limit
- B. Exhibit A to Resolution

RESOLUTION NO. 26-048

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ESTABLISHING THE FISCAL YEAR 2026-27
APPROPRIATIONS LIMIT FOR THE CITY PURSUANT TO
ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

WHEREAS, the voters of the State of California in November 1979 added Article XIII B (Proposition 4) to the State Constitution placing various limitations on the appropriations of the State and local governments; and

WHEREAS, the voters of the State of California in June 1990 modified Article XIII B by approving Proposition 111, which revised the annual adjustment factors to be applied to the 1986-87 limit and each year thereafter; and

WHEREAS, the City of South El Monte has complied with all provisions of Article XIII B in determining the Appropriation Limit for the 2026-27 fiscal year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES:

SECTION 1. The Appropriation Limit for the 2026-27 Fiscal Year shall be \$204,620,656 for the City as determined by Exhibit A attached hereto.

SECTION 2. The Fiscal Year 2026-27 appropriation limit was calculated using the increase in the County of Los Angeles population as the population factor and the increase in the California per capita personal income as the price factor.

SECTION 3. The population factor and the price factor used are as reported by the State Department of Finance.

SECTION 4. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 16th day of June 2026.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 26-048, was duly passed and approved by the South El Monte City Council at a Regular meeting of said Council held on the 16th day of June 2026, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adrian Garcia, MMC, City Clerk

Exhibit A to Resolution

CITY of SOUTH EL MONTE
Article XIII B Appropriations Limit
Fiscal Year 2026-2027
Appropriations Limit

A. Fiscal Year 2025-2026 Limit 195,006,820

B. Adjustment Factors:

1. Population % 0.99980

2. Inflation % 1.04950

Total Adjustment % 1.04930

C. Annual Adjustment \$ 9,613,836

D. Fiscal Year 2026-2027 Limit 204,620,656

CITY of SOUTH EL MONTE
Article XIII B Appropriations Limit
Fiscal Year 2026-2027
Appropriation Limit Adjustment Factors

Percentage Change in Population	<u>% Change</u>	<u>Factor</u>
City of South El Monte	-0.02%	0.99980
County of Los Angeles	-0.64%	0.99360

Population Factor Selected:
City of South El Monte 0.99980

Percent Change in Price	<u>% Change</u>	<u>Factor</u>
California Per Capita Personal Income	4.95%	1.04950
Non-Residential Assessed Valuation	2.47%	1.02470

Price Factor Selected:
California Per Capita Personal Income 1.04950

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California’s per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. [California Revenue and Taxation Code section 2228](#) provides additional information regarding the appropriations limit. [Article XIII B, section 9\(C\) of the California Constitution](#) exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller’s Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026.** Please note: The prior year’s city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: $1.0495 \times 0.9986 = 1.0480$

[About the Data](#)

FISCAL YEAR 2026-27

Attachment B

Annual Percent Change in Population Minus Exclusions*

January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26	Population Minus Exclusions 1-1-25	Population Minus Exclusions 1-1-26	Total Population 1-1-26
South El Monte	Los Angeles	-0.02	19,493	19,489	19,489

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

[About the Data](#)

FISCAL YEAR 2026-27

Attachment C

Annual Percent Change in Population Minus Exclusions*

January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26	Population Minus Exclusions 1-1-25	Population Minus Exclusions 1-1-26	Total Population 1-1-26
County Total	Los Angeles	-0.64	9,889,470	9,825,852	9,837,286

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

THE CITY OF SOUTH EL MONTE
NONRESIDENTIAL NEW CONSTRUCTION
2024/25 TO 2025/26 TAX YEARS - IN PARCEL NUMBER ORDER
FOR USE IN CALCULATING 2026/27 GANN LIMIT

