

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



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

CITY OF SOUTH EL MONTE

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

AGENDA

March 26, 2024, 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) 579-6540 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)).

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540
Cell (626) 274-4842

Sabrina Muhne, Deputy City Clerk
Ph (626) 579-6540
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Hector Delgado

3. INVOCATION

Pastor David Torres, Calvary Assembly of God Church

4. PRESENTATIONS

- 4.a.** Certificate of Recognition to Ophelia Silva, Resident of South El Monte for over 60 Years, Honoring her 100th Birthday on March 8, 2024
- 4.b.** Presentation by Edward Zuniga, Ed.D., Superintendent, El Monte Union High School District on the Safety Resource Officer (SRO) program
- 4.c.** Certificate of Recognition Presented to Noelia Saucedo for receiving a 2024 Distinguished Women of the 56th District Award from Assemblywoman Lisa Calderon
- 4.d.** Certificates of Recognition Presented to the City's "C" Division Youth Girls Basketball for Winning the Southern California Municipal Athletic Federation (SCMAF) Basketball Championship
- 4.e.** Audit Results of the City of South El Monte Financial Statements as of and for the Fiscal Year Ended June 30, 2023
- 4.f.** Sheriff's Department Report for the Month of February 2024
- 4.g.** Code Enforcement and Public Safety Department Report for the Month of February 2024

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 MARCH 12, 2024

Staff is requesting approval of Minutes for the March 12, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the March 12, 2024, Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-138, APPROVING WARRANTS FOR THE PERIOD OF MARCH 13, 2024, THROUGH MARCH 26, 2024

Authorizing payment of City expenditures for the period of March 13, 2024, through March 26, 2024, totaling \$798,687.61.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-138, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-139, APPROVING PLANS AND SPECIFICATIONS AND AWARDING A CONSTRUCTION AGREEMENT TO CALPROMAX ENGINEERING, INC. FOR THE TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD (HSIPL-5352(021))

On February 20, 2024, the Engineering Department solicited bids for the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd. The lowest responsive bid was submitted by Calpromax Engineering, Inc. in the amount of \$437,390.00.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve the plans and specifications for the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd. Project;
2. Review the bids and find that Calpromax Engineering, Inc. has submitted the lowest responsive bid;
3. Adopt Resolution No. 24-139, approving plans and specifications and awarding the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd Project contract to Calpromax Engineering, Inc. in the amount of \$437,390.00;
4. Approve a 15% contingency amount of \$65,608.50 for a total project construction budget amount not to exceed \$502,998.50; and
5. Authorize the City Manager or designee to negotiate and execute the contract.

8. PUBLIC HEARINGS

8.a. **CONTINUED FROM THE MARCH 12, 2024, CITY COUNCIL MEETING - ADOPTION OF RESOLUTION 24-140, REPEALING RESOLUTION NO. 21-63 AND APPROVING THE REVISED VERSION OF HOUSING ELEMENT 2021-2029 IN RESPONSE TO REQUIRED REVISIONS FROM THE STATE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT AND RE-ADOPTING PRIOR NEGATIVE DECLARATION**

Adoption of Resolution repealing Resolution No. 21-63, approving the revisions to the City's 6th Cycle 2021-2029 Housing Element.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 24-140, repealing Resolution No. 21-63 and approving the revisions to the City's 6th Cycle 2021-2029 Housing Element in response to required revisions from the State Office of Housing and Community Development and readopting prior Negative Declaration.

9. GENERAL BUSINESS

9.a. **DISCUSSION AND POSSIBLE DIRECTION REGARDING OPTIONS FOR ADDITIONAL RESTRICTIONS ON SMOKING IN PUBLIC PLACES AND THE SALE OF TOBACCO IN THE CITY**

At the February 13, 2024, City Council meeting, the City Council expressed interest in exploring its options to address smoking and tobacco sales in the City following a presentation discussing the same. Accordingly, by way of this staff report, the City Attorney's Office further evaluated the matter to provide the City Council some options to address the regulation of smoking and prohibition of the sale of all tobacco products.

RECOMMENDED ACTION: (1) Continue to follow and enforce the City's tobacco and electronic cigarette retail permitting regulations and smoking prohibitions pursuant to Chapters 8.40 and 8.42 of the South El Monte Municipal Code ("SEMMC") as it adopts and implements provisions delineated by Federal and State law; and (2) Consider amending the SEMMC to ban the sale of flavored tobacco products and tobacco product flavor enhancers pursuant to Senate Bill 793.

9.b. next page.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION 24-141, APPROVING AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (CSA) WITH COUNCIL FOR WATERSHED HEALTH FOR THE MERCED AVENUE GREENWAY PROJECT

On October 12, 2021, the City Council adopted Resolution 21-66 awarding a contract services agreement (CSA) to Council for Watershed Health (CWH) to provide project administration services for the Merced Avenue Greenway (Rush Street to Lerma Road) project in the amount of \$412,447 funded through a California Natural Resource Agency Prop 68 grant to proceed with pre-construction activities including project administration, grant reporting, technical services supporting bid and award, WQ/LID planning documents and community engagement. The Merced Avenue Greenway Project in the City of South El Monte is a multi-benefit green street project which includes decentralized Low Impact Development (LID) Best Management Practices (BMPs) within the street right-of-way that slows, captures, treats, and infiltrate stormwater runoff.

RECOMMENDED ACTION: Staff recommends City Council: Adopt Resolution No. 24-141, approving an amendment to the existing CSA with Council for Watershed Health to 1) increase the PSA value by \$499,850 to authorize the full scope of project administration, technical services, LID/WQ monitoring program implementation and community engagement through construction and post-construction monitoring of the southern portion of the Merced Avenue Greenway project. These efforts are expressly identified within the funded agreements and line item budgets of the State Water Resource Control Board (SWRCB) Prop 1 and LA County Safe Clean Water Program (SCWP) Measure W grants; 2) edit PSA terms and conditions in Exhibit C to delete 10% retention requirement; and, 3) extend performance period to April 30, 2026.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION

**13.a. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6**

City Negotiator: City Manager
Employee Organizations: South El Monte Employees Association

**13.b. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6**

City Negotiator: City Manager
Employee Organizations: South El Monte Executive Management Team
Association

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, Angel, Delgado, Vice Chair Bojorquez, 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 FEBRUARY 27, 2024

Staff is requesting approval of the Minutes of the February 27, 2024, Successor Agency Meetings.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of February 27, 2024.

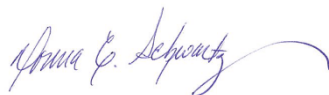
20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, April 9, 2024, 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 21st day March 2024.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: March 26, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Certificate of Recognition to Ophelia Silva, Resident of South El Monte for over 60 Years, Honoring her 100th Birthday on March 8, 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: March 26, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Presentation by Edward Zuniga, Ed.D., Superintendent, El Monte Union High School District on the Safety Resource Officer (SRO) program

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. EMUHSD SRO Program Presented to City of So. El Monte 3.26.24



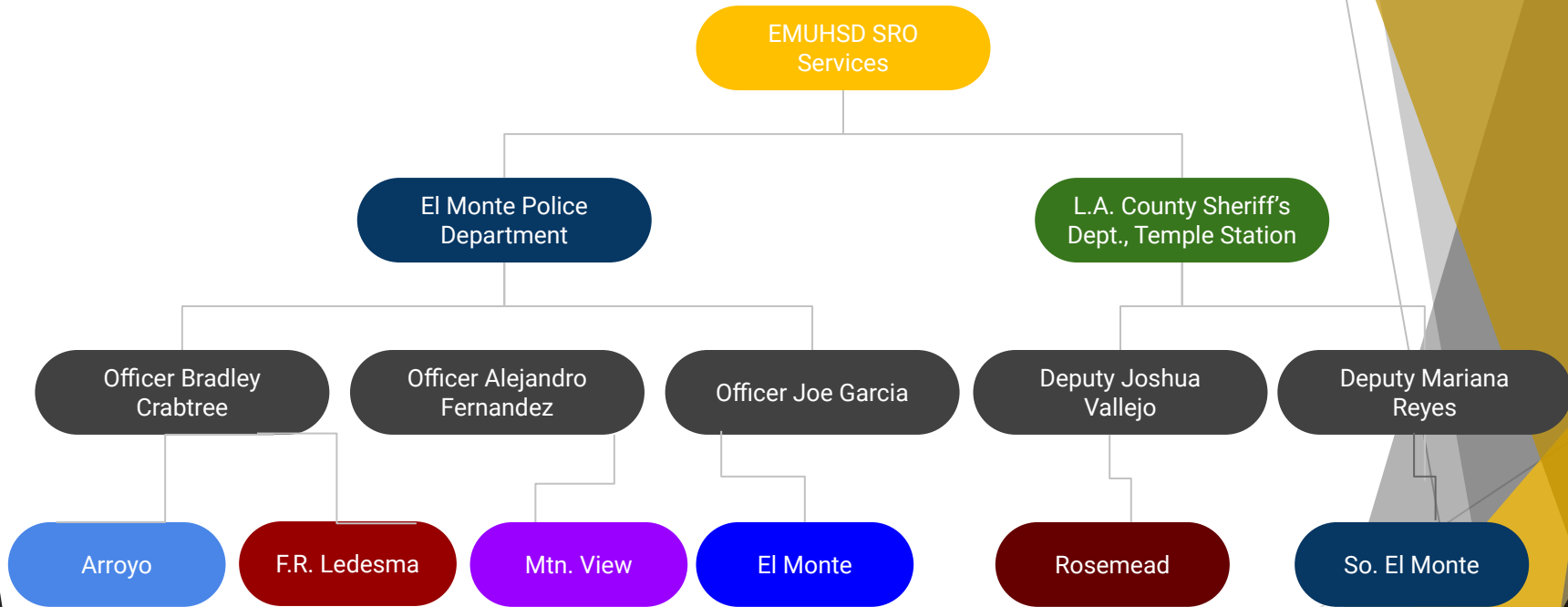
El Monte Union High School District

School Resource Officer Program
Presented to the South El Monte
City Council
March 26, 2024

School Resource Officer Program

- ▶ The United States Department of Justice defines **school resource officers (SRO)** as "sworn law enforcement officers responsible for safety and crime prevention in schools"
- ▶ They are employed by a local police or sheriff's agency and work closely with administrators in an effort to create a safer environment for both students and staff.
- ▶ Partnerships are established between local law enforcement agencies (city, county, etc.) and school districts

School Resource Program 2023-2024



County of Los Angeles

School Law Enforcement Services

- ▶ Standardized county school law enforcement services agreement
- ▶ Deputy Resource Officers are from L.A County Sheriff's Dept.
 - Temple Station
- ▶ 180 days of coverage; summer school are added days of service per agreement
- ▶ Daily working hours: 8-hour day; five days per week
- ▶ District is invoiced directly by Los Angeles County Sheriff's Department

EMUHSD Costs for 2023-2024 SRO Program

Agency	Associated Costs:	City Partnerships:
L.A. County / Sheriff's Department	Cost per Deputy Resource Officer: \$239,996.18 Cost at 100% for (2) School Resource Deputies (SRD) • \$479,992.36	City Partners who agreed to contribute 50% of cost for (1) SRD: • \$119,998.09 <u>Note:</u> City of So. El Monte contributed 50% of costs in prior years

El Monte Union and City of Rosemead Partnership School Resource Deputy Services

- ▶ The City of Rosemead agreed to contribute 50% of the cost of the (1) SRD services at Rosemead High School in the amount not to exceed \$119,998.09 for the 2023-2024 school year.
 - ▶ Total L.A. County cost for SRD services: \$239,996.18
- ▶ For services rendered, City of Rosemead pays EMUHSD monthly installments for the shared cost of the assigned SRD at Rosemead H.S.

Benefits of School District-City Partnerships

Partnerships involve financial contributions from both the school district and the local government to cover the costs associated with placing law enforcement officers in schools.

- ▶ Enhanced School Safety
- ▶ Improved Resource Allocation
- ▶ Community Policing Benefits
- ▶ Early Intervention and Support
- ▶ Crisis Management and Preparedness
- ▶ Enhanced Access to Community Resources
- ▶ Community Investment: Future Contributing Adults to our Local Community

District-City Partnerships: A Win-Win for Our Community

By sharing the responsibility and costs associated with SROs, school districts and cities can collectively enhance the educational and social environment for students, contributing to safer, more supportive, and more effective schools and communities.

Thank You!



Questions?



City Council Agenda Report

Agenda Item No. 4.c.

DATE: March 26, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Certificate of Recognition Presented to Noelia Saucedo for receiving a 2024 Distinguished Women of the 56th District Award from Assemblywoman Lisa Calderon

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.d.

DATE: March 26, 2024

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: Certificates of Recognition Presented to the City's "C" Division Youth Girls Basketball for Winning the Southern California Municipal Athletic Federation (SCMAF) Basketball Championship

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.e.

DATE: March 26, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: Audit Results of the City of South El Monte Financial Statements
as of and for the Fiscal Year Ended June 30, 2023

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. South El Monte PowerPoint 63023



MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

Financial Statement and Management Reports Presentation June 30, 2023

1

PRESENTERS

BIN ZENG - MANAGER



MOSS, LEVY & HARTZHEIM LLP
CERTIFIED PUBLIC ACCOUNTANTS

The Firm

2

57 YEARS AS A CPA FIRM
37 YEARS OF
GOVERNMENTAL AND CITY
AUDITING
QUALITY OF STAFF





MOSS, LEVY & HARTZHEIM LLP
CERTIFIED PUBLIC ACCOUNTANTS

Financial Statement and Management Reports Presentation June 30, 2023

3

MANAGEMENT'S RESPONSIBILITIES

AUDITORS' RESPONSIBILITIES

APPROACH TO THE AUDIT

RESULTS



MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

Responsibilities – Management

4

- **PRESENT THE FINANCIAL STATEMENTS IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**
- **ADOPT ACCOUNTING POLICIES AND PROCEDURES**
- **ESTABLISH AND MAINTAIN INTERNAL CONTROLS OVER FINANCIAL REPORTING**
- **PROVIDE EVIDENCE SUPPORTING THE FINANCIAL STATEMENTS AND RELATED DISCLOSURES**
- **PREVENT AND DETECT FRAUD**



Stages of the Audit Process

5

- Stage I - Planning in the CPA office and at City
- Stage II – Risk Based Review of Systems and Compliance
- Stage III – Testing of Selected Account Balances
- Stage IV – Assist City in Financial Statement Preparation and Issue Auditor's Reports



Audit Opinion and Other Matters

6

- Unmodified Opinion also known as a “clean opinion”, high opinion that can be given.
- Estimates appear reasonable (such as accruals, depreciation methods)
- Disclosures are proper in accordance with standards



Selected Summary Financial Information June 30, 2023

7

Governmental
Activities

ASSETS

Cash and investments	\$ 32,819,268
Other current assets	5,785,535
Capital assets	17,924,361
Total assets	56,529,164

DEFERRED OUTFLOW OF RESOURCES

Pension	13,078,306
OPEB	174,310
Total deferred outflow	13,252,616

LIABILITIES

Current liabilities	2,174,529
Noncurrent liabilities	21,760,662
Total liabilities	23,935,191

DEFERRED INTFLOW OF RESOURCES

Leases	55,446
Pension	899,334
OPEB	1,187,297
Total deferred inflow	2,142,077

NET POSITION

Net investment in capital assets	16,280,505
Restricted	19,196,409
Unrestricted	8,227,598

Total net position	\$ 43,704,512
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Unassigned General Fund Balance to Total Expenditures

8

With Debt Issuance Activity included in Expenditures

<u>General Fund</u>	<u>June 30, 2023</u>	<u>June 30, 2022</u>
Fund Balance - Unassigned	\$ 17,536,344	\$ 9,783,275
Total Expenditures	28,188,668	17,709,220
Unassigned Fund Balance to Total Expenditures	62.21%	55.24%

Without Debt Issuance Activity included in Expenditures

<u>General Fund</u>	<u>June 30, 2023</u>	<u>June 30, 2022</u>
Fund Balance - Unassigned	\$ 17,536,344	\$ 9,783,275
Total Expenditures Without Debt Issuance Activity	18,093,078	17,709,220
Unassigned Fund Balance to Total Expenditures	96.92%	55.24%



Net Pension Liability and OPEB Asset

9

- City has \$10,263,129 in CalPERS Net Pension Liability, an increase of more than \$4 million due to market conditions. Will partially reverse in FY ended 2024
- City has a Net OPEB asset of \$624,056 from a Net OPEB liability of \$1,191,974



GASB 96 – SBITAs

10

- Implemented in fiscal year (2022-23)
- Does not have material impact on the City's financial statements.



MOSS, LEVY & HARTZHEIM LLP
CERTIFIED PUBLIC ACCOUNTANTS

Questions and Comments?

11

Questions, Comments?





City Council Agenda Report

Agenda Item No. 4.f.

DATE: March 26, 2024

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 February 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. SoElMo_feb24

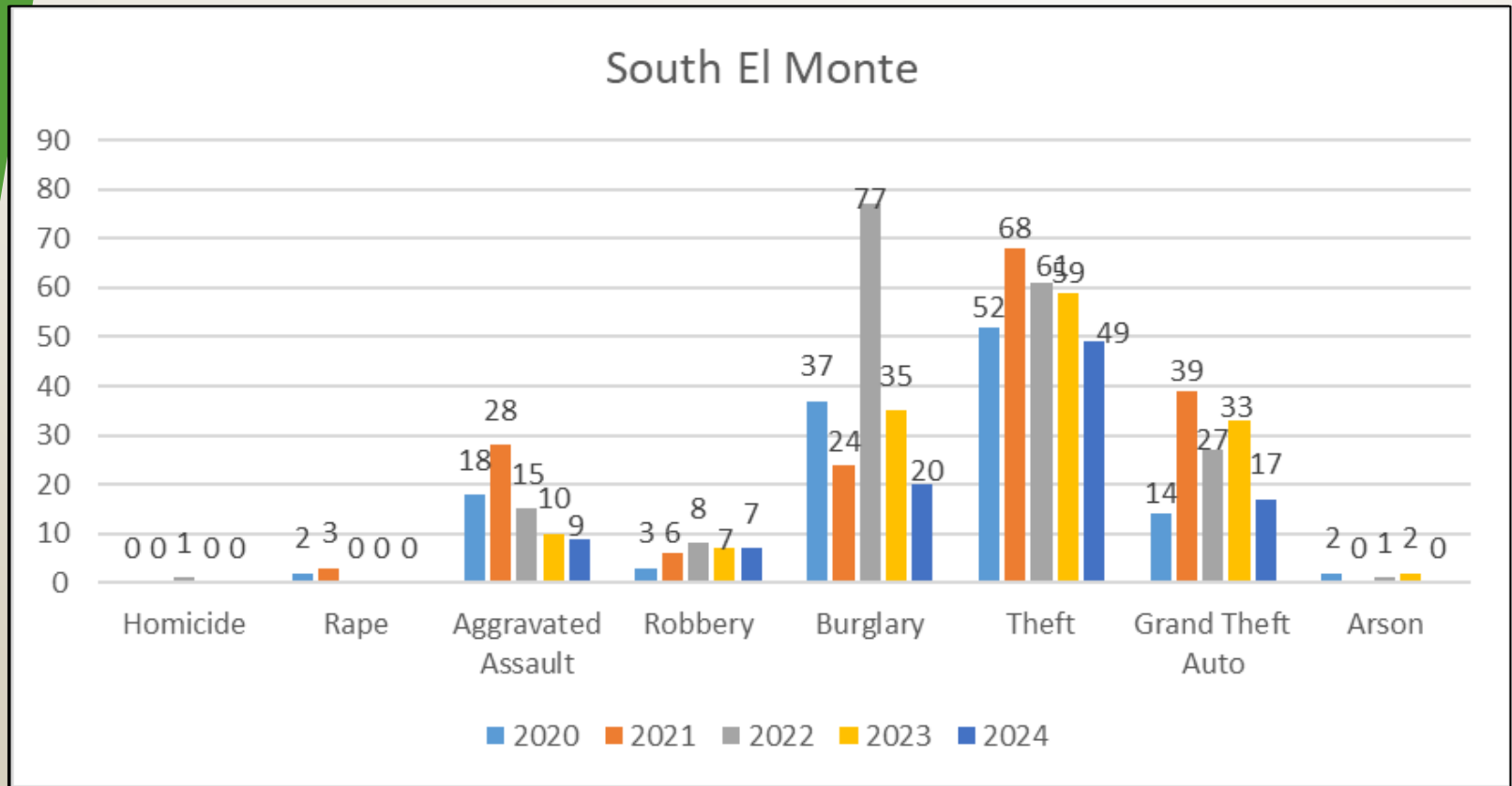
South El Monte February 2024

Crime Statistics



South El Monte

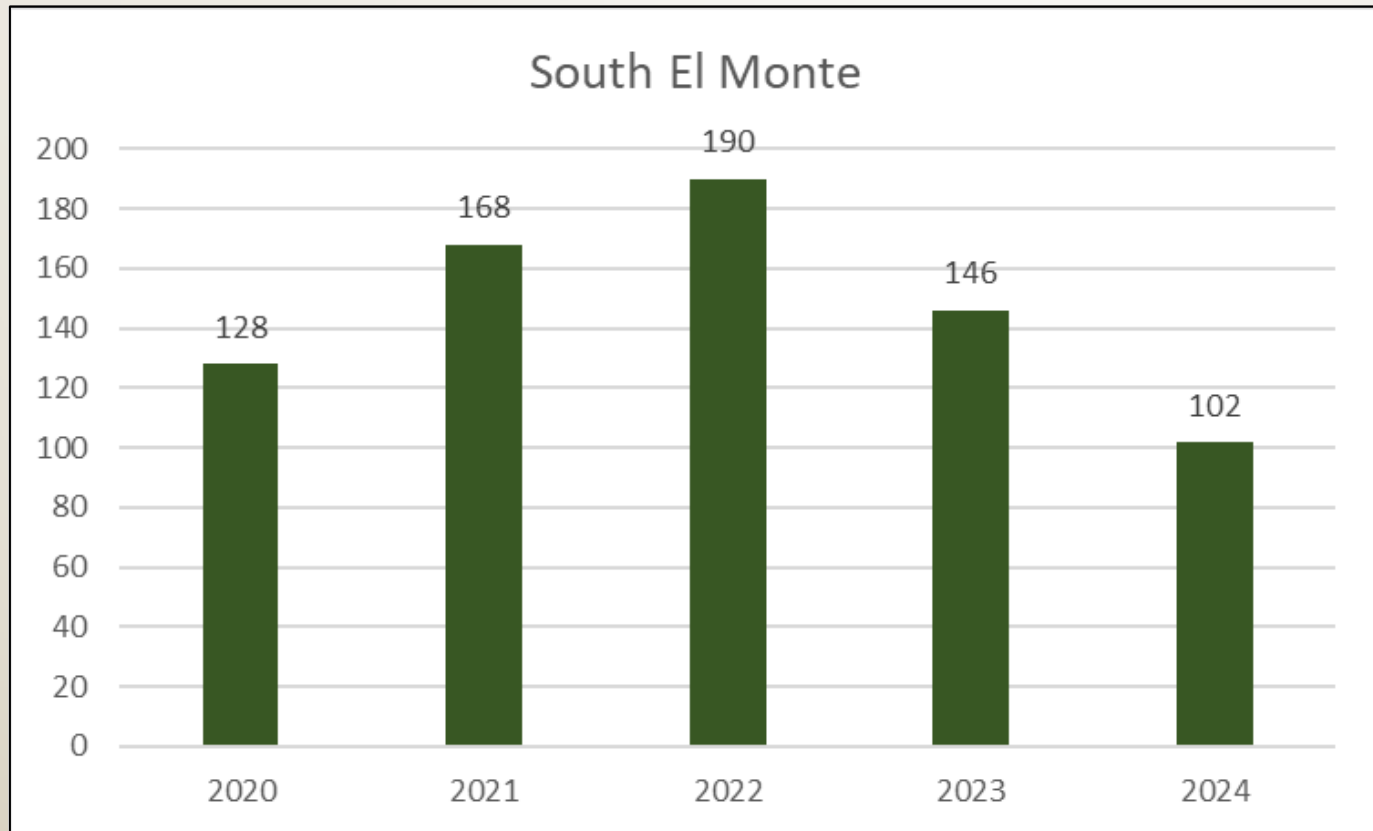
Part I Crime Statistics – February 2020-2024



South El Monte	1 yr % change	4 yr % change
Homicide	NC	NC
Rape	NC	-100%
Aggravated Assault	-10%	-50%
Robbery	0%	133%
Burglary	-43%	-46%
Theft	-17%	-6%
Grand Theft Auto	-48%	21%
Arson	-100%	-100%
Total	-30%	-20%

South El Monte

Part I Crime Statistics – February 2020-2024



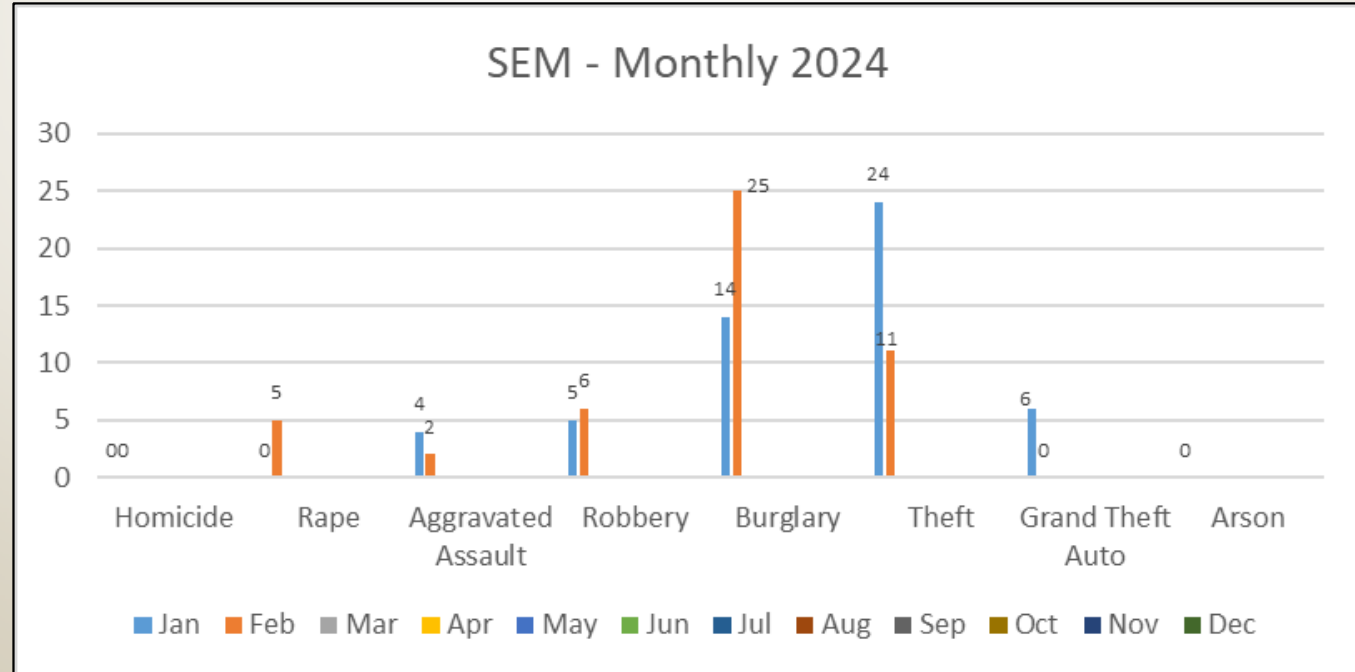
South El Monte

Part I Crime Statistics – Monthly Breakdown 2024 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0											0
Rape	0	0											0
Aggravated Assault	4	5											9
Robbery	5	2											7
Burglary	14	6											20
Theft	24	25											49
Grand Theft Auto	6	11											17
Arson	0	0											0
Total	53	49	0	0	0	0	0	0	0	0	0	0	102

South El Monte	
Res Burg	5
Other Burg	15
Petty Theft	10
Grand Theft	25
Theft from Vehicle	14

Arrests	
2024	164
2023	168





City Council Agenda Report

Agenda Item No. 4.g.

