

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



Rene Salas, City Manager
/Executive Director
Donna G. Schwartz, City Clerk
/Secretary
Anthony R. Taylor, City Attorney
/General Counsel
Masami Higa, Director of Finance
/Treasurer

CITY OF SOUTH EL MONTE

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

AGENDA

October 24, 2023, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

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) 652-3180 or (626) 652-3121 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) 652-3180 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) 652-3180
Cell (626) 274-4842

Robert Molina, Interim Deputy City Clerk
Ph (626) 652-3121
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

Councilmembers: Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel, and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Mayor Gloria Olmos

3. INVOCATION

Mayor Gloria Olmos

4. PRESENTATIONS

4.a. Sheriff's Department Report for the Month of September

4.b. Code Enforcement and Public Safety Department Report for the Month of September

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. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 10, 2023

Staff is requesting approval of Minutes for the October 10, 2023 Regular City Council meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the October 10, 2023, Regular City Council meeting.

CONSENT CALENDAR(CONTINUED)

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-97, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 11, 2023, THROUGH OCTOBER 24, 2023

Authorizing payment of City expenditures for the period of October 11, 2023 through October 24, 2023 totaling \$512,079.82

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-97, authorizing payment of City expenditures.

7.c. ADOPTION OF ORDINANCE NO. 1269, REPEALING SOUTH EL MONTE MUNICIPAL CODE TITLE 2 CHAPTER 2.52 TRAFFIC COMMISSION

Staff is recommending dissolution of the Traffic Commission as the ordinance establishing the Commission expired in 1997 and there is no need for such a Commission in the City as further described below. The proposed ordinance would repeal South El Monte Municipal Code Title 2, Chapter 2.52, "Traffic Commission."

RECOMMENDED ACTION: Staff recommends City Council:

1. Waive second reading and adopt Ordinance No. 1269 to repeal Title 2, Chapter 2.52 "Traffic Commission."

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-98, CONSENTING TO THE APPOINTMENT OF JOHN POEHLER AS DIRECTOR OF PUBLIC WORKS AND APPROVAL OF PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT

Staff is asking the City Council to consent to the appointment of John Poehler as Public Works Director and approve his employment contract for services as Public Works Director.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-98, approving the employment agreement between the City and John Poehler for the position of Director of Public Works; and
2. Authorize the City Manager to execute agreement.

7.e. next page.

CONSENT CALENDAR(CONTINUED)

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-100, AUTHORIZING THE CITY MANAGER TO SIGN EXTENSIONS TO ONGOING FACILITY USE AGREEMENTS AND TO ENTER INTO NEW AGREEMENTS FOR THE USE OF CITY FACILITIES

Staff is requesting City Council to authorize the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of city facilities.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-100, authorizing the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of city facilities.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. PUBLIC OUTREACH PRESENTATION AND APPROVAL OF CONCEPT PLANS FOR CIVIC CENTER AND INTERJURISTICTIONAL BICYCLE LANES PROJECT

Staff seeks City Council approval on the concept plans for Civic Center and Interjurisdictional Bicycle Lanes Project to proceed with final design of the project.

RECOMMENDED ACTION: Staff recommends City Council:

1. Receive and file the public outreach presentation for Civic Center and Interjurisdictional Bicycle Lanes Project; and
2. Direct staff to proceed with final design of the proposed improvements.

9.b. DISCUSSION AND DIRECTION CONCERNING SIDEWALK VENDOR LAWS AND POTENTIAL NEW REGULATIONS

The City Attorney's Office and City staff are presenting this item to the City Council so that the Council can review and discuss potential improvements to the regulations for sidewalk vendors in the City. South El Monte Municipal Code ("SEMMC") Chapter 5.09, "Sidewalk Vending," is limited by recent state laws protecting sidewalk vendors. This staff report discusses potential amendments to Chapter 5.09 that could be brought back as an amended ordinance for first reading at a future city council meeting.

RECOMMENDED ACTION: Staff recommends City Council review and discuss existing regulations for sidewalk vendors under SEMMC Chapter 5.09, "Sidewalk Vending," summarized in this report. Consider suggested amendments to Chapter 5.09. Provide direction to staff regarding these suggested amendments and/or provide alternative direction.

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-101, IN SUPPORT OF LAWSUIT FILED BY TWELVE CALIFORNIA CITIES AGAINST ZERO-BAIL POLICY

Consideration and approval of a resolution in support of the lawsuit filed by twelve cities against the Los Angeles Superior Court Zero-Bail policy.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-101, in support of the lawsuit filed by twelve cities against the LA Superior Court zero-bail policy.

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

12.a. COUNCILMEMBER HECTOR DELGADO

1. Discussion on Planning Commission's Decision from the Planning Commission Meeting on October 17, 2023, regarding Resolution No. 23-04, Conditional Use Permit (CUP) No. 23-03.

RECOMMENDATION: Direction and/or action.

12.b. MAYOR GLORIA OLMOS

1. More User Friendly with Business License Process through HdL.

RECOMMENDATION: Direction and/or action.

13. CLOSED SESSION - None

14. RECESS COUNCIL MEETING

15. ANNOUNCEMENT BY THE CITY CLERK (PRIOR TO CONVENING THE SUCCESSOR AGENCY MEETING)

Pursuant to Government Code Section 54952.3, Board Members do not receive any compensation or stipend for attending the Successor Agency meeting.

Successor Agency next page.

Successor Agency Meeting

16. CALL TO ORDER AND ROLL CALL

Board Members: Acosta, Bojorquez, Delgado, Vice Chair Angel, and Chair Olmos

17. APPROVAL OF AGENDA

This is the time for the Board to remove any items from the consent calendar for individual consideration, table, continue, add items, or to make a motion to rearrange the order of this agenda.

18. PUBLIC COMMENTS

Speakers may provide public comments on any matter within the subject matter jurisdiction of the Board, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Board objects, the Chair may provide speakers more or less time to speak. All comments or queries shall be addressed to the Board 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 Board 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.

19. 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 Board during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR SEPTEMBER 26, 2023

Staff is requesting approval of the Minutes of the September 26, 2023 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of September 26, 2023.

19.b. PROPOSED DARK SUCCESSOR AGENCY MEETING DATE

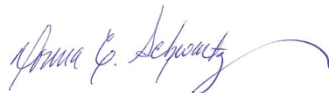
Each year, staff request the Successor Agency consider "going dark" on the fourth Tuesday (second meeting) in November and December due to the Thanksgiving and Christmas holidays. This year, however, the fourth Tuesday (second meeting) in November does not fall on a holiday. Therefore, there will be a city council meeting on November 28, 2023.

RECOMMENDED ACTION: Staff recommends the Board approve going dark on Tuesday, December 26, 2023, due to the Christmas holiday.

- 20. EXECUTIVE DIRECTOR'S AGENDA - None**
- 21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING**
- 22. RECONVENE AND ADJOURN COUNCIL MEETING**

Tuesday, November 14, 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 19th day of October 2023.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Sheriff's Department Report for the Month of September

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Sheriff Department's Presentation

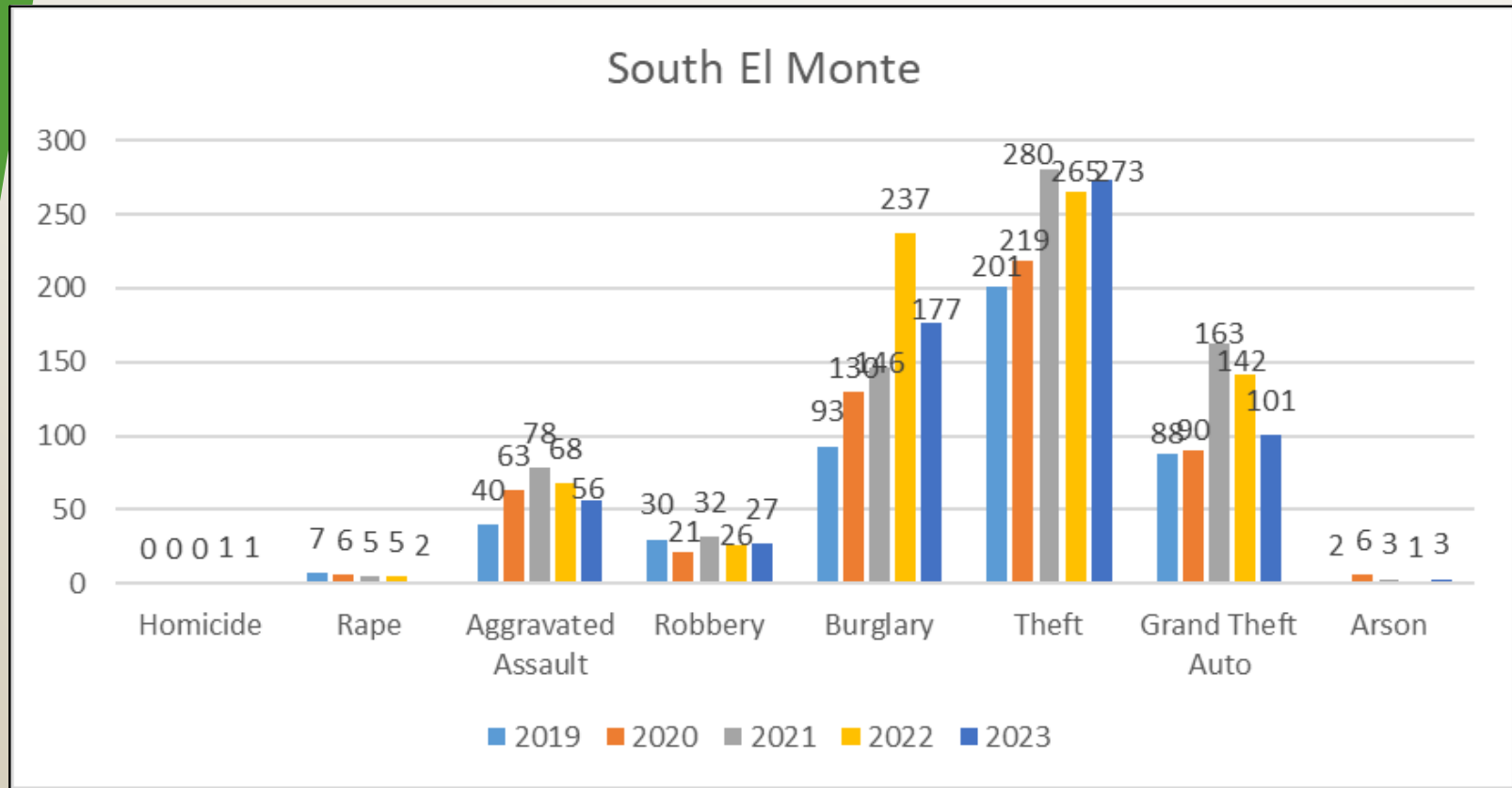
South El Monte September 2023

Crime Statistics



South El Monte

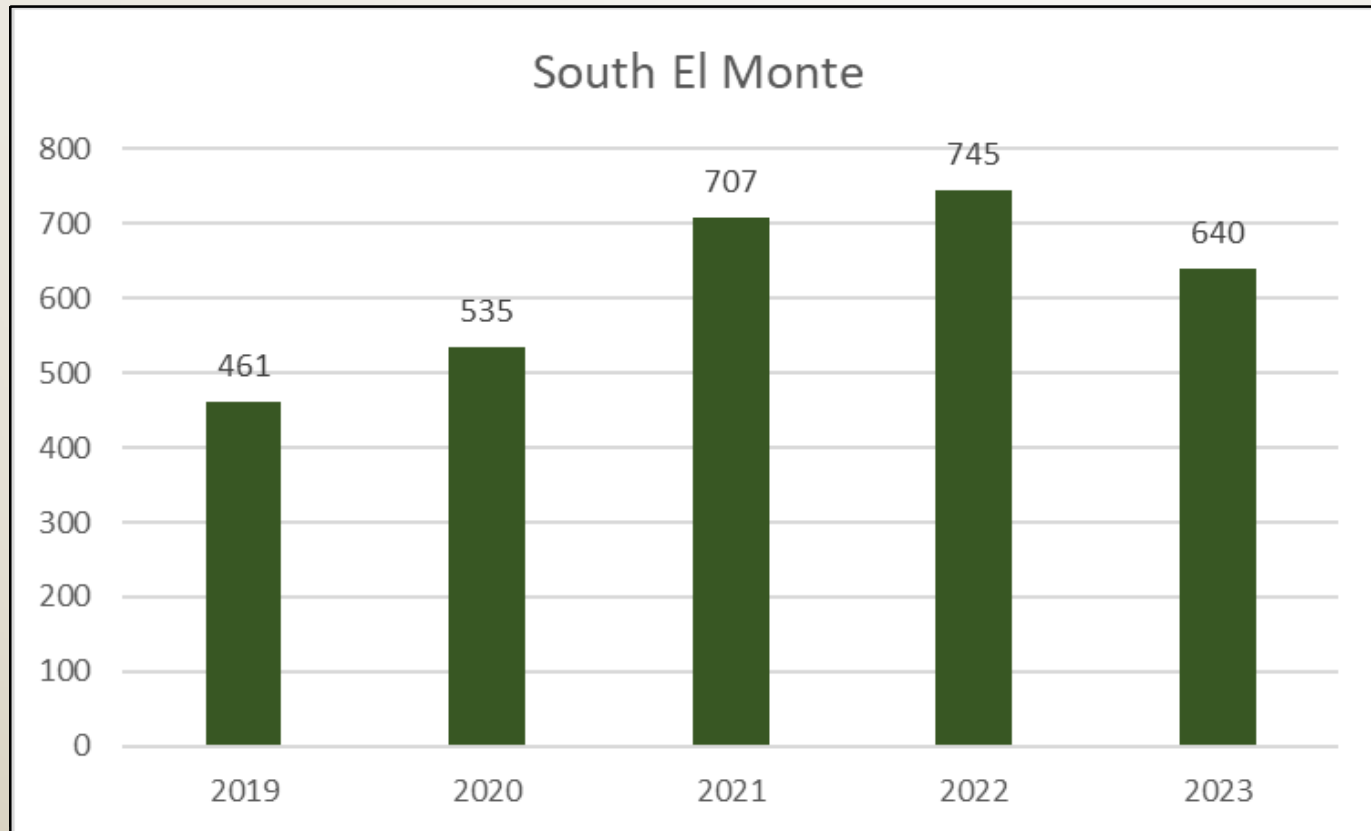
Part I Crime Statistics – September 2019-2023



South El Monte	1 yr % change	4 yr % change
Homicide	0%	NC
Rape	-60%	-71%
Aggravated Assault	-18%	40%
Robbery	4%	-10%
Burglary	-25%	90%
Theft	3%	36%
Grand Theft Auto	-29%	15%
Arson	200%	50%
Total	-14%	39%