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
5281-004-012	Industrial	Sem Fern Llc	53,544	456,319	+ 752.2%
8102-007-001	Industrial	Pang Wei Hung	119,910	352,968	+ 194.4%
8102-009-038	Industrial	Kay Investments 1 Llc	210,777	781,347	+ 270.7%
8102-010-016	Industrial	Platt Karen K Cotrustee Adele Kitchner C	136,262	504,566	+ 270.3%
8102-010-017	Industrial	Kay Kenneth J Cotrustee Adele Kitchner	136,740	589,709	+ 331.3%
8102-010-020	Industrial	Kay Kenneth J Trust Et Al Kenneth J Kay	125,446	594,560	+ 374.0%
8103-019-020	Industrial	Rush St Development Company Llc	1,466,887	1,502,905	+ 2.5%
8103-020-036	Industrial	Wg Llc	502,882	986,024	+ 96.1%
8113-029-055	Commercial	Bishara Ishak N And Anne M Trust Bisha	638,963	1,560,562	+ 144.2%
8114-011-011	Industrial	North Durfee Property General Partnersh	554,328	700,332	+ 26.3%
8114-034-020	Commercial	Elmonte Property Llc	1,000,280	1,040,131	+ 4.0%
8117-007-035	Industrial	Kay Investments 1 Llc	325,732	333,765	+ 2.5%
8117-016-044	Industrial	Crane Veyor Corporation	1,900,327	2,064,203	+ 8.6%
13 Parcels Listed			7,172,078	11,467,391	+ 59.9%

This calculation reflects the 2025/26 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2025/26 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIII B of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	4,295,313
Less Automatic 2.000% Assessors's Inflation Adjustment	-143,442
<u>Actual Change in Non-Residential Valuation</u>	<u>4,151,871</u>
Change in Total Assessed Value	167,970,478
= Alternate 2026/27 Appropriations Limit Factor	2.47%



City Council Agenda Report

Agenda Item No. 12.a.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: LETTER FROM FAITH DOMINION CHURCH REQUESTING A FACILITY FEE WAIVER AND CONSIDERATION TO WAIVE ALL THE FEES ASSOCIATED WITH THE RESERVATION FOR THE USE OF THE SOUTH EL MONTE COMMUNITY CENTER AMPHITHEATER

SUMMARY: The Faith Dominion Church is requesting a facility reservation fee waiver for the use of the South El Monte Community Center Amphitheater to host Sunday Services for members of the community from June 14, 2026 to September 6, 2026. In addition, they are requesting to waive all the fees associated with the reservation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility reservation fee waiver for the use of the South El Monte Community Center Amphitheater in the amount of \$1,925.00; and
2. Discuss the request to waive the staff time and damage deposit in the amount of \$1,116.00.

FISCAL/FINANCIAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will be waiving the facility reservation fee from the in the amount of \$1,925.00 and Faith Dominion Church will be responsible for all remaining costs, including but not limited to staff time and the refundable damage deposit.

Additionally, if the City Council waives the staff time and refundable damage deposits, the City will be waiving an extra \$1,116.00. This amount may vary based on the updates or further changes to the reservation. Any increase in the requested waived amount will require City Council approval.

Please see the chart below summarizing the fees associated with the reservation.

Fee Description	Units	Total
Community Amphitheater	\$50/hour x 38.5 Hours	\$1,925.00
Staff Time	\$16/hour x 38.5 Hours	\$616.00
Damage Deposit	\$500.00 (Refundable)	\$500.00
Insurance Coverage	Agency will Provide	\$0.00
Total:		\$3,041.00

DISCUSSION: The Faith Dominion Church is requesting a facility waiver and consideration to waive all the reservation fees for the use of the Community Center Amphitheater every Sunday beginning June 14, 2026, to September 6, 2026, from 9:00 a.m. to 12:30 p.m.

ATTACHMENT(S):

- A. Fee Waiver Request Letter
- B. Faith Dominion Reservation Application



Faith Dominion Church
1431 Central Ave S. El Monte, Ca. 91733
Tel 626-600-2940
EIN #47-4278149

Dear Honorable Mayor and City Council,

We are delighted to have served this city for the past decade, providing essential services to residents and neighboring communities. It is our privilege to promote spiritual growth, character development, and community engagement. We are thrilled to celebrate 11 years of ministry in the City of South El Monte.

We are requesting the use of the South El Monte Community Center Amphitheater to have our weekly Church services for the spiritual well-being, educational enlightenment of the Holy Scriptures, for the citizens of this community and surrounding cities. In addition, we are requesting a full fee waiver for use of the facility starting on Sunday 6-21-2026 from 9:00AM to 12:30PM thru Sunday 9-6-2026 from 9:00AM to 12:30PM excluding Sunday July 5th. We are needing this space for this time due to the Valle Lindo School District CRC planned upgrades and summer school programs. We respectfully request your support by providing the South El Monte Community Center Amphitheater for our church services and we are also requesting a full fee waiver.

