

Gloria Olmos, Mayor
Richard Angel, Mayor Pro Tem
Manuel Acosta, Councilmember
Hector Delgado, Councilmember
Gracie Retamoza, Councilmember



Rachel Barbosa, City Manager
Donna G. Schwartz, City Clerk
Anthony R. Taylor, City Attorney

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

July 13, 2021 - 6:00 PM
(Via Zoom Webinar)

*****SPECIAL NOTICE REGARDING COVID-19*****

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 in response to the COVID-19 pandemic, which authorizes the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. All requirements of the Brown Act requiring the physical presence of Council Members, staff, or the public as a condition of participation in or quorum for a public meeting have been waived. Public participation will be allowed via the information below.

To view Live Meetings, use Zoom link below:

Join Zoom Meeting (View and/or Participate ONLY during PUBLIC COMMENT)

Link: <https://us02web.zoom.us/j/84494206382>

Webinar ID: 844 9420 6382

Or

Call In: 1 669 900 6833, when prompted, enter 84494206382#

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 ext. 3280 to leave a voicemail message. All comments received an hour before the scheduled meeting will be added to the City Council agenda as part of the public comment.

MEETINGS

The [City Council](#) holds regular meetings on the second and fourth 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 time 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)).

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 packet can be viewed either at www.cityofsouthelmonte.org/129/City-Council-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:

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540 ext. 3280
Cell (626) 274-0412

Paola Lara, Deputy City Clerk
Ph (626) 579-6540 ext. 3220
Cell (626) 374-1998.

[Agenda Begins on the Following Page]

1. **ROLL CALL** Councilmembers: Acosta, Delgado, Retamoza, Mayor Pro Tem Angel and Mayor Olmos
2. **PLEDGE OF ALLEGIANCE** - Mayor Gloria Olmos
3. **INVOCATION** - Pastor David Torres, Calvary Assembly of God Church, El Monte, California
4. **PRESENTATIONS**
 - 4.a. Presentation of the "2021" Chamber Installation Award Winners by El Monte/South El Monte Chamber of Commerce for "Citizen/Volunteer of the Year," "Business of the Year," "Sheriff of the Year," and "Small Business of the Year"
 - 4.b. "Certificate of Recognition," presented by the City of South El Monte to Yvette Shahinian, District Chief of Staff, Office of Congresswoman Linda Sanchez for "10 Years of Service in the 38th District"
 - 4.c. "Certificate of Recognition" presented to Greater El Monte Community Hospital and the Subacute Unit (Nursing Homes/Subacute) for achieving A "5-Star Rating" by the *Center for Medicare & Medicated Services* for the Categories "Mortality," "Safety of Care," "Readmission," "Patient Experience," and "Timely/Effective Care"

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 may speak up to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. During public hearing, speakers are encouraged to speak at the time the public hearing item is presented. Any documents for review should be presented to the City Clerk for distribution.

7. **CONSENT CALENDAR**

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.

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF REGULAR CITY COUNCIL MEETING MINUTES FOR JUNE 22, 2021

Staff seeks Council approval of the Minutes for the Regular City Council Meeting held Tuesday, June 22, 2021.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of June 22, 2021.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-41, APPROVING WARRANTS FOR THE PERIOD OF JUNE 23, 2021, THROUGH JULY 13, 2021

Authorizing payment of City expenditures for the period of June 23, 2021, through July 13, 2021, totaling \$778,432.35.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-41, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF SECOND READING AND ADOPTION OF ORDINANCE NO. 1253, CHAPTER 13.14, "ORGANIC WASTE DISPOSAL REDUCTION" TO TITLE 13 "PUBLIC SERVICES" TO THE SOUTH EL MONTE MUNICIPAL CODE

The California Integrated Waste Management Act of 1989 (the "Act") established a solid waste management process that requires local jurisdictions to adopt and implement plans to reduce the amount of solid waste generated within their jurisdictions and to maximize reuse and recycling. Several times over the past decade, the California Legislature has amended and added provisions to the Act. The City's current Municipal Code provisions concerning solid waste management, most of which have not been updated since 1994, are out of date and lack many of the provisions required by the Act and recent legislation.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1253.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-47, APPROVING AN AMENDED CITY-WIDE SALARY AND PAY SCHEDULE IN COMPLIANCE WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) REQUIREMENTS

The City of South El Monte contracts with the CalPERS to provide retirement benefits for its employees. In order to comply with applicable sections of the California Government Code (Government Code), California Code of Regulations (CCR) and the City's contract with CalPERS, as it relates to earnable compensation for purposes of calculating employees retirement benefits, staff is recommending the adoption of an amended City-wide Salary Schedule. This resolution would include salaries for all full-time and part-time City employees for fiscal year 2021-2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-47, approving an amended City-wide salary schedule in compliance with CalPERS requirements.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-46, APPROVING FISCALYEAR (FY) 2021-2022 APPROPRIATION (GANN) LIMIT

A Resolution to approve the FY 2021-22 for the City of South El Monte pursuant to Article XIII B of the State of California Constitution.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-46 establishing the City's Appropriation Limit at \$157,096,894 for FY 2021-22.

PUBLIC HEARINGS NEXT PAGE

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-44, APPROVING ACCEPTANCE OF FUNDS FROM LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) AND REQUESTING ALLOCATION OF FUNDS TO THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

The California Department of Housing and Community Development requires entitlement jurisdictions to use their allocation of Permanent Local Housing Allocation (PLHA) Grant Program for eligible housing related projects and programs to assist in addressing the unmet housing needs of our community. The City was allocated \$200,538 for Year 2, by a formula grant by Los Angeles County Development Authority (LACDA).

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 21-44, approving the 2021 allocation of CDBG-PLHA (Community Development Block Grant-Permanent Local Housing Allocation) Program Year 2 funds, as outlined, and authorize the City Manager or designee to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for CDBG projects with the Los Angeles County Development Authority (LACDA).

8.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-45, APPROVING THE ANNUAL LEVY OF THE SEWER SERVICE FEE FOR FISCAL YEAR (FY) 2021-2022

The City's sewer service fee (the "Fee") must first be approved by City Council each year, after holding a Public Hearing on said Fee, in order to levy a Fee for the next fiscal year on all parcels in the City for the funding of improvements needed to upgrade the City's sanitary sewer system (System), and to have the Fee collected on the tax roll in the same manner, by the same person, and at the same time as the general taxes of the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 21-45, approving the annual levy of the Sewer Service Fee for Fiscal Year 2021-22, at \$35.37 per sewer unit.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF A FACILITY RESERVATION FEE WAIVER REQUESTED BY EL MONTE/SOUTH EL MONTE JETS FOR THE USE OF SHIVLEY PARK FIELD, NEW TEMPLE PARK FIELDS, AND COMMUNITY CENTER DANCE ROOM

The El Monte/ South El Monte Jets (“Jets”) are requesting a fee waiver for the use of the Shively Park field to host practices three (3) times a week from July 13, 2021 to July 29, 2021 and use of New Temple Park Fields to host the 2021 season's practices and games from August 3, 2021 to December 3, 2021. Additionally, the Jets are requesting the use of the Community Center Dance Room to host league board meetings.

RECOMMENDED ACTION: Staff recommends City Council approve the facility reservation fee waiver requested by the Jets in the amount of \$8,070.00.

9.b. CONSIDERATION AD APPROVAL OF A FACILITY RESERVATION FEE WAIVER REQUESTED BY SOUTH EL MONTE AMERICAN YOUTH SOCCER ORGANIZATION (AYSO) FOR THE USE OF SHIVELY PARK FIELD

The South El Monte AYSO Soccer Organization (“AYSO”) is requesting a fee waiver for the use of the Shively Park field to host practices five (5) times a week and games once a week from August 2, 2021 to February 28, 2022.

RECOMMENDED ACTION: Staff recommends City Council approve the facility reservation fee waiver requested by AYSO in the amount of \$46,400.00.

9.c. CONSIDERATION AND APPROVAL OF A FACILITY RESERVATION FEE WAIVER REQUESTED BY EL MONTE/ SOUTH EL MONTE CHAMBER OF COMMERCE FOR THE USE OF THE COMMUNITY CENTER PARKING LOT AND AMPHITHEATER

The El Monte/South El Monte Chamber of Commerce (“Chamber of Commerce”) is requesting the use of the Community Center parking lot and amphitheater to host the “Blast from The Past” Community Car and Motorcycle Show on Saturday, July 17, 2021 from 7:00 a.m.to 4:00 p.m.

RECOMMENDATION: Staff recommends City Council discuss and take action on the fee waiver requested by the Chamber of Commerce in the amount of \$1,800.00.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234 requires that councilmembers must briefly report, orally or in writing, on meetings attended at City expense (for example, Contract City and League of California Cities Conferences, ICSC conferences, etc.) at the City Council meeting following the meeting.

11. CORRESPONDENCE – None.

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER MANNY ACOSTA

1. Explore the possibility of having Summer “Concerts in the Park,” one in July and several in August.

12.b. COUNCILMEMBER HECTOR DELGADO

1. Discussion and/or action on funding the School Resource Officer (SRO) at South El Monte High School.

12.c. MAYOR GLORIA OLMOS

1. El Monte/South El Monte Chamber of Commerce “Blast from The Past” Community Car & Motorcycle Show

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9 paragraph (2) or (3) of subdivision (d) - [One case]

13.b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code section 54956.8

Property: 1556 Central Avenue, South El Monte, CA 91733

Agency negotiators: Rachel Barbosa, City Manager

Negotiating parties: To be Determined

Under negotiation: Price and Terms of Payment

14. ADJOURNMENT - Tuesday, July 27, 2021 at 6 p.m.

In memory of Hector Carrasco Martinez, long time resident of South El Monte since 1968.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 8th day of July 2021.



City Clerk, CMC



City Council Agenda Report

Agenda
Item No.
7.a

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF REGULAR CITY
COUNCIL MEETING MINUTES FOR JUNE 22, 2021

SUMMARY: Staff seeks Council approval of the Minutes for the Regular City Council Meeting held Tuesday, June 22, 2021.

RECOMMENDATION: Staff recommends City Council approve the Regular City Council Meeting Minutes of June 22, 2021

ATTACHMENT(S):
June 22, 2021 Regular City Council Meeting Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 22, 2021 - 6:00 p.m.**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:01 p.m.

PRESENT (via Zoom Webinar): Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

STAFF PRESENT(via Zoom Webinar): Rachel Barbosa, City Manager; Anthony R. Taylor, City Attorney; Rene Salas, Deputy City Manager; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; Donna G. Schwartz, City Clerk, Paola Lara, Deputy City Clerk; Joe Martinez, Code Enforcement/Public Safety Supervisor, and Ian McAleese, Planning Assistant.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020. Zoom webinar was provided for the Public.

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

3. INVOCATION – Ruby Rose Yopez, Planning Commissioner offered the invocation.

4. PRESENTATIONS

- 4.a.** City Council received a report from the Sheriff's Department and discussed matters concerning law enforcement in the City.
- 4.b.** City Council received a report from the Code Enforcement Division of the Community Development Department on code enforcement and public safety activities.
- 4.c.** Danielle Zamora, Active SGV, presented a PowerPoint on the Clean Mobility Assessment for the City of El Monte and South El Monte including outreach conducted, findings, are recommendations.

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

A motion was made by Councilmember Delgado, seconded by Councilmember Retamoza to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

6. PUBLIC COMMENT

Mayor Olmos opened public comment, there being none, closed public comment.

7. CONSENT CALENDAR

City Attorney Anthony Taylor read a summary of the terms and compensation for Item 7.h. amending the employment agreement with Community Development Director.

A motion was moved by Mayor Pro Tem Angel, seconded by Councilmember Delgado to approve the Consent Calendar. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

- 7.a. Approved Minutes for the Regular City Council Meeting held Tuesday, June 8, 2021.
- 7.b. Adopted Resolution No. 21-31, Authorizing payment of City expenditures for the period of June 9, 2021 through June 22, 2021 totaling \$1,237,101.05.
- 7.c. Approved City Council "going dark" on Tuesday, August 10, 2021 and Tuesday, August 24, 2021.
- 7.d. Adopted Resolution No. 21-36, approving and authorizing City Manager to negotiate and execute agreement with Ecolane USA, Inc (Ecolane).
- 7.e. Adopted Resolution No. 21-37, approving Amendment No. 5 extending existing agreement Subaward Number ENP202110 with the County of Los Angeles and authorizing City Manager, or her designee, to execute said agreement.
- 7.f. Adopted Resolution No. 21-38, extending the current term to December 31, 2021 and authorize City Manager to execute Amendment No. 8 to agreement with Huntington Culinary to allow sufficient time to conduct a competitive bidding process for culinary services.
- 7.g. Adopted Resolution No. 21-39, approving Amendment No. 7 with Huntington Culinary to increase the compensation terms from \$235,654.20 to a total not-to-exceed amount of \$320,000 and authorize a \$84,345.80 budget increase to the FY 2020-21 budget.
- 7.h. Adopted Resolution No. 21-40, authorizing the Mayor to execute the first amendment to employment agreement with Mr. Cataldi.

8. PUBLIC HEARINGS

- 8.a. **CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1253, ADDING CHAPTER 13.14 "ORGANIC WASTE DISPOSAL REDUCTION" TO TITLE 13 "PUBLIC SERVICES" OF THE CITY OF SOUTH EL MONTE MUNICIPAL CODE**

City Manager Rachel Barbosa introduced the item and Community Development Director Colby Cataldi presented the staff report.

City Attorney Taylor read the title of the Ordinance.

Mayor Olmos opened the public hearing.

1. Ruby Rose Yopez, Planning Commissioner, inquired if it would be possible for the food scraps collected by Athens be donated to the Community Farm to be used for much and compost. Christian Warner, Athens Services, stated they would have to look into the available options for working with the Community Farm.

There being no additional speakers, Mayor Olmos closed public comment.

A motion was moved by Mayor Pro Tem Angel, seconded by Councilmember Acosta to waive first reading and introduce Ordinance 1253, adding Chapter 13.14 "Organic Waste Disposal Reduction" to Title 13 "Public Services" of the City of South El Monte Municipal Code.

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-43, ACCEPTING UNITED STATES DEPARTMENT OF ENERGY (DOE) AWARD FUNDS AND AUTHORIZING CITY MANAGER OR DESIGNEE TO ENTER INTO A COOPERATIVE AGREEMENT FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

Community Development Director Colby Cataldi presented the staff report.

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to adopt Resolution No. 21-43, accepting funding from DOE and authorizing City Manager or designee to enter into a cooperative agreement for the South El Monte Autonomous Building Controls Retrofit project.

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-42, ADOPTION OF FISCAL YEAR (FY) 2021-22 ANNUAL BUDGET

City Manager Rachel Barbosa introduced the item and announced there was a correction to the presentation due to the City having to absorb the cost of retaining the School Resource Deputy when the school district paused the program due to

the COVID-19 pandemic.

Interim Finance Director William Fox, City Manager Rachel Barbosa, and Community Development Director Colby Cataldi presented a PowerPoint presentation on Updated Proposed Budget, Proposed Adjustments Before Adoption, American Rescue Plan Update, Five Year Forecast, Proposed Adjustments Before Adoption, Community Safety and Quality of Life, Additional Budget Adjustments Options Before Adoption, and Follow Up Items Requiring Clarification.

City Council discussed at length the personnel requests. Councilmember Retamoza pointed out an error on slide 14 of the presentation, noting the position for "PT to FT PSO" didn't match the amount of \$24,414 for a full time position, Community Development Director confirmed there was an error and the personnel request should be "PT to PT PSO" instead of "PT to FT PSO"

A motion was made by Councilmember Acosta, seconded by Councilmember Delgado to approve Option 2, with correction of "PT to PT PSO" instead of "PT to FT PSO," reassign School Resource Deputy and approve the personnel requests: full time Public Safety Officer to full time Code Enforcement Officer, part time temporary Public Safety Officer to part time permanent Public Safety Officer, and part time temporary Code Enforcement Officer to full time Code Enforcement Officer, approve a budget adjustment of \$258,057 using ARPA funds, and approve Resolution No. 21-42 approving the FY 2021-22 Budget as amended.