DATE: March 26, 2024

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 February 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement_Public Safety Report - February 2024 Recap

City of South El Monte

Public Safety Report



February 2024 Recap

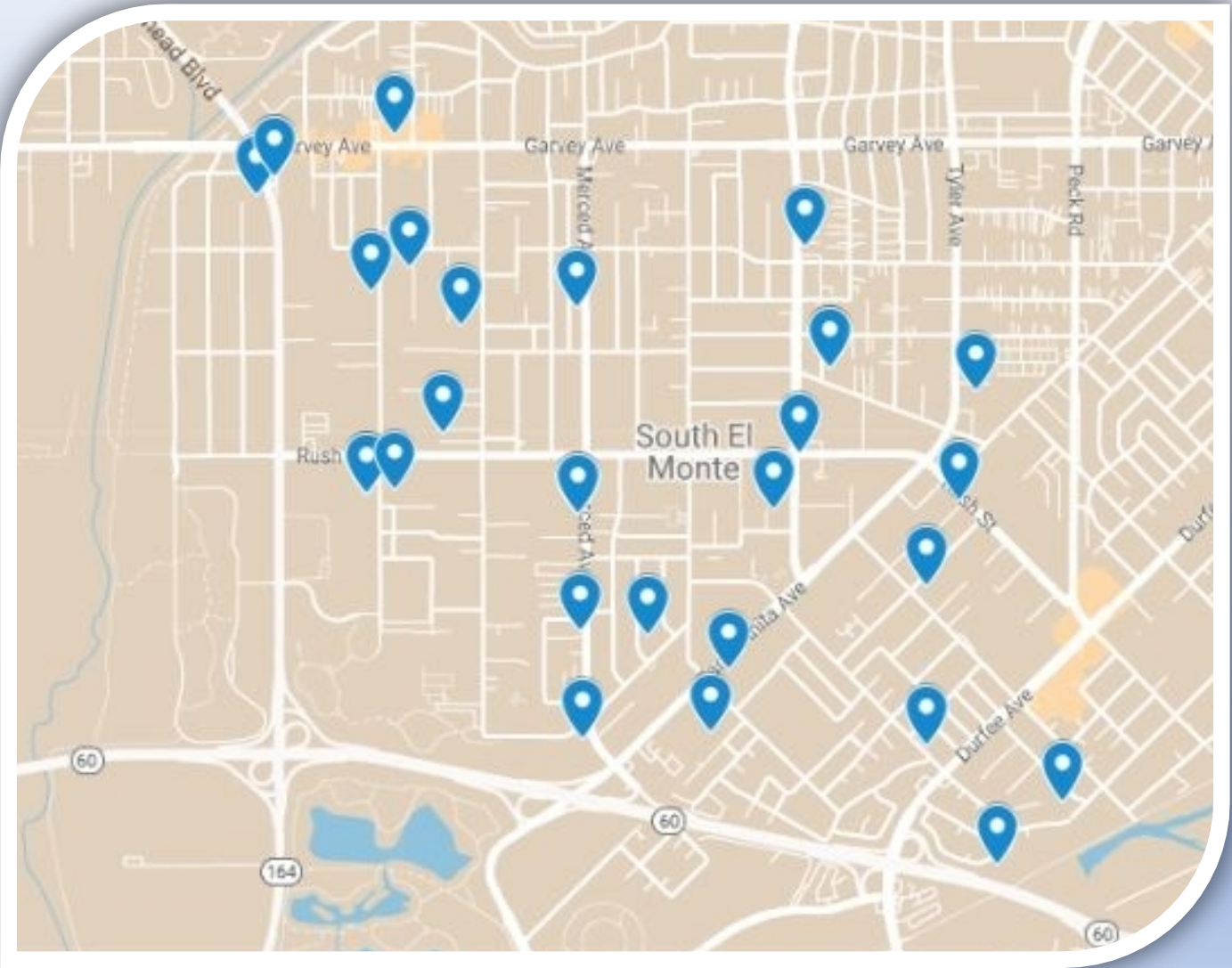
Joe Martinez

**Code Enforcement / Public Safety
Supervisor**

Code Enforcement Cases

February - 70

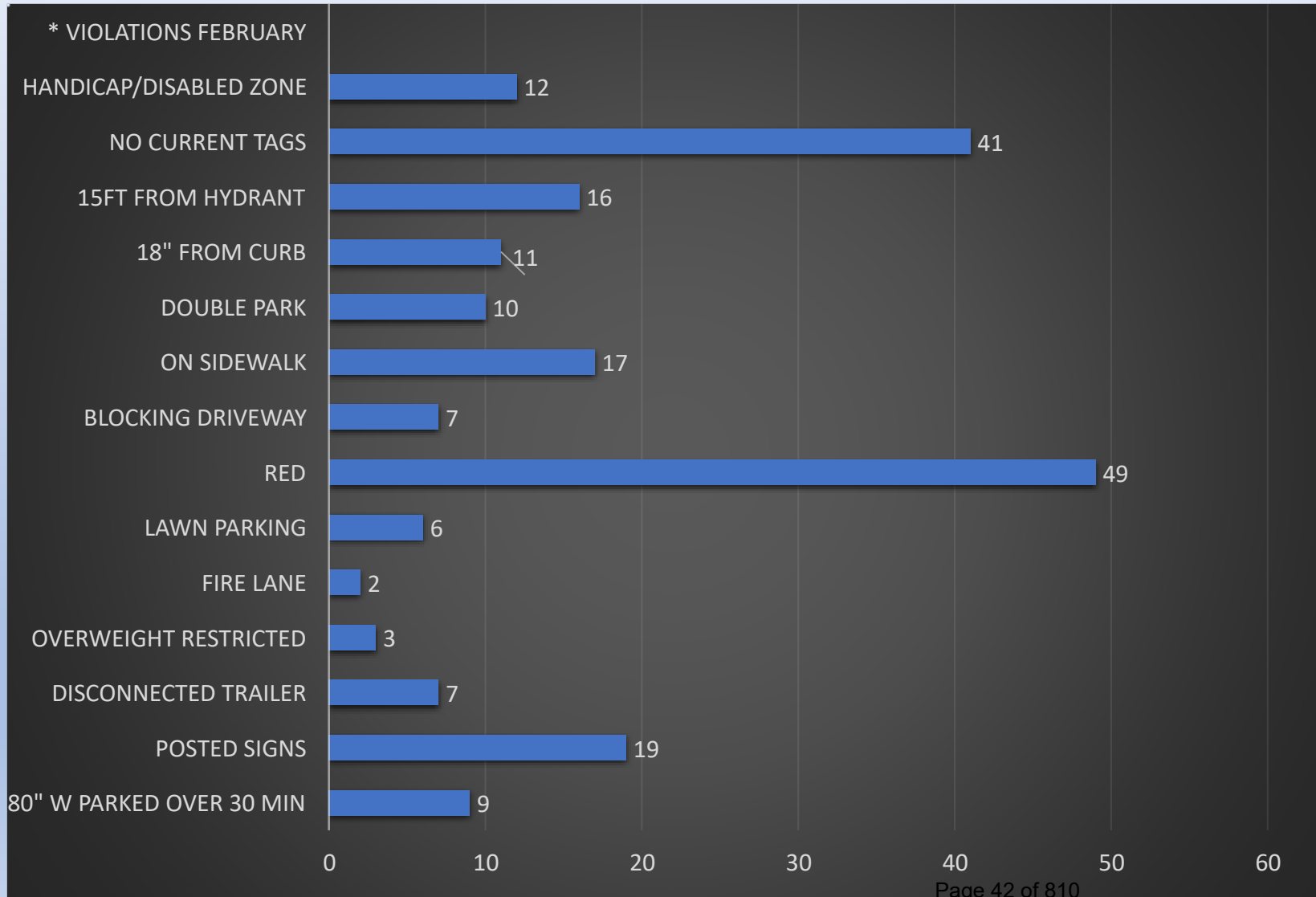
Building Code.....	9
Health & Safety.....	2
Parking Citations.....	3
Cannabis.....	6
Homeless	4
Property Maintenance.....	19
Streets/Public Places.....	6
Illegal Dumping/Bulk	1
Vehicle/Traffic.....	2
Business.....	16
Street Vendors.....	2



Parking Citations

February – 397

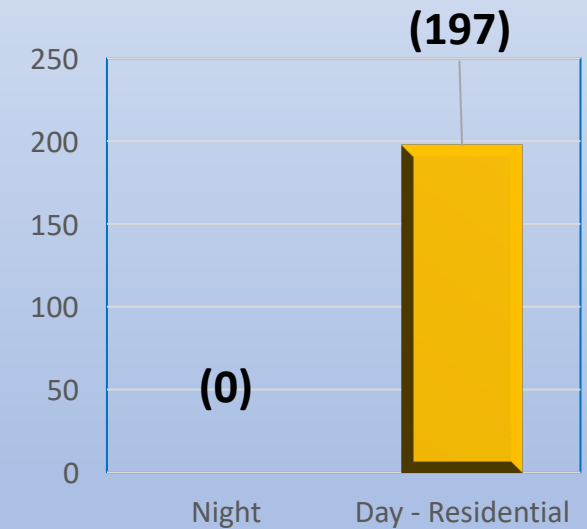
* Number of Citations issued differs from number of violations listed



STREET SWEEPING – 197

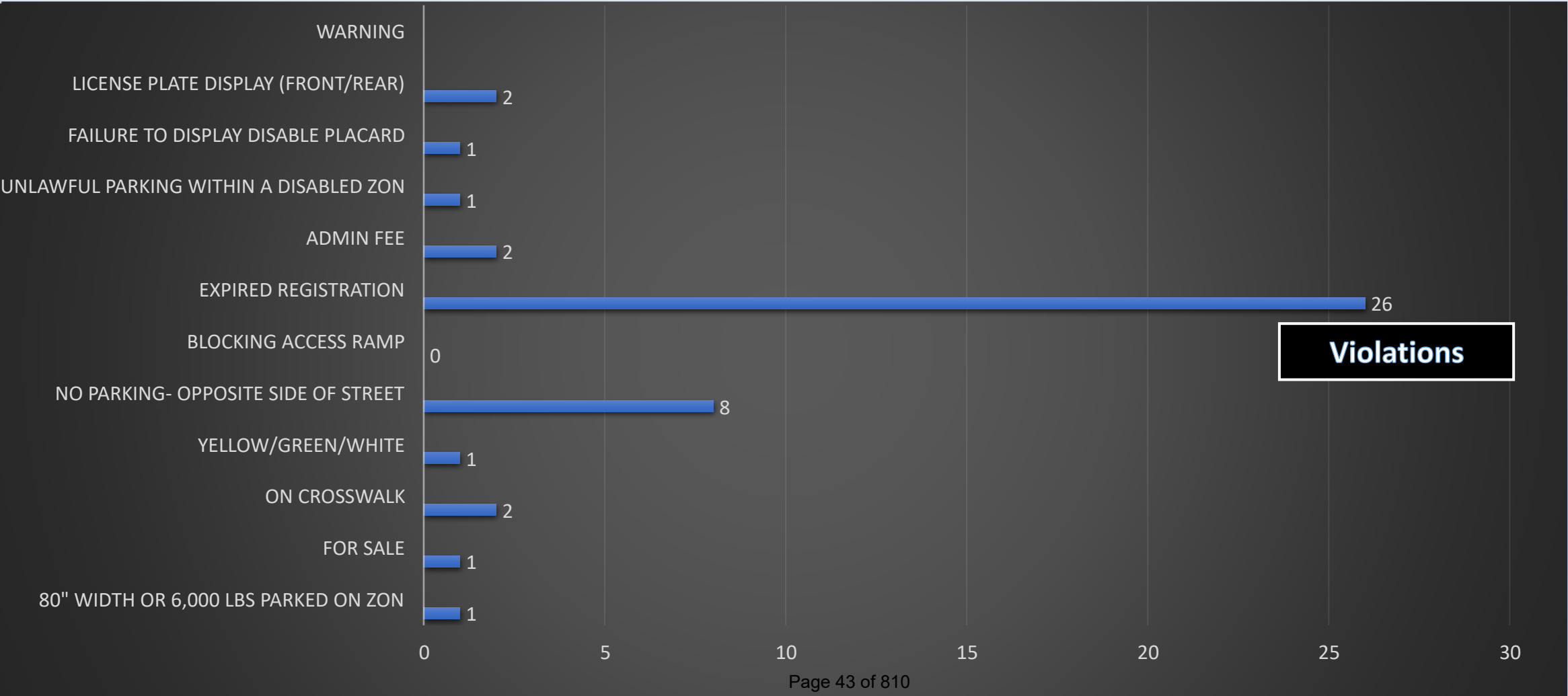
■ Night

■ Day - Residential



Parking Citations

February Continued -





City Council Agenda Report

Agenda Item No. 7.a.

DATE: March 26, 2024

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 MARCH 12, 2024

SUMMARY: Staff is requesting approval of Minutes for the March 12, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the March 12, 2024, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Mtg Minutes 3-12-24

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, March 12, 2024 - 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, Angel, Mayor Pro Tem Bojorquez,
and Mayor Olmos

ABSENT: Councilmember(s): Delgado

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney;
Donna G. Schwartz, City Clerk; John Poehler, Director of Public Works,
Guillermo Arreola, Director of Community Development; Masami Higa, Director
of Finance; Iyob Tessema, Director of Human Resources & Risk Management,
and Sabrina Muhne, Deputy City Clerk.

STAFF ABSENT: Ariana De La Cruz, Director of Community Services.

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

2. PLEDGE OF ALLEGIANCE – Mia Martinez, Valle Lindo School District, led the
Pledge of Allegiance.

3. INVOCATION – Pastor Don Antelo, Calvary Chapel of South El Monte, offered
the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented a Proclamation proclaiming the Month
of March 2024 as Women's History Month.

4.b. Mayor and City Council presented a Proclamation to Diana Pineda
Ramirez, Executive Director, San Gabriel and Pomona Valley Chapter,
Proclaiming the Month of March 2024 as American Red Cross Month.

4.c. Captain Meza, Los Angeles County Sheriff's Department, Temple Station,
discussed the Sheriff's Department's Activities.

Mayor Olmos requested Councilmember's Agenda Item 12.a. Councilmember Rudy
Bojorquez be heard at this time, Council concurred with no objections.

12. COUCILMEMBER'S AGENDA

12.a. MAYOR PRO TEM RUDY BOJORQUEZ

1. Discussion in regard to the Flags of Valor event and how the City can help promote the event.

RECOMMENDATION: Discussion and/or action.

Mayor Pro Tem Bojorquez presented his item and introduced members of the Flags of Valor.

Larry Rodriquez and Joe Leal, members of Flags of Valor, spoke in support of the event on Saturday, May 25, 2024, funds raised are used for scholarships to veterans or are in need, funds will also be donated to the City's flag program, asked for the event to be posted on the City's website and requested an additional two weeks for the hanging of the event banner, announced a picnic will be provided on the Saturday and invited the council and community and stated the sale of flags have begun for a cost of \$25.00.

Mayor Olmos committed City to donate \$500 toward the Flags of Valor event. Council concurred.

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Angel, to approve the donation of \$500 to the Flags of Valor event. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

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

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

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

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Edwarda Saucedo, resident, commented on the following: public safety, neighborhood watch, public drinking during Saint Patrick's Day, Quimby funds, support new businesses, Senator Rubio and funding, batting cages, and corner lot on Michael Hunt and Durfee.
2. Sil Ruiz, LA County Librarian, announced LA County libraries provide free Wi-Fi through hot spots, processing of library cards for Epiphany and Monte Vista Schools, read to students at New Temple Elementary School, Open house at SEM High School, will attend the City's Easter Luncheon and Night Markets to provide library information, April programs, Results of the election to vote on favorite book between "The Elephant and Piggy" and "Dog Man," results: winner is "Dog Man."

7. CONSENT CALENDAR

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

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

- 7.a. Approved the Minutes for the February 27, 2024, Regular City Council Meeting.
- 7.b. Adopted Resolution No. 24-135, authorizing payment of City expenditures for the period of February 28, 2024, through March 12, 2024, totaling \$1,520,493.40.
- 7.c. Authorized staff to seek Request for Proposals (RFP) for design services for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project HISPL-5352(025))
- 7.d. Authorized staff to seek Request for Proposals (RFP) for Sanitary Sewer Closed-Circuit Television (CCTV) and Condition Assessment.

8. PUBLIC HEARINGS

City Attorney Anthony Taylor announced the title of 8.a. and noted the process of the item being opened, allowing public comment and the request for the item to be continued through a motion by Council to continue the item to the March 26, 2024, meeting.

8.a. ADOPTION OF A RESOLUTION APPROVING THE CITY'S REVISED 6TH CYCLE 2021-2029 HOUSING ELEMENT IN RESPONSE TO COMMENTS BY THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; GENERAL PLAN AMENDMENT NO. 21-01

Mayor Olmos announced the item and opened the public hearing.

Mayor Olmos opened public comment.

Public Comment

1. Eduarda Saucedo commented on Governor Newsom and public housing, building a track, Mye developer, Davis-Bacon Law, Gateway project in sister city, major funded programs, security paving, building trust fund, lumber fund carpenters, need to build, State Government funds, and no empty lots in El Monte.

Mayor Olmos closed public comment.

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Acosta to continue item to the next regular city council meeting on Tuesday, March 26, 2024. Motion passed 4-0-1, by the following vote:

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

9. GENERAL BUSINESS

- 9.a. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-136, CREATING A 457B AND 401A OVERSIGHT COMMITTEE (COMMITTEE); AUTHORIZING CITY COUNCIL TO DELEGATE FIDUCIARY OVERSIGHT OF THE 457B AND 401A PLANS TO THE COMMITTEE, AUTHORIZING THE COMMITTEE TO CONSOLIDATE THE 457B AND 401A PLANS UNDER ONE RECORDKEEPER; AUTHORIZING THE CITY MANAGER TO APPOINT THE COMMITTEE MEMBERS; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FIDUCIARY EXPERTS, LLC, AN ERISA 3(38) CONSULTANT**

Mayor Olmos announced the item and Rene Salas, City Manager introduced Masami Higa, Director of Finance who presented the staff report and then introduced Maribel Larios with Fiduciary Experts who provided a PowerPoint presentation.

Motion by Councilmember Angel, seconded by Councilmember Acosta to adopt Resolution 24-136, Creating a 457B and 401A Oversight Committee; Delegating

fiduciary oversight of the 457B and 401A from the City Council to the Committee; authorizing the Committee to consolidate the 457B and 401A plans under one record keeper; authorizing the City Manager to appoint the committee members; and authorizing the City Manager to negotiate and execute an agreement with Fiduciary Experts, LLC, an ERISA 3(38) Consultant. Motion passed 4-0-1, by the following vote:

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

**9.b. CONSIDERATION AND ADOPTION OF THE 2023 UPDATE TO THE
PAVEMENT MANAGEMENT PROGRAM**

Mayor Olmos announced the item, Rene Salas, City Manager introduced John Poehler, Director of Public Works who presented the staff report then introduced Peter Bucknam with Bucknam Infrastructure Group, Inc. who provided a PowerPoint presentation.

At 7:10 p.m. Mayor Olmos left the Chambers.

At 7:15 p.m. Mayor Olmos returned to the Chambers.

GENERAL BUSINESS (CONTINUED)

Item 9.b. continued

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Acosta to receive and file the updated 2023 Pavement Management Program; adopted and approved the recommended 5-year pavement program, allocating an annual budget of approximately \$1.4 million, resulting in a total budget of approximately \$7 million over 5 years; and directed City Manager to implement the plan. Motion passed 4-0-1, by the following vote:

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

**9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-137, IN
SUPPORT OF THE CALIFORNIA SUPREME COURT REMOVING THE
TAXPAYER PROTECTION ACT AND GOVERNMENT
ACCOUNTABILITY ACT FROM THE NOVEMBER 2024 BALLOT**

Mayor Olmos announced the item and City Attorney Anthony Taylor presented the staff report.

Motion by Councilmember Angel, seconded by Councilmember Acosta to adopt Resolution No. 24-137, In Support of the California Supreme Court Removing The Taxpayer Protection Act and Government Accountability Act from the November 2024 Ballot. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he participated in the Read Across America at New Temple and Monte Vista Elementary Schools by reading to the students and participated in his first triathlon.

Mayor Pro Tem Bojorquez announced he had nothing to report.

Councilmember Angel announced he participated in the Read Across America at New Temple Elementary by reading to the students and attended the Women's Empowerment Event.

Councilmember Delgado – Absent.

COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS (CONTINUED)

Mayor Olmos announced she too participated in the Read Across America at New Temple Elementary, Shively and Monte Vista Middle Schools by reading to the students. Ms. Olmos attended the Women's Empowerment Event acknowledging both Councilmembers Angel and Delgado who were in attendance and thanking staff, the committee and commissioner who helped organize the events and acknowledged employee Noelia Saucedo for receiving a 2024 Distinguished Women of the 56th District Award by Assemblywoman Lisa Calderon.

11. CORRESPONDENCE

11.a. CORRESPONDENCE FROM ACTIVE SGV REQUESTING A SUPPORT LETTER FOR A DECADES-LONG VISION TO PROTECT THE SAN GABRIEL MOUNTAINS AND USE THE ANTIQUITIES ACT TO ADD 109,000 ACRES TO THE SAN GABRIEL MOUNTAINS NATIONAL MONUMENT

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

Motion by Councilmember Angel, seconded by Mayor Pro Tem Bojorquez directed staff to compose a support letter for the San Gabriel Mountains

conservation requested by Active San Gabriel Valley. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

11.b. CORRESPONDENCE FROM RUDY BERMUDEZ, EXECUTIVE DIRECTOR, CALIFORNIA CITIES GAMING AUTHORITY, JPA, REQUESTING A LETTER OF OPPOSITION TO H.R. 6859. BY CONGRESS MEMBER SYDNEY KAMLAGER-DOVE (D-LOS ANGELES)

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

Motion by Councilmember Acosta, seconded by Councilmember Angel directed staff to compose a letter in opposition of H.R. 6859 - Gabrielino/Tongva Nation Recognition Act. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None.

ABSENT: Councilmember(s): Delgado

12. COUNCILMEMBERS' AGENDA

This item was heard before Approval of Agenda.

12.a. MAYOR PRO TEM RUDY BOJORQUEZ

1. Discussion in regard to the Flags of Valor event and how the City can help promote the event.

RECOMMENDATION: Discussion and/or action.

12.b. COUNCILMEMBER MANUEL ACOSTA

1. Consideration of partnering with the Valle Lindo School District to co-sponsor an event where children write letters to representatives for park space/improvements funding and participate in a park/cleanup day BBQ at city parks with representatives and city staff. City parks are utilized by the community year round and by three nonprofit youth sports organizations. Events like this would shed light on the need for funding for improvements.

RECOMMENDATION: Discussion and/or action.

Mayor Olmos introduced Councilmember Acosta who presented his item.

Council agrees it's a great idea.

Mayor Olmos directed staff to contact the school district to let them know the City is in agreement.

12.c. MAYOR GLORIA OLMOS

1. Discussion on creating an annual men's event and an Ad-Hoc/Subcommittee.

RECOMMENDATION: Discussion and/or action.

Mayor Olmos discussed her item on creating a men's event to help mentor young men and suggested creating an Ad-Hoc Committee for an annual event. Asked Councilmember Angel and Mayor Pro Tem Bojorquez and anyone else if they are interested in being a part of the Ad-Hoc Committee and offered her assistance.

Councilmember Angel is interested and will speak to the City Manager on creating an Ad-Hoc Committee.

Mayor Pro Tem Bojorquez is also interested and asked the city attorney for clarification on three councilmembers sitting on the committee and the requirements of the Brown Act. City Attorney Anthony Taylor explained that three councilmembers cannot meet outside of an agendized meeting. However, the Mayor has offered her assistance as long as that assistance isn't meeting with that Ad-Hoc and the material can be provided as informational anything donated isn't a meeting. He suggested, there's two different types of meetings a standing committee where you have to agendize and go through formalities. If you have it as an Ad-Hoc only two councilmembers and to put a sunset on it so its not a standing committee, suggested a pilot committee and recommended 6 months or a limited duration.

Mayor Olmos is looking for a conference annually and continuing it. A third member isn't disregarded they can attend the meeting as the public. Mayor Olmos then reiterated that the two Councilmembers interested to be on the Ad-Hoc Committee are Councilmember Angel and Mayor Pro Tem Bojorquez and congratulated them.

13. CLOSED SESSION

At 8:00 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association

13.b. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Executive Management Team Association

At 9:15 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present (Delgado ABSENT).

Anthony R. Taylor, City Attorney, announced City Council discussed Items 13.a. and 13.b. with the exception of Councilmember Delgado who was absent, no action taken, nothing to report.

14. ADJOURNMENT

There being no further business coming before this body, at 9:15 p.m. Mayor Olmos adjourned the meeting in memory of Margarita Perez, grandmother of employee Dianna Gomez to a Regular City Council Meeting on Tuesday, March 26, 2024, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: March 26, 2024

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. 24-138, APPROVING WARRANTS FOR THE PERIOD OF MARCH 13, 2024, THROUGH MARCH 26, 2024

SUMMARY: Authorizing payment of City expenditures for the period of March 13, 2024, through March 26, 2024, totaling \$798,687.61.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-138, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 24-138
- B. 3.26.24 Warrant Register

ATTACHMENT A

RESOLUTION NO. 24-138

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF MARCH 12, 2024, THROUGH MARCH 26, 2024,
TOTALING \$798,687.61.

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	03/13/24-03/26/24	DFT0001506-1594	\$201,449.84
FY 23/24	Regular Warrants	03/13/24-03/26/24	13895-13974	\$432,469.31
Payroll	Check	PPE 03/16/24	1732-1738	\$5,151.29
Payroll	Direct Deposit	PPE 03/16/24	6226-6335	\$159,617.17

TOTAL EXPENDITURES RESOLUTION NO. 24-135 \$798,687.61

PASSED, APPROVED, AND ADOPTED this 26th day of March 2024.

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. 24-138, 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 26th day of March 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



South El Monte, CA

Warrant Register

Council Meeting 03/26/24

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0000.0000.2235	NATIONWIDE RETIREMENT SOLUTIONS	13895	03/11/2024	PPE 3/2/24	508.33
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13896	03/11/2024	PPE 3/02/24	6,995.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13897	03/11/2024	A.R GARNISHMENT PPE 3/2/24	8.15
38.0900.9000.5974	BUCKNAM INFRASTRUCTURE GROUP, INC	13898	03/13/2024	JULY'23 PAVEMENT MGMT #627	6,465.00
01.0140.1430.5406	REGISTRAR-RECORDER/COUNTY CLERK	13899	03/13/2024	RECORDING FEE/ FULL RECONVEYANCE	20.00
01.0140.1430.5406	REGISTRAR-RECORDER/COUNTY CLERK	13900	03/13/2024	RECORDING FEE/ TERMINATION OF MEMORANDUM	20.00
01.0150.1530.5908	BERTHA HERNANDEZ	13901	03/19/2024	AMERICAN SOCIETY ON AGING CONF/ PER DIEM	449.96
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	13902	03/20/2024	FEB'24 PC MEETING	100.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13903	03/20/2024	FEB'24 GENERAL	8,358.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13903	03/20/2024	FEB'24 SPECIAL PJTS	4,137.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13903	03/20/2024	FEB'24 LITIGATION	4,224.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13903	03/20/2024	FEB'24 PERSONNEL	1,797.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13903	03/20/2024	FEB'24 PLANNING	1,624.50
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13903	03/20/2024	FEB'24 P.W ENGINEERING	7,948.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13903	03/20/2024	FEB'24 FINANCE	5,293.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13903	03/20/2024	FEB'24 HOUSING	2,436.00
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	COUNCIL SUPPLIES	682.28
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	MARCH CRAFT SUPPLIES	226.78
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	COFFEE SUPPLIES	285.24
01.0100.1040.6015	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	DRONE EQUIP/ STATE OF THE CITY	152.13
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	OFFICE SUPPLIES	202.16
01.0110.1110.6015	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	SHERIFFS EQUIP	623.26
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	PRINTER INK	39.68
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	OFFICE & PASSPORT SUPP	171.59
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	FINANCE SUPPLIES	17.63
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	DEPARTMENT SUPP	196.44
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	PASSPORT SUPPLIES	905.41
01.0130.1330.6020	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	HDMI ADAPTERS & CABLES	202.60
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	WOMEN'S EMPOWERMENT EVENT SUPP	82.65
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	DEPARTMENT SUPPLIES	159.98
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	IT SUPP/ MINI PORTS	45.10
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	PASSPORT SUPPLIES	9.81
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	IT SUP/PRO KEYBOARD/NOELA	154.34
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	PASSPORT SUPPLIES CREDIT	(191.56)
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	PASSPORT SUPPLIES	192.69
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	PROGRAM SUPP	130.52
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	UNIFORMS	23.99
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	CHRISTMAS SUPPLIES	167.98
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	SPECIAL EVENT SUPPLIES	58.40

01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	COUNCIL SUPPLIES	75.60
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	13904	03/20/2024	FINANCE OFFICE SUPPLIES	17.07
01.0170.1770.5525	ANDY TRUONG	13905	03/20/2024	#9 ALIGNMENT & STEERING RACK RPLCMT	881.64
01.0170.1720.5520	AQUA PURE DRINKING WATER	13906	03/20/2024	FEB'24 DRINKING WATER/ YARD	109.97
01.0170.1720.5406	AQUA PURE DRINKING WATER	13906	03/20/2024	MAR'24 WATER SVCS/ CCTR	36.91
01.0151.1543.5952	ARIANA GUTIERREZ	13907	03/20/2024	BALLOON GARLAND/ WOMEN EMPOWERMENT EVENT	325.00
01.0151.1543.5952	ARIANA GUTIERREZ	13907	03/20/2024	BALLOON GARLAND/ BABY PAGEANT EVENT	175.00
01.0151.1543.5952	ARIANA GUTIERREZ	13907	03/20/2024	BALLOON GARLAND/ EASTER BFASST EVENT	200.00
01.0150.1540.5951	BASE HILL, INC.	13908	03/20/2024	12/16/23 SPCL CLEAN UP/ WISH TOY GIVEWAY	250.00
01.0170.1720.5515	BASE HILL, INC.	13908	03/20/2024	FEB'24 JANITORIAL SVCS	7,339.00
01.0160.1620.5520	BASE HILL, INC.	13908	03/20/2024	SOFA CLEANING/ SCTR	250.00
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	13909	03/20/2024	12/8-1/7/24 MONTHLY SUBSCRIPTION	150.00
01.0150.1515.5204	BLANCA M. FIGUEROA	13910	03/20/2024	FEB'24 PC MEETING	100.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13911	03/20/2024	DEC'23 BLDG INSPECTION SVCS	5,862.29
01.0160.1640.5520	CASTULO ALACRON	13913	03/20/2024	ROOF REPAIRS/ POOLS	2,100.00
01.0160.1610.5520	COAST APPLIANCE PARTS CO.	13914	03/20/2024	ICE MAKER SUPP/ CCTR	116.73
01.0140.1430.5931	COSTAR REALTY INFORMATION, INC	13915	03/20/2024	MAR-MAY'24 QUARTERLY LICENSING	1,356.60
01.0160.1650.5520	DDC ELECTRIC SUPPLY, INC.	13916	03/20/2024	FIELD LIGHT FUSES / NTP	110.19
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	213.64
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	23.73
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	200.00
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	22.22
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	90.91
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	10.10
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	90.00
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	3.37
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	93.37
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13917	03/20/2024	MILK/ CI & CII NUTR PRGM	10.37
01.0140.1430.5215	DUDEK	13918	03/20/2024	10/28-11/24/23 HOUSING ELMT CONSULTIN SVCS	742.50
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	13919	03/20/2024	FEB'23 PEST CONTROL / CCTR	74.02
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	13919	03/20/2024	FEB'23 PEST CONTROL / CHALL	208.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	13919	03/20/2024	FEB'23 PEST CONTROL / SCTR	321.59
01.0130.1310.5406	EL MONTE PRINTING	13920	03/20/2024	BUSINESS CARDS/ FINANCE	49.61
01.0140.1440.5406	EL MONTE PRINTING	13920	03/20/2024	BLDG BUSINESS CARDS & SUPPLIES	360.52
01.0151.1541.5430	EL MONTE UNION HIGH SCHOOL DISTRICT	13921	03/20/2024	YOUTH BBALL GAMES/ GYM RENTAL	486.00
02.0170.1760.5572	ENNIS-FLINT, INC.	13922	03/20/2024	PAINT SUPP/ STRTS	1,929.15
01.0000.0000.4554	ESTHER LUJAN	13923	03/20/2024	3/13/24 MVD CR DAMAGE DEPOSIT RFND	50.00
01.0170.1750.5520	GARVEY EQUIPMENT COMPANY	13924	03/20/2024	CHAINSAW HANDLE & CHAINS	1,109.94
01.0170.1750.5520	GARVEY EQUIPMENT COMPANY	13924	03/20/2024	SMALL TOOLS / LANDSCAPE	2,625.22
68.0900.9000.5968	GENTRY BROTHERS INC	13925	03/20/2024	FEB'24 CON/MER GMWY #407	270,390.68
68.0900.9000.5968	GENTRY BROTHERS INC	13925	03/20/2024	5% RETENTION	(13,519.53)
01.0000.0000.4554	GEORGIANA ERIVES	13926	03/20/2024	3/9/24 MVD COMM ROOM/ DAMAGE DEPOSIT RFND	50.00
01.0170.1770.5525	GM BROTHERS	13927	03/20/2024	#2 4 TIRE REPLACEMENT	679.14
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13928	03/20/2024	2/26-3/7/24 MUNI TEMP SVCS/ HR ANALYST	6,000.00
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	13929	03/20/2024	JANITOR CLOSET KEYS / CCTR	36.36
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	13929	03/20/2024	SAFETY SNAPS/ STRTS	203.67
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	13929	03/20/2024	ROOF ACCESS LOCK/ POOLS	20.34
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	13929	03/20/2024	ADA SIGNS/ SCTR	32.98