We sincerely thank you for considering our request.

Pastor's Ben and Patricia Garrett
Faith Dominion Church

"Remember to dominate this world system by FAITH in the word of God!"



APPLICANT INFORMATION

Name: Benjamin Garrett	Organization/Business: Faith Dominion Church
Address: [REDACTED]	City: South El Monte Zip Code: 91733
Home Phone: [REDACTED]	Work Phone: [REDACTED]
Cell Phone: [REDACTED]	Email: [REDACTED]

**RECREATION SERVICES FACILITY & PARK
 RENTAL APPLICATION AND AGREEMENT**
 APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT
 ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Main Pool	Mary Van Dyke
<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Arts and Craft Room	<input type="checkbox"/> Wading Pool	<input type="checkbox"/> Community Room
<input checked="" type="checkbox"/> Amphitheater	<input type="checkbox"/> Multi Room	<input type="checkbox"/> Locker Rooms	<input type="checkbox"/> Gazebo
<input type="checkbox"/> Dance Room	<input type="checkbox"/> Game Room		Shively or New Temple
<input type="checkbox"/> Parking Lot			<input type="checkbox"/> Baseball Field(s)
			<input type="checkbox"/> Open Field
			<input type="checkbox"/> Softball Field(s)
			<input type="checkbox"/> Picnic Area
Date of Event: 6/21, 6/28, 7/12, 7/19, 7/26, 8/2, 8/9, 8/16, 8/23, 8/30, 9/6			Estimated Attendance: 45
Purpose of Event/Function: Church Service		Day(s): Sundays	Set up Time: 9:00am to 10:00 am
Reservation Time: 9:00am to 12:30pm		Clean up Time: 12:00pm to 12:30pm	
Kitchen Hours: N/A			
Will the event be open to the public?	YES		
Will there be entertainment?	YES If yes, what type? Pastries		
Will food be served?	YES If yes, name of caterer? n/a		
Will alcohol be served?	NO		
Portable Stage needed?	NO		

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: [Signature] Date: 6-9-26

OFFICE USE ONLY

APPROVED DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: Ben Garrett - Faith Dominion Church

DATE OF USE: Sundays 6/21/2026 - 9/6/2026

FACILITY: Community Center Amphitheater

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED - SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	\$ 50 x 3.5 Hours x 11 Days	\$ 1,925.00
Staff Fee	\$ 16 x 1 # Staff x 3.5 Hours x 11 DAYS	\$ 616.00
Security Guard Fee	\$ N/A x # Guard (s) x Hours	\$ N/A
Kitchen Fee	NO KITCHEN NEEDED	\$ N/A
Clean Up Fee		\$ N/A
Damage Deposit		\$ 500.00
Insurance Premium Certificate		\$
Liquor Premiums		\$
Inflatable Bouncer		\$
ABC Permit		\$
	TOTAL:	\$ 3,041.00

of Round Tables: _____ #
of Rectangle Tables: _____ #
of Chairs _____

Table and Chair Ratio
6 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Applicant maintains higher limits than the minimums shown above, the City of South El Monte requires and shall be entitled to coverage for the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of South El Monte.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 12:00 a.m. Amplified music must be terminated no later than 11:00 p.m.
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes , assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature:  Date: 6-9-20



City Council Agenda Report

Agenda Item No. 12.b.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

SUBJECT: CORRESPONDENCE FROM THE MOUNTAIN VIEW SCHOOL DISTRICT, IN SUPPORT OF THE TASTE OF RIO EVENT JUNE 18, 2026, FUNDS FROM THE TASTE OF RIO SUPPORT EDUCATIONAL PROGRAMS FOR LOCAL STUDENTS

SUMMARY: A Taste of Río will take place Thursday, June 18, 2026, on the beautiful Río Hondo College Campus beginning at 6:00 pm. This popular and festive event, produced by the Río Hondo College Foundation, brings together more than 500 guests for an evening of delicious foods, fine wine and craft beer, delightful entertainment, and a silent auction. Musical entertainment adds to the festive atmosphere. The evening raises funds to support scholarships, programs and equipment that promote student success at Río Hondo College.