South El Monte

Part I Crime Statistics – September 2019-2023



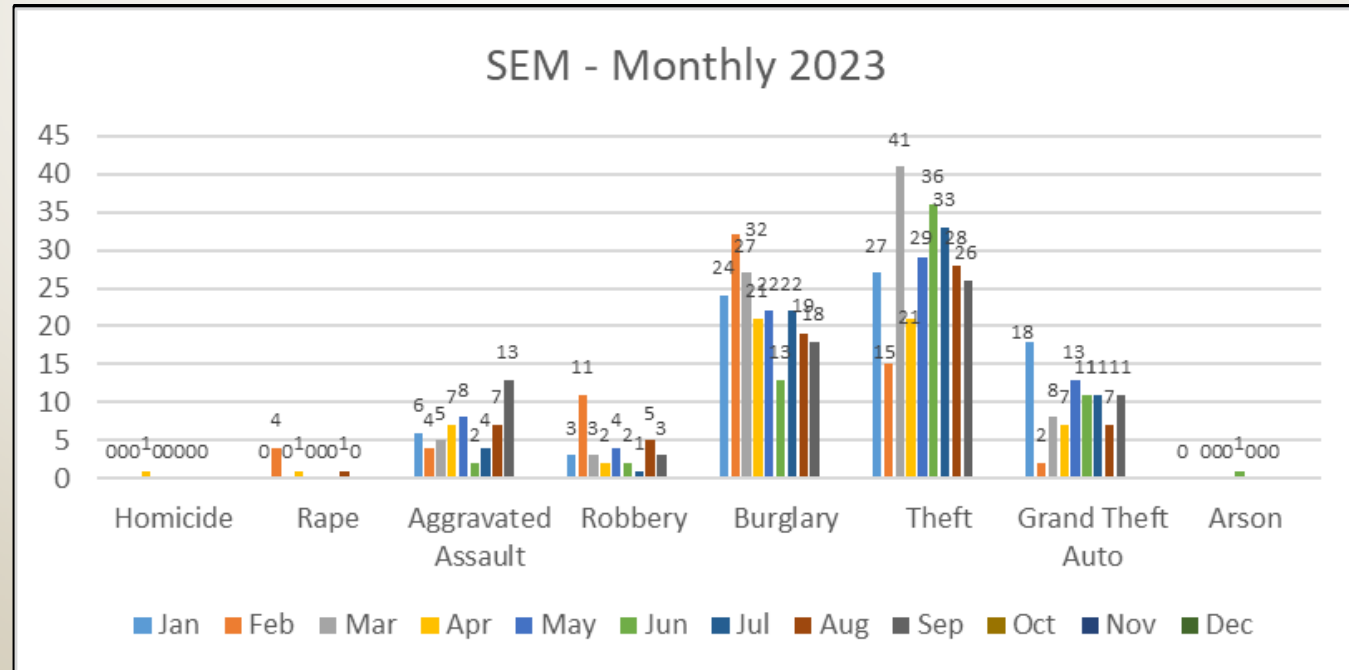
South El Monte

Part I Crime Statistics – Monthly Breakdown 2023 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	1	0	0	0	0	0				1
Rape	0	0	0	1	0	0	0	1	0				2
Aggravated Assault	6	4	5	7	8	2	4	7	13				56
Robbery	3	4	3	2	4	2	1	5	3				27
Burglary	24	11	27	21	22	13	22	19	18				177
Theft	27	32	41	21	29	36	33	28	26				273
Grand Theft Auto	18	15	8	7	13	11	11	7	11				101
Arson	0	2	0	0	0	1	0	0	0				3
Total	78	68	84	60	76	65	71	67	71	0	0	0	640

South El Monte	
Res Burg	23
Other Burg	154
Petty Theft	75
Grand Theft	113
Theft from Vehicle	84

Arrests	
2023	763
2022	910





City Council Agenda Report

Agenda Item No. 4.b.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: Code Enforcement and Public Safety Department Report for the Month of September

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement_Public Safety Report - Septmeber 2023

City of South El Monte

Public Safety Report



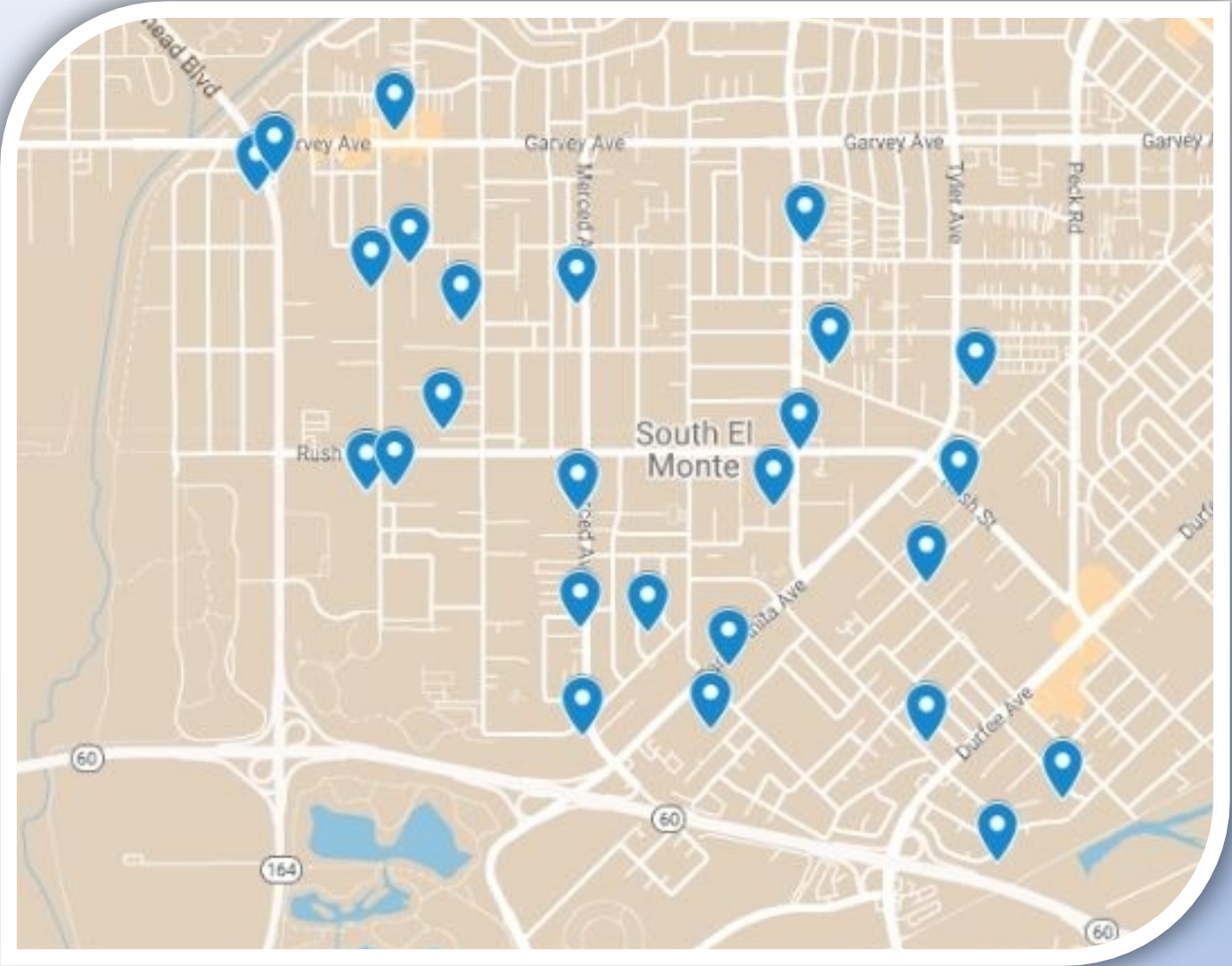
September 2023 Recap

Joe Martinez
Code Enforcement Supervisor

Code Cases by Location

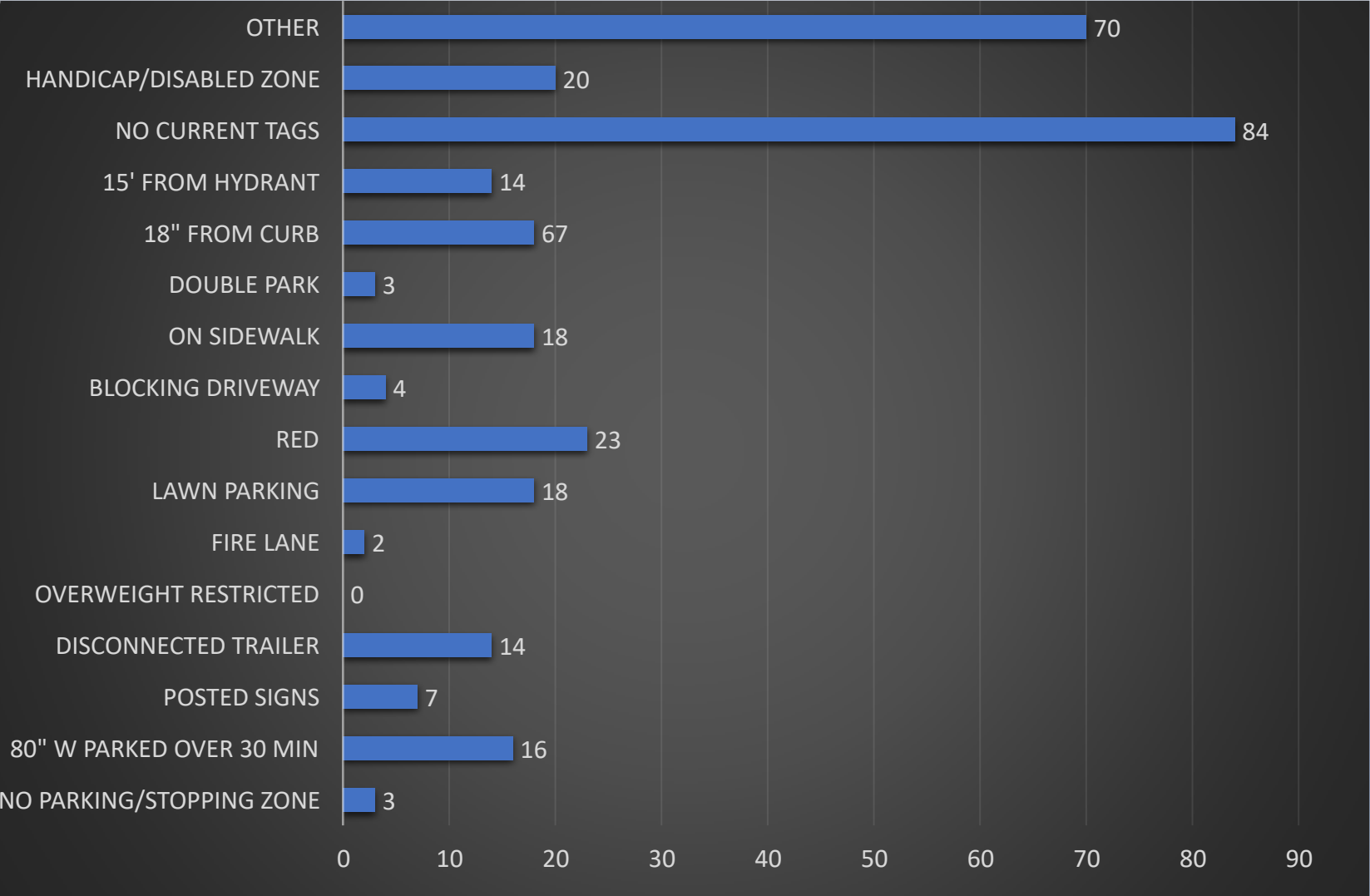
September - 57

Building Code.....	7
Health & Safety.....	4
Parking Citations.....	0
Street Vendors.....	0
Bulk.....	1
Homeless	3
Property Maintenance.....	14
Streets/Public Places.....	6
Illegal Dumping/Bulk	1
Vehicle/Traffic.....	9
Business.....	.9
Zoning	3



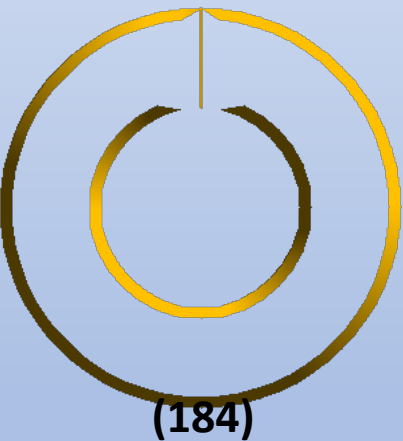
Parking Citations

September- 399



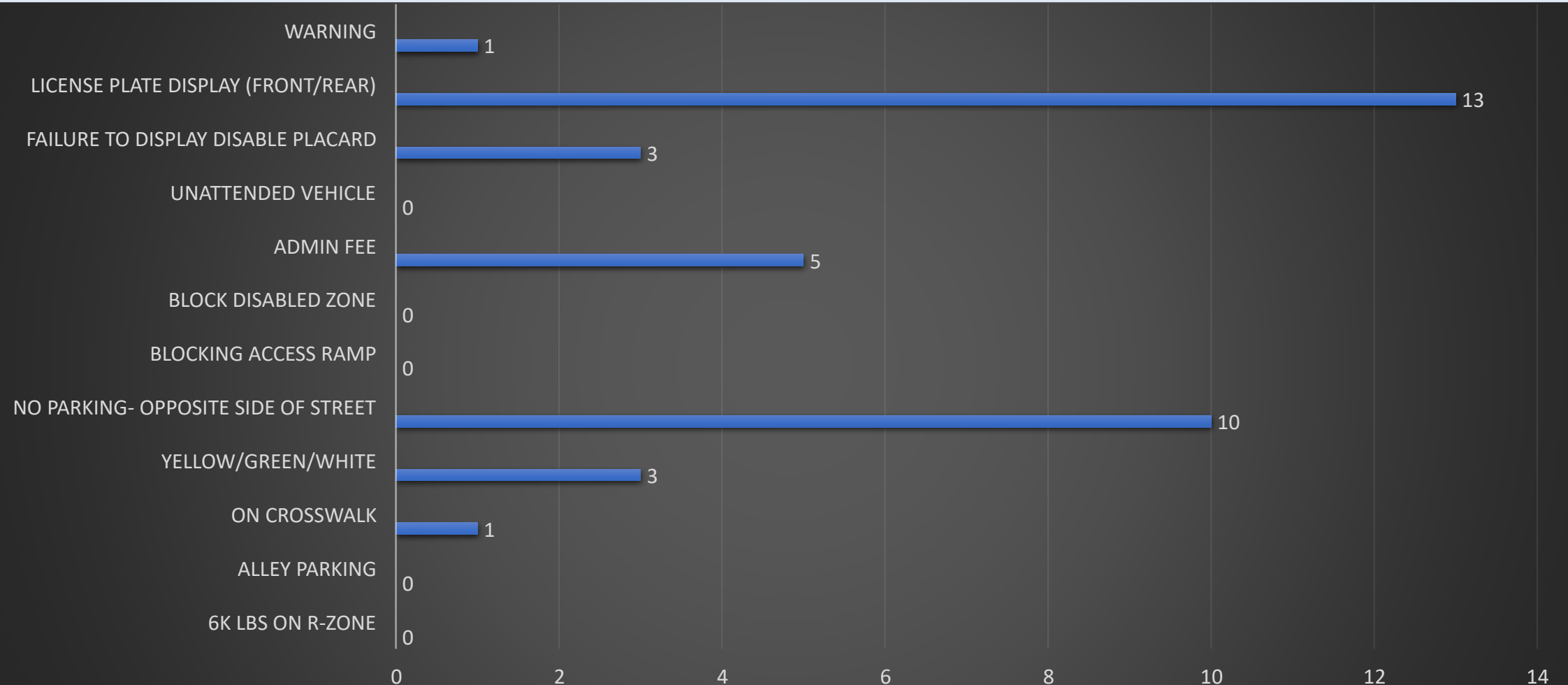
STREET SWEEPING – 184

■ Night ■ Day - Residential



Parking Citations

September– “Other”





City Council Agenda Report

Agenda Item No. 7.a.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 10, 2023

SUMMARY: Staff is requesting approval of Minutes for the October 10, 2023 Regular City Council meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the October 10, 2023, Regular City Council meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Mtg Minutes 10-10-23

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, October 10, 2023 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:00 PM.