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

Mayor Olmos called for a recess at 8:58 p.m. and reconvened the meeting at 9:03 p.m.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Retamoza announced she attended the Father's Day Senior Drive-Thru event.

Councilmember Acosta announced he attended the Father's Day Senior Drive-Thru event.

Councilmember Delgado announced he attended the 2021 Jr. Olympics in which his daughter, Mia Delgado, participated and received three (3) gold and one (1) silver medal for Judo.

Mayor Pro Tem Angel announced he attended the Father's Day Senior Drive-Thru event.

Mayor Olmos announced she attended the Father's Day Senior Drive -Thru event, Southeast Areal Animal Control Authority meeting, and that Greater El Monte Hospital is a two-time 5 star hospital.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER HECTOR DELGADO

1. Consideration of hiring an additional Los Angeles County Deputy/Sergeant to our South El Monte (SEM) Team to impact the rise in crime in South El Monte. Measure ES will generate over \$1 million dollars in sales tax revenue to cover the cost of this vital position.

Councilmember Delgado announced action had already been taken on this item during agenda Item 9.b.

12.b. MAYOR PRO TEM RICHARD ANGEL

1. Staff to present residential driveway permit process.

Item 12.b.1 was discussed after Item 12.b.2.

Pro Tem Angel requested information as to why residents are required to submit a drawing if a permit is not required and would like staff to look into revising the municipal code to allow residents to add cement driveways and walkways to improve their properties.

Community Development Director Colby Cataldi stated a General Plan Update Phase 2 and Zoning Code Update are upcoming and Mayor Pro Tem Angel's concerns can be addressed at that time, explained why the City requires a drawing to prove that a permit won't be needed if the resident is not encroaching on the City's right of way, and introduced Assistant Planner, Ian McAleese, who presented a PowerPoint explaining the Residential Driveway Approval process.

2. Implementation of Senior Citizen recreational lap swim and water exercise program.

Deputy City Manager Rene Salas announced there will be a senior aerobic swim class offered on Mondays and Wednesdays from 9:30-10:15 a.m. starting on July 6th and the City will be promoting the class.

Mayor Olmos allowed public comment.

1. Ken Rausch, El Monte/South El Monte Chamber of Commerce, commended Community Development for being proactive and working with the community and creating a business-friendly environment, announced the Circus is in town until June 28th and there will be a car show on July 17th.

13. CLOSED SESSION – None.

14. RECESS COUNCIL MEETING

At 9:30 p.m. Mayor Olmos recessed the Regular City Council meeting to the Successor

Agency meeting.

At 9:32 p.m. Mayor Olmos reconvened the Regular City Council meeting.

15. RECONVENE AND ADJOURN COUNCIL MEETING

There being no further business coming before this body, at 9:32 p.m. Mayor Olmos adjourned the meeting to a regular meeting on Tuesday, July 13, 2021 at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda
Item No.
7.b.

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-41, APPROVING WARRANTS FOR THE PERIOD OF JUNE 23, 2021 THROUGH JULY 13, 2021

SUMMARY: Authorizing payment of City expenditures for the period of June 23, 2021 through July 13, 2021 totaling \$778,432.35

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-41, authorizing payment of City expenditures.

ATTACHMENT(S):

A. Resolution No. 21-41, Warrants

RESOLUTION NO. 21-41

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF JUNE 23, 2021 THROUGH JULY 13, 2021 TOTALING \$778,432.35

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 amounts hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 20/21	Electronic Warrants	6/23/2021 – 7/13/2021	5034-5049	\$120,011.48
FY 20/21	Hand Typed Warrants	6/23/2021 – 7/13/2021	137871-137882	\$29,325.50
FY 20/21	Regular Warrants	6/23/2021 – 7/13/2021	137887-137974	\$280,191.76
FY 21/22	Hand Typed Warrants	6/23/2021 – 7/13/2021	137883-137886	\$17,763.04
FY 21/22	Regular Warrants	6/23/2021 – 7/13/2021	137975-137990	\$190,844.09
Payroll	Check	PPE 6/26/2021	27432-27438	\$6,442.97
Payroll	Manual Check	PPE 6/26/2021	27439-27440	\$395.89
Payroll	Direct Deposit	PPE 6/26/2021	798343-798446	\$133,457.62

TOTAL EXPENDITURES RESOLUTION NO. 21-41 \$778,432.35

PASSED, APPROVED, AND ADOPTED this 13th day of July 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-41, 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 13th day of July 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 07/13/2021

FY	BUDGET UNIT	VENDOR NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
21	05	CALPERS RETIREMENT	5034	06/21/21	5/16-5/29 PLAN 23047	2,103.62
21	05	CALPERS RETIREMENT	5034	06/21/21	5/16-5/29 PLAN 27216	9,276.69
21	05	CALPERS RETIREMENT	5034	06/21/21	5/16-5/29 PLAN 685	9,942.79
						21,323.10
21	05	CALPERS RETIREMENT	5035	06/21/21	5/29-6/1 PLAN 685	57.97
21	05	DEPARTMENT OF THE TREASURY	5036	06/21/21	PPE 6/12/21 MED	5,680.92
21	05	DEPARTMENT OF THE TREASURY	5036	06/21/21	PPE 6/12/21 FEDERAL	18,513.78
21	05	DEPARTMENT OF THE TREASURY	5036	06/21/21	PPE 6/12/21 FICA	24,290.84
						48,485.54
21	05	EMPLOYMENT DEVELOPMENT DEPT.	5037	06/21/21	PPE 6/12 TNG WTHD'G	16.25
21	05	EMPLOYMENT DEVELOPMENT DEPT.	5037	06/21/21	PPE 6/12 UITAX WTHD'G	719.63
21	05	EMPLOYMENT DEVELOPMENT DEPT.	5037	06/21/21	PPE 6/12 STATE WTHD'G	5,500.17
						6,236.05
21	011701730	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	6/24 OBF INSTALLMENT	5.35
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/7-5/5 11530 THIENES	14.58
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	3/9-4/6 11530 THIENES	15.00
21	011701730	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	6/24 OBF INSTALLMENT	23.03
21	011701730	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	6/24 OBF INSTALLMENT	26.35
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	5/1-5/31 PECK/DURFEE	33.96
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/1-4/30 PECK/DURFEE	33.96
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/13-5/11 11001 FAWCE	36.79
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	3/15-4/12 11001 FAWCE	38.84
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	5/1-5/31 SLACK/SANTA	73.13
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/1-4/30 SLACK/SANTA	73.13
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/1-4/30 KRUSE/MERCED	85.18
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	5/1-5/31 KRUSE/MERCED	85.18
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/26-5/24 10498 FERN	98.60
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/1-4/30 SCHMIDT/SANT	108.52
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	5/1-5/31 SCHMIDT/SANT	108.52
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	3/24-4/25 10498 FERN	117.49
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/1-4/30 2551 HAVENPK	121.52
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	5/1-5/31 2551 HAVENPK	121.52
21	011701730	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	6/24 OBF INSTALLMENT	394.74
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	5/1-5/31 SANTA/FAWCET	758.72
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/1-4/30 SANTA/FAWCET	758.72
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	4/1-4/30 SAFETY LIGHT	1,351.66
21	011701760	SOUTHERN CALIFORNIA EDISON	5038	06/21/21	5/1-5/31 SAFETY LIGHT	1,351.66
						5,836.15
21	05	STATE DISBURSEMENT UNIT	5039	06/21/21	PPE 6/12 CASE 0980438	150.00
21	05	STATE DISBURSEMENT UNIT	5039	06/21/21	PPE 6/12 CASE 1457313	603.50
21	05	STATE DISBURSEMENT UNIT	5039	06/21/21	PPE 6/12 CASE 2135289	646.15
						1,399.65
21	05	WASHINGTON NATIONAL INSURANCE	5040	06/21/21	JUN'21 LIFE INSURANCE	1,493.74
21	05	CALPERS RETIREMENT	5041	06/30/21	JUN'21 COUNCIL 27216	116.63
21	05	CALPERS RETIREMENT	5042	06/30/21	5/30-6/12 PLAN 23047	2,103.62
21	05	CALPERS RETIREMENT	5042	06/30/21	5/30-6/12 PLAN 27216	9,386.93
21	05	CALPERS RETIREMENT	5042	06/30/21	5/30-6/12 PLAN 685	9,538.24
						21,028.79
21	011701710	HOME DEPOT CREDIT SERVICES	5043	06/30/21	CARPET/WALLS RPR SUP	85.45
21	011701710	HOME DEPOT CREDIT SERVICES	5043	06/30/21	DOOR SUP & PARTS/FIN	98.57
21	011601670	HOME DEPOT CREDIT SERVICES	5043	06/30/21	BBQ GRILL INSTALL SUP	106.55
21	011601620	HOME DEPOT CREDIT SERVICES	5043	06/30/21	PIPES FOR FLOWERS	114.52
21	011701710	HOME DEPOT CREDIT SERVICES	5043	06/30/21	DOOR SUP & PARTS/FIN	137.88
21	011601610	HOME DEPOT CREDIT SERVICES	5043	06/30/21	(2) PLYWOOD SHEETS	143.37
21	011701750	HOME DEPOT CREDIT SERVICES	5043	06/30/21	PLANTS FOR CHALL	270.29
21	011601620	HOME DEPOT CREDIT SERVICES	5043	06/30/21	WATER SOFTENER SALT	323.44
21	011601620	HOME DEPOT CREDIT SERVICES	5043	06/30/21	PAINTS & SUPPLIES	14.19
21	011701710	HOME DEPOT CREDIT SERVICES	5043	06/30/21	SPRAY PAINT	24.57
21	011601640	HOME DEPOT CREDIT SERVICES	5043	06/30/21	POOL SUPPLIES	31.70
21	011701750	HOME DEPOT CREDIT SERVICES	5043	06/30/21	(3) TOOL BAGS	32.75

21	011701720	HOME DEPOT CREDIT SERVICES	5043	06/30/21	LACTATION ROOM PAINT	36.93
21	011701720	HOME DEPOT CREDIT SERVICES	5043	06/30/21	YARD SUPPLIES	42.59
21	011601620	HOME DEPOT CREDIT SERVICES	5043	06/30/21	CEILING PAINT/ROLLERS	43.43
21	011701710	HOME DEPOT CREDIT SERVICES	5043	06/30/21	LACTATION ROOM SUP	43.67
21	011701750	HOME DEPOT CREDIT SERVICES	5043	06/30/21	PLANTS FOR CHALL	63.10
21	011601650	HOME DEPOT CREDIT SERVICES	5043	06/30/21	TOOLS/NTP	69.92
21	011601630	HOME DEPOT CREDIT SERVICES	5043	06/30/21	PAINTS & SUPPLIES	73.30
21	011701750	HOME DEPOT CREDIT SERVICES	5043	06/30/21	SUPPLIES FOR AREA	78.19

1,834.41

21	011601610	SOUTHERN CALIFORNIA EDISON	5044	06/30/21	5/17-6/15 1530 CENTRA	1,561.70
21	011601630	SOUTHERN CALIFORNIA EDISON	5045	06/30/21	5/17-6/15 1824 CENTRA	424.76
21	011601640	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	4/9-5/9 1500 CENTRAL	30.63
21	011601650	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	5/1-5/31 1450 LIDCOMB	31.03
21	011601650	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	4/1-4/30 1450 LIDCOMB	31.03
21	011601650	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	3/12-4/11 1450 LIDCOM	47.84
21	011601650	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	4/12-5/10 1450 LIDCOM	57.71
21	011601670	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	4/1-4/30 1819 CENTRAL	61.90
21	011601670	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	5/1-5/31 1819 CENTRAL	61.90
21	011701710	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	5/1-5/31 1415 SANTA	61.90
21	011701710	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	4/1-4/30 1415 SANTA	61.90
21	011601650	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	3/18-4/15 1450 LIDCOM	69.82
21	011601650	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	4/16-5/16 1450 LIDCOM	102.55
21	011701730	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	7/2 OBF INSTALLMENT	149.62
21	011701730	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	7/2 OBF INSTALLMENT	149.62
21	011701730	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	7/2 OBF INSTALLMENT	149.62
21	011601650	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	3/18-4/15 1450 LIDCOM	181.75
21	011601650	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	4/16-5/16 1450 LIDCOM	207.18
21	011601670	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	3/18-4/15 1819 CENTRA	284.53
21	011601670	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	4/16-5/16 1819 CENTRA	335.88
21	011701730	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	7/2 OBF INSTALLMENT	359.19
21	011701730	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	7/2 OBF INSTALLMENT	359.19
21	011701730	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	7/2 OBF INSTALLMENT	359.19
21	011701720	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	3/18-4/15 1900 CENTRA	629.22
21	011701720	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	4/16-5/16 1900 CENTRA	662.72
21	011601640	SOUTHERN CALIFORNIA EDISON	5046	06/30/21	3/11-4/8 1500 CENTRAL	28.64

4,474.56

21	011601620	SOUTHERN CALIFORNIA EDIS	5047	06/30/21	5/17-6/15 1556 CENTRA	1,451.44
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21	011701750	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 TAX EXEMPT	-42.21
21	011407020	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 TAX EXEMPT	-38.68
21	011701740	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 TAX EXEMPT	-31.89
21	011701750	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 TAX EXEMPT	-20.58
21	448008010	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 TAX EXEMPT	-17.03
21	011701740	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 TAX EXEMPT	-15.28
21	448008010	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 TAX EXEMPT	-11.91
21	011401100	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 TAX EXEMPT	-3.90
21	011401100	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 FUEL P-SFTY	92.76
21	448008010	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 FUEL TRANS	282.02
21	011701740	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 FUEL BLDG	371.20
21	448008010	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 FUEL TRANS	406.89
21	011701750	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 FUEL LAND	490.59
21	011701740	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 FUEL BLDG	702.10
21	011407020	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 FUEL CODE	917.69
21	011701750	US BANK VOYAGER FLEET SYS	5048	06/30/21	4/25-5/24 FUEL LAND	962.55

4,044.32

21	011501540	WALMART COMMUNITY/GECRB	5049	06/30/21	PROGRAM SUPPLIES	33.65
21	011501540	WALMART COMMUNITY/GECRB	5049	06/30/21	SUMMER CAMP PRGM SUP	54.08
21	011511543	WALMART COMMUNITY/GECRB	5049	06/30/21	TABLE/SNACKS VACC EVT	64.10
21	011501540	WALMART COMMUNITY/GECRB	5049	06/30/21	SWIM LESSON SUPPLIES	90.84