RECOMMENDED ACTION: Staff recommends that the City Council select from the following options attached in the Río Hondo flyer.

FISCAL/FINANCIAL IMPACT: Tickets are purchased from the City Council meeting expense budget. Last year the city purchased five VIP tickets totaling \$625.00.

DISCUSSION: This is an opportunity to support a program that is making a meaningful difference in the lives of students in the Mountain View School District. The Río Hondo College Foundation's annual Taste of Río event raises funds that directly benefit educational programs and opportunities for local students, including many of our own.

Through our partnership with Río Hondo College, Mountain View School District eighth-grade students can earn their first college credits through extended learning experiences and college-focused programming. These opportunities help students build confidence, develop a college-going mindset, and increase their likelihood of pursuing higher education and future career pathways.

The Mountain View School District encourages you to consider attending the Taste of Río event or making a donation to support the Río Hondo College Foundation. Your

investment helps expand access to transformative educational experiences that can have a lasting impact on our students and community.

ATTACHMENT(S):

- A. A Taste of Río 2026 - Campaign



A TASTE OF RÍO

Thursday, June 18, 2026 • 6:00 pm
Río Hondo College Lower Quad, 3600 Workman Mill Road, Whittier, CA

GET TICKETS

DONATE NOW

About the Event

A Taste of Río will take place Thursday, June 18, 2026 on the beautiful Río Hondo College Campus beginning at 6:00 pm.

This popular and festive event, produced by the Río Hondo College Foundation, brings together more than 500 guests for an evening of delicious foods, fine wine and craft beer, delightful entertainment, and silent auction. Musical entertainment adds to the festive atmosphere.

The evening raises funds to support scholarships, programs and equipment that promote student success at Río Hondo College.

Must be 21 years of age or older to attend event.

****CLICK HERE TO PURCHASE RAFFLE TICKETS****

Tickets/Sponsorships

Tickets will not be sold at the event.

General Admission

\$75.00

Admission includes, beer, wine, restaurant tastings, live music, and access to raffles.

VIP Admission

\$125.00

VIP Admission includes wine, beer and restaurant tasting, music, and access to raffle. In addition, all VIP guests receive complimentary cocktail tastings, and access to premium wine tastings.

Signature Sponsor

\$25,000.00

- Recognition as Signature Sponsor
 - Special logo recognition
 - Two-page center acknowledgment in program
 - Prominent signage at event, and on website & social media
 - Twenty (20) admission tickets (includes Preview admission)
-

Platinum Sponsor

\$15,000.00

- Recognition as Signature Sponsor
 - Special logo recognition
 - Half-page acknowledgment in program
 - Prominent signage at event, and on website & social media
 - Ten (10) admission tickets (includes Preview admission)
-

Diamond Sponsor

\$10,000.00

- Recognition as Signature Sponsor
 - Special logo recognition
 - Quarter-page acknowledgment in program
 - Signage at event, and on website & social media
 - Eight (8) admission tickets (includes Preview admission)
-

Gold Sponsor

\$5,000.00

- Quarter-page acknowledgment in program
- Signage at event, and on website & social media

– Four (4) admission tickets (includes Preview admission)

Silver Sponsor

\$2,500.00

- Acknowledgment in program
 - Logo at event, website & social media
 - Three (3) admission tickets (includes Preview admission)
-

Emerald Sponsor

\$1,500.00

- Acknowledgment in program
 - Logo at event, website & social media
 - Two (2) admission tickets (includes Preview admission)
-

Bronze Sponsor

\$500.00

- Acknowledgment in program
 - Listed on website & social media
 - One (1) admission tickets (includes Preview admission)
-

[Get Tickets](#)

[Back to top](#) 

Rio Hondo College Foundation
3600 Workman Mill Rd
Whittier, CA 90601 US
5624636654

Donor Support
foundation@riohondo.edu

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City Council Agenda Report

Agenda Item No. 13.a.

DATE: June 16, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: MAYOR GLORIA OLMOS

Request that staff provide more context and definitions to the Minutes.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None