1. ROLL CALL

PRESENT: Councilmember(s): Acosta, Bojorquez, Mayor Pro Tem Angel, and Mayor Olmos

ABSENT: Councilmember(s): Delgado

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk, and Robert Molina, Interim Deputy City Clerk.

STAFF ABSENT: Masami Higa, Director of Finance; Guillermo Arreola, Director of Community Development; Iyob Tessema, Interim Director of Human Resources & Risk Management, and Paola Lara, Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Councilmember Rudy Bojorquez, led the Pledge of Allegiance.

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

4. PRESENTATIONS

Anthony R. Taylor, City Attorney, announced a last-minute walk-on proclamation under presentations as item 4.f. Code Enforcement Officer Appreciation Week. Council approved by a unanimous vote.

4.a. Mayor Olmos and City Council presented “Certificates of Recognition” to volunteers of the South El Monte Community Alliance Church for their service at the City's Summer Events.

4.b. Mayor Olmos and City Council presented a “Certificate of Recognition” to Active Military Banner Program participant, Freddy Davalos Ochoa, actively serving in the U.S. Air Force.

4.c. Mayor Olmos presented a proclamation proclaiming, “October 2023 as National Breast Cancer Awareness Month.”

4.d. Mayor Olmos presented a proclamation proclaiming, “October 2023 as Domestic Violence Awareness Month.”

PRESENTATIONS (CONTINUED)

Mayor Olmos requested to hear the walk-on presentation before 4.e. Council concurred.

4.f. Mayor Olmos presented a proclamation proclaiming, "October 10-15, 2023, as Code Enforcement Officer Appreciation Week."

4.e. Karla Cardenas introduced herself as the New District Representative for the Office of Senator Susan Rubio.

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

Anthony R, Taylor, City Attorney, read the title of Ordinance No. 1269 item 7.d. and announced an amendment to item 7.c.

A motion was made by Councilmember Bojorquez, seconded by Mayor Pro Tem Angel to approve the agenda as amended. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

A motion was made by Councilmember Acosta, seconded by Councilmember Bojorquez to approve the Consent Calendar as amended. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

7.a. Approved the Minutes of September 26, 2023, Regular City Council Meeting.

7.b. Adopted Resolution No. 23-94, authorizing payment of City expenditures for the period of September 27, 2023, through October 10, 2023, totaling \$1,084,431.82.

7.c. Approved going dark on, Tuesday, December 26, 2022, due to the Christmas holiday.

CONSENT CALENDAR (CONTINUED)

- 7.d. Waived first reading and introduced Ordinance No. 1269 to repeal Title 2, Chapter 2.52 "Traffic Commission;" and setting the second reading of said ordinance at the next regular City Council meeting.
- 7.e. Approved the plans and specifications for the Traffic Signal Improvements at Various Signalized Intersections Project (HSIPL-5352(020)); reviewed the bids and found that Elecnor Belco Electric, Inc. had submitted the lowest responsive bid; adopted Resolution No. 23-95, awarding a construction contract to Elecnor Belco Electric, Inc. in the amount of \$381,707.00; approved a 15% contingency amount of \$57,256.05 for a total project construction budget amount not to exceed \$438,963.05; and authorized the City Manager or designee to negotiate and execute the contract.

8. PUBLIC HEARINGS – None.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-96, APPROVING A LICENSE AGREEMENT WITH PLACER.AI TO ACCESS PROFESSIONAL MARKET DATA

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

A motion was made by Councilmember Bojorquez, seconded by Councilmember Acosta to Adopt Resolution No. 23-96, approving a license agreement with Placer.ai and authorized the City Manager or designee to negotiate and execute the license agreement. Motion passed 4-0-1, by the following vote:

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

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the Los Angeles Business Federations (BizFed) 8th Annual BizFed Freshman Policymakers Reception, City's 2nd Night Market and the last community Bike Ride event.

Councilmember Bojorquez announced he attended the Los Angeles Business Federations (BizFed) 8th Annual BizFed Freshman Policymakers Reception, and the City's 2nd Night Market.

Mayor Pro Tem Angel announced he attended the City's 2nd Night Market.

COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS (CONTINUED)

Mayor Olmos announced she attended the Los Angeles Business Federations (BizFed) 8th Annual BizFed Freshman Policymakers Reception, Spiritt Fund Raiser, City's 2nd Night Market, SEACCA meeting and noted they are still adopting pets.

11. CORRESPONDENCE – None.

12. COUNCILMEMBERS' AGENDA

ITEM 12.a WAS NOT HEARD DUE TO COUNCILMEMBER DELGADO'S ABSENCE.

12.a. COUNCILMEMBER HECTOR DELGADO

1. Discussion to Consider Joining the Dozen or so Cities that have Banned Together to Sue the County of Los Angeles on its Stance on "Zero Cash Bail."

RECOMMENDATION: Discussion and/or action.

12.b. MAYOR GLORIA OLMOS

1. Consideration of updating the Senior Center Amphitheater.

RECOMMENDATION: Discussion and/or action.

Mayor Olmos directed staff to buff stage floor and investigate to potentially replace curtains.

2. Consideration allowing the South El Monte Senior Baseball Team "Charros" to practice/play at no charge.

RECOMMENDATION: Discussion and/or action.

Mayor Olmos requested fees be waived for the South El Monte Senior Baseball Team.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to waive fees. Motion passed 4-0-1, by the following vote:

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

13. CLOSED SESSION

At 6:55 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

13.a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to Government Code section 54956.9(d)(4)

To consider support for twelve other cities who are plaintiffs in Whittier, et al. v. LA Superior Court, et al., LASC Case No. 238TCP03579, including through a potential amicus brief in support of the cities or through a petition to intervene (join) the lawsuit as a plaintiff concerning the cities' lawsuit against no cash bail policies for non-violent offenders in Los Angeles Superior Court

At 7:20 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present except for Councilmember Delgado who was ABSENT. Mayor Olmos announced closed session item 13.a. was discussed, and Council directed Anthony R. Taylor, City Attorney, to prepare a resolution in support of the lawsuit and bring back to Council for adoption at the next meeting.

14. ADJOURNMENT

At 7:21 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, October 24, 2023, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-97, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 11, 2023, THROUGH OCTOBER 24, 2023

SUMMARY: Authorizing payment of City expenditures for the period of October 11, 2023 through October 24, 2023 totaling \$512,079.82

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-97, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 23-97
- B. 102423 Warrant Register

ATTACHMENT A

RESOLUTION NO. 23-97

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF OCTOBER 11, 2023, THROUGH OCTOBER 24,
2023, TOTALING \$512,079.82.

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 23/24	Electronic Warrants	10/11/23-10/24/23	DFT0001090-1106	\$25,204.53
FY 23/24	Regular Warrants	10/11/23-10/24/23	13085-13162	\$342,331.83
Payroll	Manual Check	PPE 10/14/23	1608-1617	\$2,867.15
Payroll	Check	PPE 10/14/23	1618-1630	\$9,129.05
Payroll	Direct Deposit	PPE 10/14/23	5049-5149	\$132,547.26

TOTAL EXPENDITURES RESOLUTION NO. 23-97 \$512,079.82

PASSED, APPROVED, AND ADOPTED this 24th day of October 2023.

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. 23-97, 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 24th day of October 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register Council Meeting 10/24/23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1050.5938	DIANNA GOMEZ	13085	10/05/2023	FALL 2023 FINAL SEMESTER/ EDU REIMBURSEMENT	5,964.00
01.0100.1050.5938	DIANNA GOMEZ	13085	10/05/2023	FALL 2023 BOOK CHARGES	459.43
01.0170.1770.6010	NATIONAL AUTO FLEET GROUP	13086	10/05/2023	2023 FORD SUPER DUTY F-250	60,288.91
01.0100.1050.5900	RAY SAUCEDO	13087	10/05/2023	DEDUCTION REIMBURSEMENT	1,468.50
01.0100.1040.5922	SPIRITT FAMILY SERVICES	13088	10/05/2023	SPIRITT SERVICES SPONSORSHIP	500.00
01.0160.1660.5520	VALLEY FLOOD-LITE SERVICE, INC.	13089	10/05/2023	LAMP IN POLE LIGHTS REPLACEMENT/ SHIVELY	4,940.38
01.0000.0000.4554	ESPERANZA FAJARDO	13090	10/11/2023	10/7/23 RESERVATION RFND/ MVD GAZEBO	100.00
01.0000.0000.4554	JONATHAN MENDEZ	13091	10/11/2023	08/13/23 DAMAGE DEPOSIT RFND/ AQUA CTR	500.00
01.0000.0000.4554	MARIA CHACON	13092	10/11/2023	9/10/23 DAMAGE DEPOSIT RFND/ AQUA CTR	500.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13093	10/11/2023	PPE 09/30/23	5,430.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13094	10/11/2023	A.R GARNISHMENT PPE 09/30/23	8.15
01.0160.1650.5520	ACTION SALES	13095	10/18/2023	ICE MAKER/ NTP	5,086.95
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13096	10/18/2023	OCT'23 CLOUD SVCS	750.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13096	10/18/2023	OCT'23 MANAGED SVCS	11,972.25
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13096	10/18/2023	OCT'23 OFFICE 365	5,311.00
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13097	10/18/2023	SAMPLE HOODIES	63.07
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	13097	10/18/2023	KEYBOARD & MOUSE	39.50
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13097	10/18/2023	KEYBOARD & MOUSE/ PW	55.11
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13097	10/18/2023	SMALL PRINTER/ PW	65.05
01.0170.1020.5520	AMAZON CAPITAL SERVICES, INC	13097	10/18/2023	IT COMPUTER SPLITTER	76.02
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13097	10/18/2023	OFFICE DESK LAMP	22.04
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13097	10/18/2023	CASE & SCREEN PROTECTOR	26.43
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	13097	10/18/2023	CAUTION WET FLOOR SIGNS/ SCTR	98.14
01.0000.0000.4554	ANDRE RODRIGUEZ	13098	10/18/2023	10/1/23 DAMAGE DEPOSI RFND/ MVD GAZEBO	50.00
01.0100.1050.5934	APRIL CERECEDES	13099	10/18/2023	9/28 LIVESCAN REIMB	25.00
02.0170.1760.5540	BIG BELLY SOLAR, INC.	13100	10/18/2023	STOCK BAGS/ BUS SHELTER	148.86
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13101	10/18/2023	AUG'23 PERMIT TECH SERVICES	2,587.50
01.0130.1460.5215	CITY OF DOWNEY	13102	10/18/2023	FY 23-24 ANIMAL CTROL & SHELTERING SVCS	69,281.00
01.0130.1330.5931	CLEARGOV INC.	13103	10/18/2023	7/1/23-6/30/24 BUDGETING SOFTWARE LICENSE	21,000.00
01.0100.1050.5936	CONCENTRA	13104	10/18/2023	MAY & JULY'23- NEW HIRE PHYSICALS	811.00
01.0150.1510.5204	DAVID MAI	13105	10/18/2023	OCT'23 COM SVCS COMMISSION MTG	100.00
02.0170.1760.5540	DDC ELECTRIC SUPPLY, INC.	13106	10/18/2023	ST LIGHTS/ LIGHTS 60 FWY OVERPASS	2,496.94
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13107	10/18/2023	MILK/ CI & CII NUTR PRGM	195.93
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13107	10/18/2023	MILK/ CI & CII NUTR PRGM	21.76
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	13108	10/18/2023	SETP'23 PEST CONTROL/ CCTR	74.02
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	13108	10/18/2023	SEPT'23 PEST CONTROL. CHALL	208.00
01.0000.0000.4554	ELENA NOURRIE	13109	10/18/2023	9/23/23 CCTR/ DAMAGE DEPOSIT RFND	600.00
01.0160.1660.5520	EWING IRRIGATION	13110	10/18/2023	IRRIGATION REPAIRS/ SHIVELY	354.96
01.0160.1660.5520	EWING IRRIGATION	13110	10/18/2023	MAIN BREAK/ SHIVELY	398.95
01.0160.1630.5520	EWING IRRIGATION	13110	10/18/2023	IRRIGATION REPAIRS/ MCTR	117.75
01.0160.1670.5520	EWING IRRIGATION	13110	10/18/2023	IRRIGATION REPAIRS/ MVD	101.04
01.0160.1650.5520	EWING IRRIGATION	13110	10/18/2023	IRRIGATION SUPPLIES/ NTP	140.87
01.0160.1650.5520	EWING IRRIGATION	13110	10/18/2023	IRRIGATION REPAIRS/ NTP	221.44
01.0160.1670.5520	EWING IRRIGATION	13110	10/18/2023	IRRIGATION REPAIRS/ MVD	190.06