01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	13929	03/20/2024	OUTSIDE FOUNTAIN/ MCTR	22.39
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	13929	03/20/2024	ICE MACHINE REPAIR SUPP/ CCTR	28.58
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	13929	03/20/2024	ICE MAKER REPAIR SUPP/ CCTR	(14.29)
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	13929	03/20/2024	ICE MAKER SUPP/ CCTR	25.28
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	13930	03/20/2024	JAN-MAR'24 SALES TAX	1,984.08
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	13930	03/20/2024	JAN-MAR'24 TRANSACTION TAX	600.00
06.0300.3010.5215	HUNTINGTON CULINARY	13931	03/20/2024	2/19-2/23/24 MEALS/ CI & CII NUTR PRGM	3,536.25
06.0300.3020.5215	HUNTINGTON CULINARY	13931	03/20/2024	2/19-2/23/24 MEALS/ CI & CII NUTR PRGM	338.80
06.0300.3010.5215	HUNTINGTON CULINARY	13931	03/20/2024	2/26-3/1/24 MEALS/ CI & CII NUTR PRGM	4,329.75
06.0300.3020.5215	HUNTINGTON CULINARY	13931	03/20/2024	2/26-3/1/24 MEALS/ CI & CII NUTR PRGM	393.25
01.0160.1650.5520	INDUSTRIAL PIPE & STEEL	13932	03/20/2024	PIPE REPAIR SUPP/ NTP	53.22
01.0160.1610.5520	INNER-COOL CORP	13933	03/20/2024	FREEZER/ CCTR	436.36
01.0170.1760.5540	JCL TRAFFIC SERVICES	13934	03/20/2024	DRIVE RIVETS/ STRTS	363.83
37.0670.6720.5977	JCL TRAFFIC SERVICES	13934	03/20/2024	MISC STREET SIGNS CITYWIDE	3,813.00
37.0670.6720.5977	JCL TRAFFIC SERVICES	13934	03/20/2024	MISC STREET SIGNS CITY WIDE	1,484.96
01.0170.1760.5540	JCL TRAFFIC SERVICES	13934	03/20/2024	NUMBERS & DRIVE RIVETS/ STRTS	340.66
01.0000.0000.4250	KERRY CHANG	13935	03/20/2024	DUPLICATE BLDG PERMIT PYMT RFND	89.00
01.0170.1760.5540	LEOVARDO POWDER COATING INC.	13936	03/20/2024	POWDER COATING/ STRTS	75.00
68.0900.9000.6025	LOC, INC	13937	03/20/2024	NTP DESIGN & ARCHITECH #252	3,906.25
01.0100.1030.5215	MANDELL MUNICIPAL COUNSELING	13938	03/20/2024	FEB'24 LEGAL SVCS	3,201.00
37.0670.6720.5977	MEISTER SEALCOAT & SUPPLIES, LLC	13939	03/20/2024	POT HOLE PATCH/ STRTS	2,499.08
01.0151.1541.5215	MICHAEL WALKER	13940	03/20/2024	2/23/24 BBALL OFFICIAL SVCS	90.00
44.0800.8010.5956	MIRELLA ACOSTA	13941	03/20/2024	PANT UNIFORMS REIMBURSEMENT	96.00
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	13942	03/20/2024	FENCE REPAIR SUPP/ NTP	521.20
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	13942	03/20/2024	FENCE REPAIR SUPP/ NTP	358.85
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	13942	03/20/2024	FENCE REPAIR SUPP/ NTP	296.75
01.0130.1330.5215	MODERN IT, INC	13943	03/20/2024	MAR'24 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	13943	03/20/2024	MAR'24 CLOUD SVCS	750.00
01.0130.1330.5215	MODERN IT, INC	13943	03/20/2024	MAR'24 OFFICE 365	4,736.12
01.0000.0000.4554	MONICA HERRERA	13944	03/20/2024	3/2/24 MVD GAZEBO DAMAGE DEPOSIT RFND	50.00
01.0150.1515.5204	NAOMI LOPEZ	13945	03/20/2024	FEB'24 PC MEETING	100.00
01.0151.1543.5430	NEW SIGN SOLUTION, INC.	13946	03/20/2024	BANNER UPDATES	501.63
01.0120.1210.5406	NEW SIGN SOLUTION, INC.	13946	03/20/2024	PASSPORT SUPPLIES	71.66
01.0160.1610.6020	PACIFIC PRODUCTS AND SERVICES LLC	13947	03/20/2024	CONES/ STRTS	987.29
01.0000.0000.4250	PATRICK CHIU	13948	03/20/2024	WITHDRAWN APP/ COM-ELC-23-006 RFND	258.00
01.0140.1100.5406	POST ALARM SYSTEMS	13949	03/20/2024	FEB'24 ALARM SVCS/PSO	45.00
01.0160.1610.5520	POST ALARM SYSTEMS	13949	03/20/2024	FEB'24 ALARM SVCS/CCTR	49.86
01.0160.1620.5520	POST ALARM SYSTEMS	13949	03/20/2024	FEB'24 ALARM SVCS/SCTR	49.86
01.0160.1630.5520	POST ALARM SYSTEMS	13949	03/20/2024	FEB'24 ALARM SVCS/MCTR	49.86
01.0160.1640.5520	POST ALARM SYSTEMS	13949	03/20/2024	FEB'24 ALARM SVCS/POOL	49.86
01.0160.1650.5520	POST ALARM SYSTEMS	13949	03/20/2024	FEB'24 ALARM SVCS/NTP	103.76
01.0160.1670.5520	POST ALARM SYSTEMS	13949	03/20/2024	FEB'24 ALARM SVCS/MVD	103.76
01.0170.1710.5520	POST ALARM SYSTEMS	13949	03/20/2024	FEB'24 ALARM SVCS/CHALL	133.10
01.0170.1720.5520	POST ALARM SYSTEMS	13949	03/20/2024	FEB'24 ALARM SVCS/YARD	138.60
01.0140.1100.5406	POST ALARM SYSTEMS	13949	03/20/2024	MAR'24 ALARM SVCS/PSO	100.00
01.0160.1610.5520	POST ALARM SYSTEMS	13949	03/20/2024	MAR'24 ALARM SVCS/CCTR	49.86
01.0160.1620.5520	POST ALARM SYSTEMS	13949	03/20/2024	MAR'24 ALARM SVCS/SCTR	49.86
01.0160.1630.5520	POST ALARM SYSTEMS	13949	03/20/2024	MAR'24 ALARM SVCS/ MCTR	49.86

01.0160.1640.5520	POST ALARM SYSTEMS	13949	03/20/2024	MAR'24 ALARM SVCS/POOL	49.86
01.0160.1650.5520	POST ALARM SYSTEMS	13949	03/20/2024	MAR'24 ALARM SVCS/NTP	103.76
01.0160.1670.5520	POST ALARM SYSTEMS	13949	03/20/2024	MAR'24 ALARM SVCS/MVD	103.76
01.0170.1710.5520	POST ALARM SYSTEMS	13949	03/20/2024	MAR'24 ALARM SVCS/CHALL	133.10
01.0170.1720.5520	POST ALARM SYSTEMS	13949	03/20/2024	MAR'24 ALARM SVCS/YARD	138.60
01.0130.1330.5950	QUADIENT LEASING USA, INC.	13950	03/20/2024	APR-JULY'24 QUARTERLY LEASE	739.20
01.0160.1610.5520	QUENCH USA, INC.	13951	03/20/2024	DEC'23 WATER FILTER/CCTR	38.59
01.0160.1610.5520	QUENCH USA, INC.	13951	03/20/2024	JAN'24 WATER FILTER/CCTR	38.59
01.0160.1610.5520	QUENCH USA, INC.	13951	03/20/2024	MAR'24 WATER FILTER/ CCTR	38.59
01.0151.1543.5952	RAYMOND RIVERA	13952	03/20/2024	ENTERTAINMENT BAND/ NIGHT MARKET	1,000.00
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	13953	03/20/2024	FEB'24 BUS PASSES	193.60
01.0151.1541.5215	ROMAN GALLARDO JR.	13954	03/20/2024	2/23/24 BBALL OFFICIAL SVCS	90.00
01.0100.1050.5934	ROXANA TADEO	13955	03/20/2024	FEB'24 LIVESCAN SVCS	50.00
01.0150.1515.5204	RUDY LOPEZ	13956	03/20/2024	FEB'24 PC MEETING	100.00
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13957	03/20/2024	FEB'24 CDBG FUND/ PUBLISH NOTICE	626.00
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13957	03/20/2024	FEB'24 PCZONE CODE AMEND/ PUBLISH NOTICE	344.51
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13957	03/20/2024	FEB'24 PH CP CUP 20-06/ PUBLISH NOTICE	294.57
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13957	03/20/2024	MAR'24 PC CUP 23-04/ PUBLISH NOTICE	256.24
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13957	03/20/2024	MAR'24 PH PC CUP 23-12 1954 CENTRAL AVE	291.91
01.0100.1020.5912	SGV CITY MANAGERS' ASSOCIATION	13958	03/20/2024	MAR'24 MONTHLY MTG	45.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13959	03/20/2024	JAN'24 ROUTINE SVCS	771.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13959	03/20/2024	JAN'24 RESPONSE SCVS	2,507.34
37.0670.6720.5977	SUNBELT RENTALS, INC.	13960	03/20/2024	CONCRETE MIXER & CONCRETE	357.55
01.0150.1530.5430	SUPERIOR WAREHOUSE GROCERS	13961	03/20/2024	REFRESHMENTS/ ELDERLY CRIME	162.59
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13961	03/20/2024	FOOD/ CI & CII NUTR PRGM	97.74
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13961	03/20/2024	FOOD/ CI & CII NUTR PRGM	10.86
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13961	03/20/2024	FOOD/ CI & CII NUTR PRGM	122.04
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13961	03/20/2024	FOOD/ CI & CII NUTR PRGM	13.56
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	13962	03/20/2024	MAR'24 NEWSLETTER	6,299.41
01.0100.1040.5922	TOWN SQUARE PUBLICATIONS LLC	13963	03/20/2024	JUNE'24 CITY ADVERTISEMENTS	2,330.00
01.0130.1310.5215	TRUSAIC	13964	03/20/2024	MAR'24 ACA MONTHLY	1,061.21
37.0670.6720.5977	ULINE	13965	03/20/2024	TAPE/ STOP SIGH POLES	2,600.70
01.0170.1720.5420	UNISHIELD	13966	03/20/2024	ICE PACKS/ YARD	400.99
01.0150.1515.5204	VALERIE BECHTOLD	13967	03/20/2024	FEB'24 PC MEETING	100.00
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	13968	03/20/2024	COOLING TOWER TREATMENT/ CHALL	200.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	13969	03/20/2024	JANITORIAL SUPP CITY-WIDE	1,118.49
01.0170.1710.5520	WHITTIER FERTILIZER	13970	03/20/2024	GORILLA HAIR/ CHALL	317.52
01.0160.1660.5520	WHITTIER FERTILIZER	13970	03/20/2024	SAND/ SHIVELY	260.19
01.0160.1650.5520	WHITTIER FERTILIZER	13970	03/20/2024	GORILLA HAIR/ NTP	396.90
01.0170.1710.5520	WHITTIER FERTILIZER	13970	03/20/2024	RED BARK / CHALL	926.10
01.0170.1750.5520	WHITTIER FERTILIZER	13970	03/20/2024	GORILLA HAI / STATE OF THE CITY	1,592.01
01.0170.1750.5520	WHITTIER FERTILIZER	13970	03/20/2024	GORILLA HAIR / STATE OF THE CITY	1,759.59
01.0170.1750.5520	WHITTIER FERTILIZER	13970	03/20/2024	MULCH DUFEE MEDIAN/ STATE OF THE CITY	418.95
01.0170.1750.5520	WHITTIER FERTILIZER	13970	03/20/2024	DUFEE MEDIAN/ STATE OF THE CITY	251.37
01.0170.1750.5520	WHITTIER FERTILIZER	13970	03/20/2024	GORILLA HAIR DUFEE/ STATE OF THE CITY	921.69
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13971	03/20/2024	HELIUM REFILL & BALLOONS/ EVENT SUPP	418.95
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13971	03/20/2024	ST PATRICK EVENT BALLOONS	26.46
01.0130.1330.5950	XEROX CORPORATION	13972	03/20/2024	1/30-2/28/24 COPIER LEASE	703.07

01.0130.1330.5950	XEROX CORPORATION	13972	03/20/2024	2/29-3/29/24 COPIER LEASE	1,547.99
01.0130.1330.5950	XEROX CORPORATION	13972	03/20/2024	2/29-3/29/24 COPIER LEASE	282.63
01.0151.1543.5952	ZUMAYA RENTALS	13973	03/20/2024	3/30/24 RESTROOM RENTAL/ EASTER BFAS	1,000.00
01.0151.1543.5952	ZUMAYA RENTALS	13974	03/20/2024	RESTROOM RENTAL/ NIGHT MARKET	1,000.00
01.0130.1310.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SAM SUBMITTAL CONTRACTED SVCS	3,000.00
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	FINANCE DEPT SUPP	55.12
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	OFFICE SUPP	143.31
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	198.94
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	126.20
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	755.73
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	121.98
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	104.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	74.79
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	61.65
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	31.72
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SPECIAL EVENT SUPP	558.46
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SPECIAL EVENT SUPP	459.74
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAT WISH TOY GIVEAWAYS SUPP	1,496.51
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS DECOR/ CHALL	186.87
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	87.54
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	58.14
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	31.20
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	3.79
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	MUSIC SUBSCRIPTION/ EVENTS	16.99
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH SUPPLIES	308.69
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH SUPPLIES	347.32
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH SUPPLIES	165.30
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH SUPPLIES	190.99
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH SUPPLIES	27.10
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH FOOD SUPP	580.43
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH FOOD SUPP	78.12
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	APPLE ICLOUD SUB	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	APPLE ICLOUD SUB	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	APPLE ICLOUD SUB	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	APPLE ICLOUD SUB	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	APPLE ICLOUD SUB	9.99
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	XTAS DECORATIONS	402.05
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS TREE DECORATIONS	532.38
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	HOME DEPOT RETURN CREDIT	(71.64)
01.0160.1620.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TILE ADHESIVE	22.90
01.0160.1620.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SURGE PROTECTOS	35.89
01.0160.1630.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SMOKE DETECTORS	341.68
01.0160.1630.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SMOKE DETECTORS	115.82
01.0160.1660.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	WATER HEATER STRAPS	89.20
01.0160.1670.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	WATER SUPPLIES	82.47
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CMTG REFRESHMENTS	98.30
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	PATCHED/ CODE ENFORCEMENT	277.75
01.0170.1020.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	BEST CLEANER UNIFORMS	340.00

01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS LIGHTS	21.43
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	LOBBY SUPPLIES/ CHALL	54.51
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHALL EQUIP	499.89
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS TREE STAND	66.13
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	HOME DEPOT RETURN CREDIT	(99.19)
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	HR OFFICE SUPP	334.10
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHALL LOBBY CHRISTMAS TREE	164.27
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	WATER LINE SUPPLIES	24.16
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	PATCHES/ PW	598.62
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CITY LOGO MATS	1,126.87
01.0170.1740.5962	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	MAINTENANCE SUPPLIES	328.55
01.0170.1760.5540	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CORD PROTECTORS	499.42
01.0170.1770.5525	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TRUCK EQUIPMENT	203.97
02.0170.1760.5540	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	PAINT SUPPLIES	234.75
02.0170.1760.5572	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SPRAY PAINT SUPP	269.69
02.0170.1760.5962	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SOCKET SETS	145.72
02.0170.1760.5962	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	MAINTENANCE SUPPLIES	512.09
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	OFFICE SUPPLIES	39.18
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	PHOTOSHOP (FLYERS & PICS)	9.99
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	WINTER WONDERLAND DECOR	27.33
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SYMPATHY WREATH	130.00
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SKILLPATH- YRLY SUBSCRIPTION	499.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	EVENT SUPPLIES	45.74
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	WINTER WONDERLAND DECOR	130.74
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	WINTER WONDERLAND DECOR CREDIT	(27.51)
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	RAFFLE SPIRIT WEEK GIFTS	109.87
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	WINTER WONDERLAND DECOR	49.51
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SENIOR SOCIAL SUPP	39.07
01.0120.1210.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SHIPPING CHARGES	25.29
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CITY CLERKS SEMINAR/ HOTEL CHARGES	639.00
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	PLANNING DEPT SUPPLIES	156.35
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	32.82
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	125.24
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS CRAF PRGM SUPP	164.92
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	PRGM SUPPLIES	47.33
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	508.52
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SANTA SLEIGH RIDE SUPP	117.76
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT SUPP	81.85
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SANTA SLEIGH RIDE	251.37
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SANTA SLEIGH RIDE SUPP	257.84
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT SUPP	307.74
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT SUPP	24.88
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT SUPP	70.89
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT SUPP	90.43
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT SUPP	123.44
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT SUPP	183.91
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT SUPP	113.29
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT TOYS	2,088.56

01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT TOYS	2,009.39
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT TOYS	687.96
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT FOOD	478.13
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT FOOD	478.13
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT FOOD	484.00
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT FOOD	84.01
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WISH EVENT FOOD	553.92
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TRANSPORTATION CHARGES	33.97
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CITY COUNCIL AGENDA MEETING	51.01
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	ANNUAL ALL CITIES HOLIDAY/ PARKING	8.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	LA TIMES SUBSCRIPTION	15.96
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SGV VALLEY SUBSCRIPTION	26.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	DEC'23-JAN'24 ZOOM SUBCRIPTION	319.90
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHALL MAINTENANCE SUPP	171.85
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHALL CHRISTMAS DECORATIONS	99.16
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHALL CHRISTMAS DECORATIONS	625.19
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	COUNCIL SUPPLIES	175.35
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	COUNCIL SUPPLIES	154.34
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	COUNCIL SUPPLIES	141.64
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	COUNCIL SUPPLIES	98.81
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	COUNCIL SUPPLIES	56.50
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	COUNCIL SUPPLIES	66.06
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	COUNCIL SUPPLIES	46.26
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	COUNCIL SUPPLIES	23.14
01.0100.1010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	STAFF MEETING/FOOD	15.00
01.0100.1010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	STAFF MEETING/FOOD	64.50
01.0100.1010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	IIMC CITY CLERK ASSOCIATION MEMBERSHIP	185.00
01.0100.1010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CITY CLERKS ASSOCIATION MEMBERSHIP	250.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CITY COUNCIL DINNER/ COUNCIL MTG	197.06
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CITY COUNCIL DINNER/ COUNCIL MTG	267.91
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	INSTACART ORDER/ REIMB	87.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	INSTACART ORDER/ REIMB	1.17
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SUPPLIES	20.53
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SUPPLIES	99.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SUPPLIES	33.72
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS DECOR	5.83
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	STAFF MEETING/FOOD	61.50
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CITY CLERKS SEMINAR/ HOTEL CHARGES	639.00
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CITY COUNCIL WIRELESS HOTSPOTS	230.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	ADBOE ACROBRAT SUB	19.99
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	OFFICE SUPPLIES	139.98
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CRAFT SUPPLIES	10.98
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CRAFT SUPPLIES	13.75
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS RIBBON	31.55
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CRAFT SUPPLIES	35.85
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CRAFT SUPPLIES	55.93
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS WRAPPING PAPER	5.50
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	RETURN CREDIT RFND	(82.43)

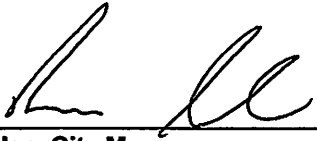
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS CLOTH/ DINING RM	251.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	RETURN CREDIT RFND	(131.85)
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	LUNCHEON SUPPLIES	242.40
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS CLOTH/ DINING RM	177.22
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS DECORATIONS	70.01
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	PIZZA/ FBLA STUDENTS	41.29
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SPECIAL EVENT SUPPLIES	60.64
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	CHRISTMAS DECORATIONS	222.96
01.0150.1530.6020	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	MY SCTR LICENSE RENEWAL	1,433.25
01.0160.1620.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SCTR CHRISTMAS TREE SUPP	104.68
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	REPAIR WATER LINE SUPP	649.10
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	NUTR PGRM SUPP	171.55
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	NUTR PGRM SUPP	60.64
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	NUTR PGRM SUPP	248.67
01.0160.1610.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	FLOWERS/ CCTR	43.81
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	COMPUTER SOFTWARE	300.00
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	HEATER & SUPP	561.88
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	FLOWERS/ CHALL	258.45
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	OFFICE SUPPLIES	133.39
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	608.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	474.81
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	329.55
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	67.42
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	3.90
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	17.60
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	28.62
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	137.59
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	35.25
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	200.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	253.39
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TOY DRIVE SUPP	297.61
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TOY DRIVE SUPP	65.94
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TOY DRIVE SUPP	65.88
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TOY DRIVE SUPP	566.90
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TOY DRIVE SUPP	488.77
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TOY DRIVE SUPP	411.27
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	84.08
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	108.47
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	191.12
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	AFTER SCHOOL PRGM SUPP	27.40
01.0151.1541.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	YOUTH BBALL EQUIPMENT	164.06
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TREE LIGHTING FOOD SUPP	274.67
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TREE LIGHTING DECORATIONS	744.58
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SPECIAL EVENTS TABLE COVER	40.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TREE LIGHTING DECORATIONS	185.35
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	SPECIAL EVENTS SUPPLIES	192.41
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TOY DRIVE SUPPLIES	126.75
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TOY DRIVE SUPPLIES	1,183.61

01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	TOY DRIVE SUPPLIES	1,267.10
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	12/7-1/6/24 CABLE & INTERNET SVCS	152.97
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	NOV'23 STAMPLI MONTHLY CHARGE	1,823.00
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	NOV'23 INTENET SVCS	327.04
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	12/16-1/15/24 CABLE & INTERNET SVCS	325.09
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	10/3-11/2/23 CITY CELL SVCS-FIRSTNET	6,079.86
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	ICLOUD STORAGE MNTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	ICLOUD STORAGE MNTHLY CHARGE	0.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	1/24-1/26/24 COUNCIL ACADEMY/ FLIGHT CHARGES	536.80
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	12/7/23 E. MONTE PROMISE FOUNDATION	50.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001506	01/03/2024	ADOBE CLOUS APPS	23.99
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001507	03/08/2024	RATE PLAN 23047	1,990.62
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001507	03/08/2024	RATE PLAN 685	10,070.13
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001507	03/08/2024	RATE PLAN 27216	19,534.07
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001508	03/08/2024	PPE 3/02/24 FEDERAL	18,885.15
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001508	03/08/2024	PPE 3/02/24 FICA	28,687.80
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001508	03/08/2024	PPE 3/02/24 MEDICARE	6,709.08
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001509	03/08/2024	PPE 3/2/24 TNG WTHD'G	65.13
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001509	03/08/2024	PPE 3/2/24 UI TAX WTHD'G	1,303.13
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001509	03/08/2024	PPE 3/2/24 STATE WTHD'G	6,721.09
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001510	03/08/2024	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001510	03/08/2024	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001510	03/08/2024	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001510	03/08/2024	CASE 200000002163990	359.00
01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE WEST	DFT0001511	02/16/2024	FEB'24 TRACTOR LEASE	1,694.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001512	02/21/2024	1/5-2/5/24 1903 IRRIG DURFEE	582.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001513	02/06/2024	12/21-1/22/24 1556 IRRG CENTRAL	335.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001514	02/22/2024	1/9-2/7/24 1530 N CENTRAL	282.41
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001515	02/22/2024	1/9-2/7/24 10452 E RUSH	68.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001516	02/22/2024	1/9-2/7/24 1707 N MERCED	450.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001517	02/06/2024	12/21-1/22/24 1341 ISLAND / SANTA ANITA	46.84
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001518	02/06/2024	12/21-1/22/24 1415 IRRG SANTA ANITA	523.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001519	02/06/2024	12/21-1/22/24 1500 CENTRAL	722.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001520	02/22/2024	1/9-2/7/24 1415 N SANTA ANITA	359.80
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001521	02/15/2024	2/1-3/1/24 1900 N CENTRAL	108.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001522	02/22/2024	1/9-2/7/24 1500 N CENTRAL	1,311.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001523	02/21/2024	1/5-2/5/24 1926 IRR DURFEE	255.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001524	02/21/2024	1/4-2/2/24 THIENES / PARKWAY	31.88
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001525	02/21/2024	1/4-2/2/24 1508 IRRG PECK	255.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001526	02/27/2024	1/10-2/8/24 2004 IRRIG ROSEMEAD	27.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001527	02/06/2024	12/21-1/22/24 1819 CENTRAL	452.80
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001528	02/22/2024	1/9-2/7/24 1556 N CENTRAL	359.80
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001529	02/21/2024	1/4-2/2/24 1628 IRRIG DURFEE	245.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001530	02/21/2024	1/4-2/2/24 1660 IRRIG DURFEE	136.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001531	02/06/2024	12/21-1/22/24 1450 LIDCOMBE	656.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001532	02/06/2024	12/21-1/22/24 1530 IRRG CENTRAL	409.88
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001533	02/21/2024	1/8-2/6/24 1450 LIDCOMBE AVE	218.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001534	02/06/2024	12/22-1/22/24 1450 LIDCOMBE	255.10

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001535	02/22/2024	1/9-2/7/24 N/E MERCED SANTA ANITA	136.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001536	02/22/2024	1/9-2/7/24 1819 N MERCED	68.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001537	02/21/2024	1/5-2/5/24 11016 GOMEZ PALACIO	27.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001538	02/21/2024	1/4-2/2/24 1109 IRRIG PECK	218.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001539	02/27/2024	1/11-2/12/24 2620 ROSEMEAD	159.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001540	02/15/2024	2/1-3/1/24 1415 N SANTA ANITA	72.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001541	02/22/2024	1/9-2/7/24 1900 N CENTRAL	163.93
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001542	02/27/2024	1/11-2/12/24 2464 ROSEMEAD	318.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001543	02/22/2024	1/9-2/7/24 1819 N CENTRAL	264.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001544	02/22/2024	1/9-2/7/24 MERCED N/W SANTA ANITA	59.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001545	02/06/2024	12/21-1/22/24 1402 IRR LERMA	1,229.30
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001546	02/21/2024	1/4-2/2/24 FARNDON - PECK	68.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001547	02/22/2024	1/9-2/7/24 1824 N CENTRAL	428.08
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001548	02/22/2024	1/9-2/7/24 1652 IRRIG TYLER	136.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001549	02/21/2024	1/4-2/2/24 1502 IRRIG PECK	291.52
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001550	02/27/2024	1/10-2/8/24 2218 ROSEMEAD	136.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001551	02/22/2024	1/9-2/7/24 N LERMA / MILLET	232.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001552	02/21/2024	1/4-2/2/24 1222 IRRIG PECK	259.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001553	02/22/2024	1/9-2/7/24 2000 IRRIG SANTA ANITA	68.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001554	02/21/2024	1/4-2/2/24 1710 IRRIG DURFEE	218.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001555	02/21/2024	1/8-2/6/24 1675 IRRIG DURFEE	145.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001556	02/22/2024	1/9-2/7/24 2022 N CENTRAL	68.34
01.0170.1730.5705	SO CAL GAS	DFT0001557	02/23/2024	1/16-2/14/24 1530 CENTRAL AVE	603.00
01.0170.1730.5705	SO CAL GAS	DFT0001558	02/23/2024	1/16-2/14/24 1824 CENTRAL AVE	231.60
01.0170.1730.5705	SO CAL GAS	DFT0001559	02/23/2024	1/16-2/14/24 1500 CENTRAL AVE	3,159.02
01.0170.1730.5705	SO CAL GAS	DFT0001560	02/23/2024	1/16-2/14/24 1450 LIDCOMBE AVE	82.55
01.0170.1730.5705	SO CAL GAS	DFT0001561	02/23/2024	1/16-2/14/24 1900 CENTRAL AVE	281.89
01.0170.1730.5705	SO CAL GAS	DFT0001562	02/08/2024	1/2-1/30/24 1415 SANTA ANITA AVE	130.76
01.0170.1730.5705	SO CAL GAS	DFT0001563	02/23/2024	1/16-2/14/24 1556 CENTRAL AVE	996.83
01.0170.1730.5705	SO CAL GAS	DFT0001564	01/24/2024	12/14-1/16/24 1500 CENTRAL AVE	3,199.08
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001565	02/22/2024	1/9-2/7/24 1459 SANTA ANITA AVE	428.87
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001566	02/27/2024	1/16-2/13/24 1556 CENTRAL AVE	1,831.68
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001567	02/20/2024	1/1-1/31/24 STREET LIGHTS	2,255.63
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001568	02/27/2024	1/16-2/13/24 1824 CENTRAL AVE	666.13
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001569	02/27/2024	1/16-2/13/24 1530 CENTRAL AVE	2,034.99
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001570	02/27/2024	1/16-2/13/24 1415 SANTA ANITA	2,422.40
01.0170.1730.5705	SO CAL GAS	DFT0001576	03/08/2024	1/30-2/29/24 1415 SANTA ANITA AVE	801.67
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001577	03/13/2024	2/1-2/29/24 STREET LIGHTS	3,613.10
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0001578	03/07/2024	MAR'24 SUPPLEMENTAL LIFE INSURANCE	2,343.23
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001579	02/09/2024	RE-OCCURRING PHONE CHARGES	9.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001579	02/09/2024	CITY COUNCIL HOT SPOTS	220.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001579	02/09/2024	RE-OCCURRING PHONE CHARGES	55.00
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001580	03/18/2024	1/1-1/31/24 2028 CENTRAL AVE	587.86
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001581	03/18/2024	JAN'24 STREET LIGHTS	4,864.42
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001582	03/18/2024	1/16-2/13/24 STREET LIGHTS	2,247.53
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001583	03/18/2024	12/20/23-2/20/24 9465 GARVEY AVE	7.92
01.0140.1100.5406	SPARKLETTS	DFT0001584	03/12/2024	JAN'24 WATER SVCS	36.47
01.0140.7020.5406	SPARKLETTS	DFT0001584	03/12/2024	JAN'24 WATER SVCS	36.47

01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001585	01/09/2024	RE-OCCURING PHONE CHARGES	6.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001585	01/09/2024	CITY COUNCIL HOT SPOTS	220.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001585	01/09/2024	RE-OCCURING PHONE CHARGES	55.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001586	03/20/2024	1/22-2/20/24 1556 IRRG CENTRAL	238.19
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001587	03/20/2024	1/22-2/20/24 1530 IRRG CENTRAL	245.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001588	03/20/2024	1/22-2/20/24 1819 CENTRAL	218.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001589	03/20/2024	1/22-2/20/24 1500 CENTRAL	218.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001590	03/20/2024	1/22-2/20/24 1415 IRRG SANTA ANITA	222.58
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001591	03/20/2024	1/22-2/20/24 1450 LIDCOMBE	259.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001592	03/20/2024	1/22-2/20/24 1402 IRR LERMA	511.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001593	03/20/2024	1/22-2/20/24 1341 ISLAND/ SANTA ANITA	39.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001594	03/20/2024	1/22-2/20/24 1450 LIDCOMBE	687.77
Grand Total					633,919.15

Authorization Signature

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

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: March 26, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-139, APPROVING PLANS AND SPECIFICATIONS AND AWARDING A CONSTRUCTION AGREEMENT TO CALPROMAX ENGINEERING, INC. FOR THE TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD (HSIPL-5352(021))

SUMMARY: On February 20, 2024, the Engineering Department solicited bids for the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd. The lowest responsive bid was submitted by Calpromax Engineering, Inc. in the amount of \$437,390.00.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve the plans and specifications for the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd. Project;
2. Review the bids and find that Calpromax Engineering, Inc. has submitted the lowest responsive bid;
3. Adopt Resolution No. 24-139, approving plans and specifications and awarding the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd Project contract to Calpromax Engineering, Inc. in the amount of \$437,390.00;
4. Approve a 15% contingency amount of \$65,608.50 for a total project construction budget amount not to exceed \$502,998.50; and
5. Authorize the City Manager or designee to negotiate and execute the contract.

FISCAL/FINANCIAL IMPACT: The established budget is as follows:

Contract Award Amount	\$437,390.00
Construction Contingency (15% of contract amount)	\$65,608.50
Total Construction Budget	\$502,998.50

The Project will be funded by the following sources. This construction contract will be funded through HSIP Cycle 10 funds.

HSIP Cycle 10 (No local match required)	\$502,998.50
Total Budget	\$502,998.50

DISCUSSION: The Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. involves traffic safety improvements including installation of protected left turn phasing (including new signal poles) at Lee Ave. and Garvey Ave. on both east and west bound approaches, as well as, the installation of new signal hardware (lenses, back-plates with retroreflective borders, mounting, size and number), new pedestrian countdown signal heads and audible push buttons at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. The project improvements will involve a total of two (2) signalized intersections throughout the City. The project involves long lead time material procurement (traffic signal poles). The construction is anticipated to be completed in early 2025.

The construction portion of the project was advertised on February 20, 2024. The following seven (7) bids were received by the City at the Bid Opening held on March 13, 2024, at 2:00 PM. Below is the list of Bidders and Bid amounts:

Bidder Name (from low to high)	Bid Amount
Calpromax Engineering, Inc.	\$437,390.00
Elecnor Belco Electric, Inc.	\$453,476.00
Baker Electric & Renewables, LLC	\$455,785.00
Crosstown Electrical & Data, Inc.	\$458,971.00
Comet Electric, Inc.	\$481,944.00
Servitek Electric, Inc.	\$496,155.00
DBX, Inc.	<i>*Bid submitted by DBX did not acknowledge addendum 2, and therefore, this bid is deemed non responsive.</i>

The bid submitted by DBX, Inc. did not acknowledge addendum 2. Therefore, the bid was deemed non-responsive.

Staff conducted a bid analysis and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files and references for Calpromax Engineering, Inc. Per the bid analysis, the bid submitted by Calpromax Engineering, Inc. was determined to be the lowest responsive bid. The bid submitted by Calpromax Engineering, Inc and the bid analysis completed by staff is attached as reference.

Staff report was collaboratively prepared by Andrés González, Senior Public Works Analyst and the staff from TransTech.

ATTACHMENT(S):

- A. Resolution No. 24-139_ Calpromax Engineering Contract A(971238.3)
- B. Submitted Bid
- C. Bid Analysis1
- D. Calpromax Engineering Construction Contract (2024)(9707(971232.4)

ATTACHMENT A

RESOLUTION NO. 24-139

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING PLANS AND SPECIFICATIONS AND AWARDED
CONSTRUCTION AGREEMENT TO CALPROMAX
ENGINEERING, INC. FOR THE TRAFFIC SIGNAL
IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE
AVE & PECK RD

WHEREAS, the City of South El Monte desires to construct traffic signaling improvements including: installation of conduits, pull boxes, signal heads, sensor units, pedestrian push buttons, traffic signal poles, traffic striping, hauling and disposal, and traffic control at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd ; and

WHEREAS, the City solicited bids for the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd Project on February 20, 2024, and the City received seven (7) bids for the Project on March 13, 2024; and

WHEREAS, City staff evaluated all bids and determined Calpromax Engineering, Inc., submitted the lowest responsive bid for the Project.

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

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

SECTION 2. The City Council hereby adopts and approves the plans and specifications for Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd Project, with respect to design and criteria. Copies of the plans and specifications are on file in the City's Engineering Department.

SECTION 3. Upon reviewing the bids submitted for the work to be performed pursuant to contract and the plans and specifications, the City Council hereby finds that Calpromax Engineering, Inc. submitted the lowest responsive bid for the project, in the amount of \$437,390.

SECTION 4. The City Council hereby authorizes and directs the City Manager to execute a construction agreement with Calpromax Engineering, Inc. for the project, subject to review and approval as to form by the City Attorney. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 26th day of March 2024.

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. 24-139 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 26th day of March 2024, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- ☒ Completed and Signed Bid Cover Form (Page B-2 and B-3)
- ☒ Completed and Signed Bid Sheets (Page B-4 and B-7)
- ☒ Completed, Signed and Notarized Questionnaire (Page B-8 thru B-11)
- ☒ Completed References Form (Page B-12 thru B-15)
- ☒ Resume of General Construction Superintendent/On-Site Construction Manager (Page B-16)
- ☒ Completed Subcontractor Designation Form (Page B-17)
- ☒ Completed and Signed Industrial Safety Record Form (Page B-18)
- ☒ Completed, Signed and Notarized Bid Bond or Other Security Form (Page B-19 and B-20)
- ☒ Signed and Notarized Noncollusion Declaration Form (Page B-21)
- ☒ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

City of South El Monte

City Project No.: 296

BID

CITY OF SOUTH EL MONTE

**TRAFFIC SIGNAL IMPROVEMENTS AT
LEE AVENUE & GARVEY AVENUE AND DURFEE AVENUE & PECK ROAD**

**Caltrans Project No.: HSIPL-5352(021)
City Project No.: 296**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH EL MONTE:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of South El Monte to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. <u>1</u>	Date: <u>February 28, 2024</u>
Addendum No. <u>2</u>	Date: <u>March 1, 2024</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence

City of South El Monte

City Project No.: 296

of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 995933, Class A, B, which expires on 08/31/2024.

Bidder's Name: CALPROMAX ENGINEERING, INC.

Signature: 

Title: VICE PRESIDENT Date: 03/13/2024

Signature: _____

Title: _____ Date: _____

City of South El Monte

City Project No.: 296

CITY OF SOUTH EL MONTE

BID SHEETS FOR

**TRAFFIC SIGNAL IMPROVEMENTS AT
LEE AVENUE & GARVEY AVENUE AND DURFEE AVENUE & PECK ROAD**

Bidder's Name: CALPROMAX ENGINEERING, INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
Major Improvement Intersections					
1	Mobilization	1	LS	\$ 20,000	\$ 20,000
2	Traffic Control	1	LS	\$ 8,000	\$ 8,000
3	Temporary Traffic and Electrical Systems	1	LS	\$ 7,200	\$ 7,200
4	Signal Turn On	1	LS	\$ 1,800	\$ 1,800
5	Furnish and Install 2070 ATC Controller w/ D4 software or City-Approved Equal in existing Type 332 Traffic -Signal Cabinet. Reprogram video detection zones per this signal plan. Rewire cabinet to allow for 3-section FYA PPLT operation for all left turn phases. However, the intersection shall be programmed to run a full-time protected left-turn only operation after signal turn-on. Furnish and install all appurtenances to provide a complete operation system as shown on plan.	1	EA	\$ 15,000	\$ 15,000
6	Remove and Salvage Existing Traffic Signal Controller	1	EA	\$ 1,200	\$ 1,200
7	Furnish and Install New Sign	2	EA	\$ 200	\$ 400
8	Remove and salvage large pole and foundation (15 or larger) and equipment complete	2	EA	\$ 2,400	\$ 4,800
9	Furnish and Install High Visibility Yellow Reflective Strip on Vehicle Signal Head Backplates	12	EA	\$ 300	\$ 3,600
10	Furnish and Install 2'x13' white ladder xwalk	550	SF	\$ 5	\$ 2,750
11	Furnish and Install 2'x10' white ladder xwalk	320	SF	\$ 5	\$ 1,600
12	Furnish and Install 12" white limit line	150	LF	\$ 6	\$ 900

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

City of South El Monte

City Project No.: 296

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
13	Furnish and Install Type IV (L) arrow per Caltrans Standard Plan A24A	5	EA	\$ 200	\$ 1,000
14	Furnish and Install Type VII (L) arrow per Caltrans Standard Plan A24A	1	EA	\$ 250	\$ 250
15	Furnish and Install Battery Backup System	1	EA	\$ 10,200	\$ 10,200
16	Furnish and Install 6" solid white, 50' long lane line	4	EA	\$ 120	\$ 480
17	Furnish and Install Traffic stripe detail 38 per Caltrans Standard Plan A20D	300	LF	\$ 3	\$ 900
18	Furnish and Install Traffic stripe detail 12 per Caltrans Standard Plan A20A	450	LF	\$ 2.5	\$ 1,125
19	Furnish and Install Traffic stripe detail 22 per Caltrans Standard Plan A20A	400	LF	\$ 3	\$ 1,200
20	Furnish and Install Pavement marking "KEEP" per Caltrans Standard Plan A24E	2	EA	\$ 360	\$ 720
21	Furnish and Install Pavement marking "CLEAR" per Caltrans Standard Plan A24E	2	EA	\$ 450	\$ 900
22	Remove conflicting striping	1	LS	\$ 5,300	\$ 5,300
23	Furnish and Install PPB Post and foundation complete	2	EA	\$ 1,900	\$ 3,800
24	Furnish and Install ^{Type} 26 pole and foundation complete	2	EA	\$ 42,000	\$ 84,000
25	Furnish and Install Mast arm (30'-40') complete	1	EA	\$ 12,000	\$ 12,000
26	Furnish and Install Mast arm (45'-55') complete	1	EA	\$ 13,000	\$ 13,000
27	Furnish and Install Luminaire complete	2	EA	\$ 5,000	\$ 10,000
28	Furnish and Install 3-12" Vehicle Head (MAS) complete	4	EA	\$ 1,900	\$ 7,600
29	Furnish and Install 3-12" Vehicle Head (SV-1-T) complete	3	EA	\$ 2,300	\$ 6,900
30	Furnish and Install 3-12" Vehicle Head (SV-2-TA) complete	1	EA	\$ 3,400	\$ 3,400
31	Furnish and Install Countdown Pedestrian Head (SP-1-T) complete	6	EA	\$ 800	\$ 4,800
32	Furnish and Install Audible Push Button complete	6	EA	\$ 1,000	\$ 6,000
33	Remove and salvage existing PPB	4	EA	\$ 500	\$ 2,000
34	Cover holes in pole left from removal of existing PPB	4	EA	\$ 500	\$ 2,000
35	Furnish and Install ISNS	2	EA	\$ 4,000	\$ 8,000
36	Furnish and Install 2" Conduit	80	LF	\$ 85	\$ 6,800
37	Furnish and Install 3" Conduit	300	LF	\$ 120	\$ 36,000

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

City of South El Monte

City Project No.: 296

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
38	Furnish and Install 1-DLC	130	LF	\$ 6	\$ 780
39	Furnish and Install Various Size Signal Wire (6 phases)	1	EA	\$ 36,000	\$ 36,000
40	Furnish and Install #6 pull box complete	6	EA	\$ 500	\$ 3,000
41	Remove and salvage pull box	6	EA	\$ 180	\$ 1,080
42	Remove and salvage existing vehicle head	3	EA	\$ 120	\$ 360
43	Remove and salvage existing pedestrian head	4	EA	\$ 120	\$ 480
44	Remove and salvage existing sign post	1	EA	\$ 45	\$ 45
45	Relocate existing video detection camera	2	EA	\$ 1,500	\$ 3,000
46	Relocate existing signs	3	EA	\$ 110	\$ 330
47	New Ramp Complete	3	EA	\$ 12,000	\$ 36,000
48	Remove ramp	3	EA	\$ 900	\$ 2,700
49	Install conduit into existing pull box	3	EA	\$ 600	\$ 1,800
50	Traffic stripe detail 21 per Caltrans Standard Plan A20A	160	LF	\$ 3	\$ 480
51	Remove existing delineator	25	EA	\$ 34	\$ 850
52	Furnish and Install Yellow, Type G, Class 1 Flexible Delineator or City-Approved Equal	27	EA	\$ 75 ^{Nk} 300 _{Nk}	\$ 2,025 ^{Nk} 8,100 _{Nk}
Minor Improvements Intersections					
53	Furnish and Install 3-12" Vehicle Head	12	EA	\$ 1,200	\$ 14,400
54	Furnish and Install SV-1-T traffic signal mounting bracket.	4	EA	\$ 450	\$ 1,800
55	Furnish and Install TV-1-T traffic signal mounting bracket.	4	EA	\$ 450	\$ 1,800
56	Furnish and Install MAS traffic signal mounting bracket.	4	EA	\$ 220	\$ 880
57	Furnish and Install High Visibility Yellow Reflective Strip on Vehicle Signal Head Backplates	12	EA	\$ 450	\$ 5,400
58	Remove And Salvage Existing 3-8" Traffic Signal Head	3	EA	\$ 120	\$ 360
59	Remove And Salvage Existing 3-12" Traffic Signal Head	9	EA	\$ 120	\$ 1,080
60	Furnish and Install Countdown Pedestrian Signal Head	8	EA	\$ 650	\$ 5,200
61	Furnish and install SP-1-T pedestrian signal mounting bracket.	8	EA	\$ 420	\$ 3,360
62	Remove And Salvage Existing Pedestrian Signal Head And Mounting Bracket.	8	EA	\$ 120	\$ 960

BID

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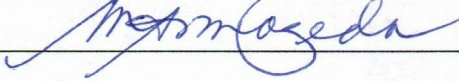
BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

City of South El Monte

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BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
63	Furnish and install APS PPB city approved equal. Reuse existing wires	8	EA	\$ 1,200	\$ 9,600
64	Remove and salvage existing PPB. Patch holes PPB is relocated to different location on pole.	8	EA	\$ 240	\$ 1,920
TOTAL BID AMOUNT IN NUMBERS					\$ 437,390

TOTAL BASE BID PRICE IN WORDS: Four Hundred And Thirty Seven Thousand
And Three Hundred Ninety Dollars

Signature: 

Title: VICE PRESIDENT Date: 03/13/2024

Signature: _____

Title: _____ Date: _____

Schedule of Values (SOV). Within 10 days of execution of this contract, the Contractor shall submit for the City's review and approval an SOV for the lump sum Bid items of the Work. The Schedule of Values will:

- Subdivide the Work into its respective parts,
- Include values for all items comprising the Work, and
- Serve as the basis for monthly progress payments made to the Contractor throughout the Work.

The City shall be the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the City, a greater number of SOV items than proposed by the Contractor are necessary, the Contractor shall add the additional items so identified by the City. When requested by City, the Contractor shall provide substantiating data in support of scheduled values. Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

City of South El Monte

City Project No.: 296

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: CALPROMAX ENGINEERING, INC.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
-
- (3) Business Address: 700 S. VAN BUREN ST., STE. C, PLACENTIA, CA 92870
- (4) Telephone: (714) 573-4599 Facsimile: (714) 459-7088
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: CORPORATION
- (6) Corporation organized under the laws of the State of: CALIFORNIA
- (7) California State Contractor's License Number and Class: 995933 / A, B
- Original Date Issued: 08/20/2014 Expiration Date: 08/31/2024
- (8) DIR Contractor Registration Number: 1000028249
- (9) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.
- Name of Person who inspected the site: JOSE VEGA
- Date of Inspection: 02/29/2024
- (10) Number of years' experience the company has as a contractor in construction work: 9
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
- NIZAR KABBANY - PRESIDENT
- MARIA ARMOGEDA - VICE PRESIDENT
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
- NONE

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

City of South El Monte

City Project No.: 296

- (13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

NONE

- (14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years: NONE

- a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

NO

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

City of South El Monte

City Project No.: 296

- (16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

NO

- (17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

NO

- (18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

- (19) List the last three (3) projects you have worked on or are currently working on for the City of South El Monte:

Rush Street and Peck Road Traffic Signal & Lighting Modification Project

City of South El Monte

City Project No.: 296

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Company

Subscribed and sworn to me: _____

Signature: _____

Signature: _____

Title: Vice President

This ____ day of _____, 20____

Date: 03/13/2024

Title: _____

Signature: _____

Signature: _____

Title: _____

Date: _____

(SEAL)

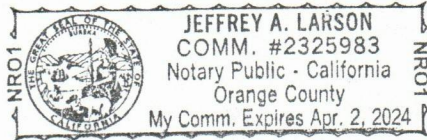


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 13th
day of March, 2024, by Maria Armoqeda

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



(Seal)

Signature

City of South El Monte

City Project No.: 296

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number Construction on State Highway in Los Angeles County in Los Angeles at Wilmington Boulevard / Contract # 07-359704

Project Description Install protected left turn & modify existing traffic control signal.

Approximate Construction Dates From: 10/05/2023 To: Present

Agency Name: Department of Transportation

Contact Person: Khanh-Van Nguyen **Telephone:** (213) 798-5950

Address: 13230 Firestone Blvd. Santa Fe Springs, CA 90670

Original Contract Amount: \$ 977,148.14 **Final Contract Amount:** \$

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number Construction on State Highway in Los Angeles County in Torrance from 236th Street to Redondo Beach Boulevard, Contract # 07-307024

Project Description Construct ADA curb ramps and Modify signal and lighting systems

Approximate Construction Date From: 06/12/2023 To: Present

Agency Name: Department of Transportation

Contact Person: Edgar Herrera **Telephone:** (310) 345-6267

Address: 970 W. 190th St., Suite 270, Torrance, CA 90502

Original Contract Amount: \$ 2,092,264.00 **Final Contract Amount:** \$

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

City of South El Monte

City Project No.: 296

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number Manhattan Beach Boulevard and Peck Avenue Traffic Signal Improvement Project / E1266-21C

Project Description Upgrade the traffic signal system

Approximate Construction Dates From: 03/23/2023 To: 06/23/2023

Agency Name: City of Manhattan Beach

Contact Person: Helen Shi **Telephone:** (310) 802-5354

Address: 1400 Highland Avenue, Manhattan Beach CA 90266

Original Contract Amount: \$ 611,938.00 **Final Contract Amount:** \$ 629,602.72

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change orders

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

City of South El Monte

City Project No.: 296

Project 4 Name/Number Construction on State Highway in Riverside County in Palm Springs from Golf Club Drive to Tramway Road / Contract #08-0R3024

Project Description Minor concrete, Modify signal and lighting systems

Approximate Construction Dates From: 08/15/2022 To: 12/15/2023

Agency Name: Department of Transportation

Contact Person: Francisco Montellano **Telephone:** (951) 232-6413

Address: 41604 Corporate Way, Palm Desert CA 92260

Original Contract Amount: \$ 2,998,580.00 **Final Contract Amount:** \$ 3,149,286.23

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change orders

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number Construction on State Highway in Orange County in Stanton at Chapman Avenue/ Contract #12-0Q6404

Project Description Modify signal and lighting systems

Approximate Construction Dates From: 10/06/2021 To: 01/13/2023

Agency Name: Department of Transportation

Contact Person: Gagandeep Sidhu **Telephone:** (949) 279-8466

Address: 6533 Marine Way, Irvine CA 92618

Original Contract Amount: \$ 664,988.00 **Final Contract Amount:** \$ 704,871.22

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change orders

City of South El Monte

City Project No.: 296

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number Pedestrian Improvements at Signalized Intersections - Colorado Blvd @ Fair Oaks Avenue and Lake Avenue @ Mountain Street / 75047

Project Description Construction of curb extension, AC pavement; Relocation of traffic signal

Approximate Construction Dates From: 11/01/2021 To: 05/31/2022

Agency Name: City of Pasadena

Contact Person: Buu Luu, P.E. **Telephone:** (626) 744-4586

Address: 100 N. Garfield Avenue, Pasadena CA 91101

Original Contract Amount: \$ 1,074,718.00 **Final Contract Amount:** \$ 909,912.51

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change quantities

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

City of South El Monte

City Project No.: 296

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

PLEASE SEE ATTACHED

Jose Vega, Superintendent

Mr. Vega has more than 15 years of experience in construction of Public works mainly in concrete, electrical, and traffic signal projects. He is fully capable of managing construction on site and coordinating different site activities to execute and deliver a successful project. Currently he serves at Calpromax engineering as the site superintendent.

Mr. Vega has more than 15 years of experience in general engineering, electrical, grading, excavation, fencing, and traffic signals project. His previous projects are mainly electrical, traffic signal, Concrete & Asphalt work, site improvement, street improvement, street lights, interconnect, underground conduit, roadway, retaining walls,

Mr. Vega holds license A (general engineering) and C10 electrical license.

Below are some of Mr. Vega's projects he directly supervised.

Client	County of Riverside
Project Description	Country Club Drive & Adam Street Traffic Signal and Lighting project in the community of Bermuda Duns
Client	California Department of Transportation- CALTRANS
Project Description	Install Pedestrian Hybrid Beacon at Crosswalk on pacific coast Highway.
Client	City of Pasadena
Project Description	Street lighting improvements at various development locations
Client	City of Newport Beach
Project Description	East Bluff park field improvements. Project include concrete sidewalk, fencing, netting, electrical, plumbing.
Client	California Department of Transportation
Project Description	Traffic Signal. Beach Blvd. & Rosecrans Avenue in La Mirada, CA This Project includes Construction of New foundations and adding new conductors.

Client	California Department of Transportation
Project Description	Traffic Signal. Beach Blvd. & Franklin St. in Buena Park, CA This Project includes Modification of existing intersection And rewiring the entire intersection with conductors. Installing new foundations and underground conduits. Including all new striping and traffic loops.
Client	City of Garden Grove
Project Description	Traffic Signal Various Locations in Garden Grove, CA This Project includes Construction of New foundations for Cabinets and Services, construction foundation of traffic signal Poles for four intersections and rewiring the four intersections and connecting them with interconnect.
Client	City of Riverside
Project Description	University Avenue & Canyon Crest Drive Street Improvements This Project includes signal and street modification intersection, sidewalk improvements, utilities' for electrical work

Other projects: Many other Projects for many cities, counties, agencies in Los Angeles, San Bernardino, Riverside, and Orange County.

Mr. Vega Projects responsibility included:

- Supervising and insuring compliance with plans and specification.
- Maintaining awareness of safety and health requirements.
- Enforcing applicable regulations and contract provisions for the protection of public and project personnel.
- Scheduling and monitoring work to meet project milestones.
- Reviewing project schedules.
- Modifying design to field conditions.
- Co-coordinating activities of various agencies.
- Preparing change orders and work estimates.
- Preparing final as-built plans.
- Building and standing of Traffic Signal poles.
- Connecting conductors to the controller cabinets including interconnect.
- Monitor and supervise the operation of rewiring traffic signal intersections.
- Monitor and supervise all underground work including directional boring of new conduits.

City of South El Monte

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DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
Superior Pavement Markings	776306	1000001476	5312 Cypress St Cypress, CA 90630 (714) 995-9100	striping	4.5 %

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty one percent (51%) of the Contract Price.

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

City of South El Monte

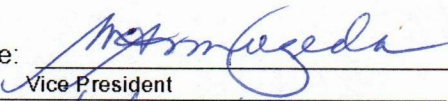
City Project No.: 296

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name CALPROMAX ENGINEERING, INC.

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts	1	3	8	10	5	9	36
Total dollar amount of contracts (in thousands of dollars)	325	8,842	8,575	6,399	1,409	6,859	32,409
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: 
 Title: Vice President
 Date: 03/13/2024

Signature: _____
 Title: _____
 Date: _____

City of South El Monte

City Project No.: 296

Bond No. n/a

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of South El Monte ("City"), has issued an invitation for Bids for the Work described as follows: Traffic Signal Improvements at Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road

WHEREAS CALPROMAX ENGINEERING, INC., 650 N. Rose Dr. #186, Placentia CA 92870
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____
United States Fire Insurance Company, 305 Madison Avenue, Morristown, NJ 07962
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____
Ten Percent of the Bid Amount

Dollars (\$ 10% of the Bid Amount), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

City of South El Monte

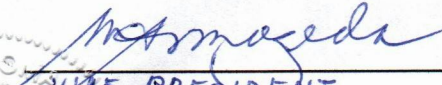
City Project No.: 296

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 1, 2024

"Principal"

CALPROMAX ENGINEERING, INC.

By: 

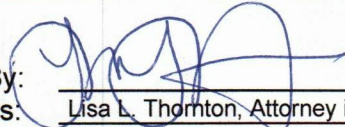
Its: VICE PRESIDENT

By: _____

Its: _____

"Surety"

United States Fire Insurance Company

By: 

Its: Lisa L. Thornton, Attorney in Fact

By: _____

Its: _____

Note: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

Civil Code § 1189

State of California)
) ss
County of Los Angeles)

Page 97 of 810

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01687

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

C. K. Nakamura, Noemi Quiroz, Maria Pena, Tim M. Tomko, Jessica Rosser, Natalie K. Trofimoff,
Lisa L. Thornton, Patricia S. Arana

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

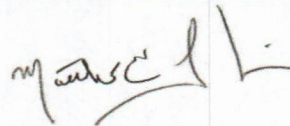
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

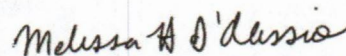


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

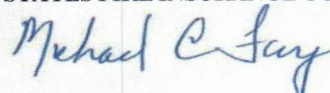


Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of March 2024

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



ACKNOWLEDGMENT

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

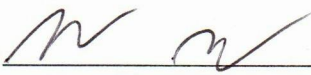
State of California
County of Orange

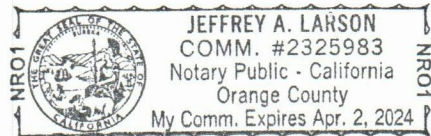
On March 13, 2024 before me, Jeffrey A. Larson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



City of South El Monte

City Project No.: 296

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

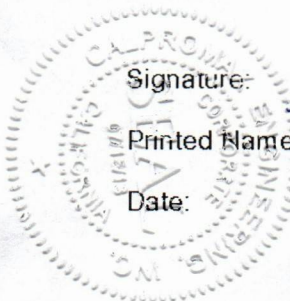
The undersigned declares:

I am the Vice President of Calpromax Engineering, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03/13/2024 [date], at Placentia [city], California [state].



Signature: _____

Printed Name: _____

Date: _____

MARIA ARMOGEDA

03/13/2024

Signature: _____

Printed Name: _____

Date: _____

This form must be notarized.



ACKNOWLEDGMENT

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

State of California
County of Orange

On March 13, 2024 before me, Jeffrey A. Larson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ATTACHMENT C

1. BID TABULATION

PROJECT NAME: Traffic Signal Improvements at Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road, HSIPL-5352(021), 296

BID TABULATION				Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		Apparent Low Bidder 5		Apparent Low Bidder 6		Bid Submitted by DBX, Inc. did not acknowledge addendum 2, therefore, DBX bid is deemed non- responsive by the City.
				Calpromax Engineering, Inc.		Elecnor Belco Electric, Inc.		Baker Electric \$ Renewables LLC		Crosstown Electrical & Data. Inc.		Comet Electric, Inc.		Servitek Electric, Inc.		
Bid Item and Description		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Mobilization	1	LS	\$20,000.00	\$20,000.00	\$23,458.00	\$23,458.00	\$33,000.00	\$33,000.00	\$25,000.00	\$25,000.00	\$48,194.00	\$48,194.00	\$13,000.00	\$13,000.00	
2	Traffic Control	1	LS	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$13,000.00	\$13,000.00	\$19,259.00	\$19,259.00	
3	Temporary Traffic and Electrical Systems	1	LS	\$7,200.00	\$7,200.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$19,000.00	\$19,000.00	\$11,143.00	\$11,143.00	
4	Signal Turn On	1	LS	\$1,800.00	\$1,800.00	\$6,500.00	\$6,500.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	
5	Furnish and Install 2070 ATC Controller w/ D4 software or City-Approved Equal in existing Type 332 Traffic -Signal Cabinet. Reprogram video detection zones per this signal plan. Rewire cabinet to allow for 3-section FYA PPLT operation for all left turn phases. However, the intersection shall be programmed to run a full-time protected left-turn only operation after signal turn-on. Furnish and install all appurtenances to provide a complete operation system as shown on plan.	1	EA	\$15,000.00	\$15,000.00	\$10,900.00	\$10,900.00	\$10,535.00	\$10,535.00	\$15,500.00	\$15,500.00	\$19,300.00	\$19,300.00	\$15,500.00	\$15,500.00	
6	Remove and Salvage Existing Traffic Signal Controller	1	EA	\$1,200.00	\$1,200.00	\$350.00	\$350.00	\$1,531.00	\$1,531.00	\$550.00	\$550.00	\$2,000.00	\$2,000.00	\$4,532.00	\$4,532.00	
7	Furnish and Install New Sign	2	EA	\$200.00	\$400.00	\$392.00	\$784.00	\$608.50	\$1,217.00	\$180.00	\$360.00	\$250.00	\$500.00	\$1,558.00	\$3,116.00	
8	Remove and salvage large pole and foundation (15 or larger) and equipment complete	2	EA	\$2,400.00	\$4,800.00	\$3,925.00	\$7,850.00	\$2,072.50	\$4,145.00	\$8,500.00	\$17,000.00	\$2,000.00	\$4,000.00	\$7,930.00	\$15,860.00	
9	Furnish and Install High Visibility Yellow Reflective Strip on Vehicle Signal Head Backplates	12	EA	\$300.00	\$3,600.00	\$475.00	\$5,700.00	\$418.83	\$5,026.00	\$100.00	\$1,200.00	\$70.00	\$840.00	\$641.00	\$7,692.00	
10	Furnish and Install 2'x13' white ladder xwalk	550	SF	\$5.00	\$2,750.00	\$5.00	\$2,750.00	\$4.89	\$2,688.00	\$5.00	\$2,750.00	\$7.00	\$3,850.00	\$6.00	\$3,300.00	
11	Furnish and Install 2'x10' white ladder xwalk	320	SF	\$5.00	\$1,600.00	\$5.00	\$1,600.00	\$4.89	\$1,564.00	\$5.00	\$1,600.00	\$5.00	\$1,600.00	\$6.00	\$1,920.00	
12	Furnish and Install 12" white limit line	150	LF	\$6.00	\$900.00	\$5.00	\$750.00	\$4.89	\$733.00	\$5.00	\$750.00	\$6.00	\$900.00	\$6.00	\$900.00	
13	Furnish and Install Type IV (L) arrow per Caltrans Standard Plan A24A	5	EA	\$200.00	\$1,000.00	\$188.00	\$940.00	\$189.80	\$949.00	\$185.00	\$925.00	\$230.00	\$1,150.00	\$130.00	\$650.00	
14	Furnish and Install Type VII (L) arrow per Caltrans Standard Plan A24A	1	EA	\$250.00	\$250.00	\$239.00	\$239.00	\$242.00	\$242.00	\$235.00	\$235.00	\$400.00	\$400.00	\$195.00	\$195.00	
15	Furnish and Install Battery Backup System	1	EA	\$10,200.00	\$10,200.00	\$11,233.00	\$11,233.00	\$10,606.00	\$10,606.00	\$13,500.00	\$13,500.00	\$12,411.00	\$12,411.00	\$11,399.00	\$11,399.00	
16	Furnish and Install 6" solid white, 50' long lane line	4	EA	\$120.00	\$480.00	\$114.00	\$456.00	\$115.00	\$460.00	\$110.00	\$440.00	\$130.00	\$520.00	\$4.00	\$16.00	
17	Furnish and Install Traffic stripe detail 38 per Caltrans Standard Plan A20D	300	LF	\$3.00	\$900.00	\$3.00	\$900.00	\$2.88	\$864.00	\$3.00	\$900.00	\$3.00	\$900.00	\$5.00	\$1,500.00	
18	Furnish and Install Traffic stripe detail 12 per Caltrans Standard Plan A20A	450	LF	\$2.50	\$1,125.00	\$2.20	\$990.00	\$2.16	\$972.00	\$2.00	\$900.00	\$2.30	\$1,035.00	\$3.00	\$1,350.00	
19	Furnish and Install Traffic stripe detail 22 per Caltrans Standard Plan A20A	400	LF	\$3.00	\$1,200.00	\$3.00	\$1,200.00	\$2.88	\$1,152.00	\$3.00	\$1,200.00	\$3.60	\$1,440.00	\$5.00	\$2,000.00	
20	Furnish and Install Pavement marking "KEEP" per Caltrans Standard Plan A24E	2	EA	\$360.00	\$720.00	\$342.00	\$684.00	\$345.00	\$690.00	\$330.00	\$660.00	\$430.00	\$860.00	\$260.00	\$520.00	
21	Furnish and Install Pavement marking "CLEAR" per Caltrans Standard Plan A24E	2	EA	\$450.00	\$900.00	\$427.00	\$854.00	\$431.00	\$862.00	\$415.00	\$830.00	\$520.00	\$1,040.00	\$364.00	\$728.00	
22	Remove conflicting striping	1	LS	\$5,300.00	\$5,300.00	\$5,037.00	\$5,037.00	\$5,090.00	\$5,090.00	\$4,875.00	\$4,875.00	\$900.00	\$900.00	\$5,772.00	\$5,772.00	
23	Furnish and Install PPB Post and foundation complete	2	EA	\$1,900.00	\$3,800.00	\$2,652.00	\$5,304.00	\$1,927.50	\$3,855.00	\$1,850.00	\$3,700.00	\$4,000.00	\$8,000.00	\$8,638.00	\$17,276.00	
24	Furnish and Install or 26 pole and foundation complete	2	EA	\$42,000.00	\$84,000.00	\$26,058.00	\$52,116.00	\$24,914.00	\$49,828.00	\$27,875.00	\$55,750.00	\$19,000.00	\$38,000.00	\$35,967.00	\$71,934.00	
25	Furnish and Install Mast arm (30'-40') complete	1	EA	\$12,000.00	\$12,000.00	\$6,245.00	\$6,245.00	\$5,198.00	\$5,198.00	\$6,250.00	\$6,250.00	\$4,500.00	\$4,500.00	\$4,107.00	\$4,107.00	
26	Furnish and Install Mast arm (45'-55') complete	1	EA	\$13,000.00	\$13,000.00	\$7,139.00	\$7,139.00	\$6,054.00	\$6,054.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$4,107.00	\$4,107.00	
27	Furnish and Install Luminaire complete	2	EA	\$5,000.00	\$10,000.00	\$1,368.00	\$2,736.00	\$1,201.50	\$2,403.00	\$1,175.00	\$2,350.00	\$200.00	\$400.00	\$1,700.00	\$3,400.00	
28	Furnish and Install 3-12" Vehicle Head (MAS) complete	4	EA	\$1,900.00	\$7,600.00	\$1,190.00	\$4,760.00	\$992.25	\$3,969.00	\$850.00	\$3,400.00	\$1,100.00	\$4,400.00	\$1,296.00	\$5,184.00	
29	Furnish and Install 3-12" Vehicle Head (SV-1-T) complete	3	EA	\$2,300.00	\$6,900.00	\$1,600.00	\$4,800.00	\$1,384.00	\$4,152.00	\$950.00	\$2,850.00	\$1,200.00	\$3,600.00	\$1,734.00	\$5,202.00	
30	Furnish and Install 3-12" Vehicle Head (SV-2-TA) complete	1	EA	\$3,400.00	\$3,400.00	\$2,715.00	\$2,715.00	\$2,452.00	\$2,452.00	\$1,900.00	\$1,900.00	\$2,300.00	\$2,300.00	\$2,926.00	\$2,926.00	
31	Furnish and Install Countdown Pedestrian Head (SP-1-T) complete	6	EA	\$800.00	\$4,800.00	\$1,022.00	\$6,132.00	\$1,051.17	\$6,307.02	\$750.00	\$4,500.00	\$1,000.00	\$6,000.00	\$1,442.00	\$8,652.00	
32	Furnish and Install Audible Push Button complete	6	EA	\$1,000.00	\$6,000.00	\$1,837.00	\$11,022.00	\$1,369.50	\$8,217.00	\$2,100.00	\$12,600.00	\$1,100.00	\$6,600.00	\$1,661.00	\$9,966.00	
33	Remove and salvage existing PPB	4	EA	\$500.00	\$2,000.00	\$100.00	\$400.00	\$171.50	\$686.00	\$75.00	\$300.00	\$100.00	\$400.00	\$567.00	\$2,268.00	
34	Cover holes in pole left from removal of existing PPB	4	EA	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$106.50	\$426.00	\$50.00	\$200.00	\$75.00	\$300.00	\$850.00	\$3,400.00	
35	Furnish and Install ISNS	2	EA	\$4,000.00	\$8,000.00	\$678.00	\$1,356.00	\$3,968.50	\$7,937.00	\$4,750.00	\$9,500.00	\$2,000.00	\$4,000.00	\$1,275.00	\$2,550.00	
36	Furnish and Install 2" Conduit	80	LF	\$85.00	\$6,800.00	\$176.00	\$14,080.00	\$207.24	\$16,579.20	\$185.00	\$14,800.00	\$110.00	\$8,800.00	\$39.00	\$3,120.00	

1. BID TABULATION																	
PROJECT NAME: Traffic Signal Improvements at Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road, HSIPL-5352(021), 296																	
BID TABULATION				Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		Apparent Low Bidder 5		Apparent Low Bidder 6		Bid Submitted by DBX, Inc. did not acknowledge addendum 2, therefore, DBX bid is deemed non- responsive by the City.	
Calpromax Engineering, Inc.			Elecnor Belco Electric, Inc.		Baker Electric \$ Renewables LLC		Crosstown Electrical & Data. Inc.		Comet Electric, Inc.		Servitek Electric, Inc.						
Unit Price				Total Price		Unit Price		Total Price		Unit Price		Total Price		Unit Price		Total Price	
Bid Item and Description				Qty	Unit	Unit Price		Total Price		Unit Price		Total Price		Unit Price		Total Price	
37	Furnish and Install 3" Conduit			300	LF	\$120.00	\$36,000.00	\$145.00	\$43,500.00	\$200.40	\$60,120.00	\$210.00	\$63,000.00	\$105.00	\$31,500.00	\$39.00	\$11,700.00
38	Furnish and Install 1-DLC			130	LF	\$6.00	\$780.00	\$3.00	\$390.00	\$4.15	\$539.50	\$2.00	\$260.00	\$1.30	\$169.00	\$19.00	\$2,470.00
39	Furnish and Install Various Size Signal Wire (6 phases)			1	EA	\$36,000.00	\$36,000.00	\$23,068.00	\$23,068.00	\$13,143.00	\$13,143.00	\$17,500.00	\$17,500.00	\$27,400.00	\$27,400.00	\$21,062.00	\$21,062.00
40	Furnish and Install #6 pull box complete			6	EA	\$500.00	\$3,000.00	\$1,354.00	\$8,124.00	\$1,961.67	\$11,770.02	\$2,500.00	\$15,000.00	\$3,100.00	\$18,600.00	\$3,257.00	\$19,542.00
41	Remove and salvage pull box			6	EA	\$180.00	\$1,080.00	\$300.00	\$1,800.00	\$457.67	\$2,746.02	\$500.00	\$3,000.00	\$730.00	\$4,380.00	\$1,133.00	\$6,798.00
42	Remove and salvage existing vehicle head			3	EA	\$120.00	\$360.00	\$150.00	\$450.00	\$228.67	\$686.01	\$150.00	\$450.00	\$400.00	\$1,200.00	\$567.00	\$1,701.00
43	Remove and salvage existing pedestrian head			4	EA	\$120.00	\$480.00	\$1,150.00	\$4,600.00	\$171.50	\$686.00	\$75.00	\$300.00	\$325.00	\$1,300.00	\$567.00	\$2,268.00
44	Remove and salvage existing sign post			1	EA	\$45.00	\$45.00	\$300.00	\$300.00	\$229.00	\$229.00	\$40.00	\$40.00	\$1,000.00	\$1,000.00	\$567.00	\$567.00
45	Relocate existing video detection camera			2	EA	\$1,500.00	\$3,000.00	\$1,608.00	\$3,216.00	\$2,339.50	\$4,679.00	\$1,600.00	\$3,200.00	\$800.00	\$1,600.00	\$1,133.00	\$2,266.00
46	Relocate existing signs			3	EA	\$110.00	\$330.00	\$82.00	\$246.00	\$1,192.00	\$3,576.00	\$100.00	\$300.00	\$670.00	\$2,010.00	\$567.00	\$1,701.00
47	New Ramp Complete			3	EA	\$12,000.00	\$36,000.00	\$15,760.00	\$47,280.00	\$18,400.00	\$55,200.00	\$16,235.00	\$48,705.00	\$22,000.00	\$66,000.00	\$18,005.00	\$54,015.00
48	Remove ramp			3	EA	\$900.00	\$2,700.00	\$5,575.00	\$16,725.00	\$5,290.00	\$15,870.00	\$6,390.00	\$19,170.00	\$12,500.00	\$37,500.00	\$6,370.00	\$19,110.00
49	Install conduit into existing pull box			3	EA	\$600.00	\$1,800.00	\$1,276.00	\$3,828.00	\$473.67	\$1,421.01	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$227.00	\$681.00
50	Traffic stripe detail 21 per Caltrans Standard Plan A20A			160	LF	\$3.00	\$480.00	\$4.60	\$736.00	\$4.64	\$742.40	\$3.00	\$480.00	\$3.50	\$560.00	\$5.00	\$800.00
51	Remove existing delineator			25	EA	\$34.00	\$850.00	\$40.00	\$1,000.00	\$32.21	\$805.25	\$31.00	\$775.00	\$42.00	\$1,050.00	\$13.00	\$325.00
52	Furnish and Install Yellow, Type G, Class 1 Flexible Delineator or City Approved Equal			27	EA	\$300.00	\$8,100.00	\$71.00	\$1,917.00	\$71.30	\$1,925.10	\$68.00	\$1,836.00	\$80.00	\$2,160.00	\$111.00	\$2,997.00
53	Furnish and Install 3-12" Vehicle Head			12	EA	\$1,200.00	\$14,400.00	\$1,095.00	\$13,140.00	\$844.42	\$10,133.04	\$865.00	\$10,380.00	\$1,000.00	\$12,000.00	\$1,194.00	\$14,328.00
54	Furnish and Install SV-1-T traffic signal mounting bracket.			4	EA	\$450.00	\$1,800.00	\$826.00	\$3,304.00	\$643.75	\$2,575.00	\$375.00	\$1,500.00	\$770.00	\$3,080.00	\$907.00	\$3,628.00
55	Furnish and Install TV-1-T traffic signal mounting bracket.			4	EA	\$450.00	\$1,800.00	\$843.00	\$3,372.00	\$659.00	\$2,636.00	\$425.00	\$1,700.00	\$800.00	\$3,200.00	\$924.00	\$3,696.00
56	Furnish and Install MAS traffic signal mounting bracket.			4	EA	\$220.00	\$880.00	\$602.00	\$2,408.00	\$428.00	\$1,712.00	\$150.00	\$600.00	\$425.00	\$1,700.00	\$666.00	\$2,664.00
57	Furnish and Install High Visibility Yellow Reflective Strip on Vehicle Signal Head Backplates			12	EA	\$450.00	\$5,400.00	\$475.00	\$5,700.00	\$416.34	\$4,996.08	\$75.00	\$900.00	\$135.00	\$1,620.00	\$638.00	\$7,656.00
58	Remove And Salvage Existing 3-8" Traffic Signal Head			3	EA	\$120.00	\$360.00	\$150.00	\$450.00	\$228.67	\$686.01	\$150.00	\$450.00	\$415.00	\$1,245.00	\$567.00	\$1,701.00
59	Remove And Salvage Existing 3-12" Traffic Signal Head			9	EA	\$120.00	\$1,080.00	\$150.00	\$1,350.00	\$178.00	\$1,602.00	\$250.00	\$2,250.00	\$210.00	\$1,890.00	\$567.00	\$5,103.00
60	Furnish and Install Countdown Pedestrian Signal Head			8	EA	\$650.00	\$5,200.00	\$1,033.00	\$8,264.00	\$783.00	\$6,264.00	\$750.00	\$6,000.00	\$865.00	\$6,920.00	\$1,128.00	\$9,024.00
61	Furnish and install SP-1-T pedestrian signal mounting bracket.			8	EA	\$420.00	\$3,360.00	\$803.00	\$6,424.00	\$562.50	\$4,500.00	\$325.00	\$2,600.00	\$620.00	\$4,960.00	\$881.00	\$7,048.00
62	Remove And Salvage Existing Pedestrian Signal Head And Mounting Bracket.			8	EA	\$120.00	\$960.00	\$150.00	\$1,200.00	\$200.25	\$1,602.00	\$100.00	\$800.00	\$220.00	\$1,760.00	\$567.00	\$4,536.00
63	Furnish and install APS PPB city approved equal. Reuse existing wires			8	EA	\$1,200.00	\$9,600.00	\$1,838.00	\$14,704.00	\$1,369.38	\$10,955.04	\$2,100.00	\$16,800.00	\$950.00	\$7,600.00	\$1,661.00	\$13,288.00
64	Remove and salvage existing PPB. Patch holes PPB is relocated to different location on pole.			8	EA	\$240.00	\$1,920.00	\$250.00	\$2,000.00	\$200.25	\$1,602.00	\$125.00	\$1,000.00	\$300.00	\$2,400.00	\$567.00	\$4,536.00
BID RANKING							Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		Apparent Low Bidder 4		Apparent Low Bidder 5		Apparent Low Bidder 6
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES							\$437,390.00		\$453,476.00		\$455,790.70		\$457,771.00		\$481,944.00		\$496,155.00
TOTAL BASE BID AMOUNT INDICATED BY BIDDER							\$437,390.00		\$453,476.00		\$455,785.00		\$458,971.00		\$481,944.00		\$496,155.00
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT							\$0.00		\$0.00		\$5.70		-\$1,200.00		\$0.00		\$0.00
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS																	
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID						4.50%		17.90%		19.69%		17.45%		22.00%		16.34%	
SUBCONTRACTORS						Superior Pavement	4.50%	Superior Pavement	4.40%	Excel	10.92%	Cat Tracking, Inc.	4.10%	Hercon Construction	18.00%	PCI	3.94%
								EBS General Engineering, Inc.	13.50%	Superior Pavement	4.39%	EBS General Engineering	13.35%	Superior Pavement	4.00%	EBS General Engineering	12.40%
										Bei Civil Works, Inc.	2.19%						
										California Boring	2.19%						
						TOTAL	4.50%	TOTAL	17.90%	TOTAL	19.69%	TOTAL	17.45%	TOTAL	22.00%	TOTAL	16.34%

1. BID TABULATION							
PROJECT NAME: Traffic Signal Improvements at Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road, HSIPL-5352(021), 296							
BID TABULATION				AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE
Bid Item and Description			Qty	Unit	Unit Price	Total Price	
1	Mobilization		1	LS	\$27,108.67	\$27,108.67	\$13,000.00
2	Traffic Control		1	LS	\$12,626.50	\$12,626.50	\$7,500.00
3	Temporary Traffic and Electrical Systems		1	LS	\$12,140.50	\$12,140.50	\$7,200.00
4	Signal Turn On		1	LS	\$5,883.33	\$5,883.33	\$1,800.00
5	Furnish and Install 2070 ATC Controller w/ D4 software or City-Approved Equal in existing Type 332 Traffic -Signal Cabinet. Reprogram video detection zones per this signal plan. Rewire cabinet to allow for 3-section FYA PPLT operation for all left turn phases. However, the intersection shall be programmed to run a full-time protected left-turn only operation after signal turn-on. Furnish and install all appurtenances to provide a complete operation system as shown on plan.		1	EA	\$14,455.83	\$14,455.83	\$10,535.00
6	Remove and Salvage Existing Traffic Signal Controller		1	EA	\$1,693.83	\$1,693.83	\$350.00
7	Furnish and Install New Sign		2	EA	\$531.42	\$1,062.83	\$180.00
8	Remove and salvage large pole and foundation (15 or larger) and equipment complete		2	EA	\$4,471.25	\$8,942.50	\$2,000.00
9	Furnish and Install High Visibility Yellow Reflective Strip on Vehicle Signal Head Backplates		12	EA	\$334.14	\$4,009.67	\$70.00
10	Furnish and Install 2'x13' white ladder xwalk		550	SF	\$5.48	\$3,014.67	\$4.89
11	Furnish and Install 2'x10' white ladder xwalk		320	SF	\$5.15	\$1,647.33	\$4.89
12	Furnish and Install 12" white limit line		150	LF	\$5.48	\$822.17	\$4.89
13	Furnish and Install Type IV (L) arrow per Caltrans Standard Plan A24A		5	EA	\$187.13	\$935.67	\$130.00
14	Furnish and Install Type VII (L) arrow per Caltrans Standard Plan A24A		1	EA	\$260.17	\$260.17	\$195.00
15	Furnish and Install Battery Backup System		1	EA	\$11,558.17	\$11,558.17	\$10,200.00
16	Furnish and Install 6" solid white, 50' long lane line		4	EA	\$98.83	\$395.33	\$4.00
17	Furnish and Install Traffic stripe detail 38 per Caltrans Standard Plan A20D		300	LF	\$3.31	\$994.00	\$2.88
18	Furnish and Install Traffic stripe detail 12 per Caltrans Standard Plan A20A		450	LF	\$2.36	\$1,062.00	\$2.00
19	Furnish and Install Traffic stripe detail 22 per Caltrans Standard Plan A20A		400	LF	\$3.41	\$1,365.33	\$2.88
20	Furnish and Install Pavement marking "KEEP" per Caltrans Standard Plan A24E		2	EA	\$344.50	\$689.00	\$260.00
21	Furnish and Install Pavement marking "CLEAR" per Caltrans Standard Plan A24E		2	EA	\$434.50	\$869.00	\$364.00
22	Remove conflicting striping		1	LS	\$4,495.67	\$4,495.67	\$900.00
23	Furnish and Install PPB Post and foundation complete		2	EA	\$3,494.58	\$6,989.17	\$1,850.00
24	Furnish and Install or 26 pole and foundation complete		2	EA	\$29,302.33	\$58,604.67	\$19,000.00
25	Furnish and Install Mast arm (30'-40') complete		1	EA	\$6,383.33	\$6,383.33	\$4,107.00
26	Furnish and Install Mast arm (45'-55') complete		1	EA	\$7,216.67	\$7,216.67	\$4,107.00
27	Furnish and Install Luminaire complete		2	EA	\$1,774.08	\$3,548.17	\$200.00
28	Furnish and Install 3-12" Vehicle Head (MAS) complete		4	EA	\$1,221.38	\$4,885.50	\$850.00
29	Furnish and Install 3-12" Vehicle Head (SV-1-T) complete		3	EA	\$1,528.00	\$4,584.00	\$950.00
30	Furnish and Install 3-12" Vehicle Head (SV-2-TA) complete		1	EA	\$2,615.50	\$2,615.50	\$1,900.00
31	Furnish and Install Countdown Pedestrian Head (SP-1-T) complete		6	EA	\$1,010.86	\$6,065.17	\$750.00
32	Furnish and Install Audible Push Button complete		6	EA	\$1,511.25	\$9,067.50	\$1,000.00
33	Remove and salvage existing PPB		4	EA	\$252.25	\$1,009.00	\$75.00
34	Cover holes in pole left from removal of existing PPB		4	EA	\$305.25	\$1,221.00	\$50.00
35	Furnish and Install ISNS		2	EA	\$2,778.58	\$5,557.17	\$678.00
36	Furnish and Install 2" Conduit		80	LF	\$133.71	\$10,696.53	\$39.00

1. BID TABULATION							
PROJECT NAME: Traffic Signal Improvements at Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road, HSIPL-5352(021), 296							
BID TABULATION				AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE
Bid Item and Description			Qty	Unit	Unit Price		
37	Furnish and Install 3" Conduit	300	LF	\$136.57	\$40,970.00	\$39.00	\$210.00
38	Furnish and Install 1-DLC	130	LF	\$5.91	\$768.08	\$1.30	\$19.00
39	Furnish and Install Various Size Signal Wire (6 phases)	1	EA	\$23,028.83	\$23,028.83	\$13,143.00	\$36,000.00
40	Furnish and Install #6 pull box complete	6	EA	\$2,112.11	\$12,672.67	\$500.00	\$3,257.00
41	Remove and salvage pull box	6	EA	\$550.11	\$3,300.67	\$180.00	\$1,133.00
42	Remove and salvage existing vehicle head	3	EA	\$269.28	\$807.84	\$120.00	\$567.00
43	Remove and salvage existing pedestrian head	4	EA	\$401.42	\$1,605.67	\$75.00	\$1,150.00
44	Remove and salvage existing sign post	1	EA	\$363.50	\$363.50	\$40.00	\$1,000.00
45	Relocate existing video detection camera	2	EA	\$1,496.75	\$2,993.50	\$800.00	\$2,339.50
46	Relocate existing signs	3	EA	\$453.50	\$1,360.50	\$82.00	\$1,192.00
47	New Ramp Complete	3	EA	\$17,066.67	\$51,200.00	\$12,000.00	\$22,000.00
48	Remove ramp	3	EA	\$6,170.83	\$18,512.50	\$900.00	\$12,500.00
49	Install conduit into existing pull box	3	EA	\$762.78	\$2,288.34	\$227.00	\$1,500.00
50	Traffic stripe detail 21 per Caltrans Standard Plan A20A	160	LF	\$3.96	\$633.07	\$3.00	\$5.00
51	Remove existing delineator	25	EA	\$32.04	\$800.88	\$13.00	\$42.00
52	Furnish and Install Yellow, Type G, Class 1 Flexible Delineator or City-Approved Equal	27	EA	\$116.88	\$3,155.85	\$68.00	\$300.00
53	Furnish and Install 3-12" Vehicle Head	12	EA	\$1,033.07	\$12,396.84	\$844.42	\$1,200.00
54	Furnish and Install SV-1-T traffic signal mounting bracket.	4	EA	\$661.96	\$2,647.83	\$375.00	\$907.00
55	Furnish and Install TV-1-T traffic signal mounting bracket.	4	EA	\$683.50	\$2,734.00	\$425.00	\$924.00
56	Furnish and Install MAS traffic signal mounting bracket.	4	EA	\$415.17	\$1,660.67	\$150.00	\$666.00
57	Furnish and Install High Visibility Yellow Reflective Strip on Vehicle Signal Head Backplates	12	EA	\$364.89	\$4,378.68	\$75.00	\$638.00
58	Remove And Salvage Existing 3-8" Traffic Signal Head	3	EA	\$271.78	\$815.34	\$120.00	\$567.00
59	Remove And Salvage Existing 3-12" Traffic Signal Head	9	EA	\$245.83	\$2,212.50	\$120.00	\$567.00
60	Furnish and Install Countdown Pedestrian Signal Head	8	EA	\$868.17	\$6,945.33	\$650.00	\$1,128.00
61	Furnish and install SP-1-T pedestrian signal mounting bracket.	8	EA	\$601.92	\$4,815.33	\$325.00	\$881.00
62	Remove And Salvage Existing Pedestrian Signal Head And Mounting Bracket.	8	EA	\$226.21	\$1,809.67	\$100.00	\$567.00
63	Furnish and install APS PPB city approved equal. Reuse existing wires	8	EA	\$1,519.73	\$12,157.84	\$950.00	\$2,100.00
64	Remove and salvage existing PPB. Patch holes PPB is relocated to different location on pole.	8	EA	\$280.38	\$2,243.00	\$125.00	\$567.00
BID RANKING							
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES							
TOTAL BASE BID AMOUNT INDICATED BY BIDDER							
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT							
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS							
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID							
SUBCONTRACTORS							

2. REVIEW OF APPARENT LOW BID					
APPARENT LOW BID SUBMITTED BY:		Calpromax Engineering, Inc.		APPARENT LOW BID AMOUNT:	\$437,390.00
ITEM REVIEWED/CHECKED		REVIEW RESULT	BY	DATE	REMARKS
BID STAMPED AS RECEIVED PRIOR BID TIME:		YES	CITY CLERK	3/13/24	
BID BOND IN PROPER AMOUNT:		YES	OD	3/14/24	
ADDENDA ACKNOWLEDGEMENT:		YES	OD	3/14/24	
ANY APPARENT DISCREPANCY IN THE SUBMITTAL:		NO	OD	3/14/24	There is no discrepancy on Calpromax Bid. Bid submitted by DBX only acknowledged one addendum (Addendum 1). DBX did not acknowledge Addendum 2. Therefore, DBX, is not included on this bid analysis.
TOTAL BID PRICES CALCULATED CORRECTLY:		YES	OD	3/14/24	
SUBCONTRACTOR AMOUNT:		4.50%	OD	3/14/24	
MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS:		50.00%	OD	3/14/24	
PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR MORE THAN ABOVE %):		95.50%	OD	3/14/24	
BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT:		YES	OD	3/14/24	
MAX ALLOWABLE SUBCONTRACTOR PERCENT PER SPECIFICATIONS:		50.00%	OD	3/14/24	
SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR LESS THAN ABOVE %):		4.50%	OD	3/14/24	
BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT:		YES	OD	3/14/24	
PRIME CONTRACTOR LICENSE STATUS:	Calpromax Engineering, Inc.	995933	OD	3/14/24	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
PRIME CONTRACTOR DIR REGISTRATION STATUS:	Calpromax Engineering, Inc.	1000028249	OD	3/14/24	Print-out from DIR Web Page attached (https://cadir.my.salesforce-sites.com/ContractorSearch?)
SUB CONTRACTOR LICENSE STATUS:	Superior Pavement Markings	776306	OD	3/14/24	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)
SUB CONTRACTOR DIR REGISTRATION STATUS:	Superior Pavement Markings	1000001476	OD	3/14/24	Print-out from DIR Web Page attached (https://cadir.my.salesforce-sites.com/ContractorSearch?)
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Calpromax Engineering, Inc.	NOT ON STATE DEBARRED LIST	OD	3/14/24	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Calpromax Engineering, Inc.	NOT ON FEDERAL DEBARRED LIST	OD	3/14/24	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Superior Pavement Markings	NOT ON STATE DEBARRED LIST	OD	3/14/24	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)
SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Superior Pavement Markings	NOT ON FEDERAL DEBARRED LIST	OD	3/14/24	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)
REFERENCE CHECK ACCEPTABLE:					See Reference Check



▼ Contractor's License Detail for License # 995933

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/19/2024 8:07:42 PM

Business Information

CALPROMAX ENGINEERING INC
650 N ROSE DR 186
PLACENTIA, CA 92870
Business Phone Number:(714) 573-4599

Entity Corporation
Issue Date 08/20/2014
Expire Date **08/31/2024**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [B - GENERAL BUILDING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [HUDSON INSURANCE COMPANY](#).

Bond Number: 30124633

Bond Amount: \$25,000

Effective Date: 07/29/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual NIZAR KABBANY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/13/2019

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [ZURICH AMERICAN INSURANCE COMPANY](#)

Policy Number: WC698639200

Effective Date: 12/16/2023

Expire Date: 12/16/2024

[Workers' Compensation History](#)

► Personnel listed on this license (current or disassociated) are listed on other licenses.

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Contractor Information

Legal Entity Name

CALPROMAX ENGINEERING, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000028249

Registration effective date

7/1/2023

Registration expiration date

6/30/2026

Mailing Address

650 N. ROSE DRIVE,#186 PLACENTIA 92870 CA U...

Physical Address

700 S. Van Buren St., Suite C PLACENTIA 92870 CA...

Email Address
Trade Name/DBA
License Number(s)

CSLB:995933

CSLB:995933

Registration History

Effective Date	Expiration Date
6/8/2018	6/30/2019
6/1/2017	6/30/2018
6/29/2016	6/30/2017
8/18/2015	6/30/2016
7/1/2019	6/30/2020
7/8/2020	6/30/2023
7/1/2023	6/30/2026

Legal Entity Information

Agent of Service Name:

CALIFORNIA CORPORATE AGENTS, INC., INC.

Agent of Service Mailing Address:

2108 N ST STE C SACRAMENTO 95816 CA United States of America

Corporation Number:
Federal Employment Identification Number:
President Name:

Nizar Kabbany

Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Workers Compensation

Do you lease employees No
through Professional
Employer Organization
(PEO)?:

Please provide your
current workers
compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:Calpromax Engineering Inc**Insurance Carrier:**
State Compensation Insurance Fund**Policy Number:**9310008**Inception date:**12/16/2022
Expiration Date:12/16/2023



▼ Contractor's License Detail for License # 776306

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/19/2024 8:08:31 PM

Business Information

SUPERIOR PAVEMENT MARKINGS INC
5312 CYPRESS ST
CYPRESS, CA 90630
Business Phone Number:(714) 995-9100

Entity Corporation
Issue Date 03/17/2000
Reissue Date 08/13/2007
Expire Date 08/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [C32 - PARKING AND HIGHWAY IMPROVEMENT](#)
- ▶ [C31 - CONSTRUCTION ZONE TRAFFIC CONTROL](#)
- ▶ [C-61 / D38 - SAND AND WATER BLASTING](#)
- ▶ [C-61 / D42 - NON-ELECTRICAL SIGN INSTALLATION](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).
Bond Number: 100226797
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual DARREN BRIEN VELTZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 02/15/2024
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [REDWOOD FIRE AND CASUALTY INSURANCE CO](#)
Policy Number:SUWC457593
Effective Date: 06/01/2023
Expire Date: 06/01/2024
[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 08/13/2007 - LICENSE REISSUED TO ANOTHER ENTITY

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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Contractor Information

Registration History

Legal Entity Name

Superior Pavement Markings Inc

Legal Entity Type

Corporation

Status

Active

Registration Number

1000001476

Registration effective date

7/1/2023

Registration expiration date

6/30/2025

Mailing Address

5312 Cypress St Cypress 90630 CA United States...

Physical Address

5312 Cypress St Cypress 90630 CA United States...

Email Address**Trade Name/DBA****License Number(s)**

CSLB:776306

Effective Date

Expiration Date

6/18/2018

6/30/2019

6/23/2017

6/30/2018

6/7/2016

6/30/2017

6/22/2015

6/30/2016

9/24/2014

6/30/2015

7/1/2019

6/30/2022

7/1/2022

6/30/2023

7/1/2023

6/30/2025

Legal Entity Information

Corporation Number:**Federal Employment Identification Number:****President Name:**

John Lucas

Vice President Name:

Robert Garcia

Treasurer Name:**Secretary Name:**

Darren Veltz

CEO Name:

Darren Veltz

Agent of Service Name:

John Lucas

Agent of Service Mailing Address:

5312 Cypress St Cypress 90630 CA United States of America

Workers Compensation

Do you lease employees No
through Professional

**Employer Organization
(PEO)?:**

**Please provide your
current workers
compensation insurance
information below:**

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:Patriot Risk & Insurance Services**Insurance Carrier:**
Redwood Fire and Casualty Insurance Co**Policy Number:**SUWC457593**Inception date:**
6/1/2023**Expiration Date:**6/1/2024

DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\) !\[\]\(815df092dd722ee9268ef8e6d0193e3a_img.jpg\)](#)
- [The Federal debarment list at the Excluded Parties List System !\[\]\(c72edb9626cad660f3a9f5fb0f22a68c_img.jpg\)](#)

Name of contractor	Period of debarment
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	5/30/2023 through 5/30/2026 Decision SC 7278  The debarment order is currently stayed by order of the Kern County Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250 
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536-603 
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA,	9/27/2021 through 9/26/2022 Decision LB 6333 

CSLB License Number: 612429	
GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON	5/21/2021 through 5/20/2024 Decision LB 6629 
CSLB License Number: 291013 and 84801	
ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an individual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an individual and RMO of ECS CONTRACTORS, INC.	3/1/2020 through 3/1/2023 Decision LB 5590 
CSLB License Number: 975222	
Avi Shechter, Individually DBA Avi Shechter	5/6/2019 through 5/5/2022 Decision LB 6328 
CSLB Number: 908891 and 1018353	
Patrick Kim, Individually DBA Ritecon Plumbing	8/21/2018 through 8/20/2019 Decision LB 6762 
CSLB Number: 991018	
Bighorn Construction, Inc.	5/5/2018 through 5/4/2021 Decision LB 6658 
CSLB Number: 597866	

Doug Parks, Individually dba Doug Parks and Son Plumbing CSLB Number: 411825	10/11/2017 through 10/10/2019 Decision SC 5807 
Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction CSLB Number: 714836	6/15/2018 through 9/16/2019 Decision LB 5267 
RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc. CSLB Number: 892389	4/1/2017 through 8/18/2018 Decision LB 5266 
Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship CSLB Number: 899312 and 1013848	2/1/2017 through 1/31/2020 Decision 40-48480-516 

Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO CSLB Number: 849169	4/3/2018 through 10/3/2019 Decision SC 6390 
Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	3/1/2017 through 2/29/2020 Decision LB 6207 
Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	05/12/17 through 05/11/20 Decision SC 5517 
Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706 CSLB Number: 610549	10/31/16 through 10/30/19 Decision LB 6270 
Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812 2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	05/14/17 through 05/13/20 Decision SC 6037 

**Del Norte Construction, And Trinidad
Manuel Canales, an Individual**
PO Box 5101
Oxnard, CA 93030

6/01/16 through 5/31/17

[Decision LB 5533](#) 

5020 Wooley Rd.
Oxnard, CA 93030

CSLB Number: #945723

**Diversified Building & Electric Company,
Inc.**
409 Tennant Station
Morgan Hill, CA 95037

2/15/16 through 8/15/17

[Decision SC 5714](#) 

**Denis Andrew Maris, Individually and Doing
Business as Diversified Electric Company**

CSLB Number: #765312

Fast Demolition, Inc.
601-C East Palomar Street #123
Chula Vista, CA 91911
CSLB Number: #792729

4/1/44 through 3/31/47

[Decision LB5742](#) 

4/1/41 through 3/31/44

[Decision LB5665](#) 

**Rogelio Medina Vazquez., an individual and
in his capacity as Responsible Managing
Officer of FAST DEMOLITION, INC.**

4/1/36 through 3/31/39

[Decision LB5740](#) 

4/1/33 through 3/31/37

[Decision LB5651](#) 

4/1/33 through 3/31/37

[Decision LB5739](#) 

4/1/24 through 3/31/27

[Decision LB5741](#) 

4/1/30 through 3/31/33

[Decision LB5743](#) 

	4/1/27 through 3/31/30 Decision LB5666  4/1/21 through 3/31/24 Decision LB5667  4/1/18 through 3/31/21 Decision LB5668  4/01/15 through 3/31/18 Decision LB5345 
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18 Decision SC 5756 
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision LB 5655 & LBS659 
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision SC 5800 
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual	2/01/15 through 1/31/18 Decision LB 5596 
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406	2/01/15 through 1/31/18 Decision LB5 171 

CSLB #748591

Alon Gamliel, an individual

USA Wall Systems, Inc.

8309 Sunshine Lane

Riverside, CA 92508

CSLB #929610

4/01/15 through 3/31/18

[Decision LB 5323](#) 

Edward Eugene Brammer, an individual
and in his capacity as President/CEO/RMO

Daughter Construction

formerly dba Hy Carpentry Construction

15407 Thornlake Avenue

Norwalk, CA 90650

CSLB #979297

4/01/15 through 3/31/18

[Decision LB 5466, LB5467,](#)

[LB5468 & LB5520](#) 

Sharon Jin Yoo, an individual;
Dae Hyun Yoo, an individual
and in his capacity as manager/supervisor
for Sharon Jin Yoo and in his capacity as
General Partner for HY Construction, a
General Partnership.

RDA Construction, Inc.

1692 W. Bullard Ave.,

Fresno, CA 93711

CSLB# 383306

12/15/14 through 12/14/16

[Decision 40-40508-522 &](#)

[44-40509-522](#) 

Titan Electrical Construction, Inc.

Lucas Oliver Stickney, an individual

Jamie Noel Furr, an individual

630 Natoma Street

San Francisco, CA 94103

CSLB# 919516

11/3/14 through 11/2/17

[Decision SC 5539](#) 

Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	11/3/14 through 11/2/15 Decision SC 5518 
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision SC 5521 
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	8/1/14 through 7/31/17 Decision LB 4495 
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision LB 4511, LB4512 & LB4521 
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/13/17 Decision SAC 5492 
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F	8/4/14 through 8/3/17 Decision SAC 5506 

Ontario, CA 91761

CSLB #834335

**Miguel Contreras, an Individual and
Responsible Managing
Officer/CEO/President**

**Dora Maria Contreras, an Individual and
Agent/Officer of the Corporation**

**Tadros & Youssef Construction, Inc.
Kamel Shaker Tadros & Makram Youssef
Youssef, Individually
1221 E 8th Street, Unit A, Upland, CA 91786

CSLB# 698182 (expired)**

5/10/14 through 5/9/17

[Decision SAC 5308](#) 

**Serenity Fire Protection
417 S. Associated Road, Brea, CA 92821

CSLB# 902927**

5/1/14 through 4/30/17

[Decision LB 4202](#) 

**Don Kelly Construction , Inc.
Don Kelly, Individual and Lisa Kelly,
Individual
171 Northview Ridge Lane, P.O. Box 10760,
Bozeman, MT 59719**

3/25/14 through 3/24/17

[Decision LB 4484](#) 

**Aldan, Inc.
P.O. Box 9428, Brea, CA 92822

CSLB #949229**

2/28/14 through 2/27/17

[Decision LB5175](#) 

**Russell/Thompson, Inc.
James Jean Russell & Valery Alena
Thompson, Individually
4684 Oak Glen Dr., Redding, CA 96001**

10/31/13 through 10/31/16

[Decision SC 5309](#) 

CSLB# 915036 (revoked)

Ayodejia A. Ogundare, Individual
Db a Pacific Engineering Company
 6310 Stewart Way, Bakersfield, CA 93308
 CLSB#710322

5/15/2013 through
5/15/2014

[Decision SAC 1039](#) 

Wallcrete Industries, Inc.; Garit David
Wallace and Amber Anderson, Individuals
 400 Kansas, Redlands, CA 92373
 CSLB#834220

7/29/12 through 7/28/15

[Decision SAC 5175](#) 

FEI Enterprises, Inc
Gabriel Fedida, Individual
 5749 Venice Blvd., Los Angeles, CA 90019
 CSLB#659252

6/14/12 through 6/13/15

[Decision SC 5198](#) 

Jeffrey Alan Mott and Michelle Mott,
individuals
Dda Integrity Landscape
 3756 Independence Avenue
 Sanger, CA 93637
 CSLB#774222

3/29/12 through 3/28/15

[Decision SC 5160](#) 

Jensen Drywall & Stucco
Jeffrey E. Jensen
 3714 Lynda Place
 National City, CA 91950-8121
 CSB # 664168 Exp. 2/18/11 (expired)

3/31/11 through 3/30/13

[Decision SC 5095](#) 

All West Construction, Inc.
Donald Kent Russell
 495 N. Marks Ave.

3/31/11 through 3/30/13

[Decision se 5013](#) 

Fresno, CA 93706
CSB # 592321 Exp. 4/3/12 (suspended)

Country Builders, Inc.
Weldon Offill, individually
5915 Graham Ct.
Livermore, CA 94550
CSB # 699574 Exp. 11/30/12 (active)

3/1/11 through 2/28/14

[Decision SC 5053](#) 
[Addendum SC 5053](#) 

Sutter Foam & Coating, Inc.
909 A. George Washington
Yuba City, CA 95993
CSB # 732014 Exp. 1/31/09 (inactive)

7/1/10 through 6/30/13

[Decision SAC 5012](#) 

David Alvin Trexler, an individual
909 A. George Washington
Yuba City, CA 95993

Kenneth A. Trexler, an individual
2603 Lago Lane
Marysville, CA 95901

**Soo Dong Kim, an individual,
dba Soo Kim Electric Company**
16224 Ridgeview Lane
La Mirada, CA 90638
CSB # 568103 Exp. 8/1/09 (inactive)

4/19/10 through 4/18/13

[Decision SAC 1064](#) 

**Hyo Nam Jung, an individual,
dba Lucid Electric**
18621 Well Street
Rowland Heights, CA 91748
CSB # 914692 Exp. 4/3/10

**Southwest Grading,
dba Southwest Grading Services, Inc.,**
22031 Waite Street
Wildomar, CA 92595

3/18/10 through 3/17/13

[Decision SAC 1058](#) 

David Walter Cholewinski, an individual

22031 Waite Street

Wildomar, A 92595

29970 Technology Drive, Ste. 205

Murrieta, CA 92563

CSB #840416 Exp. 6/30/10

S.J. Cimino Electric, Inc., a California corporation,

3267 Dutton Ave.

Santa Rosa, CA 95404

Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino**Electric, an individual**

5825 Heights Rd.

Santa Rosa, CA 95401

CSB #343802 Exp. 2/28/10

CSB #294141 Exp. 9/30/13 (inactive)

10/15/09 through 10/14/12

[Decision SAC 1052](#) **Cedar Development Corporation****Serghon Gabriel Afram, individually**

12477 Feather Dr

Mira Loma, CA 91752

CSB # 839898 Exp. 6/30/10 (suspended)

8/5/09 through 8/4/12

[Decision SAC 1042](#) **All Floors Commercial and Residential Flooring, Inc.****Salvador Elias Perea, individually**

750 E. McGlincy Lane, #103

Campbell, CA 95008

CSB #430969 Exp. 7/31/09

5/14/09 through 5/13/12

[Decision SAC 1040](#) **1-AMD Construction, Inc.****Alberto Mordoki, individually****Mirella Mordoki, individually**

5300 Beach Blvd., Suite 110-416

3/16/09 through 3/15/12

[Decision SAC1037](#) 

Buena Park, CA 90621
CSB #787533, revoked

Updated: August 2023



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ATTACHMENT D

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

CALPROMAX ENGINEERING, INC.

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
CALPROMAX ENGINEERING, INC.**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 26th day of March 2024 by and between the **CITY OF SOUTH EL MONTE**, a municipal corporation (“City”) and **CALPROMAX ENGINEERING, INC.**, a California Corporation (“Contractor”). City and Contractor may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.

C. Pursuant to the South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this

Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Bid Documents.

The Scope of Work shall include the “General Provisions” and “Special Provisions” in the bid documents for the project entitled, including any documents or exhibits referenced therein (collectively, “bid documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all

actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided

either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense.

Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of

equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Thirty Seven Thousand Three Hundred Ninety Dollars and Zero Cents (\$437,390.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5,

and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in

the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor’s work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding March 26, 2025 from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Nizar Kabbany
(Name)

President
(Title)

Mario Armogeda
(Name)

Vice President
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Rene Salas or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge,

supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services

to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Work has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor

Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted

documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other

appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$250 (Two Hundred Fifty Dollars) as liquidated damages for each calendar day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be

such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Contractor’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

CALPROMAX ENGINEERING, Inc., a California corporation

By:_____
Name: Nizar Kabbany
Title: President

By:_____
Name: Mario Armogeda
Title: Secretary

Address: 700 S. Van Buren St., Ste C
Placentia, CA 92870

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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NUMBER OF PAGES

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ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF WORK

- I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the “General Provisions” and “Special Provisions” included in the bid documents for the project entitled Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Project in South El Monte, including any documents or exhibits referenced therein and attached hereto as Exhibit A-1**
- II. Brief description of the work to be performed:**

The work involves furnishing all labor, material, equipment, services, and incidentals required for traffic signal placement, including the installation of conduits, pull boxes, signal heads, sensor units, pedestrian push buttons, traffic signal poles, traffic striping, hauling and disposal, and traffic control at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd.
- III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
 - A. Project Baseline Schedule to be submitted at a date agreed to at the Project Kick-Off meeting.
 - B. Project Look ahead Schedule (3 weeks look ahead) Updates to be submitted at a date agreed to at the Project Kick-Off meeting.
 - C. Status reports upon request
- IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.**

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~striketrough~~ and added text in ***bold italics***.

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, and listed below:

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
Major Improvement Intersections					
1	Mobilization	1	LS	\$ 20,000	\$ 20,000
2	Traffic Control	1	LS	\$ 8,000	\$ 8,000
3	Temporary Traffic and Electrical Systems	1	LS	\$ 7,200	\$ 7,200
4	Signal Turn On	1	LS	\$ 1,800	\$ 1,800
5	Furnish and Install 2070 ATC Controller w/ D4 software or City-Approved Equal in existing Type 332 Traffic-Signal Cabinet. Reprogram video detection zones per this signal plan. Rewire cabinet to allow for 3-section FYA PPLT operation for all left turn phases. However, the intersection shall be programmed to run a full-time protected left-turn only operation after signal turn-on. Furnish and install all appurtenances to provide a complete operation system as shown on plan.	1	EA	\$ 15,000	\$ 15,000
6	Remove and Salvage Existing Traffic Signal Controller	1	EA	\$ 1,200	\$ 1,200
7	Furnish and Install New Sign	2	EA	\$ 200	\$ 400
8	Remove and salvage large pole and foundation (15 or larger) and equipment complete	2	EA	\$ 2,400	\$ 4,800
9	Furnish and Install High Visibility Yellow Reflective Strip on Vehicle Signal Head Backplates	12	EA	\$ 300	\$ 3,600
10	Furnish and Install 2'x13' white ladder xwalk	550	SF	\$ 5	\$ 2,750
11	Furnish and Install 2'x10' white ladder xwalk	320	SF	\$ 5	\$ 1,600
12	Furnish and Install 12" white limit line	150	LF	\$ 6	\$ 900

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
13	Furnish and Install Type IV (L) arrow per Caltrans Standard Plan A24A	5	EA	\$ 200	\$ 1,000
14	Furnish and Install Type VII (L) arrow per Caltrans Standard Plan A24A	1	EA	\$ 250	\$ 250
15	Furnish and Install Battery Backup System	1	EA	\$ 10,200	\$ 10,200
16	Furnish and Install 6" solid white, 50' long lane line	4	EA	\$ 120	\$ 480
17	Furnish and Install Traffic stripe detail 38 per Caltrans Standard Plan A20D	300	LF	\$ 3	\$ 900
18	Furnish and Install Traffic stripe detail 12 per Caltrans Standard Plan A20A	450	LF	\$ 2.5	\$ 1,125
19	Furnish and Install Traffic stripe detail 22 per Caltrans Standard Plan A20A	400	LF	\$ 3	\$ 1,200
20	Furnish and Install Pavement marking "KEEP" per Caltrans Standard Plan A24E	2	EA	\$ 360	\$ 720
21	Furnish and Install Pavement marking "CLEAR" per Caltrans Standard Plan A24E	2	EA	\$ 450	\$ 900
22	Remove conflicting striping	1	LS	\$ 5,300	\$ 5,300
23	Furnish and Install PPB Post and foundation complete	2	EA	\$ 1,900	\$ 3,800
24	Furnish and Install ^{Type} 26 pole and foundation complete	2	EA	\$ 42,000	\$ 84,000
25	Furnish and Install Mast arm (30'-40') complete	1	EA	\$ 12,000	\$ 12,000
26	Furnish and Install Mast arm (45'-55') complete	1	EA	\$ 13,000	\$ 13,000
27	Furnish and Install Luminaire complete	2	EA	\$ 5,000	\$ 10,000
28	Furnish and Install 3-12" Vehicle Head (MAS) complete	4	EA	\$ 1,900	\$ 7,600
29	Furnish and Install 3-12" Vehicle Head (SV-1-T) complete	3	EA	\$ 2,300	\$ 6,900
30	Furnish and Install 3-12" Vehicle Head (SV-2-TA) complete	1	EA	\$ 3,400	\$ 3,400
31	Furnish and Install Countdown Pedestrian Head (SP-1-T) complete	6	EA	\$ 800	\$ 4,800
32	Furnish and Install Audible Push Button complete	6	EA	\$ 1,000	\$ 6,000
33	Remove and salvage existing PPB	4	EA	\$ 500	\$ 2,000
34	Cover holes in pole left from removal of existing PPB	4	EA	\$ 500	\$ 2,000
35	Furnish and Install ISNS	2	EA	\$ 4,000	\$ 8,000
36	Furnish and Install 2" Conduit	80	LF	\$ 85	\$ 6,800
37	Furnish and Install 3" Conduit	300	LF	\$ 120	\$ 36,000

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
38	Furnish and Install 1-DLC	130	LF	\$ 6	\$ 780
39	Furnish and Install Various Size Signal Wire (6 phases)	1	EA	\$ 36,000	\$ 36,000
40	Furnish and Install #6 pull box complete	6	EA	\$ 500	\$ 3,000
41	Remove and salvage pull box	6	EA	\$ 180	\$ 1,080
42	Remove and salvage existing vehicle head	3	EA	\$ 120	\$ 360
43	Remove and salvage existing pedestrian head	4	EA	\$ 120	\$ 480
44	Remove and salvage existing sign post	1	EA	\$ 45	\$ 45
45	Relocate existing video detection camera	2	EA	\$ 1,500	\$ 3,000
46	Relocate existing signs	3	EA	\$ 110	\$ 330
47	New Ramp Complete	3	EA	\$ 12,000	\$ 36,000
48	Remove ramp	3	EA	\$ 900	\$ 2,700
49	Install conduit into existing pull box	3	EA	\$ 600	\$ 1,800
50	Traffic stripe detail 21 per Caltrans Standard Plan A20A	160	LF	\$ 3	\$ 480
51	Remove existing delineator	25	EA	\$ 34	\$ 850
52	Furnish and Install Yellow, Type G, Class 1 Flexible Delineator or City-Approved Equal	27	EA	\$ 75 300 Nk	\$ 2,025 8,100 Nk
Minor Improvements Intersections					
53	Furnish and Install 3-12" Vehicle Head	12	EA	\$ 1,200	\$ 14,400
54	Furnish and Install SV-1-T traffic signal mounting bracket.	4	EA	\$ 450	\$ 1,800
55	Furnish and Install TV-1-T traffic signal mounting bracket.	4	EA	\$ 450	\$ 1,800
56	Furnish and Install MAS traffic signal mounting bracket.	4	EA	\$ 220	\$ 880
57	Furnish and Install High Visibility Yellow Reflective Strip on Vehicle Signal Head Backplates	12	EA	\$ 450	\$ 5,400
58	Remove And Salvage Existing 3-8" Traffic Signal Head	3	EA	\$ 120	\$ 360
59	Remove And Salvage Existing 3-12" Traffic Signal Head	9	EA	\$ 120	\$ 1,080
60	Furnish and Install Countdown Pedestrian Signal Head	8	EA	\$ 650	\$ 5,200
61	Furnish and install SP-1-T pedestrian signal mounting bracket.	8	EA	\$ 420	\$ 3,360
62	Remove And Salvage Existing Pedestrian Signal Head And Mounting Bracket.	8	EA	\$ 120	\$ 960

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
63	Furnish and install APS PPB city approved equal. Reuse existing wires	8	EA	\$ 1,200	\$ 9,600
64	Remove and salvage existing PPB. Patch holes PPB is relocated to different location on pole.	8	EA	\$ 240	\$ 1,920
TOTAL BID AMOUNT IN NUMBERS					\$ 437,390

- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.**
- IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed the amount provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

The Contractor shall complete all work within 160 working days (including long lead time material procurement) from the date of the City issued Notice to Proceed.

II. Contractor shall deliver the following tangible work products to the City by the following dates.

N/A.

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

PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to CALPROMAX ENGINEERING, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows: TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD PROJECT;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____ 20 ____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of
process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded CALPROMAX ENGINEERING, INC., as Contractor ("Principal"), a Contract for the work entitled and described as follows: TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of SOUTH EL MONTE**
Project: Traffic Signal Improvements at Lee Ave & Garvey Ave
and Durfee Ave & Peck Rd Project

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
----------------------	------------------------	----------------------------

Workers' Compensation:
Statutory Limits Under the Laws
of the State of California

Employers' Liability:

\$ _____ Each Accident

\$ _____ Disease - Policy Limit

\$ _____ Disease - Each Employee

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

City and State

City and State

By _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
City Manager, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive
General Liability Endorsement | ☐ _____ |
| | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20 _____

Signature of Authorized Representative

Telephone No.: (_____) _____

(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on ____ at 12:01 a.m. and forms a part of Policy Number ____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

☐ Following Form

☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*



City Council Agenda Report

Agenda Item No. 8.a.

DATE: March 26, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: CONTINUED FROM THE MARCH 12, 2024, CITY COUNCIL MEETING - ADOPTION OF RESOLUTION 24-140, REPEALING RESOLUTION NO. 21-63 AND APPROVING THE REVISED VERSION OF HOUSING ELEMENT 2021-2029 IN RESPONSE TO REQUIRED REVISIONS FROM THE STATE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT AND RE-ADOPTING PRIOR NEGATIVE DECLARATION

SUMMARY: Adoption of Resolution repealing Resolution No. 21-63, approving the revisions to the City's 6th Cycle 2021-2029 Housing Element.

RECOMMENDED ACTION: Staff recommends City Council :

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 24-140, repealing Resolution No. 21-63 and approving the revisions to the City's 6th Cycle 2021-2029 Housing Element in response to required revisions from the State Office of Housing and Community Development and readopting prior Negative Declaration.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact

DISCUSSION: On October 12, 2021, the City Council adopted Resolution No. 21-63 approving General Plan Amendment No. 21-01 for the 2021-2029 Housing Element and Public Health and Safety Element with Environmental Justice Element. However, on January 20, 2022 HCD requested additional revisions, which were submitted on June 2, 2022 to HCD for review. On July 29, 2022, HCD responded with additional revisions and requested that the City Council re-adopt a resolution approving the changes.

The revised Housing Element was further revised in response to HCD's July 29, 2022, review letter. In particular, the City refined and supplemented the element with additional quantifiable objectives and milestones, geographical targeting, and meaningful place-based, displacement, and new housing opportunity actions in an inclusive manner that

affirmatively furthers fair housing throughout the City. The revisions to the element incorporated significant metrics and milestones to overcome contributing factors to fair housing issues through strategies that: 1) Increase Housing Choices Near Areas of Targeted Investment; 2) Prioritize Capital Improvements for Place-Based Strategies; 3) Provide New and Preserving Existing Housing Choices and Affordability; 4) Enhance Housing Mobility; and 5) Improve Assets and Increase Public Safety in Areas of Lower Opportunity and High Segregation and Poverty. Programs that contain actions with meaningful metrics, milestones, and geographic targeting include, but are not limited to, Programs 1, 5, 6, 10, 12, 14 15, 16, 17, 19, and 21. The revised Housing Element was submitted to HCD on December 18, 2023 for their review.

On February 15, 2024, HCD issued their official review letter to the City, in which they reported that the modifications to the revised Housing Element submitted on December 18, 2023, addressed most statutory requirements; however, additional revisions are necessary to substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq). In response, the element was further refined and supplemented with additional quantifiable objectives, milestones, actions, and geographical targeting. Specific programs in the Housing Element that were revised were as follows: Programs 9, 11, and 13 (additional geographic targeting and metrics); Program 20 (added a right of first refusal for displaced tenants); Program 21 – additional time frames and metrics); and Program 26 (additional geographic targeting).

The Housing Element relies upon nonvacant sites to accommodate more than 50 percent of the regional housing needs allocation (RHNA) for lower-income households. As a result, the City must find (as part of a re-adoption resolution), based on substantial evidence, existing uses are not an impediment to additional residential development in the planning period and will likely discontinue in the planning period (Gov. Code, § 65583.2, subd. (g)(2).). Therefore, the City must re-adopt the housing element with the appropriate findings, by adding Section 5 to Resolution No. 21-63, which reads as follows:

Section 5. Based on substantial evidence presented of the likelihood of the development or redevelopment on non-vacant sites provided in Appendix E, Sites Analysis and Inventory, of the Housing Element, the existing uses on the sites identified in the site inventory to accommodate the lower-income Regional Housing Needs Allocation are likely to be discontinued during the planning period, and therefore do not constitute an impediment to additional residential development during the planning period covered by the Housing Element.

Once the Revised Housing Element has been adopted, submitted, and reviewed and approved by HCD to comply with the above requirements, it will comply with the statutory requirements of State Housing Law. As a result, the City will be eligible for several federal, state and regional funding programs.

ATTACHMENT(S):

- A. HCD-072922
- B. HCD-021524
- C. 03_SEM_Final Housing Element_Revised November 2023
- D. Resolution No. 24-140 HE

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



July 29, 2022

Rene Salas, Interim City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

Dear Rene Salas:

RE: City of South El Monte's 6th Cycle (2021-2029) Revised Draft Housing Element

Thank you for submitting the City of South El Monte's (City) draft revisions to the housing element, which was received for review on June 2, 2022. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The draft revisions to the housing element address most statutory requirements described in HCD's January 20, 2022, review; however, the following revisions will be necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code).

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Goals, Priorities, Metrics, and Milestones: The element was revised to include Exhibit A: Fair Housing Contributing Factors and Program/Actions Matrix. However, as noted in the prior review, goals and actions must create meaningful impact to overcome contributing factors to fair housing issues. Actions must have metrics, milestones, and geographic targeting as appropriate and must have significant place-based, displacement, and new housing opportunity actions. For example, the City should add place-based approaches that are focused on community revitalization of areas of high segregation and poverty and higher need (e.g., lower-income, overpayment, displacement) such as targeted investment in neighborhood revitalization, preserving or rehabilitating existing affordable housing, improving infrastructure, schools, employment, parks, transportation and other community amenities.

In addition, programs should be revised with geographic targeting, metrics or numerical targets and significant action to address fair housing issues. Programs that should be revised with geographic targeting include Programs 5 (Accessory

Dwelling Unit), 6 (Housing Choice Voucher), 9 (Rental Housing), 10 (Home Ownership), 11 (First-Time Homebuyer), 12 (Energy Efficiency), 13 (Water Conservation), 14 (Fair Housing), 16 (Developer Coordination), 17 (Housing Education), 19 (Code Enforcement), 21 (Assist in Development) and 26 (Mobilehome). Programs that should be revised with metrics include Programs 9 (Rental Housing), 11 (First-Time Homebuyer), 12 (Energy Efficiency), 13 (Water Conservation), 14 (Fair Housing), 16 (Developer Coordination), 19 (Code Enforcement), 21 (Assist in Development) and 26 (Mobilehome). Finally, programs that should be revised with significant and specific action to address fair housing issues include Programs 6 (Housing Choice Voucher), 9 (Rental Housing), 16 (Developer Coordination) and 26 (Mobilehome).

2. *In addition to the analysis required in paragraph (1), when a city or county is relying on nonvacant sites described in paragraph (3) of subdivision (b) to accommodate 50 percent or more of its housing need for lower income households, the methodology used to determine additional development potential shall demonstrate that the existing use identified pursuant to paragraph (3) of subdivision (b) does not constitute an impediment to additional residential development during the period covered by the housing element. An existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period. (Gov. Code, § 65583.2 (g)(2).).*

The housing element relies on nonvacant sites to accommodate 50 percent or more of the housing needs for lower-income households, which triggers requirements to make findings based on substantial evidence that the existing use is not an impediment and will likely discontinue in the planning period. The October 12, 2021, adoption resolution did not address this requirement. As part of re-adoption, the element must revise the analysis of nonvacant sites as appropriate and make this finding based on substantial evidence as part of re-adoption.

The element will meet the statutory requirements of State Housing Element Law once it has been revised and re-adopted to comply with the above requirements.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. During the housing element revision process, the City must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate.

Pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory and submit an electronic version of the sites inventory. While the City has submitted

an electronic version of the sites inventory, if changes occur, any future re-adopted versions of the element must also submit the electronic version of the sites inventory.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

HCD appreciates the dedication, cooperation, and effort consultants Erika Van Sickel and Elizabeth Dickson provided throughout the housing element review. If HCD can provide assistance, please contact Fidel Herrera, of our staff, at fidel.herrera@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul McDougall", with a stylized flourish at the end.

Paul McDougall
Senior Program Manager

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT

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February 15, 2024

Rene Salas, City Manager
 City of South El Monte
 1415 Santa Anita Avenue
 South El Monte, CA 91733

Dear Rene Salas:

RE: South El Monte's 6th Cycle (2021-2029) Adopted Housing Element

Thank you for submitting the City of South El Monte's (City) housing element that was adopted October 12, 2021. The California Department of Housing and Community Development (HCD) received modifications on December 18, 2023. These modifications were in addition to prior modifications received June 2, 2022. All modifications were authorized by Resolution Number 21-63 and made available to the public for seven days prior to HCD review. Our review was facilitated by a telephone conversation on February 5, 2024 with Guillermo Arreola, Community Development Director and Erika Van Sickel, the City's consultant. Pursuant to Government Code section 65585, the HCD is reporting the results of its review.

The adopted housing element, including prior and current modifications, addresses most statutory requirements described in HCD's July 29, 2022 review; however, additional revisions are necessary to substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq), as follows.

1. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583, subd. (c)(5).)*

Goals, Priorities, Metrics, and Milestones: The element was revised on page 7 to include a table with Affirmatively Furthering Fair Housing (AFFH) actions including place-based strategies, enhancing housing mobility, and encouraging new housing choices and affordability citywide and in areas of opportunity. However, the element must also include a program(s) with strategies for protecting existing residents from displacement. For example, including actions for first right of return to existing residents and policies that include moving expenses; rent stabilization programs beyond what is required by California Civil

Code 1946.2; and just cause eviction or other efforts improving tenant stability beyond what is required by California Civil Code 1946.2.

2. *When a city or county is relying on nonvacant sites described in paragraph (3) of subdivision (b) to accommodate 50 percent or more of its housing need for lower income households, the methodology used to determine additional development potential shall demonstrate that the existing use identified pursuant to paragraph (3) of subdivision (b) does not constitute an impediment to additional residential development during the period covered by the housing element. An existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period. (Gov. Code, § 65583.2 (g)(2)).*

As mentioned on the previous review, the housing element relies upon nonvacant sites to accommodate more than 50 percent of the regional housing needs allocation (RHNA) for lower-income households. As a result, the City must find (as part of an adoption resolution), based on substantial evidence, existing uses are not an impediment to additional residential development in the planning period and will likely discontinue in the planning period (Gov. Code, § 65583.2, subd. (g)(2)). HCD has reviewed Resolution Number 21-63, which does not appear to meet this statutory requirement. As a result, the City should re-adopt the housing element with the appropriate findings and submit the resolution, including any pertinent documentation, to HCD.

The element will meet the statutory requirements of State Housing Element Law once it has been revised, adopted, submitted, and reviewed and approved by HCD to comply with the above requirements pursuant to Government Code section 65585.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. During the housing element revision process, the City must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

Pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory and submit an electronic version of the sites inventory. While the City has submitted an electronic version of the sites inventory, if changes occur, any future re-adopted versions of the element must also submit the electronic version of the sites inventory.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

HCD appreciates the cooperation that Guillermo Arreola, Community Development Director and the City's consultant Erika Van Sickel provided throughout the housing element review. We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If HCD can provide assistance in implementing the housing element, please contact Fidel Herrera, of our staff, at fidel.herrera@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul McDougall", with a stylized flourish at the end.

Paul McDougall
Senior Program Manager

City of South El Monte
6th Cycle Housing Element Update
(2021-2029)



Adopted October 2021
Revised Draft November 2023

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1. Introduction

The Housing Element of the General Plan addresses the comprehensive housing needs in South El Monte for the 8-year planning period (2021–2029). It provides an analysis of the local housing needs for all income levels, details barriers to providing needed housing, and identifies a set of strategies for meeting the housing need within the planning period. Housing Elements are one of eight required components of a General Plan and are guided by State law, which requires all local governments to update their Housing Elements every 8 years. This is the 6th update to the City of South El Monte (City) Housing Element (6th Cycle).

The Housing Element is a strategic vision and policy guide designed to help address the comprehensive housing needs of the City over an 8-year period (2021 – 2029 planning period). It defines the City's housing needs, identifies the barriers or constraints to providing needed housing, and provides policies to address these housing needs and constraints.

Recent amendments to housing and planning laws aim to address California's housing shortage, placing a substantial number of new requirements for the 6th cycle Housing Element. Housing in California has become some of the most expensive in the nation, ranking 49th out of 50 states in homeownership rates as well as the supply of housing per capita. Only half of California's households are able to afford the cost of housing in their local regions and every county and city across the State is required by law to adequately plan for their fair share of needed housing.

The City must adequately plan for its existing and projected housing needs, including its share of the Regional Housing Needs Allocation (RHNA), as identified by the State with input from Southern California Association of Governments and local cities and counties. While the City does not build housing on property that is privately owned or owned by other government agencies, the State requires each local government to demonstrate where housing can reasonably be expected to be added within this cycle and how the City will facilitate and incentivize its production. As identified by the 6th Cycle RHNA, the City must plan for 577 housing units, which are further broken down by income level.

The City's 6th cycle RHNA targets are broken down by income level as follows:

- Extremely Low-Income = 65 units
- Very Low-Income = 66 units
- Low-Income = 64 units
- Moderate-Income = 70 units
- Above Moderate-Income = 312 units

1.1 Housing Element Organization

The Housing Element identifies goals, policies, and programs to comprehensively address the housing needs of all current and anticipated residents at all income levels over the upcoming housing period between 2021 through 2029. The Housing Element is divided into chapters and supporting documentation is included as appendices of the Housing Element.

1.1.1 Housing Element Content

- **Introduction** provides an overview of the Housing Element, its relationship to State law, the City's RHNA, and this section on the plan organization.
- **Public Engagement** describes the outreach process that was undertaken through the Housing Element update process, and the input received that informed the development of this plan.
- **General Plan Consistency** details those policies identified throughout the elements of the General Plan that guided the policies set forth in the Housing Element to ensure that consistency is maintained throughout the General Plan.
- **Goals and Policies** specifies the City's plans for meeting the existing and projected comprehensive housing needs of South El Monte.
- **Program Implementation** identifies the specific actions that will be implemented to ensure that South El Monte's housing needs are met within the planning period.

1.1.2 Appendices

- **Appendix A - 5th Cycle Review** evaluates the efficacy of the 5th cycle housing element; the progress in plan implementation; and the appropriateness of the goals, policies, and programs.
- **Appendix B - Needs Assessment** provides detailed information on South El Monte's demographic characteristics and trends that influence supply and demand of various housing types.
- **Appendix C - Constraints and Zoning Analysis** details governmental and non-governmental constraints to the maintenance, improvement, or development of housing for all income levels.
- **Appendix D - Affirmatively Furthering Fair Housing** Analysis identifies disproportionate housing needs, including segregated living patterns, concentrated areas of poverty, disparities in access to opportunity, and displacement risk.
- **Appendix E - Sites Analysis and Inventory** describes the methodology by which the City can accommodate their RHNA targets, how any unmet need will be met, and provides an inventory of the sites identified to meet the housing need.
- **Appendix F - Community Engagement Summary** provides the detailed results of the outreach conducted for the update to the Housing Element.

2. Public Engagement

The City conducted a robust public outreach program that engaged a broad spectrum of the community and stakeholders. Stay-at-home orders of 2020 and 2021 provided the City with opportunities to explore new avenues for public engagement and increased access for those that are traditionally not involved in the planning process. Outreach and formal engagement activities were held virtually across a variety of platforms, including a community survey, virtual community workshop, public review period, and study sessions and public hearings.

The outreach conducted for the update to the Housing Element, engaged a broad range of community members and stakeholders alike, including, but not limited to, homeless service organizations, food pantries, senior service centers, and transitional/shelter support organizations. The City cast a wide net to gain participation from all segments of the City's interested parties. The extensive outreach process

conducted for this Housing Element update has contributed to a set of meaningful goals, policies, and programs that reflect the City's housing needs and the priorities and needs of all of those in the City, including those with special needs and lower-income populations. **Appendix F, Community Engagement Summary**, provides a comprehensive summary detailing the outreach conducted as part of the update to the Housing Element and corresponding materials.

3. General Plan Consistency

The City's General Plan was adopted in October 2000 and in response to trends of the time, the General Plan set out to address the needs of the changing population. The General Plan identified that South El Monte needed to address growing economic and infrastructural needs as well as a growing need for the development of multifamily housing.

The California Government Code requires that a General Plan prepared by a local government contain an integrated, internally consistent set of goals, policies, and programs. This Housing Element is most directly related to the Land Use Element, since it is the Land Use Element that designates the location and extent of residential development throughout South El Monte. This Housing Element is internally consistent with the goals and policies of the other elements of the General Plan. Specifically, the General Plan and the Housing Element are both guided by the following relevant principles.

- Provide opportunities for housing development at a range of densities and housing types to accommodate the needs of present and future residents.
- Allow for the transition of mixed-density neighborhoods to higher density development consistent with underlying General Plan land use and zoning designations.
- Provide new opportunities for housing in South El Monte, such as through intensification in designated neighborhoods and provision of funding for affordable housing development.
- Review and revise, as necessary, the City's development standards to improve the quality of new development in the City and to protect public health and safety.
- Continue to provide financial assistance to eligible properties through residential rehabilitation programs.

While the goals and policies of the Housing Element are consistent with those set forth in the General Plan, the Housing Element includes a program to rezone properties to meet the RHNA, if this program creates inconsistencies with those densities identified by the land use designation, such changes will be incorporated into the General Plan Land Use Element, to ensure that General Plan consistency is maintained. The City will review the elements of the General Plan upon any subsequent amendment to the other elements of the General Plan, to ensure internal consistency is maintained.

4. Goals and Policies

The City will strive to achieve and maintain a housing stock that meets the varying needs of residents, especially extremely low- and lower-income households, and those households with special needs. The following goal and policies underscore the City's commitment in continuing assistance in the development of new housing for all income groups.

Goal 1: An adequate supply of a variety of housing types to meet the existing and future needs of City residents.

Policy 1.1: The City shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single-family units, moderate- to higher-density single-family attached and multiple-family units.

Policy 1.2: The City shall facilitate the development of housing through the removal of local regulatory constraints, especially for housing that serves lower-income households and those with special needs.

Policy 1.3: The City shall coordinate with the Los Angeles County Community Development Commission to take advantage of Federal, state, and local funds available for affordable housing and housing for those experiencing homelessness in South El Monte.

Policy 1.4: The City shall facilitate the development of housing by connecting developers with requirements, standards, and other relevant information needed to apply for development permits in the City.

The City will remain committed to those efforts designed to preserve and maintain the existing housing resources in South El Monte, including affordable housing, with the implementation of the following goal and policies.

Goal 2: High quality residential neighborhoods that are enhanced and well-maintained.

Policy 2.1: The City shall promote the rehabilitation of substandard and deteriorated housing in areas designated for long-term residential use and pursue additional funds for currently unfunded rehabilitation program.

Policy 2.2: The City shall provide focused code enforcement and rehabilitation efforts in targeted neighborhoods to achieve substantive neighborhood improvements.

Policy 2.3: The City shall work to increase the rate of home ownership in the community and stabilize neighborhoods by encouraging low- and moderate-income households to become first-time home buyers.

Policy 2.4: The City shall promote efforts to remove substandard units which are not suitable for rehabilitation.

Policy 2.5: The City shall work to alleviate unit overcrowding by permitting owners to add bedrooms, bath, and additional living areas in homes and encouraging development of accessory dwelling units.

Policy 2.6: The City shall work to alleviate illegal conversions of garages, patios, and subdivision of single-family units through code enforcement that works to bring these conversions into compliance.

Policy 2.7: The City shall promote energy conservation techniques in housing rehabilitation and construction.

The City recognizes the importance of facilitating the development of housing in a manner that protects such sensitive uses from industrial uses. The City will site higher density residential uses in high-quality neighborhoods that prioritize access to amenities and resources through the following goal and policies.

Goal 3: Compatible land uses that meet the needs of residents, employers and employees.

Policy 3.1: The City shall facilitate the orderly transition of residential uses in appropriate areas near industrial uses.

Policy 3.2: The City shall provide new opportunities for housing in the City, such as through intensification in designated neighborhoods and other appropriate areas.

Policy 3.3: The City shall encourage development of higher density housing in close proximity to public transportation, services, employment, recreation, and other resources and amenities.

The following goal and policies indicate the City's continued commitment to affirmatively furthering fair housing and advancement in equity and inclusion through equal housing opportunities within South El Monte.

Goal 4: Equal opportunities for all residents to reside in the housing of their choice.

Policy 4.1: The City shall continue to enforce fair housing laws prohibiting arbitrary discrimination in the building, financing, selling or renting of housing on the basis of race, color, religion, national origin, sex, sexual preference, age, disability, family status, AIDS, or other such characteristics.

Policy 4.2: The City shall implement practices that prevent displacement and discrimination through enforcement of existing requirements.

Policy 4.3: The City shall connect residents and developers to information related to programs that provide housing support and guidance on Fair Housing resources.

4.1 Identification and Prioritization of Contributing Factors, and Goals, Policies, and Actions (AB 868)

Pursuant to AB 686, the City will affirmatively further fair housing by taking meaningful actions in addition to resisting discrimination, that overcomes patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristic, as defined by State law. Through the analysis of existing conditions and contributing factors associated with the community's historical demographics and housing patterns, the City identified strategies and actions that can be taken to enhance mobility strategies, create new housing opportunities and affordability, and place-based strategies to encourage community conservation and revitalization through:

- Increasing Housing Choices Near Areas of Targeted Investment – to promote development of affordable housing near areas of opportunity and targeted community revitalization.
- Prioritizing Capital Improvements for Place-Based Strategies – to conserve and improve community assets Citywide and geographically target investment in areas with the greatest need to encourage community revitalization.
- Enhancing Housing Mobility – to increase access to housing and resources through housing mobility strategies that remove barriers to development, homeownership, and accessibility.
- Providing New and Preserving Existing Housing Choices and Affordability – to create development incentives that increase housing options in areas of opportunity and programs that address rehabilitation needs to prevent displacement and minimize relocation impacts on residents.
- Improving Assets and Increasing Public Safety in Areas of Lower Opportunity and High Segregation and Poverty – to preserve and improve assets through targeted investment to rehabilitate existing housing affordable to lower-income residents and improve public safety for residents in areas of lower opportunity and High Segregation and Poverty.

The City is committed to implementing a suite of actions to enhance housing mobility, new housing choices and affordability in areas of opportunity, and place-based strategies through robust community investment and revitalization projects. The City is entirely designated as Low Resource and has one area of High Segregation and Poverty (as categorized by TCAC/HCD Opportunity Maps); therefore the City's strategy to address contributing factors to fair housing generally consists of a two-pronged approach to 1) geographically target investments that will implement community improvements resulting in community revitalization and citywide investment to transform the City into a higher resource community; and 2) pair programs that enhance housing mobility, by removing barriers to development, and housing accessibility while creating and incentivizing new housing choices and affordability in the targeted areas of planned community investment. Some programs that include geographically targeted areas are detailed in Programs 1, 12, 14, 16 and 21 and include the areas along Merced Avenue, Rush Street, Rosemead Boulevard, Santa Anita Avenue, and Tyler Avenue. Through conservation and improvement of community assets citywide and geographically target investment in areas with the greatest need to encourage community revitalization the housing plan demonstrates the City's commitment to improve areas of lower-resource and high segregation and poverty to areas that offer residents access to opportunities.

The City's housing plan also demonstrates the ability to meet future affordable housing needs beyond the City's RHNA through implementation of expanded zoning capacity, amendments to create additional opportunities, and other actions that focus on special needs households and remove barriers that are within the City's control. Those actions are fully detailed within each program's corresponding description and program table - each individual program should be referenced for full details. However, numerous actions from *Programs 1, 5, 6, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 21* that focus on place-based strategies, enhancing housing mobility, and encouraging new housing choices and affordability citywide and in areas of opportunity include, but are not limited to, the actions listed in the following table:

Place-Based Strategies, Enhancing Housing Mobility, and Encouraging New Housing Choices and Affordability Citywide and in Areas of Opportunity.	
<i>Specific Commitments/Focus Areas</i>	<i>Timeframe and Metrics</i>
Strategy: Increasing Housing Choices Near Areas of Targeted Investment – Promote development of affordable housing near areas of opportunity and targeted community revitalization.	
TCAC/HCD Opportunity Area Maps identify the entire City as Low Resource and one area as High Segregation and Poverty (See Section 4.5.1 in Appendix D). As such, the City will focus on increasing housing opportunities in areas identified for prioritized capital improvement programs as there are no current areas in the City identified as High or Highest Resource (as categorized by TCAC/HCD Opportunity Map). This approach will be implemented by a rezone of 3 acres of land to create the opportunity for approximately 60 to 110 new residential units in the City. The rezone sites identified are located within a complete streets revitalization project area (see Program 1), which dedicates 7.3 million dollars of targeted community investments including enhanced pedestrian mobility with the installation of protected bike lanes, medians, landscaping, ADA ramps, sidewalks, driveways, street furniture, street signage, pavement rehabilitation and striping, and 41 new decorative streetlights. These targeted community investments will help to revitalize and transform areas of the City to higher opportunity areas and when paired with the increased housing choices will increase housing opportunities in areas of higher resource. The City will also expand the location of housing vouchers in the geographically targeted areas identified for significant place-based strategies through robust community investment and revitalization projects (see details in Program 14) through a housing counseling program to provide education to landlords and property owners on source of income discrimination and Housing Choice Voucher programs. This counseling program will empower voucher holders by making them aware of their options and rights and will ensure that landlords and property owners are aware of voucher holder rights and how they can best support voucher holders in accessing housing in the community of their choice. Other actions that support new housing choices in areas of opportunity and implement place-based community revitalization strategies include: • Program 16, through a developer outreach program the City will develop annual marketing materials that highlight a minimum of 15 investment opportunity sites and active development investment sites throughout the City. The highlighted investment opportunity sites will be focused to geographically targeted areas to encourage community revitalization in areas of high segregation and poverty and higher need through new residential development and commercial investment that encourage a balance of new housing production and employment opportunities. • Program 21, the City will support and encourage development of sites identified in the Sites Inventory for lower-income housing through place-based action by geographically targeting community revitalization investments. The specific place-based actions are transportation and infrastructure improvements along Rosemead Boulevard as part of the Rosemead Boulevard Corridor Enhancement Plan, and targeted investments in neighborhood revitalization as part of the 7.3-million-dollar Santa Anita Avenue Complete Streets Revitalization project to improve conditions in Low Resource areas and areas of high segregation and poverty and higher need and encourage the development of sites identified for lower-income housing in the Sites Inventory. These investments will increase the viability of the identified sites in the area by proactively implementing improvements that will be needed to support future residential development and improve conditions for nearby residents.	• Metric: Create new capacity for at least 60 residential units affordable to lower- and moderate- income households with 100 percent targeted near areas of the City identified for place-based strategies through community revitalization and improvements. • Metric: Invest 7.3 million dollars of targeted community investments and neighborhood improvements through the Santa Anita Avenue Complete Streets Revitalization project. • Metric: Apply for grants and secure funding for transportation and infrastructure improvements along Rosemead Boulevard as part of the Rosemead Boulevard Corridor Enhancement Plan, a multi-modal/complete streets and corridor rehabilitation. • Metric: Coordinate with the HRC to establish a Housing Mobility Program by June 2025, with geographically targeted areas.⁶ • Metric: Develop two digital brochures that highlight active development investment sites and a minimum of 15 targeted investment opportunity sites along key business corridors. Timeframe: Apply for grants and secure funding for transportation and infrastructure improvements along Rosemead Boulevard within the planning period. Timeframe: Complete the Santa Anita Avenue Complete Streets Revitalization project by spring 2026. Timeframe: Development investment opportunities brochures to be updated annually at fiscal year-end and actively promoted throughout the planning period.

Strategy: Prioritizing Capital Improvements for Place-Based Strategies – Conserve and improve community assets citywide and geographically target investment in areas with the greatest need to encourage community revitalization.

Given that the entire City is identified as Low Resource with one area identified as High Segregation and Poverty (See Section 4.5.1 in Appendix D) as categorized on TCAC/HCD Opportunity Map, the City is committed to increasing opportunities for residents through place-based strategies that implement significant investments to conserve and improve community assets. These investments will bring about community revitalization through the implementation of various projects throughout the City. The combined investments are more than 31 million dollars, which will be invested throughout the planning period with projects slated to be completed as early as winter 2023.

Projects geographically targeting Low Resource and High Segregation and Poverty areas include the Merced Avenue Greenway Project and Rush Street Corridor Enhancement Plan -

- The Merced Avenue project is a \$24 million sustainable multi-modal corridor project with targeted infrastructure improvements along Merced Avenue. This improvement project will address negative impacts from climate change through investments in adaptation measures, such as urban forestry by providing new trees to create shade along the route, and flood prevention measures, such as water capture systems. The planning and design phase of the project has been completed, and the City has secured approximately 21 million in funding, including funding to begin construction for Phase I of the project, and is currently in the grant proposal process to secure the approximately \$3 million remaining in gap funding needed to complete Phase II.
- In collaboration with Active San Gabriel Valley (ActiveSGV), the City secured a grant from the California Air Resources Board (CARB) to complete the Rush Street Corridor Enhancement Plan aimed at revitalizing a large segment of Rush Street between Rosemead Boulevard and Tyler Avenue into a multi-modal complete street and includes corridor rehabilitation measures. The project's targeted investments are focused on improving community assets, including active transportation through widened sidewalks and protected bike lane, and transportation and street infrastructure. The project's conceptual design plans have been completed, and the City is now actively working to secure funding to implement the planned improvements and design.

Projects improving community assets citywide include an investment of \$4 million for citywide pedestrian safety and street improvements. The City is prioritizing capital improvement programs to fund this project, which will enhance mobility and safe paths of travel for residents, visitors, and businesses throughout the City. This investment will create better connectivity for residents, increasing access to community amenities and resources.

The City is also investing \$2 million of improvements including infrastructure, parks and other community assets such as senior center gym equipment, park public restroom renovations, blacktop resurfacing, Civic Center pool facility upgrades and new amenities such as barbeque grills and drinking fountains. These citywide improvements focus on enhancing community assets through targeted investment in areas of most need and are estimated to be completed in 2025. These new amenities will increase access to opportunities for residents creating spaces where they can recreate, socialize, stay cool during the summer, improving overall quality of life.

• **Metric:** Create a sustainable multi-modal corridor on Merced Avenue through a \$12.8 million investment for Phase I and \$11.5 million investment for Phase II of the Merced Avenue Greenway Project.

• **Metric:** Collaborate with ActiveSGV to apply for grants and other funding sources for implementation of the Rush Street Corridor Enhancement Plan's design and improvements of bike and transit lanes, bus stops, and widened sidewalks and increased shade in Low Resource and High Segregation and Poverty areas through the City's major east to west corridor.

• **Metric:** Invest \$4 million for citywide pedestrian safety and street improvements to enhance mobility and safe paths of travel for residents, visitors, and businesses throughout the City.

• **Metric:** Invest \$2 million for citywide park improvements as detailed in the program description, focused on conserving and improving parks throughout the City.

• **Metric:** Provide citywide WiFi and a new electric vehicle charging station through the Smart City Initiative to close the digital divide citywide and equitably enhance the access to technology systems throughout the City.

Timeframe: Complete Merced Avenue Greenway Project Phase I improvements by summer 2025 and secure remaining grant funding to begin construction for Phase II by winter 2026.

Timeframe: Collaborate with ActiveSGV to apply for grants and secure funding for implementation of the Rush Street Corridor Enhancement Plan's design and improvements within the planning period.

Timeframe: Complete citywide pedestrian safety and street improvements by winter 2023.

Timeframe: Complete citywide park improvements by winter 2025.

Timeframe: Launch citywide WiFi through the Smart City Initiative and install a new electric vehicle charging station by winter 2025.

The City will also embark on a Smart City Initiative in 2025, which will include a \$200,000 technology infrastructure investment and citywide WiFi to close the digital divide citywide and equitably enhance the access to technology systems throughout the City, The initiative’s investments, targeted in areas of most need, focus on expanding access to community meetings and prioritize technology infrastructure improvements. The City is working on the initiative with the San Gabriel Council of Governments for a regional effort focusing on disadvantage communities. Other investments, highlighted above, include a 7.3 million dollars of targeted community investments and neighborhood improvements through the Santa Anita Avenue Complete Streets project, to enhance pedestrian mobility with the installation of protected bike lanes, medians, landscaping, ADA ramps, sidewalks, driveways, etc., and \$340,000 investment to complete the Rosemead Boulevard Corridor Enhancement Plan, a multi-modal/complete streets and corridor rehabilitation (see Program 21).	
Strategy: Providing New and Preserving Existing Housing Choices and Affordability – to create development incentives that increase housing options in areas of opportunity and programs that address rehabilitation needs to prevent displacement and minimize relocation impacts on residents.	
The City is committed to taking steps to promote housing supply, choices and affordability in areas of high opportunity and outside of areas of concentrated poverty. Because the City does not have any areas of high opportunity (High or Highest Resource as categorized by TCAC/HCD Opportunity Maps), the City will focus such efforts in areas with planned community investments that will help in transitioning areas to higher opportunity. One such step the City will take will be to facilitate the development of accessory dwelling units and junior accessory dwelling units (ADU/JADU). ADU/JADU development will be facilitated through zoning code revisions that will provide clarity on the permitting process and remove regulatory barriers. Further, the City will incentivize ADU/JADU development by providing funds to lower-income homeowners for construction and rehabilitation of affordable ADUs through the CalHome Owner-Occupant Rehabilitation Program. Another step the City will take to promote housing supply, choices and affordability in targeted areas identified for significant place-based strategies through robust community investment and revitalization projects will be to incentivize the consolidation of lots for residential and mixed-use development, especially those with affordable units. The City will provide incentives, such as expedited permit review or concessions beyond those provided by density bonus, and will dedicate staff to assist the development community through land development counseling and by providing technical informational materials. Further, the City is committed to assisting lower- and moderate-income households in their home rehabilitation needs. To provide rehabilitation assistance, the City will provide grants and loans to qualified households in areas of lower opportunity to provide repairs and mitigate the potential cost of rehabilitation while preventing displacement and relocation impacts on vulnerable residents.	• Metric: Increase annual ADU production by 10 percent. • Metric: Facilitate two lot consolidations per year. • Metric: Provide rehabilitation assistance to at least 20 households, with a target of 40 households during the planning period. Timeframe: ADU/JADU affordable incentive program shall be adopted within one year of Housing Element adoption. Timeframe: Lot consolidation and OOR program metrics will be on-going and will be monitored throughout the planning period.

Strategy: Enhancing Housing Mobility – Increase access to housing and resources through housing mobility strategies that remove barriers to development, homeownership, and accessibility.	
The City will increase housing accessibility and upward mobility through strategies that will increase access to homeownership, assist those with disabilities, and affirmatively further fair housing. The City is committed to increasing homeownership opportunities for lower-income households seeking first-time homeownership downpayment and closing cost assistance. The City will enhance this program by targeting marketing for homeownership assistance in areas of high segregation and poverty and areas with high rates of lower-income households. The City will also increase housing accessibility and upward mobility for those with disabilities by providing an administrative process for deviations from development standards for those in need of accessibility modifications, removing barriers to accessible housing options. Additionally, the City will increase access to opportunity for older adults and those with disabilities by providing the citywide Dial-A-Ride Program where the City provides a free shuttle service to transport residents to their destinations and for medical appointments to help increase overall mobility and access to resources such as housing, public buildings and facilities, and businesses. The Dial-A-Ride Program provides older adults and those with disabilities financial relief associated with the cost of transportation and allows residents to access areas of the City that may not otherwise be accessible. Because the City does not have any areas of high opportunity, the City will increase access to opportunity through community investments that will help transition lower opportunity areas to higher opportunity. The City will coordinate these investments with affordable housing development to increase housing opportunities and upward mobility in areas of increasing opportunity. The City will further remove barriers and increase access in areas of opportunity by promoting equal access to housing through Affirmative Fair Housing Marketing Plans (AFHMP). AFHMPs will be required of new affordable and mixed-income multifamily residential developments using a density bonus or other housing incentive programs to ensure that new developments promote equitable access to units.	• Metric: Increase awareness of homeownership assistance in areas of high segregation and poverty and areas with high rates of poverty to target an increase in use of the program by lower-income households by 20 percent. • Metric: Provide administrative review for 100 percent of reasonable accommodation requests. • Metric: Provide ongoing citywide transportation services through the City's Dial-A-Ride program to 150 residents annually who are 60 years or older, residents with disabilities, or youth who participate in the City's youth programs. • Metric: Require 100 percent of new affordable and mixed-income multifamily residential developments utilizing a housing incentive programs to implement an AFHMP. Timeframe: Metrics will be on-going, throughout the planning period.
Strategy: Improving Assets and Increasing Public Safety in Areas of Lower Opportunity and High Segregation and Poverty – Preserve and improve assets through targeted investment to rehabilitate existing housing affordable to lower-income residents and improve public safety for residents in areas of lower opportunity and High Segregation and Poverty.	
The City is committed to preserving housing choices and affordability while protecting residents in areas of lower opportunity from displacement. Through the Owner-Occupied Rehabilitation (OOR) program, funding is made available to connect lower-income households with assistance to address code compliance issues and to bring homes into compliance. Through this program, the City's Code Enforcement will identify properties with blighted conditions and the City will help connect households with incomes at or below 80 percent of the area median income (AMI) with homeowner rehabilitation assistance. The City will target 100 percent of homeowner rehabilitation assistance funds available through the OOR program to lower-income households and serve an anticipated total of 20 households in need of rehabilitation assistance located in low resource or areas of high segregation and poverty and higher need. This program will improve assets in areas of lower opportunity and concentrated poverty by rehabilitating existing housing affordable to lower-income households and address safety concerns for residents who may be living in substandard housing conditions.	• Metric: Serve 20 households in need of rehabilitation assistance located in low resource or areas of high segregation and poverty and higher need. • Metric: Invest \$1.15 million in system upgrades for public facilities in Low Resource areas. Timeframe: Coordinate with Code Enforcement Division on a quarterly basis to identify opportunities to connect residents to resources and eligible households to available funding and ongoing assistance through the OOR program until program funds are expended.

Residents receiving assistance through the OOR program are those with the greatest need and lowest incomes. Through this program some of the most vulnerable households will be able to make necessary home improvements while saving money, creating opportunity to live in healthy housing conditions while increasing the value of their homes. Additional programs focused on providing resources and improving public safety for residents in areas of lower opportunity and concentrated poverty include the City's Energy Efficient Building System Upgrades program which funds the installation of autonomous building platforms and converting public facility buildings (e.g., the City's Community Center and Senior Center) into energy efficient public facilities. The purpose of the Energy Efficient Building System Upgrades program is to create smart and energy efficient public spaces that will provide a better physical environment for City staff and the public and enable the City to create resilient and energy efficient public facilities that can provide critical services to the community during power outages and public safety shut off events. The City is investing \$1.15 million in system upgrades for public facilities in Low Resource areas and has identified three buildings for energy efficient upgrades, including a children's learning center, senior transportation center, and the South El Monte Community center, all located along Central Avenue.	Timeframe: Complete Energy Efficient Building System Upgrades by July 2024.
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5. Program Implementation

Program 1: Adequate Sites

As identified in **Appendix E, Sites Analysis and Inventory**, the City can accommodate their lower- (including very-low and low-income), moderate-, and above-moderate income RHNA through existing sites zoned at appropriate densities, and based on substantial evidence thoroughly detailed in Appendix E, the City has determined that existing uses are not an impediment and will likely discontinue in the planning period. However, to guarantee the City has sufficient, excess capacity to accommodate a buffer for their lower- and moderate-income RHNA throughout the planning period, the City will rezone approximately 3 acres of sites from Manufacturing (M) to Commercial Residential (C-R) as identified in **Appendix E**, allowing exclusively residential uses and a minimum of 20 dwelling units per acre to provide a generous buffer for additional lower- and moderate-income sites selected from sites 18 through 20 as identified in **Table 13, Summary of Underutilized Sites in Rezone Area** of the Inventory (**Appendix E**). Based on minimum and maximum densities permitted in the C-R zone, implementation of the rezone will create the opportunity for approximately 60 to 110 new residential units in the City. To facilitate the development of multifamily housing affordable to lower-income (including extremely low-income households) and moderate-income households, the City will complete the zone amendment and rezone by October 15, 2025.

Furthermore, the City is implementing the Santa Anita Avenue Complete Streets Revitalization project, a geographically targeted place-based strategy focused on community revitalization that will be completed by spring 2026. The rezone sites identified are located within the complete streets revitalization project area, which is located along Santa Anita Avenue and Tyler Avenue, from Merced Avenue to Klingerman Street. The project includes 7.3 million dollars of targeted community investments including enhanced pedestrian mobility with the installation of protected bike lanes, medians, landscaping, ADA ramps, sidewalks, driveways, street furniture, street signage, pavement rehabilitation and striping, and 41 new decorative streetlights. Specifically, the sites identified in **Table 13, Summary of Underutilized Sites in Rezone Area**, of Appendix E are located between Central Klingerman and Rush Street intersections, which were improved as part of the project through new traffic signals, ADA pedestrian ramps, sidewalks, crosswalks street signage and striping.

Objective(s)	• Rezone to create additional opportunities for approximately 60 to 110 new, buffer lower- and moderate-income units beyond the City's RHNA targets. • Invest \$7.3 million dollars of targeted community investments and neighborhood improvements, including infrastructure improvements, ADA accessibility, and enhanced pedestrian mobility, through the Santa Anita Avenue Complete Streets Revitalization project.
Timeframe	• Rezone no later than October 15, 2025. • Complete Santa Anita Avenue improvements by spring 2026.
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2, 3.1, 3.2, 3.3

Program 2: Implementation of Mixed Use (C-R) Zone

The City permits mixed-use development in the C-R (Commercial Residential) zone district. The C-R zone designation allows stand-alone infill residential development as well as traditional mixed-use development where commercial uses and residential uses are located in the same structure. The concept encourages transition of underutilized commercial and industrial properties that are a direct result of the “over-zoning” that resulted in extensive amounts of strip development. The City will continue to monitor the C-R development standards to ensure that it effectively promotes mixed-use and residential developments and a variety of housing types, including housing for lower-income households and special needs populations. The development standards for density (maximum 35 to 100 units per acre), parking, height (at least 3-4 stories), and lot coverage requirements will facilitate the maximum allowable densities.

The City will welcome and consider developer recommendations to revise the development standards of the C-R Zone to encourage the maximum allowable densities along with a variety of housing types and assist the development of housing affordable to extremely low-, very low-, and low-income households.

The City will identify additional areas of the City to apply the Mixed-Use/C-R designation and zone and will pursue rezoning, where appropriate. This potential rezoning will expand opportunities for residential and mixed-use development and is not part of an adequate sites program as specified in Program 1 but will instead ensure that adequate capacity remains. The City will prioritize 80% of rezones in areas with access to amenities as identified by the City, such as transportation, recreation, services, education, and other needs to promote housing supply, choices and affordability in areas with higher access to resources and opportunities.

Objective(s)	• Accept developer recommendations to revise the development standards of the C-R Zone to assist the development of housing affordable to extremely low-, very low-, and low-income households. • Develop a process by which developers can submit recommended code changes. • Implement needed amendments to Zone. • Identify opportunities to expand C-R Zone in areas with access to amenities as identified by the City, such as transportation, recreation, services, education, and other needs to promote housing supply, choices and affordability in areas with higher access to resources and opportunities.
Timeframe	• Ongoing coordination with developers regarding development standard recommendations and review of developer recommendations throughout planning period and revisions to be completed within 6 months of identification, as appropriate. • Develop code change recommendation submittal within two years of Housing Element adoption. • Ongoing identification of opportunities to apply the Mixed-Use/C-R zone.
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.3, 3.1, 3.2, 3.3

Program 3: Zoning Ordinance Amendments to Remove Constraints

The City will proactively encourage and facilitate the development of affordable housing for lower income households, particularly those with extremely low-income (ELI), special needs including large households, seniors, and households with persons who have disabilities or developmental disabilities. The City will do so by undertaking focused updates of the zoning ordinance to conform to State law and to remove governmental and non-governmental constraints on the development of housing, specifically the lack of housing affordable to lower-income (including extremely low-income) households and those with special needs. The following actions will be undertaken:

- Zoning Code revisions to ensure compliance with the most recent updates to the State’s density bonus law, including provisions of a bonus for student and senior housing, and permitting up to an 80% bonus for 100% affordable developments, and ensure its successful implementation by educating developers as to how density bonus regulations or other regulatory incentives could be used to facilitate the development of affordable housing as detailed in **Program 16**.
- Zoning Code revisions to clarify the permitting and siting of group care facilities for 7 or more persons consistent with State law and fair housing requirements.
- Zoning Code revisions to reduce parking as a constraint for multifamily development. The City will evaluate and amend the residential parking standards for multi-family residential uses in all zones where multi-family uses are permitted. The City will make necessary Zoning Code revisions to ensure that parking standards for multi-family housing do not pose a constraint to the development of housing.
- Zoning Code revisions to address discretionary permit constraints for Senior Housing. The City will remove or mitigate discretionary permit requirements associated with Senior Housing development.
- Zoning Code revisions to identify a process by which parking requirements can be reduced for religious institutions in exchange for housing development.
- Zoning Code revisions to address open space constraints for multifamily developments in the R-3 zone. The City will remove or reduce constraints in the R-3 zone related to open space requirements.
- Zoning Code revisions to update the definition of “family.” The City will make necessary changes to ensure the definition does not impose any limitations on the number of people that may constitute a family to comply with all federal and state fair housing laws.

Objective(s)	• Amend the Zoning Code to update the Density Bonus regulations consistent with state law and provide developer education in conjunction with Program 16 to ensure its successful implementation in facilitating the development of affordable housing for lower-income households. • Amend the Zoning Code to define group care facilities for 7 or more and define in what zones and by what process this use will be permitted. • Amend parking requirements to ensure that parking for multifamily housing does not pose a constraint on development. • Amend the Zoning Code regarding Senior Housing development. • Amend the Zoning Code to address open space requirements. • Amend the Zoning Code to update the definition of “family” consistent with all federal and state fair housing laws.
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Timeframe	• Updates to the Density Bonus program within one year of Housing Element adoption. • Amend the Zoning Code for the provision of large group care facilities within one year of Housing Element adoption. • Evaluate residential parking standards and amend parking standards for multifamily housing within two years of Housing Element adoption. • Senior Housing Zoning Code amendments within one year of Housing Element adoption. • Open space requirement amendments within one year of Housing Element adoption. • Family definition amendments within one year of Housing Element adoption.
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2, 2.5, 3.2, 3.3, 4.1

Program 4: Zoning Updates and General Plan Consistency Program

The City will continue to identify opportunities to remove constraints to development through continued updates to the Zoning Code, where appropriate, and will consider a comprehensive update to the General Plan, in particular the land use element. Based on the ongoing updates, City staff will evaluate consistency between the Zoning Code updates and the General Plan. The evaluation will assess necessary updates to the General Plan, with an additional focus on consistency between the Land Use designations and zoning designations for each parcel in the city. The City will make the necessary updates to the General Plan based on their consistency analysis. This will ensure the programs and policies of the General Plan meet the vision of the City and ensure consistency between the City's zoning ordinance and the General Plan to ultimately facilitate housing production.

Objective(s)	• Monitor the Zoning Code for constraints and ongoing consistency with new State Legislation - make edits where needed. • Identify available funding sources and staff for the consideration of a comprehensive update to the General Plan, and in particular the land use element.
Timeframe	• Ongoing Zoning Code monitoring throughout the planning period. • Apply for funding to support a General Plan update within 4 years of Housing Element adoption.
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.4, 3.1, 3.2, 4.2, 4.3

Program 5: Accessory Dwelling Unit Program

A primary objective of this program is to promote the development of housing units for lower-income persons or households. The City will amend their Zoning Code to permit the development of Junior (JADU) and Accessory Dwelling Units (ADU) consistent with State law and to remove minimum parcel size requirements to convey that ADUs are permitted on legal parcels. The City will also amend their code to provide clarity and outline the approval process to provide ministerial approval of ADUs.

Additionally, as a method to promote the creation of ADUs that can be offered at an affordable rent for very low, low, or moderate-income households, the City will develop a process to incentivize the production of JADUs and ADUs affordable to lower-income households. The City will also leverage funds from the CalHome Owner-Occupant Rehabilitation (OOR) Program to provide financial incentives for eligible lower-income households (see Program 18). The City can administer the CalHome Owner-Occupant Rehabilitation Program funds to assist lower-income owners of homes that are in need of rehabilitation, which has been expanded to include construction, repair, reconstruction, or rehabilitation of an ADU or JADU, as well as a conversion of an existing space to an ADU or a JADU. Eligible households must be an owner-occupant and intend to continue occupying the home as a principal place of residence. Once the program is developed, City staff will take a proactive role in advancing this policy as a place-based revitalization strategy by promoting new ADU opportunities to existing property owners through informational outreach during the development process targeted at households in lower opportunity areas. The City will further identify opportunities to facilitate the production of ADUs and JADUs. **(AB 671)**

Objective(s)	• Amend the Zoning Code consistent with State law to increase ADU production by an average of 10%¹ in the planning period compared to the yearly average in the previous planning period. • Amend the Zoning Code to clarify the ADU/JADU approval process and procedures. • Adopt procedures and promote eligible OOR program funds for the incentivization of affordable ADUs to incentivize the production of 43 ADUs affordable to lower-income households during the planning period.
Timeframe	• Amend the Zoning Code within one year of Housing Element adoption. • An ADU/JADU affordable incentive program shall be adopted within one year of Housing Element adoption.
Responsible Agency	City Planning Division
Funding Sources	• Community Development Department Budget.
Relevant Policies	1.1, 1.2, 2.5, 3.2, 4.1
1. See full Accessory Dwelling Unit Projections discussion in Appendix E.	

Program 6: Housing Choice Voucher Program

An important element of the City's strategy in providing housing opportunities for extremely low-income and low-income households is the Housing Choice Voucher Program, a federally funded rental program that assists very low-income families, elderly, and households with disabilities. Decent, safe, and sanitary housing units are provided to households through rental vouchers. Participants may find their own housing including single-family homes, townhouse, and apartments. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City has approximately 20 households who currently participate in this program. Housing mobility strategies to enhance access to higher resource areas and remove barriers to housing in areas of opportunity for City residents include providing a housing mobility counseling program in the City in coordination with the Housing Resource Center. The counseling program may include, but is not limited to, education to landlords and property owners on source of income discrimination and Housing Choice Voucher programs to expand the location of vouchers in geographically targeted areas identified for significant place-based strategies through robust community investment and revitalization projects (see details in Program 14), as there are currently no areas of the City identified as High and Highest Resource (as categorized by TCAC/HCD Opportunity Map). Additional components of the program may also focus on providing information on opportunity areas, housing search skills and tools, workshops, one-on-one search assistance, referrals, landlord-tenant mediation, and retention counseling.

Objective(s)	• Continue to support the provision of 20 vouchers annually. • Coordinate with the HRC to establish a Housing Mobility Program with geographically targeted areas as detailed in the program description.
Timeframe	• Ongoing, annually. • Coordinate with HRC to establish Housing Mobility Program by June 2025.
Responsible Agency	City Planning Division
Funding Sources	Baldwin Park Housing Authority Housing Choice Voucher Program
Relevant Policies	1.3, 4.2

Program 7: Support for Those Experiencing Homelessness

Under this program, the City will proactively implement the actions and programs of their Plan to Prevent and Combat Homelessness to move forward to address the needs of its residents experiencing homelessness for affordable housing and support services. The City will continue to participate in a countywide sales tax that raises money for homeless services. Further, the City will continue to create shelter options in the city, increase outreach and engagement activities to better understand the barriers and needs to address homelessness, and continue seeking additional funding sources for new affordable and supportive housing options.

Objective(s)	• Monitor existing funding to efficiently prioritize projects. • Continue collaboration with partner agencies and organizations, such as the City of Baldwin Park, the City of El Monte, and the County of Los Angeles through quarterly meetings.
Timeframe	• Ongoing monitoring of funding and participation in the countywide sales tax. • Ongoing quarterly communications with partner agencies and organizations.
Responsible Agency	City Planning Division
Funding Sources	• General Funds for the staff time (grant applications and preparation of promotional materials). • Grant awarded from the Los Angeles County Measure H funds.
Relevant Policies	1.3, 4.2

Program 8: Lot Consolidation Program

In the absence of redevelopment, the City has limited options to assemble individual privately-owned properties for new larger developments. As a result, the City is required to rely solely on the private market to accomplish a consolidation of lots. This program is an ongoing program that recognizes the importance of public-private partnerships in assembling and redeveloping infill parcels. To facilitate the development of affordable housing for lower-income households, the City will specifically incentivize lot consolidation for developments with units affordable to lower-income households. To do so, the City will develop and provide a permit expedite incentive or incentives beyond density bonus law in exchange for lot consolidation for multifamily developments with units affordable to lower-income households, including units for extremely low-, very low-, and low-income households.

Objective(s)	• Develop and maintain a digital inventory of sites identified as appropriate to accommodate housing to provide developers with guidance on the availability of sites. • Identify development opportunities, develop and provide an incentive in exchange for lot consolidation for developments with units affordable to lower-income households through an expedited development permit review process or concessions and incentives beyond density bonus law as part of the zoning code update, and allocate financial resources to facilitate lot consolidation through dedication of staff time to assist developers with the permitting process, procedures, and timeframes. • Facilitate two lot consolidations per year. • Facilitate the assembly and recycling of underutilized properties for new affordable housing construction through technical assistance to developers and property owners. Technical assistance includes land development counseling by City planners and a marketing brochure or technical material that provides information on available development incentives.
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Timeframe	• The availability of lot consolidation is ongoing throughout the planning period. • A lot consolidation incentive will be developed within two years of Housing Element adoption. • The inventory of sites and zoning code update will be made available within three-years of Housing Element adoption. • Dedication of staff time and technical assistance is ongoing throughout the planning period.
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2, 3.2, 3.3

Program 9: Countywide Affordable Rental Housing Development Program

This program is administered by the Los Angeles County Development Authority (LACDA). This program provides financial assistance to developments located in cities participating in the Urban County Program, which includes South El Monte. Financial assistance is provided through the provision of "gap" financing in the form of both short- and long-term loans for construction and permanent financing, as well as funds for nonprofit housing developers and HOME-designated Community Housing Development Organization (CHDO) activities. Technical assistance and funding for pre-development activities may also be provided for nonprofit housing developers participating in specific projects. Housing development projects are required to have a minimum of 20% of units set aside for households earning at or less than 50% of the median area income; however, LACDA's policy is to provide the maximum number of affordable units suited to the development and area. LACDA's housing development policy requires that conventional construction and/or permanent financing be incorporated into a project whenever possible, with a recommended one-to-four leveraging ratio. In addition, federal low-income housing tax credits will be applied whenever appropriate. LACDA attempts to utilize all available public/private housing development resources.

The City will advertise the availability of this additional source of funds to support in the development of rental housing. Program availability will be advertised at the public counter, on the City's website, and through the City's newsletter. Further, the City will increase coordination and collaboration with LACDA to promote South El Monte as a City that supports affordable housing development and as an ideal candidate for the allocation of funding for affordable housing.

Objective(s)	• Post program information online, at the counter, and through other communication sources. • Increase Coordination with LACDA with regular contact.
Timeframe	• Information will be posted online and at the counter within one year of Housing Element adoption. • Coordination will be ongoing throughout the planning period.
Responsible Agency	Los Angeles County Community Development Commission, City Housing Program Administrator
Funding Sources	Los Angeles Urban County HOME and CDBG allocations
Relevant Policies	1.3, 2.1, 2.2, 2.3, 4.2

Program 10: Countywide Affordable Home Ownership Program

This program provides funding to low-income households looking to purchase a home through down payment and closing costs assistance. Where appropriate, this program will be used in conjunction with the County's Housing Bond and Mortgage Credit Certificate Programs, which further assist lower-income households in attaining homeownership. The City will advertise program availability at the public counter, on the City's website, and through the City's newsletter and target increasing community member awareness of the program and home ownership opportunities for those in high segregation and poverty and higher need areas.

Objective(s)	• Coordinate with LACDA. • Inform community members of affordable homeownership opportunities through the County programs, raising community awareness of creative ownership models and opportunities by 20%.
Timeframe	Ongoing
Responsible Agency	Los Angeles County Community Development Commission; City Housing Program Administrator
Funding Sources	Los Angeles Urban County HOME allocation
Relevant Policies	1.3, 2.3

Program 11: First-Time Homebuyer Programs

To increase access to mortgage funding for lower-income households and facilitate first-time homeownership opportunities in the City for decent, affordable housing, the City will identify and actively seek potential funding sources to develop a program to assist first time homebuyers in the City, such as through loans and homebuyer education services.

In addition, the Mortgage Credit Certificate (MCC) County Program is a way for the City to further leverage home ownership assistance for lower-income households. The MCC Program offers income-qualified first-time homebuyers a federal income tax credit. The federal credit can reduce potential federal income tax liability, creating additional net spendable income for qualified first-time homebuyers to possibly use toward their monthly mortgage payment. A maximum purchase price is established for homes purchased with the MCC (the vast majority of homes in South El Monte fall well within this price ceiling).

The County of Los Angeles administers the MCC program on behalf of 30 cities and throughout the unincorporated areas of the County. By paying a onetime fee and hosting an annual lender training session, South El Monte continues to be a participating City with the County in implementation of the MCC program. The City will continue participation in the County's program through hosting ongoing annual lender training sessions and will continue to prepare program flyers and include information on the City's website.

Objective(s)	• Continue to participate in MCC program. • Pursue grant funding to develop a program to increase homeownership opportunities in the City.
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Timeframe	• Participation in the MCC program will be ongoing and the City will continue to offer hosting annual lender training sessions throughout the planning period. • The City will seek funding to develop a first-time homebuyer program on an ongoing basis.
Responsible Agency	City Housing Program Administrator; Los Angeles County Community Development Commission
Funding Sources	• Los Angeles County MCCs • First Time Homebuyer Mortgage Assistance (MA) Program will be financed by CalHome funds and supplemented by City General Funds that fund the administrative subcontractor.
Relevant Policies	1.3, 2.3, 4.1

Program 12: Energy Efficiency Program

The City encourages a range of initiatives designed to improve the local environment. Key elements include energy conservation measures, recycling, water conservation, and the use of alternative transit. Additionally, the City has an Energy Efficient Building System Upgrades program which funds the installation of autonomous building platforms, converting public facility buildings (e.g., the City's Community Center and Senior Center) into energy efficient public facilities that provide critical services to residents. The purpose of the Energy Efficient Building System Upgrades program is to create smart and energy efficient public spaces that will provide a better physical environment for City staff and the public and enable the City to create resilient and energy efficient public facilities that can provide critical services to the community during power outages and public safety shut off events. The City is investing \$1.15 million in system upgrades for public facilities in Low Resource areas and has identified three buildings for energy efficient upgrades, including a children's learning center, senior transportation center, and the South El Monte Community center, all located along Central Avenue.

The key elements of this program include the following:

- The City shall permit and encourage the installation of photovoltaic/solar and solar water heating systems on new residential construction consistent with local and state regulations.
- The City will provide brochures and handouts promoting energy conservation from local utility providers at or near the planning counter. In addition, the City's website will continue to be updated to publicize the availability of the various rebate programs and tax incentives that will reduce the cost of installing energy-saving devices.
- The City shall continue to support ongoing programs from SCE and Sempra Energy that promote energy conservation. The programs sponsored by the utility providers include rebates for energy conserving refrigerators, water heaters, and other household appliances.
- The City will review the Zoning Ordinance to ensure that there are no requirements that are overly restrictive concerning the installation of solar panels. The City will then amend the Zoning Ordinance to ensure that solar panels are permitted in all Zone Districts.
- The City will consider reducing processing fees for those building improvements that involve the installation of solar panels.

Objective(s)	• Update City website and continue to hand out promotional materials. • Review and amend Zoning Ordinance. • Commit \$1.15 million to fund Energy Efficient Building System Upgrades, prioritizing public facilities that can provide critical services to the community in Low Resource Areas.
Timeframe	• Ongoing permitting and promotion. • Provide updates to website and review and amend the ordinance by 2025. • Complete Energy Efficient Building System Upgrades by July 2024.
Responsible Agency	City Planning Division
Funding Sources	General Fund
Relevant Policies	2.7, 3.3

Program 13: Water Conservation Program

The San Gabriel Valley Water Company is the local water purveyor that serves the City. The City shall promote water conservation (drought-tolerant landscaping, water conserving plumbing fixtures, etc.) in the review of new development and in the following ways:

- The City will continue to provide informational resources on water conservation through landscaping and xeriscaping in both handouts and on the City's website.
- The City website was recently updated to indicate ways residents may reduce water consumption. This website will be maintained throughout the planning period and updated as appropriate.
- The local water purveyors publish a variety of brochures and information guides to help residents conserve water. The guide and brochures will continue to be distributed at City Hall.

Objective(s)	• Maintain the City's website and update where necessary. • Distribute brochures and information guides at the City's public counter.
Timeframe	• Ongoing maintenance of the City's website throughout the planning period. • Ongoing distribution of brochures throughout the planning period.
Responsible Agency	City Planning Division
Funding Sources	General Fund
Relevant Policies	2.7

Program 14: Fair/Equal Housing Program

This City program is designed to promote equal housing opportunities in South El Monte. The City recognizes the effect that discrimination has in limiting housing choice and equal opportunity in renting, selling, and financing housing. The City offers fair housing information and referrals at the public counter in City Hall and is currently working on providing this information as well as providing links to additional fair housing resources on the City website.

Steps the City will take to affirmatively further fair housing during the 6th Cycle include:

- The City permits SROs in the C-R (Commercial Residential) zone district. To further support the creation of new affordable housing opportunities through the conversion of existing motel properties to Single Room Occupancy (SRO) lodging, the City will amend the Zoning Code to permit SROs in the C (Commercial) zone.
- The City will promote and ensure compliance with housing discrimination laws to ensure that all print and advertisement materials for the sale or rental of housing is compliant with Government Code 12955, which prohibits such materials from indicating a preference or limitation based on a protected classification.
- The City will continue to support and participate in the Regional Analysis of Impediments to Fair Housing Choice in coordination with the Community Development Commission of the County of Los Angeles and the Housing Authority of the County of Los Angeles.
- The City will continue to contract with the Housing Rights Center to provide fair housing services to residents, and refer 100% of residents to the Housing Rights Center who are in need of housing counseling, discrimination investigation and disability accommodation services, including investigating allegations of housing discrimination and helping victims of discrimination enforce their Fair Housing rights, and access to education and outreach programs to learn how they are protected by fair housing laws, how to spot illegal practices, and tenant-landlord rights and obligations.
- Further, the City will administer all programs and activities related to housing and community development in a manner to Affirmatively Further Fair Housing by developing a process that prompts the consideration of fair housing in the decision process. This process could include a requirement to have a statement of fair housing consideration on 100% of staff reports for Planning Commission or some similar method. The consideration of fair housing in all staff reports will bring discourse surrounding fair housing and equity to the forefront of all housing and community development decisions. This will lead to equitable implementation of all City programs and activities to further fair housing through the allocation of resources that will assist vulnerable populations with increased access to opportunity while increasing transparency in the process.

Additionally, the City is committed to conserving and improving community assets through significant place-based actions to affirmatively further fair housing in areas of low resource or areas of high segregation and poverty and higher need. The place-based strategies include targeted investments in neighborhood revitalization, including improving infrastructure, parks, and other community assets, both citywide and in areas of most need, through the following projects:

- **Merced Avenue Greenway Project.** The greenway project is a \$24 million sustainable multi-modal corridor investment with targeted infrastructure improvements along Merced Avenue, located in a Low Resource and High Segregation and Poverty area¹ of the City. This improvement project will

¹ As categorized by TCAC/HCD Opportunity Maps.

address negative impacts from climate change through investments in adaptation measures, such as urban forestry by providing new trees to create shade along the route, and flood prevention measures, such as water capture systems. The planning and design phase of the project has been completed, and the City has secured approximately \$12.8 million in funding to begin construction for the southern half of the project area (Phase I). A majority of the approximately \$11.5 million in funding needed for the northern end (Phase II) of the project has been secured and the City is currently in the grant proposal process to secure the remaining approximate \$3 million in gap funding.

- **Revitalize Rush Street.** In collaboration with ActiveSGV, a local non-profit focused on community events, transit improvements, green infrastructure, and advocacy, the City secured grant funds from the California Air Resources Board (CARB) and invested over \$200,000 for the development of the Rush Street Corridor Enhancement Plan. The plan provides a comprehensive roadmap of recommended improvements to revitalize a large segment of Rush Street between Rosemead Boulevard and Tyler Avenue into a multi-modal complete street, including corridor rehabilitation measures, that will tie together active transportation, complete streets, and safe routes to school elements while enhancing economic vitality throughout the City. The plan's targeted investments are focused on improving community assets, including active transportation through widened sidewalks and protected bike lane, and transportation and street infrastructure in a Low Resource and High Segregation and Poverty area¹. The City has completed the conceptual design plans and is now focused on securing grants to move forward with the designs and planned improvements.
- **Citywide Pedestrian Safety and Street Improvements.** In 2024, the City will invest \$4 million for citywide pedestrian safety and street improvements. The City is prioritizing capital improvement programs to fund this project which will enhance mobility and safe paths of travel for residents, visitors, and businesses throughout the City.
- **Citywide Park Improvements.** The City is focused on conserving and improving parks throughout the City through \$2 million of targeted investments that are estimated to be completed in 2025. The improvements include, but are not limited to, senior center gym equipment, park public restroom renovations, blacktop resurfacing, Civic Center pool facility upgrades and new amenities such as barbeque grills and drinking fountains. These citywide improvements focus on enhancing community assets through targeted investment in areas of most need.
- **Smart City Initiative (Citywide WiFi).** The City will embark on a Smart City Initiative in 2025 which will include a \$200,000 technology infrastructure investment and citywide WiFi to close the digital divide citywide and equitably enhance the access to technology systems throughout the City. The initiative's investments, targeted in areas of most need, focus on expanding access to community meetings and prioritize technology infrastructure improvements. The City is working on the initiative with the San Gabriel Council of Governments for a regional effort focusing on disadvantage communities.

Objective(s)	• Post fair housing information on the City's website. • Provide incentives for motel conversions to SROs and increase opportunities for the development of SROs by amending the Zoning Code to permit SROs in the C (Commercial) zone. • Develop a handout for developers to be made aware of Fair Housing advertisement material compliance. • Support and engage in the Regional Analysis of Impediments to Fair Housing.
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	• Implement a procedure that prompts fair housing administration for 100% of housing and community development decisions. • Invest \$12.8 million to complete Phase I of the Merced Avenue Greenway Project to create a sustainable multi-modal corridor on Merced Avenue. • Secure the remaining grant funds needed for Phase II of the Merced Avenue Greenway Project and invest \$11.5 million for the Northern end of the project (Phase II). • Collaborate with ActiveSGV to secure funding sources for implementation of the Rush Street Corridor Enhancement Plan's design and improvements of bike and transit lanes, bus stops, and widened sidewalks and increased shade in Low Resource and High Segregation and Poverty areas through the City's major east to west corridor. • Invest \$4 million for citywide pedestrian safety and street improvements to enhance mobility and safe paths of travel for residents, visitors, and businesses throughout the City. • Invest \$2 million for citywide park improvements as detailed in the program description, focused on conserving and improving parks throughout the City. • Provide citywide WiFi and a new electric vehicle charging station through the Smart City Initiative to close the digital divide citywide and equitably enhance the access to technology systems throughout the City.
Timeframe	• Ongoing. • Website information to be posted within one year of Housing Element adoption. • Amend the Zoning Code within one year of Housing Element adoption. • Ongoing engagement in the Regional Analysis of Impediments to Fair Housing throughout the planning period and support the update to the Analysis of Impediments every 3 to 5 years as suggested by the Department of Housing and Urban Development. • Develop procedure that prompts fair housing administration by January 2023. • Complete Merced Avenue Greenway Project Phase I improvements by summer 2025 and secure grant funding to begin construction for Phase II by winter 2026. • Collaborate with ActiveSGV to apply for grants and secure funding for implementation of the Rush Street Corridor Enhancement Plan's design and improvements within the planning period. • Complete citywide pedestrian safety and street improvements by winter 2023. • Complete citywide park improvements by winter 2025. • Launch citywide WiFi through the Smart City Initiative and install a new electric vehicle charging station by winter 2025.
Responsible Agency	City Planning Division, City Housing Program Administrator, and Community Services Center (El Monte Office)
Funding Sources	Community Development Department Budget
Relevant Policies	4.1, 4.2

Program 15: Resources for Persons with Physical and Developmental Disabilities

The City will continue to encourage equal access to housing and services to meet the needs of persons with disabilities. The City has an administrative process for the modification of development standards in cases of demonstrable hardships. The City will provide information about the process on the City's website and public counters as well as information on local and regional resources for persons with developmental disabilities. The City will coordinate with the San Gabriel/Pomona Regional Center to advertise resources and programs available to residents. Additionally, the City will promote increased accessibility by connecting developers and residents to resources on design features that are accessible and safe to all people regardless of age, size, ability, or disability.

The City will also continue to fund a citywide Dial-A-Ride program which is a shared transportation service that offers curb-to-curb transportation to residents who are 60 years or older and for those with disabilities of any age, and to youth who participate in the City's Community Services Department youth programs. The service provides transportation to riders to and from any location within the City limits and up to 15 miles outside city limits for medical appointments to help increase overall mobility and access to resources for residents.

Objective(s)	• Process 100% of reasonable accommodation requests received in accordance with the administrative process to increase Fair Housing services and accessible housing opportunities. • Enforce accessibility requirements through development approvals. • Create a webpage that promotes and connects developers and residents to accessibility resources and promote the webpage through media channels. • Provide citywide transportation services through the City's Dial-A-Ride program to 150 residents annually who are 60 years or older, residents with disabilities, or youth who participate in the City's youth programs.
Timeframe	• Process requests for reasonable accommodations throughout the planning period. • Ongoing enforcement of requirements throughout the planning period. • Post webpage and handout materials at the counter and promote through median channels within 3-years of Housing Element adoption. • Provide ongoing citywide Dial-A-Ride program services throughout the planning period.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	4.1, 4.2, 4.3

Program 16: Developer Coordination and Information Program

The City will proactively encourage and facilitate the development of affordable housing for lower-income households, particularly those with extremely low-income (ELI), special needs including large households, seniors, and households with disabilities, including developmental disabilities. The City will actively work with the development community to identify ways that lower-income housing may be provided. The City will educate developers as to how density bonus regulations could be used to facilitate the development of affordable housing, including those for extremely low income, very low income, and low-income households. Another outreach effort will inform the development community and property owners as to development opportunities for SRO developments and second units.

As part of the developer outreach program, the City will annually develop marketing materials that highlight investment opportunity sites and active development investment sites throughout the City. The marketing materials will include two digital brochures that provide a detailed site by site visual and informational overview of targeted investment opportunity sites and active investment sites throughout the City. The digital brochure for active development investments will be developed with visual renderings, site locations and project descriptors for office, commercial, residential, and mixed-use projects to highlight the upcoming opportunities in the City and the volume of redevelopment projects and investments already occurring throughout the community.

The second digital marketing brochure will focus on highlighting targeted investment opportunity sites. Each key opportunity site in the brochure will have a dedicated page with an image of the existing site conditions and location, the site address, site size, zoning/use opportunities, existing use, and the investment company or property owner's name and contact information. Where possible, the opportunity sites will feature adjacent lots that could be consolidated into larger sites or highlight key sites identified in the Sites Inventory. The opportunity sites will feature vacant sites, where available, and underutilized sites that are prime for mixed-use and commercial redevelopment with a focus on sites in key business corridors and in areas of High Segregation and Poverty (as categorized by TCAC/HCD Opportunity Map) including Rosemead Boulevard, Santa Anita Avenue, Peck Road, Chico Avenue, