

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



Rene Salas, Interim 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

December 13, 2022, 6:00 PM

LOCATION CHANGE: 1556 Central Avenue, Senior Center, South El Monte, CA 91733

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

On September 16, 2021, Governor Newsom signed AB 361, which modified the Brown Act to allow for teleconferencing participation at local legislative body public meetings during a proclaimed state of emergency. Pursuant to Government Code Section 54953(e) as amended by AB 361, City Council is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically available to all members of the public seeking to observe and to address the local legislative body. Public participation will be allowed via the information below.

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

Or Call In: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 ext. 3280 or ext. 3220 at least 72 hours prior to the meeting.

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 read during public comment and made part of the record.

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)).

Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda 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) 274-4842

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: Angel, Delgado, Retamoza, Mayor Pro Tem Acosta and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Manuel Acosta

3. INVOCATION

Pastor Patricia Garrett, Faith Dominion Church

4. PRESENTATIONS

4.a. Sheriff's Department Report for the Months of October and November

4.b. Code Enforcement and Public Safety Department Report for the Months of October and November

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

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

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

7.a. – 7.g. next pages.

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-90, ADOPTING CERTIFICATE OF CANVASS CERTIFYING RESULTS FOR THE CITY OF SOUTH EL MONTE'S GENERAL MUNICIPAL ELECTION HELD TUESDAY, NOVEMBER 8, 2022

On Tuesday, November 8, 2022, a General Municipal Election was held in the City of South El Monte consolidated with the Los Angeles County Registrar-Recorder/County Clerk, Elections Division to fill two four-year terms for Member of the City Council (currently held by Mayor Pro Tem Manuel Acosta and Councilwoman Gracie Retamoza) and to submit to the voters Measure "CM" and Measure "X". Both Measure "CM" and Measure "X" pertain to the permitting, regulation, and taxation of cannabis uses within the City. Measure "CM" was submitted to the voters by the City Council and Measure "X" was submitted to the voters by voter-initiative.

The following individuals filed nomination papers for Member of the City Council: Manuel Acosta, Rudy Bojorquez and Gracie Retamoza.

Based upon the County of Los Angeles' canvassing of the returns of votes cast for each elective office, Manuel Acosta was re-elected as Member of the City Council for the full term of four years; and Rudy Bojorquez was elected as Member of the City Council for a full term of four years.

Based upon the County of Los Angeles' canvassing of the returns of votes cast, Measure "CM" received a majority approval from the City's voters voting in the November 8, 2022, election while Measure "X" did not.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-90, reciting the facts of the November 8, 2022, General Municipal Election. This Resolution will certify that Manuel Acosta was re-elected to the City Council, Rudy Bojorquez was elected to the City Council, Measure "CM" was passed by the voters, and Measure "X" was not passed by the voters.

7.b. CONSIDERATION AND APPROVAL OF THE ADJOURNED REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 9, 2022

Staff is requesting approval of Minutes for the November 9, 2022 Adjourned Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Adjourned Regular City Council Meeting of November 9, 2022.

7.c. – 7.e. next page.

CONSENT CALENDAR (CONTINUED)

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-91, APPROVING WARRANTS FOR THE PERIOD OF NOVEMBER 10, 2022 THROUGH DECEMBER 13, 2022

Authorizing payment of City expenditures for the period November 10, 2022 through December 13, 2022, totaling \$1,520,982.02.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-91, authorizing payment of City expenditures.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-92, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(e) ET SEQ. FOR THE PERIOD OF DECEMBER 13, 2022 THROUGH JANUARY 11, 2023

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-92, proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of December 13, 2022 through January 11, 2023.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-92, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period from December 13, 2022 through January 11, 2023.

7.e. CONSIDERATION AND APPROVAL OF THE CITY'S 2023 SPECIAL EVENTS CALENDAR

The City's 2023 Events Calendar includes recommended dates and locations for the City-sponsored events held by the Community Services Department. All scheduled events are subject to modifications, date changes, or cancellations.

RECOMMENDED ACTION: Staff recommends City Council consider and approve the City's 2023 Special Events Calendar.

7.f. next page.

CONSENT CALENDAR (CONTINUED)

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-93, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION FOR THE SANTA ANITA AVENUE AND KLINGERMAN STREET, RUSH STREET, AND CENTRAL AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT, FUNDED BY HSIP, HSIPL-5352(019)

The Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project was completed in compliance with the plans and specifications by KDC Inc. dba Dynaelectric L.A. The Project Scope included installation of traffic signals and lighting to include new poles, foundations, controllers, conduit, traffic striping, curb, gutter, sidewalk and curb ramps at Santa Anita Avenue and Klingerman Street, Santa Anita Avenue and Rush Street and Santa Anita Avenue and Central Avenue intersections. The final cost for the construction work completed by KDC Inc. dba Dynaelectric L.A. is \$877,314.57.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-93, accepting the improvements for the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project;
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-94, APPROVING AWARD OF CONTRACT TO BUREAU VERITAS/NORTH AMERICA (BV/NA) FOR BUILDING INSPECTION SERVICES

On September 29, 2022, the City issued a Request for Proposals (RFP) for Building Inspection Services. Staff reviewed the proposals and determined that of the five firms that submitted proposals, Bureau Veritas North America, Inc. (BVNA) best meets the needs of the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-94, approving award of contract to Bureau Veritas North America, Inc. (BV NA) for Building Inspection services; and
2. Authorize Interim City Manager to negotiate and execute the contract.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS - None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION - None

14. COMMENTS BY OUTGOING MEMBERS OF THE CITY COUNCIL

15. OATH OF OFFICE ADMINISTERED TO RE-ELECTED AND ELECTED MEMBERS OF THE CITY COUNCIL

15.a. RE-ELECTED COUNCILMEMBER - MANUEL ACOSTA

Oath of Office to be Administered by Mr. Acosta's Daughter Raquel Bianca Acosta.

15.b. ELECTED COUNCILMEMBER - RUDY BOJORQUEZ

Oath of office to be Administered by Mr. Bojorquez' Daughter Myranda Bojorquez.

16. PRESENTATIONS BY OUTSIDE ORGANIZATIONS

17. COMMENTS BY RE-ELECTED AND NEWLY ELECTED MEMBERS OF THE CITY COUNCIL

18. ADJOURNMENT

Tuesday, January 10, 2023, at 6:00 P.M.

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 the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 8th day of December 2022.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: December 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: Sheriff's Department Report for the Months of October and November

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. October Crime Statistics
- B. November Crime Statistics

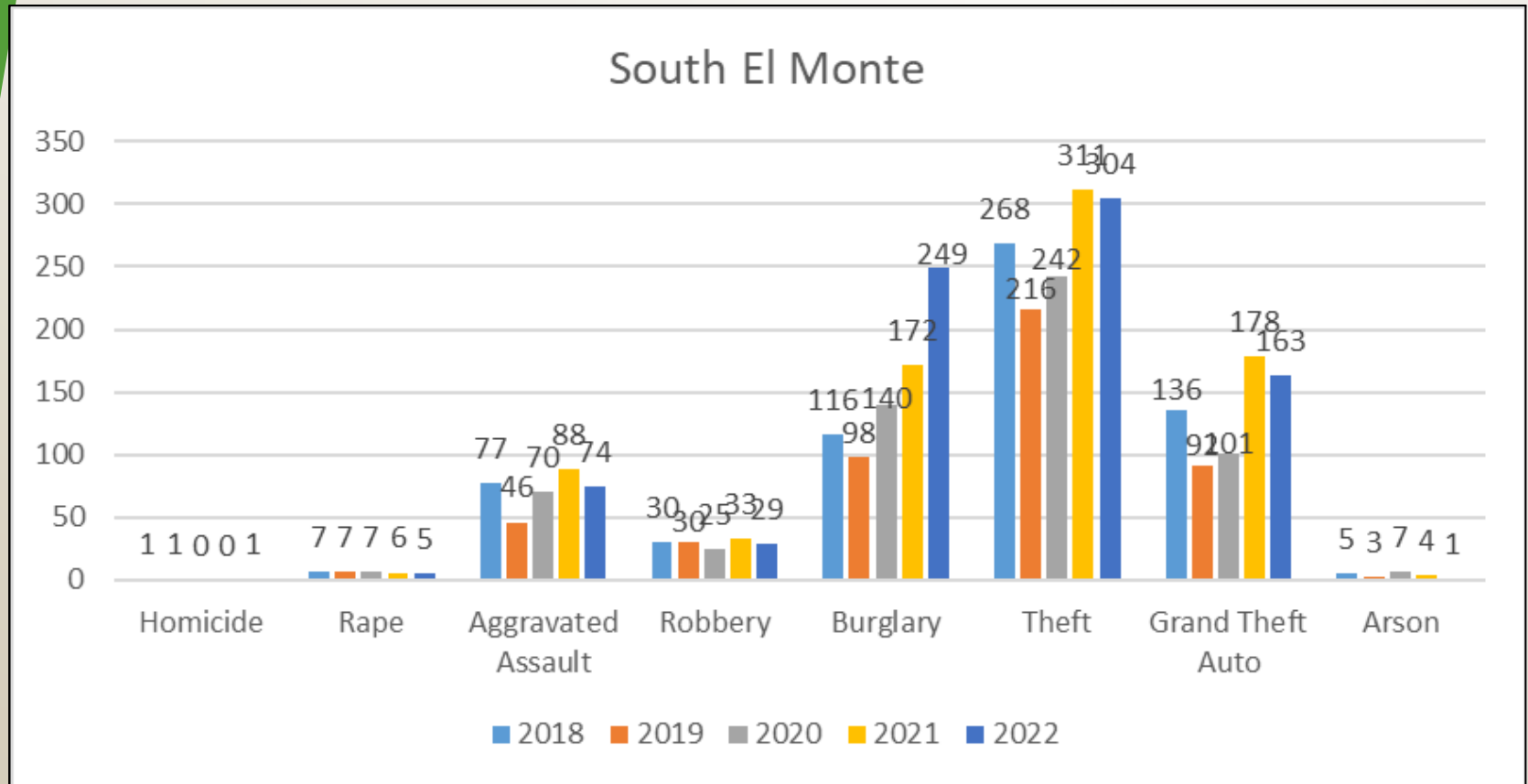
South El Monte October 2022

Crime Statistics



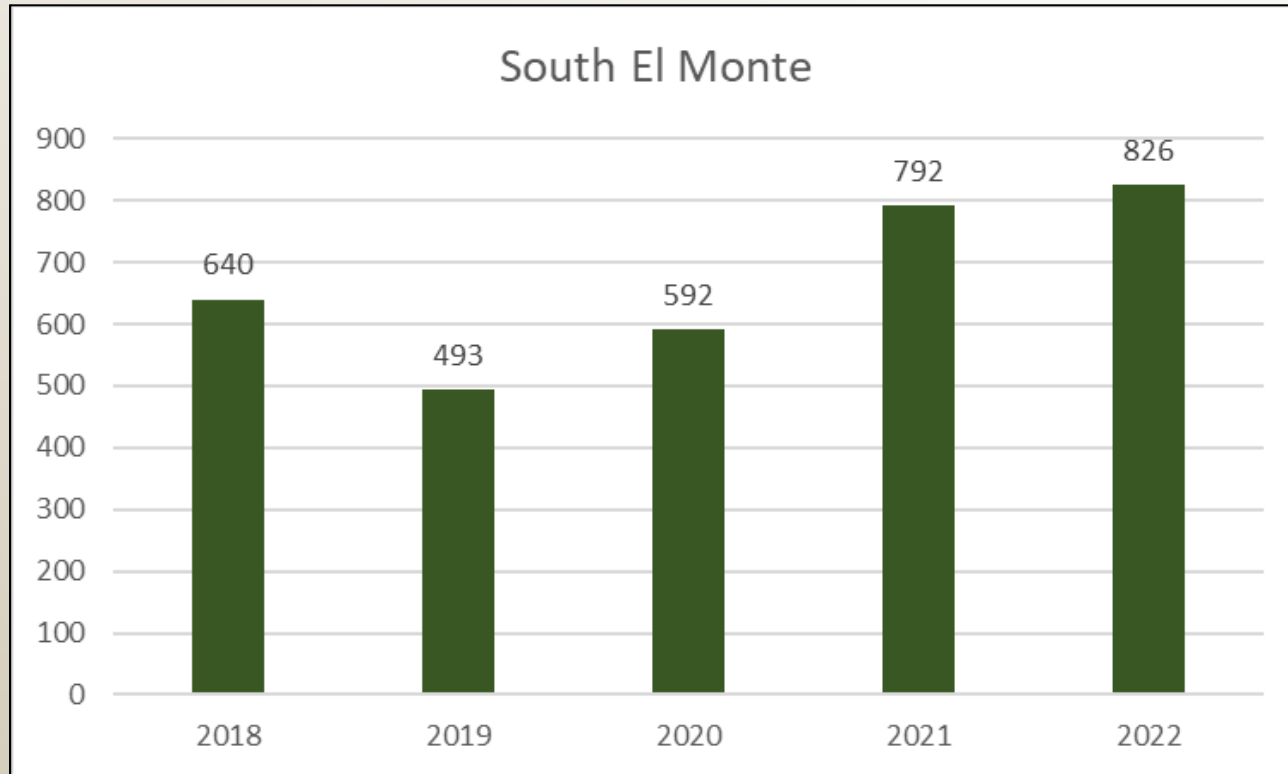
South El Monte

Part I Crime Statistics – October 2022



South El Monte

Part I Crime Statistics – October 2022



South El Monte

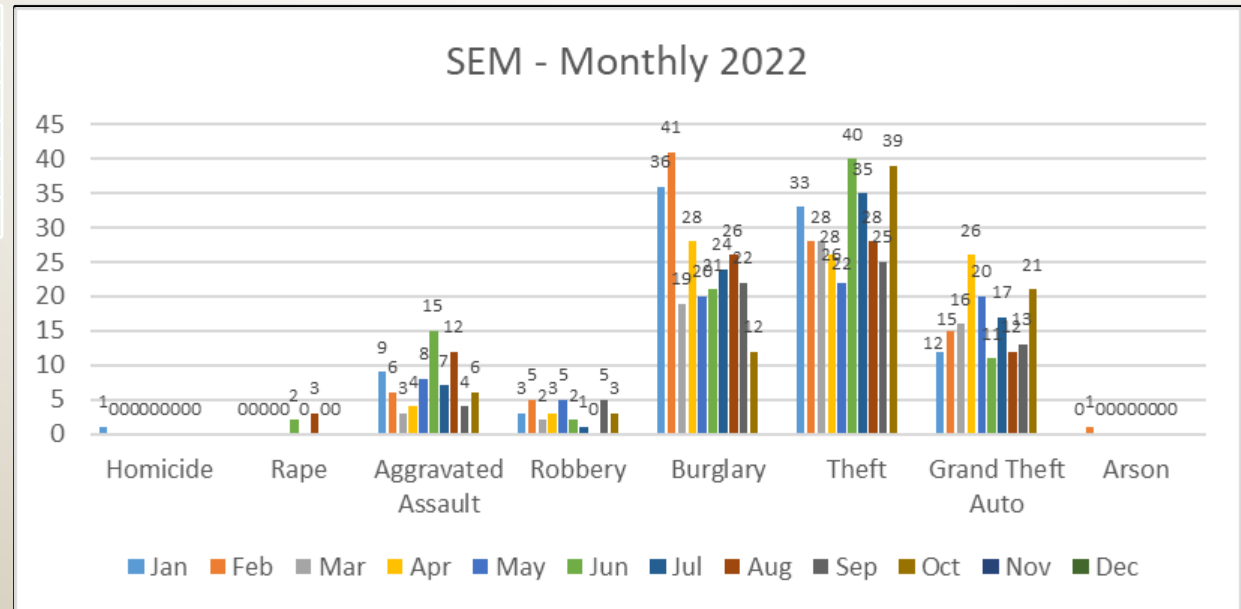
Part I Crime Statistics – Monthly Breakdown 2022 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	1	0	0	0	0	0	0	0	0	0			1
Rape	0	0	0	0	0	2	0	3	0	0			5
Aggravated Assault	9	6	3	4	8	15	7	12	4	6			74
Robbery	3	5	2	3	5	2	1	0	5	3			29
Burglary	36	41	19	28	20	21	24	26	22	12			249
Theft	33	28	28	26	22	40	35	28	25	39			304
Grand Theft Auto	12	15	16	26	20	11	17	12	13	21			163
Arson	0	1	0	0	0	0	0	0	0	0			1
Total	94	96	68	87	75	91	84	81	69	81	0	0	826

South El Monte	
Res Burg	13
Other Burg	236
Petty Theft	65
Grand Theft	129
Theft from Vehicle	110

YTD 10/31

SEM	2021	2022
Arrests	1321	1021



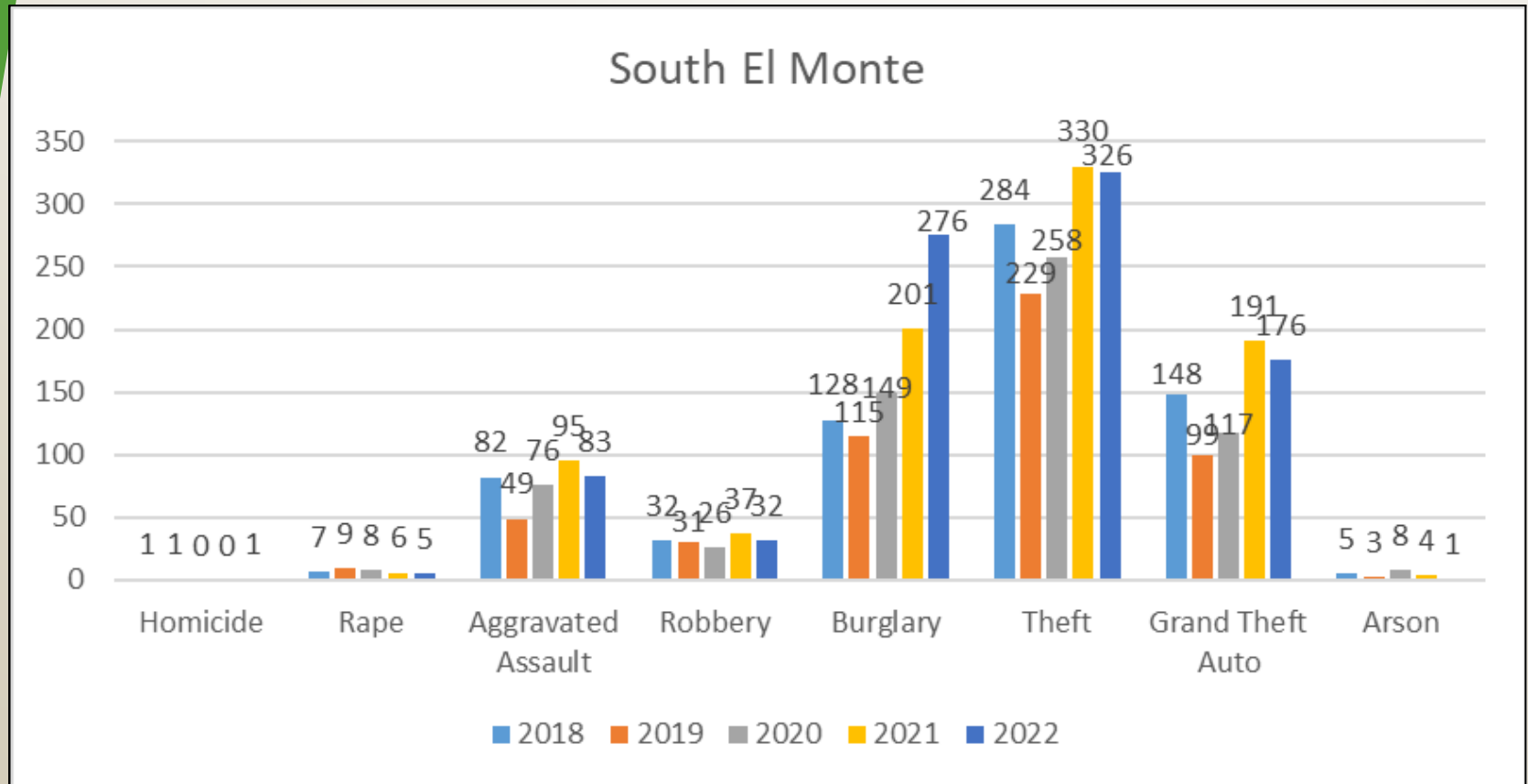
South El Monte November 2022

Crime Statistics



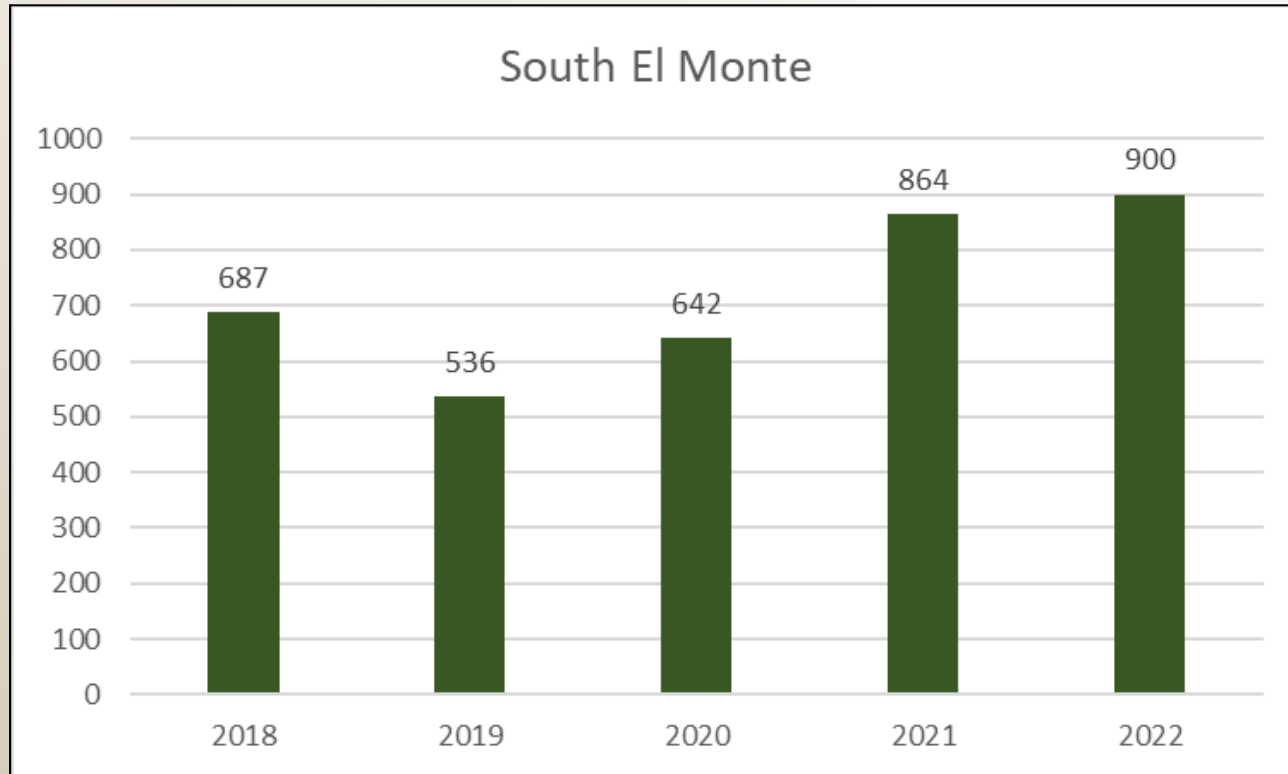
South El Monte

Part I Crime Statistics – November 2022



South El Monte

Part I Crime Statistics – November 2022



South El Monte

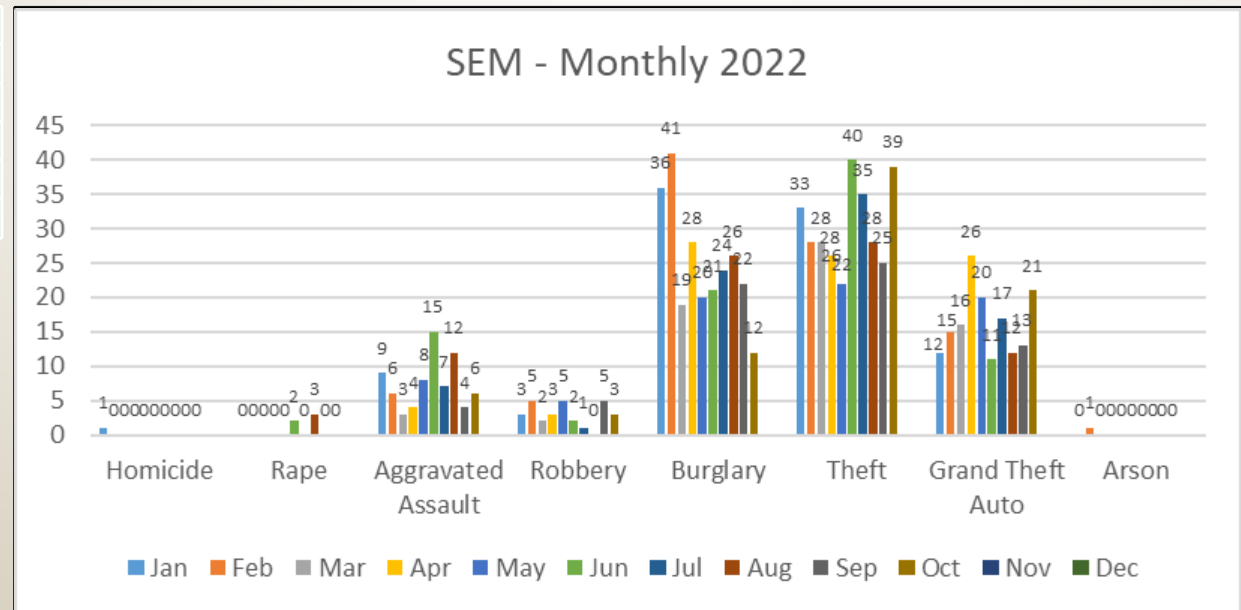
Part I Crime Statistics – Monthly Breakdown 2022 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	1	0	0	0	0	0	0	0	0	0	0		1
Rape	0	0	0	0	0	2	0	3	0	0	0		5
Aggravated Assault	9	6	3	4	8	15	7	12	4	6	9		83
Robbery	3	5	2	3	5	2	1	0	5	3	3		32
Burglary	36	41	19	28	20	21	24	26	22	12	27		276
Theft	33	28	28	26	22	40	35	28	25	39	22		326
Grand Theft Auto	12	15	16	26	20	11	17	12	13	21	13		176
Arson	0	1	0	0	0	0	0	0	0	0	0		1
Total	94	96	68	87	75	91	84	81	69	81	74	0	900

South El Monte	
Res Burg	15
Other Burg	261
Petty Theft	71
Grand Theft	140
Theft from Vehicle	115

YTD 11/30

SEM	2021	2022
Arrests	1380	1115





City Council Agenda Report

Agenda Item No. 4.b.

DATE: December 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: Code Enforcement and Public Safety Department Report for the Months of October and November

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation - October & November 2022

City of South El Monte

Public Safety Report



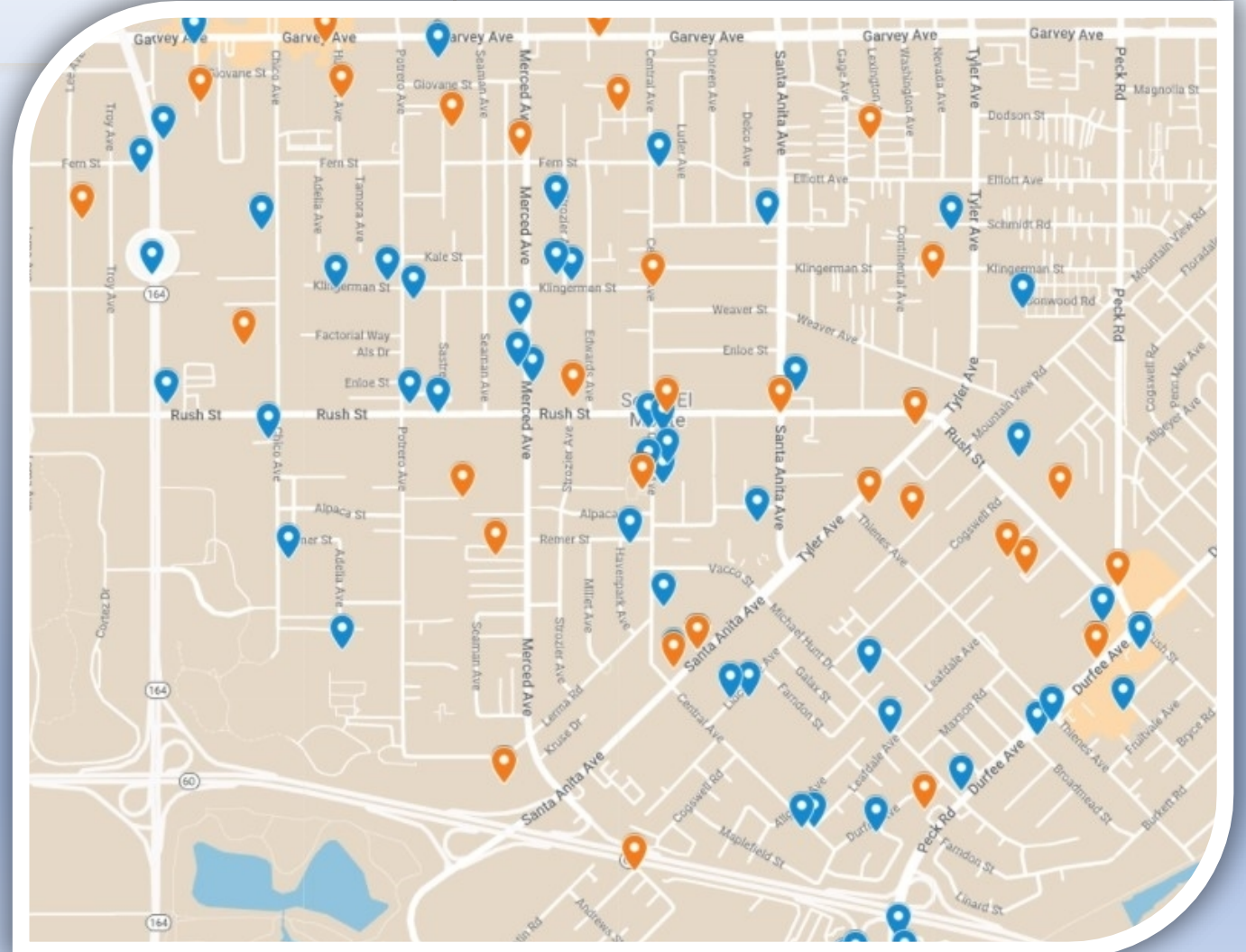
October - November 2022 Recap

Joe Martinez
Code Enforcement Supervisor

Code Cases by Location

October - 81 November - 37

Property Maintenance.....	10 - 6
Health and Safety / Public Nuisance..	2 - 3
Streets/Public Places	41 - 5
Vehicle/Traffic.....	8 - 3
Business.....	9 - 10
Zoning	2 - 0
Homeless	9 - 6
Building Code	0 - 4