242.67

Report Total

120,011.48

City Manager

City of South El Monte
Warrant Register
Council Meeting of 07/13/2021

FY	BUDGET UNIT	VENDOR NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
21	011001010	NALEO, INC.	137871	06/21/21	20/21MEMBERSHIP-OLM	100.00
21	011001010	NALEO, INC.	137871	06/21/21	20/21MEMBERSHIP-ANG	100.00
21	011001010	NALEO, INC.	137871	06/21/21	20/21MEMBERSHIP-DEL	100.00
21	011001010	NALEO, INC.	137871	06/21/21	20/21MEMBERSHIP-ACO	100.00
21	011001010	NALEO, INC.	137871	06/21/21	20/21MEMBERSHIP-RET	100.00
						500.00
21	011601620	SAN GABRIEL VALLEY WATER	137873	06/21/21	4/27-5/26 1556 CENT	340.58
21	011601610	SAN GABRIEL VALLEY WATER	137873	06/21/21	4/27-5/26 1530 CENT	411.40
21	011601670	SAN GABRIEL VALLEY WATER	137873	06/21/21	4/27-5/26 1819 CENT	667.71
21	011601640	SAN GABRIEL VALLEY WATER	137873	06/21/21	4/27-5/26 1500 CENT	907.17
21	011601660	SAN GABRIEL VALLEY WATER	137873	06/21/21	4/27-5/26 1402 LERM	1,129.75
						3,456.61
21	011701770	C&M REMANUFACTURED	137876	06/24/21	#BS2 RPR BAD STARTE	82.50
21	01	CASH	137877	06/24/21	REPLENISH PETTY CAS	36.00
21	01	CASH	137877	06/24/21	REPLENISH PETTY CAS	36.00
21	01	CASH	137877	06/24/21	REPLENISH PETTY CAS	36.00
						108.00
21	011401440	MAIQUES INSPECTION	137878	06/24/21	MAY'21 INSPECTION S	5,420.92
21	011701730	SAN GABRIEL VALLEY WATER	137879	06/24/21	5/17-6/16 2004 RSMD	24.43
21	011701730	SAN GABRIEL VALLEY WATER	137879	06/24/21	5/14-6/15 2000 SANT	61.10
21	011701730	SAN GABRIEL VALLEY WATER	137879	06/24/21	5/17-6/16 2218 RSMD	122.19
21	011701730	SAN GABRIEL VALLEY WATER	137879	06/24/21	5/11-6/10 1903 DURF	122.19
21	011701730	SAN GABRIEL VALLEY WATER	137879	06/24/21	5/11-6/10 2018 DURF	199.46
21	011701730	SAN GABRIEL VALLEY WATER	137879	06/24/21	5/11-6/10 1926 DURF	273.63
						803.00
21	011701710	TIME WARNER CABLE	137880	06/24/21	6/16-7/15 CABLE SVC	276.98
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 11016 GOM	24.43
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 THIENE/PK	24.43
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 FARND/PE	65.00
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/18-6/17 2464 RSMD	116.14
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/18-6/17 2620 RSMD	122.19
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 1660 DURF	122.19
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 1675 DURF	141.71
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 1502 PECK	195.56
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 1109 PECK	195.56
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 1710 DURF	203.36
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 1508 PECK	234.60
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 1628 DURF	250.21
21	011701730	SAN GABRIEL VALLEY WATER	137881	06/30/21	5/12-6/11 1222 PECK	289.25
						1,984.63
21	011301330	WINDSTREAM HOLDINGS	137882	06/30/21	5/18-6/17 CITY PHON	5,463.24
21	05	NATIONWIDE RETIREMENT	137872	06/21/21	PPE 6/12/21	5,402.50
21	05	STANDARD INSURANCE	137874	06/21/21	JUN'21 DENTAL	5,746.12

21	05	VONS CREDIT UNION	137875	06/21/21	PPE 5/29/21	40.50
21	05	VONS CREDIT UNION	137875	06/21/21	PPE 6/12/21	40.50
						81.00

Report Total **29,325.50**

City Manager

City of South El Monte
Warrant Register
Council Meeting of 07/13/2021

FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
21	011601650	A & R SAFE & LOCK CORP.	137887	07/13/21	RE-KEY NTP SCOREBOA	287.69
21	011601610	A & R SAFE & LOCK CORP.	137887	07/13/21	RE-KEY CCTR	339.38
						627.07
21	011301330	ADVANCED MICROCOMPUTING	137888	07/13/21	(2) NEW MONITORS	652.03
21	011301310	ADVANCED MICROCOMPUTING	137888	07/13/21	SCANNER/INSTALL #50	2,404.12
						3,056.15
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 EMERG RSPN#5	107.50
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 SUCCESSOR AG	185.50
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 LITIGATION	1,432.50
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 ADDITIONAL S	1,809.00
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 PLANNING	1,855.00
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 SPECIAL PJT	2,166.00
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 PERSONNEL	3,180.00
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 CODE ENFORCE	3,203.50
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 PW ENGINEERI	4,880.50
21	011001030	ALESHIRE & WYNDER, LLC	137889	07/13/21	MAY'21 GENERAL	10,527.02
						29,346.52
21	011301310	AMAZON CAPITAL SERVICES	137891	07/13/21	BINDER RETURN CREDI	-19.62
21	011501530	AMAZON CAPITAL SERVICES	137891	07/13/21	EMBROIDERY HOOPS	16.53
21	011001050	AMAZON CAPITAL SERVICES	137891	07/13/21	LAPTOP CASE	25.30
21	011001010	AMAZON CAPITAL SERVICES	137891	07/13/21	TONER/MAYOR OFFICE	37.43
21	011701740	AMAZON CAPITAL SERVICES	137891	07/13/21	(12) SPRAY BOTTLES	39.66
21	011501530	AMAZON CAPITAL SERVICES	137891	07/13/21	WATERCOLOR KIT/PAPE	355.64
21	011001050	AMAZON CAPITAL SERVICES	137891	07/13/21	FURNITURE/LACATION	397.22
21	011501540	AMAZON CAPITAL SERVICES	137891	07/13/21	SUMMER CAMP SUP	829.72
21	011501530	AMAZON CAPITAL SERVICES	137891	07/13/21	WATERCOLOR PAPER	17.63
21	011501540	AMAZON CAPITAL SERVICES	137891	07/13/21	AQUATICS WRISTBAND	49.60
21	011601620	AMAZON CAPITAL SERVICES	137891	07/13/21	FITNESS ROOM FANS	50.00
21	011501540	AMAZON CAPITAL SERVICES	137891	07/13/21	DEPT SUPPLIES	54.72
21	011701720	AMAZON CAPITAL SERVICES	137891	07/13/21	OFFICE SUPPLIES	81.00
21	011501530	AMAZON CAPITAL SERVICES	137891	07/13/21	EMBROIDERY KITS	91.00
21	011601640	AMAZON CAPITAL SERVICES	137891	07/13/21	CK H2O BALANCE/SUP	121.69
21	011001020	AMAZON CAPITAL SERVICES	137891	07/13/21	ADMIN HEADSET/KEYBO	130.66
21	011501540	AMAZON CAPITAL SERVICES	137891	07/13/21	SUMMER CAMP PRGM SU	158.76
21	011001050	AMAZON CAPITAL SERVICES	137891	07/13/21	LACTATION ROOM FRID	181.79
21	011701710	AMAZON CAPITAL SERVICES	137891	07/13/21	WIRELESS HEADSET	197.07
21	011501530	AMAZON CAPITAL SERVICES	137891	07/13/21	NEW HOLIDAY DECO SU	260.88
21	011701720	AMAZON CAPITAL SERVICES	137891	07/13/21	OFFICE SUPPLIES	349.24
						3,425.92
21	011701720	AQUA PURE DRINKING	137892	07/13/21	6/27 H2O SVCS TARD	57.85
21	011701720	AQUA PURE DRINKING	137892	07/13/21	6/16 H2O SVCS YARD	71.81
						129.66
21	011301330	AT&T	137893	07/13/21	5/15-6/14 BAN 10347	23.67
21	011301330	AT&T	137893	07/13/21	5/6-6/5 BAN 1034754	23.67
21	011301330	AT&T	137893	07/13/21	5/22-6/21 BAN 10347	22.55
21	011301330	AT&T	137893	07/13/21	5/10-6/9 BAN 105174	436.25
21	011301330	AT&T	137893	07/13/21	5/7-6/6 BAN 1034746	23.67

21	011301330	AT&T	137893	07/13/21	5/7-6/6 BAN 1034748	23.67
21	011301330	AT&T	137893	07/13/21	5/12-6/11 BAN 10679	23.67
21	011301330	AT&T	137893	07/13/21	5/28-6/27 BAN 10347	23.67
21	011301330	AT&T	137893	07/13/21	5/7-6/6 BAN 1034747	24.22
21	011301330	AT&T	137893	07/13/21	5/7-6/6 BAN 1034751	26.85
21	011301330	AT&T	137893	07/13/21	5/15-6/14 BAN 10347	46.77

698.66

21	011701770	AUTOZONE	137894	07/13/21	LT#1/#2 MINOR SVCS	442.48
21	011701770	AUTOZONE	137894	07/13/21	#12 MINOR SVC/RPL F	110.79
21	011701770	AUTOZONE	137894	07/13/21	#94 RPLC COOLANT CA	10.78
21	011701770	AUTOZONE	137894	07/13/21	GARAGE STICKER LIFT	14.33
21	011701770	AUTOZONE	137894	07/13/21	#97 CORE CREDIT	-142.22
21	011701770	AUTOZONE	137894	07/13/21	LT#1/#2 BATTERY RTN	-36.00
21	011701770	AUTOZONE	137894	07/13/21	CAP/ROTOR KIT RETUR	-29.32
21	011701770	AUTOZONE	137894	07/13/21	#94 RPLC DISTRIBUTO	197.09
21	011701770	AUTOZONE	137894	07/13/21	#94 RPLC CAR PARTS	222.20
21	011701770	AUTOZONE	137894	07/13/21	#94 RPLC RADIATOR C	226.93
21	011701770	AUTOZONE	137894	07/13/21	#7 MINOR SVC/RPL BE	158.80
21	011701770	AUTOZONE	137894	07/13/21	#97 RPLC CAR PARTS	172.85
21	011701770	AUTOZONE	137894	07/13/21	#12 WIRING KIT RETU	-10.46
21	011701770	AUTOZONE	137894	07/13/21	#94 MINOR SVC/OIL C	24.84

1,363.09

21	011501515	PETER BARELA	137895	07/13/21	MAY'21 PATRIOTIC MT	100.00
21	011501515	PETER BARELA	137895	07/13/21	JUN'21 PATRIOTIC MT	100.00

200.00

21	011701720	BASE HILL, INC.	137896	07/13/21	JUN'21 DISINFECT #5	18,360.00
21	011701020	BASE HILL, INC.	137896	07/13/21	JUN'21 JANITORIAL S	7,339.00

25,699.00

21	011401410	RUDY BOJORQUEZ	137897	07/13/21	JUN'21 PC MEETING	150.00
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21	011701020	BORREGO SOLAR SYSTEM	137898	07/13/21	SOLAR MTNC SVCS/YAR	565.58
21	011701020	BORREGO SOLAR SYSTEM	137898	07/13/21	SOLAR MTNC SVCS/CCT	412.50

978.08

21	011511541	BROTHERS AWARDS & TROPHIES	137899	07/13/21	T-BALL PCP TROPHIES	475.20
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21	011301320	BUREAU VERITAS NORTH AMERICAN	137900	07/13/21	MAY'21 BUS LIC INSP	1,650.00
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21	011701020	CALIFORNIA COMMUNICATION	137901	07/13/21	CABLES/NETWORK SUPP	600.00
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21	011501540	CALIFORNIA DESIGNS	137902	07/13/21	AQUATIC STAFF SHIRT	288.20
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21	011701710	CINTAS CORP. #693	137903	07/13/21	6/15 MAT CLEANING	24.43
21	011701710	CINTAS CORP. #693	137903	07/13/21	6/22 MAT CLEANING	58.09
21	011701710	CINTAS CORP. #693	137903	07/13/21	5/25 MAT CLEANING	58.09
21	011601610	CINTAS CORP. #693	137903	07/13/21	5/25 MAT CLEANING	59.91
21	011601610	CINTAS CORP. #693	137903	07/13/21	6/22 MAT CLEANING	59.91
21	011601620	CINTAS CORP. #693	137903	07/13/21	6/15 MAT CLEANING	67.33
21	011601620	CINTAS CORP. #693	137903	07/13/21	6/22 MAT CLEANING	96.94
21	011601620	CINTAS CORP. #693	137903	07/13/21	5/25 MAT CLEANING	96.94

521.64

21	011701770	CITY OF EL MONTE	137904	07/13/21	MAY'21 CNG FUEL #28	97.23
21	011701770	CITY OF EL MONTE	137904	07/13/21	APR'21 CNG FUEL #28	138.02

235.25

21	011601640	THE ILLINI COMPANIES	137905	07/13/21	6/15 CHEMICAL DELIV	186.53
21	011601640	THE ILLINI COMPANIES	137905	07/13/21	6/22 CHEMICAL DELIV	198.19
21	011601640	THE ILLINI COMPANIES	137905	07/13/21	6/29 CHEMICAL DELIV	233.17
21	011601640	THE ILLINI COMPANIES	137905	07/13/21	6/15 CHEMICAL DELIV	302.33
21	011601640	THE ILLINI COMPANIES	137905	07/13/21	6/23 CHEMICAL DELIV	377.10
						1,297.32
21	011001050	CONCENTRA	137906	07/13/21	AQUA HIRES PHYS EXA	2,266.00
21	011001050	CONCENTRA	137906	07/13/21	AQUA HIRES PHYS EXA	206.00
21	011001050	CONCENTRA	137906	07/13/21	AQUA HIRES PHYS/AUD	332.00
21	011001050	CONCENTRA	137906	07/13/21	AQUA HIRES PHYS EXA	412.00
21	011001050	CONCENTRA	137906	07/13/21	NEW HIRES PHYSICAL	672.00
						3,888.00
21	011501515	DAVID DEL RIO	137907	07/13/21	MAY'21 PATRIOTIC MT	100.00
21	011501515	DAVID DEL RIO	137907	07/13/21	JUN'21 PATRIOTIC MT	100.00
						200.00
21	011701720	DDC ELECTRIC SUPPLY	137908	07/13/21	CAMERA ELECTRIC SUP	271.63
21	011701720	DDC ELECTRIC SUPPLY	137908	07/13/21	INTERNET UPGRADE SU	547.51
21	011601640	DDC ELECTRIC SUPPLY	137908	07/13/21	POOL WATER FILTERS	164.82
						983.96
21	011001050	DEPT. OF JUSTICE	137909	07/13/21	NEW HIRES FINGERPRI	128.00
21	011401430	DUDEK	137911	07/13/21	MAY'21 HOUSING UPDA	10,315.00
21	011601610	ECOLAB PEST ELIM.	137912	07/13/21	JUN'21 PEST CTRL CC	69.18
21	011701720	ECOLAB PEST ELIM.	137912	07/13/21	JUN'21 PEST CTRL YA	144.14
21	011701710	ECOLAB PEST ELIM.	137912	07/13/21	JUN'21 PEST CTRL CH	194.39
21	011601620	ECOLAB PEST ELIM.	137912	07/13/21	JUN'21 PEST CTRL SC	261.83
						669.54
21	011701770	EL MONTE ORNAMENTAL SUPPLY	137913	07/13/21	(5) GATE REMOTES	99.23
21	011701020	EL MONTE PRINTING	137914	07/13/21	BUSINESS CARD-B.BAD	44.10
21	011601650	EWING IRRIGATION	137916	07/13/21	IRRIGATE RPR SUP/NT	1,199.53
21	011601650	EWING IRRIGATION	137916	07/13/21	MARKING STICK/PAINT	84.84
21	011601620	EWING IRRIGATION	137916	07/13/21	IRRIGATE RPR SUP/MV	245.24
21	011601630	EWING IRRIGATION	137916	07/13/21	IRRIGATION SUP/MCTR	267.81
21	011701750	EWING IRRIGATION	137916	07/13/21	(2) WATER HOSES/CHA	329.42
21	011701760	EWING IRRIGATION	137916	07/13/21	WEED HERBICIDE	576.55
						2,703.39
21	011501515	BLANCA M. FIGUEROA	137917	07/13/21	MAY'21 PATRIOTIC MT	100.00
21	011501515	BLANCA M. FIGUEROA	137917	07/13/21	JUN'21 PATRIOTIC MT	100.00
						200.00
21	011701020	JOSE FIGUEROA	137918	07/13/21	2021 BOOT ALLOWANCE	158.27
21	011601630	FIVE DOLLAR BLINDS	137919	07/13/21	BLINDS FOR BUNGALOW	55.13
21	01	ANA FLORES	137920	07/13/21	SUMMER CAMP REFUND	50.00
21	011701750	GARVEY EQUIPMENT COMPANY	137921	07/13/21	42" BARRETO TRENCH	19,513.15
21	011701770	GOT PROPANE INC	137922	07/13/21	PROPANE FOR FORKLIF	45.31
21	011601640	GRAINGER	137923	07/13/21	HANDICAP LIFT BATTE	146.96