01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	13111	10/18/2023	#4141 LAWNMOWER REPAIRS	572.31
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	13111	10/18/2023	#4142 LAWNMOWER REPAIR	381.37
01.0150.1510.5204	GERARDO DIAZ	13112	10/18/2023	OCT'23 COMM SVCS COMMISSION MTG	100.00
01.0170.1770.5525	GOT PROPANE INC	13113	10/18/2023	FORKLIFT PROPANE	96.28
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13114	10/18/2023	9/1-9/21/23 MUNI TEMP SVCS/ HR ANALYST	4,500.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13114	10/18/2023	9/11-9/21/23 MUNI TEMP SVCS/ HR DIRECTOR	10,250.00
01.0170.1740.5962	GRAINGER	13115	10/18/2023	INDUCER WHEEL	102.71
01.0170.1740.5962	GRAINGER	13115	10/18/2023	MOTOR STAR CAPACITOR	65.06
01.0170.1020.5406	GRANT'S TRUE VALUE HARDWARE	13116	10/18/2023	KEY/ YARD LOCK	44.00
01.0151.1543.5952	GRANT'S TRUE VALUE HARDWARE	13116	10/18/2023	KRUSE FEED-REPAIR TOOLS/ NIGHT MARKET	53.87
01.0151.1543.5952	GRANT'S TRUE VALUE HARDWARE	13116	10/18/2023	CABLE CLAMPS/ NIGHT MARKET	49.23
01.0151.1543.5952	GRANT'S TRUE VALUE HARDWARE	13116	10/18/2023	U BOLT/ NIGHT MARKET	4.39
02.0170.1760.5540	GUNNER CONCRETE	13117	10/18/2023	CONCRETE/ MERCED	878.20
01.0160.1640.5425	HASA INC.	13118	10/18/2023	9/25 CHEMICAL DELIVERY	512.93
01.0150.1510.5204	HELIODORO DUARTE, JR	13119	10/18/2023	OCT'23 SC COMM SVCS COMMISSION MTG	100.00
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	13120	10/18/2023	APRIL-JUNE'23 SALES TAX & AUDIT SVCS	2,139.54
01.0150.1510.5204	HORTENCIA VASQUEZ	13121	10/18/2023	OCT'23 COM SVCS COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	13122	10/18/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	4,272.25
06.0300.3020.5215	HUNTINGTON CULINARY	13122	10/18/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	393.25
01.0150.1510.5204	INGRID AGUILAR	13123	10/18/2023	OCT'23 COM SVCS COMMISSION MTG	100.00
01.0160.1630.5520	INNER-COOL CORP	13124	10/18/2023	AC SERVICE/ MCTR	306.00
01.0160.1630.5520	INNER-COOL CORP	13124	10/18/2023	AC NORTH SIDE REPAIRS/ MCTR	433.50
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13125	10/18/2023	JULY'23 IW PGRM SVCS	2,738.00
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13125	10/18/2023	JULY'23 NDPES PRGM SVCS	1,660.75
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13125	10/18/2023	JULY'23 USED OIL RECYCLING SVCS	210.00
01.0170.1475.5215	L.A. COUNTY DEPT OF PUBLIC WORKS	13126	10/18/2023	FY22-23 PRGM IMPLEMENTATION/ OPTIMAL SVCS	72.68
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	13127	10/18/2023	AUG'23 TRAFFIC ENFORCEMENT	2,709.77
01.0120.1210.5215	LANGUAGE NETWORK	13128	10/18/2023	AB1234 ETHIC TRAINING TRANSLATION	664.39
01.0170.1020.5956	LUIS VALENZUELA	13129	10/18/2023	2023 BOOT ALLOWANCE	200.00
01.0151.1543.5952	MARIA PAYAN	13130	10/18/2023	10/19 WALK TO END DOMESTIC VIOLENCE EVENT- MEAL	1,500.00
01.0160.1640.5520	MATT CHLOR, INC	13131	10/18/2023	TUBING/ AQUA CENTER	401.50
01.0170.1710.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	13132	10/18/2023	8/22 ANNUAL TEST FIRE SPRINKLER/ CHALL	625.00
01.0151.1543.5952	MISSION FENCE & PATIO BUILDERS	13133	10/18/2023	FENCING/ NIGHT MARKET	494.23
01.0151.1543.5952	MISSION FENCE & PATIO BUILDERS	13133	10/18/2023	FENCING AND WINDSCREEN/ NIGHT MARKET	213.53
01.0120.1210.5406	OFFICE DEPOT	13134	10/18/2023	FILE FOLDERS	93.69
01.0100.1020.5405	OFFICE DEPOT	13134	10/18/2023	ADMIN SUPPLIES	15.42
44.0800.8020.5215	PACIFIC COAST SIGHTSEEING TOURS & CHARTERS INC	13135	10/18/2023	9/18/23 SR EXCURSION- DODGER STADIUM	1,342.31
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	13136	10/18/2023	AUG'23 ADMIN CITE PROCESSING SVCS	188.40
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	13136	10/18/2023	AUG'23 PSO CITE SVCS	3,933.10
01.0160.1620.5520	POST ALARM SYSTEMS	13137	10/18/2023	ALARM SVCS/ SCTR	233.00
01.0000.0000.4554	PRISCILLA HERNANDEZ	13138	10/18/2023	12/9/23 MVD COMM ROOM- REFUND	300.00
01.0160.1620.5520	QUENCH USA, INC.	13139	10/18/2023	OCT'23 WATER FILTER/ SCTR	59.96
01.0170.1020.5956	RED DOT UNIFORMS	13140	10/18/2023	CITY EMBLEM HATS	1,270.08
01.0170.1750.5520	SAKAIDA NURSERY	13141	10/18/2023	BUXUS & EUONYMUS AUREO TREES QTY-15	297.68
01.0130.1310.5280	SECTRAN SECURITY INC.	13142	10/18/2023	OCT'23 ARMORED SVCS	191.16
01.0100.1020.5914	SGV CITY MANAGERS' ASSOCIATION	13143	10/18/2023	FY23-24 ANNUAL MEMBERSHIP	55.00
01.0160.1620.5520	SMARDAN SUPPLY	13144	10/18/2023	URINAL REPAIR/ SCTR	176.59
01.0160.1620.5520	SMARDAN SUPPLY	13144	10/18/2023	2 TOILET SEATS/ SCTR	59.60
01.0100.1050.5940	SOUTH EL MONTE EMPLOYEES ASSOC.	13145	10/18/2023	EMPLOYEE HOLIDAY DINNER & LOCATION- FOOD & ENTMT	5,000.00
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	SMALL TOOLS-ST & SIDEWALK REPAIRS	97.19
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	CORE BITS MAINT SUPP	477.36
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	HAND GROOVER STAINLESS STEEL	24.48
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	HAMMER HANDLE WEDGE #10	8.38
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	KNEE PADS/ CONCRETE POURING	38.20

02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	CRUSHED ROCK/ THIENES	247.86
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	SMALL HAND TOOLS/ CONCRETE REPAIR	61.63
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	ROTARY HAMMER & COLD CHISEL	542.10
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	PLASTER SAND / SHIVLEY	159.99
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	ST-SIDEWALK REPAIR/ALPACA	57.85
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	PLASTER SAND/ NTP	159.99
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	PLASTER SAND/ NTP	159.99
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	PLASTER SAND/ NTP	159.99
01.0151.1543.5952	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13146	10/18/2023	CRUSHED ROCK/ NIGHT MARKET	114.01
01.0170.1740.5435	STATE INDUSTRIAL PRODUCTS CORPORATION	13147	10/18/2023	JANITORIAL SUPPLIES	209.74
02.0170.1760.5540	SUNBELT RENTALS, INC.	13148	10/18/2023	CONCRETE MIXER & CONCRETE/ 1405 MERCED	431.66
02.0170.1760.5540	SUNBELT RENTALS, INC.	13148	10/18/2023	CONCRETE MIXER & CONCRETE /NTP- SIDEWALK & RAMP	599.55
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13149	10/18/2023	BREAD & TORTILLAS/ CI & CII NUTR PRGM	66.85
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13149	10/18/2023	BREAD & TORTILLAS/ CI & CII NUTR PRGM	7.42
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13149	10/18/2023	BREAD/ CI & CII NUTR PRGM	50.22
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13149	10/18/2023	BREAD/ CI & CII NUTR PRGM	5.58
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13149	10/18/2023	TORTILLAS & HOT SAUCE/ CI & CII NUTR PRGM	46.82
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13149	10/18/2023	TORTILLAS & HOT SAUCE/ CI & CII NUTR PRGM	5.20
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	13150	10/18/2023	SEPT'23 FLEET CAR WASHES	74.00
44.0800.8010.5525	SUPERKLEEN CARWASH, INC.	13150	10/18/2023	SEPT'23 TRANS CAR WASHES	74.00
01.0170.1770.5525	TEREX USA LLC	13151	10/18/2023	#12 ANNUAL INSPECTION	960.00
01.0100.1040.5922	THE PIN CENTER	13152	10/18/2023	KEY CHAINS & PINS/ CITY PROMO	2,757.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	13153	10/18/2023	OCT'23 NEWSLETTER	6,299.41
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	13154	10/18/2023	OCT'23 CONSULTING SVCS	6,750.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13155	10/18/2023	JULY 23' ENGINEER SVCS	13,365.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13155	10/18/2023	JULY'23 ENG PLAN CHECK SVCS	1,111.60
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13155	10/18/2023	JULY'23 TRAFFIC ENG SVCS	472.50
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13155	10/18/2023	JULY'23 TRAFFIC ENG SVCS	135.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13155	10/18/2023	JULY'23 TRAFFIC ENG SVCS	885.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13155	10/18/2023	JULY'23 TRAFFIC ENG SVCS	375.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13155	10/18/2023	JULY'23 TRAFFIC ENG SVCS	562.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13155	10/18/2023	JULY'23 PJT MGMT SVCS #296	197.50
01.0130.1310.5215	TRUSAIC	13156	10/18/2023	OCT'23 ACA MONTHLY	1,040.40
01.0160.1670.5520	UNISHIELD	13157	10/18/2023	FIRST AID SUPPLIES/ MVD	256.81
01.0160.1610.5420	UNISHIELD	13157	10/18/2023	FIRST AID SUPPLIES @ CCTR	81.83
01.0170.1710.5420	UNISHIELD	13157	10/18/2023	FIRST AID/ CHALL	172.54
01.0160.1610.5420	UNISHIELD	13157	10/18/2023	FIRST AID/ CCTR	120.30
01.0170.1770.5525	UNITED DIESEL SERVICE, INC	13158	10/18/2023	MINOR REPAIRS & MISC SHOP SUPP	298.72
01.0100.1040.5922	VALLE LINDO SCHOOL DISTRICT	13159	10/18/2023	PARENT TEACHER ASSOC/ SPONSORSHIP	500.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	13160	10/18/2023	JANITORIAL SUPPLIES	6,348.26
68.0900.9000.5968	WEST & ASSOCIATES ENGINEERING, INC.	13161	10/18/2023	8/5-9/28/23 ENG DEIGN SVCS/ SCHOOL SAFE ROUTE PJT	42,500.00
02.0170.1760.5545	WINZER	13162	10/18/2023	GRAFFITI REMOVER	251.66
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0001090	09/28/2023	SEPT'23 INSURANCE	1,322.84
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0001091	09/26/2023	OCT'23 DENTAL INSURANCE	5,641.67
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0001091	09/26/2023	SEPT'23 OVERPAYMENT CREDIT	(5,284.85)
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001092	10/02/2023	PPE 09/30/23 MEDICARE	39.20
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001092	10/02/2023	PPE 09/30/23 FICA	167.62
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001093	09/25/2023	PPE 09/16/23 FEDERAL	177.89
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001093	09/25/2023	PPE 09/16/23 MEDICARE	93.08
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001093	09/25/2023	PPE 09/16/23 FICA	398.04
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001094	10/02/2023	PPE 09/30/23 TNG WTHD'G	0.86
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001094	10/02/2023	PPE 09/30/23 UI TAX WTHD'G	17.09
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001095	09/26/2023	PPE 09/16/23 STATE WTHD'G	42.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001096	09/26/2023	8/9-9/11/23 1450 LIDCOMBE AVE	218.90

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001097	9/28/2023	8/14-9/13/23 2218 ROSEMEAD	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001098	09/29/2023	8/15-9/14/23 2464 ROSEMEAD	159.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001099	09/26/2023	8/9-9/11/23 1675 IRRIG DURFEE	164.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001100	09/28/2023	8/14-9/13/23 2004 IRRIG ROSEMEAD	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001101	09/29/2023	8/15-9/14/23 2620 ROSEMEAD	159.56
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001102	09/27/2023	8/15-9/13/23 1415 SANTA ANITA	2,276.01
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001103	09/27/2023	8/15-9/13/23 1530 CENTRAL AVE	4,690.24
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001104	09/27/2023	8/15-9/13/23 1556 CENTRAL AVE	3,041.57
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001105	09/27/2023	8/15-9/13/23 1824 CENTRAL AVE	1,845.74
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	CHALL/ CEANING SUPP	66.09
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	MINI HOT GLUE SET	89.68
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	CHALL SUPPLIES	6.60
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	COMMUNITY PROMOTIONS	85.95
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	NEWSPAPER/ FB MEMORY CARD	21.93
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	CELL PHONE SUPPLIES	119.00
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPP/ FINANCE	44.64
01.0170.1760.5540	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	CITY ST FLAG SUPPLIES	488.91
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	SUPPLIES/ CHALL	46.26
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	PRINTER INK OFFICE SUPP/ YARD	360.15
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES	58.97
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES/ YARD	55.11
01.0140.7020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	USB C WALL CHARGERS/ 3 PK	35.04
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	LEGAL SIZE FOLDERS	94.40
01.0160.1660.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	IRRIGATION BACK FLOW COVER/ SHIVELY	1,071.93
01.0140.1100.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES	30.29
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES	79.56
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	MOTION SENSOR OUTLET	44.08
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	FRONT DESK SUPP/ CHALL	26.44
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	FLOW SWITCH/ POOL WATER HEATER	286.29
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	THERMOMETER/ AQUA CTR	42.99
01.0160.1660.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	BABY CHANGING TABLE/ SHIVELY	384.77
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	UNIFORMS/ PW	58.41
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	RUBBER GLOVES/ POOL	19.50
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	CELL PHONE HARD COVER/ PW	30.85
01.0170.1720.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES/ YARD	406.39
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES/ FINANCE	52.31
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	THERMOSTAT & WALL FILE/ YARD	223.55
01.0170.1750.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	DRAFTING SUPPLIES	13.51
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	FILE FOLDERS OFFICE SUPPLIES	25.35
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	WHISTLE 6 PACK STAINLESS	22.02
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPP/ FINANCE	296.54
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	COAT HOOKS/ POOL	266.40
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES/ YARD	29.30
01.0170.1760.5540	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	STREET FLAG SUPPLIES	431.42
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	ERGONOMIC STUDY SUPP/ PW	135.86
01.0170.1020.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	ORANGE SAFETY VEST	368.19
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	QUART SALAD SPINNER/ CI NUTR PRGM	164.14
01.0160.1660.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	BACKFLOW PREVENTOR & CAGE/ SHIVELY	2,010.97
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	100 PCK ID BADGE HOLDERS	125.84
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	MOSQUITO TRAPS/ CHALL	159.16
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	ERGONOMIC STUDY OFFICE SUPP	712.73
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES/ CHALL	121.24
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	CHALL FRONT DESK SUPP	50.59
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES	88.01

01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	OFFICE SUPPLIES/ YARD	25.08
01.0140.1100.5406	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	SCRUBBING MOP	48.45
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	CLOCK & WATER TESTER AQUA CTR	136.94
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	WATER PROOF SPEAKER	113.42
01.0170.1770.5525	AMAZON CAPITAL SERVICES, INC	DFT0001106	08/31/2023	CAR WASH SUPPLIES/ YARD	193.32
Grand Total					<u><u>367,536.36</u></u>

Authorization Signatures

A handwritten signature in black ink, appearing to be 'R Salas', written above a horizontal line.

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: ADOPTION OF ORDINANCE NO. 1269, REPEALING SOUTH EL MONTE MUNICIPAL CODE TITLE 2 CHAPTER 2.52 TRAFFIC COMMISSION

SUMMARY: Staff is recommending dissolution of the Traffic Commission as the ordinance establishing the Commission expired in 1997 and there is no need for such a Commission in the City as further described below. The proposed ordinance would repeal South El Monte Municipal Code Title 2, Chapter 2.52, "Traffic Commission."

RECOMMENDED ACTION: Staff recommends City Council:

1. Waive second reading and adopt Ordinance No. 1269 to repeal Title 2, Chapter 2.52 "Traffic Commission."

FISCAL/FINANCIAL IMPACT: None. This action codifies existing practices; no new fiscal resources are required to implement them.

DISCUSSION: Title 2 of the SEMMC, "Administrative and Personnel" creates and governs City Commissions. Chapter 2.52 formally established the Traffic Commission and guides the commission's membership and composition, the commission's stated purpose, attendance policies, rules of order, and formal appeal process for decisions rendered by the commission. The commission was formally established by City Council in December 1996 (Ord. 983 §1, 1996) to address traffic related issues associated with rapid growth of industrial uses.

Per section 3, Ordinance 983 expired on December 31, 1997. Moreover, the City has been built-out over the years and has diminished the operational relevancy of the commission. The proposed action would repeal Chapter 2.52 and is consistent with the language of Ordinance 983. Staff recommends adopting Ordinance No. 1269 to codify existing practices and formally decommission the Traffic Commission due to inactivity.

ATTACHMENT(S):

A. Ord No. 1269 to Repeal Title 2 Chapter 2.52 Traffic Commission

ORDINANCE NO. 1269

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SOUTH EL MONTE REPEALING SOUTH EL MONTE MUNICIPAL
CODE TITLE 2 CHAPTER 2.52 TRAFFIC COMMISSION

WHEREAS, the City of South El Monte ("City") desires to decommission the Traffic Commission by repealing South El Monte Municipal Code ("SEMMC") Chapter 2.52 relating to the establishment of a Traffic Commission which has the purpose of advising the City Council in all matters pertaining to traffic engineering, education, and enforcement related to traffic matters; and

WHEREAS, the City Council passed Ordinance 983 establishing the Traffic Commission on December 10, 1996, and pursuant to section 3 of the Ordinance expired on December 31, 1997; and

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

SECTION 1: The above recitals are true and correct and incorporated herein by reference.

SECTION 2: Chapter 2.52 "Traffic Commission" of Title 2 "Administration and Personnel" is hereby repealed in its entirety.