Parking Citations – Street Sweeping

OCTOBER – 260



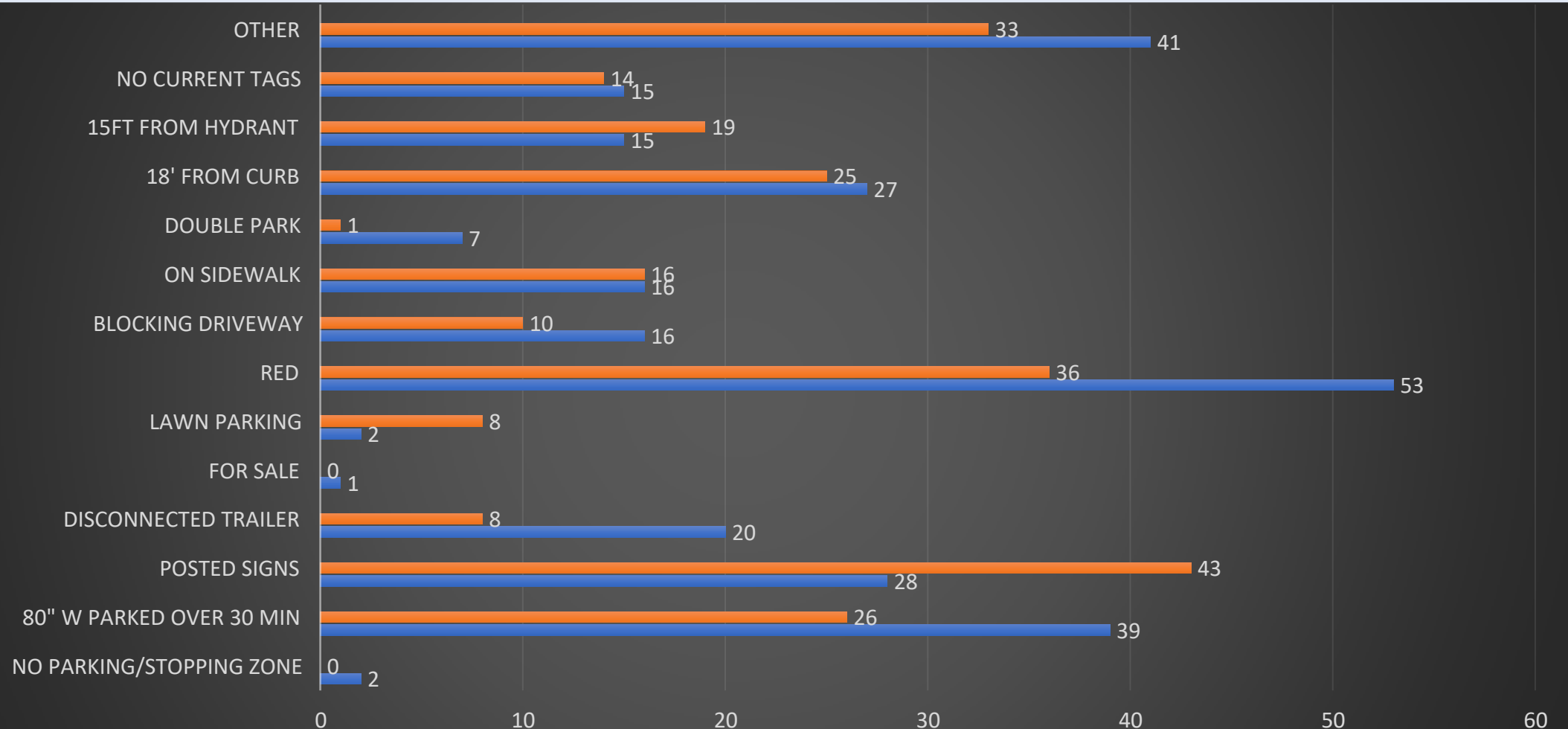
NOVEMBER – 326



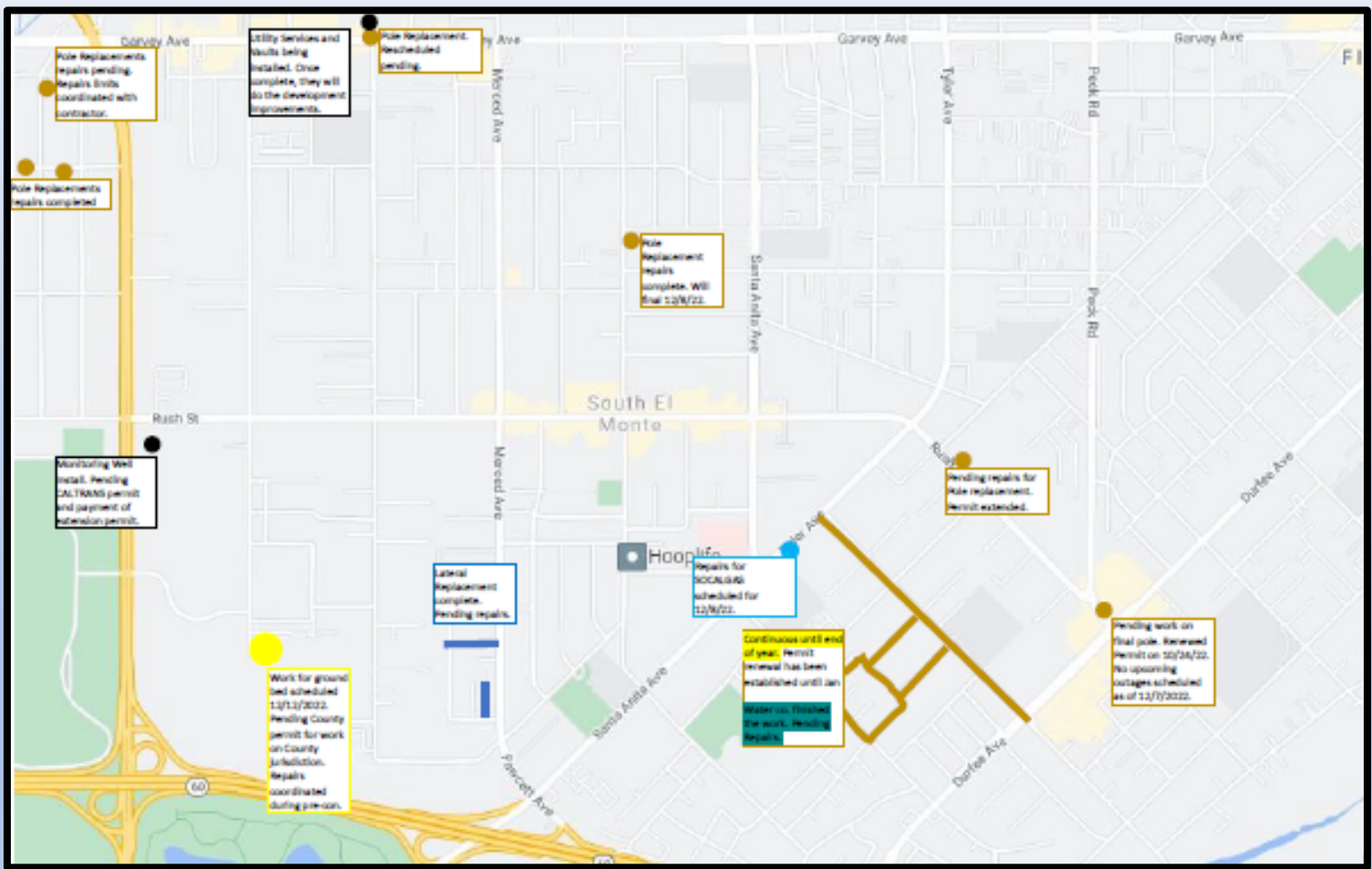
Parking Citations

October - 226

November - 185



Work in Right of Way



SCE POLE WORK/POLE REPLACEMENT

WATER COMPANY MAIN LINE WORK
(IN PROGRESS)/REPAIRS

CHARTER

ATT

SO CAL GAS

CURRENT DEVELOPMENT
CONSTRUCTION/OTHER

Reminder: Trash Pick Up Street Sweeping

No delay – Christmas Day

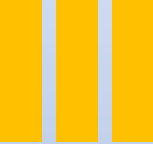
No delay – New Years' Day

HAPPY HOLIDAYS!

FROM  Athens Services



Athens will be closed on December 25 and January 1.
There will be NO DELAY in trash pickup the week following the holidays - please place containers out on your regular trash day!



Reminder: Christmas Tree Disposal





City Council Agenda Report

Agenda Item No. 7.a.

DATE: December 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-90, ADOPTING CERTIFICATE OF CANVASS CERTIFYING RESULTS FOR THE CITY OF SOUTH EL MONTE'S GENERAL MUNICIPAL ELECTION HELD TUESDAY, NOVEMBER 8, 2022

SUMMARY: On Tuesday, November 8, 2022, a General Municipal Election was held in the City of South El Monte consolidated with the Los Angeles County Registrar-Recorder/County Clerk, Elections Division to fill two four-year terms for Member of the City Council (currently held by Mayor Pro Tem Manuel Acosta and Councilwoman Gracie Retamoza) and to submit to the voters Measure “CM” and Measure “X”. Both Measure “CM” and Measure “X” pertain to the permitting, regulation, and taxation of cannabis uses within the City. Measure “CM” was submitted to the voters by the City Council and Measure “X” was submitted to the voters by voter-initiative.

The following individuals filed nomination papers for Member of the City Council: Manuel Acosta, Rudy Bojorquez and Gracie Retamoza.

Based upon the County of Los Angeles’ canvassing of the returns of votes cast for each elective office, Manuel Acosta was re-elected as Member of the City Council for the full term of four years; and Rudy Bojorquez was elected as Member of the City Council for a full term of four years.

Based upon the County of Los Angeles’ canvassing of the returns of votes cast, Measure “CM” received a majority approval from the City’s voters voting in the November 8, 2022, election while Measure “X” did not.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-90, reciting the facts of the November 8, 2022, General Municipal Election. This Resolution will certify that Manuel Acosta was re-elected to the City Council, Rudy Bojorquez was elected to the City Council, Measure “CM” was passed by the voters, and Measure “X” was not passed by the voters.

FISCAL/FINANCIAL IMPACT: Annual tax revenue from Measure “CM” is estimated at \$720,000. Assumptions used for this estimate are as follows:

1. Average Annual Dispensary Revenue is \$3,000,000 per year per location, both retail and medical (Based upon State Average).
2. Calculation assumes four (4) retail establishments and no cultivation establishments (no warehouse locations).

Total Sites = Four (4)

Average Annual Sales = \$3,000,000

Total Average Annual Sales = \$12,000,000

Tax Rate = 6%

Total Estimated Annual Tax Revenue = \$720,000

DISCUSSION: Dean C. Logan, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, (“County Elections Official”) pursuant to the provisions of Section 15300 et seq. of the California Elections Code has canvassed the returns of the votes cast for each elective office, Measure “CM”, and Measure “X” in the City of South El Monte at the General Municipal Election held on Tuesday the 8th day of November 2022. The County Elections Official further certifies that the Statement of Votes Cast, attached to the Certificate of Canvass, shows the total number of ballots cast in South El Monte; the whole number of votes cast for each candidate, Measure “CM”, and Measure X in each of the respective precincts therein; and the totals of the respective columns and the totals as shown for each candidate, Measure “CM”, and Measure X are full, true, and correct. Therefore, the results of the General Municipal Election are certified to the City Council as provided in the attached Certificate of the Canvass of the Election Returns.

In summary, the following individuals have been re-elected and elected to their respective offices:

Manuel Acosta was re-elected as Member of the City Council for the full term of four years

Rudy Bojorquez was elected as Member of the City Council for a full term of four years

Additionally, Measure “CM” was approved by a majority of voters (YES: 53.61%; NO: 46.39%.) while Measure “X” was not approved by a majority of voters (YES: 46.05%; NO: 53.95%).

The attached resolution recites the facts of the election, including a breakdown of votes for each of the above, and contains other information required by the Elections Code. In order to complete the election certification process, pursuant to Elections Code Sections 10262 et seq.

ATTACHMENT(S):

- A. Resolution No. 22-90
- B. Exhibit A to Resolution No. 22-90, Official Canvass of Results
- C. Measure CM - Ordinance No. 1260

ATTACHMENT A

RESOLUTION NO. 22-90

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
RECITING THE FACT OF THE GENERAL MUNICIPAL
ELECTION HELD ON TUESDAY NOVEMBER 8, 2022,
DECLARING THE RESULTS AND SUCH OTHER MATTERS
AS PROVIDED BY LAW

WHEREAS, a General Municipal Election (collectively “election” hereinafter) was held and conducted in the City of South El Monte, California, on Tuesday, November 8, 2022, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting centers were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Elections Division canvassed the returns of the election and has certified the results to this City Council, the results are received, attached, and made a part hereof as “Exhibit A”.

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

SECTION 1. That the recitals set forth above are incorporated herein by this reference.

SECTION 2. That the General Municipal Election was consolidated with other elections being held in the same territory, with the same voters and held on the same date pursuant to Section 10400 of the Elections Code.

SECTION 3. That the General Municipal Election was held for the purpose of electing the following officers of said City as required by laws relating to cities in the State of California:

Two Members of the City Council of said City for a full term of four years.

SECTION 4. That the whole number of ballots cast at the vote centers except vote by mail ballots was 721 and the whole number of vote by mail ballots cast in the City was 1987, making a total of 270 ballots cast in the City.

SECTION 5. That the names of persons voted for at the General Municipal Election for Member of City Council is as follows: Manuel Acosta, Rudy Bojorquez and Gracie Retamoza.

SECTION 6. That the number of votes given at each vote center and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed in Exhibit “A” attached.

SECTION 7. The City Council does declare and determine that Manuel Acosta was re-elected as Member of the City Council for the full term of four years; and Rudy Bojorquez was elected as Member of the City Council for a full term of four years.

SECTION 8. That said General Municipal Election was also held for the purpose of considering the following measures of said City as required by laws relating to cities in the State of California:

Measure CM

Shall the measure, permitting and thoroughly regulating limited cannabis retail businesses (1 adult-use/medical with option of up to 3 total after the measure's 1st year), establishing a general tax at a maximum 8% of noncultivation cannabis business proceeds and \$25/square foot of cultivation space (with CPI increases) applicable to permitted/unpermitted businesses, generating approximately \$720,000 annually until ended by voters, for general City services (e.g., police, maintenance), be adopted?

Measure X

Shall the measure, permitting/regulating limited cannabis businesses (5 dispensaries, 2 cultivation, 1 testing facility, 2 manufacturers/distributors); regulating personal cannabis use; establishing a maximum 6% special excise tax on retail cannabis/edible sales generating approximately \$126,000 annually until ended by voters for implementation costs, clinical trials, municipalities where cannabis business are located, senior/youth programs, infrastructure (streets/roads/sidewalks), public safety (sheriffs/fire department), existing/future commercial, industrial, and affordable housing developments, be adopted?

SECTION 9. That the number of votes given at each vote center and the number of votes given in the City in favor and against Measure "CM" and Measure "X" are as listed in Exhibit "A" attached.

SECTION 10. That as a result of the November 8, 2022, General Municipal Election, the City Council does declare and determine that:

Measure "CM" was approved by a majority of the voters of South El Monte voting in the November 8, 2022, General Municipal Election, and, therefore, shall be deemed adopted and ratified.

Measure "X" was not approved by a majority of the voters of South El Monte voting in the November 8, 2022, General Municipal Election, and, therefore, was not approved by the voters of South El Monte.

SECTION 11. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of votes cast in the city; (2) the names of the persons voted for; (3) the measures voted upon; (4) for what office each person was voted for; (5) the number of votes given at each precinct to each person and for and against

each measure; (6) The number of votes given in the city to each person and for and against each measure.

SECTION 12. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 13. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of December 2022.

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. 22-90, 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 December 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**



DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 5, 2022

Donna G. Schwartz, City Clerk
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of South El Monte General and Special Municipal Election consolidated with the General Election held on November 8, 2022.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

SONIA CORONA, Head
Election Planning Section

Enclosures
Official Canvass Certificate
Official Statement of Votes Cast

J:2022EF.GeneralElec.Nov2022.CanvassCert.CityLetter

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

South El Monte City

at the General Election, held on the 8th day of November, 2022.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 5th day of December, 2022.



Dean C. Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			SO EL MONTE CITY GEN MUNI COUNCILMEMBER											
LOCATION	REGIST- RATION	BALLOTS CAST	MANUEL ACOSTA	RUDY BOJORQUEZ	GRACIE RETAMOZA									
RIO HONDO - 5600010A		0	0	0	0									
VOTE BY MAIL SERIAL 7192		0	0	0	0									
TOTAL	0	0	0	0	0									
SOUTH EL MONTE - 6530002A		143	78	55	57									
VOTE BY MAIL SERIAL 0918		376	223	107	192									
TOTAL	2384	519	301	162	249									
SOUTH EL MONTE - 6530002C		0	0	0	0									
VOTE BY MAIL SERIAL 7358		0	0	0	0									
TOTAL	0	0	0	0	0									
SOUTH EL MONTE - 6530002F		0	0	0	0									
VOTE BY MAIL SERIAL 7359		0	0	0	0									
TOTAL	0	0	0	0	0									
SOUTH EL MONTE - 6530002M		0	0	0	0									
VOTE BY MAIL SERIAL 7360		0	0	0	0									
TOTAL	0	0	0	0	0									
SOUTH EL MONTE - 6530004A		95	52	39	47									
VOTE BY MAIL SERIAL 7361		256	160	127	87									
TOTAL	1013	351	212	166	134									
SOUTH EL MONTE - 6530040A		117	65	57	55									
VOTE BY MAIL SERIAL 0919		304	180	123	137									
TOTAL	1571	421	245	180	192									
SOUTH EL MONTE - 6530041B		216	105	116	101									
VOTE BY MAIL SERIAL 0920		588	313	289	232									
TOTAL	2147	804	418	405	333									
SOUTH EL MONTE - 6530043A		46	29	18	13									
VOTE BY MAIL SERIAL 7362		168	97	79	69									
TOTAL	585	214	126	97	82									
SOUTH EL MONTE - 6530045B		23	11	14	13									
VOTE BY MAIL SERIAL 7363		76	48	32	25									
TOTAL	322	99	59	46	38									
SOUTH EL MONTE - 6530046A		56	27	28	23									
VOTE BY MAIL SERIAL 7364		141	81	61	63									
TOTAL	650	197	108	89	86									
SOUTH EL MONTE - 6530046B		25	12	15	14									
VOTE BY MAIL SERIAL 7365		78	39	39	36									
TOTAL	292	103	51	54	50									
BALLOT GROUP 139 - 9990139A^		0	0	0	0									
VOTE BY MAIL SERIAL 8139		0	0	0	0									
TOTAL	0	0	0	0	0									
BALLOT GROUP 140 - 9990140A^		0	0	0	0									
VOTE BY MAIL SERIAL 8140		0	0	0	0									
TOTAL	0	0	0	0	0									

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			SO EL MONTE CITY GEN MUNI MEASURE CM											
LOCATION	REGIST- RATION	BALLOTS CAST	YES	NO										
RIO HONDO - 5600010A		0	0	0										
VOTE BY MAIL SERIAL 7192		0	0	0										
TOTAL	0	0	0	0										
SOUTH EL MONTE - 6530002A		143	58	73										
VOTE BY MAIL SERIAL 0918		376	206	142										
TOTAL	2384	519	264	215										
SOUTH EL MONTE - 6530002C		0	0	0										
VOTE BY MAIL SERIAL 7358		0	0	0										
TOTAL	0	0	0	0										
SOUTH EL MONTE - 6530002F		0	0	0										
VOTE BY MAIL SERIAL 7359		0	0	0										
TOTAL	0	0	0	0										
SOUTH EL MONTE - 6530002M		0	0	0										
VOTE BY MAIL SERIAL 7360		0	0	0										
TOTAL	0	0	0	0										
SOUTH EL MONTE - 6530004A		95	48	40										
VOTE BY MAIL SERIAL 7361		256	120	106										
TOTAL	1013	351	168	146										
SOUTH EL MONTE - 6530040A		117	61	49										
VOTE BY MAIL SERIAL 0919		304	158	124										
TOTAL	1571	421	219	173										
SOUTH EL MONTE - 6530041B		216	94	106										
VOTE BY MAIL SERIAL 0920		588	287	246										
TOTAL	2147	804	381	352										
SOUTH EL MONTE - 6530043A		46	24	21										
VOTE BY MAIL SERIAL 7362		168	81	78										
TOTAL	585	214	105	99										
SOUTH EL MONTE - 6530045B		23	8	13										
VOTE BY MAIL SERIAL 7363		76	33	36										
TOTAL	322	99	41	49										
SOUTH EL MONTE - 6530046A		56	26	26										
VOTE BY MAIL SERIAL 7364		141	79	54										
TOTAL	650	197	105	80										
SOUTH EL MONTE - 6530046B		25	11	14										
VOTE BY MAIL SERIAL 7365		78	42	28										
TOTAL	292	103	53	42										
BALLOT GROUP 139 - 9990139A^		0	0	0										
VOTE BY MAIL SERIAL 8139		0	0	0										
TOTAL	0	0	0	0										
BALLOT GROUP 140 - 9990140A^		0	0	0										
VOTE BY MAIL SERIAL 8140		0	0	0										
TOTAL	0	0	0	0										

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			SO EL MONTE CITY GEN MUNI MEASURE X											
LOCATION	REGIST- RATION	BALLOTS CAST	YES	NO										
RIO HONDO - 5600010A		0	0	0										
VOTE BY MAIL SERIAL 7192		0	0	0										
TOTAL	0	0	0	0										
SOUTH EL MONTE - 6530002A		143	52	77										
VOTE BY MAIL SERIAL 0918		376	191	151										
TOTAL	2384	519	243	228										
SOUTH EL MONTE - 6530002C		0	0	0										
VOTE BY MAIL SERIAL 7358		0	0	0										
TOTAL	0	0	0	0										
SOUTH EL MONTE - 6530002F		0	0	0										
VOTE BY MAIL SERIAL 7359		0	0	0										
TOTAL	0	0	0	0										
SOUTH EL MONTE - 6530002M		0	0	0										
VOTE BY MAIL SERIAL 7360		0	0	0										
TOTAL	0	0	0	0										
SOUTH EL MONTE - 6530004A		95	34	53										
VOTE BY MAIL SERIAL 7361		256	94	130										
TOTAL	1013	351	128	183										
SOUTH EL MONTE - 6530040A		117	50	58										
VOTE BY MAIL SERIAL 0919		304	125	151										
TOTAL	1571	421	175	209										
SOUTH EL MONTE - 6530041B		216	85	112										
VOTE BY MAIL SERIAL 0920		588	227	304										
TOTAL	2147	804	312	416										
SOUTH EL MONTE - 6530043A		46	19	26										
VOTE BY MAIL SERIAL 7362		168	81	75										
TOTAL	585	214	100	101										
SOUTH EL MONTE - 6530045B		23	8	12										
VOTE BY MAIL SERIAL 7363		76	29	40										
TOTAL	322	99	37	52										
SOUTH EL MONTE - 6530046A		56	27	24										
VOTE BY MAIL SERIAL 7364		141	70	62										
TOTAL	650	197	97	86										
SOUTH EL MONTE - 6530046B		25	11	14										
VOTE BY MAIL SERIAL 7365		78	29	37										
TOTAL	292	103	40	51										
BALLOT GROUP 139 - 9990139A^		0	0	0										
VOTE BY MAIL SERIAL 8139		0	0	0										
TOTAL	0	0	0	0										
BALLOT GROUP 140 - 9990140A^		0	0	0										
VOTE BY MAIL SERIAL 8140		0	0	0										
TOTAL	0	0	0	0										

ATTACHMENT C

ORDINANCE NO. 1260

AN ORDINANCE (“ORDINANCE”) OF THE PEOPLE OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, AMENDING CHAPTER 5.26 (CANNABIS ACTIVITIES) OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE TO ONLY PERMIT CANNABIS COMMERCIAL OPERATIONS THAT INVOLVE THE ACTIVITY OF RETAILER (MEDICAL/ADULT USE); REPEALING CHAPTER 17.31 OF TITLE 17 OF THE SOUTH EL MONTE MUNICIPAL CODE, RELATING TO CANNABIS ACTIVITY PROHIBITIONS; AMENDING SOUTH EL MONTE MUNICIPAL CODE SECTIONS 17.14.030, 17.16.030, AND 17.18.030(O), RELATING TO PERMITTED USES IN THE COMMERCIAL (C), COMMERCIAL-MANUFACTURING (C-M), AND MANUFACTURING (M) ZONES; ADDING SECTION 9.08.045 TO CHAPTER 9.08 OF TITLE 9 OF THE SOUTH EL MONTE MUNICIPAL CODE; AMENDING SOUTH EL MONTE MUNICIPAL CODE SECTION 5.04.045, RELATING TO BUSINESS LICENSE REQUIREMENTS FOR COMMERCIAL CANNABIS RETAILERS; AND APPROVING A GENERAL CANNABIS BUSINESS TAX BY ADDING CHAPTER 3.40 (CANNABIS BUSINESS TAX) TO TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE

WHEREAS, in 1996 State of California (“State”) voters approved Proposition 215, the Compassionate Use Act of 1996 (“CUA”), codified as Section 11362.5 of the State Health and Safety Code, to exempt certain patients and their primary caregivers from criminal liability under state law for the possession and cultivation of cannabis for medical purposes; and

WHEREAS, in 2003 the State legislature enacted Senate Bill 420, the Medical Marijuana Program Act (“MMPA”), codified as Sections 11362.7, *et seq.*, of the State Health and Safety Code, and as later amended, to clarify the scope of the CUA relating to the possession and cultivation of cannabis for medical purpose, and to authorize local governing bodies to adopt and enforce laws consistent with its provisions; and

WHEREAS, in October 2015, the State legislature adopted AB 266, AB 243, and SB 643, collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”), which established a comprehensive regulatory and licensing scheme for commercial medical cannabis operations; and

WHEREAS, at the November 8, 2016, general election, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”) was approved by State voters as Proposition 64, which established a comprehensive regulatory and licensing scheme for commercial adult-use (recreational) cannabis operations, and which also legalized limited personal recreational cannabis use, possession, and cultivation; and

WHEREAS, on June 27, 2017, Governor Brown signed Senate Bill 94, the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), which merged the regulatory regimes of MCRSA and AUMA; and

WHEREAS, under MAUCRSA the State began issuing licenses in 2018 for both medical and adult-use (recreational) cannabis businesses in twenty (20) different categories, which are found

in Section 26050 of the State Business & Professions Code, to include licensing categories cannabis cultivators, manufacturers, testers, retailers, distributors, and microbusinesses; and

WHEREAS, the MAUCRSA, through Section 26200(a)(1) of the State Business and Professions Code, provides local jurisdictions the right to completely prohibit the establishment or operation of any or all of the twenty (20) different categories of medical and recreational business operations to be licensed by the State under Section 26050 of the State Business and Professions Code; and

WHEREAS, the MAUCRSA, through Section 26055(d) of the State Business & Professions Code, provides that a State commercial cannabis license may not be issued to an applicant whose operations would violate the provisions of any local ordinance or regulation; and

WHEREAS, the MAUCRSA, through Section 26200(a)(1) of the State Business & Professions Code, provides local jurisdictions the right to adopt and enforce local ordinances to regulate any or all of the twenty (20) different categories of medical and adult-use business operations to be licensed by the State under Section 26050 of the State Business and Professions Code, including, but not limited to, local zoning and land use requirements; and

WHEREAS, the MAUCRSA, Section 26201 of the State Business and Professions Code, provides that any standards, requirements, and regulations regarding health and safety, environmental protection, testing, security, food safety, and worker protections established by the state for the twenty (20) different categories of medical and adult-use business operations to be licensed by the State under Section 26050 of the State Business and Professions Code shall be the minimum standards, and a local jurisdiction may establish additional standards, requirements, and regulations; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City of South El Monte (the “City”) now desires to amend Chapter 5.26 (Cannabis Activities) of Title 5 of the City Municipal Code to permit certain commercial adult-use cannabis uses (retail (medical / adult-use / non-medical) sales); and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City now desires to amend Chapter 5.26 (Cannabis Activities) of Title 5 of the City Municipal Code so as to expressly authorize the City Manager to issue administrative rules and regulations governing commercial cannabis uses within the City; and

WHEREAS, as part of this Ordinance, the City desires to impose a tax upon commercial cannabis operations, to be known as the “Cannabis Business Tax,” pursuant to voter approval, so that every person engaged in conducting a commercial cannabis operation shall pay a cannabis business tax, regardless of whether such operation has a valid permit pursuant to the South El Monte Municipal Code; and

WHEREAS, pursuant to subdivision (b) of Section 2 of Article XIII C of the California Constitution and Section 53720 *et seq.* of the Government Code, the City Council is authorized to impose a general tax upon submission of such general tax to the voters of the City and approval by a

majority of the voters voting on the issue, at an election consolidated with a regularly scheduled general election for members of the City Council; and

WHEREAS, presently the City has no specific local tax on cannabis commercial operations; and

WHEREAS, MAUCRSA and AUMA do not preempt local taxation of commercial cannabis operations; and

WHEREAS, pursuant to Government Code Section 9222 and Government Code Sections 53720 *et seq.*, on August 2, 2022, the City Council approved this Ordinance for submittal to the voters of the City, and called a General Municipal Election for that purpose to be held on November 8, 2022, and consolidated with the Statewide General Election that will be held on the same date; and

WHEREAS, although the City does not desire nor intend by this Ordinance to allow any commercial cannabis uses in the City other than the medical cannabis retailers that may be permitted pursuant to Chapter 5.26 of the City's Municipal Code, the City does desire to seek voter approval for a broad cannabis tax that is applicable to permitted commercial cannabis uses, any unlawful or unpermitted commercial cannabis uses which may be in operation at any time, and any potential commercial cannabis uses that may be allowed in the future; and

WHEREAS, if this Ordinance is approved by a majority of voters, then this Ordinance will, among other amendments, amend the South El Monte Municipal Code to add a new Chapter 3.40 ("Cannabis Business Tax") to Title 3 (Revenue and Finance) of the South El Monte Municipal Code to enact the Cannabis Business Tax, which includes a "commercial cannabis tax" and a "commercial cannabis cultivation tax," as such terms are used in said Chapter 3.40; and

WHEREAS, the City desires and intends that revenue generated from said cannabis taxes can be spent for unrestricted general revenue purposes; and

WHEREAS, the City finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to both the exemption provided by Section 26055(h) of the State Business and Professions Code as well as Sections 15060(c)(3) and 15061(b)(3) of the CEQA Guidelines; and

WHEREAS, nothing in this Ordinance shall be construed to allow any person to engage in conduct that endangers others or causes a public nuisance;

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SOUTH EL MONTE, CALIFORNIA FIND AND ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS. The people of the City of South El Monte hereby make the following findings:

- A. The recitals set forth above are all true and correct and are incorporated herein as findings of fact.
- B. The regulation of commercial cannabis activities established by this Ordinance amendment are to protect and promote the public health, safety and welfare, and are enacted pursuant to the authority granted to the City by State law.

- C. Tax revenue from commercial cannabis operations can provide funds for additional City services to promote and protect the general health and welfare of the citizens of the City.

SECTION 2. NEW CANNABIS REGULATIONS. Chapter 5.26 (Cannabis Activities) of Title 5 (Business Taxes, Licenses, and Regulations) of the City Municipal Code is hereby retitled and amended in its entirety to read as follows:

“CHAPTER 5.26 - COMMERCIAL CANNABIS OPERATIONS REGULATORY PROGRAM

Sec. 5.26.010 - Purpose and intent.

Sec. 5.26.020 - Commercial cannabis operation prohibited without City Commercial Cannabis Operation Permit.

Sec. 5.26.030 - Definitions.

Sec. 5.26.040 - Prohibited commercial cannabis operations.

Sec. 5.26.050 – Permitted commercial cannabis operations.

Sec. 5.26.060 - Maximum number of Commercial Cannabis Operation Permits.

Sec. 5.26.070 - Commercial Cannabis Operation Permit application procedure.

Sec. 5.26.080 - Limitations on the City’s liability.

Sec. 5.26.090 - Commercial Cannabis Operation Permit term.

Sec. 5.26.100 - Change in location; transfer; updated application information.

Sec. 5.26.110 - General operating standards and restrictions.

Sec. 5.26.120 - Retailer operating standards and restrictions.

Sec. 5.26.120.5 - Delivery operating standards and restrictions.

Sec. 5.26.130 –Community benefits agreement.

Sec. 5.26.140 - Administration.

Sec. 5.26.150 - Fees.

Sec. 5.26.160 - Suspension and revocation.

Sec. 5.26.170 – Appeals.

Sec. 5.26.180 – Violations and penalties; public nuisance.

Sec. 5.26.190 - Service of notices.

Sec. 5.26.200 - Prohibitions.

Sec. 5.26.210 - Nonconforming use.

Sec. 5.26.220 – Exceptions.

Sec. 5.26.230 – Operative date.

Sec. 5.26.240 – Severability.

Sec. 5.26.250 – City Council Authority to Amend.

Sec. 5.26.260 – City Councilmember Conflicts of Interest.

Sec. 5.26.010 - Purpose and intent.

- A. The purpose of this chapter is to establish a comprehensive set of regulations with an attendant regulatory permit applicable to the operation of certain types of commercial cannabis operations, while simultaneously establishing an express prohibition on certain other types of commercial cannabis operations.
- B. The regulations for, and prohibitions on, specific types of commercial cannabis operations are enacted to preserve the public health, safety, and welfare of the residents and visitors of the City, consistent with the State's Compassionate Use Act of 1996, Medical Marijuana Program Act of 2003, Adult Use of Marijuana Act of 2016 MAUCRSA, and all applicable State laws governing commercial cannabis operations.
- C. The issuance of a Commercial Cannabis Operation Permit shall constitute a revocable privilege and shall not create or establish any vested rights for the development or use of a property.
- D. This chapter and any administrative regulations adopted pursuant to this chapter shall be known as the "Commercial Cannabis Operations Regulatory Program" or the "Program".

Sec. 5.26.020 - Commercial cannabis operation prohibited without City Commercial Cannabis Operation Permit.

It shall be unlawful to own, establish, operate, use, or permit the establishment or activity of a commercial cannabis operation, or to participate in commercial cannabis operations as an employee, contractor, agent, volunteer, or in any manner or capacity, other than as provided in this chapter and pursuant to both a current and valid City Commercial Cannabis Operation Permit, as well as the equivalent State license for such commercial cannabis operation as provided for by Section 26050 of the State Business & Professions Code, and as amended from time to time. The prohibition contained in this section shall include renting, leasing, or otherwise permitting a commercial cannabis operation to occupy or use a location, vehicle, or other mode of transportation.