21	011701710	GRANT'S TRUE VALUE	137924	07/13/21	TV SETUP ELECTRIC S	14.78
21	011601610	GRANT'S TRUE VALUE	137924	07/13/21	TABLE CART NUTS/BOL	40.03
						54.81
21	011201210	GRM INFORMATION MANAGEMENT	137925	07/13/21	JAN'21 BIN RENTAL	20.00
21	011201210	GRM INFORMATION MANAGEMENT	137925	07/13/21	MAR'21 BIN RENTAL	20.00
21	011201210	GRM INFORMATION MANAGEMENT	137925	07/13/21	APR'21 BIN RENTAL	20.00
21	011201210	GRM INFORMATION MANAGEMENT	137925	07/13/21	MAY'21 BIN RENTAL	20.00
						80.00
21	011001050	ANGEL HERNANDEZ	137926	07/13/21	LIVE SCAN REIMBURSE	20.00
21	011701020	FEDERICO HERNANDEZ	137927	07/13/21	2021 BOOT ALLOWANCE	197.09
21	011301330	MASAMI HIGA	137928	07/13/21	TIMEVALUE SOFTWARE	60.00
21	011301310	HINDERLITER, DE LLAMAS & ASSOC	137930	07/13/21	Q4/20 TRANSACTION T	1,428.85
21	011701720	HYDRAULICS & GASKET	137932	07/13/21	POWER WASHER HOSE	40.58
21	011701770	HYDRAULICS & GASKET	137932	07/13/21	#14 RPLC LEAKING HO	92.00
						132.58
21	011701710	INNER-COOL CORP	137933	07/13/21	6/8 PREVENTATIVE MT	680.00
21	011701760	JCL TRAFFIC SERVICE	137934	07/13/21	(30) STOP SIGNS	1,997.40
21	011601610	JOHNSTONE SUPPLY	137935	07/13/21	TRANSFORMER/FUSE CC	46.49
21	011501540	LAB1419	137936	07/13/21	STAFF UNIFORM SHIRT	523.05
21	011601640	LBC LIGHTING	137937	07/13/21	POOL DECK RECEPTACL	23.12
21	011701710	LIBERTY FLAG & SPEC	137938	07/13/21	CHALL FLAGS	764.45
21	011501515	RUDY LOPEZ	137939	07/13/21	MAY'21 PATRIOTIC MT	100.00
21	011501515	RUDY LOPEZ	137939	07/13/21	JUN'21 PATRIOTIC MT	100.00
						200.00
21	011501515	NAOMI LOPEZ	137940	07/13/21	MAY'21 PATRIOTIC MT	100.00
21	011501515	NAOMI LOPEZ	137940	07/13/21	JUN'21 PATRIOTIC MT	100.00
						200.00
21	011701020	FERNANDO LUNA	137941	07/13/21	2021 BOOT ALLOWANCE	200.00
21	011401440	MAIQUES INSPECTION	137942	07/13/21	JUN'21 INSPECTION S	6,517.16
21	01	DENISE MANRIQUEZ	137943	07/13/21	BBALL CAMP REFUND	25.00
21	011701770	MODERN TRAILER SUPPLY	137944	07/13/21	LT#1 TRAILER STAND	43.90
21	011701770	NAPA AUTO PARTS	137945	07/13/21	TRACTOR RPLC FILTER	75.11
21	011501530	OFFICE DEPOT	137946	07/13/21	COPY PAPERS	17.27
21	011201210	OFFICE DEPOT	137946	07/13/21	OFFICE SUPPLIES	20.05
21	011201210	OFFICE DEPOT	137946	07/13/21	OFFICE SUPPLIES	63.56
						100.88
21	011701760	OMEGA INDUSTRIAL SUPPLY	137947	07/13/21	GRAFFITI REMOVER SU	993.33
21	011701740	OMEGA INDUSTRIAL SUPPLY	137947	07/13/21	GRAFFITI REMOVAL SU	1,303.94
						2,297.27
21	011501540	ORIGINAL WATERMEN INC	137948	07/13/21	LIFEGUARDS UNIFORMS	686.80

21	011401410	JEFFREY MICHAEL ORTIZ	137949	07/13/21	JUN'21 PC MEETING	150.00
21	011701750	OLEGARIO PEREZ	137950	07/13/21	HOLE DIGGER REIMBUR	94.56
21	011701020	OLEGARIO PEREZ	137950	07/13/21	FY20/21 BOOT ALLOWA	199.34
						293.90
21	011407020	PHOENIX GROUP INFORMATION SYSTEM	137951	07/13/21	MAY'21 CODE ADMIN S	157.50
21	011601640	PREMIER JANITORIAL	137952	07/13/21	JANITORIAL SUP/POOL	286.07
21	011301310	PTM DOCUMENT SYSTEM	137953	07/13/21	W2/1099 FORMS SUP	186.94
21	011501530	RED DOT UNIFORMS	137954	07/13/21	JACKETS FOR STAFF	60.96
21	011701020	RED DOT UNIFORMS	137954	07/13/21	PW ORANGE HOODIES	145.91
						206.87
21	011407020	RAUL RODRIGUEZ	137955	07/13/21	FY20/21 BOOT ALLOWA	163.70
21	011401410	LARRY RODRIGUEZ	137956	07/13/21	JUN'21 PC MEETING	150.00
21	011701020	RAYMUNDO SAUCEDO	137958	07/13/21	2021 BOOT ALLOWANCE	200.00
21	011301310	SECTRA SECURITY INC	137959	07/13/21	JUN'21 ARMORED SVCS	144.45
21	011701710	SOCAL OFFICE TECHNOLOGIES	137960	07/13/21	1/23-4/22 COPY OVER	416.50
21	011601610	SOUTHEAST CONSTRUCTION PRODUCT	137961	07/13/21	TILES FOR CCTR	17.20
21	011601640	SOUTHEAST CONSTRUCTION PRODUCT	137961	07/13/21	CRACK SEAL GRAY CAU	48.23
						65.43
21	011401100	SPARKLETTS	137962	07/13/21	JUN'21 WATER P-SFTY	6.50
21	011407020	SPARKLETTS	137962	07/13/21	JUN'21 WATER CODE	6.49
						12.99
21	011701740	SPRINT	137963	07/13/21	4/12-5/11 CELLPHONE	49.71
21	011001040	SPRINT	137963	07/13/21	4/12-5/11 CELLPHONE	59.91
21	011401440	SPRINT	137963	07/13/21	4/12-5/11 CELLPHONE	77.85
21	011401440	SPRINT	137963	07/13/21	5/12-6/11 CELLPHONE	78.79
21	011501530	SPRINT	137963	07/13/21	4/12-5/11 CELLPHONE	113.58
21	011401100	SPRINT	137963	07/13/21	5/12-6/11 CELLPHONE	25.91
21	011401100	SPRINT	137963	07/13/21	4/12-5/11 CELLPHONE	30.40
21	011701740	SPRINT	137963	07/13/21	5/12-6/11 CELLPHONE	41.17
21	011101110	SPRINT	137963	07/13/21	5/12-6/11 CELLPHONE	151.15
21	011101110	SPRINT	137963	07/13/21	4/12-5/11 CELLPHONE	153.65
21	011701750	SPRINT	137963	07/13/21	4/12-5/11 CELLPHONE	215.64
21	011701750	SPRINT	137963	07/13/21	5/12-6/11 CELLPHONE	238.05
						1,235.81
21	011701770	SRS AUTOMOTIVE	137964	07/13/21	#15 RPLC AC COMPRES	621.36
21	011701760	ST. FRANCIS ELECTRIC, LLC	137965	07/13/21	MAY'21 MTNC TRAFFIC	771.00
21	011701760	ST. FRANCIS ELECTRIC, LLC	137965	07/13/21	MAY'21 CALLOUT SIGN	1,056.50
						1,827.50
21	011001050	TAG/AMS, INC.	137966	07/13/21	DRUG TEST-P.NGUYEN	83.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	JUN'20 MERC/GRWY EN	675.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	OCT20 SCTR RESTRM#2	750.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	JUL20 SCHL SAFE ROU	845.00
21	011701760	TRANSTECH ENGINEERING, INC	137968	07/13/21	OCT'20 TRAF ENG RUS	945.00

21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	FEB21 MER/GWY TF EV	1,375.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	FEB'21 RUSH PRE-MTG	1,750.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	JAN'21 RUSH PRE-MTG	1,812.50
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	JUN20 SCTR RESTRM#2	2,195.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	MAY'21 18252 ENGINE	2,614.50
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	JUL20 SCTR RESTRM#2	4,140.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	MAY'21 18211 ENGINE	15,630.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	JAN21 RUSH/PECK VAC	135.00
21	011401430	TRANSTECH ENGINEERING, INC	137968	07/13/21	MAY'21 20808 RUSH E	135.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	FEB21 210020 ENGINE	165.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	FEB'21 MERC/GRWY EN	270.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	MAY21 210497 ENGINE	270.00
21	011701105	TRANSTECH ENGINEERING, INC	137968	07/13/21	JAN'21 MERC/GRWY EN	540.00
21	011701760	TRANSTECH ENGINEERING, INC	137968	07/13/21	OCT20 TRAF ENG PORT	580.00

34,827.00

21	011701020	LUIS VALENZUELA	137969	07/13/21	2021 BOOT ALLOWANCE	200.00
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21	011701020	ERNESTO VASQUEZ	137970	07/13/21	FY20/21 BOOT ALLOWA	200.00
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21	011701740	WAXIE SANITARY SUPPLY	137971	07/13/21	TRASH LINERS/GLOVES	158.36
21	011701740	WAXIE SANITARY SUPPLY	137971	07/13/21	(8) DISINFECTANTS#5	344.32
21	011701740	WAXIE SANITARY SUPPLY	137971	07/13/21	JANITORIAL SUPPLIES	5,602.93

6,105.61

21	011701750	WEST COAST ARBORIST	137972	07/13/21	6/1-6/15 TREE TRIM	11,286.00
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21	011501540	WINNER INTERNATIONAL	137973	07/13/21	PROGRAM SUPPLIES	154.48
21	011501530	WINNER INTERNATIONAL	137973	07/13/21	FATHERS DAY BALLOON	22.55

177.03

21	011401410	RUBY YEPEZ	137974	07/13/21	JUN'21 PC MEETING	150.00
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21	063003010	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/24 MILK/BREAD NUT	127.80
21	063003010	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/17 MILK/BREAD NUT	139.11
21	063003010	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/21 MILK/BREAD NUT	220.65
21	063003010	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/14 MILK/BREAD NUT	220.66
21	063003020	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/10 MILK/BREAD NUT	13.94
21	063003020	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/24 MILK/BREAD NUT	14.20
21	063003020	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/17 MILK/BREAD NUT	15.45
21	063003020	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/14 MILK/BREAD NUT	24.50
21	063003020	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/21 MILK/BREAD NUT	24.51
21	063003010	DRIFTWOOD DAIRY, INC	137910	07/13/21	6/10 MILK/BREAD NUT	125.53

926.35

21	063003020	HUNTINGTON CULINARY	137931	07/13/21	6/15-6/18 FRZN MEAL	200.60
21	063003020	HUNTINGTON CULINARY	137931	07/13/21	6/8-6/11 FRZN MEALS	224.20
21	063003010	HUNTINGTON CULINARY	137931	07/13/21	6/18 FATHERS DAY ME	728.00
21	063003010	HUNTINGTON CULINARY	137931	07/13/21	6/15-6/18 FRZN MEAL	6,209.52
21	063003010	HUNTINGTON CULINARY	137931	07/13/21	6/8-6/11 FRZN MEALS	6,259.95

13,622.27

21	376706710	SAN GABRIEL VALLEY COUNCIL OF GOVTS	137957	07/13/21	VMT MITIGATION FEE	5,000.00
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21	389009000	TRANSTECH ENGINEERING, INC	137968	07/13/21	FEB'21 HSIP INSP #2	10,510.00
21	389009000	TRANSTECH ENGINEERING, INC	137968	07/13/21	MAR'21 HSIP INSP #2	11,586.20
21	389009000	TRANSTECH ENGINEERING, INC	137968	07/13/21	JAN'21 HSIP INSP #2	15,892.80
21	389009000	TRANSTECH ENGINEERING, INC	137968	07/13/21	FEB21 SIGNAL SYNC#2	405.00
21	389009000	TRANSTECH ENGINEERING, INC	137968	07/13/21	JAN21 SIGNAL SYNC#2	540.00

21	389009000	TRANSTECH ENGINEERING, INC	137968	07/13/21	OCT'20 HSIP INSP #2	1,225.00
						40,159.00
21	448008010	AMAZON CAPITAL SERVICES	137891	07/13/21	SCREEN PROTECTOR	87.54
21	448008010	AUTOZONE	137894	07/13/21	#6 MINOR SERVICES	77.64
21	448008010	AUTOZONE	137894	07/13/21	#24 RPLC BAD BATTER	191.60
21	448008010	AUTOZONE	137894	07/13/21	#24 OLD BATTERY RTN	-18.00
21	448008010	AUTOZONE	137894	07/13/21	#21 RPLC REMO BATTE	15.41
						266.65
21	448008010	OFFICE DEPOT	137946	07/13/21	COPY PAPER/TRANS DE	105.81
21	448008010	RED DOT UNIFORMS	137954	07/13/21	JACKETS FOR DRIVERS	342.55
21	448008010	SPRINT	137963	07/13/21	4/12-5/11 CELLPHONE	531.84
21	448008010	SPRINT	137963	07/13/21	5/12-6/11 CELLPHONE	216.33
						748.17
21	689009000	THE PARK CATALOG	137929	07/13/21	5 BBQ GRILLS/MVD #2	3,490.00
21	689009000	TRANSTECH ENGINEERING, INC	137968	07/13/21	FEB'21 CONTRA SVC#2	1,187.50
21	689009000	TRANSTECH ENGINEERING, INC	137968	07/13/21	JAN'21 CONTRA SVC#2	1,812.50
						3,000.00
21	909009000	EMERGENCY PLANNING CONSULTANTS	137915	07/13/21	OCT-DEC20 CONSULT#4	3,750.00
21	909009000	EMERGENCY PLANNING CONSULTANTS	137915	07/13/21	JUL-SEP20 CONSULT#4	23,250.00
						27,000.00

Report Total 280,191.76

City Manager

City of South El Monte
Warrant Register
Council Meeting of 07/13/2021

FY	BUDGET UNIT	VENDOR NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
22	10001177	PYRO SPECTACULARS	137885	07/01/21	4TH JUL FIREWORK BA	6,000.00
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 2022 CENT	61.10
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 10452 RUS	80.62
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 NW MERCED	83.50
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1652 TYLE	141.71
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 NE MERCED	169.04
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1819 MERC	205.54
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1707 MERC	207.91
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 LERMA/MIL	215.08
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1819 CENT	226.79
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1556 CENT	258.02
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1900 CENT	265.55
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1530 CENT	281.44
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1415 SANT	304.86
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1824 CENT	367.33
22	10000470	SAN GABRIEL VALLEY WATER	137886	07/01/21	5/14-6/15 1500 CENT	1,718.05
						4,586.54
22	10002886	CALIFORNIA TEAMSTER	137883	07/01/21	JUL'21 MISC	460.00
22	10002886	CALIFORNIA TEAMSTER	137883	07/01/21	JUL'21 ADMIN	1,064.00
						1,524.00
22	10000343	NATIONWIDE RETIREMENT	137884	07/01/21	PPE 6/26/21	5,652.50