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

SECTION 4: Effective Date. The ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

SECTION 5: Publication. The City Clerk is directed to cause this Ordinance to be published within fifteen (15) days of its passage in a newspaper of general circulation published and circulated within the City of South El Monte.

PASSED, APPROVED AND ADOPTED this 24th day of October 2023.

Mayor Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Donna G, Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1269, was duly passed and approved by the South El Monte City Council at a regular meeting of said Council held on the 24th day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.d.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-98, CONSENTING TO THE APPOINTMENT OF JOHN POEHLER AS DIRECTOR OF PUBLIC WORKS AND APPROVAL OF PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT

SUMMARY: Staff is asking the City Council to consent to the appointment of John Poehler as Public Works Director and approve his employment contract for services as Public Works Director.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-98, approving the employment agreement between the City and John Poehler for the position of Director of Public Works; and
2. Authorize the City Manager to execute agreement.

FISCAL/FINANCIAL IMPACT: The Director of Public Works position was budgeted for fiscal year 2023-2024. Mr. Poehler will receive a salary of \$140,157.59 annually, which is Step E of the City's current salary schedule for the position of Director of Public Works, plus estimated benefits of \$49,055.16 calculated at 35% of salary (auto allowance, employer contribution to deferred compensation, employer contribution to pension, and insurance benefits). Any increases in subsequent years will be applied through performance reviews and/or salary adjustments. At this time, funds are available to administer the terms of the employment agreement.

DISCUSSION: The Director of Public Works is an essential member of the City's Executive Management Team and reports directly to the City Manager. This position will direct the operations of the Public Works Department, which includes Public Works, Landscape, Street, Building, Equipment, Code Enforcement, Public Safety, and Engineering/Capital Improvement activities.

Additionally, the Director of Public Works will direct and participate in the development

and implementation of citywide and departmental goals, objectives, policies, procedures, and priorities.

The key terms and provisions of the proposed agreement for Mr. Poehler are: 1) Three-year term. 2) Annual Base Salary of \$140,157.59 (\$11,679.79 per month). 3) Car allowance in the amount of \$400 per month. 4) One (1) months' severance if terminated without cause within one (1) year and three (3) months' severance if terminated thereafter (subject to the state law requirement that severance is limited to the monthly salary multiplied by the number of months left on the unexpired term of the contract). 5) Same employment benefits as those currently provided to the City's other department heads.

For further information on the agreement between the City and John Poehler, see Attachment B.

ATTACHMENT(S):

- A. Placeholder - Resolution No. 23-98
- B. Director of Public Works Agreement - John Poehler

**City of South El Monte
Regular City Council and Successor Agency Meeting
Tuesday, October 24, 2023**

Consent Calendar Item 7.d.

Attachment A to Staff Report

“AVAILABLE MONDAY, October 23, 2023”

ATTACHMENT B

CITY OF SOUTH EL MONTE

DIRECTOR OF PUBLIC WORKS EMPLOYMENT AGREEMENT

This Director of Public Works EMPLOYMENT AGREEMENT ("Agreement") is entered into the 24th day of October 2023, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation ("City") and John Poehler, an individual ("Employee").

RECITALS

WHEREAS, it is the desire of the City Manager of the City of South El Monte (hereinafter the "City Manager") to appoint an individual to serve in the position of Public Works Director; and

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

WHEREAS, the position of Public Works Director is the department head of the City's Public Works Department; and

WHEREAS, pursuant to South El Monte Municipal Code section 2.64.030, City department heads hold employment "at and during the pleasure of the city manager"; and

WHEREAS, the City requires the services of a Public Works Director; and

WHEREAS, the duties of the Public Works Director are set forth in Exhibit "A" to this Agreement; and

WHEREAS, Employee commenced employment on October 11, 2023; and

WHEREAS, based on Employee's executive and administrative qualifications and ability, the City Manager desires to employ Employee to serve as the Director of Public Works for the City; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as Director of Public Works the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of Director of Public Works to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of Director of Public Works professional services to the City through this Agreement.

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

AGREEMENT

1.0 EMPLOYMENT & DUTIES

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

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

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

1.4 Employment Status. Upon appointment to the Public Works Director position, Employee shall serve at the will and pleasure of the City Manager and understands that he shall be an "at-will", employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

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

1.6 Exclusion from Classified Service. Employee understands, acknowledges, and agrees that he is not included within the classified service of the City pursuant to South El Monte Municipal Code §2.64.01 O(H)(7).

1.7 FLSA Exempt Status. Employee acknowledges and agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 **COMPENSATION**

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base compensation shall be One Hundred Forty Thousand, One Hundred Fifty-Seven Dollars, and Fifty-Nine Cents (\$140,157.59) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

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

3.1 **TERM**

3.2 Commencement & Effective Date. Employee commenced his services hereunder on October 11, 2023, which will also be deemed the effective date of this Agreement ("Effective Date").

3.3 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on October 10, 2026) and, thereafter, the term of this Agreement may be extended for additional one (1) year term(s) as Employee and City Manager mutually agree, as evidenced by writing signed by both parties.

3.4 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.5 Termination by City. The City Manager may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Manager's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline, or termination of the City's employees. Employee expressly waives any rights provided for the Director of Public Works under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Director of Public Works. Upon appointment to the Director of Public Works position, Employee shall be an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Resume fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful, and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Manager, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. The City Manager may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause within one (1) year of the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to one (1) month of his base annual Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect, less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause at any time later than one (1) year after the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to three (3) months of his base annual salary then in effect excluding the value of any benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the three (3) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above. Furthermore, in the event this Agreement expires by its own term as provided in Section 3.2 above, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Department of Public Works of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager may, at his sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation, if any, will be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process.

6.1 **BENEFITS**

6.2 Holiday. The City shall provide Employee with the following holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee 's Birthday
13. Juneteenth Day

Cesar Chavez Day, Juneteenth Day, and Employee's Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day, Juneteenth Day, and Employee's Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than three (3) floating holidays. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Administrative Leave. Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than 40 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the

City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.4 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or stepparents; spouse's parents or stepparents; brothers, stepbrothers or half-brothers; sisters, step-sisters or half-sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. For purposes of compliance with Government Code section 12945.7, Employee shall be entitled to two additional days of bereavement leave (totaling five days), which will be unpaid unless Employee elects to use accrued vacation, sick, administrative, or floating holiday leave for pay on these days.

6.5 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if he is required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to him, by the court for jury service.

6.6 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium, The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed the monthly premium rate established by Kaiser Permanente for its Family Health Plan. Employee will pay any premium amount above the maximum City contribution by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.7 Vision and Dental Insurance, The City shall pay the monthly vision and dental insurance premiums for Employee and his eligible dependents,

6.8 Life Insurance. Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee's annual salary, and long-term disability insurance equal to two-thirds of Employee's monthly salary, The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the age of 70 years,

6.9 California Public Employees' Retirement System ("CalPERS"). Employee is a "new" member under "PEPRA", and accordingly is covered by the 2% at 62 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for New members as determined by CalPERS.

6.10 Retiree Health Benefits. Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act ("PEMHCA"), which is the minimum amount required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, he shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay any cost of dependent insurance benefits.

6.11 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at his home to facilitate work production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000. Funds will be advanced only after the need for the equipment is verified and approved by the City Manager and a reimbursement agreement, approved by the City Attorney, is executed.

6.11 Reimbursement for Damage To Employee Vehicles. The City agrees to reimburse Employee in an amount not to exceed \$200 per fiscal year for damages due to or caused by vandalism to Employee's vehicle while on City property during Employee's working hours. In order to be eligible for reimbursement, Employee must submit an incident report and a Sheriff's report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

6.12 Education Reimbursement The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Manager prior to each quarter or semester; ii) provides to the City Manager verification of the cost for tuition and books; and iii) provides to the City Manager certification of completion upon completion of the course(s).

6.13 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until his balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination by the City Manager that work demands prevent Employee from using vacation time on a timely basis, the City Manager may permit Employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Manager may also require a plan designed to bring Employee back into compliance with vacation accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

(b) Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee has accrued in excess of 250 hours, he may be paid for the excess vacation on a dollar-for-dollar basis twice per year at the end of the fiscal year or end of the calendar year subject to the following:

1. Employee must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.

2. The payout must otherwise comply with any City rules and procedures pertaining to vacation leave cash out.

3. In the event vacation leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated vacation leave cash out procedures.

(c) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following years of service.

6.14 Sick Leave.

(a) Employee shall accrue sick leave at the rate of eight (8) hours of sick leave for each complete month of service.

(b) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) Employee accrues in excess of 330 hours; Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st. In the event sick leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated sick leave cash out procedures.

(d) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5-10 years	10%
11-15 years	15%
16 years and above	20%

6.15 Deferred Compensation. City shall contribute \$300.00 per month into a qualified 457 plan.

6.16 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of his job.

6.17 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$400. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation, and interest.

(b) Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

(c) Employee shall maintain automobile liability insurance policy with \$100,000/300,000/50,000 maximum coverage, combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts arising out of the operation of the automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the insurance policy currently insuring Employee, and as a result of such requirement Employee's premium cost for such policy containing greater coverage is higher than the premium cost of his insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials, and employees as additional insured on his policy; and deliver to City copies of such insurance endorsements and certificate of insurance. Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced, or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

6.18 Changes in Compensation and Benefits. Employee acknowledges that the City Council may in the future adopt a resolution establishing compensation and benefits for the City's executive employees, including Employee and department heads, which may reduce the level of compensation (exclusive of Employee's base salary), or benefits provided. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

7 EXPENSE REIMBURSEMENT

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature in performance of the duties of the position of Director of Public Works. The City agrees to reimburse the actual cost of such expenses, which are authorized for reimbursement and incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by an appropriate receipt therefore and submitted within time limits established by the City, in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

8 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional

liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

To Employee:

John Poehler
[On file with Human Resources]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Clerk

EMPLOYEE

John Poehler

DRAFT

EXHIBIT "A" Job description

CITY OF SOUTH EL MONTE

DIRECTOR OF PUBLIC WORKS

Exempt

DEFINITION

Under general direction of the City Manager, this executive position manages the overall operation of the Department of Public Works' programs; including but not limited to, projects for municipal engineering services, field services, facilities, fleet management, NPDES and MS4 permits. Assumes additional responsibilities as assigned, including overseeing Code Enforcement and Public Safety operations.

SUPERVISION RECEIVED AND EXERCISED

Supervision is provided by the City Manager. Supervision is exercised over Professional, Technical, and administrative support staff assigned to the Public Works department, Code Enforcement and Public Safety.

ESSENTIAL DUTIES:

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

1. Develops, implements, and monitors long-term plans, goals and objectives focused on achieving Public Works, Code Enforcement and Public Safety division priorities.
2. Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
3. Develops and submits appropriate application and documentation necessary to secure funding sources. Maintains appropriate records for compliance with these funding sources.
4. Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments as necessary.
5. Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
6. Confers with engineers, developers, architects, and a variety of outside agencies and the general public in acquiring information and coordination of engineering, public

works, utilities, streets, and related matters; provides information regarding these matters.

7. Reviews and approves plans and specifications, designs, cost estimates, environmental documents, reports, and studies for all engineering projects.
8. Performs site inspections during construction to ensure methods and materials are in compliance with regulations for system safety or design.
9. Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
10. Manages the inspection of development projects and City capital and maintenance projects to ensure compliance with codes, ordinances, approved plans, specifications, and conditions.
11. Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; and directs the implementation of change.
12. Prepares, reviews, and presents staff reports, various management and information updates, as well as reports on special projects as assigned by the City Manager.
13. Responds to and resolves difficult situations and sensitive citizen inquiries and complaints.
14. Develops specifications and bid documents for a variety of public works and public utilities-related designs, construction and maintenance projects, recommends contract awards, negotiates contract provisions and coordinates, reviews, inspects and monitors and approves contractor's performance.
15. Reviews and advises for completeness and accuracy on developments plans, permits for work in City rights-of-way, project construction plans and specifications.
16. Manages the application process for acquiring and administering County, State and Federal Grants.
17. Prepares and directs the administration of the department budgets; prepares and presents reports of a complex nature regarding public works projects.
18. Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions.
19. Performs related duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of strategic plan development.
- Principles and practices of budget administration.
- Principles and practices of contract management.

- Principles and practices of public works program development, management in a municipal setting, and public works long-term maintenance planning and budgeting.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- General principles of risk management related to the functions of the assigned area.
- Principles, practices, and procedures of public administration in a municipal setting.
- Functions, authority, and responsibilities, of an elected City Council.
- Methods and techniques of developing technical and administrative reports, and business correspondence
- Research methods and techniques.
- Federal, state, and local laws, codes and regulations relevant to assigned areas of responsibility.
- City and mandated safety rules, regulations and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Competencies:

- Project Management – Ensures clear definition of project goal and criteria for success.
- Strategic View – Focuses on the future and where current trends will lead.
- Managing Change – Involves key stakeholder in planning and decision making.
- Process Improvement – Controlling and Improving processes and workflow.
- Organizational Design and Structure – Evaluates alternative organizational designs and selects the one best suited to meeting customer needs.
- Organizational Savvy – Understands the inner workings and interrelationships of the organization.
- Fiscal Acumen – Spends organizational funds wisely and strategically.
- Managing Performance – Sets and aligns individual performance goals with the goals of the unit and the overall organization.
- Empowering Others – Allocates responsibility to others according to their abilities and opportunities for development.
- Leadership – Creates a positive work environment in which all are motivated to do their best.
- Handling Conflict – Deals with interpersonally or politically challenging situations calmly and diplomatically, diffusing tension.
- Influencing – Persuades others to consider and adopt a new position or attitude on a topic.
- Presentation Skill – Delivers clear, organized, and persuasive messages.
- Innovation – Readily spots/identifies current opportunities for improvement.
- Gathering and Analyzing Data – Organizes, codes, aggregates, and disaggregates data for analysis and produces data that can be trusted.

MINIMUM QUALIFICATIONS

Experience:

Five (5) years of management and/or administrative experience in civil engineering, municipal public works maintenance, or related field, including three (3) as a Director/Manager overseeing Public Works Department.

Education:

A bachelor's degree from an accredited college or university with major coursework in civil engineering or a related field and/or 2 years of course work related to the public works field.

Licenses and Certificates:

- Possession of a California driver's license.

PHYSICAL DEMANDS AND WORKING CONDITIONS

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

Physical Demands:

- Required to sit, talk and hear.
- Occasionally required to stand, walk, stoop, crouch and reach with hands and arms.
- Occasionally lift and/or move up to 25 pounds.
- Vision abilities required to perform office machine operations.

Working Conditions:

- Perform sedentary work.
- Noise levels normal for an office setting.

EXHIBIT "B"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of South El Monte, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and John Poehler, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Director of Public Works effective October 11, 2023, serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT").

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under TI-IE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or TI-IE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within _____ business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases,

acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including the date of this AGREEMENT (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Rights Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release and that, if known by him, would have materially affected his settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment, or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In

addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such farther and additional documents as shall be reasonable, convenient, necessary desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her/his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the Human Resources Division, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her/his employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to **EMPLOYEE**:

At EMPLOYEE's home address on file with THE CITY.

As to **THE CITY**:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____

John Poehler

THE CITY

DATED: _____

By: _____

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony R. Taylor, City Attorney

EXHIBIT "C"

GOVERNMENT CODE SECTIONS 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1 On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2 On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3 On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4 For purposes of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.



City Council Agenda Report

Agenda Item No. 7.e.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-99, AUTHORIZING THE CITY MANAGER TO SIGN EXTENSIONS TO ONGOING FACILITY USE AGREEMENTS AND TO ENTER INTO NEW AGREEMENTS FOR THE USE OF CITY FACILITIES

SUMMARY: Staff is requesting City Council to authorize the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of city facilities.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-99, authorizing the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of city facilities.

FISCAL/FINANCIAL IMPACT: The fiscal impact depends on the facilities fees as listed on the General Fee Schedule.

DISCUSSION: The City Council has often approved on consent calendar extensions to ongoing agreements such as for agreements to use facilities of public and private entities for City programs and events and other use agreements by the City that are within the authority of the City Manager to approve. The City's current practice has been to bring these routine agreements back to Council every time an extension is needed.

The proposed resolution would change that practice so that the City Manager can enter into extensions to routine agreements without Council approval. Council can make that change in current practices to this new approach under South El Monte Municipal Code section 2.08.060, subsections K., P. & Q which grant the City Manager the following authority:

Subsection K: To exercise general supervision over all public buildings, public parks, streets and other public property which are under the jurisdiction of the city council and

not specifically delegated to a particular board or officer.

Subsection P: To perform such other duties and exercise such other powers as may be delegated from time to time by ordinance or resolution of the city council.

Subsection Q : To execute all written contracts and conveyances, when authorized by an ordinance, resolution, motion or contract adopted or approved by the city council. (Ord. 1179 §1, 2014; prior code §1-5-6)

The City Council meets for two regular meetings per month and the City Council often has a number of different pressing agenda items for each regular meeting agenda that require consideration by the City Council. Agenda packets can exceed 300 pages.

Therefore, authorizing the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of facilities for events such as a night market or other city event would promote greater efficiency in the day to day operations of the City. The City Attorney would continue to review each agreement as to form to ensure consistency with the City's standard practices to effectively manage liability risks.

ATTACHMENT(S):

A. Resolution No. 23-99

RESOLUTION NO. 23-99

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO SIGN EXTENSIONS TO
ONGOING FACILITY USE AGREEMENTS AND TO ENTER INTO
NEW AGREEMENTS FOR THE USE OF CITY FACILITIES

WHEREAS, The City Council often approves on consent calendar extensions to ongoing agreements such as for agreements to use facilities of public and private entities for City programs and events and other use agreements by the City that are within the authority of the City Manager to approve, and

WHEREAS, The City's current practice has been to bring these routine agreements back to Council every time an extension is needed, and

WHEREAS, City Council can make that change in current practices to this new approach pursuant to South El Monte Municipal Code section 2.08.060, subsection K, regarding City Manager authority to exercise general supervision over all public buildings, public parks, streets and other public property which are under the jurisdiction of the City Council and not specifically delegated to a particular board or officer, and

WHEREAS, pursuant to South El Monte Municipal Code section 2.08.060, subsection P, the City Manager can perform such other duties and exercise such other powers as may be delegated from time to time by ordinance or resolution of the City Council, and

WHEREAS, pursuant to South El Monte Municipal Code section 2.08.060, subsection Q, the City Manager can execute all written contracts and conveyances, when authorized by an ordinance, resolution, motion or contract adopted or approved by the City Council.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by reference. The City Council hereby authorizes the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of facilities for city events in substantially the form approved by the City Attorney.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 24th day of October 2023.

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. 23-99, 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 24th day of October 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.a.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: PUBLIC OUTREACH PRESENTATION AND APPROVAL OF
CONCEPT PLANS FOR CIVIC CENTER AND
INTERJURISTICTIONAL BICYCLE LANES PROJECT

SUMMARY: Staff seeks City Council approval on the concept plans for Civic Center and Interjurisdictional Bicycle Lanes Project to proceed with final design of the project.

RECOMMENDED ACTION: Staff recommends City Council:

1. Receive and file the public outreach presentation for Civic Center and Interjurisdictional Bicycle Lanes Project; and
2. Direct staff to proceed with final design of the proposed improvements.

FISCAL/FINANCIAL IMPACT: There is no adverse fiscal impact with this action. The project budget was previously adopted.

The project will be funded from the following funding sources, as previously adopted:

LACMTA Measure M MSP	\$5,671,500
LACMTA CMAQ	\$484,905
Measure R Local Return (Required Local Match)	\$128,999
Total Budget	\$6,285,404

DISCUSSION: The project includes installation of bicycle and pedestrian mobility improvements including installation of a combination of protected bike lanes (Class IV-cycle track) and bike path (Class II), center medians, continuous ADA pedestrian path of travel including sidewalks, curb ramps, driveways, street furniture (bus shelter, bike racks, trash bins, etc.), bike and pedestrian signage, roadway rehabilitation, striping and related improvements.

The project is located along Santa Anita Avenue and Tyler Avenue in the City of South El Monte, in the San Gabriel Valley area. The project limits are Santa Anita Avenue from Merced Avenue/Fawcett Avenue to Tyler Avenue; and Tyler Avenue from Santa Anita

Avenue to Klingerman Street. Total project length is approximately 1.4 miles.

In 2016, the City was successful in securing funds from LACMTA Call for Projects totaling \$484,905 to construct bike lanes along Thienes Ave., Merced Ave., and Lerma Rd., and Santa Anita Ave., and bike parking at the Civic Center. Upon further review of this project, staff believed that these funds would be better utilized entirely for the Santa Anita Avenue Walkability Project because Thienes Ave. has already been repaved and already includes shared bike lanes and the section of Lerma Rd. is connected to a Los Angeles County section that does not have a bike lane.

In May of 2019, the City was awarded Measure M Multi-Year Sub-regional funds totaling \$5,671,500 for the Santa Anita Avenue Walkability Project. This included installing protected bike lanes, improving pedestrian mobility by providing safe continuous sidewalks and ADA path of travel, and the installation of storm water Best Management Practices, BMP's.

In July 2019, LACMTA approved the City's request to combine both above mentioned grant funds into one project for the Santa Anita Walkability Project. The project name under the agreement with LACMTA will retain the name of the first grant, Civic Center and Interjurisdictional Bicycle Lanes, since Santa Anita Avenue was one of the streets identified originally.

In March 2020, the City Council approved the Funding Agreement with LACMTA for the proposed project.

In September 2021, the City Council awarded contract services agreements to CR Associates for Design Phase Engineering Services and to Transtech Engineers for Program Management Services for the project.

In December 2021, the project design phase was initiated.

In November 2022, the project was presented at the Traffic Commission meeting. Pursuant to the Traffic Commission meeting, staff determined a need to conduct further public outreach for the proposed improvements on the corridor to seek community feedback.

In January 2023, the City Council approved Amendment 1 on the Program Management contract with Transtech to include public outreach services to be provided by subconsultant: ActiveSGV.

In February 2023, ActiveSGV initiated the public outreach efforts to seek community feedback on the concept plans proposed for Santa Anita Avenue/Tyler Avenue corridor. As part of the outreach efforts, ActiveSGV coordinated the following:

- Project website: SustainableSantaAnita.org
- 1 community workshop
- 1 community bike ride, 1 city bike ride
- 2 community walking tours
- 2 rounds of door-to-door outreach along project corridor
- 4 pop-ups at local community spots

- 4 tabling events
- 1 mailer sent to businesses and homes within 1/2 mile of project
- 4 stakeholder interviews
- 4 community presentations
- 274 community surveys collected

Attachment A shows the public outreach presentation including conceptual plans and renderings. Staff seeks City Council approval on the concept plans for Civic Center and Interjurisdictional Bicycle Lanes Project to proceed with final design on the project.

ATTACHMENT(S):

A. Santa Anita PowerPoint Presentation

An aerial photograph of a city street intersection, likely in South El Monte, California. The image shows a multi-lane road with a crosswalk marked by yellow diagonal stripes. There are several buildings, including a large one with a red roof and a parking lot. A small landscaped area with a flagpole and a monument is visible on the right side of the intersection. The text "South El Monte Santa Anita/ Tyler Avenue Complete Streets Project City Council Presentation" is overlaid in large, bold, black letters. A small horizontal bar with green and orange segments is positioned above the first line of text.

South El Monte Santa Anita/ Tyler Avenue Complete Streets Project City Council Presentation

10/24/23

Outline

1. Project Information
2. Proposed Designs
3. Community Outreach
 - a. Survey Results
4. Next Steps



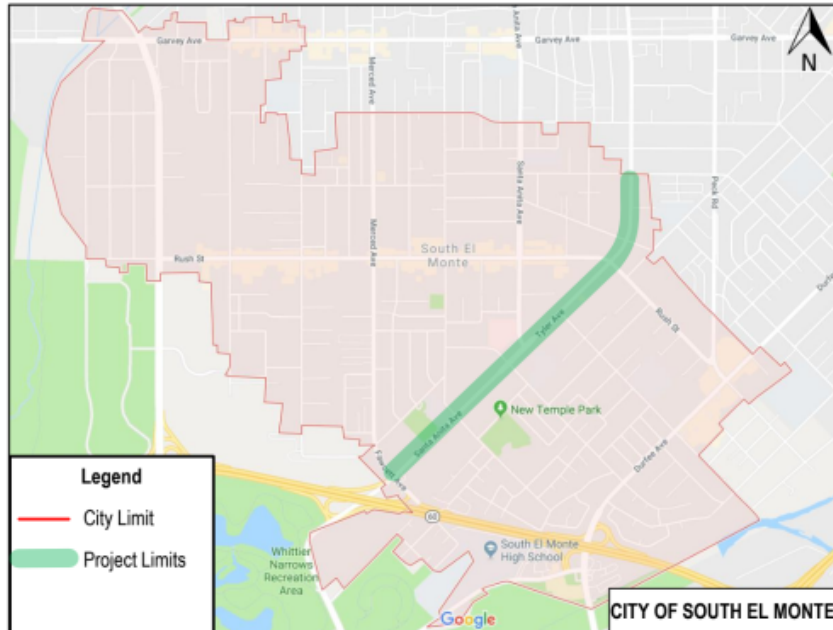


Project Partners

- City of South El Monte
- Active San Gabriel Valley
- CR Associates
- Metro Los Angeles



Project Location



- Santa Anita Avenue and Tyler Avenue in South El Monte
- Project limits are Santa Anita Avenue from South of Merced Avenue (south city limit) to Tyler Avenue; and Tyler Avenue from Santa Anita Avenue to Klingerman Street
- 1.4 miles

Project Description

- Make it safer for people who walk, bike, and take transit
 - Improve Pedestrian Mobility (sidewalks, high visibility crosswalks)
 - Improve Bicycle Mobility (Class II and Class IV bike lanes)
 - Construct raised medians at selected locations
 - Add amenities (bus shelters, bike racks, trash cans, improved signage, etc.)



Project Designs

Santa Anita Ave. at Central Ave. looking North



Santa Anita Ave. looking North



Sign Options





Klingerman St. at Tyler Ave. looking South



Rush St. at Tyler Ave. looking South

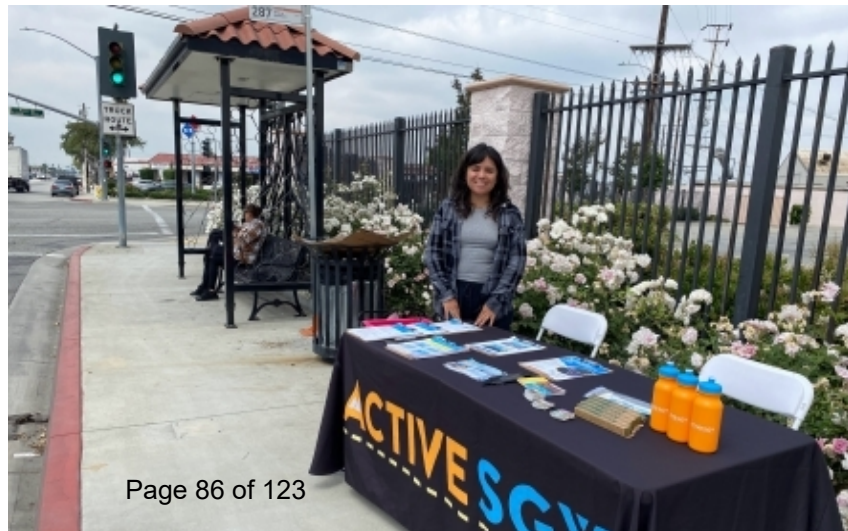


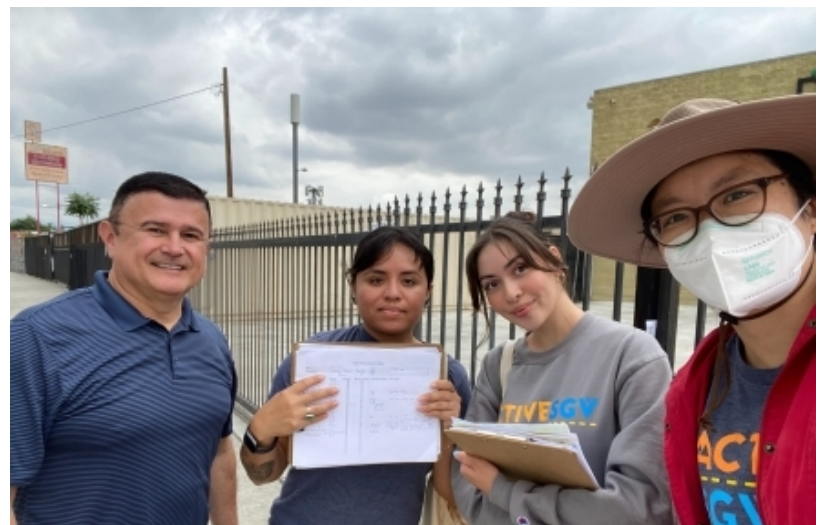


Community Outreach Efforts

- Website: SustainableSantaAnita.org
- 1 community workshop
- 1 community bike ride, 1 city bike ride
- 2 community walking tours
- 2 rounds of door-to-door outreach along project corridor
- 4 pop-ups at local community spots
- 4 tabling events
- 1 mailer sent to businesses and homes within 1/2 mile of project
- 4 stakeholder interviews
- 4 community presentations
- 274 community surveys collected









SANTA ANITA AVE SURVEY RESULTS

Total Number of Surveys Collected

274

English: 251

Spanish: 23

ARE YOU A RESIDENT OF THE CITY OF SOUTH EL MONTE?