Sec. 5.26.030 - Definitions.

As used in this chapter, the following words and phrases shall have the following meanings. Words and phrases not specifically defined below shall have the meanings ascribed to them elsewhere in this Code or shall otherwise be defined by common usage. For definitions of nouns, the singular shall also include the plural; for definitions of verbs, all verb conjugations shall be included. Any reference to State statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- A. "Adult use" (i.e., "recreational" or "non-medical") refers to activity involving cannabis or cannabis products, which is restricted to adults 21 years of age and older and who do not possess a physician's recommendation, in contrast to an activity involving medical cannabis or medical cannabis products.
- B. "Alcohol or drug treatment facility" shall have the same definition as "alcoholism or drug abuse recovery or treatment facility" as defined in Section 11834.02(a) of the State Health and Safety Code, which currently defines the term as "any premises, place, or building that provides residential nonmedical services to adults who are

recovering from problems related to alcohol, drug, or alcohol and drug misuse or abuse, and who need alcohol, drug, or alcohol and drug recovery treatment or detoxification services.” Further, “alcohol or drug treatment facility” shall also include such a facility that provides treatment for minors to the extent permitted by law.

- C. “Applicant” means a person who files an application for a Commercial Cannabis Operation Permit under this chapter. (And shall not include the owners or the managers of the applicant).
- D. “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- E. “Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.
- F. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- G. “City” means the City of South El Monte, State of California.
- H. “City Attorney” means the City of South El Monte City Attorney and includes his/her designee(s).
- I. “City Council” means the City Council of the City of City of South El Monte.
- J. “City Manager” means the City of South El Monte City Manager and includes his/her designee(s).
- K. “Code” means the City of South El Monte Municipal Code and may be amended.
- L. “Commercial cannabis operation” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale (including retail and wholesale, and including medical-only and adult-use sales) of cannabis and cannabis products; except, as applicable, the activities provided in Section 5.26.220(A) or as preempted by State law.
- M. “Commercial Cannabis Operation Permit” shall mean a City permit issued pursuant to the procedures provided for in this chapter allows the permit holder to operate a specific type of commercial cannabis operation in the City subject to the requirements of this chapter, State law, and the specific permit.

- N. “County” means the County of Los Angeles, State of California.
- O. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- P. “Customer” means a natural person twenty-one (21) years of age or over or a natural person eighteen (18) years of age that is a qualified patient or primary caregiver.
- Q. “Day care center” means, a facility other than a family day care home, infant centers, toddler, preschool, and school age children licensed by the State Department of Social Services pursuant to Section 1596.951 of the State Health and Safety Code. Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business and Professions Code, this definition of “day care center” under this chapter shall override the definition of “day care center” in MAUCRSA at Section 26001 of the State Business and Professions Code.
- R. “Delivery” means the commercial transfer of cannabis or cannabis products to a customer and includes the use of any technology platform owned and controlled by the same person making such use.
- S. “Director” means the City of South El Monte Community Development Director and includes his/her designee(s).
- T. “Distribution” means the procurement, sale, and transport of cannabis and cannabis products between entities licensed for and/or engaged in commercial cannabis operations under State law.
- U. “Distributor” means a person engaged in distribution.
- V. “Edible” means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the State Health and Safety Code, or a drug, as defined by Section 109925 of the State Health and Safety Code.
- W. “Employee” means any person (whether paid or unpaid) who provides regular labor or regular services for a commercial cannabis operation, including, but not limited to, at the location of a commercial cannabis operation. The term “employee” includes managers and owners as used in this chapter.
- X. “Extraction” means the process of obtaining cannabis concentrates from cannabis plants, including but not limited to through the use of solvents like butane, alcohol or carbon dioxide.
- Y. “Finance Director” means the City of South El Monte Finance Director and includes his/her designee(s).
- Z. “Fire Chief” means the City of Los Angeles County Fire Department Chief and includes his/her designee(s).
- AA. “Gross receipts” means, except as otherwise specifically provided herein, whether designated as a sales price, royalty, rent, commission, dividend, or other designation, the total amount (including all receipts, cash, credits, and property of any kind or nature) received or payable for sales of goods, wares, or merchandise without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor, or service costs, interest paid or payable, losses, or any other expense

whatsoever. However, the following shall be excluded from gross receipts:

1. Cash discounts where allowed and taken on sales;
 2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser
 3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
 4. Receipts derived from the occasional sale of used, obsolete, or surplus trade fixtures, machinery, or other equipment used by the taxpayer in the regular course of the taxpayer's business
 5. Cash value of sales, trades, or transactions between departments or units of the same business
 6. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a given year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected, they shall be included in the amount of gross receipts for the period when they are recovered
 7. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar; and
 8. Any proceeds resulting from a transfer or change of ownership or control in the business.
- BB. "Identification card" has the same definition as provided for in Section 11362.7(g) of the State Health and Safety Code , and as may be amended, defined as "a document issued by the [State Department of Health Services] that identifies a person authorized to engage in the medical use of cannabis and the person's designated primary caregiver, if any."
- CC. "Labeling" means any label or other written, printed, or graphic matter upon cannabis or a cannabis product, upon its container or wrapper, or that accompanies any cannabis or cannabis product.
- DD. "Labor peace agreement" means an agreement between a cannabis retailer and any bona fide labor organization that, at a minimum, protects the City's proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with a cannabis retailer. This agreement means that the cannabis retailer has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the cannabis retailer's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the cannabis retailer's employees work, for the purpose of meeting with employees to

discuss their right to representation, employment rights under State law, and terms and conditions of employment.

- EE. “Liquid Assets” means assets that can be readily converted into cash. “Liquid assets” include, but are not limited to, the following: funds in checking or savings accounts, certificates of deposit, money market accounts, mutual fund shares, publicly traded stocks, and United States savings bonds. “Liquid assets” does not mean household items, furniture and equipment, vehicles, cannabis or cannabis products, business inventory, or real property and improvements thereto.
- FF. “Location” means any parcel of land, whether vacant or occupied by a building, group of buildings, or accessory buildings, and includes the buildings, structures, yards, open spaces, lot width, and lot area.
- GG. “Lighting” means the act of illuminating as well as the effect achieved by the arrangement of lights.
- HH. “Live scan” means a system for inkless electronic fingerprinting and the automated background check developed by the California Department of Justice (“DOJ”) that involves digitizing fingerprints and electronically transmitting the fingerprint image data along with personal descriptor information to computers at the DOJ for completion of a criminal record check; or such other comparable inkless electronic fingerprinting and automated background check process as determined by the City Council.
- II. “Manager” means an employee responsible for management and/or supervision of a commercial cannabis operation including but not limited to, any (i) manager or managing member or other officer of a limited liability company or (ii) president, chief executive officer, secretary, treasurer, chief financial officer, or other officer of a for profit corporation.
- JJ. “Manufacture” or “manufacturing” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product; includes the activities of a manufacturer.
- KK. “Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container; includes the activity of manufacturing.
- LL. “Marijuana” has the same definition as provided for “cannabis” in this chapter.
- MM. “MAUCRSA” means the State Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified at Sections 11018 *et seq.* of the State Health and Safety Code, Sections 26001 *et seq.* of the State Business and Professions Code, Section 34010 of the State Revenue and Tax Code, and Sections 81000 *et seq.* of the State Food and Agriculture Department Code, as may hereinafter be amended.
- NN. “Medical” refers to activity involving medical cannabis or medical cannabis products, in contrast to an activity involving adult-use cannabis or adult-use cannabis products.
- OO. “Medical cannabis” or “medical cannabis product” means cannabis or a cannabis product used in compliance with state law for medical purposes, pursuant to the

Compassionate Use Act (Section 11362.5 of the State Health and Safety Code §), the Medical Marijuana Program Act (Sections 113262.7, *et seq.* of the State Health and Safety Code), and the MAUCRSA.

PP. “Minor” means a person under twenty-one (21) years of age.

QQ. “Owner” means any of the following:

1. A person owning in the aggregate equity interests representing ten (10) percent or more of the voting power of all outstanding equity in the applicant or a commercial permittee.
2. The president, chief executive officer, secretary, treasurer, or chief financial officer of a nonprofit applicant or permittee; or
3. A member of the board of directors of a nonprofit applicant or permittee.

Notwithstanding the above, every applicant and permittee must have at least one individual person designated as an “owner” for the purpose of compliance with this chapter, including the review and evaluation of any Commercial Cannabis Operation Permit application.

RR. “Microbusiness” shall have the same definition as provided for in Section 26070 of the State Business and Professions Code, and as may be amended.

SS. “Nursery” means a person that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

TT. “Operations Officer(s)” shall refer to the Director, the Fire Chief, the Police Chief, the Finance Director and the City Manager, individually or collectively.

UU. “Package” means any container or receptacle used for holding cannabis or cannabis products.

VV. “Packaging” or “packages” means an activity involved with placing cannabis or cannabis products in a package.

WW. “Park” means public land which has been designated for park or recreational activities, including but not limited to a park, playground, nature trails, swimming pool, athletic field, basketball court, tennis court, pedestrian or bicycle paths, beaches, open space, or similar public land within the City or which is under the control, operation or management of the City Recreation and Parks Department. “Park” shall not include any youth center.

XX. “Permittee” means a person issued a Commercial Cannabis Operation Permit by the City.

YY. “Person” means any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit.

ZZ. “Person with an identification card” has the same definition as provided for in Section 11362.7(c) of the State Health and Safety Code, and as may be amended, defined as “an individual who is a qualified patient who has applied for and received a valid identification card pursuant to this article.”

- AAA. “Physician’s recommendation” means a determination from a physician that a patient’s medical cannabis use is deemed appropriate and is recommended by the physician on the basis of the physician has determined that the patient’s health would benefit from the use of cannabis in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which cannabis provides relief, in strict accordance with Section 11362.5 of the State Health and Safety Code.
- BBB. “Police Chief” means the Los Angeles County Sheriff and includes his/her designee(s).
- CCC. “Police Department” means the Los Angeles County Sheriff’s Department.
- DDD. “Premises” means the designated structure or structures and land specified in a Commercial Cannabis Operation Permit application that is owned, leased, or otherwise held under the control of the applicant or permittee where commercial cannabis operation will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one permittee.”
- EEE. “Primary caregiver” has the same definition as provided for in Section 11362.7(d) of the State Health and Safety Code, and as may be amended, defined as “the individual, designated by a qualified patient or by a person with an identification card, who has consistently assumed responsibility for the housing, health, or safety of that patient or person”. A “primary caregiver” shall also meet the requirements of Section 11362.7(e) of the State Health and Safety Code , and as may be amended, which provide that a “primary caregiver shall be at least 18 years of age, unless the primary caregiver is the parent of a minor child who is a qualified patient or a person with an identification card or the primary caregiver is a person otherwise entitled to make medical decisions under state law pursuant to Sections 6922, 7002, 7050, or 7120 of the Family Code.”
- FFF. “Qualified patient” has the same definition as provided for in Section 11362.7(f) of the State Health and Safety Code , and as may be amended, defined as “a person who is entitled to the protections of Section 11362.5, but who does not have an identification card issued pursuant to this article.”
- GGG. “Religious institution” means any church, synagogue, mosque, temple, or building which is used primarily for religious worship, religious education, and related religious activities.
- HHH. “Residentially zoned property” means any parcel of land located within the City zoned: R-1 (Single-Family Residential Zone), R-2 (Multiple Residential Zone), or R-3 (Multiple Residential Zone)
- III. “Retailer” means a person engaged in the retail sale or delivery of cannabis or cannabis products to a customer. “Retailer” includes “Retailer (Medical-Only)” and “Retailer (Medical/Adult Use).” “Retailer (Medical-Only)” refers to a retailer which is restricted by the terms of its Commercial Cannabis Operation Permit to engaging in the retail sale or delivery of medical cannabis or cannabis products as stated in Section 5.26.120(A). “Retailer (Medical/Adult-Use)” refers to a retailer which is not so restricted by the terms of its Commercial Cannabis Operation Permit, and which accordingly may engage in the retail sale or delivery of medical or adult-use cannabis or cannabis products to a customer.
- JJJ. “Retail sale(s)” means any commercial cannabis operation involving the retail sale

of cannabis or cannabis products from a retailer.

KKK. “Sale(s)” means any sale, exchange, or barter or other transaction for any consideration.

LLL. “School” means as evidenced by the State Department of Education school directory, a public school instructing children in grades kindergarten through 12, as authorized by the State Department of Education or a private school instructing children in grades kindergarten through 12 that has filed a verification of private school affidavit with the State Department of Education pursuant to Section 33190 of the State Education Code, excluding any private school in which education is primarily conducted in a private home. Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business and Professions Code, this definition of “school” under this chapter shall override the definition of “school” used in MAUCRSA or Section 11362.768 of the State Health and Safety Code.

MMM. “Site” means the premises and actual physical location of a Commercial Cannabis Operation, as well as its accessory structures and parking areas

NNN. “State” means the State of California.

OOO. “Testing laboratory” or “testing” refers to a laboratory, facility, or entity that offers or performs tests on cannabis or cannabis products; includes the activity of laboratory testing.

PPP. “Youth center” means, (A) any public or private facility that is primarily used to host recreational or social activities for minors, such as private youth membership organizations or clubs, social service teenage club facilities, or (B) a park, playground, or recreational area specifically designed to be used by children that may have play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any facility located on a public or private school grounds, or on City, County, or parks. “Youth center” shall not include any private martial arts, yoga, ballet, music, or similar studio of this nature nor shall it include any private athletic training facility, pizza parlor, restaurant, video arcade, dentist office, or doctor’s office primarily serving children. Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business and Professions Code, this definition of “youth center” under this chapter shall override the definition of “youth center” in MAUCRSA at Section 26001 of the State Business and Professions Code.

Sec. 5.26.040 - Prohibited commercial cannabis operations.

A. Commercial cannabis operations (including non-profit operations) within the City that involve the activities of non-storefront retailer (whether medical-only or medical/adult-use), cultivation, manufacturer, testing, distribution, or microbusiness are prohibited, including but not limited to commercial cannabis operations licensed by the State in the license classifications listed below as provided in Section 26050 of the State Business and Professions Code:

1. Type 1 = Cultivation; Specialty Outdoor; Small.
2. Type 1A = Cultivation; Specialty Indoor; Small.
3. Type 1B = Cultivation; Specialty Mixed Light; Small.

4. Type 1C = Cultivation; Specialty Cottage; Small.
5. Type 2 = Cultivation; Outdoor; Small.
6. Type 2A = Cultivation; Indoor; Small.
7. Type 2B = Cultivation; Mixed-light; Small.
8. Type 3 = Cultivation; Outdoor; Medium.
9. Type 3A = Cultivation; Indoor; Medium.
10. Type 3B = Cultivation; Mixed-Light; Medium.
11. Type 4 = Cultivation; Nursery.
12. Type 5= Cultivation; Outdoor; Large.
13. Type 5A = Cultivation; Indoor; Large
14. Type 5B = Cultivation; Mixed-Light; Large.
15. Type 6 = Manufacturer 1.
16. Type 7 = Manufacturer 2.
17. Type 8 = Testing.
18. Type 9 = Non-Storefront Retailer (Delivery Only)
19. Type 11 = Distributor
20. Type 12 = Microbusiness.

- B. The prohibition provided by above subsection (A) includes any similar activities authorized under new or revised State licenses, or any other State authorization, to allow any type, category or classification of cannabis commercial operations that involve the activities of non-storefront retailer (Type 9, i.e., delivery only) (whether medical-only or medical/adult-use), cultivation, manufacturer, testing, distribution, microbusiness, or similar operations (including non-profit, collective or cooperative operations).

Sec. 5.26.050 - Permitted commercial cannabis operations.

- A. Commercial cannabis operations (including non-profit operations) within the City which involve the activity of retailer (Type 10; medical-only and medical/adult-use) are allowed subject to issuance and maintenance of a valid and current City Commercial Cannabis Operation Permit, continuing adherence to this entire chapter and all applicable City and State regulations and laws, and issuance and maintenance of a valid and current equivalent state license type listed below, as provided for in Section 26050 of the State Business and Professions Code:
1. Type 10 = Retailer (Medical-Only; Medical/Adult-Use).
- B. The requirements provided by above subsection (A) apply to any similar activities authorized under new or revised State licenses, or any other State authorization, to allow any type, category or classification of cannabis commercial operations that involve the activity of retailer (medical-only and medical/adult-use) or similar operations (including non-profit, collective or cooperative operations).

Sec. 5.26.060 -Maximum Number of Commercial Cannabis Operation Permits.

- A. The number of Commercial Cannabis Operation Permits for retailer (medical/adult-use) commercial cannabis operations based within the City shall be no more than one (1).
- B. Notwithstanding Subsection (A) of this Section, if the City Council opts, in its sole discretion, to reinstitute the application procedure after the first year following the operative date of this chapter pursuant to Section 5.26.070(H), then two (2) additional retailer (medical/adult-use) Commercial Cannabis Operation Permits may be issued such that the maximum number of Commercial Cannabis Operation Permits for retailer (medical/adult-use) commercial cannabis operations based within the City shall be increased to no more than three (3) retailers (medical/adult-use).
- C. The number of Commercial Cannabis Operation Permits for non-storefront retailer (delivery only) (whether medical-only or medical/adult-use) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the City to engage in delivery within the City shall be zero (0). However, should a court of competent jurisdiction, as a judicial remedy, order the City Council to increase the maximum number of Commercial Cannabis Operation Permits for non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the City to engage in delivery within the City, the number of Commercial Cannabis Operation Permits for non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the City to engage in delivery within the City shall be no more than two (2).
- D. The maximum number of Commercial Cannabis Operation Permits issued for retailer (including medical-only and medical/adult use retailer, individually and collectively) commercial cannabis operations based within the City or non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) based outside the City may not be amended by the City Council or regulations promulgated by the City Manager pursuant to this chapter. However, the City Council may and shall increase the maximum number of Commercial Cannabis Operation Permits issued for retailer commercial cannabis operations based within the City or non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) based outside the City (i) if ordered to do so by a court of competent jurisdiction as a judicial remedy or (ii) by a vote of the People of the City.

Sec. 5.26.070 Commercial Cannabis Operation Permit application procedure.

- A. Following the effective date of this chapter, the City Manager, pursuant to Section 5.26.140, shall, as a ministerial duty, make available the necessary forms, adopt any necessary application rules for the submission, intake, review, and approval of applications for retailer (medical-only and medical/adult-use) commercial cannabis operations up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060.
- B. The City Manager shall, as a ministerial duty, cease acceptance of Commercial

Cannabis Operation Permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations thirty (30) days after making available the necessary forms and adopting any necessary application rules for the submission, intake, review, and approval of Commercial Cannabis Operation Permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations.

C. Within thirty (30) days of ceasing the acceptance of Commercial Cannabis Operation Permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations, the City Manager shall, as a ministerial duty, review timely submitted Commercial Cannabis Operation Permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations for the following minimum requirements:

1. Payment of an application fee established by resolution of the City Council within forty-five (45) days following the effective date of this chapter to cover all costs incurred by the City in the application process;
2. Sufficient evidence of the legal right to use the proposed property for the proposed use, to include a lease, sublease, purchase agreement, assignment of purchase agreement, or lease or purchase option, in the name of the applicant, which may include nominal consideration and be contingent upon issuance of a Commercial Cannabis Operation Permit or other approvals. The City shall only consider one applicant per property address or County Assessor's Identification Number. In the event that more than one applicant applies for a Commercial Cannabis Operation Permit application at a given property address or a given County Assessor's Identification Number, the City Manager shall, as a ministerial duty, only accept the Commercial Cannabis Operation Permit application with the earliest effective date for the evidence of the legal right to use the proposed property for the proposed use in the name of the applicant;
3. Sufficient evidence to demonstrate that the proposed property complies with the location and zoning requirements in Section 5.26.120;
4. Proof that an owner or owners of the applicant with an aggregate ownership interest of fifty (50) percent or more has served as an owner or owners with an aggregate ownership interest of fifty (50) percent or more of six or more other retailer (medical-only or medical/adult-use) commercial cannabis operations by a city, county, or state since at least January 1, 2022;
5. Proof of funds showing that the applicant has access and control of over \$500,000.00 in Liquid Assets (which such Liquid Assets having been under possession for at least ninety (90) days prior to the date of the application submission under this Section), which may be shown via a binding legal agreement in the name of the applicant such as a promissory note so long as said legal agreement is accompanied by a proof of funds in the name of a party to the agreement that demonstrates access and control of over \$500,000.00 in

Liquid Assets under possession for at least ninety (90) days prior to the date of the application submission under this Section. Applicants and permittees shall not be required to show that the applicant or permittee has access and control of over \$500,000.00 in Liquid Assets except on initial application pursuant to this Section 5.26.070, a change in location application pursuant to Section 5.26.100, or an ownership transfer application pursuant to Section 5.26.100;

6. For an applicant with two (2) or more employees, proof of a labor peace agreement between a bona fide labor organization and the applicant (the applicant shall provide the City with a copy of the labor peace agreement that contains the signatures of the union representative and the cannabis business). For applicants with less than two (2) employees who have not yet entered into a labor peace agreement, the applicant shall provide a notarized statement indicating that the applicant will enter into and abide by the terms of a labor peace agreement within thirty (30) days after employing two (2) employees;
7. A set of plans, including a site development plan, floor plan(s), building elevations (all four (4) sides), and a conceptual landscape plan with the percentage of landscaping in the parking lot, setback areas, and tree size and species;
8. Colored interior and elevation renderings;
9. A completed background check application and receipt for each owner and manager of the applicant pursuant to Section 5.26.110(H); and
10. The following application components: (a) Qualifications of the applicant's owners and managers; (b) business and operations plan; (c) security plan; (d) safety plan; (e) neighborhood compatibility plan; (f) labor and employment plan; and (g) community benefits plan.
11. Disclosure of whether the applicant is applying for a Commercial Cannabis Operation Permit as a retailer (medical-only) or retailer (medical/adult-use).

The City Manager shall, as a ministerial duty, reject any Commercial Cannabis Operation Permit application that fails to meet the minimum requirements contained in this Subsection (C), and applicants shall not have the right to supplement or amend their Commercial Cannabis Operation Permit applications.

- D. Within sixty (60) days of completing the application review under Subsection (C) above, the City Manager shall, as a ministerial duty, review and score any complete applications pursuant to the following objective review criteria according to the following quantitative evaluation scale, with retailer (medical-only) applicants ranked only against other retailer (medical-only) applicants and retailer (medical/adult-use) applicants ranked only against other retailer (medical/adult-use) applicants unless otherwise provided by administrative regulations promulgated pursuant to Section 5.26.140:

1. Qualifications of the applicant's owners and managers – 250 points

The People of the City find that a proven track-record of for retailer commercial cannabis operations that successfully generate tax revenue carries out the purpose and intent of the Program and are, therefore, critical for an applicant to demonstrate the qualifications of the applicant's owners and managers. Accordingly, 150 of the 250 points awardable under this Subsection (1) shall only be awarded, as a ministerial duty, if an owner or owners of the applicant with an aggregate ownership interest of fifty (50) percent or more is currently at the time of application submission under this Section an owner or owners with an aggregate ownership interest of fifty (50) percent or more of a single licensed and lawfully operating retailer commercial cannabis operations (excluding any non-retailer microbusiness, cultivation, manufacturing, distribution, or other non-retailer commercial cannabis operation components) that has generated at least \$5,000,000.00 in gross receipts in a consecutive six-month period in the year immediately preceding the date of the application submission under this Section, as demonstrated by tax payment receipts from, tax filings to, or tax returns filed with a city, county, or state.

The remaining 100 of the 250 points awardable under this Subsection (1) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 50 points – A description of the applicant's owner and manager qualifications detailing any special business or professional qualifications or licenses of the applicant's owner and manager that would add to the quality of services that the retailer commercial cannabis operation would provide, including in areas related to cannabis, such as legal, finance, business ownership / administration, waste management, real estate development, scientific, or healthcare or wellness fields.
- b. Up to 50 points – Documentation that the applicant's owners and managers have experience operating retailer commercial cannabis operations in any jurisdiction where retailer commercial cannabis operations are permitted.

2. Plans, renderings, and overall location – 50 points

The 50 points awardable under this Subsection (2) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 10 points – A premise diagram in accordance with Section 5006 of Division 42 of Title 16 of the State Code of Regulations.
- b. Up to 10 points – A site development plan that provides information on existing conditions and proposed improvements to the site and how it meets or will meet the development standards outlined in this Code. Information on existing conditions shall include:
 - i. Exterior photographs showing all sides of any existing structure(s);
 - ii. Photographs of existing parking areas, landscaping, trash enclosure, and signage;

- iii. Information on existing use on the site, including the addresses, uses, and square footages;
 - iv. Photographs of the existing site if the site is vacant; and
 - v. Photographs of adjacent properties for context.
 - c. Up to 10 points – A floor plan showing information on the existing layout and proposed layout of the building interior.
 - d. Up to 10 points – Building elevations that provide information on existing conditions and proposed improvements.
 - e. Up to 5 points – A conceptual landscape plan with the percentage of landscaping in the parking lot, setback areas, and tree size and species.
 - f. Up to 5 points – Colored interior renderings and exterior elevation renderings (for both existing and/or proposed improvements).
3. Business and operations plan – 100 points

The 100 points awardable under this Subsection (3) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 10 points – A written description of the total square footage of the facility with estimated square footage of proposed uses.
- b. Up to 10 points – A schedule for beginning operations, including a narrative outlining any proposed construction improvements and a timeline for completion.
- c. Up to 10 points – A budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operating costs.
- d. Up to 5 points – A description of the sources(s) of capital and use(s) of capital.
- e. Up to 10 points – Pro forma financial statements for at least three (3) years of operation.
- f. Up to 5 points – A description of the type of products to be sold and the estimated quantity and value of product(s) to be sold.
- g. Up to 5 points – A description of marketing procedures and tactics.
- h. Up to 10 points – A description of day-to-day operations that should acknowledge both state and local laws and should be consistent with industry best practices.
- i. Up to 5 points – A description of hours of operation and opening procedures.
- j. Up to 10 points – A description of cash handling procedures.
- j. Up to 10 points – A description of inventory control procedures to include

identification of point-of-sale systems, and track and trace software.

- k. Up to 10 points – A description of transportation, loading and unloading, distribution, or delivery procedures.

4. Security plan – 100 points

The 100 points awardable under this Subsection (4) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 20 points – The security plan shall be prepared by a professional security consultant.
- b. Up to 10 points – A premises security diagram.
- c. Up to 50 points – A description of access control, inventory control, cash handling, and other security procedures and security equipment demonstrating compliance with the security requirements under this chapter.
- d. Up to 10 points – A description of the intrusion alarm and monitoring system including the name and contact information for the monitoring company.
- e. Up to 10 points – A description of the services of on-site security guards to include the (i) number of security guards; (ii) the hours security guards will be on-site; (iii) locations where security will be positioned; and (iv) security guard responsibilities.

5. Safety plan – 100 points

The 100 points awardable under this Subsection (5) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 20 points – The safety plan shall be prepared by a professional fire prevention and suppression consultant.
- b. Up to 10 points – A premises safety diagram to include (1) a description / illustration of evacuation routes and (2) location of fire extinguishers and other fire suppression equipment.
- c. Up to 50 points – A description of safety procedures, training for emergency situations, and safety equipment demonstrating compliance with the safety requirements under this chapter.
- d. Up to 10 points – Identify all gases, pesticides, and chemicals to be used and their storage locations.
- e. Up to 10 points – A description of the firm alarm and monitoring system including the name and contact information for the monitoring company.

6. Neighborhood compatibility plan – 100 points

The 100 points awardable under this Subsection (6) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 40 points – A “Good Neighbor Policy” that (i) includes policies and measures in place to protect adjacent uses from any potential impacts (e.g., noise, light, odor, traffic, etc.) related to the proposed cannabis business and (ii) describes how the cannabis business and its operating characteristics will be proactively managed so the business is not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding area and will not result in the creation of a nuisance.
- b. Up to 20 points – A description of odor mitigation practices to include: (i) identifying potential sources of odor; (ii) a description of odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the permitted premises; and (iii) all proposed staff odor training and system maintenance.
- c. Up to 20 points – A description of a waste management plan that includes waste disposal locations within the proposed premises and the applicant’s security measures and methods of rendering waste unusable and unrecognizable.
- d. Up to 20 points – A description of efforts at sustainability / environmental impact mitigation.

7. Community benefits plan – 100 points

The People of the City find that monetary donations to local non-profit organizations, financial support of City sponsored activities or organizations, in kind donations to the City or other charitable organizations, and economic incentives to the City carry out the purpose and intent of the Program and are, therefore, critical for an applicant to demonstrate an effective community benefits plan. Accordingly, 50 of the 100 points awardable under this Subsection (7) shall only be awarded if the applicant pledges to voluntarily provide a public benefit to a public use (or a combination thereof), which is defined as a direct financial contribution equal to two (2) percent of projected gross receipts of the applicant to a public school located within the City, a public park located within the City, and/or a public or nonprofit community organization serving the City or its residents. Beyond the above and as a ministerial duty, no further direct financial contributions shall be considered as part of an applicant’s community benefits plan.

The remaining 50 of the 100 points awardable under this Subsection (7) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 25 points – A description of a social responsibility plan to include identification of a community liaison, plans to serve as a social equity business incubator, plans to aide and participate in the work of local non-

profits, community- based organizations, civic organizations, or social services organizations.

- b. Up to 25 points – A description of a plan to develop a public health outreach and educational program that outlines the risks of youth use of cannabis and that identifies resources available to youth related to drugs and drug addiction.

8. Labor and employment plan – 200 points

The People of the City find that a proven track-record of cannabis retailer operations with high labor standards and commitment to labor peace carries out the purpose and intent of the Program and are, therefore, critical for an applicant to demonstrate an effective labor and employment plan. Accordingly, 100 of the 200 points awardable under this Subsection (8) shall only be awarded if the applicant provides documentation that the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of fifty (50) percent or more have entered into collective bargaining agreements with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this Section) and such collective bargaining agreements accrete or automatically apply to all cannabis retailers permitted or licensed in the State after July 1, 2021 (notwithstanding the fact that employees of such cannabis retailers permitted or licensed in the State after July 1, 2021 (if any), have yet to have had an opportunity to recognize the labor organization that currently represents cannabis workers in the United States), by the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of ninety (90) percent or more referenced above.

The remaining 100 of the 200 points awardable under this Subsection (8) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 10 points – An organizational chart of showing owners, managers, and employees.
- b. Up to 10 points – A description of the owner’s and manager’s roles in day-to-day operations and decisions.
- c. Up to 10 points – A description of the number of employees, title / position, and their respective responsibilities
- d. Up to 15 points – A description of compensation to employees, opportunities for continuing education, and employee training.
- e. Up to 15 points – A description of whether the cannabis business is committed to offering employees a living wage.

- f. Up to 15 points – A description of benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
 - g. Up to 15 points – A description of a plan to recruit employees from socially and economically disadvantaged backgrounds.
 - h. Up to 10 points – A description of a plan to have at least 50% of employee positions filled and hours worked by employees residing in the City.
- E. Upon timely receipt of a Commercial Cannabis Operation Permit application, the City Manager shall conduct background checks in accordance with Section 5.26.110(H). Following review and scoring of applications completed pursuant to objective review criteria under Subsection (D), the City Manager shall, as a ministerial duty, recommend that the City Council issue Commercial Cannabis Operation Permits to applicants in order of their rank under Subsection (D) up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060. The City Council shall consider the City Manager's recommendations, and may conduct its own independent review and scoring of applications completed pursuant to objective review criteria under Subsection (D) and substitute such review and scoring for that of the City Manager in whole or in part if it sees fit to do so, and shall thereupon, as a ministerial duty, issue Commercial Cannabis Operation Permits to applicants in order of their rank under Subsection (D) up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060. For the initial iteration of the application process pursuant to this section, the number of Commercial Cannabis Operation Permits issued shall be no more than two (2) retailer (medical-only) and one retailer (medical/adult use) Commercial Cannabis Operation Permits. In the event of a tie in the order of ranking under Subsection (D) between one or more applicants up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060, the City Council shall, as a ministerial duty, break the tie and issue Commercial Cannabis Operation Permits to the applicants with the highest scoring application component in the following order: (1) Qualifications of the applicant's owners and managers; (2) labor and employment plan; (3) security plan; (4) safety plan; (5) community benefits plan; (6) neighborhood compatibility plan; (7) business and operations plan; and (8) plans, renderings, and overall location. In the event of a tie on all application components between one or more applicants up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060, the City Manager shall not hold a public lottery, but rather arrange for the tied applicants to provide public presentations before the City Council, after which the City Council shall publicly rank the applicants pursuant to ranking sheets prepared by the City Manager that achieve a forced ranking based on all of the objective review criteria and quantitative evaluation scale in Subsection (D), and the City Council shall issue Commercial Cannabis Operation Permits to applicants in order of their rank up to the maximum number of Commercial Cannabis Operation Permits available following the City Manager/City Council's original ranking and

issuance of Commercial Cannabis Operation Permits and the limits contained in Section 5.26.060. However, the City Council shall not issue a Commercial Cannabis Operation Permit to any applicant with an applicant, owner, or manager that:

1. Provided false or misleading information on the applicant's Commercial Cannabis Operation Permit application;
 2. Has been convicted of (or pled no contest to) "an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made" as that term is defined in 26057(b)(4) of the State Business and Professions Code; or
 3. Has been sanctioned by a licensing authority or a city, county, or state for unlicensed commercial cannabis operations or has had a license suspended or revoked under MAUCRSA in the three (3) years immediately preceding the date the application was submitted.
- F. Any decision of the City Council under this Section 5.26.070 shall be a final administrative decision not subject to administrative appeal under any provisions of this chapter or any provisions of this Code but, rather, subject to judicial review and remedies.
- G. In the event that (1) the number of active, operating retailer (medical-only or medical/adult-use) commercial cannabis operations and issued Commercial Cannabis Operation Permits falls below the maximum number of Commercial Cannabis Operation Permits for retailer (medical-only or medical/adult-use) commercial cannabis operations authorized in Section 5.26.060 or (2) the City Council is ordered to increase the maximum number of Commercial Cannabis Operation Permits issued for retailer (medical-only or medical/adult-use) commercial cannabis operations by a court of competent jurisdiction as a judicial remedy (e.g., if a court of competent jurisdiction orders the City Council to make Commercial Cannabis Operation Permits available for non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the City to engage in delivery within the City), the City Manager shall, as a ministerial duty, within thirty (30) days reinstitute the application procedure under this Section 5.26.070, subject to the maximum number of Commercial Cannabis Operation Permits authorized and available (not allocated to an active, lawfully operating retailer) for issuance pursuant to Section 5.26.060. For the purpose of this Section, a retailer (medical-only or medical/adult-use) commercial cannabis operation shall be considered operating if (1) upon initial issuance of Commercial Cannabis Operation Permit (or approval of a change in location pursuant to Section 5.26.100), the retailer commercial cannabis operation commences lawful operations within twenty-four (24) months or (2) following initial commencement of lawful operations, the retailer commercial cannabis operation does not cease or abandon operations for one-hundred eighty (180) consecutive or cumulative days in any one (1) year period.
- H. Additionally, at any time during the second year from the operative date of this chapter, the City Council may, by resolution or minute action, reinstitute the application procedure under this Section 5.26.070 for the purpose of considering issuance of one additional retailer (medical/adult-use) Commercial Cannabis Operation Permit, in which case the maximum number of Commercial Cannabis

Operation Permits for retailer (adult-use/medical) commercial cannabis operations based in the City shall increase from one to two as stated in Section 5.26.060(B).

Sec. 5.26.080 - Limitations on the City's liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Operation Permit pursuant to this chapter or otherwise approving any retailer commercial cannabis operation. As a condition to the approval of any Commercial Cannabis Operation Permit, the applicant shall be required to meet all of the following conditions before they can receive a Commercial Cannabis Operation Permit:

- A. Execution of an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City, and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities, or losses which arise out of or which are in any way related to the City's issuance of the Commercial Cannabis Operation Permit, the City's decision to approve the retailer commercial cannabis operation, the process used by the City in making its decision, or the alleged violation of any federal, State, or local laws by the retailer commercial cannabis operation or any of its owners, managers, officers, employees, or agents.
- B. Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Attorney.
- C. Defend and indemnify the City, its elected and appointed officials, employees and attorneys for all costs and expenses, including but not limited to attorneys' fees and court costs, that the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's Commercial Cannabis Operation Permit, any matter arising from the operations of said cannabis business and/or related to the City's approval of retailer commercial cannabis operations. The City, at its sole discretion, may participate at its own expense in the defense of any such action, but such participation shall neither relieve nor increase any of the obligations imposed on the applicant hereunder.
- D. Provides written authorization to the Operations Officers to conduct reasonable unannounced inspections of the location of the commercial cannabis operation at the reasonable discretion of the City, including but not limited to inspection of security, inventory, and written records and files pertaining to the commercial cannabis operation, for the purposes of ensuring compliance with this chapter and all laws of the City and the State.

Sec. 5.26.090 - Commercial Cannabis Operation Permit term.

- A. Subject to this Section 5.26.090 and Section 5.26.160, the term of each Commercial Cannabis Operation Permit shall be indefinite.
- B. Upon the one (1) year anniversary of the date of issuance for each Commercial Cannabis Operation Permit and every year thereafter, the City Manager shall conduct

a performance review of the permittee to assess compliance with the requirements of this chapter and State law. Within thirty (30) days of the conclusion of the annual performance review of the permittee, the City Manager shall issue a letter of compliance or noncompliance outlining all items to be corrected to ensure full compliance. In the event of any noncompliance, the permittee shall have sixty (60) days to remedy such noncompliance. However, in the event such noncompliance items cannot be reasonably remedied within sixty (60) days, such noncompliance items shall not constitute a serious material violation of any law and/or any rule, regulation, and/or standard adopted pursuant to this chapter subject to suspension or revocation under Section 5.26.160 if the permittee commences correction of such noncompliance items within sixty (60) days and thereafter diligently prosecutes correction of such noncompliance items to completion.

- C. The permittee shall pay a fee in an amount to be set by the City Council via resolution to cover the costs of conducting the performance review, together with any costs incurred by the City to administer the Program created under this chapter.

Section 5.26.100 – Change in location; transfer, updated application information.

- A. A permittee may change the business location specified in a Commercial Cannabis Operation Permit upon submission and approval of a change in location application promulgated, as a ministerial duty, by the City Manager pursuant to regulations adopted under Section 5.26.140 within one-hundred eighty (180) days following the effective date of this chapter. The permittee shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the review and processing of change in location applications. The City Manager shall process such change in location applications as a ministerial duty within thirty (30) days of receipt.
- B. An owner of a Commercial Cannabis Operation Permit shall not transfer ownership or control of such Commercial Cannabis Operation Permit to another person unless and until the permittee and transferee obtain an amendment to the Commercial Cannabis Operation Permit that is approved by the City Council upon recommendation from the City Manager stating that the permit may be transferred. A permittee may change the ownership specified in a Commercial Cannabis Operation Permit upon submission and approval of a change in ownership application promulgated, as a ministerial duty, by the City Manager pursuant to regulations adopted under Section 5.26.140 within one-hundred eighty (180) days following the effective date of this chapter. The permittee shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the review and processing of change in ownership applications. The City Manager shall process such change in ownership applications as a ministerial duty within thirty (30) days once the City Manager reasonably determines that the transferee passed the background check required for owners and meets all other requirements of this chapter.
- C. Notwithstanding Subsection (B), during the first three years following the issuance of

a Commercial Cannabis Operation Permit, the City Manager shall not process any application to change the ownership or control of a Commercial Cannabis Operation Permit that results in the permittee altering its ownership composition in a manner that would result in the permittee not being entitled to points it was awarded when the permittee was an applicant pursuant to Section 5.26.070. For example, if a permittee received 100 points when it was an applicant for providing documentation that the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of ninety (90) percent or more have entered into a collective bargaining agreement with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this Section), the City Manager shall not process or authorize any change in ownership or control of the permittee if the change would result in the permittee being unable to continue to satisfy the aforementioned criteria subsequent to its approval.

- D. Notwithstanding Subsection (B), no Commercial Cannabis Operation Permit may be transferred when the City Manager has notified the permittee that its Commercial Cannabis Operation Permit has been or may be suspended or revoked.
- E. Any attempt to transfer a Commercial Cannabis Operation Permit either directly or indirectly in violation of this Section 5.26.100 is hereby declared void, and such an unpermitted transfer shall be deemed a ground for revocation of the permit.
- F. An applicant or permittee shall notify the City Manager or designee(s) within fifteen (15) calendar days of any material change in the information provided in the applicant or permittee's Commercial Cannabis Operation Permit application or any change in status of compliance with the provisions of this chapter, including any change in ownership or management...

Sec. 5.26.110 - General operating standards and restrictions.

A commercial cannabis operation shall operate in conformance with the following minimum standards, and such standards shall be deemed to be part of the conditions on the permit for a commercial cannabis operation to ensure that its operation is in compliance with State law and this Code, and to mitigate any potential adverse impacts of the commercial cannabis operation on the public health, safety or welfare.

Additional minimum standards may be adopted from time to time either by resolution or ordinance from the City Council, or by the City Manager pursuant to Section 5.26.140.

- A. State Standards. All state requirements and regulations that govern the operation of a commercial cannabis operation, including but not limited to ones related specifically to certain types of commercial cannabis operations, shall apply as minimum requirements and regulations and requirements for commercial cannabis operations within the City of South El Monte, in addition to the requirements and regulations of this chapter and this Code.
- B. Security.

1. General. All cannabis, cannabis products and cash present or kept at the premises shall be securely stored against both unauthorized access as well as theft.
2. Security Cameras.
 - a. Security cameras shall be installed and maintained in good condition, with at least ninety (90) days of digitally recorded documentation in a format approved by the City Manager and the Police Chief.
 - b. The camera and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present at the site of the commercial cannabis operation.
 - c. The cameras shall be in continuous use 24 hours per day, 7 days per week.
 - d. The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium approved by the City Manager, such as DVD and/or a USB drive.
 - e. The areas to be covered by the security cameras include, but are not limited to, the storage areas, operation areas, all doors and windows, the parking lot, all exterior sides of the property adjacent to the public rights of way, and any other areas as determined by the City Manager and Police Chief.
 - f. Remote log-in information will be provided to the Operations Officers to allow them to view live and recorded security camera images remotely at any time.
3. Alarm System. The location of the commercial cannabis operation shall be alarmed with a centrally-monitored fire and burglar alarm system, and monitored by an alarm company properly licensed by the State Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with Sections 7590, *et seq.* of the State Business and Professions Code . and whose agents are properly licensed and registered under applicable law.
4. Locked Entrances. All entrances into the building housing a commercial cannabis operation shall be locked from the exterior at all times with entry controlled by employees.
5. Windows. All windows on the building that houses the commercial cannabis operation shall be secured against entry from the outside.
6. No employee shall refuse, impede, obstruct or interfere with an inspection conducted pursuant to the authorizations provided by this chapter.

C. Odors.

1. A commercial cannabis operation shall have an air treatment system that ensures off-site odors shall not result from its activities.
2. This requirement at a minimum means that the commercial cannabis operation shall be designed to provide sufficient odor absorbing ventilation and exhaust systems so that any odor generated inside the location of the commercial cannabis operation is not detected outside the building, on adjacent properties or public rights-of-way, or within any other unit located within the same

building as the commercial cannabis operation, if the use only occupies a portion of a building.

D. Authorizations.

1. The Operations Officers shall have the right to enter all areas of the commercial cannabis operation from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter and all laws of the City and State.
2. Recordings made by security cameras required pursuant to this chapter shall be made available to the Operations Officers upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials.

E. Records.

1. Commercial cannabis operations shall maintain on-site the following records either in paper or electronic form:
 - a. The full name, address, and telephone numbers of the owner and lessee of the property.
 - b. The name, date of birth, address, and telephone number of each employee of the commercial cannabis operation; the date each was hired; and the nature of each employee's participation in the commercial cannabis operation.
 - c. Copies of all required state licenses.
 - d. An inventory record documenting the dates and amounts of cannabis and cannabis products received at the site, the daily amounts of cannabis and cannabis products on the site, and the daily amounts of cannabis and cannabis products leaving the site for any reason, including but not limited to being sold, delivered, or distributed.
 - e. A written accounting of all expenditures, costs, revenues and profits of the commercial cannabis operation, including but not limited to cash and in-kind transactions.
 - f. A copy of all insurance policies related to the operation of the commercial cannabis operation.
 - g. A copy of the commercial cannabis operation's most recent year's financial statement and tax return.
 - h. Proof of a valid and current permit issued by the City in accordance with this chapter, and the equivalent State of California license to operate the commercial cannabis operation. Every commercial cannabis operation shall display at all times during business hours the City permit issued pursuant to the provisions of this chapter, and the equivalent State license, in a conspicuous place so that it may be readily seen by all persons entering the location of the commercial cannabis operation.
2. All records required to be maintained by the commercial cannabis operation must be maintained for no less than seven (7) years and are subject to immediate inspection (consistent with requirements pertaining to qualified patient confidentiality pursuant to applicable State and federal law) upon a

lawful written request by an Operation Officer.

3. A commercial cannabis operation shall report any loss, damage, or destruction of these records to the Operation Officers within twenty-four (24) hours of the loss, damage, or destruction.

F. Site Management.

1. Commercial cannabis operations shall not result in a nuisance or adversely affect the health, welfare, or safety of nearby persons by creating dust, glare, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or waste. The permittee shall promptly and diligently both prevent as well as eliminate conditions on the site of the commercial cannabis operation that constitute a nuisance.
2. A permittee shall maintain the exterior of the site, including any parking lots under the control of the permittee, free of litter, debris, and trash.
3. The Commercial Cannabis Operation permittee shall properly store and dispose of all waste generated on the site, including chemical and organic waste, in accordance with all applicable laws and regulations.
4. Notwithstanding any provisions of this code to the contrary, the Commercial Cannabis Operation permittee shall remove all graffiti from the site and parking lots under the control of the Commercial Cannabis Operation Permittee within 72 hours of its application.

G. State Board of Equalization Seller's Permit Required.

1. Commercial cannabis operations must obtain a Seller's Permit from the State Board of Equalization as applicable.
2. Such permit shall be displayed in a conspicuous place so that it may be readily seen by all persons entering the location of the commercial cannabis operation.

H. Employees.

1. All employees must submit to fingerprinting and criminal background checks by the City.
 - a. No employee convicted within the last ten years of a felony substantially related to the qualifications, functions or duties of an employee of a commercial cannabis operation (such as a felony conviction for distribution of controlled substances, money laundering, racketeering, etc.) shall be employed by a commercial cannabis operation, unless such employee has obtained a certificate of rehabilitation (expungement of felony record) under State law or under a similar federal statute or state law where the expungement was granted.
 - b. At the request of the commercial cannabis operation, the City Manager and Police Chief shall determine the applicability of this Section to a potential employee within a reasonable period of time after a written request has been made to the City Manager and Police Chief for such determination.
2. All employees must possess a valid government issued (or equivalent) form

of identification containing an identifying photograph of the employee, the name of the employee, the date of birth of the employee, and the residential address of the employee. Color copies of such identification shall be maintained at the location of the commercial cannabis operation. A valid State driver's license will satisfy this requirement.

I. Cannabis Transfer Between Permitted Operations Only.

A commercial cannabis operation shall not transfer cannabis or cannabis products to or from another commercial cannabis operation, unless both operations are in possession of all required State and local licenses and permits.

J. Commercial Cannabis Operation Signage.

1. Signs on the premises shall not obstruct the entrance or the video surveillance system. The size, location, and design of any signage must conform to the sign provisions in this Code.
2. Business identification signage shall be limited to that needed for identification only, consisting of a single window sign or wall sign that shall comply with the appropriate sign requirements within the applicable zoning district.

K. Prohibited Personal Activities.

1. Cannabis Use. No person shall smoke, ingest, or otherwise consume cannabis in any form on, or within 20 feet of, the site of the commercial cannabis operation.
2. Alcohol Use. No person shall possess, consume, or store any alcoholic beverage on the site of the commercial cannabis operation.

L. No Minors. No minor shall be an employee of, or participate in, a commercial cannabis operation in any capacity, including but not limited to, as a manager, employee, contractor, adviser, or volunteer.

M. Exterior Lighting. The exterior of the premises upon which the commercial cannabis operation is operated shall be equipped with and, at all times between sunset and sunrise, shall remain illuminated with fixtures of sufficient intensity and number to illuminate every portion of the property with an illumination level of not less than one foot-candle as measured at the ground level, including, but not limited to, landscaped areas, parking lots, driveways, walkways, entry areas, and refuse storage areas.

N. Building Design. A permittee must maintain the design of the buildings on the site in accordance with the plans that are approved by the City pursuant to this chapter and otherwise approved by the City. No permittee shall modify the buildings on the site contrary to the approved plans, without the approval of the City Manager.

O. Nuisance. A permittee shall take all reasonable steps to discourage and correct conditions that constitute a nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if related to the members of the subject commercial cannabis operation.

1. "Reasonable steps" shall include immediately calling the Police Department upon observation of the activity, and requesting that those engaging in activities that constitute a nuisance or are otherwise illegal to cease those activities, unless personal safety would be threatened in making the request.

2. “Nuisance” includes but is not limited to disturbances of peace, open public consumption of cannabis, alcohol or controlled substances, excessive pedestrian or vehicular traffic, including the formation of any pedestrian lines outside the building, illegal drug activity, harassment of those passing by, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct or law enforcement detentions and arrests.
- P. Upon and after receiving possession of a Commercial Cannabis Operation Permit as provided for in this chapter, a permittee shall:
1. Maintain continuing compliance with criminal background check requirements of this chapter by ensuring that:
 - a. Upon the hiring, association or retention of an employee by the commercial cannabis operation, the requirements of Section 5.26 are immediately met for such employee by provision of appropriate documentation to the City Manager; and
 - b. the City Manager and Police Chief are immediately informed in writing of any felony conviction as described in 5.26.110(H) for any current employee.
 2. Maintain continuing compliance with all applicable insurance requirements, including, but not limited to, those imposed by City and this chapter.
- Q. Workforce Plan. A permittee shall implement a workforce plan that includes at least the following provisions:
1. Commitment for thirty percent (30%) of employees to be local hires; this local hiring requirement is satisfied when a permittee shows that it has either hired or made a good faith effort to hire bona fide residents of the City or persons that may establish residency after initial employment with the permittee;
 2. Commitment to offer apprenticeships and/or compensation for continuing education in the field of commercial cannabis operations; and
 3. Paying a living wage to employees. “Living wage” means compensation equivalent to \$20 per hour inclusive of benefits but excluding tips.
- R. Exemption. The regulations contained in this chapter shall not apply to a commercial cannabis operation engaged in the following uses, as long as such use complies strictly with applicable law, including this Code, regulating such use and the location of such use, including, but not limited to, Section 11362.5 of the State Health and Safety Code and Sections 11362.71 *et seq.* of the State Health And Safety Code: A clinic licensed pursuant to Chapter 1 of Division 2 of the State Health and Safety Code; a health care facility licensed pursuant to Chapter 2 of Division 2 of the State Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the State Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the State Health and Safety Code; and, a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the State Health and Safety Code.

Sec. 5.26.120 – Retailer operating standards and restrictions.

A retailer commercial cannabis operation shall operate in conformance with both Section 5.26.110, as well as the following minimum standards, and such standards shall be deemed to be part of the conditions of the Commercial Cannabis Operation Permit for a retailer commercial cannabis operation to ensure that its operation is in compliance with State law and this Code, and to mitigate any potential adverse impacts of the commercial cannabis operation on the public health, safety or welfare.

Additional minimum standards may be adopted from time to time either by resolution or ordinance from the City Council, or by the City Manager pursuant to Section 5.26.140.

- A. **City Permit and State License.** No person shall engage in retailer commercial cannabis operations without both a current and valid Commercial Cannabis Operation Permit and a current and valid equivalent State license as provided for under Section 26200 of the State Business and Professions Code, and as may be amended. Retailer (medical-only) commercial cannabis operations shall only sell, dispense, or provide medical cannabis or medical cannabis products to a qualified patient with a written physician's recommendation, a person with an identification card, or a primary caregiver with written documentation attesting to lawful status as a primary caregiver.
- B. **State Standards.** All state requirements and regulations that govern retailer commercial cannabis operations, including but not limited to the regulations promulgated by the State Department of Cannabis Control, and as may be amended, shall apply as minimum requirements and regulations and requirements for retailer commercial cannabis operations within the City, in addition to the requirements and regulations of this chapter and this Code.
- C. **Location and Design Requirements.**

Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business and Professions Code and overriding the location and design requirements contained in Section 26054(b) of the State Business & Professions Code, retailer commercial cannabis operations in the City shall be subject to the following location and design requirements:

- 1. Retailer commercial cannabis operations shall be a permitted use subject to this chapter on property (1) located more than one-thousand (1,000) feet any retailer commercial cannabis operation permitted under this chapter, alcohol or drug treatment facility, day care center, religious institution, school, or youth center, (2) located more than one-thousand (1,000) feet from the City's jurisdictional boundary or any park or residentially zoned property, and (3) zoned: C (Commercial Zone) or C-M (Commercial-Manufacturing Zone) including any overlay zone districts covering the C (Commercial Zone) or C-M (Commercial-Manufacturing Zone).
- 2. The distances specified in Subsection (C) shall be the horizontal distance measured in a straight line from the parcel line of the sensitive use to the closest parcel line of the lot on which the cannabis retailer is to be located without regard to intervening structures. The 1,000 foot distance specified in Subsection (C) may be reduced to as little as 900 feet by administrative

regulation pursuant to Section 5.26.140 if necessary to allow for issuance of the number of Commercial Cannabis Operation Permits provided by this chapter.

3. Each retailer commercial cannabis operation shall:
 - a. Be constructed in a manner that prevents odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties. Odors from the cannabis retailer shall not be detectable from outside the premises and adequate odor control technology shall be utilized;
 - b. Be provided with adequate electricity, sewerage, disposal, water, fire protection, and storm drainage facilities for the intended purpose; and
 - c. Provide and maintain a neighborhood compatibility plan so the City Manager or designee(s) may find that the cannabis retailer and its operating characteristics are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance.

D. Customers.

1. Prior to dispensing medical cannabis or medical cannabis products to a qualified patient, a retailer commercial cannabis operation shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of eighteen (18) years and obtain verification from the recommending physician that the person requesting medical cannabis or medical cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation, or identification card, as described in Sections 11362.71 et seq. of the State Health and Safety Code, as may be amended from time to time, on site for period of not less than seven (7) years.
2. Prior to dispensing cannabis or cannabis products to an adult-use customer, a retailer (medical/adult-use) commercial cannabis operation shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of twenty-one (21) years.

- E. Opaque Packaging. All cannabis or cannabis products sold to a customer shall be prohibited from leaving the site unless placed in opaque packaging which conceals the nature of the product from human vision.
- F. Dispensing and Storage Areas. Entrance to the retailer sales floor and any storage areas shall be locked at all times, and under the control of employees.
- G. Interior Lighting. The premises within which the commercial cannabis operation is operated shall be equipped with and, at all times during which is open to the public, shall remain illuminated with overhead lighting fixtures of sufficient intensity to illuminate every place to which members of the public or portions thereof are permitted access with an illumination of not less than two foot-candles as measured

at the floor level.

- H. Signs. A retailer commercial cannabis operation shall notify customers (verbally or by written agreement) and by posting a notice or notices conspicuously at least 15-point type within permitted premises that state as follows:
1. "The sale or diversion of cannabis or cannabis products without a license issued by persons entering the site, the City of South El Monte is a violation of State law and the South El Monte Municipal Code."
 2. "Secondary sale, barter, or distribution of cannabis or cannabis products purchased from a permittee is a crime and can lead to arrest."
 3. "Customers must not loiter in or near these premises and may not consume cannabis or cannabis products in the vicinity of this business or in any place not lawfully permitted. These premises and vicinity are monitored to ensure compliance."
 4. "WARNING: The use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."
 5. "CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer and reproductive harm."
- I. "No Recommendations On-site. A retailer commercial cannabis operation shall not have a physician or any person licensed to recommend medical cannabis for medical use at the location of the retailer commercial cannabis operation to provide a recommendation or physician's recommendation, for the use of medical cannabis.
- J. Sanitation. A permittee shall establish and implement written procedures that maintain the highest industry standards of sanitation and cleanliness for the operation so as to ensure cannabis and cannabis products sold to the public are free of harmful contaminants.
- K. Training. A permittee shall establish and implement written procedures that provide for the highest industry standards of training for employees.
- L. Prohibited Activities. No cannabis cultivation, testing or manufacturing shall occur within the premises of the retailer operation.
- M. No Alcohol. Retailer commercial cannabis operations shall not hold or maintain a license from the State Department of Alcoholic Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages.
- N. No Lounge or Cafe. Retailer commercial cannabis operations shall not operate as a lounge, cafe or restaurant serving food or drinks for consumption on-site. There shall be no seating area, tables, couches, or chairs for the gathering or congregating of members.
- O. Age Restriction. Minors, except qualified patients or primary caregivers over the age of eighteen (18) years old as verified customers, are prohibited from entering the location of the retailer cannabis operation.
- P. Public Information. The permittee shall make available to customers a list of the rules and regulations governing medical cannabis use and consumption within the City and

recommendations on sensible medical cannabis etiquette.

Sec. 5.26.120.5 – Delivery operating standards and restrictions.

- A. Delivery shall comply with State law at all times.
- B. Security plans developed pursuant to this chapter shall include provisions relating to vehicle security and the protection of employees and product during loading and in transit.
- C. A commercial cannabis operation engaged in delivery shall facilitate the delivery of cannabis or cannabis products with a technology platform owned by or licensed to the delivery-only commercial cannabis operation engaged in delivery that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of cannabis or cannabis products between the commercial cannabis operation engaged in delivery and customer:
 - 1. The identity of the individual dispensing cannabis or cannabis products on behalf of the commercial cannabis operation engaged in delivery;
 - 2. The identity of the customer receiving cannabis or cannabis products from the commercial cannabis operation engaged in delivery;
 - 3. The type and quantity of cannabis or cannabis products dispensed and received;
 - 4. The gross receipts charged by the commercial cannabis operation engaged in delivery and received by the individual dispensing cannabis or cannabis products on behalf of the commercial cannabis operation engaged in delivery for the cannabis or cannabis products dispensed and received; and
 - 5. The location or address where the sale or retail sale took place or closed.
- D. A commercial cannabis operation engaged in delivery shall maintain a database and provide a list of the individuals and vehicles authorized to conduct delivery, and a copy of the valid State driver's license issued to the driver of any such vehicle on behalf of the commercial cannabis operation engaged in delivery to the City Manager.
- E. Individuals making deliveries of cannabis or cannabis products on behalf of the commercial cannabis operation engaged in delivery shall maintain a physical copy of the delivery request (and invoice) and shall make it available upon the request of agents or employees of the City requesting documentation.
- F. During delivery, a copy of the commercial cannabis operation engaged in delivery's Commercial Cannabis Operation Permit and State license shall be in the vehicle at all times, and the driver shall make it available upon the request of agents or employees of the City requesting documentation.
- G. A commercial cannabis operation engaged in delivery shall only permit or allow delivery of cannabis or cannabis products in a vehicle that is (1) insured at or above

the legal requirement in the State; (2) capable of securing (locking) the cannabis or cannabis products during transportation; (3) capable of being temperature controlled if perishable cannabis or cannabis products is being transported; and (4) does not display advertising or symbols visible from the exterior of the vehicle that suggest the vehicle is used for cannabis delivery or affiliated with a commercial cannabis operation engaged in delivery.

- H. A commercial cannabis operation engaged in delivery shall facilitate deliveries with a technology platform owned by or licensed to the commercial cannabis operation engaged in delivery that uses global positioning system technology to track, and database technology to record and store the following information:
1. The time that the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery departed its premises.
 2. The time that the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery completed delivery to the customer.
 3. The time that the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery returned to its premises.
 4. The route the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery traveled between departing and returning to its premises to conduct delivery.
 5. For each individual delivery transaction, the identity of the individual conducting deliveries on behalf of the commercial cannabis operation engaged in delivery.
 6. For each individual delivery transaction, the vehicle used to conduct delivery on behalf of the commercial cannabis operation engaged in delivery.
 7. For each individual delivery transaction, the identity of the customer receiving cannabis or cannabis products from the commercial cannabis operation engaged in delivery.
 8. For each individual delivery transaction, the type and quantity of cannabis or cannabis products dispensed and received.
 9. For each individual delivery transaction, the gross receipts charged by the commercial cannabis operation engaged in delivery and received by the individual conducting deliveries on behalf of the commercial cannabis operation engaged in delivery for the cannabis or cannabis products dispensed and received.
- I. The individual making deliveries on behalf of the commercial cannabis operation engaged in delivery shall personally verify for each individual delivery transaction the identity of the customer receiving cannabis or cannabis products from the commercial cannabis operation engaged in delivery and (1) for medical cannabis or medical cannabis products to a qualified patient, the age and all necessary

documentation of each customer to ensure the customer is not under the age of eighteen (18) years and obtain verification from the recommending physician that the person requesting medicinal cannabis or medicinal cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation or identification card as described in Sections 11362.71 *et seq.* of the State Health and Safety Code, as may be amended from time to time, on site for period of not less than seven (7) years or (2) for cannabis or cannabis products to an adult-use customer, age and all necessary documentation of each customer to ensure the customer is not under the age of twenty-one (21) years.

Sec. 5.26.130 – Community Benefit Agreement.

The applicant may propose entering into a community benefit agreement in an amount and by terms set by City Council resolution with the City setting forth the terms and conditions under which the facility will operate that is in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare of the City and its residents and visitors.

Sec. 5.26.140 – Administration.

- A. Consistently with stated requirements of this chapter (and in particular not to repeal or constructively repeal this chapter), in addition to any regulations adopted under State law, the City Manager is authorized to establish any additional rules, regulations, and standards governing the issuance or denial of Commercial Cannabis Operation Permits, the ongoing operation of commercial cannabis operations and the City's oversight thereof, or concerning any other subject determined to be necessary to carry out the purposes of this chapter.
- B. Such regulations shall be approved by resolution of the City Council published on the City's website.
- C. Regulations promulgated, by the City Manager, shall become effective upon date of publication. Commercial cannabis operations shall be required to comply with all State and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager.

Sec. 5.26.150 - Fees.

An application fee set by resolution of the City Council shall be required for formal processing of every application made under this chapter. The City Council is further authorized to pass resolutions to recover any and all fees and costs incurred by the administration and implementation of this chapter through an appropriate fee recovery mechanism to be imposed upon commercial cannabis operations.

Sec. 5.26.160 - Suspension and revocation.

- A. The City Manager is authorized to suspend and/or revoke a Commercial Cannabis Operation Permit issued pursuant to this chapter upon the determination through written findings of a failure to materially comply with any provision of this chapter, any Commercial Cannabis Operation Permit condition, or any agreement or covenant required or made pursuant to this chapter.

- B. Notwithstanding Subsection (A), the City Manager may suspend or revoke a Commercial Cannabis Operation Permit if any of the following occur:
 - 1. The equivalent State license has been suspended or revoked by the State; or
 - 2. Operations cease for more than one hundred eight (180) consecutive or cumulative days in any one (1) year period; or
 - 3. Ownership is changed or transferred without complying with Section 5.26.100; or
 - 4. The commercial cannabis operation fails to maintain required security camera recordings; or
 - 5. The commercial cannabis operation fails to allow inspection of the security recordings, the activity logs, the records, or of the site by Operations Officers pursuant to this chapter.
- C. Conditions (if any) of suspension or revocation are at the reasonable discretion of the City Manager and may include, but are not limited to, a prohibition on all owners, managers and employees of the suspended or revoked commercial cannabis operation from operating within the City for a period of time set forth in writing and/or a requirement (when operations may resume, if at all, pursuant to the City Manager's reasonable determination) for the holder of the suspended or revoked Commercial Cannabis Operation Permit to resubmit an application for a Commercial Cannabis Operation Permit pursuant to the requirements of this chapter.

Sec. 5.26.170 – Appeals.

Any decision regarding the City Manager's suspension or revocation of a Commercial Cannabis Operation Permit pursuant to Section 5.26.160 may be appealed to the City Council by a permittee or interested party as follows:

- A. If the appellant wishes to appeal a decision to the City Council, the appellant must file a written appeal with the City Clerk within ten (10) calendar days of the decision. The written appeal shall specify the person making the appeal, the decision appealed from, state the reasons for the appeal, and include any evidence in support of the appeal which the applicant seeks to be considered by the City Council.
- B. Notice of the time and place of an appeal hearing shall be providing to the appellant within thirty (30) days of receipt by the City Clerk of the written appeal.
- C. The appeal hearing shall be held within sixty (60) days of the filing of the written appeal with the City Clerk, unless the 60 day time limit is waived by the appellant, or unless the City Council continues the appeal hearing date for good cause and upon written notification to the appellant.
- D. The City Council shall review the facts of the matter, written documents submitted for review, the basis for making the decision which is under appeal, and then determine whether the appealed decision should be reversed or affirmed. The determination made shall be in writing, shall set forth the reasons for the determination, and shall be final.
- E. The provisions of Section 1094.6 of the Code of Civil Procedure sets forth the procedure for judicial review of any final determination. Parties seeking such judicial review shall file such action within ninety (90) days of a determination being made final.

Sec. 5.26.180 – Violations and penalties; public nuisance.

- A. Any material violation of the provisions of this chapter is punishable as a misdemeanor or an infraction, at the discretion of the City Attorney, pursuant to Chapters 1.14 and 1.16 of this Code, except for as preempted by State law and material any violation of the provisions of this chapter is subject to administrative citation, at the reasonable discretion of the City, pursuant to Chapters 1.14 and 1.16 of this Code.
- B. Public Nuisance Abatement.
 - 1. Any commercial cannabis operation that is conducted in material violation of any provision of this chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation, in accordance with the procedures set forth in Chapter 8.36 of this Code.
 - 2. All costs to abate such public nuisance, including attorneys' fees and court costs, shall be paid by the person causing the nuisance, including the commercial cannabis operation and the property owner where the nuisance is occurring.
- C. The remedies described in this section are not mutually exclusive. Pursuit of any one remedy shall not preclude City from availing itself of any or all available administrative, civil, or criminal remedies, at law or equity.
- D. Any material violation of the provisions of this chapter shall constitute a separate offense for each and every day during which such violation is committed or continued.

Sec. 5.26.190 - Service of notices.

Any notice required by this chapter is deemed issued and served upon the earliest date that either: the notice is deposited in the United States mail, postage pre-paid, addressed to the most recent mailing address provided to the City pursuant to the requirements of this chapter; or, the date upon which personal service of the notice is provided to a responsible party.

Sec. 5.26.200 - Prohibitions.

- A. Any commercial cannabis operation in violation of this chapter, or any other applicable State law is expressly prohibited.
- B. It is unlawful for any commercial cannabis operation in the City, or any agent, employee or representative of such commercial cannabis operation, to permit any breach of peace or any disturbance of public order or decorum by any tumultuous, riotous or disorderly conduct at the site of the commercial cannabis operation.

Sec. 5.26.210 - Nonconforming use.

No use which purports to have engaged in commercial cannabis operations of any nature prior to the enactment of this chapter shall be deemed to have been a legally established use under the provisions of this Code, or any other City ordinance, rule or regulation, and such use shall not be entitled to claim legal nonconforming status.

Sec. 5.26.220 – Exceptions

- A. To the extent that the following activities are permitted by state law, nothing in this chapter shall prohibit a person twenty-one (21) years of age or older from:
 - 1. Possessing, processing, purchasing, transporting, obtaining or giving away to persons twenty-one (21) years of age or older, without compensation

whatsoever, not more than twenty-eight and one-half (28.5) grams of cannabis not in the form of concentrated cannabis;

2. Possessing, processing, purchasing, transporting, obtaining or giving away to persons twenty-one (21) years of age or older, without compensation whatsoever, up to eight grams of cannabis in the form of concentrated cannabis;
3. Possessing, transporting, purchasing, obtaining, using, manufacturing, or giving away cannabis accessories to persons twenty-one (21) years of age or older without compensation whatsoever; or
4. Engaging in the indoor cultivation of six (6) or fewer live cannabis plants within a single private residence or inside an accessory structure located upon the grounds of a private residence that is fully enclosed and secured, to the extent such cultivation is authorized by Sections 11362.1 and 11362.2, of the State Health and Safety Code, as may be amended from time to time.

- B. This chapter shall also not prohibit any commercial cannabis operations that the City is required by law to permit within its jurisdiction pursuant to State law.

Sec. 5.26.230 – Operative date.

This chapter shall be operative ten (10) days after the date that the City Council declares that a majority of the City’s voters voting at the November 8, 2022, election have voted in favor of this chapter at such election.

Sec. 5.26.240 - Severability.

If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this chapter is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The people of the City of South El Monte hereby declare that they would have adopted this chapter and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Sec. 5.26.250. City Council Authority to Amend.

The City Council has the right and authority to amend this chapter, with the exception of Section 5.26.060 (which may only be amended (i) if ordered to do so by a court of competent jurisdiction as a judicial remedy or (ii) by a vote of the People of the City), to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council), in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution, pursuant to Elections Code Section 9217.

Sec. 5.26.260. City Councilmember Conflicts of Interest.

Notwithstanding any other provision of this Chapter, prior to participating in any decision relating to a cannabis business, each city councilmember shall do all of the following

1. Disclose on the record any financial interest in the cannabis business that is subject to the decision.
2. Disclose on the record any campaign contributions and benefits or gifts received from the cannabis business that is subject to the decision.

3. Disclose on the record any ex parte communications that the city councilmember may have had with a cannabis business that is the subject of the decision.
4. Each city councilmember shall warrant and represent, on the record and in a form approved by the City Council, that they have complied with these requirements and all applicable law.

If it is later determined that a city councilmember has not complied with the above requirements or if it is determined that a city councilmember has violated applicable law, then the city councilmember is disqualified from all decisions relating to the cannabis business subject to the decision. The requirements of this Section 5.26.260 shall be in addition to any applicable law, including, without limitation, the California Political Reform Act and the related regulations of the Fair Political Practices Commission.”

SECTION 3. REPEAL OF CHAPTER 17.31. Chapter 17.31 of Title 17 of the City Municipal Code is hereby repealed in its entirety.

SECTION 4. AMENDMENT TO SECTION 17.18.030(O). Section 17.18.030(O) of Chapter 17.18 of Title 17 of the South El Monte Municipal Code is hereby repealed in its entirety.

SECTION 5. ADDITION OF SECTION 9.08.045. Section 9.08.045 shall be added to Chapter 9.08 of Title 9 of the South El Monte Municipal Code as follows:

“This Chapter shall not apply to a retailer commercial cannabis operation permitted pursuant to Chapter 5.26 of Title 5 of this Code.”

SECTION 6. AMENDMENT TO SECTION 17.14.030. Section 17.14.030 of Chapter 17.14 of Title 17 of the City Municipal Code is hereby amended by adding Subsection (S) as follows:

“Retailer commercial cannabis operations in accordance with Chapter 5.26 of Title 5 of this Code.”

SECTION 7. AMENDMENT TO SECTION 17.16.030. Section 17.16.030 of Chapter 17.16 of Title 17 of the City Municipal Code is hereby amended by adding Subsection (F) as follows:

“Retailer commercial cannabis operations in accordance with Chapter 5.26 of Title 5 of this Code.”

SECTION 8. SENSITIVE USES. The People of the City find that the definitions of the sensitive uses (alcohol or drug treatment facilities, day care centers, parks, religious institutions, schools, and youth centers) under the amendment to Chapter 5.26 of the City Municipal Code in this Ordinance are subject to some degree of interpretation. However, the People of the City also find that certainty regarding the identification of sensitive uses (alcohol or drug treatment facilities, day care centers, parks, religious institutions, schools, and youth centers) under the amendments to Chapter 5.26 of the City Municipal Code in this Ordinance is required to carry out the purpose and intent of the Ordinance so the that People, the City, and prospective applicants can clearly identify where and where not lawful retailer commercial cannabis operations under this Ordinance may be located. Accordingly and pursuant to the authority delegated by the State to the People of the City under Section 26054(b) of the State Business and Professions Code and overriding the location and design requirements contained in Section 26054(b) of the State Business and Professions Code, the sensitive uses established by resolution of the City Council (including alcohol or drug treatment facilities, day care centers, parks, religious institutions, schools, and youth centers) and only those sensitive uses shall be considered under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance for the purpose of the initial establishment of retailer commercial cannabis operations pursuant to the initial iteration of the retailer commercial cannabis operations application procedure

under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance (to include any review and scoring of any applications pursuant to the objective review criteria and quantitative evaluation scale under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance). Only following the initial iteration of the retailer commercial cannabis operations application procedure and the initial issuance of Commercial Cannabis Operation Permits under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance, and except as otherwise provided by the City Council resolution, may the City Manager designee reinterpret the list of sensitive uses for the purpose of subsequent iterations of the retailer commercial cannabis operations application procedure under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance and change in location applications under the amendment to Section 5.26.130 of the City Municipal Code in this Ordinance.

SECTION 9. AMENDMENT TO SECTION 5.04.045. Section 5.04.045 of Title 5 of the South El Monte Municipal Code is hereby amended to add “Retailer (Type 10) Commercial Cannabis Operations (Medical / Adult-Use / Non-Medical) in accordance with Chapter 5.26 of Title 5 of this Code” as a new item number 9 to the list of businesses, occupations, or other activities requiring licenses in the City as set forth in Los Angeles County Code Section 7.04.010 as amended by South El Monte Municipal Code Section 5.04.045, and to renumber existing items 9 through 45 of the list accordingly.

SECTION 10. ADDITION OF CHAPTER 3.40 (CANNABIS BUSINESS TAX). Chapter 3.40 (Cannabis Business Tax) is hereby added to Title 3 (Revenue and Finance) of the South El Monte Municipal Code, to read in its entirety as follows:

“CHAPTER 3.40 CANNABIS BUSINESS TAX

Section 3.40.010. Definitions.

Section 3.40.020. Tax.

Section 3.40.030. Operation of Tax.

Section 3.40.040. Returns and Remittances.

Section 3.40.050. Failure to Pay Tax.

Section 3.40.060. Refunds and Claims.

Section 3.40.070. Enforcement.

Section 3.40.080. Debts; Deficiencies; Determinations; Hearings.

Section 3.40.090. Operative Date.

Section 3.40.100. City Council Authority to Amend.

Section 3.40.110. City Councilmember Conflicts of Interest.

Sec. 3.40.010. Definitions.

The following definitions apply to this chapter unless the context clearly denotes otherwise. Terms not defined herein shall be given the definitions set forth in Chapter 5.26 of this Code.

- A. “Cannabis” shall have the meaning set forth in Section 5.26.030 of this Code.
- B. “Cannabis products” shall have the meaning set forth in Section 5.26.030 of this Code.

- C. "City" means the City of South El Monte.
- D. "Code" shall mean the South El Monte Municipal Code.
- E. "Commercial cannabis operation" shall have the meaning set forth in Section 5.26.030 of this Code. "Commercial cannabis activity" and "cannabis business" shall be synonymous with "commercial cannabis operation."
- F. "Cultivation" shall have the meaning set forth in Section 5.26.030 of this Code.
- G. "Delivery" shall have the meaning set forth in Section 5.26.030 of this Code.
- H. "Distribution" shall have the meaning set forth in Section 5.26.030 of this Code.
- I. "Distributor" shall have the meaning set forth in Section 5.26.030 of this Code.
- J. "Edible" shall have the meaning set forth in Section 5.26.030 of this Code.
- K. "City Manager" means the City's City Manager, or his or her designee.
- L. "Location" shall have the meaning set forth in Section 5.26.030 of this Code.
- M. "Manufacture" or "manufacturing" shall have the meaning set forth in Section 5.26.030 of this Code.
- N. "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.
- O. "Manufacturer" shall have the meaning set forth in Section 5.26.030 of this Code.
- P. "Marijuana" has the same definition as "cannabis."
- Q. "Operation" means a "commercial cannabis operation."
- R. "Permit," or "local permit" means a Commercial Cannabis Operation Permit, as that term is defined in Section 5.26.030 of this Code.
- S. "Person" shall have the meaning set forth in Section 5.26.030 of this Code.
- T. "Proceeds" means total amount of gross revenue actually received or receivable by a commercial cannabis operation from all sales of goods of any kind, including but not limited to cannabis and cannabis products; the total amount of compensation actually received or receivable for the performance of any act or service whatever nature it may be, including but not limited to commercial cannabis activity, from which a charge is made or credit allowed, whether such service is done singly and/or as part of or in connection with the sale of materials; goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends or other gains. Proceeds includes all receipts, cash, credits and property of any kind or nature, consideration of any nature, without any deduction therefrom on account of the cost of property sold, the cost of materials used, labor or services costs, interest paid or payable or losses or other expenses or deduction whatsoever. Excluded from Proceeds are any taxes required by law to be added to the purchase and collected from the consumer or purchaser, such part of the sales price of any property returned by the purchaser to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in Proceeds. Proceeds may also exclude such other amounts that may be permitted by the City Manager as not being included in Proceeds pursuant to administrative rulings or instructions provided by the City Manager. "Proceeds" is intended to include all gross revenue of the commercial operation

whether for commercial cannabis activities or other activities (e.g., revenue from sales of other goods at the location).

- U. “Retailer” means a person engaged in the retail sale or delivery of cannabis or cannabis products to a customer. A retailer may be a storefront or non-storefront retailer.
- V. “Space utilized as cultivation area” shall mean any space or ground, floor or other surface area (whether horizontal or vertical) which is used during the cannabis germination, seedling, vegetative, pre-flowering, flowering and/or harvesting phases, including without limitation any space used for activities such as growing, planting, seeding, germinating, lighting, warming, cooling, aerating, fertilizing, watering, irrigating, topping, pinching, cropping, trimming, curing or drying cannabis or any such space available for or used for storing any products, supplies or equipment related to any such activities, no matter where such storage may take place or such storage space may be located. “Space used as cultivation area” shall include space used to cultivate cannabis plants on platforms and stack them in multiple layers on top of each other (i.e., vertical cultivation). “Space utilized as cultivation area” shall be calculated in square feet and measured using clearly identifiable and/or apparent boundaries, including all of the space within the boundaries. Such space may be noncontiguous but each unique area included in the total calculation shall be separated by an identifiable and/or apparent boundary, including but not limited to, interior walls, shelves, and greenhouse walls, nursery wall or canopy walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots. “Space used as cultivation area” includes space which is immediately available for the activities described herein even if not being used at the time of determination. The City Manager shall determine the “space utilized as cultivation area” during the initial Term of the operation, and at least annually thereafter.
- W. “Tax” means the commercial cannabis tax and commercial cannabis cultivation tax imposed by this chapter.
- X. “Term” means such term or period of time as may be designated by the City Manager for reporting or payment of tax, provided, however, that if no such term is designated, Term shall mean a calendar month (meaning that the annual tax shall be divided by 12 for the appropriate fiscal year). Notwithstanding the foregoing, the Term for payment of tax may be set on a monthly, quarterly, semi-annual or annual basis by the City Manager. Taxes may be prorated to the extent the City Manager provides for a term other than that specified above, to the extent a commercial cannabis operation commences on a date other than the first date of a Term, upon cessation of the business, or for other appropriate reasons.
- Y. “Testing laboratory” shall have the meaning set forth in Section 5.26.030 of this Code.

Sec. 3.40.020. Tax.

- A. Commercial Cannabis Tax (non-cultivation). Every person conducting a commercial cannabis operation other than cultivation in the City, regardless of whether such operation has a valid permit pursuant to this Code, shall pay, on a per-Term basis, a commercial cannabis tax (non-cultivation) of not more than eight percent (8%) of the proceeds of the commercial cannabis operation.
- B. Commercial Cannabis Cultivation Tax. Every person conducting a commercial cannabis operation involving cultivation in the City, regardless of whether such

operation has a valid permit pursuant to this Code, shall pay a maximum commercial cannabis cultivation tax of no more than twenty-five dollars (\$25) per square foot per fiscal year (July 1 to June 30) for space utilized as cultivation area. Notwithstanding the foregoing, taxes imposed on space utilized as cultivation area shall be adjusted annually on July 1 of each year, commencing July 1, 2023, after the date of imposition based on changes in the Consumer Price Index (“CPI”) for all urban consumers in the Los Angeles-Long Beach-Anaheim areas (or similar index) as published by the United States Government Bureau of Labor Statistics for the prior calendar year; provided, however, no adjustment shall decrease any maximum tax imposed by this chapter.

- C. Purpose of Tax. The revenue generated by the commercial cannabis tax and the commercial cannabis cultivation tax may be spent for unrestricted general revenue purposes.
- D. Intent of Tax. The taxes provided for in this chapter do not authorize any commercial cannabis operation or use that is not otherwise expressly allowed by this Code. The taxes provided for in this chapter are intended to both allow the City to levy the taxes on commercial cannabis operations and uses that are authorized or allowed in the City as of the date of enactment of this chapter and to provide the City with the ability to levy the taxes on potential future commercial cannabis operations and uses that may after enactment of this chapter be allowed in the City by local ordinance or initiative. The taxes imposed by this chapter are in addition to all other applicable taxes imposed by this Code, including, but not limited to, the sales and use tax imposed by Chapter 3.04 of Title 3 and the business license fees imposed by Chapter 5.04 of Title 5.
- E. Automatic Maximum Rates. The tax rates of the commercial cannabis tax (non-cultivation) and the commercial cannabis cultivation tax shall automatically be set at the maximum rates specified in this chapter each July 1 unless established otherwise at a lower rate by resolution or ordinance of the City Council.
- F. Authority to Levy Tax at Lower than Maximum Authorized Rate. The City Council may, at any time, by resolution or ordinance and without voter approval, levy the tax at any rate lower than the maximum rate authorized by this chapter; provided, however, the maximum tax rate permitted to be levied without further voter approval shall be and remain the maximum tax rate set forth in this chapter.
- G. Future Exemptions, Exceptions, Penalties and Interest Permitted. The City Council may establish exemptions, incentives, or other reductions, and penalties and interest charges or determinations of tax due for failure to pay the tax in a timely manner, as otherwise allowed by this Code or California law. No action by the City Council under this section shall prevent it from later increasing the tax or removing any exemption, incentive, or reduction, and thereby restoring the maximum tax specified in this chapter.

Sec. 3.40.030. Operation of Tax.

- A. Failure to pay the taxes set forth in this chapter shall be subject to penalties, interest charges, and determinations of tax due as set forth in this chapter and as the City Council may establish, and the City may use any or all other enforcement remedies provided for in this Code, or pursuant to state law.
- B. The payment of the tax required pursuant to this chapter shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business

in an illegal manner. Nothing in this chapter shall be construed to authorize commercial cannabis operations.

- C. Taxes provided for hereunder are not sales or use taxes and shall not be calculated or assessed as such. The taxes shall not be separately identified or otherwise specifically assessed or charged to any individual, consumer or customer; rather, the taxes are imposed upon the commercial cannabis operation.
- D. The City Manager shall promulgate rules, regulations, and procedures to implement and administer this chapter to ensure the efficient and timely collection of the tax imposed by this chapter, including without limitation, formulation and implementation of penalties and interest to be assessed for failure to pay the tax as provided.

Sec. 3.40.040. Returns and Remittances.

The tax shall be due and payable as follows:

- A. Each person owing tax, within 45 days (or such other period as may be established by the City Manager) after the conclusion of each Term, shall prepare and submit a tax return to the City Manager. The tax return shall include all information necessary to determine the amount of tax owed for the subject Term, including the proceeds of the commercial cannabis operation (for all operations other than cultivation) and the total square footage of space utilized as cultivation area, for cultivation operations. At the time the tax return is filed, the full amount of the tax owed for the preceding term shall be remitted to the City. Where the Term is set on an annual basis, the City Manager may require prorated payments or estimated tax payments on more frequent intervals during the Term, as such intervals may be established by the City Manager.
- B. All tax returns shall be completed on forms provided by the City Manager.
- C. Tax returns and payments for all outstanding taxes owed the City are immediately due to the City Manager upon cessation of business of a commercial cannabis operation for any reason or upon sale of a commercial cannabis operation.
- D. Whenever any payment, statement, report, request or other communication received by the City Manager is received after the time prescribed by this section for the receipt thereof, but is in an envelope bearing a postmark showing that it was mailed on or prior to the date prescribed in this section for the receipt thereof, or whenever the City Manager is furnished substantial proof that the payment, statement, report, request, or other communication was in fact deposited in the United States mail on or prior to the date prescribed for receipt thereof, the City Manager may regard such payment, statement, report, request, or other communication as having been timely received. If the due date falls on a date the City Hall is closed, or on a Saturday, Sunday, or federal holiday, the due date shall be the next regular business day on which the City Hall is open to the public following the due date.
- E. Unless otherwise specified in this chapter, taxes shall be deemed delinquent if not paid on or before the due date pursuant to this section.
- F. The City Manager is not required to send a delinquency or other notice or bill to any person subject to payment of tax pursuant to this chapter, and failure to send such notice or bill shall not affect the validity of any tax or penalty due under this chapter.

Sec. 3.40.050. Failure to Pay Tax.

Any person who fails or refuses to pay any tax required to be paid pursuant to this chapter on or before the due date shall pay penalties and interest as follows:

- A. A penalty of no more than twenty-five percent (25%) of the amount of tax remaining unpaid (in addition to the amount of unpaid tax), plus interest on the unpaid tax calculated from the due date of the tax at a rate not to exceed twelve percent (12%) per year (or one percent (1%) per month), and these penalties and interest rates will automatically be set at the maximum amounts unless established otherwise as a lower amount by resolution of the City Council.
- B. Whenever a check is submitted in payment of a tax and the check is subsequently returned unpaid by the bank upon which the check is drawn, and the check is not redeemed prior to the due date, the taxpayer will be liable for the tax amount due plus penalties and interest as provided for in this section, as well as any other amount allowed under state law.
- C. The tax due shall be that amount due and payable from the operative date of this chapter.
- D. The City Manager may waive the penalties of up to twenty-five percent (25%) each imposed upon any person if:
 - 1. The person provides evidence satisfactory to the City Manager that failure to pay timely was due to circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care and the absence of willful neglect, and the person paid the delinquent tax and accrued interest owed the City prior to applying to the City Manager for a waiver.
 - 2. The waiver provisions specified in this subsection shall not apply to interest accrued on delinquent tax, and a waiver shall be granted no more than once during any twenty-four month period for any given payor of commercial cannabis tax (non-cultivation), and no more than once during any five (5) year period for any given payor of commercial cannabis cultivation tax.

Sec. 3.40.060. Refunds and Claims.

- A. No refund or claim shall be made of any tax collected pursuant to this chapter, except as provided in this section.
- B. No refund of any tax collected pursuant to this chapter shall be made because of the discontinuation, dissolution, or other termination of an operation.
- C. Any person entitled to a refund of taxes paid pursuant to this chapter may elect in writing to have such refund applied as a credit against cannabis business taxes for the next term.
- D. Whenever the amount of any tax, penalty, or interest has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the City under this chapter, such amount may be refunded to the claimant who paid the tax, provided that a written claim for refund is filed with the City Manager if the claim is equal to or less than \$5,000 and the City Council if the claim is more than \$5,000. Refund claims must be filed as set forth above within one year of the subject tax payment pursuant to Government Code Section 911.2. Each person requesting a refund or making a claim shall file the claim as provided herein. The submission of a written

claim, which shall be acted upon by the City Manager if less than or equal to \$5,000 or the City Council if more than \$5,000, shall be a prerequisite to suit thereon. (See Section 935 of the California Government Code). The City Manager, or the City Council where the claim is in excess of \$5,000, shall act upon the refund claim within the time period set forth in Government Code Section 912.4. If the City Council fails or refuses to act on a refund claim within the time prescribed by Government Section 912.4, the claim shall be deemed to have been rejected by the City Council on the last day of the period within which the City Council was required to act upon the claim as provided in Government Code Section 912.4. The City Manager or City Clerk or other officer charged with such duty shall give notice of the action in a form that substantially complies with that set forth in Government Code Section 913. To the extent allowed by law, nothing herein shall permit the filing of a claim on behalf of a class or group of taxpayers unless each member of the class has submitted a written claim as provided by this Section 3.40.060.

- E. The City Manager shall have the right and authority to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant therefor refuses to allow such examination of claimant's books and business records after request by the City Manager to do so. The authorization herein shall extend to any agent hired by the City to audit the books, including an independent auditor.
- F. In the event that the tax was erroneously paid and the error is attributable to the City, the entire amount of the tax erroneously paid shall be refunded to the claimant. If the error is attributable to the claimant, the City shall retain the amount set forth in this chapter from the amount to be refunded to cover expenses.
- G. The City Manager shall initiate a refund of any tax which has been overpaid or erroneously collected whenever the overpayment or erroneous collection is revealed by a City audit of tax receipts. In the event that the tax was erroneously paid and the error is attributable to the City, the entire amount of the tax erroneously paid shall be refunded to the claimant. If the error is attributable to the claimant, the City shall retain the amount set forth in this chapter from the amount to be refunded to cover expenses.

Sec. 3.40.070. Enforcement.

- A. It shall be the duty of the City Manager to enforce each and all of the provisions of this chapter.
- B. For purposes of administration and enforcement of this chapter generally, the City Manager, with the assistance of the City Attorney, may from time to time promulgate administrative rules and regulations.
- C. The City Manager shall have the power to audit and examine all books and records of operations as well as persons engaged in the conducting of an operation, including both state and federal income tax returns, California sales tax returns, logs, receipts, bank records, or other evidence documenting the proceeds of the operation and/or space utilized as cultivation area, or persons engaged in the conduct of an operation, for the purpose of ascertaining the amount of tax, if any, required to be paid by the provisions of this chapter, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to this chapter. If such operation or person, after written demand by the City Manager, refuses to make available for audit, examination or verification such books, records, or equipment as the City Manager

requests, the City Manager may, after full consideration of all information within the City Manager's knowledge concerning the operation and activities of the person so refusing, make a determination of tax due in the manner provided in Section 3.40.080.

- D. The City Manager shall have the power to enter upon the premises upon reasonable notice to the commercial cannabis operation at least once per Term for the purposes of determining space utilized as cultivation area, to review items requested in subsection C of this section or as otherwise needed for enforcement of this chapter.
- E. The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this chapter or of any state law requiring the payment of all taxes.
- F. Any person violating any provision of this chapter or any regulation or rule passed in accordance herewith, or knowingly or intentionally misrepresenting to any officer or employee of the City any material fact, either concerning the operation and administration of this chapter, or as provided for in this chapter, shall be deemed guilty of a misdemeanor. Notwithstanding the foregoing, the City Attorney/Prosecutor, in his or her discretion, may elect to charge and prosecute any violation as an infraction in lieu of a misdemeanor or to not charge and prosecute at all.

Sec. 3.40.080. Debts; Deficiencies; Determinations; Hearings.

- A. The amount of any tax, penalties, and interest imposed by this chapter shall be deemed a debt to the City, and any person conducting an operation without also making payment to the City of the taxes, penalties and interest imposed by this chapter shall be liable in an action in the name of the City in any court of competent jurisdiction for the full amount of the tax, and penalties and interest owed by such operation.
- B. If the City Manager is not satisfied that any statement filed as required by this chapter is correct, or that the amount of tax is correctly computed, the City Manager may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person ceases or discontinues an operation, a deficiency determination may be made at any time within three years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due.
- C. Under any of the following circumstances, the City Manager may make and give notice of a determination of the amount of tax owed by a person under this chapter:
 - 1. If the person has not filed any statement or return required by this chapter.
 - 2. If the person has not paid any tax due under the provisions of this chapter.
 - 3. If the person has not, after demand by the City Manager, filed a corrected statement or return, or furnished to the City Manager adequate substantiation of the information contained in a statement or return already filed, or paid any additional amount of tax due under this chapter.
 - 4. If the City Manager determines that the nonpayment of any tax due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount

of the tax shall be added thereto in addition to penalties and interest otherwise stated in this chapter.

5. The notice of determination shall separately set forth the amount of any tax known or estimated by the City Manager, after consideration of all information within his or her knowledge concerning the business and activities of the person assessed, to be due under this chapter, and such notice shall include the amount of any penalties or interest accrued on each amount to the date of the notice of determination.
6. The notice of determination shall be served upon the person either by handing it to him or her personally, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business appearing on the face of the business tax certificate issued under this Code or to such other address as such person shall register with the City Manager for the purpose of receiving notices provided under this chapter; or, should the person have no business tax certificate issued and should the person have no address registered with the City Manager for such purpose, then to such person's last known address. For the purposes of this section, a service by mail is complete at the time of deposit in the United States mail.

D. Within ten days after the date of service of a notice of determination of the amount of tax owed by a person under this chapter, or other determination of the City Manager pursuant to subsection (C)(5) of this section, the person may apply in writing to the City Manager for a hearing on the determination. If application for a hearing before the City is not timely made, the tax assessed by the City Manager shall become final. The procedures for such a hearing shall be conducted as required by law and as follows:

1. The City Council delegates its authority to conduct such a hearing on the determination to an independent hearing officer. The compensation of the hearing officer shall not depend on any particular outcome of the appeal. The hearing officer shall have full authority and duty to preside over the hearing on the determination in the manner set forth herein and as required by law.
2. Within 30 days of the receipt of any such application for hearing, the City Manager shall cause the matter to be set for hearing before the independent hearing officer, unless a later date is agreed to by the City Manager and the person requesting the hearing.
3. Notice of the hearing shall be given by the City Manager to the person requesting the hearing not later than five days prior to the date of the hearing. For good cause, the hearing officer may continue the administrative hearing from time to time. At the hearing, the applicant may appear and offer evidence to show why the determination of the City Manager should not be confirmed and fixed as the tax due or the other determination of the City Manager pursuant to subsection (C)(5). In conducting the hearing, the hearing officer shall not be limited by the technical rules of evidence. Failure of the person who applied for a hearing on the determination to appear shall not affect the validity of the proceedings or order issued thereon.
4. Upon conclusion of the hearing, or no later than 10 days after the conclusion of the hearing, the hearing officer shall determine and reassess the proper tax

to be charged or make such other determination as provided in subsection (C)(5) and shall give written notice to the person in the manner prescribed in this chapter for giving notice of determination, and the hearing officer shall submit its decision and the record to the City Clerk. The decision of the hearing officer shall be final.

5. The provisions of this section apply to any decision, deficiency determination, assessment, or other decision or ruling of the City Manager, except decisions made pursuant to Section 3.40.060 (Refunds and Claims). Any person aggrieved by any decision subject to this section shall comply with the hearing procedure of this section. Pursuant to Government Code Section 935(b), compliance with this section shall be a prerequisite to a suit thereon. To the extent allowed by law, nothing herein shall permit the filing of a claim or action on behalf of a class or group of taxpayers.

Sec. 3.40.090. – Operative date.

This chapter shall be operative ten (10) days after the date that the City Council declares that a majority of the City’s voters voting at the November 8, 2022, election have voted in favor of this chapter at such election.

Sec. 3.40.100. City Council Authority to Amend.

The City Council has the right and authority to amend this chapter, to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council), in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution, pursuant to Elections Code Section 9217.

Sec. 3.40.110. City Councilmember Conflicts of Interest.

Notwithstanding any other provision of this Chapter, prior to participating in any decision relating to a cannabis business, each city councilmember shall do all of the following

1. Disclose on the record any financial interest in the cannabis business that is subject to the decision.
2. Disclose on the record any campaign contributions and benefits or gifts received from the cannabis business that is subject to the decision.
3. Disclose on the record any ex parte communications that the city councilmember may have had with a cannabis business that is the subject of the decision.
4. Each city councilmember shall warrant and represent, on the record and in a form approved by the City Council, that they have complied with these requirements and all applicable law.

If it is later determined that a city councilmember has not complied with the above requirements or if it is determined that a city councilmember has violated applicable law, then the city councilmember is disqualified from all decisions relating to the cannabis business subject to the decision. The requirements of this Section 3.40.110 shall be in addition to any applicable law, including, without limitation, the California Political Reform Act and the related regulations of the Fair Political Practices Commission.”

SECTION 11. SEVERABILITY. If any provision, section, paragraph, sentence, phrase, or word of this Ordinance is, rendered or declared invalid, illegal, or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, such constitutionality, illegality or invalidity shall only affect such provision, section, paragraph, sentence, phrase, or word and shall not affect or impair any remaining provisions, sections, paragraphs, sentences, phrases, or words, or the application of this Ordinance to any other person or circumstance, and to that end, the provisions hereof are severable. It is hereby declared to the intent of the People of the City that this Ordinance would have been adopted had such unconstitutional, illegal or invalid provision, section, paragraph, sentence, phrase, or word not been included herein.

SECTION 12. APPROPRIATIONS LIMIT. Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of South El Monte is increased to the maximum extent over the maximum period of time allowed under the law consistent with the revenues generated by this tax.

SECTION 13. CONFLICTING MEASURES. The People of the City find and declare that the provisions of this Ordinance relating to the regulation and taxation of commercial cannabis operations in the City may conflict with one or more provisions of other initiative measures. It is the intent of the People that if this Ordinance receives a greater number of affirmative votes than a conflicting measure at the same election, this Ordinance shall prevail in its entirety over a conflicting measure.

SECTION 14. AMENDMENT. Following the operative date of this Ordinance, the City Council may, pursuant to the procedures set forth in the State Government Code and the City Municipal Code and without prior approval of the electorate, amend this Ordinance including Chapter 5.26 (Cannabis Activities) of Title 5 (Business Taxes, Licenses, and Regulations) of the City Municipal Code, with the exception of Section 5.26.060 of the City Municipal Code, which may only be amended (i) if ordered to do so by a court of competent jurisdiction as a judicial remedy or (ii) by a vote of the People of the City.

SECTION 15. CEQA. The City Council finds that this Ordinance is not subject to the CEQA pursuant to both the exemption provided by Sections 15060(c)(3) and 15061(b)(3) of the CEQA Guidelines.

SECTION 16. OPERATIVE DATE. This Ordinance shall be operative 10 days after the date that the City Council declares that a majority of the City's voters voting at the November 8, 2022, election have voted in favor of a cannabis-related measure at such election.

SECTION 17. CERTIFICATION. The Mayor of the City of South El Monte is hereby authorized and ordered to attest to the adoption of the Ordinance by the voters of the City of South El Monte by signing where indicated below.

PASSED, APPROVED and ADOPTED by the People of the City of South El Monte, California voting on the 8th day of November 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwarz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney



City Council Agenda Report

Agenda Item No. 7.b.

DATE: December 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE ADJOURNED
REGULAR CITY COUNCIL MEETING MINUTES OF
NOVEMBER 9, 2022

SUMMARY: Staff is requesting approval of Minutes for the November 9, 2022 Adjourned Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Adjourned Regular City Council Meeting of November 9, 2022.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
ADJOURNED REGULAR CITY COUNCIL MEETING MINUTES
WEDNESDAY, NOVEMBER 9, 2022 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:04 PM

PRESENT: Councilmember(s): Angel, Delgado (via zoom), Retamoza, Mayor Pro Tem Acosta (joined at 6:48 p.m.), and Mayor Olmos

STAFF PRESENT: Rene Salas, Interim City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Masami Higa, Interim Finance Director; and Paola Lara, Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE - Mayor Gloria Olmos led the Pledge of Allegiance

3. INVOCATION - Pastor Charlie Corum, South El Monte Community Outreach, offered the Invocation.

4. PRESENTATIONS - None.

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

City Attorney Anthony R. Taylor announced there were two urgent walk-on items that arose after the posting of the agenda:

Under "Correspondence," Item 11.d., Letter from Epiphany Church for Related City Costs and Temporary Use Permit (TUP) Fee Waiver for the Annual Pilgrimage Walk of Our Lady of Guadalupe Beginning December 3 Through December 11, 2022.

Under "Councilmember's Agenda," Item 12.a. Request that City Look into Adding a Sidewalk on Opposite Side of Driveway along Vacco's Back Property Wall into the Community Center Parking Lot Entering from Central.

A motion was made by Councilmember Angel, seconded by Councilmember Retamoza to approve the agenda as amended to add items 11.d. and 12.a. Motion carried 4-0-1, by the following vote:

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

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Pastor Charlie Corum, South Community Outreach, spoke in support of agenda item 11.b.
2. Keith Shapiro, business owner, voiced concern with the Rush Street Corridor Enhancement Plan regarding lanes and being able to make turns, spoke in favor of beautifying Rush Street and recommended surveys be distributed to the local businesses and a study be conducted to determine the amount of bike riders that travel through the street.
3. Mr. Juarez, Epiphany Church, spoke in support of agenda as Item 11.d.

There being no further comment, Mayor Olmos closed public comment.

7. CONSENT CALENDAR

A motion was made by Councilmember Angel, seconded by Councilmember Retamoza to approve the Consent Calendar. Motion carried 4-0-1, by the following vote:

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

- 7.a.** Approved Minutes of the Regular City Council Meeting of October 25, 2022.
- 7.b.** Adopted Resolution No. 22-86, authorizing payment of City expenditures for the period October 26, 2022, through November 9, 2022, totaling \$1,157,079.21.
- 7.c.** Adopted Resolution No. 22-87, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g., Zoom) for the period from November 9, 2022, through December 8, 2022.
- 7.d.** Adopted Resolution No. 22-88, approving a salary adjustment for the position of Director of Finance to reflect the current competitive compensation of \$169,962.00 annually, effective November 9, 2022.

8. PUBLIC HEARINGS

8.a. ADOPTION OF ORDINANCE NO. 1261, AMENDING THE SOUTH EL MONTE MUNICIPAL CODE BY MODIFYING TITLE 15 THEREOF ADOPTING BY REFERENCE THE 2023 LOS ANGELES COUNTY BUILDING CODE (TITLE 26), ELECTRICAL CODE (TITLE 27), PLUMBING CODE (TITLE 28), MECHANICAL CODE (TITLE 29), RESIDENTIAL CODE (TITLE 30), GREEN BUILDING STANDARDS CODE (TITLE 31), FIRE CODE (TITLE 32) AND EXISTING BUILDING CODE (TITLE 33), WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

Mayor Olmos announced the item. City Attorney Anthony R. Taylor read the title of Ordinance No. 1261.

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

A motion was made by Councilmember Angel, seconded by Councilmember Retamoza to waive second reading and adopt Ordinance No. 1261, amending the South El Monte Municipal Code by modifying Title 15, Chapters 15.02, 15.04, 15.06, 15.08, 15.10, 15.12, 15.14 and 15.16 thereof, by adopting by reference the 2023 Los Angeles County Building Code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31), Fire Code (Title 32), and Existing Building Code (Title 33), with certain amendments, additions and deletions thereto. Motion carried 4-0-1, by the following vote:

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

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-89, APPROVING A FACILITY USE AGREEMENT WITH CALIFORNIA STATE UNIVERSITY NORTHRIDGE (CSUN)

Mayor Olmos announced the item and Interim City Manager Rene Salas presented the staff report.

A motion was made by Councilmember Angel, seconded by Councilmember Retamoza to adopt Resolution No. 22-89, approving a Facility Use Agreement between the City and CSUN to offer a Master's course in Public Administration held in the City of South El Monte City Council Chambers. Motion carried 4-0-1, by the following vote:

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

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Acosta – Absent

Councilmember Retamoza announced her attendance at the City's Harvest Festival.

Councilmember Delgado nothing to report.

Councilmember Angel announced his attendance at the City's Harvest Festival, Senior Center Halloween Luncheon, and Senior Center Veterans Day Luncheon.

Mayor Olmos announced her attendance at the City's Harvest Festival, Senior Center Halloween Luncheon, and Senior Center Veterans Day Luncheon.

11. CORRESPONDENCE

11.a. LETTER FROM THE SOUTH EL MONTE EMPLOYEES ASSOCIATION (SEMEA) REQUESTING SPONSORSHIP FOR THE ANNUAL SOUTH EL MONTE EMPLOYEE HOLIDAY RECOGNITION DINNER

Mayor Olmos announced the item and Interim City Manager Rene Salas presented the staff report.

A motion was made by Councilmember Retamoza, seconded by Councilmember Delgado to approve sponsorship in the amount of \$2000 for the Annual South El Monte Employee Holiday Recognition Dinner. Motion carried 4-0-1, by the following vote:

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

11.b. LETTER FROM SOUTH EL MONTE COMMUNITY OUTREACH (SEMCO) REQUESTING THE USE OF THE CITY'S COMMUNITY CENTER PARKING LOT TO HOST A THANKSGIVING FOOD DRIVE

Mayor Olmos announced the item.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel to approve the request made by SEMCO to host their annual Thanksgiving Food Drive at the Community Center parking lot. Motion carried 4-0-1, by the following vote:

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

11.c. next page.

11.c. LETTER FROM SUPER BINGO CLUB REQUESTING PERMISSION TO MAKE A DONATION TO THE SOUTH EL MONTE SENIOR SERVICES DIVISION

Mayor Olmos announced the item and Interim City Manager Rene Salas presented the staff report.

A motion was made by Councilmember Angel, seconded by Councilmember Retamoza to approve acceptance of the monetary donation of \$13,591.62 by the Super Bingo Club to the Senior Services Division. Motion carried 4-0-1, by the following vote:

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

ITEM ADDED UNDER APPROVAL OF THE AGENDA

11.d. LETTER FROM EPIPHANY CHURCH FOR RELATED CITY COSTS AND TEMPORARY USE PERMIT (TUP) FEE WAIVER FOR THE ANNUAL PILGRIMAGE WALK OF OUR LADY OF GUADALUPE BEGINNING DECEMBER 3 THROUGH DECEMBER 11, 2022

Mayor Olmos announced the item.

City Attorney Anthony R. Taylor announced there was a staff report available for this item which was distributed to Council and was available to the public. Interim City Manager Salas presented the staff report.

A motion was made by Councilmember Angel, seconded by Councilmember Retamoza to approve the fee waiver request resulting in a reimbursement amount of \$2,586. Motion carried 4-0-1, by the following vote:

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

12. COUNCILMEMBERS' AGENDA

ITEM ADDED UNDER APPROVAL OF THE AGENDA

12.a. Mayor Gloria Olmos

1. Item 12.a. Request that City Look into Adding a Sidewalk on Opposite Side of Driveway Along Vacco's Back Property Wall into the Community Center Parking Lot, Entering from Central

Mayor Olmos voiced safety concerns with the lack of a sidewalk at the location and requested approval to direct staff to look in to adding a sidewalk.

A motion was made by Councilmember Angel, seconded by Councilmember Retamoza to direct staff to look into adding a sidewalk along Vacco's back property wall into the community center, entering from Central. Motion carried 4-0-1, by the following vote:

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

13. CLOSED SESSION

At 6:31 p.m. City Attorney Anthony R. Taylor recessed Council into closed session

13.a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)

Title: Interim City Manager

At 6:48 p.m. Mayor Pro Tem Acosta joined the meeting, via Zoom, during item 13.b.

13.b. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9 – (one case)

At 7:09 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present, except for Councilmember Delgado who left the meeting during closed session item 13.a.

City Attorney Anthony R. Taylor, announced City Council discussed items 13.a. and 13.b. No action taken, nothing to report.

14. ADJOURNMENT

At 7:10 p.m. Mayor Olmos adjourned the meeting in memory of Antonio Reyes Yera, longtime resident, Manuel Aguirre, previous long time resident, and Albert Escalera, long time resident, to a Regular Meeting on Tuesday, December 13, 2022, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

DRAFT



City Council Agenda Report

Agenda Item No. 7.c.

DATE: December 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Masami Higa, Accounting Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-91, APPROVING WARRANTS FOR THE PERIOD OF NOVEMBER 10, 2022 THROUGH DECEMBER 13, 2022

SUMMARY: Authorizing payment of City expenditures for the period November 10, 2022 through December 13, 2022, totaling \$1,520,982.02.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-91, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-91
- B. Warrants

ATTACHMENT A

RESOLUTION NO. 22-91

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF NOVEMBER 10, 2022 THROUGH DECEMBER 13,
2022, TOTALING \$1,520,982.02.

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.

Interim Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 22/23	Electronic Warrants	11/10-12/13/22	DFT0000368-399	\$237,232.36
FY 22/23	Regular Warrants	11/10-12/13/22	11288-11448	\$1,046,633.45
Payroll	Manual Check	PPE 11/12/22	1239-1242	\$1,360.56
Payroll	Check	PPE 11/12/22	1243-1253	\$7,162.86
Payroll	Direct Deposit	PPE 11/12/22	2726-2804	\$108,040.79
Payroll	Check	PPE 11/26/22	1254-1265	\$7,162.86
Payroll	Direct Deposit	PPE 11/26/22	2805-2912	\$113,389.14

TOTAL EXPENDITURES RESOLUTION NO. 22-91 \$1,520,982.02

PASSED, APPROVED, AND ADOPTED this 13 day of December 2022.

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. 22-91, 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 December 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



South El Monte, CA

WARRANT REGISTER

Council Meeting 12/13/22

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0120.1220.5919	LA OPINION, LA OPINION NEWSPAPER	11288	11/10/2022	8/8-8/14 NOTICE TO VOTERS/CITY MEASURE	1,203.75
01.0120.1220.5919	LA OPINION, LA OPINION NEWSPAPER	11288	11/10/2022	8/8-8/14 NOTICE TO VOTERS/ CITIZEN INITIATIVE	1,203.75
45.0900.9000.5555	ACOSTA GROWERS, INC.	11289	11/15/2022	STREET TREES	255.50
45.0900.9000.5555	ACOSTA GROWERS, INC.	11289	11/15/2022	STREET TREES	551.25
45.0900.9000.5555	ACOSTA GROWERS, INC.	11289	11/15/2022	STREET TREES	441.00
01.0151.1542.5952	DELILAH PONCE	11290	11/17/2022	OFFICIAL FEES/SEM THANKSGIVING SHOW	450.00
01.0151.1542.5952	EXPLORER-1 AMBULANCE & MEDICAL SERVICES	11291	11/17/2022	5K & THANKSGIVING BOXING/ AMBULANCE SVCS	1,600.00
01.0151.1543.5952	MARIA PAYAN	11292	11/17/2022	18 DOZEN TAMALES-WALK TO END DV	432.00
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11293	11/17/2022	OCT'22 TASK 2.2/3.1-3.3 #237 RETENTION	(104.65)
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11293	11/17/2022	OCT'22 TASK 2.2/3.1-3.3 #23	1,046.49
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11293	11/17/2022	OCT'22 TASK 2.2/3.1-3.3 #237 RETENTION	(807.73)
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	11293	11/17/2022	OCT'22 TASK 2.2/3.1-3.3 #237	8,077.25
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11294	11/17/2022	OCT'22 ADMIN	1,102.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11294	11/17/2022	OCT'22 MISC	432.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11294	11/17/2022	NOV'22 ADMIN	1,080.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11294	11/17/2022	NOV'22 MISC	480.00
70.0900.9020.6025	COUNCIL FOR WATERSHED HEALTH	11295	11/17/2022	1/1-6/30/22 PJT MGMT/CONSTRUCTION BID PKG	26,133.25
70.0900.9020.6025	COUNCIL FOR WATERSHED HEALTH	11295	11/17/2022	7/1-9/30 PJT MGMT	4,572.05
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	11296	11/17/2022	PPE: 10/29/22	5,165.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	11296	11/17/2022	PPE: 11/12/22	900.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	9/22-10/25 1402 IRR LERMA	2,236.30
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	9/22-10/25 1819 CENTRAL	812.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	9/22-10/25 1450 LIDCOMBE	5,340.08
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	10/7-11/8 1903 IRR DURFEE	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	10/11-11/8 2018 DURFEE	229.24
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	9/22-10/25 1500 CENTRAL	889.70
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	9/22-10/25 1341 ISLAND/ SANTA ANITA	43.01
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	10/8-11/8 11016 GOMEZ PALACIO	27.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	10/7-11/8 1926 IRR DURFEE	260.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	9/22-10/25 LIDCOMBE	323.46
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	9/22-10/25 1530 IRR CENTRAL	433.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	9/24-10/25 1415 IRR SANTA ANITA	777.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	9/22-10/25 1556 IRR CENTRAL	355.70
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11297	11/17/2022	10/8-11/9 1675 IRR DURFEE	160.07
01.0170.1730.5705	SO CAL GAS	11298	11/17/2022	9/30-10/31 1415 SANTA ANITA	330.57
01.0100.1050.5940	SOUTH EL MONTE EMPLOYEES ASSOC.	11299	11/17/2022	EMPLOYEE RECOGNITION AWARDS & DINNER	2,250.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	11300	11/17/2022	R. RODRIGUEZ FTB GARNISHMENT 10/29/22	422.04
68.0900.9090.5215	CR ASSOCIATES, INC.	11301	11/22/2022	JUNE'22 CONTRACT SVCS #140	23,697.50
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	11302	11/22/2022	PPE: 11/12/22	4,665.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11303	11/22/2022	11/1-12/1 1900 N CENTRAL	109.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11303	11/22/2022	11/1-12/1 1415 N SANTA ANITA	72.75
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	11304	11/22/2022	R. RODRIGUEZ FTB GARNISHMENT 11/12/22	422.04
01.0000.0000.2240	VONS CREDIT UNION	11305	11/22/2022	PPE: 11/12/22	40.50
01.0000.0000.2240	VONS CREDIT UNION	11305	11/22/2022	PPE: 10/29/22	40.50
01.0000.0000.2223	HARTFORD INSURANCE	11306	11/30/2022	OCT'22 LT DISABILITY	7,291.57
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1556 N CENTRAL	359.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1530 N CENTRAL	269.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1415 N SANTA ANITA	292.06
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1500 N CENTRAL	2,266.27
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 2000 IRRIG SANTA ANITA	68.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 N/E MERCED SANTA ANITA	142.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 2022 N CENTRAL	122.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/6-11/7 THIENES/PARKWAY	27.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 MERCED N/W SANTA ANITA	54.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/6-11/7 1222 IRRIG PECK	310.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1819 N MERCED	109.21
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1652 IRRIG TYLER	151.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1900 N CENTRAL	149.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1824 N CENTRAL	422.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/6-11/8 1109 IRRIG PECK	220.27
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1819 N CENTRAL	251.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 N LERMA/MILLET	301.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/14-11/14 2004 IRRIG RSMD	27.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/6-11/7 1502 IRRIG PECK	283.08
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/6-11/7 1628 IRRIG DURFEE	269.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 10452 E RUSH	73.32
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/14-11/14 2218 RSMD	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/6-11/7 1660 IRRIG DURFEE	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/6-11/7 1710 IRRIG DURFEE	224.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/13-11/10 1707 N MERCED	72.40

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/6-11/7 1508 IRRG PECK	274.11
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11307	11/30/2022	10/6-11/7 FARDON-PECK	68.83
01.0170.1730.5705	SO CAL GAS	11308	11/30/2022	10/17-11/16 1450 LIDCOMBE AVE	131.95
01.0170.1730.5705	SO CAL GAS	11308	11/30/2022	10/17-11/16 1900 CENTRAL AVE	164.89
01.0170.1730.5705	SO CAL GAS	11308	11/30/2022	10/17-11/16 1824 CENTRAL AVE	93.50
01.0170.1730.5705	SO CAL GAS	11308	11/30/2022	10/17-11/16 1530 CENTRAL AVE	733.98
01.0170.1730.5705	SO CAL GAS	11308	11/30/2022	10/17-11/16 1556 CENTRAL AVE	680.29
01.0170.1730.5705	SO CAL GAS	11308	11/30/2022	10/17-11/16 1500 CENTRAL AVE	4,370.62
01.0000.0000.4512	ADALID SOLANO	11309	12/01/2022	FORFEIT FEE REIMBURSEMENT	70.00
01.0000.0000.4512	ALEJANDRO GERVACIO	11310	12/01/2022	FORFEIT FEE REIMBURSEMENT	70.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11311	12/01/2022	OCT'22 GENERAL	9,964.50
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11311	12/01/2022	OCT'22 LITIGATION SVCS	7,849.30
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11311	12/01/2022	OCT'22 PERSONNEL	7,112.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11311	12/01/2022	OCT'22 PW ENGINEERING	444.90
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11311	12/01/2022	OCT'22 HOUSING	8,026.90
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11311	12/01/2022	OCT'22 LABOR NEGOTIATIONS	140.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11311	12/01/2022	OCT'22 ADDITIONAL SVCS	252.00
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	OFFICE SUPPLIES/YARD	262.47
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	PENS GIVEAWAY #623	77.10
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	GRAND PRIZE/5K RUN	527.00
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	DISPLAY TABLET/ COUNCIL OFFICE	200.70
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	SMART WATCH/WALKING WED MNTHLY RAFFLE	20.93
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	AFTER SCHOOL PRGM SUPP	222.13
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	COUNCIL SUPPLIES	275.61
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CHAIR MAT REPLACEMENT/CC ASSISTANT	72.65
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CM SUPPLIES	275.61
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	KEYBOARD REPLACEMENT/RECEPTION	87.10
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	WINTER WEAR/COUNCIL STAFF	351.56
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	AFTER SCHOOL PRGM SUPP	38.58
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	AFTER SCHOOL PRGM SUPP	9.89
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	PLACEMATS/ VETERANS DAY LUNCHEON	71.77
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CHRISTMAS BAG CREDIT	(16.53)
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CRAFT RIBBON-CREDIT	(35.26)
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CHRISTMAS BAGS/MEETING SOCIAL	40.52
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	FOOD WARMER/MEETINGS	90.28
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CHRISTMAS ITEMS CREDIT	(16.53)
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CHRISTMAS BAGS CREDIT	(16.53)
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	RUNNING BIBS/5K RUN	33.09
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CROSSING GUARDS RAIN GEAR	36.57
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CROSSING GUARD SUPPLIES & GEAR	69.20
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	CROSSING GUARDS RAIN GEAR	57.90
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	AFTER SCHOOL PRGM SUPP	114.65
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	COMPUTER BAG- LOPEZ. G	46.65
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	11312	12/01/2022	PUMPKINS/NOVEMBER CRAFT	70.52
01.0000.0000.4512	ANDRE RODRIGUEZ	11313	12/01/2022	FORFEIT FEE REIMBURSEMENT	70.00
01.0100.1040.5922	ARAMARK UNIFORM SERVICES, INC	11314	12/01/2022	WINTER JACKETS/ COUNCIL & ADMIN	586.14
02.0170.1760.5550	ATHENS SERVICES	11315	12/01/2022	NOV'22 SWEEPER SVCS	6,140.00
01.0151.1542.5499	BEN LIRA	11316	12/01/2022	RING-DRILL BITS SUPP REIMB	9.98
01.0151.1542.5499	BEN LIRA	11316	12/01/2022	RING-SCREWS SUPP REIMB	48.39
01.0151.1542.5499	BEN LIRA	11316	12/01/2022	RING-FOAM TAPE SUPP REIMB	21.54
01.0151.1543.5952	BLOOMING FLOWERS & GIFTS	11317	12/01/2022	WREATH/VETERANS DAY	100.00
01.0100.1050.5936	BRIANNA BADAR	11318	12/01/2022	2022 BOOT ALLOWANCE	158.94
01.0151.1543.5952	BROTHERS AWARDS & TROPHIES	11319	12/01/2022	MEDALS & TROPHIES/TURKEY DASH	433.40
01.0151.1541.5430	BSN SPORTS LLC	11320	12/01/2022	YOUTH BASKETBALL SUPP	1,198.83
01.0160.1620.5520	BUTLER CHEMICALS, INC.	11321	12/01/2022	KITCHEN SUPPLIES/ SCTR	328.41
01.0160.1640.5520	COMMERCIAL AQUATIC SERVICES, INC	11322	12/01/2022	11/1 CHEMICAL DELIVERY	241.85
01.0100.1050.5936	CONCENTRA	11323	12/01/2022	10/27 RNDM DRUG TEST	99.00
01.0100.1050.5936	CONCENTRA	11323	12/01/2022	NOV'22 NEW HIRE PHYS	876.00
01.0100.1050.5936	DAISY RAMIREZ	11324	12/01/2022	LIVESCAN REIMBURSEMENT	25.00
01.0150.1510.5204	DAVID MAI	11325	12/01/2022	NOV'22 COM SVC COMMISSION MTG	100.00
01.0100.1050.5936	EDWARD BENITEZ	11326	12/01/2022	10/26 LIVESCAN REIMBURSEMENT	25.00
01.0170.1720.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	11327	12/01/2022	AUTO GATE PARTS/YARD	95.37
01.0170.1720.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	11327	12/01/2022	REMOTE CONTROL/ YARD GATE	59.54
01.0100.1050.5936	ERIC FIGUEROA	11328	12/01/2022	LIVESCAN REIMBURSEMENT	25.00
01.0000.0000.4512	ERIK DE LEON	11329	12/01/2022	FORFEIT FEE REIMBURSEMENT	70.00
01.0170.1710.5520	EWING IRRIGATION	11330	12/01/2022	ELECTRICAL COVER/CHALL LAWN	9.10
01.0170.1710.5520	EWING IRRIGATION	11330	12/01/2022	SEED & FERTILIZER/CHALL LAWN	337.56
01.0100.1050.5936	FERNANDO AGUILAR	11331	12/01/2022	LIVESCAN REIMBURSEMENT	25.00
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	11332	12/01/2022	LANDSCAPE STOCK PARTS	263.67
01.0150.1510.5204	GERARDO DIAZ	11333	12/01/2022	NOV'22 COM SVC COMMISSION MTG	100.00
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	11334	12/01/2022	DRINKING FOUNTAIN PARTS/MCTR	12.85
01.0150.1510.5204	HORTENCIA VASQUEZ	11335	12/01/2022	NOV'22 COM SVC COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	11336	12/01/2022	10/17-10/21 CI & CII NUTR PRGM	3,593.75
06.0300.3020.5215	HUNTINGTON CULINARY	11336	12/01/2022	10/17-10/21 CI & CII NUTR PRGM	290.40
06.0300.3010.5215	HUNTINGTON CULINARY	11336	12/01/2022	10/24-10/28 CI & CII NUTR PROGRAM	3,593.75
06.0300.3020.5215	HUNTINGTON CULINARY	11336	12/01/2022	10/24-10/28 CI & CII NUTR PROGRAM	302.50
06.0300.3010.5215	HUNTINGTON CULINARY	11336	12/01/2022	10/31-11/4 CI & CII NUTR PRGM	3,938.75
06.0300.3020.5215	HUNTINGTON CULINARY	11336	12/01/2022	10/31-11/4 CI & CII NUTR PRGM	308.55
01.0150.1510.5204	INGRID AGUILAR	11337	12/01/2022	NOV'22 COM SVC COMMISSION MTG	100.00

01.0160.1610.5520	INNER-COOL CORP	11338	12/01/2022	10/24 AC #11 SVCS REPAIR/CCTR	232.13
01.0150.1510.5204	ISRAEL ALACIO	11339	12/01/2022	NOV'22 COM SVC COMMISSION MTG	100.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	11340	12/01/2022	TEMPORARY NO PARKING SIGNS	220.50
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	11341	12/01/2022	SEPT'22 IND WASTE PRGM SVCS	5,025.00
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	11341	12/01/2022	SEPT'22 NPDES PRGM SVCS	4,930.00
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	11341	12/01/2022	SEPT'22 USED OIL RECYCLING	210.00
01.0100.1050.5936	JOSE BRAVO	11342	12/01/2022	LIVESCAN REIMBURSEMENT	25.00
01.0000.0000.4512	JOSHUA JASSO-ORTEGA	11343	12/01/2022	FORFEIT & REGISTRATION FEE REIMBURSE	420.00
01.0000.0000.4512	JULIO SOLANO	11344	12/01/2022	FORFEIT FEE REIMBURSEMENT	70.00
01.0160.1610.5520	LEOVARDO POWDER COATING INC.	11345	12/01/2022	TRASH CAN LIDS/CCTR	35.00
01.0160.1610.5520	LEOVARDO POWDER COATING INC.	11345	12/01/2022	TRASH CAN LIDS/MVD	490.00
01.0160.1620.5520	LEOVARDO POWDER COATING INC.	11345	12/01/2022	TRASH CAN LIDS/SCTR	105.00
01.0170.1710.5520	LIBERTY FLAG & SPECIALTY CO.	11346	12/01/2022	FLAGS/ CITY HALL	676.90
01.0000.0000.4554	MARIAH LUNA	11347	12/01/2022	DAMAGE DEPOSIT REFUND/CCTR	50.00
01.0100.1050.5936	MARK MARTINEZ	11348	12/01/2022	LIVESCAN REIMBURSEMENT	25.00
01.0170.1710.5520	MARTINEZ PUMPING SERVICE, INC	11349	12/01/2022	ROOTER SERVICE DRAIN CLEAN/CHALL	225.00
01.0000.0000.4512	MICHAEL MONTENEGRO	11350	12/01/2022	FORFEIT FEE REIMBURSEMENT	70.00
01.0151.1546.5210	MIGUEL ANGEL GARCIA	11351	12/01/2022	12/17 SANTA CLAUSE SVCS - TOY GIVEAWAY	600.00
01.0000.0000.4554	NADIA LOPEZ	11352	12/01/2022	MVDG DAMAGE DEP RFND	50.00
01.0140.1440.5273	NEFTALI CORTEZ	11353	12/01/2022	OCT'22 FORECLOSURE REGISTRATION FEE	230.00
01.0170.1710.5406	OFFICE DEPOT	11354	12/01/2022	OFFICE SUPP	202.35
01.0100.1020.5405	OFFICE DEPOT	11354	12/01/2022	ADMIN SUPPLIES	95.84
01.0151.1543.5952	PRINT XPRESSIONS	11355	12/01/2022	5K PARTICIPANT SHIRTS	2,346.23
01.0170.1710.5916	QUADIENT LEASING USA, INC.	11356	12/01/2022	POSTAGE CHARGES	42.30
01.0100.1050.5936	RAY RAMOS	11357	12/01/2022	2022 BOOT ALLOWANCE	200.00
01.0100.1040.5922	RED DOT UNIFORMS	11358	12/01/2022	STAFF SHIRTS/ COUNCIL & CITY ADMIN	727.65
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	11359	12/01/2022	OCT'22 BUS PASSES	233.10
01.0100.1050.5936	RELIANT URGENT CARE	11360	12/01/2022	OCT'22 COVID TESTING #505	220.00
01.0000.0000.4508	RICHARD ALVAREZ	11361	12/01/2022	NOV'22 MINI CENTER REFUND - A. ALVAREZ	40.00
01.0000.0000.4508	RICHARD ALVAREZ	11361	12/01/2022	NOV'22 MINI CENTER REFUND - E. ALVAREZ	35.00
01.0170.1720.5520	SAFETY-KLEEN SYSTEMS, INC.	11362	12/01/2022	SUMP PUMP/MTNC YARD	1,858.45
01.0140.1430.5919	SAN GABRIEL VALLEY TRIBUNE	11363	12/01/2022	11/3 PUBLISH NOTICES IN SGVT	233.12
01.0140.1430.5919	SAN GABRIEL VALLEY TRIBUNE	11363	12/01/2022	11/17 PUBLISH NOTICES IN SGVT	247.38
01.0151.1541.5215	SAUL GUARDADO	11364	12/01/2022	11/8 BBALL OFFICIALS	172.00
01.0160.1610.5520	SMARDAN SUPPLY	11365	12/01/2022	TOILET REPAIR KIT/CCTR	64.78
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS, INC	11366	12/01/2022	CONCRETE PALLET/SIDEWALK REPAIR	332.19
02.0170.1760.5520	SOUTHEAST CONSTRUCTION PRODUCTS, INC	11366	12/01/2022	SPRAY PAINT/ BUS SHELTERS	96.18
01.0140.1100.5406	SPARKLETTES	11367	12/01/2022	OCT'22 WATER SVCS	23.48
01.0140.7020.5406	SPARKLETTES	11367	12/01/2022	OCT'22 WATER SVCS	23.48
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11368	12/01/2022	CI NUTR PRGM TORTILLAS	17.45
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	11368	12/01/2022	CII NUTR PRGM TORTILLAS	54.89
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11368	12/01/2022	CI NUTR PRGM TORTILLAS	15.96
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11368	12/01/2022	TORTILLAS FOR NUTR PRGM	35.23
01.0151.1542.5952	SUPERIOR WAREHOUSE GROCERS	11368	12/01/2022	BOXING SHOW/ TURKEY GIVEAWAYS	1,168.12
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	11369	12/01/2022	OCT'22 NEWSLETTER	4,846.77
01.0100.1040.5922	THE SAUCE CREATIVE SERVICES CORP.	11369	12/01/2022	FLYER & IG POST/SANTAS DRIVE THRU	300.00
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	11370	12/01/2022	OCT'22 CONSULTING SVCS	6,750.00
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	11370	12/01/2022	NOV'22 CONSULTING SVCS	6,750.00
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	11371	12/01/2022	JAN'21 PJT MGMT #252	1,812.50
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	11371	12/01/2022	JULY'22 PJT MGMT SVCS #294	9,411.50
68.0900.9080.5974	TRANSTECH ENGINEERING, INC.	11371	12/01/2022	JULY'22 PJT MGMT SVCS #140	3,006.25
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11371	12/01/2022	AUG'22 PJT MGMT SVCS #295	2,210.00
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	11371	12/01/2022	AUG'22 PJT MGMT SVCS #294	20,199.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	11371	12/01/2022	AUG'22 PJT MGMT #140	4,833.00
01.0130.1310.5215	TRUSAIC	11372	12/01/2022	OCT'22 ACA MONTHLY	1,020.00
01.0130.1310.5215	TRUSAIC	11372	12/01/2022	NOV'22 ACA MONTHLY	1,020.00
92.0000.0000.6125	U.S. BANK	11373	12/01/2022	REFUNDING BOND ADMIN FEE	2,100.00
01.0170.1020.5520	ULINE	11374	12/01/2022	MASKS/ GLOVES/ TRASH BAGS/STOR TOTES	2,690.55
01.0000.0000.4512	VACCO INDUSTRIES, INC.	11375	12/01/2022	FORFEIT FEE REIMBURSEMENT	70.00
01.0170.1710.5520	WATER CHEMISTS, DIV. OF CCI CHEMICAL	11376	12/01/2022	OCT'22 H2O TREATMENT	200.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	11377	12/01/2022	10/25 JANITORIAL SUPPLIES	7,280.67
02.0170.1760.5215	WEST COAST ARBORISTS, INC	11378	12/01/2022	9/16-9/30 TREE TRIMMING	2,645.90
01.0150.1530.5952	WINNER INTERNATIONAL INC.	11379	12/01/2022	HALLOWEEN & THANKSGIVING BALLOONS	76.35
01.0170.1770.5525	WINZER	11380	12/01/2022	WD40 & BREAK CLEANER	213.58
02.0170.1760.5540	ZUMAR	11381	12/01/2022	STOP SIGN FLASHING LIGHTS	2,824.36
01.0100.1010.5914	EM/SEM CHAMBER OF COMMERCE	11382	12/05/2022	10/1-12/31 QUARTERLY DUES	2,500.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	11383	12/05/2022	PPE: 11/26/22	4,865.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	11384	12/05/2022	R. RODRIGUEZ FTB GARNISHMENT 11/26/22	422.04
01.0150.1530.6020	A & C BILLARDS & BARSTOOLS	11385	12/06/2022	BILLARD POOL TABLES FOR THE SENIOR CENTER	9,523.22
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CI PRGM	235.43
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CII PRGM	26.15
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CI PRGM	265.77
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CII PRGM	29.53
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CI PRGM	195.00
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CII PRGM	21.66
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CI PRGM	136.05
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CII PRGM	15.11
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CI PRGM	231.14
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11386	12/06/2022	FOOD SUPPLIES FOR CII PRGM	25.68

01.0151.1546.5210	SNOW PROS	11387	12/06/2022	LARGE SNOW PACKAGE WITH SLED RUN	4,932.40
01.0150.1530.6020	A & C BILLARDS & BARSTOOLS	11388	12/06/2022	POKER TABLE/GAME ROOM	547.50
01.0150.1540.5954	ABSOLUTE SECURITY INTERNATIONAL	11389	12/06/2022	10/15 SECURITY CHARGES	245.04
01.0000.0000.4512	ADRIAN ROZUK	11390	12/06/2022	REIMB/ YOUTH BASKETBALL LEAGUE	55.00
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	11391	12/06/2022	DEPT SUPPLIES	9.90
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	11391	12/06/2022	DEPT SUPPLIES	32.05
01.0140.7020.5406	AMAZON CAPITAL SERVICES, INC	11391	12/06/2022	DEPT SUPPLIES	7.71
01.0151.1546.5406	AMAZON CAPITAL SERVICES, INC	11391	12/06/2022	CHRISTMAS WISH TOY GIVEAWAY DECOR	189.56
01.0150.1530.6020	AMAZON CAPITAL SERVICES, INC	11391	12/06/2022	LIGHTS/BILLARDS ROOM	749.66
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	11391	12/06/2022	CRAFT SUPP/ DECEMBER CRAFT	50.70
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11391	12/06/2022	FALL CAMP PRGM SUPP	174.12
01.0151.1546.5406	AMAZON CAPITAL SERVICES, INC	11391	12/06/2022	CHRISTMAS WISH TOY GIVEAWAY DECOR	104.72
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	11391	12/06/2022	THANKSGIVING SUPP/ LUNCHEON	115.47
01.0151.1542.5952	BROTHERS AWARDS & TROPHIES	11392	12/06/2022	MEDALS/ THANKSGIVING BOXING SHOW	264.00
01.0100.1020.5932	CHARTER COMMUNICATIONS	11393	12/06/2022	11/16-12/15 CABLE SVCS	299.59
38.0900.9000.5968	DYNALECTRIC L.A.	11394	12/06/2022	OCT-NOV'22 SANTA/LING SIGNAL #294	1,806.51
40.0900.9000.5968	DYNALECTRIC L.A.	11394	12/06/2022	OCT-NOV'22 SANTA/LING SIGNAL #294	16,258.57
01.0140.1430.5406	EL MONTE PRINTING	11395	12/06/2022	BUSINESS CARDS/ G, ARREOLA	49.61
01.0120.1210.5908	GLADWELL GOVERNMENTAL SERVICES, INC	11396	12/06/2022	11/9 RECORDS MGMT TRAINING/STAFF	1,150.00
01.0100.1050.5936	GUILLERMO ARREOLA	11397	12/06/2022	LIVESCAN REIMBURSEMENT	25.00
06.0300.3010.5215	HUNTINGTON CULINARY	11398	12/06/2022	11/14-11/18 CI & CII NUTR PRGM	3,651.25
06.0300.3020.5215	HUNTINGTON CULINARY	11398	12/06/2022	11/14-11/18 CI & CII NUTR PRGM	332.75
06.0300.3010.5215	HUNTINGTON CULINARY	11398	12/06/2022	11/7-11/11 CI & CII NUTR PRGM	3,018.75
06.0300.3020.5215	HUNTINGTON CULINARY	11398	12/06/2022	11/7-11/11 CI & CII NUTR PRGM	266.20
06.0300.3010.5215	HUNTINGTON CULINARY	11398	12/06/2022	11/21-11/25 CI & CII NUTR PRGM	3,191.25
06.0300.3020.5215	HUNTINGTON CULINARY	11398	12/06/2022	11/21-11/25 CI & CII NUTR PRGM	266.20
01.0140.1430.5215	JAMES GAILE FUNK	11399	12/06/2022	NOV'22 PLANNING CONSULTING SVCS	6,311.70
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	11400	12/06/2022	NOV'22 PC MEETING	150.00
01.0140.1410.5204	KENNETH EUEKHEANG TANG	11401	12/06/2022	NOV'22 PC MEETING	150.00
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11402	12/06/2022	OCT'22 LAW ENFORCEMENT SVCS	309,319.36
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11402	12/06/2022	OCT'22 SPL ASSIGN DEPUTY	100,428.32
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11402	12/06/2022	OCT'22 GRANT SPL ASSIGN DEPUTY	17,604.75
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	11402	12/06/2022	OCT'22 LIABILITY INSURANCE	47,008.77
01.0140.1410.5204	LARRY RODRIGUEZ	11403	12/06/2022	NOV'22 PC MEETING	150.00
01.0140.1410.5204	LEONEL A. BARRERA JR	11404	12/06/2022	NOV'22 PC MEETING	150.00
01.0140.1440.5215	MAIQUES INSPECTION SERVICE	11405	12/06/2022	NOV'22 BUILDING INSPECTION SVCS	5,826.14
01.0151.1543.5952	MARIA PAYAN	11406	12/06/2022	50 DOZEN TAMALES/ TREELIGHTING EVENT	1,200.00
01.0120.1210.5406	OFFICE DEPOT	11407	12/06/2022	OFFICE SUPPLIES	24.21
01.0120.1210.5406	OFFICE DEPOT	11407	12/06/2022	OFFICE SUPPLIES	50.40
01.0100.1020.5405	OFFICE DEPOT	11407	12/06/2022	ADMIN SUPP	17.63
01.0151.1543.5952	PARTY PRONTO	11408	12/06/2022	HARVEST FESTIVAL EQUIPMENT RENTAL	3,332.00
01.0151.1543.5952	PARTY PRONTO	11408	12/06/2022	VETERANS DAY CEREMONY EQUIP RENT	969.00
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	11409	12/06/2022	OCT'22 ADMIN CITE SVCS	364.65
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	11409	12/06/2022	OCT'22 PSO CITATION SVCS	7,768.37
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	11410	12/06/2022	PORTABLE RSTRM/HARVEST FESTIVAL	582.12
01.0160.1620.5520	QUENCH USA, INC.	11411	12/06/2022	DEC'22 WATER FILTER/SCTR	59.96
01.0130.1310.5280	SECTRAN SECURITY INC.	11412	12/06/2022	NOV'22 ARMORED SVCS	173.78
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	11413	12/06/2022	OCT'22 CITATION REVENUE	5,017.00
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	11414	12/06/2022	CII NUTR PRGM FROZEN MEALS	54.89
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11414	12/06/2022	C1 NUTR PRGM TORTILLAS	13.16
01.0151.1543.5952	SUPERIOR WAREHOUSE GROCERS	11414	12/06/2022	BANANAS & APPLES/ TURKEY DASH	135.42
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11414	12/06/2022	PUMPKIN PIE/ THANKSGIVING LUNCHEON	43.96
06.0300.3010.5430	SYSO FOOD SERVICES OF LOS ANGELES	11415	12/06/2022	DINNER ROLLS & PIE/ LUNCHEON	282.00
17.0900.9020.6025	THE ENERGY COALITION	11416	12/06/2022	JULY'22 CONTRACT SVCS	5,150.00
17.0900.9020.6025	THE ENERGY COALITION	11416	12/06/2022	SEPT'22 CONTRACT SVCS	2,225.00
17.0900.9020.6025	THE ENERGY COALITION	11416	12/06/2022	AUG'22 CONTRACT SVCS	2,122.50
17.0900.9020.6025	THE ENERGY COALITION	11416	12/06/2022	AUG'22 RETENTION	(212.25)
17.0900.9020.6025	THE ENERGY COALITION	11416	12/06/2022	SEPT'22 RETENTION	(222.50)
17.0900.9020.6025	THE ENERGY COALITION	11416	12/06/2022	JULY'22 RETENTION	(515.00)
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	11417	12/06/2022	DEC'22 NEWSLETTER	4,846.77
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 ENG SVCS	12,645.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 PJT MGMT SVCS #295	3,234.25
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 PLAN CHECK SVCS	51,788.00
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 PJT MGMT SVCS #294	6,730.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	AUG'22 CDBG PJT MGMT	4,290.00
68.0900.9000.5969	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 LRSP ADMIN SVCS #625	125.00
68.0900.9080.5974	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 PJT MGMT SVCS #140	1,665.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 ENG SVCS RSMD	500.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 ENG SVCS/ BLUE CURB COGSWELL RD	135.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 BLDG OFFICIAL SVCS	1,152.00
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	11418	12/06/2022	SEPT'22 PJT MGMT SVCS #252	1,250.00
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	11419	12/06/2022	AUG'22 GO-LIVE ASSIST	208.00
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	11419	12/06/2022	AUG'22 FINANCIALS ASSIST	65.00
01.0140.1410.5204	VINCENT DIAZ	11420	12/06/2022	NOV'22 PC MEETING	150.00
01.0151.1543.5952	WINNER INTERNATIONAL INC.	11421	12/06/2022	SPECIAL EVENT SUPP	27.57
01.0130.1330.5950	XEROX CORPORATION	11422	12/06/2022	NOV'22 COPIER LEASE	3,095.98
01.0000.0000.4508	YAN J SU	11423	12/06/2022	REIMBURSEMENT/ FALL CAMP	50.00
01.0000.0000.4508	YAN J SU	11423	12/06/2022	REIMBURSEMENT/ FALL CAMP	50.00
44.0800.8010.5525	AUTOZONE	11424	12/06/2022	BATTERY REPLACEMENT #6 ENGINE OIL & FILTER	216.69

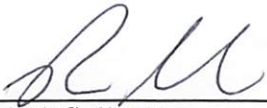
44.0800.8010.5525	AUTOZONE	11424	12/06/2022	BATTERY #6- CREDIT	(182.24)
44.0800.8010.5525	AUTOZONE	11424	12/06/2022	BATTERY #6	184.49
01.0170.1770.5525	AUTOZONE	11424	12/06/2022	ENGINE & OIL FILTERS #2	314.70
01.0170.1770.5525	AUTOZONE	11424	12/06/2022	WINDSHIELD WIPERS #19 & #28	65.31
01.0170.1770.5525	AUTOZONE	11424	12/06/2022	IGNITION COIL CYLINDER #11 & NEW AIR FILTER #7	50.47
01.0170.1770.5525	AUTOZONE	11424	12/06/2022	E CART NEW WIPERS #13	18.78
01.0170.1770.5525	AUTOZONE	11424	12/06/2022	WASHER FLUID WIPERS & REAR TIRE PLUG #31	31.75
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11425	12/06/2022	3/-9/8 SURVEILLANCE SVCS/CHALL	1,965.60
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11425	12/06/2022	3/8-9/8 SURVEILLANCE SVCS/CCTR	2,527.68
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11425	12/06/2022	3/8-9/8 SURVEILLANCE SVCS/MCTR	1,518.54
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11425	12/06/2022	3/14-9/14 SURVEILLANCE SVCS/ NTP, MVD & SKATE PARK	2,616.96
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11425	12/06/2022	11/1-12/1 WIRELESS BRIDGE	680.00
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11425	12/06/2022	ETHERNET CABLES/NEW CAMERAS @CHALL	1,100.00
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11425	12/06/2022	9/29 SERVICE REQUEST/CCTR	125.00
01.0100.1020.5932	CHARTER COMMUNICATIONS	11426	12/06/2022	11/7-12/6 INTERNET SVCS	137.97
01.0170.1770.5525	CITY EL MONTE	11427	12/06/2022	JUNE'17 CNG FUEL #28	69.39
01.0170.1770.5525	CITY EL MONTE	11427	12/06/2022	JULY'20 CNG FUEL #28	65.52
01.0170.1770.5525	CITY EL MONTE	11427	12/06/2022	OCT'22 CNG FUEL #28	37.14
01.0160.1650.5520	COUNTY OF L.A. DEPT PUBLIC HEALTH	11428	12/06/2022	22/23 BACKFLOW ASSEMBLY/NTP	37.00
01.0160.1640.5520	COUNTY OF L.A. DEPT PUBLIC HEALTH	11428	12/06/2022	22/23 BACKFLOW ASSEMBLY/POOL	74.00
01.0170.1720.5520	COUNTY OF L.A. DEPT PUBLIC HEALTH	11428	12/06/2022	22/23 BACKFLOW ASSEMBLY/YARD	37.00
01.0160.1630.5520	COUNTY OF L.A. DEPT PUBLIC HEALTH	11428	12/06/2022	22/23 BACKFLOW ASSEMBLY/MCTR	37.00
01.0160.1660.5520	COUNTY OF L.A. DEPT PUBLIC HEALTH	11428	12/06/2022	22/23 BACKFLOW ASSEMBLY/SHIVELY	37.00
01.0160.1620.5520	COUNTY OF L.A. DEPT PUBLIC HEALTH	11428	12/06/2022	22/23 BACKFLOW ASSEMBLY/SCTR	37.00
44.0800.8010.5525	DWS TIRES	11429	12/06/2022	REPLACEMENT OF REAR TIRES #24	391.17
01.0170.1770.5525	EBERHARD EQUIPMENT	11430	12/06/2022	3 SETS OF BLADES	806.36
01.0170.1710.5520	EWING IRRIGATION	11431	12/06/2022	POTTING SOIL/CITY HALL	59.76
01.0170.1710.5520	EWING IRRIGATION	11431	12/06/2022	POTTING SOIL/CITY HALL	205.89
01.0170.1710.5520	EWING IRRIGATION	11431	12/06/2022	PV ELECTRICAL CAPS/CHRISTMAS TREE	6.58
01.0160.1650.5520	EWING IRRIGATION	11431	12/06/2022	GREEN BOX LID-NTP	73.42
01.0170.1750.5505	EWING IRRIGATION	11431	12/06/2022	TRASH CANS & BUCKET	104.90
01.0160.1610.5520	EWING IRRIGATION	11431	12/06/2022	POTTING SOIL/CCTR	33.91
01.0160.1650.5520	EWING IRRIGATION	11431	12/06/2022	PVC PIPES-NTP	6.20
01.0170.1710.5520	EWING IRRIGATION	11431	12/06/2022	IRRIGATION SUPP/CHALL	74.43
01.0160.1660.5520	EWING IRRIGATION	11431	12/06/2022	EXISTING CYLANOID REPAIR	106.76
01.0160.1650.5520	EWING IRRIGATION	11431	12/06/2022	TURF PAINT-NTP	121.43
01.0170.1750.5505	EWING IRRIGATION	11431	12/06/2022	RECLAIMED WATER SUPP & STCK PROBE #99	481.41
01.0170.1760.5540	GRAINGER	11432	12/06/2022	BRACKETS/STREET POLES	1,256.02
01.0170.1750.5520	HONEYCOTT, INC	11433	12/06/2022	BEEHIVE REMOVAL	140.00
02.0170.1760.5540	INDUSTRIAL PIPE & STEEL	11434	12/06/2022	CABLE/BANNERS ACROSS ST	614.86
01.0170.1710.5520	LEOVARDO POWDER COATING INC.	11435	12/06/2022	VENTRANS WALL POWDER COATING & PAINT	410.00
01.0160.1610.5520	POST ALARM SYSTEMS	11436	12/06/2022	NOV'22 ALARM SVCS/CCTR	45.33
01.0160.1620.5520	POST ALARM SYSTEMS	11436	12/06/2022	NOV'22 ALARM SVCS/SCTR	45.33
01.0160.1630.5520	POST ALARM SYSTEMS	11436	12/06/2022	NOV'22 ALARM SVCS/MCTR	94.33
01.0160.1640.5520	POST ALARM SYSTEMS	11436	12/06/2022	NOV'22 ALARM SVCS/AQUAT	45.33
01.0160.1650.5520	POST ALARM SYSTEMS	11436	12/06/2022	NOV'22 ALARM SVCS/NTP	94.33
01.0160.1670.5520	POST ALARM SYSTEMS	11436	12/06/2022	NOV'22 ALARM SVCS/MVDP	45.33
01.0170.1710.5520	POST ALARM SYSTEMS	11436	12/06/2022	NOV'22 ALARM SVCS/CHALL	121.00
01.0170.1720.5520	POST ALARM SYSTEMS	11436	12/06/2022	NOV'22 ALARM SVCS/YARD	126.00
01.0160.1610.5520	POST ALARM SYSTEMS	11436	12/06/2022	DEC'22 ALARM SVCS/CCTR	45.33
01.0160.1620.5520	POST ALARM SYSTEMS	11436	12/06/2022	DEC'22 ALARM SVCS/SCTR	45.33
01.0160.1630.5520	POST ALARM SYSTEMS	11436	12/06/2022	DEC'22 ALARM SVCS/MCTR	45.33
01.0160.1640.5520	POST ALARM SYSTEMS	11436	12/06/2022	DEC'22 ALARM SVCS/AQUAT	45.33
01.0160.1650.5520	POST ALARM SYSTEMS	11436	12/06/2022	DEC'22 ALARM SVCS/NTP	94.33
01.0160.1670.5520	POST ALARM SYSTEMS	11436	12/06/2022	DEC'22 ALARM SVCS/MVDP	94.33
01.0170.1710.5520	POST ALARM SYSTEMS	11436	12/06/2022	DEC'22 ALARM SVCS/CHALL	121.00
01.0170.1720.5520	POST ALARM SYSTEMS	11436	12/06/2022	DEC'22 ALARM SVCS/YARD	126.00
01.0170.1770.5525	SRS AUTOMOTIVE	11437	12/06/2022	CATALYTIC CONVERTER REPLACEMENT #11	1,393.40
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	11438	12/06/2022	OCT'22 MNCT TRAFFIC	902.25
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	11438	12/06/2022	OCT'22 CALLOUT SIGNAL	1,704.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	11438	12/06/2022	DURFEE MICHAEL HUNT & PECK - ACCIDENT CALL OUT	5,559.86
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	11438	12/06/2022	DURFEE PECK & RUSH-ACCIDENT CALLOUT	6,382.97
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	11439	12/06/2022	10/9-11/1 CAR WASHES	154.00
44.0800.8010.5525	SUPERKLEEN CARWASH, INC.	11439	12/06/2022	10/9-11/1 CAR WASHES	30.00
01.0170.1710.5520	WATER CHEMISTS, DIV. OF CCI CHEMICAL	11440	12/06/2022	NOV'22 #20 TREATMENT	200.00
02.0170.1760.5215	WEST COAST ARBORISTS, INC	11441	12/06/2022	11/1-11/15 TREE TRIMMING	21,639.75
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11442	12/06/2022	DEC'22 ADMIN	1,080.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11442	12/06/2022	DEC'22 MISC	480.00
17.0900.9020.6025	PASSIVELOGIC INC.	11443	12/06/2022	10% RETENTION	(63.30)
17.0900.9020.6025	PASSIVELOGIC INC.	11443	12/06/2022	JAN'22 CONTRACT SVCS	633.00
17.0900.9020.6025	PASSIVELOGIC INC.	11443	12/06/2022	FEB'22 CONTRACT SVCS	24,408.33
17.0900.9020.6025	PASSIVELOGIC INC.	11443	12/06/2022	10% RETENTION	(2,440.83)
17.0900.9020.6025	PASSIVELOGIC INC.	11443	12/06/2022	10% RETENTION	(338.33)
17.0900.9020.6025	PASSIVELOGIC INC.	11443	12/06/2022	MARCH'22 CONTRACT SVCS	3,383.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/25-11/23 1402 IRR LERMA	2,019.61
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/25-11/23 1819 CENTRAL	653.66
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/25-11/23 1450 LIDCOMBE	3,827.08
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/25-11/23 1500 CENTRAL	812.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/25-11/23 1341 ISLAND/SANTA ANITA	39.14

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/15-11/15 2620 ROSEMEAD	501.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/25-11/23 1450 LIDCOMBE	287.57
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/25-11/23 1530 IRRG CENTRAL	390.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/25-11/23 1415 IRRG SANTA ANITA	607.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/25-11/23 1556 IRRG CENTRAL	324.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11444	12/06/2022	10/15-11/15 2464 ROSEMEAD	140.63
01.0170.1730.5705	SO CAL GAS	11445	12/06/2022	10/31-12/1 1415 SANTA ANITA AVE	1,116.63
01.0000.0000.2224	STANDARD INSURANCE	11446	12/06/2022	DEC'22 LIFE AD&D & SUPPLEMENTAL	488.36
01.0000.0000.2225	STANDARD INSURANCE	11447	12/06/2022	DEC'22 LIFE & AD&D	955.53
01.0130.1330.5215	WINDSTREAM HOLDINGS, INC	11448	12/06/2022	11/18-12/17 CITY PHONES	5,438.67
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000368	11/07/2022	PPE 10/29/22 FEDERAL	896.98
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000368	11/07/2022	PPE 10/29/22 FICA	1,047.32
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000368	11/07/2022	PPE 10/29/22 MEDICARE	244.94
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000369	11/07/2022	PPE 10/29/22 UITAX W/H	5.36
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000369	11/07/2022	PPE 10/29/22 TNG W/H	0.32
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000369	11/07/2022	PPE 10/29/22 STATE W/H	312.42
01.0000.0000.2255	BLUE SHIELD OF CA LIFE & HEALTH	DFT0000370	11/09/2022	NOV'22 VISION INSURANCE	721.50
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000371	11/09/2022	PPE 10/29/22 FEDERAL	23.78
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000371	11/09/2022	PPE 10/29/22 MEDICARE	63.72
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000371	11/09/2022	PPE 10/29/22 FICA	272.44
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000372	11/09/2022	PPE 10/29/22 TNG W/H	0.63
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000372	11/09/2022	PPE 10/29/22 UITAX W/H	10.75
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0000373	11/09/2022	NOV'22 LIFE INSURANCE	1,203.87
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	AFTER SCHOOL PROGRAM EXCURSION	225.50
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	AFTER SCHOOL PROGRAM SUPPLIES	26.54
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	AFTER SCHOOL PROGRAM SUPPLIES	51.14
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	AFTER SCHOOL PROGRAM SUPPLIES	76.18
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	AFTER SCHOOL PROGRAM SUPPLIES	23.05
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	AFTER SCHOOL PROGRAM SUPPLIES	0.44
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	DOMESTIC VIOLENCE WALK SUPP	171.90
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	NEIGHBORHOOD WATCH SUPPLIES	45.47
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HARVEST FESTIVAL SUPPLIES	87.73
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	DOMESTIC VIOLENCE WALK SUPP	251.00
01.0151.1543.6020	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PA EQUIPMENT FOR SPECIAL EVENTS	306.57
01.0151.1543.6020	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PA EQUIPMENT FOR SPECIAL EVENTS	153.29
01.0151.1543.6020	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PA EQUIPMENT FOR SPECIAL EVENTS	602.19
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	COMMUNITY CENTER-PROGRAM SUPP	195.34
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	COMMUNITY CENTER-PROGRAM SUPP	37.00
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	TABLE COVERS/SPECIAL EVENTS	173.20
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	SPECIAL EVENTS/HARVEST FESTIVAL	196.77
01.0151.1543.6020	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PA SYSTEM/SPECIAL EVENTS	323.02
01.0151.1543.6020	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PA SYSTEM/SPECIAL EVENTS	1,686.99
01.0151.1543.6020	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PA SYSTEM/SPECIAL EVENTS	2,189.99
01.0150.1530.5406	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CRAFT SUPP/ HALLOWEEN-CHRISTMAS	131.20
01.0150.1530.5406	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	BATTERIES/ADVISORY MEETING	5.29
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CRAFT SUPPLIES/HALLOWEEN	17.79
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CRAFT SUPPLIES	9.58
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	POPCORN/ MOVIE WEDNESDAYS	24.00
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PRIZES & CHRISTMAS DECORATIONS	172.50
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CHIPS/ MEXICAN IND LUNCHEON	200.00
01.0130.1330.5215	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	OCT'22 INTERNET SVCS	336.85
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	8/3-9/2 CITY CELL SVCS	4,240.68
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	8/3-9/2 TRAN CELL SVCS #414	83.67
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	8/3-9/2 TRAN CELL SVCS #414	50.30
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	8/3-9/2 TRAN CELL SVCS #414	251.02
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	8/3-9/2 TRAN CELL SVCS #414	150.90
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/9 PARKING CHARGES #510	31.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/1 LEAGUE OF CA LUNCH #510	17.25
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/1 LEAGUE OF CA DINNER #510	15.50
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30 LEAGUE OF CA LUNCH #510	4.51
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30 LEAGUE OF CA DINNER #510	2.58
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HOTEL-LATE CHECKOUT CREDIT	(53.88)
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30-10/2 HOTEL CHARGES/CCCA SEMINAR	552.96
01.0140.1430.5406	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	MONTHLY ICLOUD SUBSCRIPTION FEE	2.99
01.0140.1430.5406	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	ISCS MARKETING MATERIAL	20.67
01.0140.1430.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/28-9/30 HOTEL CHARGES/ICSC CONFERENCE	826.26
01.0140.1430.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	ISCS CONFERENCE REGISTRATION FEE	425.00
01.0140.1430.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30 ICSC CONFERENCE MEAL	52.41
01.0140.1430.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/29 ICSC-CONFERENCE MEALS	36.37
44.0800.8010.5525	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	DOT COMPLIANCE GROUP-CREDIT	(199.00)
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/4 MEAL CHARGES/JPIA CONFERENCE #507	41.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30 MEALS/CCCA FALL SUMMIT #508	18.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/6 MEAL CHARGES/ JPIA CONFERENCE #507	58.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30 MEALS/CCCA FALL SUMMIT #507	34.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30 MEALS/CCCA FALL SUMMIT	46.11
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/5 MEAL CHARGES/JPIA CONFERENCE #507	25.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30 MEALS/CCCA FALL SUMMIT #510	32.00
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/5 MEAL CHARGES/JPIA CONFERENCE	24.50
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/6 MEAL CHARGES/ JPIA CONFERENCE	70.31

01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	09/30/10/2 HOTEL CHARGES/CCCA FALL SUMMIT	445.20
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/5 MEAL CHARGES/JPIA CONFERENCE	22.58
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/4-10/5 HOTEL CHARGES/JPIA CONFERENCE	448.61
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/13 MEETING MEAL CHARGES	33.36
01.0100.1050.5932	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	SGV TRIBUNE-MTHLY SUBSCRIPTION	10.00
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	LA TIMES SUBSCRIPTION	15.96
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/3-11/2 ADOBE FOR CITY WEBSITE	9.99
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/4 MEAL CHARGES/JPIA CONFERENCE	58.18
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	STARBUCKS GIFT/ PANELIST ASSISTANCE	10.00
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	STARBUCKS GIFT/ PANELIST ASSISTANCE	10.00
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	STARBUCKS GIFT/ PANELIST ASSISTANCE	10.00
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	STARBUCKS GIFT/ PANELIST ASSISTANCE	10.00
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	09/23-10/22 ZOOM- CITY MNTHLY SUBSCRIPTION	319.90
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	09/27 MEETING MEAL CHARGES	32.54
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/14-10/13 ZOOM SUBSCRIPTION	14.99
01.0150.1530.5406	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	SUPP FOR OCT CRAFT/SENIORS	24.75
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	INSECT ZAPPER/ SENIOR CENTER	171.96
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	FRAUD CHARGE	0.60
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/4-10/3 MNTHLY DIRECT TV	434.23
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CREDIT MEMO APPLIED	(0.60)
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HALLOWEEN LUNCHEON FLYER-SPANISH	2.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HALLOWEEN LUNCHEON FLYER	2.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	DJ CONTROLLER- CREDIT	(174.11)
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	COOLING STATION FLYER	2.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HALLOWEEN DECORATIONS	14.66
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	DJ CONTROLLER/ SENIOR SVCS	174.11
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	STROLLING LIGHTS/SENIOR SERVICES	197.09
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	DIA DE LOS MUERTOS FLYER	2.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	DIA DE LOS MUERTOS FLYER-SPANISH	2.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	END THE LICENSE- FLYER	2.99
06.0300.3010.5430	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	LOCK FOR DONATION BOX/SR NUTR PRGM	10.71
44.0800.8010.5406	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	INSECT REPELLENT/ TRANS STAFF	27.79
44.0800.8010.5406	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	INSECT ZAPPER/ TRANS DISPATCHER OFF	44.09
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	MONTHLY ICLLOUD CHARGE	4.99
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	09/30-10/02 HOTEL CHARGES-LATE CHECKOUT CR	(53.88)
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/5-10/7 HOTEL CHARGES/JPIA CONFERENCE	648.38
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30-10/2 HOTEL CHARGES/CCCA SEMINAR	552.96
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/4-10/5 HOTEL CHARGES/JPIA CONFERENCE	412.81
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CLEANING SVCS/JACKET ADJUSTMENT	32.00
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/24 MEAL CHARGES/DOORDASH	22.31
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/13 CITY COUNCIL MEETING MEALS	215.43
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/27 CITY COUNCIL MEETING MEALS	277.79
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/16 MEAL CHARGES/DOORDASH	37.49
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/24 MEAL CHARGES/DOORDASH	48.55
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/11 MEALS/ CITY COUNCIL MEETING	213.89
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/22 MEAL CHARGES/DOORDASH	37.49
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	10/11 MEALS/MEETING	30.41
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CORNER BAKERY/ HARVARD DAY LEADERSHIP EVNT	1,758.40
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	TABLE CLOTH/ HARVARD DAY	18.73
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	FLORIST SVCS SYMPATHY WREATH	269.50
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	OFF SUPP/ HARVARD DAY LEADERS EVENT	246.84
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CORNER BAKERY/ HARVARD DAY LEADERSHIP EVNT	16.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CITY COUNCIL HOT SPOT	220.00
01.0130.1330.6020	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	IPADS/ CITY COUNCIL MEETING VOTE	1,690.24
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HOT SPOT CHARGES	55.00
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PIZZA/ AFTER SCHOOL PROGRAM	46.23
01.0150.1540.5951	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	CARPET CLEANER/GYM MATS	104.79
01.0151.1542.5499	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PARTICIPANTS SUPPLIES	823.70
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	EVENT LIGHTS	208.52
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	STRAW BAILS/HARVEST FESTIVAL	52.43
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HARVEST FESTIVAL SUPPLIES	283.19
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PARTICIPANTS CANDY BAGS/ HARVEST FESTIVAL	310.87
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HARVEST FESTIVAL SUPPLIES	(100.32)
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HARVEST FESTIVAL SUPPLIES	100.32
01.0151.1543.6020	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PA SYSTEM	502.99
01.0151.1543.6020	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	PA SYSTEM	602.23
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	HOTEL- LATE CHECKOUT CREDIT #508	(53.88)
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000374	11/14/2022	9/30-10/2 HOTEL CHARGES/CCCA SEMINAR #508	552.96
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000375	11/17/2022	PPE 10/29/22 PLAN 685	9,916.98
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000375	11/17/2022	PPE 10/29/22 PLAN 27216	8,651.79
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000375	11/17/2022	PPE 10/29/22 PLAN 23047	798.66
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000376	11/17/2022	PPE 10/29/22 FEDERAL	15,345.39
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000376	11/17/2022	PPE 10/29/22 FICA	21,279.94
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000376	11/17/2022	PPE 10/29/22 MEDICARE	4,976.68
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000377	11/17/2022	PPE 11/12/22 FEDERAL	0.45
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000377	11/17/2022	PPE 11/12/22 FICA	173.92
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000377	11/17/2022	PPE 11/12/22 MED	40.68
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000378	11/17/2022	PPE 11/12/22 STATE W/H	50.00
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000379	11/17/2022	TNG TAX WTHLDNG PPE: 10/29/22	5.30

01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000379	11/17/2022	UI TAX WTHLDNG PPE: 10/29/22	90.06
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000379	11/17/2022	STATE WTHLDNG PPE: 10/29/22	5,114.59
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000380	11/17/2022	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000380	11/17/2022	CASE 200000002135289	720.46
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000380	11/17/2022	CASE 1457313	603.50
01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE WEST	DFT0000381	11/17/2022	PAYMENT #42 TRACTOR LEASE	1,694.67
01.0150.1530.5952	SAM'S CLUB DIRECT	DFT0000382	11/17/2022	HALLOWEEN TREATS/SENIORS	159.18
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000382	11/17/2022	AFTER SCHOOL PROGRAM SUPPLIES	481.21
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000382	11/17/2022	HARVEST FESTIVAL & DV WALK SUPPLIES	648.03
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000382	11/17/2022	NEIGHBORHOOD WATCH SUPPLIES	238.49
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000382	11/17/2022	CANDY/ HARVEST FESTIVAL	252.94
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000382	11/17/2022	PARTICIPANTS SNACKS/HARVARD DAY	550.80
01.0151.1546.5406	SAM'S CLUB DIRECT	DFT0000382	11/17/2022	TOY DRIVE SUPPLIES	145.82
01.0170.1720.5406	SAM'S CLUB DIRECT	DFT0000382	11/17/2022	MEETING SUPPLIES	282.12
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000383	11/17/2022	9/6-10/31 STREET LIGHTS	2,798.64
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000384	11/17/2022	9/9-10/31 STREET LIGHTS	1,899.89
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000385	11/17/2022	9/23-10/31 2028 CENTRAL AVE	293.43
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000386	11/17/2022	9/8-10/16 STREET LIGHTS	4,524.34
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000387	11/17/2022	9/25-10/23 FUEL-CITY TRANSPORTATION	6,061.37
01.0000.0000.2255	BLUE SHIELD OF CA LIFE & HEALTH	DFT0000388	11/30/2022	DEC'22 VISION INSURANCE	638.70
01.0000.0000.2250	CALPERS	DFT0000389	11/30/2022	DEC'22 ACTIVE EMPLOYEE PREMIUM	55,836.93
01.0100.1050.5941	CALPERS	DFT0000389	11/30/2022	DEC'22 ADMIN/FEE ACTIVE	184.26
01.0100.1050.5941	CALPERS	DFT0000389	11/30/2022	DEC'22 ADMIN FEE/RETIRED	17.27
01.0100.1050.5945	CALPERS	DFT0000389	11/30/2022	DEC'22 EMPLOYER SHARE/RETIRED PREMIUM	1,043.00
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000390	11/30/2022	PPE 11/12/22 FEDERAL	14,673.36
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000390	11/30/2022	PPE 11/12/22 FICA	19,266.10
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000390	11/30/2022	PPE 11/12/22 FICA	4,663.74
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000391	11/30/2022	PPE 11/12/22 TNG TAX WTHD'G	3.99
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000391	11/30/2022	PPE 11/12/22 UI TAX WTHD'G	67.92
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000391	11/30/2022	PPE 11/12/22 STATE WTHD'G	4,887.43
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000392	11/30/2022	CASE 200000002163990	100.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000392	11/30/2022	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000392	11/30/2022	CASE 1457313	603.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000392	11/30/2022	CASE 200000002135289	720.46
01.0000.0000.2223	HARTFORD INSURANCE	DFT0000393	11/30/2022	NOV'22 LONG TERM DISABILITY	6,353.54
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	RETURN-CREDIT	(56.89)
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	LIGHT BULBS/FRONT LOBBY	13.06
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	PAINT SUPP/ BOXING GYM	485.25
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	OUTLEX BOXES REPLACEMENT	27.22
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	PAINT SUPP/ BOXING GYM	122.37
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	PAINT SUPP/ BOXING GYM	123.01
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	PA ROOM SUPP/CCTR	152.30
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	SUPP TO ADD OUTLETS/ARIANAS OFF	327.59
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	STRAINERS/KITCHEN	42.65
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	KITCHEN SUPP/SCTR	59.18
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	SUPPLIES/ FIX DAMAGED OUTLET & LIGHTS	87.74
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	TOILET AUGER & DRAIN PLUNGERS	24.69
01.0160.1660.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	TOILET AUGER & DRAIN PLUNGERS	24.69
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	TOILET SEAT/MVDP	40.49
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	TOILET AUGER & DRAIN PLUNGERS	24.70
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	INSECT KILLER/LAWN	31.69
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	SUPPLES/INSTALL MONUMENT FENCE	26.59
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	FLOWERS/VETERANS DAY CELEBRATION	161.80
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	TOILET MOUNT TANK LEVER/YARD	8.19
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	WOOD GLUE/DOOR REPAIR	18.02
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	CHANNEL LOCK	31.69
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	HITCH PIN/BALL & STARTER KIT	70.52
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	SPADE BITS	32.75
01.0170.1750.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	CEMENT MIXER	150.00
01.0170.1750.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	ADDITIONAL CHARGES	98.86
01.0170.1750.5520	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	CEMENT MIXER REFUND	(6.82)
01.0170.1760.5540	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	CONCRETE MIX	33.12
01.0170.1760.5540	HOME DEPOT CREDIT SERVICES	DFT0000394	11/30/2022	CONCRETE MIX	275.64
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000395	11/30/2022	10/17-11/15 1556 CENTRAL AVE	1,583.83
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000396	11/30/2022	10/17-11/15 1824 CENTRAL AVE	613.93
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000397	11/30/2022	10/17-11/15 1530 CENTRAL AVE	1,887.59
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000398	11/30/2022	10/17-11/15 1415 SANTA ANITA	1,365.27
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000399	11/30/2022	BABY LAB & AFTER SCHOOL PRGM SUPP	50.54
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000399	11/30/2022	BABY LAB & AFTER SCHOOL PRGM SUPP	172.03
Grand Total:					1,283,865.81

Authorization Signatures

A handwritten signature in dark ink, appearing to read 'R Salas', written over a horizontal line.

Rene Salas, Interim City Manager



City Council Agenda Report

Agenda Item No. 7.d.

DATE: December 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-92, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(e) *ET SEQ.* FOR THE PERIOD OF DECEMBER 13, 2022 THROUGH JANUARY 11, 2023

SUMMARY: On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-92, proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of December 13, 2022 through January 11, 2023.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-92, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period from December 13, 2022 through January 11, 2023.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: In March 2020, at the onset of the COVID-19 pandemic, Governor Newsom proclaimed a State of Emergency in California, and issued Executive Order N-25-20 to facilitate the ability of legislative bodies to meet using virtual platforms to comply with health orders. Since that time, several other Executive Orders have been issued that further modified the requirements related to the conduct of teleconference meetings and the right of public participation during the State of Emergency. The Executive Orders collectively operated to remove certain requirements for teleconference meetings, including that each teleconference location be accessible to the public, and that members of the public be able to address the legislative body at each teleconference location.

The Executive Orders allowed the City Council and each of the City's legislative bodies, commissions, and committees subject to the Brown Act to modify how meetings were conducted to protect the health and safety of the legislative bodies, staff, and the public, while ensuring transparency and accessibility for open and public meetings. However, those executive orders expired on October 1, 2021.

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021, to correspond to the timing of expiration of the executive orders.

AB 361 allows legislative bodies to continue to utilize remote/virtual platforms for meetings during a State of Emergency proclaimed by the Governor, provided that one of the following three criteria is met with respect to the meeting:

- i) State or local officials have imposed or recommended measures to promote social distancing;
- ii) The legislative body is meeting for the purpose of determining, by majority vote, whether as a result of the State of Emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- iii) The legislative body has previously determined, by majority vote, that, as a result of the State of Emergency, meeting in person would present imminent risks to the health or safety of attendees.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed State of Emergency by the Governor (e.g., wildfires) and the City Council can make at least one of the enumerated findings.

On October 26, 2021, City Council adopted Resolution No. 21-69 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of October 26 through November 25, 2021. To avoid a lapse in time between meetings and the effective date of Resolution No. 21-69, on November 9, 2021, City Council adopted Resolution No. 21-72 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of November 9 through December 9, 2021. Since then, City Council has adopted the following resolutions authorizing the same: Resolution No. 21-78 adopted on December 14, 2021 for the period of December 14, 2021 through January 12, 2022; Resolution No. 22-02 adopted on January 11, 2022 for the period of January 11, 2022 through February 9, 2022; Resolution No. 22-11 adopted February 8, 2022 for the period of February 8, 2022 through March 9, 2022; Resolution No. 22-18 adopted March 8, 2022 for the period of March 8, 2022 through April 6, 2022; Resolution No. 22-23 adopted April 12, 2022 for the period of April 12, 2022 through May 12, 2022; Resolution No. 22-33 adopted May 10, 2022 for the period May 10, 2022 through June 8, 2022; Resolution No. 22-39 adopted June 14, 2022 for the period of June 14, 2022 through July 13, 2022; Resolution No. 22-54 adopted July 12, 2022 for the period of July 12, 2022 through August 10, 2022; Resolution No. 22-66 adopted August 2, 2022 for the period through August 31, 2022; Resolution No. 22-72 adopted September 13, 2022 for the period through October 12, 2022; Resolution No. 22-82 adopted October 11, 2022 for the period through November 9, 2022 and Resolution 22-87 adopted November 9, 2022 for the period through December 8, 2022.

In large part due to the Omicron variant, there has been a sharp surge of Covid-19 cases

since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many countries, including some that are facing renewed surges in cases and increased hospitalizations.

In light of the continuing COVID-19 emergency, and the continued threats to health and safety posed by indoor meetings with large attendance, staff recommends adoption of the proposed resolution making the findings required to invoke AB 361. Doing so will allow the meetings of the City Council and each of the City's legislative bodies to continue to occur by teleconference, without adhering to the teleconferencing requirements set out in Government Code Section 54953(b)(3) that would otherwise apply absent invocation of AB 361.

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

ATTACHMENT(S):

- A. Resolution No. 22-92

RESOLUTION NO. 22-92

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
PROCLAIMING A LOCAL EMERGENCY PERSISTS AND
AUTHORIZING THE USE OF REMOTE TELECONFERENCE
MEETING PROCEDURES BY THE CITY'S LEGISLATIVE
BODIES, AS AUTHORIZED BY GOVERNMENT CODE
SECTION 54953(e) *ET SEQ.*, FOR THE PERIOD OF
DECEMBER 13, 2022 THROUGH JANUARY 11, 2023

WHEREAS, the City Council of the City of South El Monte is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies (as that term is defined in Government Code section 54952, including commissions, boards and committees subject to the Brown Act); and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code section 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, also on March 4, 2020, the County of Los Angeles followed suit and declared the existence of a state of emergency for the County of Los Angeles; and

WHEREAS, on March 12, 2020, out of an abundance of caution to protect the health, safety, and welfare of the community, the Mayor of the City of South El Monte proclaimed a local emergency due to the public health threat caused by COVID-19; and

WHEREAS, the Mayor's proclamation found that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the South El Monte Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 20-24, ratifying the proclamation of a local emergency in response to COVID-19; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing, County officials are requiring masking in an effort to slow the continuously high level of transmission of COVID-19 throughout Los Angeles County, and the Centers for Disease Control and Prevention ("CDC") continue to recommend physical distancing; and

WHEREAS, in large part due to the Omicron variant, there has been a sharp surge of Covid-19 positive cases since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many countries, including some that are facing renewed surges in cases and increased hospitalizations; and

WHEREAS, the Council hereby finds that such emergency conditions persist in the City, such that meeting in person for the meetings of the legislative bodies of the City would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the Council hereby finds that the state of emergency due to the COVID-19 virus and the conditions related thereto has caused, and will continue to cause, conditions of extreme peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and thereby affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City, and ratifies the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, the Council hereby finds that, as a consequence of the existing local emergency, the legislative bodies of the City shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, the Council affirms that the City will allow for observation and participation by Councilmembers, members of the City's legislative bodies, and the public by allowing public participation and comment in real time via Zoom or by telephone, as well as allowing limited in-

person attendance for certain legislative bodies of the City, as will be duly indicated in the agendas of the legislative bodies, respectively, in an effort to protect the constitutional and statutory rights of all attendees.

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

Section 1. The Recitals set forth above are true and correct and are incorporated herein Resolution by reference.

Section 2. The Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City, and affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City.

Section 3. The Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Further, the Council finds that holding the meetings of the City's legislative bodies in person with no limitations to attendance would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance, and that the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing in connection with the COVID-19 emergency, as required by Government Code section 54953(e) *et seq.*

Section 5. The Interim City Manager and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings via teleconference in accordance with Government Code section 54953(e) *et seq.* and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 11, 2023, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies (as that term is defined in Government Code §54952, including commissions, boards and committees subject to the Brown Act) of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 13th day of December, 2022.

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. 22-92, was duly passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 13th day of December, 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.e.

DATE: December 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF THE CITY'S 2023 SPECIAL EVENTS CALENDAR

SUMMARY: The City's 2023 Events Calendar includes recommended dates and locations for the City-sponsored events held by the Community Services Department. All scheduled events are subject to modifications, date changes, or cancelations.

RECOMMENDED ACTION: Staff recommends City Council consider and approve the City's 2023 Special Events Calendar.

FISCAL/FINANCIAL IMPACT: Funding for the events scheduled from January 1, 2023 to June 30, 2023 is included in the City's approved Fiscal Year (FY) 2022/2023 Special Events budget in the projected amount of \$50,000. The events scheduled from July 1, 2023 to December 31, 2023 will be discussed during budget sessions for (FY) 2023/2024.

DISCUSSION: The City's 2023 Special Events Calendar includes City-sponsored events and Senior Services luncheons. Please find attached the 2023 Special Events Calendar that details the event, date, location and host for each event.

ATTACHMENT(S):

A. City's 2023 Special Events Calendar



Community Services 2023 Special Events Calendar and Senior Luncheons

Date	Day	Special Event	Location	Host
First Saturday of the month between March and August	Saturday	Community Bike Rides	Community Center	Parks & Recreation
January 18, 2023	Thursday	Lunar New Year Luncheon	Senior Center	Senior Services
February 14, 2023	Tuesday	Valentine's Day Luncheon	Senior Center	Senior Services
March 11, 2023	Saturday	Baby Pageant	Community Center	Parks & Recreation
March 14, 2023	Tuesday	South El Monte Job Fair	Community Center	Parks & Recreation
March 17, 2023	Friday	St. Patrick's Day Luncheon	Senior Center	Senior Services
April 7, 2023	Friday	Easter Luncheon	Senior Center	Senior Services
April 8, 2023	Saturday	Easter Pancake Breakfast	City Hall Front Lawn	Parks & Recreation
April 19, 2023	Wednesday	Volunteer Appreciation Dinner	Senior Center	Senior Services
May 4, 2023	Thursday	Cinco de Mayo Festival	Community Center	Parks & Recreation
May 4, 2023	Thursday	National Day of Prayer	Community Center	Parks & Recreation
May 5, 2023	Friday	Cinco De Mayo Luncheon	Senior Center	Senior Services
May 12, 2023	Friday	Mother's Day Luncheon	Senior Center	Senior Services
May 29, 2023	Monday	Memorial Day Ceremony	City Hall Front Lawn	Parks & Recreation
June 8, 2023	Thursday	1 st Summer Concert	City Hall Front Lawn	Parks & Recreation
June 15, 2023	Thursday	1 st Movie in the Park	Mary Van Dyke Park	Parks & Recreation
June 16, 2023	Friday	Father's Day Luncheon	Senior Center	Senior Services

June 22, 2023	Thursday	2 nd Summer Concert	City Hall Front Lawn	Parks & Recreation
July 1, 2023	Saturday	Fourth of July Festival	New Temple Park	Parks & Recreation
July 3, 2023	Saturday	Fourth of July Luncheon	Senior Center	Senior Services
July 13, 2023	Thursday	3 rd Summer Concert	City Hall Front Lawn	Parks & Recreation
July 20, 2023	Thursday	2 nd Movie in the Park	Mary Van Dyke Park	Parks and Recreation
July 27, 2023	Thursday	4 th Summer Concert	City Hall Front Lawn	Parks and Recreation
August 3, 2023	Thursday	National Night Out & 3 rd Movie in the Park	Mary Van Dyke Park	Parks and Recreation
August 10, 2023	Thursday	5 th Summer Concert	City Hall Front Lawn	Parks & Recreation
August 24, 2023	Thursday	6 th Summer Concert	City Hall Front Lawn	Parks & Recreation
August 30, 2023	Wednesday	Senior Citizen's Prom	Senior Center	Senior Services
September 8, 2023	Friday	Grandparent's Day Luncheon	Community Center Gym	Senior Services
September 11, 2023	Monday	9/11 Memorial Ceremony	Community Center Gym	Parks & Recreations
September 15, 2023	Friday	Mexican Independence Day Luncheon	Senior Center	Senior Services
September 16, 2023	Saturday	Fire Station 90 Appreciation Day	City Hall Front Lawn	Parks & Recreation
October 19, 2023	Thursday	Walk to End Domestic Violence	City Hall Front Lawn	Parks & Recreation
October 28, 2023	Saturday	Harvest Festival	City Hall Front Lawn	Parks & Recreation
October 31, 2023	Tuesday	Halloween Luncheon	Senior Center	Senior Services
November 8, 2023	Wednesday	Veterans Day Luncheon	City Hall Front Lawn	Parks & Recreation
November 11, 2023	Saturday	Veterans Day Ceremony	City Hall Front Lawn	Parks & Recreation
November 18, 2023	Saturday	Turkey Dash 5k and 1k Trot	City Hall Front Lawn	Parks & Recreation
November 20, 2023	Tuesday	Thanksgiving Day Luncheon	Senior Center	Senior Services
December 7, 2023	Thursday	Tree Lighting Ceremony	City Hall Front Lawn	Parks & Recreation

December 16, 2023	Saturday	Christmas Wish Toy Giveaway	Community Center	Parks & Recreation
December 20, 2022	Wednesday	Christmas Luncheon	Senior Center	Senior Services
December 18 th -20 th	M/T/W	Santa Coming to Town	Around City	Parks & Recreation
December 27, 2022	Wednesday	New Year's Day Luncheon	Senior Center	Senior Services



City Council Agenda Report

Agenda Item No. 7.f.

DATE: December 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-93, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION FOR THE SANTA ANITA AVENUE AND KLINGERMANN STREET, RUSH STREET, AND CENTRAL AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT, FUNDED BY HSIP, HSIPL-5352(019)

SUMMARY: The Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project was completed in compliance with the plans and specifications by KDC Inc. dba Dynaelectric L.A. The Project Scope included installation of traffic signals and lighting to include new poles, foundations, controllers, conduit, traffic striping, curb, gutter, sidewalk and curb ramps at Santa Anita Avenue and Klingerman Street, Santa Anita Avenue and Rush Street and Santa Anita Avenue and Central Avenue intersections. The final cost for the construction work completed by KDC Inc. dba Dynaelectric L.A. is \$877,314.57.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-93, accepting the improvements for the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project;
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

FISCAL/FINANCIAL IMPACT: The project was funded by HSIP and Prop C as a reimbursement grant shown below.

Funding Source	Revenues
HSIP	\$ 492,480
PROP C	475,256
Total	\$ 967,736

The expenditure of this project was accounted for in the following funds, departments, and divisions over the project period as shown below.

Expenditure Accounts	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	Total
68.0900.9010	\$ -	\$35,422	\$ 7,322	\$ 539	\$339,134	\$396,232	\$778,648
38.0900.9000	5,933	3,950	814	21,495	78,412	73,636	184,240
Total	\$ 5,933	\$39,372	\$ 8,135	\$22,035	\$417,546	\$469,868	\$962,888

Because the total cost to complete this project was below the award amount, there is no future fiscal impact expected from this project. The \$85,573 difference between the total project cost of \$962,888 and KDC's total final construction cost of \$877,315 is due to additional cost the City incurred for design, project management, and inspection.

DISCUSSION: On February 16, 2021, staff advertised Notice Inviting Bids for the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project on engineering plan rooms and trade journals.

On March 11, 2021 at 2:00 pm, eight (8) bids were received by the City. Out of eight bids received, KDC Inc. dba Dynaelectric L.A. was found to be the lowest responsive bidder. The bid submitted by KDC Inc. dba Dynaelectric L.A. is in the amount of \$799,782.00.

On April 13, 2021, the City Council awarded the construction contract to KDC Inc. dba Dynaelectric L.A. Inc for \$799,782.00 and approved 10% contingency for a total construction budget of \$879,760.00.

The project scope included installation of traffic signals and lighting to include new poles, foundations, controllers, conduit, traffic striping, curb, gutter, sidewalk and curb ramps at Santa Anita Avenue and Klingerman Street, Santa Anita Avenue and Rush Street and Santa Anita Avenue and Central Avenue intersections. As part of its contract, the Contractor procured traffic signal equipment, which has approximately 6 months of lead time.

In May 2021, KDC Inc. dba Dynaelectric L.A. Inc began construction of the project per plans, specifications and bid documents per contract with the City. The project has been completed within the contract schedule and budget.

ATTACHMENT(S):

- A. Resolution 22-93 - Traffic Signal Improvements (Santa Anita / Central)
- B. Notice of Completion

ATTACHMENT A

RESOLUTION NO. 22-93

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ACCEPTING THE SANTA ANITA AVENUE AND KLINGERMAN
STREET, RUSH STREET, AND CENTRAL AVENUE TRAFFIC
SIGNAL MODIFICATION PROJECT AS COMPLETE AND
AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF
COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

WHEREAS, the final cost for the construction work completed by KDC Inc. dba Dynaelectric L.A. is \$877,314.57, which is within the approved contract amount;

WHEREAS, the project was reviewed by City Staff and it is determined to be completed satisfactorily;

WHEREAS, it is recommended that City Council accept the project as Complete and authorize staff to file the “Notice of Completion” with the County Recorder’s Office for this project.;

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby adopts and approves this resolution accepting the work performed by KDC Inc. dba Dynaelectric L.A. for the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project.

SECTION 2: The City Council hereby authorizes the City Clerk to file a Notice of Completion with the Los Angeles County Recorder.

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2022.

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 certifies that the foregoing Resolution, being Resolution No. 22-93, 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 December, 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

**CITY CLERK
CITY OF SOUTH EL MONTE
1415 Santa Anita Avenue
South El Monte, CA 91733**

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice, pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: CITY OF SOUTH EL MONTE
3. The full address of the owner is: 1415 Santa Anita Avenue, South El Monte, CA 91733
4. The nature of the title is: Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

	NAMES	ADDRESSES
NONE		

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on 09/16/2022. The work was: the Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue Traffic Signal Modification Project.
8. The name of the contractor, if any, for such work of improvement was KDC Inc. dba Dynaelectric L.A. 04/13/2021
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)
9. The property on which the work of improvement was completed is in South El Monte, County of Los Angeles, State of California, and is described as follows: Traffic Signal at Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue.
10. The street address of the property is Santa Anita Ave and Klingerman St, Rush St, and Central Ave
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: _____

CITY OF SOUTH EL MONTE

By: _____

Rene Salas
Interim City Manager

VERIFICATION

I, the undersigned, say: I am the Interim City Manager of the City of South El Monte, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____ (CITY) _____ (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))

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

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 20____, by _____

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

(Seal)

Signature_____



City Council Agenda Report

Agenda Item No. 7.g.

DATE: December 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Guillermo Arreola, Planning Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-94, APPROVING AWARD OF CONTRACT TO BUREAU VERITAS/NORTH AMERICA (BV/NA) FOR BUILDING INSPECTION SERVICES

SUMMARY: On September 29, 2022, the City issued a Request for Proposals (RFP) for Building Inspection Services. Staff reviewed the proposals and determined that of the five firms that submitted proposals, Bureau Veritas North America, Inc. (BVNA) best meets the needs of the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-94, approving award of contract to Bureau Veritas North America, Inc. (BV NA) for Building Inspection services; and
2. Authorize Interim City Manager to negotiate and execute the contract.

FISCAL/FINANCIAL IMPACT: Based on the annual budget for Fiscal Year 2022-2023 (Building & Safety Division), Contract Services has a budget of \$343,000, which includes Plan Check and Building Inspection/Permit Tech services. This budget is based on expected building activity. Funding for BVNA's services will be allocated from this account. The present contract amount for Building Inspection/Permit Tech services is \$93,000. The proposed annual contract with BVNA has a not-to-exceed annual amount of \$105,000.

DISCUSSION: The City is required by State law (Gov' t Code § 4526) to select vendors for architectural, landscape architectural, engineering, environmental services, land surveying, and construction project management services based on demonstrated competence and professional qualifications, rather than competitive bidding, and at fair and reasonable prices. The City used a request for proposal procedure to determine the best qualified vendor for professional services.

The vendors were evaluated based upon three criteria which are consistent with state law: Mandatory Elements that are based on being licensed to practice in California with

expertise and experience, an Oral Presentation/Interview and selection of the highest ranked vendor. Based on demonstrated competence and professional qualifications, BVNA was selected to provide Building Inspection Services. The City wishes to obtain Building Inspection Services under a Professional Services Agreement.

Responses to the RFP were due on October 31, 2022 by 12:00pm, and the City received five proposals from the following companies:

- 1) TRB & Associates
- 2) CSG Consultants, Inc.
- 3) Interwest Consulting Group
- 4) Transtech Engineers, Inc.
- 5) Bureau Veritas North America, Inc.

These five companies were invited to interview with the Interim City Manager, and City staff. Following the interviews, City staff determined that Bureau Veritas North America, Inc. would be best able to provide building inspection services for the City.

The new contract with BVNA will provide the City with plan review at the counter (as needed), review of non-complex plans for code compliance, building inspection services, Permit Technician staff support, Building Official/Designee (as needed) and customer support over the phone, email, and public counter. BVNA will assist with supplementing hours needed for special projects and/or otherwise necessary labor. For example, with on-call services, BVNA's team will be able to assign an inspector or team of inspectors, to assist with 48-hour advance notice.

Report prepared by: Angie Hernandez

ATTACHMENT(S):

- A. Resolution No. 22-94
- B. Professional Services Contract - Bureau Veritas

Attachment A

RESOLUTION NO. 22-94

A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY AND BUREAU VERITAS
NORTH AMERICA (BV/NA), INC. TO PROVIDE BUILDING
INSPECTION SERVICES

THE SOUTH EL MONTE COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, The City issued a Request for Proposals (RFP) for Building Inspection Services on September 29, 2022.

WHEREAS, The City received five proposals by the RFP's due date and, upon reviewing the submitted proposals, all the consultant firms were invited to be interviewed/oral presentation.

WHEREAS, Following the interviews, the interview panel, which consisted of the Interim City Manager, and two City staffers, conferred and agreed that Bureau Veritas North America, Inc. ("BV/NA") is the best qualified vendor based on their professional qualifications to provide Building Inspections services for the City.

WHEREAS, Funding for BV/NA Building Inspection Services will be allocated from the "Contract Services - Private" (01.0140.1440.5210) account under the Building & Safety Division.

**NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY
RESOLVES AS FOLLOWS:**

SECTION 1. The City Council hereby approves an agreement with Bureau Veritas North America, LLC ("BV/NA") for building inspector services for the City, at a not to exceed the annual figure of \$105,000 (the "Agreement"), and shall be for a term of three years with an expiration date of December 13, 2022. The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute the Agreement in substantially the form attached as Attachment B to the December 13, 2022 staff report accompanying this Resolution, subject to the City Attorney's approval. The Council further directs the Interim City Manager to take all actions necessary to effectuate the Agreement.

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

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2022.

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 certifies that the foregoing Resolution, being Resolution No. 22-94, 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 December 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Attachment B

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
BUREAU VERITAS / NORTH AMERICA INC.**

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 13th day of December, 2022, by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“City”) and Bureau Veritas North America Inc. (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Five Thousand Dollars (\$105,000.00) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Trang Q. Huynh, P.E., C.B.O is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Rene Salas, Interim City Manager or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant 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.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that 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 VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue South El Monte, CA 91733, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures On The Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, Interim City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

BUREAU VERITAS NORTH AMERICA, INC.

By:_____
Name: Trang Q. Huynh, P.E., C.B.O
Title: Regional Manager, Southern California

By:_____
Name: Manual "Craig" Baptista
Title: Director of Operations

Address: 220 Technology Drive, Suite 100
Irvine, CA 92618

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A. Perform traditional initial Building Inspection review of submitted plans to determine compliance with construction codes as adopted and amended by the City, including:
 - a. LOS ANGELES COUNTY CODE, TITLE 30, RESIDENTIAL CODE
 - b. LOS ANGELES COUNTY CODE, TITLE 26, BUILDING CODE
 - c. LOS ANGELES COUNTY CODE, TITLE 28, PLUMBING CODE
 - d. LOS ANGELES COUNTY CODE, TITLE 29, MECHANICAL CODE
 - e. LOS ANGELES COUNTY CODE, TITLE 27, ELECTRICAL CODE
 - f. LOS ANGELES COUNTY CODE, TITLE 31, GREEN BUILDING CODE
 - g. LOS ANGELES COUNTY CODE, TITLE 33, EXISTING BUILDING CODE
 - h. CALIFORNIA STATE, TITLE 24
- B. Perform daily inspections; review plans to determine project scope and compliance with adopted codes and standards; maintain accurate records of permits and daily inspections.
- C. Inspect existing buildings and premises for change of use, occupancy or compliance with applicable codes and ordinances; work with the public to ensure structures are safe and ready for occupancy.
- D. Inspect construction projects for compliance with all parts of Title 24 of the California Code of Regulations, including building/ fire codes and standards.
- E. Inspect construction projects for compliance with City codes, design guidelines, planning, and zoning requirements.
- F. Support office staff and provide counter service; respond to questions, return phone calls and emails; input correction notices and case-related comments into an automated data base; file and/or scan documents following field inspections.
- G. Respond to inquiries from the public and contractors regarding codes and other issues with projects, both over the phone and at the public counter.

- H. Assist with the investigation of complaints related to the State building code and City Ordinances, including but not limited to inspections for occupancy permits, structural property maintenance violations, etc.
 - I. Participate in professional/ public meetings and training, as required.
 - J. Assist with plan review at the counter.
 - K. Support the relationship between the City of South El Monte and the general public by demonstrating courteous and cooperative behavior when interacting with visitors, the public and City staff; maintain confidentiality of work-related issues and City information; perform other duties, as required or assigned.
 - L. Follow up to verify corrections for violations are made and takes appropriate action to ensure compliance.
 - M. Clearly notify contractor of code violations with electronic compliance reports at the time of inspection.
 - N. Review non-complex plans for code compliance.
 - O. Evaluate existing buildings, on a complaint basis, for hazardous conditions and initiates abatements procedures per the Los Angeles County Code, Title 33, Existing Building Code and the South El Monte Municipal Code public nuisance abatement procedures when warranted.
 - P. Study technical literature and attend meetings to keep current on applicable codes and code changes as they occur.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A. Monthly invoicing that includes inspections scheduled throughout the previous month.
 - B. Daily inspection schedule—provided to receptionist and city staff.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
- A. Status reports due upon City's request.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Tim Tran, MCP, CBO, CASP, Building Official (Primary)
- B. Trang Huynh, P.E, CBO, Building Official (Alternate)
- C. Luis Mota, Building Inspector
- D. Dwayne Butz, Plans Examiner

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall perform the Services from Exhibit “A” at the rates described in Exhibit “C-1.”**
- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- V. Consultant’s billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT “C-1”

CONSULTANT’S BILLING RATE

		RATE	TIME
A.	Project Manager/Building Official	<u>\$155.00</u>	<u>Per Hour</u>
B.	Senior Plan Review Engineer/Structural Engineer	<u>\$150.00</u>	<u>Per Hour</u>
C.	Plan Review Engineer	<u>\$135.00</u>	<u>Per Hour</u>
D.	Senior ICC Certified Building Inspector	<u>\$110.00-</u> <u>\$125.00</u>	<u>Per Hour</u>
E.	ICC Certified Building Inspector	<u>\$90.00-\$105.00</u>	<u>Per Hour</u>
F.	ICC Certified Plans Examiner	<u>\$120.00</u>	<u>Per Hour</u>
G.	CASp 1 (Plan Review and Inspections)	<u>\$130.00</u>	<u>Per Hour</u>
H.	CASp 2 (ADA Scoping, Design Assessments and ROW Support)	<u>\$150.00</u>	<u>Per Hour</u>
I.	Code Enforcement Officer	<u>\$95.00-\$115.00</u>	<u>Per Hour</u>
J.	Permit Technician	<u>\$65.00-\$80.00</u>	<u>Per Hour</u>
K.	Administrative Support	<u>\$55.00-\$70.00</u>	<u>Per Hour</u>
L.	Crisis Management	<u>\$165.00</u>	<u>Per Hour</u>
M.	Plan Review	<u>\$250.00</u>	<u>Per Plan Review</u>

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

	<u>Days to Perform</u>	<u>Deadline Date</u>
Building/Business License Inspections	Mondays, Wednesdays and, Thursdays	N/A
Building Official Services	As needed	N/A
Additional Services	As needed	N/A

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A. Please follow the accounts payable calendar in order for city to process monthly invoicing.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**