Report Total 17,763.04

City Manager

City of South El Monte

**Warrant Register
Council Meeting of 07/13/2021**

FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
22	011511544	ALLIANT INSURANCE SERVICES	137975	07/13/21	7/4 SPECIAL EVENT I	449.00
22	011001060	ALLIANT INSURANCE SERVICES	137975	07/13/21	FY21/22 GOV CRIME I	1,180.00
						1,629.00
22	011001060	CALIFORNIA JPIA	137976	07/13/21	FY21/22 PROP/AUTO I	129,058.00
22	011301330	DE LAGE LANDEN	137977	07/13/21	JUL'21 COPIER LEASE	4,451.90
22	011001050	DISABILITY ACCESS CONSULTANTS, LLC	137978	07/13/21	FY21/22 DACTRAK ANN	2,000.00
22	011001040	DSG INTERNATIONAL, LLC	137979	07/13/21	7/4 EVENT GIVEAWAY	3,931.10
22	011301310	TRUSAIC	137980	07/13/21	JUL'21 ACA MONTHLY	1,000.00
22	011001020	L.A COUNTY AUDITOR-CONTROLLER	137981	07/13/21	FY21/22 FORMATION C	555.53
22	011001040	LAB1419	137982	07/13/21	7/4 GIVEAWAY SHIRTS	3,575.00
22	011201210	CIVICPLUS, LLC	137983	07/13/21	AGENDA/MTG SOFTWARE	24,027.31
22	011511544	PREMIER JANITORIAL SERVICES	137984	07/13/21	7/4 PORTABLE WASHRO	843.41
22	011601620	QUENCH USA, INC.	137985	07/13/21	JUL'21 H2O SYS SCTR	55.42
22	011511544	JOSE RAZO	137986	07/13/21	7/4 AUDIO SYS/DJ SV	1,600.00
22	011701475	SAN GABRIEL VALLEY COUNCIL OF GOVTS	137987	07/13/21	FY21/22 EWMP/CIMP F	13,167.00
22	011201210	SOCAL SHRED LLC	137988	07/13/21	RECORDS DESTRUCT BI	85.00
22	011001040	THE SAUCE CREATIVE SERVICES CORP.	137989	07/13/21	JUL'21 NEWSLETTER	4,812.24
22	011601610	WATERLOGIC AMERICAS, LLC	137990	07/13/21	FY21/22 MISC CHRG/S	14.59
22	011601610	WATERLOGIC AMERICAS, LLC	137990	07/13/21	JUL'21 WATER SVCS	38.59
						53.18

Report Total 190,844.09

City Manager



City Council Agenda Report

**Agenda
Item No.
7.c.**

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF SECOND READING
AND ADOPTION OF ORDINANCE NO. 1253, ADDING CHAPTER
13.14 "ORGANIC WASTE DISPOSAL REDUCTION" TO TITLE 13
"PUBLIC SERVICES" OF THE CITY OF SOUTH EL MONTE
MUNICIPAL CODE

SUMMARY: The California Integrated Waste Management Act of 1989 (the "Act") established a solid waste management process that requires local jurisdictions to adopt and implement plans to reduce the amount of solid waste generated within their jurisdictions and to maximize reuse and recycling. Several times over the past decade, the California Legislature has amended and added provisions to the Act. The City's current Municipal Code provisions concerning solid waste management, most of which have not been updated since 1994, are out of date and lack many of the provisions required by the Act and recent legislation.

RECOMMENDATION: Staff recommends City Council waive second reading and adopt Ordinance 1253.

FISCAL IMPACT: Adoption of the proposed ordinance will not have a fiscal impact on the Fiscal Year 2021-2022 City Budget.

DISCUSSION: City Council approved the waiving of the first reading and introduction of Ordinance 1253 at the regular City Council meeting held Tuesday, June 22, 2021.

ATTACHMENT(S):

A. Ordinance No. 1253

ORDINANCE NO. 1253

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, ADDING CHAPTER 13.14 TO TITLE 13 (“PUBLIC SERVICES”) OF THE SOUTH EL MONTE MUNICIPAL CODE IN ORDER TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING; EXEMPTION THEREFOR FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment,

Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program.

Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program.

SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets, and

The SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, an

This Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations.

On June 22, 2021, the City Council held a duly noticed public hearing on the Ordinance, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

SECTION 2. The Ordinance is consistent with the City's General Plan, South El Monte Municipal and Zoning Code, and applicable Federal and State law.

SECTION 3. The Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 4. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

SECTION 5. The Ordinance is hereby adopted by the addition of a new Chapter 13.14, "" in Title 13 of the South El Monte Municipal Code to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 6. If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

SECTION 7. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

SECTION 8. This Ordinance shall take effect 30 days after its adoption.

SECTION 9. Publication. The City Clerk is directed to cause this Ordinance or summary of the same 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.

PASSED, APPROVED AND ADOPTED 13th day of July 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1253, 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 13th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Chapter 13.14 – ORGANIC WASTE
DISPOSAL REDUCTION

13.14.010 - Purpose and findings.

The City finds and declares:

- A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program.
- C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program.
- D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

13.14.020 – Title of ordinance.

This chapter shall be entitled “Organic Waste Disposal Reduction”.

13.14.030 – Definitions.

- A. “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- B. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.
- C. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR). If any Section of the CCR cited in this ordinance is later amended or changed, this ordinance shall be construed so as to reference the applicable section of the CCR.
- D. “City” means the City of South El Monte, a California municipal corporation.
- E. “City Enforcement Official” means the city manager or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.
- F. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- G. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Section or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

- H. “Compliance Review” means a review of records by a City to determine compliance with this ordinance.
- I. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- J. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- K. “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- L. “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- M. “C&D” means construction and demolition debris.
- N. “Designee” means an entity that a City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- O. “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- P. “Enforcement Action” means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- Q. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which

receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

- R. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- S. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- T. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- U. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - 1. A food bank as defined in Section 113783 of the Health and Safety Code;
 - 2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - 3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- V. “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- W. “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- X. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- Y. “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- Z. “Food Waste” means Food Scraps, and Food-Soiled Paper.
- AA. “Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. Per the definition provided in 14 CCR Section 18982(a)(28), the Gray Container may actually be black, or black with a gray lid.
- BB. “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).
- CC. “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- DD. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and

served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

- EE. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- FF. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- GG. “Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- HH. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- II. “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

- JJ. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- KK. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- LL. “MWELo” refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7, which is incorporated into the South El Monte Municipal Code at Chapter 17.25..
- MM. “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- NN. “Non-Local Entity” means entities that are not subject to the City’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42), including special districts located within the boundaries of the City.
- OO. “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- PP. “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- QQ. “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- RR. “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- SS. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

- TT. “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- UU. “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- VV. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- WW. “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- XX. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- YY. “Regional Agency” means regional agency as defined in Public Resources Code Section 40181.
- ZZ. “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- AAA. “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- BBB. “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

- CCC. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- DDD. “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- EEE. “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- FFF. “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- GGG. “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
 2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be

disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

- HHH. “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste/Mixed Waste or other Solid Waste for the purposes of collection and processing.
- III. “Source Separated Blue Container Organic Waste” means Source Separated Organic Waste that can be placed in a Blue Container that (i) is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7), and (ii) excludes any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related composting certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.
- JJJ. “Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste; Non-Compostable Paper; Paper Products; Printing and Writing Paper; and any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related composting certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.
- KKK. “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- LLL. “State” means the State of California.
- MMM. “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry

grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

NNN. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

OOO. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

PPP. “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in

front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

QQQ. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

13.14.040 - Requirements for single-family generators.

Single-Family Organic Waste Generators shall comply with the following requirements, except Single-Family generators that meet the Self-Hauler requirements in Section 13.14.100 of this Chapter:

- A. Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described in Section 13.14.040(B) of this Chapter. City or its Designee shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City or its Designee.
- B. Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.
 - 1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

13.14.050 - Requirements for commercial businesses.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- A. Subscribe to City's three-container collection services and comply with requirements of those services as described below in Section 13.14.050(B), except Commercial Businesses that meet the Self-Hauler requirements in Section 13.14.100. City or its Designee shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of

materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City or its Designee.

- B. Except Commercial Businesses that meet the Self-Hauler requirements Section 13.14.100, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.
1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
 2. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 3(a) and 3(b) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service, or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 13.14.100.
 3. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - a. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

- b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- 4. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 3(b) pursuant to 14 CCR Section 18984.9(b).
- 5. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service, or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 13.14.100.
- 6. Excluding Multi-Family Residential Dwellings, quarterly inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- 7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- 8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- 9. Provide or arrange access for City or its Designee to their properties during all Inspections conducted in accordance with 13.14.120 of this ordinance to confirm compliance with the requirements of this ordinance.
- 10. Accommodate and cooperate with City's program for Inspection of the contents of containers for Prohibited Container Contaminants, which may

be implemented by City at a later date, to evaluate generator's compliance with Section 13.14.050(B).]

11. At Commercial Business's option and subject to any approval required from the City, implement a program for Inspection of the contents of its Blue Containers, Green Containers, and Black Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants.
12. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 13.14.070.

13.14.060 – Waivers for generators.

- A. De Minimis Waivers - City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in this Section, below. Commercial Businesses requesting a de minimis waiver shall:
 1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section, 13.14.060(A)(2) below.
 2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 3. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds thresholds required for waiver, in which case waiver will be rescinded.

4. Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.
- B. Physical Space Waivers – City may waive a Commercial Business’ or property owner’s obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 13.14.050.

A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an Exemption Request form to the Public Works Department specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to the City Manager or the City Manager’s Designee that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

13.14.070 - Requirements for commercial edible food generators.

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
6. No later than July 1st of each year commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City that includes the records listed in Section 13.14.070(C)(5).

- D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

13.14.080 - Requirements for food recovery organizations and services.

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

- C. Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1, 2022.
- E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

13.14.090 - Requirements for haulers and facility operators.

- A. Exclusive franchised hauler(s) providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements as a condition of approval of a contract, agreement, or similar contractual authorization with the City to collect Organic Waste:
 - 1. Through written notice to the City annually on or before July 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
 - 2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.

3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and Section 15.04.010(a)(8).
 4. Exclusive franchised hauler(s) authorization to collect Organic Waste shall comply with any education, equipment, signage, container labeling, container color, contamination, monitoring, and reporting requirements relating to the collection of Organic Waste contained within its franchise agreement.
- B. Requirements for Facility Operators and Community Composting Operations
1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
 2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

13.14.100 – Self-hauler requirements.

- A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each

Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
 2. The amount of material in cubic yards or tons transported by the generator to each entity.
 3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- D. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Section 12(c) and (d).

13.14.110 - Procurement requirements for city departments, direct service providers, and vendors.

- A. City departments, and direct service providers to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.
- B. All vendors providing Paper Products and Printing and Writing Paper shall:
1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
 2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
 3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
5. Provide records to the City's Recycling Coordinator, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 13.14.110(B)(3) and 13.14.110(B)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

13.14.120 - Inspections and investigations.

- A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 13.14.050(B) of this ordinance, City may conduct container Inspections for Prohibited Container Contaminants.
- B. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an

entity's premises or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

- C. Any records obtained by a City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations of Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

13.14.130 – Enforcement.

- A. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- C. Responsible Entity for Enforcement
 - 1. Enforcement pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.
 - a. City Enforcement Official(s) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred;

implement Enforcement Actions; and, determine if compliance standards are met.

- b. City Enforcement Official(s) may issue Notices of Violation(s) and administrative citations.

D. Process for Enforcement

1. City Enforcement Officials will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 13.14.120 establishes City's right to conduct Inspections and investigations.
2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. Contamination Prevention.
 - a. For incidents of Prohibited Container Contaminants found by City in containers, City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 2 days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a Generator's containers on more than two (2) occasion(s), every calendar year starting January 1, the City may assess an administrative fine or penalty on the Generator in accordance with Section 13.14.130(E).
 - b. In addition to 13.14.130(D)(3)(a), for incidents of Prohibited Container Contaminants found by a hauler in containers, hauler will issue a notice of contamination to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 2 days after determining that a violation has occurred. If a hauler observes Prohibited Container Contaminants in a generator's containers on more than two (2) occasion(s) every calendar year starting January 1, the hauler shall have the right to assess a contamination service charge on the generator to cover the additional costs of processing Contaminated Containers per the current franchise hauler rate schedule. The foregoing contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the

assessment of a contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of any contract, agreement, or similar contractual authorization between the hauler and the City to collect Organic Waste.

4. With the exception of violations of generator contamination of container contents addressed under Section 13.14.130(D)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's ordinance contained in Section 13.14.130(K), List of Violations.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

E. Penalty Amounts for Types of Violations

The penalty levels for City-issued Notices of Violation are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

F. Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 13.14.130 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this ordinance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

J. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 13.14.130, as needed.

K. Enforcement Table – List of Violations

Requirement	Description of Violation

Commercial Business and Commercial Business Owner Responsibility Requirement Section 13.14.050	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 13.14.040 and 13.14.050	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement Section 13.14.090	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 13.14.090	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 13.14.090	A hauler fails to keep a record of the applicable documentation of its approval to haul Organic Waste by the City, as prescribed by this ordinance.
Self-Hauler Requirement Section 13.14.100	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 13.14.070	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service

	and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 13.14.070	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 13.14.070	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 13.14.050 and 13.14.070	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 13.14.070	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 13.14.070.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 13.14.080	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 13.14.080.

13.14.130 - Effective date.

This ordinance shall be effective commencing on January 1, 2022.



City Council Agenda Report

**Agenda
Item No.
7.d**

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Diana Lopez, Human Resources/Risk Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-47, APPROVING AN AMENDED CITY-WIDE SALARY SCHEDULE IN COMPLIANCE WITH THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) REQUIREMENTS

SUMMARY: The City of South El Monte contracts with the CalPERS to provide retirement benefits for its employees. In order to comply with applicable sections of the California Government Code (Government Code), California Code of Regulations (CCR) and the City's contract with CalPERS, as it relates to earnable compensation for purposes of calculating employees retirement benefits, staff is recommending the adoption of an amended City-wide Salary Schedule. This resolution would include salaries for all full-time and part-time City employees for fiscal year 2021-2022.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-47, approving an amended City-wide salary schedule in compliance with CalPERS requirements.

FISCAL IMPACT: There is no fiscal impact in amending and adopting the City-wide salary schedule. The salary adjustments were incorporated as part of the 2021-2022 fiscal year budget.

DISCUSSION: CCR Title 2, Section 570.5, requires that a City Council, or governing body, adopt and approve a pay schedule in accordance with applicable public meeting laws that meets the following criteria:

- (1) Identifies the position title for every employee position;
- (2) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;

- (3) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- (4) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- (5) Indicates an effective date and date of any revisions;
- (6) Is retained by the employer and available for public inspection for not less than five years; and
- (7) Does not reference another document in lieu of disclosing the pay rate.

The City Council approves all salary and benefit schedules and/or adjustments for all positions, to include position titles and pay rates/ranges for each bargaining unit, unrepresented employee groups and the City Manager. While the approved Memorandum of Understandings (MOU) for the bargaining units, resolutions, contracts, agreements and respective amendments note the approved position titles and pay rates, the existing government codes and regulations does not permit referencing another document in lieu of disclosing the pay rate for each position. Approving and adopting an amended City-wide Salary Schedule will consolidate all of this information into one document for fiscal year 2021-2022. Any position title and/or pay rate adjustments or changes would trigger an amendment to this City-wide Salary Schedule for City Council review and consideration

ATTACHMENT(S):

- A. Resolution No. 21-47
- B. Amended City-Wide Salary Schedule 2021-2022

ATTACHMENT A

RESOLUTION NO. 21-47

A RESOLUTION OF THE CITY OF SOUTH EL MONTE CITY COUNCIL
APPROVING AN AMENDED PUBLICLY AVAILABLE CITY-WIDE
SALARY AND PAY SCHEDULE AS REQUIRED BY CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

WHEREAS, the City of South El Monte ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual payrate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council of the City now desires to adopt an amended publicly available pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

NOW, THEREFORE, BE IT RESOLVED that by the adoption of the Resolution, the City of South El Monte hereby approves:

SECTION 1. That the amended City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

SECTION 2. That the amended City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 13th day of July 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-47, 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 13th day of July, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CITY OF SOUTH EL MONTE
AMENDED SALARY SCHEDULE
Effective July 1, 2020
EXECUTIVE FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
City Manager	N/A	\$ 15,000				
Assistant City Manager	N/A	Not filled at this time				
Deputy City Manager	N/A	\$ 10,325	\$ 10,841	\$ 11,383	\$ 11,952	\$ 12,550
City Clerk	N/A	\$ 7,919	\$ 8,336	\$ 8,775	\$ 9,237	\$ 9,723
Community Development Director	N/A	\$ 10,000	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
Finance Director	N/A	\$ 10,000	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
Public Works Director	N/A	\$ 9,609	\$ 10,089	\$ 10,594	\$ 11,124	\$ 11,680

CITY OF SOUTH EL MONTE
AMENDED SALARY SCHEDULE
Effective July 1, 2021
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>		<u>A</u>		<u>B</u>		<u>C</u>		<u>D</u>		<u>E</u>
Accounting Manager	56	\$	8,029	\$	8,430	\$	8,851	\$	9,294	\$	9,759
Accounting Specialist	40	\$	5,290	\$	5,555	\$	5,832	\$	6,124	\$	6,430
Accounting Technician	40	\$	4,778	\$	5,017	\$	5,268	\$	5,532	\$	5,808
Administrative Assistant	34	\$	4,413	\$	4,634	\$	4,866	\$	5,109	\$	5,365
Administrative Technician	38	\$	4,435	\$	4,657	\$	4,890	\$	5,134	\$	5,391
Code Enforcement Supervisor	40	\$	5,984	\$	6,284	\$	6,598	\$	6,928	\$	7,274
Community Services Manager	56	\$	7,196	\$	7,556	\$	7,934	\$	8,330	\$	8,747
Human Resources/Risk Manager	56	\$	7,372	\$	7,760	\$	8,168	\$	8,598	\$	9,051
Executive Assistant	36	\$	5,051	\$	5,304	\$	5,569	\$	5,848	\$	6,140
Personnel Analyst	46	\$	5,779	\$	6,068	\$	6,372	\$	6,690	\$	7,025
Planning Supervisor	48	\$	5,971	\$	6,270	\$	6,583	\$	6,912	\$	7,258
Public Works Supervisor	48	\$	6,270	\$	6,583	\$	6,912	\$	7,258	\$	7,621
Recreation Supervisor	48	\$	5,666	\$	5,950	\$	6,247	\$	6,559	\$	6,887
Senior Executive Assistant	42	\$	5,760	\$	6,048	\$	6,351	\$	6,668	\$	7,002
Senior Services Supervisor	48	\$	5,857	\$	6,150	\$	6,458	\$	6,781	\$	7,120
Accountant	44	\$	5,495	\$	5,770	\$	6,058	\$	6,361	\$	6,679
Accounting Technician	40	\$	4,778	\$	5,017	\$	5,268	\$	5,532	\$	5,808
Administrative Clerk Community Development	26	\$	3,316	\$	3,482	\$	3,656	\$	3,839	\$	4,031
Administrative Clerk Public Safety	26	\$	3,316	\$	3,482	\$	3,656	\$	3,839	\$	4,031
Administrative Clerk Public Works	26	\$	3,316	\$	3,482	\$	3,656	\$	3,839	\$	4,031
Assistant Planner	44	\$	5,475	\$	5,749	\$	6,037	\$	6,338	\$	6,655
Building Maintenance Supervisor	46	\$	6,017	\$	6,317	\$	6,633	\$	6,965	\$	7,313
Clerical Assistant	20	\$	3,177	\$	3,335	\$	3,502	\$	3,677	\$	3,861
Code Enforcement Officer	35	\$	5,032	\$	5,284	\$	5,548	\$	5,826	\$	6,117
Community Development Executive Assistant	36	\$	5,051	\$	5,304	\$	5,569	\$	5,848	\$	6,140
Community Services Secretary	36	\$	4,489	\$	4,713	\$	4,949	\$	5,196	\$	5,456
Communications Coordinator	33	\$	4,830	\$	5,071	\$	5,325	\$	5,591	\$	5,870
Department Clerk	32	\$	4,316	\$	4,532	\$	4,758	\$	4,996	\$	5,246
Deputy City Clerk	37	\$	5,242	\$	5,504	\$	5,780	\$	6,069	\$	6,372
Driver Class B	22	\$	2,956	\$	3,104	\$	3,259	\$	3,422	\$	3,593
Equipment Mechanic	34	\$	4,686	\$	4,920	\$	5,166	\$	5,424	\$	5,696
Finance Clerk	32	\$	3,843	\$	4,035	\$	4,237	\$	4,449	\$	4,671
Grants Coordinator	35	\$	5,068	\$	5,322	\$	5,588	\$	5,867	\$	6,160
Landscape Supervisor	46	\$	5,762	\$	6,050	\$	6,352	\$	6,670	\$	7,004
License Enforcement Officer	32	\$	3,731	\$	3,918	\$	4,114	\$	4,319	\$	4,535
Maintenance Worker I	26	\$	3,906	\$	4,101	\$	4,306	\$	4,521	\$	4,747
Lead Maintenance Worker-Building	39	\$	4,893	\$	5,138	\$	5,395	\$	5,665	\$	5,948
Lead Maintenance Worker-Landscape	39	\$	4,893	\$	5,138	\$	5,395	\$	5,665	\$	5,948
Lead Maintenance Operator-Field	39	\$	4,893	\$	5,138	\$	5,395	\$	5,665	\$	5,948
Office Assistant	18	\$	3,512	\$	3,688	\$	3,872	\$	4,066	\$	4,269
Permit Technician	40	\$	4,532	\$	4,758	\$	4,996	\$	5,246	\$	5,508
Public Safety Officer	25	\$	3,153	\$	3,310	\$	3,476	\$	3,650	\$	3,832
Public Works Analyst	44	\$	5,475	\$	5,749	\$	6,036	\$	6,338	\$	6,655
Receptionist	18	\$	3,195	\$	3,354	\$	3,522	\$	3,698	\$	3,883
Recreation Coordinator	34	\$	4,416	\$	4,637	\$	4,869	\$	5,112	\$	5,368
Recreation Specialist	22	\$	3,066	\$	3,220	\$	3,381	\$	3,550	\$	3,727

**CITY OF SOUTH EL MONTE
AMENDED SALARY SCHEDULE
Effective July 1, 2021
FULL-TIME EMPLOYEES
(Expressed in monthly rates)**

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Senior Accountant	51	\$ 6,480	\$ 6,804	\$ 7,145	\$ 7,502	\$ 7,877
Senior Building Inspector	56	\$ 6,750	\$ 7,088	\$ 7,442	\$ 7,814	\$ 8,205
Senior Center Receptionist	18	\$ 3,178	\$ 3,337	\$ 3,503	\$ 3,679	\$ 3,863
Senior Services Coordinator	34	\$ 4,416	\$ 4,637	\$ 4,869	\$ 5,112	\$ 5,368
Senior Services Specialist	22	\$ 3,066	\$ 3,220	\$ 3,381	\$ 3,550	\$ 3,727
Street Supervisor	46	\$ 5,761	\$ 6,050	\$ 6,352	\$ 6,670	\$ 7,003

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective January 1, 2021
PART-TIME EMPLOYEES

(Expressed in per hour rates/Minimum Wage \$14.00/hr.)

JOB TITLES	A	B	C	D	E
Assistant Pool Manager	17.31	17.99	18.72	19.48	19.77
Aquatics Cashier/Locker Attendant	14.00	14.50	15.03	15.58	16.16
Boxing Instructor	21.68	22.59	23.55	24.55	25.60
Boxing Trainer	14.00	14.50	15.03	15.58	16.16
Business License Clerk	18.74	19.50	20.31	21.14	22.02
Clerk	16.63	17.29	17.97	18.70	19.46
Code Enforcement Officer	18.97	19.74	20.56	21.41	22.49
College Worker(Intern)	18.65	19.41	20.21	21.04	21.92
Community Development Secretary	24.33	25.45	26.62	27.85	29.14
Crossing Guard	14.36	14.88	15.42	15.90	16.59
Crossing Guard Supervisor	17.06	17.74	18.46	19.21	19.99
Deputy City Clerk	28.63	29.49	30.92	32.41	33.98
Equipment Mechanic	21.71	22.62	23.58	24.58	25.63
Homelessness Coordinator	36.05	43.83			
Housing Program Coordinator	31.93	33.62	35.29	36.96	38.62
Lifeguard	14.85	15.42	16.01	16.64	17.30
Maintenance Aide	14.61	15.17	15.75	16.37	17.01
Newspaper Intern	21.00	21.20	21.40	21.60	21.81
Park Attendant	14.61	15.17	15.75	16.37	17.01
Pool Manager	19.05	19.83	20.65	21.51	22.41
Public Safety Officer	19.66	20.67	21.68	22.69	23.70
Recreation Leader	14.00	14.50	15.03	15.58	16.16
Recreation Specialist	17.56	18.27	19.00	19.78	20.60
Senior Recreation Leader	15.32	15.91	16.53	17.19	17.87
Van Driver -Class B	14.61	15.17	15.75	16.37	17.01
Van Driver -Class C	14.00	14.50	15.03	15.58	16.16
WSI Lifeguard	16.04	16.67	17.33	18.01	18.74

Eff. March 1, 2021

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective January 1, 2022
PART-TIME EMPLOYEES

(Expressed in per hour rates/Minimum Wage \$15.00/hr.)

JOB TITLES	A	B	C	D	E
Assistant Pool Manager	18.31	18.99	19.72	20.48	20.77
Aquatics Cashier/Locker Attendant	15.00	15.50	16.03	16.58	17.16
Boxing Instructor	22.68	23.59	24.55	25.55	26.60
Boxing Trainer	15.00	15.50	16.03	16.58	17.16
Business License Clerk	19.74	20.50	21.31	22.14	23.02
Clerk	17.63	18.29	18.97	19.70	20.46
Code Enforcement Officer	19.97	20.74	21.56	22.41	23.49
College Worker(Intern)	19.65	20.41	21.21	22.04	22.92
Community Development Secretary	25.33	26.45	27.62	28.85	30.14
Crossing Guard	15.36	15.88	16.42	16.90	17.59
Crossing Guard Supervisor	18.06	18.74	19.46	20.21	20.99
Deputy City Clerk	29.13	29.99	31.42	32.91	34.48
Equipment Mechanic	22.71	23.62	24.58	25.58	26.63
Homelessness Coordinator	36.05	43.83			
Housing Program Coordinator	32.43	34.12	35.79	37.46	39.12
Lifeguard	15.85	16.42	17.01	17.64	18.30
Maintenance Aide	15.61	16.17	16.75	17.37	18.01
Newspaper Intern	21.50	21.70	21.90	22.10	22.31
Park Attendant	15.61	16.17	16.75	17.37	18.01
Pool Manager	20.05	20.83	21.65	22.51	23.41
Public Safety Officer	20.66	21.67	22.68	23.69	24.70
Recreation Leader	15.00	15.50	16.03	16.58	17.16
Recreation Specialist	18.56	19.27	20.00	20.78	21.60
Senior Recreation Leader	16.32	16.91	17.53	18.19	18.87
Van Driver -Class B	15.61	16.17	16.75	17.37	18.01
Van Driver -Class C	15.00	15.50	16.03	16.58	17.16
WSI Lifeguard	17.04	17.67	18.33	19.01	19.74



City Council Agenda Report

**Agenda
Item No.
7.e.**

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: Consideration and Approval of Resolution No. 21-46, approving Fiscal Year (FY) 2021-22 Appropriation (Gann) Limit

SUMMARY: A Resolution to approve the FY 2021-22 for the City of South El Monte pursuant to Article XIIIB of the State of California Constitution.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-46 establishing the City's Appropriation Limit at \$157,096,894 for FY 2021-22.

FISCAL IMPACT: None. This is a statutory calculation to adopt the City's annual General Fund spending limit.

DISCUSSION: In November 1979, the State of California approved Proposition 4, which created Article XIIIB 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 XIIIB 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 2021-22 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.

The FY 2021-22 City's General Fund Budget of \$18.1 million, as adopted per Resolution No. 20-46, is significantly under the appropriation limit of \$157.1 million, representing only 11.5% of the spending limit.

ATTACHMENT(S)

A. Resolution No. 21-46 (with Exhibit)

RESOLUTION NO. 21-46

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ESTABLISHING THE FISCAL YEAR 2021-22 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 2021-22 fiscal year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES:

SECTION 1. The Appropriation Limit for the 2021-22 Fiscal Year shall be \$157,096,894 for the City as determined by Exhibit A attached hereto.

SECTION 2. The inflation factor being used to calculate the Fiscal Year 2021-22 appropriations limit is the increase in the City's property taxable values due to non-residential new construction as a percentage of the total taxable value increases as of the Fiscal 2020-21 lien year roll date.

SECTION 3. The population factor being used to calculate the Fiscal Year 2021-22 appropriations limit is the City's population growth between January 1, 2020 and January 1, 2021, 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 13th day of July 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 21-46, 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 13th day of July 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Exhibit A

CITY of SOUTH EL MONTE
Article XIII B Appropriations Limit
Fiscal Year 2021-2022
Appropriations Limit

A. Fiscal Year 2020-2021 Limit 148,274,558

B. Adjustment Factors:

1. Population % 1.0021

2. Inflation % 1.0573

Total Adjustment % 1.0595

C. Annual Adjustment \$ 8,822,336

D. Fiscal Year 2021-2022 Limit 157,096,894

CITY of SOUTH EL MONTE
Article XIII B Appropriations Limit
Fiscal Year 2021-2022
Appropriation Limit Adjustment Factors

Percentage Change in Population	<u>% Change</u>	<u>Factor</u>
City of South El Monte	0.21%	1.00210
County of Los Angeles	-0.89%	0.99110

Population Factor Selected:	
City of South El Monte	1.0021

Percent Change in Price	<u>% Change</u>	<u>Factor</u>
California Per Capita Personal Income	5.73%	1.05730
Non-Residential Assessed Valuation	1.41%	1.01410

Price Factor Selected:	
California Per Capita Personal Income	1.0573

May 2021

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance (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, 2021, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2021-22. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2021-22 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. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

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, 2021.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

/s/ Erika Li

Erika Li
Chief Deputy Director

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 2021-22 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2021-22	5.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2021-22 appropriation limit.