Yes
53%



No
47%

SELECT ALL THAT APPLY



I WORK IN SOUTH EL MONTE

28%



I GO TO SCHOOL IN SOUTH EL MONTE

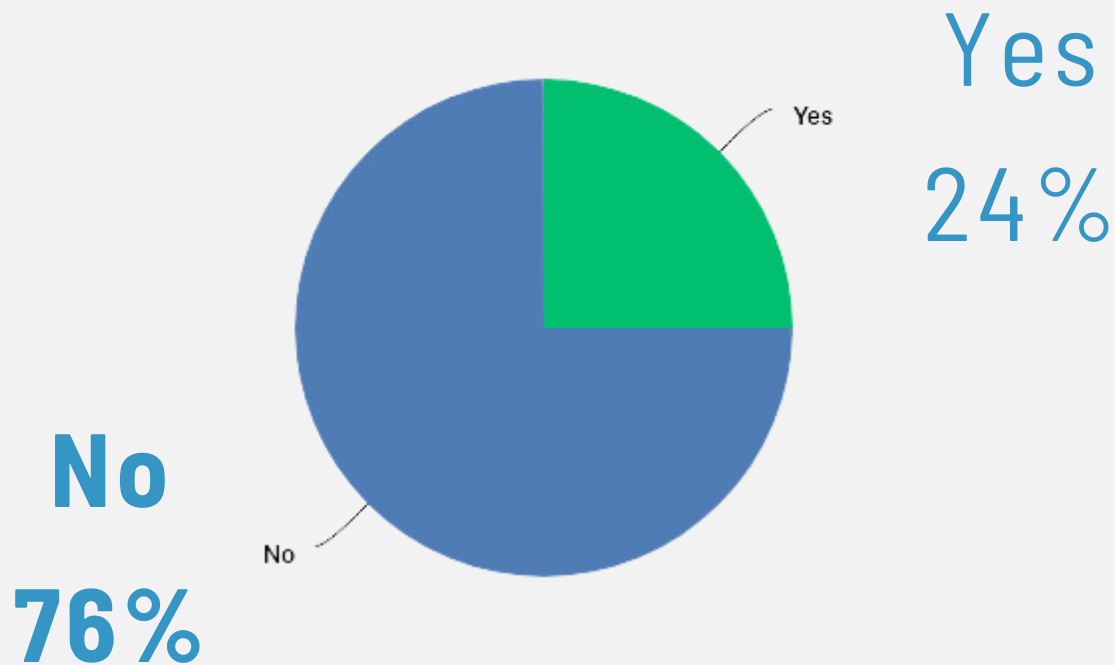
8%



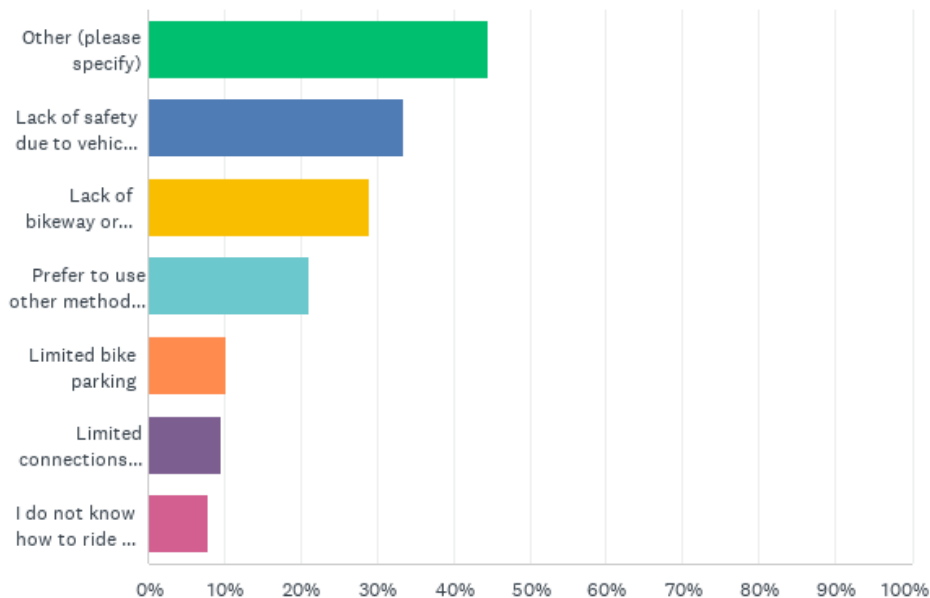
**I VISIT SOUTH EL MONTE OFTEN
(IE: SHOPPING, VISITING FRIENDS
AND FAMILY, ETC.)**

42%

DO YOU FEEL SAFE RIDING A BIKE ALONG SANTA ANITA AVENUE?



IF YOU DO NOT FEEL SAFE RIDING A BICYCLE ALONG SANTA ANITA AVENUE, PLEASE SHARE WHY. PLEASE SELECT ALL THAT APPLY.



ANSWER CHOICES & RESPONSES

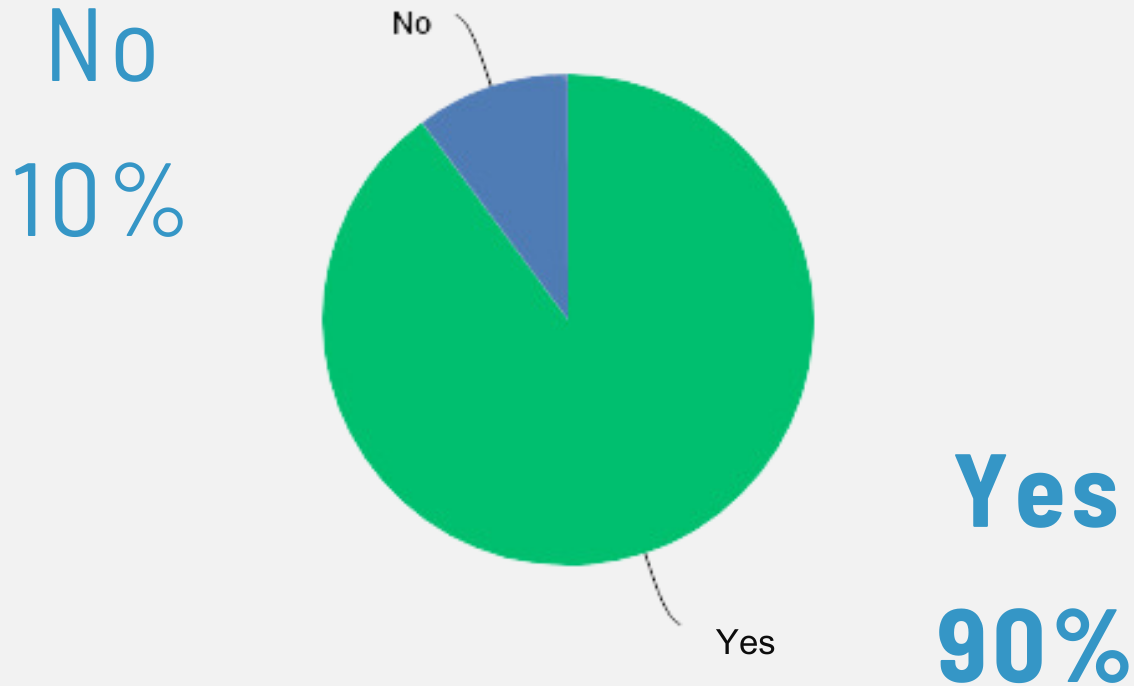
- Other (44%)
- Lack of safety due to vehicle speeds (33%)
- Lack of bikeway or routes connecting to my destinations (29%)
- Prefer to use other modes of transit (22%)
- Limited bike parking (10%)
- Limited connections with public transit (ie: bus, light rail) (10%)
- I do not know how to ride a bike properly on streets with traffic (8%)

WHAT DO YOU LIKE MOST ABOUT SANTA ANITA TODAY?

- **CONNECTIVITY**

- It gets me through where I want to go and since I feel it's like the Main Street of South El Monte
- It has so much potential to make the city a better and more connected place
- It connects South El Monte directly to Whittier Narrows and to my favorite restaurant on Rush Street
- It's a street with a lot of potential to connect its east and west city neighborhoods together via bike lanes
- Wide lanes and lots of space. Straight forward street
- Main thoroughfare for the surrounding area; Whittier Narrows, freeway, City Hall
- Santa Anita serves as a major through way for residents, visitors and stakeholders for South El Monte and El Monte residents to get around

HERE ARE THE PROPOSED DESIGNS FOR SANTA ANITA AVE/ TYLER AVENUE IN SOUTH EL MONTE, WHICH FEATURE BIKE LANES, CROSSWALKS, BULB OUTS AND MORE. DO YOU SUPPORT THE PROPOSED DESIGNS?



PLEASE EXPLAIN WHY OR WHY NOT.

- **IMPROVE SAFETY FOR EVERYONE**

- Safety for pedestrians, cyclists, drivers
- Streets are meant for all, not just cars. We need to do a better job at building infrastructure that will accomodate all modes of transportation from walking to biking. Please make our streets more equitable

- **ENHANCE BEAUTIFICATION**

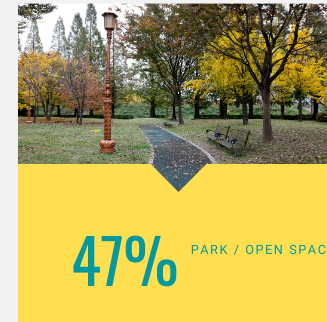
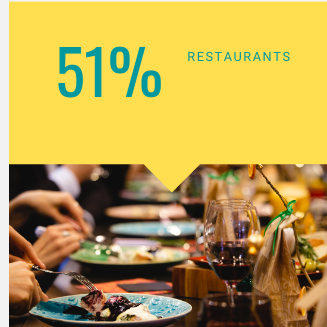
- It looks good, nice, attractive, beautiful, more organized
- Any improvement to city streets is good
- Better for the city

- **CONNECT PEOPLE TO PLACES**

- Great idea for everyone and the kids
- Make it safer for grandkids to go to school
- Sometimes we walk to grab lunch and want to be safe

- 10% prefer the street to stay the same, as-is

ALONG THE SANTA ANITA CORRIDOR, I WOULD LIKE TO SEE MORE OF THE FOLLOWING.



WHAT WOULD YOU WANT TO CHANGE ABOUT SANTA ANITA AVE? ADDITIONAL COMMENTS/ CONCERNS?

- **MAKE SANTA ANITA GREEN, SAFE, AND INVITING**

- Make it a greener space for people to be able to walk, bike and enjoy
- Make it more inviting for people to walk and bike along
- Have protected bike lanes and smart intersections
- Make it safe for more modes of transportation, including public transportation
- Add more trees to create shade for pedestrians
- Large trees to provide shade; too much concrete
- It's very bare. Missing a lot of personality, shade, plants & trees, attractions for people to walk, exercise, and actually utilize the street for everything else other than driving
- Need a signal light on Santa Anita and Weaver St. A stoplight at Santa Anita and Mayans

WHAT WOULD YOU WANT TO CHANGE ABOUT SANTA ANITA AVE? ADDITIONAL COMMENTS/ CONCERNS?

- **EXPLORE DIFFERENT USES**

- Make Santa Anita avenue prioritize people by having lots of businesses, housing, and making it more more walking and biking instead of cars
- Many underused buildings. We need to get them occupied with job producing businesses and maintain a better environment for locals to utilize and work for our young people

Next Steps



- Project outreach has concluded (February to September 2023)
- Fully funded; City Council motion to move forward
- Construction is anticipated to start by late 2024, and be completed by late 2025



Thank you!

Amy@ActiveSGV.org

SustainableSantaAnita.org



City Council Agenda Report

Agenda Item No. 9.b.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: city attorney

SUBJECT: DISCUSSION AND DIRECTION CONCERNING SIDEWALK VENDOR LAWS AND POTENTIAL NEW REGULATIONS

SUMMARY: The City Attorney's Office and City staff are presenting this item to the City Council so that the Council can review and discuss potential improvements to the regulations for sidewalk vendors in the City. South El Monte Municipal Code ("SEMMC") Chapter 5.09, "Sidewalk Vending," is limited by recent state laws protecting sidewalk vendors. This staff report discusses potential amendments to Chapter 5.09 that could be brought back as an amended ordinance for first reading at a future city council meeting.

RECOMMENDED ACTION: Staff recommends City Council review and discuss existing regulations for sidewalk vendors under SEMMC Chapter 5.09, "Sidewalk Vending," summarized in this report. Consider suggested amendments to Chapter 5.09. Provide direction to staff regarding these suggested amendments and/or provide alternative direction.

FISCAL/FINANCIAL IMPACT: None at this time.

DISCUSSION: Options available to the City Council to amend the municipal code include:

- Require vendors to carry a form of ID when vending. This will make it easier for Code Enforcement to administer and keep track of citations.
- Require vendors to prevent customers from obstructing the sidewalk in accordance with the municipal code.
- Prohibit vendors from depositing harmful material or waste on public property or in a place that might result in injury to any person, including rubbish, garbage, food waste, paper, empty containers, and other waste items, including cooking waste such as oil and grease.

The State Legislature has passed two major bills in the past five years which largely permit sidewalk vending, including stationary and roaming vendors who sell merchandise

and food products – SB 946, passed in 2018, and SB 972, passed in 2022. The State has largely decriminalized street vending and has recently extended protections to street vendors selling and preparing food. Currently, the City cannot criminally punish violations of its street vending regulations. Instead, the City is limited to enforcing administrative fines against violators.

Food vendors have been granted less restrictive health and safety code regulations than other food service businesses by the State and County, so not all applicants for a vendor's license need to obtain health permits.

However, the City can still enforce its local regulations against vendors, which require all vendors to carry City permits, business licenses, state sellers licenses, and abide by certain requirements when vending.

SB 946

In 2018, the Legislature passed SB 946, which largely decriminalized sidewalk vending, except for sidewalk food vending. While local agencies still retained the authority to pass ordinances regulating certain aspects of sidewalk vending, such as time, place, and manner of vending in sensitive areas (residential areas, emergency zones, public parks, special events, and near swap meets and near farmers markets), local agencies are prohibited from banning sidewalk vending altogether.

SB 972

In September 2022, the Legislature passed SB 972, which largely decriminalized sidewalk food vending in a similar manner as SB 946. SB 972 came into effect January 1, 2023. SB 972 classified sidewalk food vendors as "Compact Mobile Food Operations" ("CMFO"s) under the Health & Safety Code. The bill limits the City's authority to regulate sidewalk food vendors by: (1) limiting punishment of local code violations to administrative fines and (2) loosening Health & Safety Code requirements as they apply to sidewalk food vendors.

Formerly, a violation of the Health & Safety Code was a misdemeanor offense. Under SB 972, sidewalk food vendors may only be punished by an administrative fine when they violate the Health & Safety Code and/or a local agency's regulations. Further, sidewalk food vendors who only sell prepackaged, non-potentially hazardous (non-perishable) foods or whole uncooked fruits and vegetables, and whose carts or food operations take up 25 square feet or less, do not need a health permit to operate under state law.

SEMMC Chapter 5.09, "Sidewalk Vending"

The City passed Ordinance 1233 in 2019 in response to SB 946 to ensure that the Municipal Code both complied with new state law and to maximize local control of sidewalk vending permitted under the law. (South El Monte Municipal Code ("SEMMC") Chapter 5.09, Sidewalk Vending.)

Sidewalk vendors need a vending permit, a business license, and a California seller's permit in order to operate legally under the South El Monte Municipal Code. If vending food, applicants for a vending license must have a food handler course certification and proof of required approvals by the LA County Department of Public Health. Under SB 972, the City can likely retain the requirement that sidewalk food vendors complete a food handler course, but certain CMFO vendors will not be required to have health permits or approvals by the County. Vendors must carry all required permits and licenses while vending. Failure to abide by the City's sidewalk vending regulations may result in licenses and permits being revoked.

The City is prohibited under state law from banning sidewalk vending altogether. However, the Municipal Code prohibits vendors from selling within certain parts of the City, including upon or within any roadway, median strip, or dividing section; within five hundred feet of a farmer's market, swap meet, or any temporary special event; in any City parking lot; and within two hundred feet of another vendor. Stationary vendors are prohibited from vending in residential zones and in parks with existing concessions

stands. All vendors are prohibited from vending to customers in moving vehicles or in a manner that obstructs vehicle or pedestrian traffic, and must leave at least three feet of clearance on all sidewalks or pedestrian areas. Sidewalk vendors selling food are still required to maintain sanitary conditions under the Health & Safety Code, LA County Health Services regulations and the Code.

Under the Municipal Code, violations of the street vending regulations are currently punishable by an administrative fine. Violations are not punishable as an infraction or misdemeanor. The City's administrative fines reflect the requirements and limits established by SB 972. Additionally, the City is permitted to seize property from vendors who are operating illegally. However, the City is liable for any property damages incurred while the property is in the City's possession.

The City Attorney's Office and City staff are glad to answer any questions that the City Council has concerning this matter.

ATTACHMENT(S):

- A. SEMMC Chapter 5.09, "Sidewalk Vending"

Chapter 5.09 SIDEWALK VENDING

(All Content Displayed)

- 5.09.010 Definitions.
- 5.09.020 Permit required.
- 5.09.030 Permit application.
- 5.09.040 Criteria for approval or denial of permit.
- 5.09.050 Permit expiration and renewal.
- 5.09.060 Permit rescission.
- 5.09.070 Appeals.
- 5.09.080 Permits nontransferable.
- 5.09.090 Operating requirements.
- 5.09.100 Administrative citations.

5.09.010 Definitions.

The following words and phrases, whenever used in this chapter, shall be defined as follows:

“Certified farmers’ market” means a location operated in accordance with Chapter 10.5 of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

“Director” means the community development director of the city of South El Monte.

“Person” means one or more natural persons, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnerships, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Sidewalk vendor” means a person who vends from a vending cart or from one’s person, upon a public sidewalk, parkway, pedestrian path, or other public right-of-way available to pedestrians.

“Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

“Swap meet” means a location operated in accordance with Article 6 of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

“Temporary special permit” means a permit issued by the city for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerns.

“Vend” or “vending” means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.

“Vending cart” means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for vending, that is not a vehicle as defined in the California Vehicle Code. (Ord. 1233 §2, 2019)

5.09.020 Permit required.

No person, either for themselves or any other person, shall conduct or engage in sidewalk vending within the city without first obtaining a sidewalk vending permit pursuant to this chapter. (Ord. 1233 §2, 2019)

5.09.030 Permit application.

To apply for a sidewalk vending permit, a person must file an application with the director, accompanied by a nonrefundable processing fee in an amount established by resolution of the city council. The application shall be in a form prescribed by the director and shall contain, at a minimum, the following:

- A. The legal name and current address and telephone number of the applicant.
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal.
- C. A description of the food or merchandise offered for sale.
- D. A description of the area(s) the applicant intends to operate.

- E. Whether the applicant intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor.
- F. A copy of a valid business license issued pursuant to South El Monte Municipal Code Chapter 5.04.
- G. A California seller's permit number pursuant to Revenue and Taxation Code Section 6067.
- H. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief.
- I. If a vendor of food or food products, certification to completion of a food handler course and proof of all required approvals from the Los Angeles County department of public health.
- J. Proof of liability insurance.
- K. Any other reasonable information regarding the time, place, and manner of the proposed vending. (Ord. 1233 §2, 2019)

5.09.040 Criteria for approval or denial of permit.

The director, or designee, shall approve the issuance of a permit unless he or she determines that:

- A. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
- B. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents;
- C. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in Section 5.09.090;
- D. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of this chapter; or

E. The applicant is convicted of any felony or misdemeanor involving moral turpitude and has not subsequently demonstrated rehabilitative characteristics, or assault.

If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant. (Ord. 1233 §2, 2019)

5.09.050 Permit expiration and renewal.

A sidewalk vending permit shall be valid for twelve months from the date of issuance and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the city prior to the expiration of his or her active sidewalk vending permit. (Ord. 1233 §2, 2019)

5.09.060 Permit rescission.

The director may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violation of this chapter. The director may also rescind a permit issued to a sidewalk vendor if the sidewalk vendor is convicted of any felony or misdemeanor involving moral turpitude and has not subsequently demonstrated rehabilitative characteristics, or assault. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending permit upon the expiration of the term of the rescinded permit. (Ord. 1233 §2, 2019)

5.09.070 Appeals.

Any person aggrieved by the decision of the director to issue, deny issuance, or rescind a sidewalk vending permit may appeal the decision to the city council. The appeal shall be filed with the city clerk within fifteen days following the date of the director's decision. (Ord. 1233 §2, 2019)

5.09.080 Permits nontransferable.

No permit granted pursuant to this chapter shall be transferable. (Ord. 1233 §2, 2019)

5.09.090 Operating requirements.

Sidewalk vendors shall comply with the following:

A. No sidewalk vendor shall vend in the following locations:

1. Within fifteen feet of any street intersection.
2. Within ten feet of any fire hydrant, fire call box, or other emergency facility.
3. Within ten feet of any curb which has been designated as white, yellow, green, blue, or red zone, or a bus zone.
4. Within ten feet of any driveway or driveway apron.
5. Upon or within any roadway, median strip, or dividing section.
6. Within five hundred feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit.
7. In any city parking lot.
8. On private property without the consent of the property owner.
9. Within two hundred feet of another vendor.

B. No sidewalk vendor shall vend to customers in moving operating vehicles, or in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than three feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices.

C. Sidewalk vending is permitted between the hours of eight a.m. and ten p.m. daily, except as follows:

1. In residential areas, sidewalk vending shall be permitted between the hours of nine a.m. and six p.m.

2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.

3. In city parks, sidewalk vending shall be permitted only during hours open to the public.

D. Stationary sidewalk vendors shall not vend in areas that are zoned exclusively residential.

E. Stationary sidewalk vendors shall not vend at any park where the park operator has an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

F. Sidewalk vendors shall provide a trash receptacle for customers and shall ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen foot radius of the vending location.

G. Vendors of food or food products shall possess and display in plain view on the vending cart all applicable permits from Los Angeles County department of public health, including a valid and current mobile food facility permit.

H. Sidewalk vendors shall possess, at all times while vending, a valid permit issued pursuant to this chapter, as well as any other permit or license required by the city and any other appropriate governmental agency.

I. Sidewalk vendors shall possess, at all times while vending, current liability insurance.

J. Sidewalk vendors shall comply with all applicable state and local laws, including, without limitation, state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).

K. Vending carts shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to, lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other

objects within the public right-of-way. No vending cart shall become a permanent fixture on the vending site or be considered an improvement to real property.

L. Vending carts shall not be left unattended or stored on public property or within the public right-of-way. (Ord. 1233 §2, 2019)

5.09.100 Administrative citations.

A. A violation of this chapter by a sidewalk vendor who has a valid sidewalk vending permit from the city is punishable only by an administrative citation pursuant to Chapter 1.14, in amounts not to exceed the following:

1. One hundred dollars for a first violation.
2. Two hundred dollars for a second violation within one year of the first violation.
3. Five hundred dollars for each additional violation within one year of the first violation.

B. A person engaged in sidewalk vending without a valid city sidewalk vending permit is punishable by an administrative citation pursuant to Chapter 1.14 in amounts not to exceed the following, in lieu of the amounts set forth in subsection A:

1. Two hundred fifty dollars for a first violation.
2. Five hundred dollars for a second violation within one year of the first violation.
3. One thousand dollars for each additional violation within one year of the first violation.
4. Upon proof of a valid sidewalk vending permit issued by the city, the administrative citations set forth in this subsection shall be reduced to amounts set forth in subsection A.

C. A violation of this chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

E. When assessing administrative citations pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The city shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

F. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, the city shall accept, in full satisfaction, twenty percent of an administrative citation imposed pursuant to this chapter.

G. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition. (Ord. 1233 §2, 2019)



City Council Agenda Report

Agenda Item No. 9.c.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-100, IN SUPPORT OF LAWSUIT FILED BY TWELVE CALIFORNIA CITIES AGAINST ZERO-BAIL POLICY

SUMMARY: Consideration and approval of a resolution in support of the lawsuit filed by twelve cities against the Los Angeles Superior Court Zero-Bail policy.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-100, in support of the lawsuit filed by twelve cities against the LA Superior Court zero-bail policy.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: New County Zero-Bail Schedule

The Los Angeles Superior Court approved a new zero-bail policy, officially known as Pre-Arrest Release Protocols, or PARP, which will take effect on October 1, 2023. This new policy extends policies that were implemented during COVID 19 to reduce jail populations and eliminates the cash bail system for all but the most serious of crimes.

Under this new bail schedule, most wrongdoers arrested will be “cited and released” at the location of the arrest with a notice to appear in court or be brought to a local jail to be “booked and released” with a notice to appear in court. This court appearance will be weeks or months away from the date of the arrest. The “cite and release” and “book and release” requirements of the new bail schedule apply to almost all misdemeanor crimes and a growing list of non-violent felonies. The list includes car thefts, car burglaries, thefts of property at any value, retail and commercial thefts and burglaries, possession of stolen property, forgery, drug sales, and many others.

Judges will maintain the ability to hold offenders without bail after a “magistrate review” based on the severity of the crime, the risk that the offender will flee, and the risk to the public. Offenses involving guns, sexual battery, crimes against children/elders, and

contact with minors with intent to commit a sexual offense are examples of offenses subject to magistrate review.

Lawsuit to Vacate the New Zero-Bail Schedule

The City of Whittier took the lead in filing a lawsuit to challenge the legality of the zero-bail policy after its experience with a convicted felon in possession of a firearm being released after a magistrate review only to commit a serious assault on a police officer hours after his release.

The lawsuit was filed on September 29, 2023. The City of Whittier (along with the cities of Artesia, Covina, Downey, Glendora, Lakewood, Industry, Santa Fe Springs, Palmdale, Vernon, Arcadia and La Verne) is seeking an injunction to stop the implementation of the zero-bail policy and to restore the longstanding bail system. Named defendants in the matter include the Los Angeles Superior Court and other defendants in the court system.

Since the cities sued Los Angeles Superior Court, the LA Superior Court has recused itself. The cities requested that the matter be assigned to Orange County Superior Court and the case has been transferred to Orange County Superior Court for further court proceedings in the case.

ATTACHMENT(S):

- A. Resolution No. 23-100, in Support of Lawsuit Filed by Twelve Cities Against Zero Bail Policy

RESOLUTION NO. 23-100

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL IN SUPPORT OF LAWSUIT FILED BY TWELVE CALIFORNIA CITIES AGAINST ZERO-BAIL POLICY

WHEREAS, at the height of the COVID-19 pandemic, Los Angeles County implemented a zero-bail system in an effort to prevent overcrowding in county jail facilities; and

WHEREAS, in May 2023, Judge Lawrence Riff issued a preliminary injunction in *Urquidi v. City of Los Angeles*, LASC Case No. 22STCP04044, enjoining the Los Angeles County Sheriff's Department and the Los Angeles Police Department from applying or enforcing any bail schedules that had monetary amounts for non-serious, non-violent felonies and misdemeanors; and

WHEREAS, the Los Angeles Superior Court Executive Committee adopted, effective October 1, 2023, a revised "Uniform Countywide Misdemeanor Bail Schedule" and a "Uniform Countywide Felony Bail Schedule", which imposes a Pre-Arrest Release Protocol ("PARP") commonly known as a "zero-bail" system; and

WHEREAS, the newly adopted bail schedule eliminates the existing cash-bail system for all but the most serious crimes; and

WHEREAS, the new policy implements "cite and release" and "book and release" policies in which most wrongdoers will be cited and released with a notice to appear in court, or brought to a local jail and released with a notice to appear in court; and

WHEREAS, the "cite and release" and "book and release" apply to almost all misdemeanor crimes and some non-violent felonies. This list includes, but is not limited to car thefts, car burglaries, thefts of property at any value, retail and commercial thefts and burglaries, possession of stolen property, forgery, drug sales; and

WHEREAS, the new zero-bail schedule will require a "magistrate review" for wrongdoers who pose a greater risk society. Offenses involving battery on a peace officer, sexual offenses against a minor, and human trafficking are examples of offenses subject to magistrate review; and

WHEREAS, in light of the new zero-bail schedule, twelve California Cities (Whittier, Artesia, Covina, Downey, Glendora, Lakewood, Industry, Santa Fe Springs, Palmdale, Vernon, Arcadia, and La Verne) filed a Complaint pursuing an injunction to postpone implementation of the new bail schedule against the Los Angeles Superior Court, Executive Committee, The Honorable Samantha P. Jessner, The Honorable Sam Ohta, and David W. Slayton; and

WHEREAS, the Cities' Complaint alleges that the new policy fails to consider the protection of the public, the safety of the victim, the seriousness of the offense, the criminal record of the wrongdoer, and the probability of the wrongdoer appearing in court; and

WHEREAS, the City of South El Monte (“City”) considers the health, safety, and welfare of its community to be of utmost importance; and

WHEREAS, the City declares its support of the twelve cities (and any additional cities that might join the lawsuit as plaintiffs) in the lawsuit against the zero-bail policy and the City voices its opposition to the new “zero-bail” system in effect in Los Angeles County.

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

SECTION 1. The recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby approves this Resolution declaring the City’s support of the above-referenced lawsuit filed in opposition of the zero-bail policy in effect in Los Angeles County.

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

PASSED, APPROVED AND ADOPTED this 24th day of October 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 23-100 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 24th day of October 2023, and that said Resolution was adopted by the following vote:

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

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 12.a.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: **COUNCILMEMBER HECTOR DELGADO**

1. Discussion on Planning Commission's Decision from the Planning Commission Meeting on October 17, 2023, regarding Resolution No. 23-04, Conditional Use Permit (CUP) No. 23-03.

RECOMMENDATION: Discussion and/or action.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 12.b.

DATE: October 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: **MAYOR GLORIA OLMOS**

1. More User Friendly with Business License Process through HdL.

RECOMMENDATION: Direction and/or action.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: October 24, 2023

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR SEPTEMBER 26, 2023

SUMMARY: Staff is requesting approval of the Minutes of the September 26, 2023 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of September 26, 2023.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Successor Agency Minutes 9-26-23

CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
Tuesday, July 25, 2023 - 6:00 p.m.
1415 Santa Anita Ave., South El Monte, CA 91733

Successor Agency Meeting Immediately Followed Regular City Council Meeting

ANNOUNCEMENT BY THE CITY CLERK (PRIOR TO CONVENING THE SUCCESSOR AGENCY MEETING)

Pursuant to Government Code Section 54952.3, Board Members do not receive any compensation or stipend for attending the Successor Agency meeting

Chair Olmos called the meeting to order at 7:43 p.m.

16. CALL TO ORDER AND ROLL CALL

PRESENT: Board Member(s): Acosta, Bojorquez, Delgado, Vice Chair Angel,
and Chair Olmos.

ABSENT: Board Member(s): None.

STAFF PRESENT: Rene Salas, Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary, and Robert Molina, Interim Deputy City Clerk.

STAFF ABSENT: Paola Lara, Deputy City Clerk.

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

17. APPROVAL OF AGENDA

A motion was made by Vice Chair Angel, seconded by Board Member Bojorquez to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Bojorquez, Delgado, Vice Chair Angel,
and Chair Olmos

NAYS: Board Member(s): None.

ABSENT: Board Member(s): None.

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

AYES: Board Member(s): Acosta, Bojorquez, Delgado, Vice Chair Angel,
and Chair Olmos

NAYS: Board Member(s): None.

ABSENT: Board Member(s): None.

19.a. Approved the Regular Successor Agency Meeting Minutes of July 25, 2023.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 7:45 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair



Successor Agency Agenda Report

Agenda Item No. 19.b.

DATE: October 24, 2023

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK SUCCESSOR AGENCY MEETING DATE

SUMMARY: Each year, staff request the Successor Agency consider “going dark” on the fourth Tuesday (second meeting) in November and December due to the Thanksgiving and Christmas holidays. This year, however, the fourth Tuesday (second meeting) in November does not fall on a holiday. Therefore, there will be a city council meeting on November 28, 2023.

RECOMMENDED ACTION: Staff recommends the Board approve going dark on Tuesday, December 26, 2023, due to the Christmas holiday.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: The Agency Board takes a recess and does not hold a second meeting in the months of November and December. If there is a need, a special meeting can be held during either month. This year the fourth Tuesday (second meeting) in November does not fall on a holiday. Therefore, there will be a city council meeting on November 28, 2023.

ATTACHMENT(S):

None