2021-22:

Per Capita Cost of Living Change = 5.73 percent
Population Change = -0.46 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.73 + 100}{100} = 1.0573$

Population converted to a ratio: $\frac{-0.46 + 100}{100} = 0.9954$

Calculation of factor for FY 2021-22: $1.0573 \times 0.9954 = 1.0524$

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2020-2021	1-1-20	1-1-21	1-1-2021
Los Angeles				
Agoura Hills	-0.69	20,599	20,457	20,457
Alhambra	-0.38	86,588	86,258	86,258
Arcadia	-0.28	57,820	57,660	57,660
Artesia	-0.70	16,514	16,398	16,484
Avalon	-0.80	4,005	3,973	3,973
Azusa	-0.44	49,805	49,587	49,587
Baldwin Park	-0.59	76,388	75,935	75,935
Bell	-0.43	36,475	36,319	36,319
Bellflower	-0.58	77,909	77,458	77,458
Bell Gardens	-0.67	42,518	42,233	42,233
Beverly Hills	-0.78	33,660	33,399	33,399
Bradbury	-1.04	1,056	1,045	1,045
Burbank	-0.54	104,535	103,969	103,969
Calabasas	0.76	24,157	24,341	24,341
Carson	-0.49	92,121	91,668	91,668
Cerritos	-0.43	50,262	50,048	50,048
Claremont	-0.47	35,877	35,707	35,707
Commerce	-0.74	12,888	12,792	12,792
Compton	-0.68	98,447	97,775	97,775
Covina	-0.13	48,899	48,833	48,833
Cudahy	-0.78	23,937	23,750	23,750
Culver City	0.05	39,785	39,805	39,805
Diamond Bar	-0.65	57,088	56,717	56,717
Downey	-0.68	112,186	111,425	111,425
Duarte	-0.34	21,531	21,457	21,457
El Monte	-0.35	116,876	116,465	116,465
El Segundo	-0.53	16,749	16,660	16,660
Gardena	-0.64	60,732	60,344	60,344
Glendale	-0.27	204,392	203,834	203,834
Glendora	-0.65	51,879	51,540	51,540
Hawaiian Gardens	-0.71	14,571	14,467	14,467
Hawthorne	-0.65	87,571	86,999	86,999
Hermosa Beach	-0.77	19,601	19,451	19,451
Hidden Hills	0.63	1,901	1,913	1,913
Huntington Park	-0.67	59,337	58,937	58,937
Industry	-0.23	428	427	427
Inglewood	-0.69	110,925	110,159	110,159
Irwindale	-0.07	1,442	1,441	1,441

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County	Percent Change	--- Population Minus Exclusions ---		Total
City	2020-2021	1-1-20	1-1-21	Population
La Canada Flintridge	-0.78	20,352	20,194	20,194
La Habra Heights	-0.33	5,469	5,451	5,451
Lakewood	-0.67	80,757	80,218	80,218
La Mirada	-0.65	48,947	48,631	48,631
Lancaster	-0.12	157,696	157,504	161,372
La Puente	-0.67	40,358	40,087	40,087
La Verne	-0.69	33,313	33,084	33,084
Lawndale	-0.50	32,873	32,710	32,710
Lomita	-0.73	20,582	20,431	20,431
Long Beach	-0.91	471,975	467,684	467,730
Los Angeles	-1.29	3,973,512	3,922,113	3,923,341
Lynwood	-2.13	71,399	69,880	69,880
Malibu	-0.61	11,608	11,537	11,537
Manhattan Beach	-0.67	35,294	35,058	35,058
Maywood	-0.60	27,837	27,670	27,670
Monrovia	1.36	37,964	38,479	38,479
Montebello	-0.55	63,264	62,914	62,914
Monterey Park	-0.70	60,808	60,380	60,380
Norwalk	-0.62	105,207	104,554	105,393
Palmdale	-0.53	156,910	156,074	156,074
Palos Verdes Estates	-0.68	13,377	13,286	13,286
Paramount	-0.66	55,566	55,200	55,200
Pasadena	0.17	145,061	145,306	145,306
Pico Rivera	-0.59	63,530	63,157	63,157
Pomona	-1.74	153,992	151,319	151,319
Rancho Palos Verdes	-0.70	41,835	41,541	41,541
Redondo Beach	-0.62	66,900	66,484	66,484
Rolling Hills	-0.59	1,877	1,866	1,866
Rolling Hills Estates	0.15	8,086	8,098	8,098
Rosemead	-0.44	54,471	54,229	54,229
San Dimas	-0.65	34,226	34,003	34,003
San Fernando	0.05	24,742	24,754	24,754
San Gabriel	-0.46	40,129	39,945	39,945
San Marino	-0.36	13,008	12,961	12,961
Santa Clarita	0.21	221,106	221,572	221,572
Santa Fe Springs	-0.74	18,219	18,084	18,129
Santa Monica	-0.03	92,995	92,968	92,968
Sierra Madre	-0.68	10,728	10,655	10,655
Signal Hill	-0.67	11,695	11,617	11,617
South El Monte	0.21	21,252	21,296	21,296

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
City	2020-2021	1-1-20	1-1-21	1-1-2021
South Gate	0.42	96,147	96,553	96,553
South Pasadena	-0.72	25,853	25,668	25,668
Temple City	-0.32	36,343	36,225	36,225
Torrance	-0.65	145,783	144,832	144,832
Vernon	-0.67	297	295	295
Walnut	-0.60	30,015	29,835	29,835
West Covina	-0.58	106,209	105,593	105,593
West Hollywood	-0.60	36,344	36,125	36,125
Westlake Village	-0.74	8,241	8,180	8,180
Whittier	-0.34	86,487	86,196	86,196
Unincorporated	-1.14	1,035,457	1,023,632	1,024,204
County Total	-0.89	10,127,550	10,037,774	10,044,458

*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

2019/20 TO 2020/21 TAX YEARS - IN PARCEL NUMBER ORDER

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
5281-004-023	Industrial	Malama Pono Properties Llc	265,000	676,260	+ 155.2%
8102-023-001	Industrial	Wg Llc	702,780	738,255	+ 5.0%
8102-036-020	Commercial	Hieu Investments Llc	4,611,906	4,956,084	+ 7.5%
8104-026-015	Industrial	Bennett Avenue Properties Llc	236,000	472,000	+ 100.0%
8114-012-031	Commercial	Hem Moorfield Sem Llc	3,126,434	3,298,948	+ 5.5%
8114-034-020	Commercial	Elmonte Property Llc	156,060	719,645	+ 361.1%
8116-022-055	Institutional	Greater El Monte Calmed Investments Lj	1,951,311	2,001,217	+ 2.6%
8581-015-007	Commercial	Yu Ruigen Cotrustee Yu Family Trust	1,602,295	1,641,130	+ 2.4%
8581-037-006	Commercial	Cortez Vicente A Trust Vicente Cortez Tr	530,394	589,338	+ 11.1%
9 Parcels Listed			13,182,180	15,092,877	+ 14.5%

This calculation reflects the 2020/21 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 2020/21 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	1,910,697
Less Automatic 2.000% Assessors's Inflation Adjustment	-263,644
<u>Actual Change in Non-Residential Valuation</u>	<u>1,647,053</u>
Change in Total Assessed Value	116,489,714
= Alternate 2021/22 Appropriations Limit Factor	1.41%



City Council Agenda Report

Agenda
Item No.
8.a

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-44, APPROVING ACCEPTANCE OF FUNDS FROM LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) AND REQUESTING ALLOCATION OF FUNDS TO THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

SUMMARY: The California Department of Housing and Community Development requires entitlement jurisdictions to use their allocation of Permanent Local Housing Allocation (PLHA) Grant Program for eligible housing related projects and programs to assist in addressing the unmet housing needs of our community. The City was allocated \$200,538 for Year 2, by a formula grant by Los Angeles County Development Authority (LACDA).

RECOMMENDATION: Staff recommends that the City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 21-44, approving the 2021 allocation of CDBG-PLHA (Community Development Block Grant-Permanent Local Housing Allocation) Program Year 2 funds, as outlined, and authorize the City Manager or designee to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for CDBG projects with the Los Angeles County Development Authority (LACDA).

FISCAL IMPACT: PLHA awards do not require matching funds from local jurisdictions. PLHA allows 5% in administrative costs associated with eligible activities.

DISCUSSION: LACDA has chosen to use their funding allocation to fund the Eviction Defense Program. However, cities are given the option to utilize their allocated funds for other eligible housing activities. If a city does not choose an alternative program, the city's funds will be designated to the Eviction Defense Program.

These allocated funds provide a source of funding to provide down payment assistance to our residents. With the new residential projects in the city, this program would highly benefit potential first-time homeowners. Through previous discussions, grant applications submitted, and local resident's needs, staff suggests utilizing the CDBG-PLHA funds towards homeownership opportunities, including, but not limited to, down payment assistance.

This activity would fall under the eligible guideline of: Activity #9-Homeownership opportunities, including, but not limited to, down payment assistance based on the eligible activities list (<https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml#eligible>) as noted on the Housing and Community Development website.

Under #9 of the eligibility programs, the PLHA program funds can be used for homeownership opportunities, including but not limited to, down payment assistance. The funds can be utilized to leverage down payment on the purchase of a new home. Below are some methods to leverage the funds that the Council can consider under this option.

1. PLHA programs funds can be used as assistance to individual households in the form of deferred-payment loans payable on sale or transfer of the homes, or when they cease to be owner occupied, or at maturity.
2. PLHA program funds can be used to acquire permanent financing of a dwelling unit, which may include an ADU or a JADU, ready for occupancy.
3. PLHA program funds can be used to leverage other State and Federal financing for the acquisition of a dwelling unit.
4. PLHA program funds can be used to permanent finance non-recurring Loan closing costs.

In this option, the residents of the City of South El Monte would be able to benefit from the potential affordable housing developments currently available. If funds are not committed within a reasonable time, the City can change its program next fiscal year. If funds are not spent or committed, they revert back to the County or State.

Staff has prepared the Proposed Program form for the State PLHA Program and a Resolution approving the PLHA program and authorizing a reimbursement contract with LACDA for the City Council to approve and submit to LACDA by June 30, 2021.

ATTACHMENT(S):

- A. Resolution No. 21-44
- B. Permanent Local Housing Allocation (PLHA) Eligible Activities
- C. Proposed Program Form

ATTACHMENT A

RESOLUTION NO. 21-44

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) ACTING ON BEHALF OF THE COUNTY

WHEREAS, the City of South El Monte desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”) Program; and

WHEREAS, if the City does not designate an alternative program, the Los Angeles County Development Authority (LACDA) will designate the funding allocation to fund the Eviction Defense Program; and

WHEREAS, the city authorizes the execution of a Reimbursable Contract with the County of Los Angeles in order to receive said PLHA funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AS FOLLOWS:

Section 1. The City Council authorizes the City Manager to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for CDBG projects with Los Angeles County Development Authority (LACDA).

PASSED, APPROVED AND ADOPTED this 13th day of July 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-44 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said City Council held on the 13th day of July, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

**PERMANENT LOCAL HOUSING ALLOCATION (PLHA)
LIST OF ELIGIBLE ACTIVITIES**

Eligible activities for the formula allocations are:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - A. This activity may include sub-awards to administrative entities as defined in HSC Section 50490(a)(1-3) that were awarded the CESH program or HEAP funds for rental assistance to continue assistance to these households.
 - B. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).
7. Accessibility modifications in lower-income owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the affordable housing project.

ATTACHMENT C

**PROPOSED ACTIVITY OR ACTIVITIES
FOR YEAR TWO OF THE STATE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

City Name: City of South El Monte Date: July 13, 2021

Name and Description of the Eligible Activity or Activities the City would like to Implement Using PLHA funds:

Homeownership opportunities, including but not limited to, down payment assistance

Budget(s) Proposed for Activity or Activities:

Staffing & Operations - Administrative Cap 5% - \$10,026

Grants/ Program Funding - \$190, 512

<u>Total</u>	<u>PLHA</u>	<u>\$200,538</u>
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Pertinent Facts and Information about the Priority Need for this Activity or Activities in your City:

We have new housing developments that offer for-sale and/or homeownership opportunities that our residents have requested down payment assistance funds. The City has offered this in the past through a grant: CalHome. Although resources are limited, this is opportunity would benefit South El Monte residents.

☐ Please check box to continue implementing PLHA Eligible Activity from prior year
\$ _____ (PLHA Funds distribution) to _____
\$ _____ (PLHA Funds distribution) to _____

Submitted by: _____

Date: _____

Title: _____



City Council Agenda Report

**Agenda
Item No.
8.b.**

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-45, APPROVING THE ANNUAL LEVY OF THE SEWER SERVICE FEE FOR FISCAL YEAR (FY) 2021-2022

SUMMARY: The City's sewer service fee (the "Fee") must first be approved by the City Council each year, after holding a Public Hearing on said Fee, in order to levy a Fee for the next fiscal year on all parcels in the City for the funding of improvements needed to upgrade the City's sanitary sewer system (System), and to have the Fee collected on the tax roll in the same manner, by the same person, and at the same time as the general taxes of the City.

RECOMMENDATION: Staff recommends that the City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 21-45, approving the annual levy of the Sewer Service Fee for Fiscal Year 2021-22, at \$35.37 per sewer unit.

- THIS ITEM TO BE CONTINUED -



City Council Agenda Report

Agenda
Item No.
9.a.

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF A FACILITY RESERVATION FEE WAIVER REQUESTED BY EL MONTE/SOUTH EL MONTE JETS FOR THE USE OF SHIVLEY PARK FIELD, NEW TEMPLE PARK FIELDS, AND COMMUNITY CENTER DANCE ROOM

SUMMARY: The El Monte/ South El Monte Jets ("Jets") are requesting a fee waiver for the use of the Shively Park field to host practices three (3) times a week from July 13, 2021 to July 29, 2021 and use of New Temple Park Fields to host the 2021 season's practices and games from August 3, 2021 to December 3, 2021. Additionally, the Jets are requesting the use of the Community Center Dance Room to host league board meetings.

RECOMMENDATION: Staff recommends City Council approve the facility reservation fee waiver requested by the Jets in the amount of \$8,070.00.

FISCAL IMPACT: If the request is approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fee in the amount of \$8,070.00. Jets will be responsible for any remaining costs not covered by the fee waiver including, but not limited to, a refundable deposit, lighting, and field preparation in the amount estimation of \$4,665.00.

Please find below the cost details of the reservations.

Shively Park Fields

Fee Description	Units	Total
Fields Fee:	\$50/hour x 18 hours	\$900.00
Park Lighting Fee:	\$30/hour x 4.5 hours	\$135.00
Liability Insurance Premium:	(agency provided)	\$0.00
Refundable Damage Deposit:	\$500.00	\$500.00
Total Fees Waived:		\$900.00
Total Non- Waived Fees:		\$635.00

New Temple Park Fields

Fee Description	Units	Total
Fields Fee:	\$50/hour x 141 hours	\$7,050.00
Park Lighting Fee:	\$30/hour x 116 hours	\$3,480.00
Liability Insurance Premium:	(agency provided)	\$0.00
Refundable Damage Deposit:	\$500.00	\$500.00
Total Fees Waived:		\$7,050.00
Total Non- Waived Fees:		\$3,980.00

Community Center Dance Room

Fee Description	Units	Total
Room Fee:	\$20/hour x 6 hours	\$120.00
Liability Insurance Premium:	(agency provided)	\$0.00
Refundable Damage Deposit:	\$50.00	\$50.00
Total Fees Waived:		\$120.00
Total Non- Waived Fees:		\$50.00

Fees Waives and Non- Fees Waived

Fee Description	Waived	Non-waived
Shively Park	\$900.00	\$635.00
New Temple Park	\$7,050.00	\$3,980.00
Community Center Dance Room	\$120.00	\$50.00
Total Fees:	\$8,070.00	\$4,665.00

Total fees waived by City: \$8,070.00

Total non-waived fees to Jets (subject to change): \$ 4,665.00

Refundable Deposit in the amount of \$1,050.00 (refundable if no damages are made to facilities)

DISCUSSION: The City of South El Monte has been a supporter and sponsor of the Jets Organization. The local non-profit group services the City of South El Monte and neighboring communities by providing a flag and tackle football league. Jets provide a safe and engaging environment for children ages 5-13 to learn the fundamental skills of football.

The Jets' football programs will meet at Shively Park beginning July 13, 2021 to July 29, 2021 from 6:30 p.m. to 8:30 p.m. for conditioning and practices. Once the South El Monte National Little League concludes their reservation, the Jets will utilize New Temple Park beginning August 3, 2021 to December 31, 2021 for season practices and game from 6:30 p.m. to 8:30 p.m. Lastly, the Jets will host three (3) meetings on July 6th, 8th, and 10th in the Community Center Dance Room.

ATTACHMENT(S):

- A. Reservation Application
- B. Jet's Fee Waiver Request Letter

ATTACHMENT A



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: ENSEM SETS / BILLY VALENCIA	Organization/Business: ENSEM SETS
Address: [REDACTED]	City: [REDACTED] Zip Code: [REDACTED]
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
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☒ Dance Room	☐ Game Room II		New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			Shively Park
			☒ Field
			☐ Picnic Area
Date of Event: 7/2021	Day(s): 13, 14, 15, 20, 21, 22, 27, 28, 29	Estimated Attendance: _____	
Purpose of Event/Function: _____			
Reservation Time: 6:30	to 8:30 PM	Set up Time: _____	to _____
Kitchen Hours: _____	to _____	Clean up Time: _____	to _____
Will the event be open to the public? _____			
Will there be entertainment? _____		If yes, what type? _____	
Will food be served? _____		If yes, name of caterer? _____	
Will alcohol be served? _____			
Portable Stage needed? _____			

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: [REDACTED]

Date: **5/26/2021**

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: _____ DATE OF USE: _____

FACILITY: _____

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	\$ _____ x _____ Hours	\$ _____
Staff Fee	\$ _____ x _____ # Staff x _____ Hours	\$ _____
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ _____
Kitchen Fee		\$ _____
Clean Up Fee		\$ _____
Damage Deposit		\$ _____
Insurance Premium Certificate		\$ _____
Liquor Premiums		\$ _____
Inflatable Bouncer		\$ _____
ABC Permit		\$ _____
	TOTAL:	\$ _____

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
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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 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
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 ratio 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: _____

5/26/2021



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: EMSEM SETS - BILLY VALENCIA	Organization/Business: EMSEM SETS
Address: [REDACTED]	City: [REDACTED] Zip Code: [REDACTED]
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
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
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☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
☐ Parking Lot			☒ Field
			☐ Picnic Area
			Shively Park
			☐ Field
			☐ Picnic Area
SATURDAYS 8-6 PM (5) Date of Event: TUE/WED/THUR Day(s): 08/1 - 12/31 Estimated Attendance: _____ Purpose of Event/Function: _____ Reservation Time: 6:30 to 8:30 PM Set up Time: _____ to _____ Kitchen Hours: _____ to _____ Clean up Time: _____ to _____ Will the event be open to the public? _____ Will there be entertainment? _____ If yes, what type? _____ Will food be served? _____ If yes, name of caterer? _____ Will alcohol be served? _____ Portable Stage needed? _____			

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: [REDACTED]

Date: **5/26/2021**

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: _____ DATE OF USE: _____

FACILITY: _____

FACILITY FEE WORK SHEET

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Insurance Premium Certificate		\$ _____
Liquor Premiums		\$ _____
Inflatable Bouncer		\$ _____
ABC Permit		\$ _____
	TOTAL:	\$ _____

of Round Tables: _____
 # of Rectangle Tables: _____
 # of Chairs _____

Table and Chair Ratio
 8 inch Round Table = 8 chairs
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BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
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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: _____
 Last update 7/11/18 Page 10 of 15

CITY BUILDINGS POLICY AND PROCEDURES

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If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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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.
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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.

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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.
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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.
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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.
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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:

5/26/2021

ATTACHMENT B



El Monte/South El Monte (EMSEM) Jets

Jr. All American Football and Cheer Youth Organization - 2021 Season

1446 Leafdale Ave
South El Monte, CA 91733
Tel: (626) 975-3114
Email: emsemjets@gmail.com
Instagram: @EMSEMJets

June 18, 2021

Dear City Council Members,

In the cities of South El Monte and El Monte, there is nothing more important than fostering responsible, hard-working, and respectful citizens. This journey, for many of our participants, begins with the El Monte/South El Monte (EMSEM) Jets Youth Football and Cheer program. With over 50 years of visibility throughout our joint communities, the EMSEM Jets have become a staple in our city. With the start of a new season, comes the financial responsibilities of raising over \$50,000 dollars necessary to keep our league running.

The EMSEM Jets program ensures that all participants maintain a grade point average (GPA) of 2.0 and above. Our non-profit organization provides students between the ages of 5 and 14 a safe place to get physically active and make connections with their peers. After an extremely difficult year for many families, we are excited to be able to offer our community a 2021 season. Our program will consist of 6 football divisions. Our athletes are eager to represent our amazing cities throughout the San Gabriel Valley, wearing the EMSEM Jets colors proudly.

The purpose of the EMSEM Jets is to teach our athletes the responsibilities of sportsmanship, self-esteem, teamwork, and academic success. Our dedicated coaches and volunteers are our first line of support, donating countless hours of their time to ensure we have a competitive and successful season. However, we would not be able to keep serving our young people without important partners like you.

We humbly ask for your help in securing the facilities we need to offer our players a season. This includes New Temple Park as our practice location, and facilities within the South El Monte Community Center to train our staff before our season begins.

We hope that our great city of South El Monte will accept our invitation and become a partner this 2021 season and help us celebrate over 50 years of Jets football tradition!

Sincerely,

EMSEM Jets Jr. All American Football & Cheer Youth Organization



City Council Agenda Report

**Agenda
Item No.
9.b.**

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF A FACILITY RESERVATION FEE WAIVER REQUESTED BY SOUTH EL MONTE AMERICAN YOUTH SOCCER ORGANIZATION (AYSO) FOR THE USE OF SHIVLEY PARK FIELD

SUMMARY: The South El Monte AYSO Soccer Organization ("AYSO") is requesting a fee waiver for the use of the Shively Park field to host practices five (5) times a week and games once a week from August 2, 2021 to February 28, 2022.

RECOMMENDATION: Staff recommends City Council approve the facility reservation fee waiver requested by AYSO in the amount of \$46,400.00.

FISCAL IMPACT: If the request is approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fee in the amount of \$46,400.00. AYSO will be responsible for any remaining costs not covered by the fee waiver including, but not limited to, a refundable deposit, lighting, and field preparation in the amount estimation of \$15,860.00.

Shively Park Field

Fee Description	Units	Total
Fields Fee:	\$50/hour x 928 hours	\$46,400.00
Park Lighting Fee:	\$30/hour x 512 hours	\$15,360.00
Liability Insurance Premium:	(agency provided)	\$0.00
Refundable Damage Deposit:	\$500.00	\$500.00
Total Fees Waived:		\$46,400.00
Total Non- Waived Fees:		\$15,860.00

Total fees waived by City: \$46,400.00

Total fees charged to AYSO (subject to change): \$ 15,860.00

Refundable Deposit in the amount of \$500.00 (refundable if no damages are made to facilities)

DISCUSSION: The City of South El Monte has been a supporter and sponsor of the AYSO organization. The local non-profit group services the City of South El Monte and neighboring communities by providing a soccer league. AYSO provides a safe and engaging environment for children ages 5-18 to learn the fundamental skills of soccer.

The AYSO organization will meet at Shively Park beginning August 2, 2021 to February 28, 2022 Monday through Friday from 6:30 p.m. to 8:30 p.m. and Saturdays from 8:00 a.m. to 8:00 p.m.

ATTACHMENT(S):

A. Reservation Application

ATTACHMENT A



City of South El Monte Recreation Services Department

APPLICANT NAME: _____ DATE OF USE: _____

FACILITY: _____

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	\$ _____ x _____ Hours	\$ _____
Staff Fee	\$ _____ x _____ # Staff x _____ Hours	\$ _____
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ _____
Kitchen Fee		\$ _____
Clean Up Fee		\$ _____
Damage Deposit		\$ _____
Insurance Premium Certificate		\$ _____
Liquor Premiums		\$ _____
Inflatable Bouncer		\$ _____
ABC Permit		\$ _____
	TOTAL:	\$ _____

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

8x8 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 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
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 ratio 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:

5-1-2021



City Council Agenda Report

Agenda
Item No.
9.c.

DATE: July 13, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF A FACILITY RESERVATION FEE WAIVER REQUESTED BY THE EL MONTE/ SOUTH EL MONTE CHAMBER OF COMMERCE FOR THE USE OF THE COMMUNITY CENTER PARKING LOT AND AMPHITHEATER

SUMMARY: The El Monte/South El Monte Chamber of Commerce ("Chamber of Commerce") is requesting the use of the Community Center parking lot and amphitheater. to host the Blast from The Past Community Car and Motorcycle Show. on Saturday, July 17, 2021 from 7:00 a.m.to 4:00 p.m.

RECOMMENDATION: Staff recommends the City Council discuss and take action on the fee waiver requested by the Chamber of Commerce in the amount of \$1,800.00.

FISCAL IMPACT: If the fee waiver request is approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility use fees in the amount of \$1,800.00.

Reservation Cost Details

Fee Description	Units	Total
Community Center Parking Lot Fee:	\$100/hour x 9 hours	\$900.00
Community Center Amphitheater Fee:	\$50/hour x 9 hours	\$450.00
Liability Insurance Premium:	(agency provided)	\$0.00
Recreation Staff Time:	\$15.00/hour x 3 staff x 10 hours	\$450.00
Sub Total - Fees Waived:		\$1350.00
Sub Total – allocated from General Fund for staff time:		\$450.00
	Total Waived	\$1,800.00

DISCUSSION: The Chamber of Commerce approached the City requesting to host a car and motorcycle show in the Community Center parking lot. The car show will feature several classic, vintage, and sport automobiles that can be admired by all members of the community. At the conclusion of the event, awards will be distributed to the victors in each of the judging categories.

City staff met and coordinated the operations and logistics of the event with representatives of the Chamber of Commerce. The Chamber of Commerce is requesting the use of the Community Center parking lot on Saturday, July 17, 2021 from 7:00 a.m. to 4:00 p.m. In addition, the Chamber of Commerce is requesting a stage, canopy, chairs, two tables, access to restrooms in the Community Center, and no parking signs posted (72) hours prior to the event. To accommodate the requests, the City would have to schedule three Recreation staff to set up/tear down stage, canopy, and provide coverage in the Community Center to allow the public use of the restrooms. Staff time is not included in fee waiver and would be an additional expense to the City that would be allocated from the General Fund.

ATTACHMENT(S):

- A. Reservation Application
- B. Fee Waiver Request Letter

Attachment A



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 448-0131
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: <u>KEN RAUSCH</u>	Organization/Business: <u>EL MONTE / SOUTH EL MONTE CHAMBER OF COMMERCE</u>
Address: <u>1903 DURFEE AVE SUITE 4</u>	City: <u>SOUTH EL MONTE</u> Zip Code: <u>91733</u>
Home Phone: <u>[REDACTED]</u>	Work Phone: <u>626-443-0180</u>
Cell Phone: <u>[REDACTED]</u>	Email: <u>KENCENSEM.BIZ</u>

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
☐ Kitchen	☐ Dining Room	☐ Main Pool	☐ Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☐ New Temple
☒ <u>Parking Lot (Back)</u>			☐ Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: <u>JULY 17, 2021</u>	Day(s): <u>SATURDAY</u>	Estimated Attendance: _____	
Purpose of Event/Function: <u>CAR SHOW</u>			
Reservation Time: <u>7:00 AM</u> to <u>4:00 PM</u>	Set up Time: <u>7:00 AM</u> to <u>10:00 AM</u>		
Kitchen Hours: <u>N/A</u> to <u>N/A</u>	Clean up Time: <u>2:00 PM</u> to <u>4:00 PM</u>		
Will the event be open to the public? <u>YES</u>			
Will there be entertainment? <u>YES</u>	If yes, what type? <u>D.J.</u>		
Will food be served? <u>YES</u>	If yes, name of caterer? <u>FOOD VENDORS</u>		
Will alcohol be served? <u>NO</u>			
Portable Stage needed? <u>YES</u>			

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree 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 have read, signed and agree to the Rules and Regulations.

Signature of Applicant: [REDACTED] Date: 6-16-21

----- OFFICE USE ONLY -----
☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

Last update 7/11/18

City of South El Monte Recreation Services Department

APPLICANT NAME: KEN RAUSCH EM/SEN CHAMBER DATE OF USE: 7/17/21
 FACILITY: COMMUNITY CENTER PARKING LOT

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	\$	x	Hours	\$	<u>0</u>
Staff Fee	\$	x	# Staff x Hours	\$	<u>0</u>
Security Guard Fee	\$	x	# Guard (s) x Hours	\$	<u>0</u>
Kitchen Fee				\$	<u>0</u>
Clean Up Fee				\$	<u>0</u>
Damage Deposit				\$	<u>0</u>
Insurance Premium Certificate			<u>Agency Provides</u>	\$	<u>0</u>
Liquor Premiums				\$	<u>0</u>
Inflatable Bouncer				\$	<u>0</u>
ABC Permit				\$	<u>0</u>
				TOTAL:	\$ <u>0</u>

of Round Tables: _____
 # of Rectangle Tables: _____
 # of Chairs: _____

Table and Chair Ratio
 8 inch Round Table = 8 chairs
 8x8 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:

Full refund: Yes _____ No _____

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".
7. For events involving the general public, the applicant is required to procure Special Event Liability Insurance. The applicant shall furnish to the City appropriate certificates of public liability and property damage insurance in the amount of \$1,000,000.00 naming the City as an additional insured under the policy. Such insurance shall be maintained and kept in force during all such times that the applicant uses the City Facilities. All insurance certificates required above shall provide that such certificates shall not be cancelled or materially changed without at least 30 days' prior written notice to the City.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
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.

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.

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 and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: 6-16-21



CERTIFICATE OF LIABILITY INSURANCE

ELMON-2 OP ID: RUM

DATE (MM/DD/YYYY)

06/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Loomis Insurance Services PO BOX 3128 Riverside, CA 92519 Michael J Runner	CONTACT NAME: Michael J Runner PHONE (A/C, No, Ext): 951-685-7478 FAX (A/C, No): 951-685-0665 E-MAIL: mrunner@loomis4insurance.com ADDRESS: mrunner@loomis4insurance.com
INSURED El Monte/South El Monte Chamber of Commerce 1903 Durfee Avenue, Ste. 4 South El Monte, CA 91733	INSURER(S) AFFORDING COVERAGE INSURER A: Amco Insurance Company NAIC # 19100 INSURER B: Travelers Property Casualty 19046 INSURER C: Philadelphia Indemnity Ins Co 18058 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X	X	ACP7895549638	03/17/2021	03/17/2022	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		X	ACP7895549638	03/17/2021	03/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB 3K267201	02/13/2021	02/13/2022	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
C	Directors/Officers			PHSD 1566147	09/27/2020	09/27/2021	D&O occ 2,000,00 Agg 2,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of So El Monte is named as Additional Insured.
Blast From the Past Car Show 2021 held at South El Monte Community Center
1530 Central Ave, S. El Monte, CA 91733

CERTIFICATE HOLDER

CANCELLATION

CITY OF SOUTH EL MONTE 1556 Central Avenue S. El Monte, CA 91733	CARSHOW	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

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Attachment B



100
YEARS
1922 - 2022

July 6, 2021

Ms. Rachel Barbosa
City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

Dear Ms. Barbosa,

The El Monte/South El Monte Chamber of Commerce is hosting a "Blast from the Past" community car and motorcycle show on July 17th from 10 am until 2:00 pm. We respectfully request a fee waiver for this event.

Our request includes the following items:

1. Access to the Community Center parking lot from 7:00 am until 3:00 pm.
2. Stage set-up and breakdown
3. Canopy set-up and breakdown
4. Staff coverage at the Community Center for reservation participants restroom use.
5. Request to post "No Parking" signs 72 hours prior to the event by Code Enforcement staff.

Thank you for your consideration.

Sincerely,

Ken Rausch
Chief Executive Officer

1903 N. DURFEE AVENUE, SUITE 4 • SOUTH EL MONTE, CA 91733

P.O. BOX 5866 • EL MONTE, CA 91734

PHONE: 626.443.0180 FAX: 626.443.0468 CHAMBER@EMSEM.BIZ WWW.EMSEM.BIZ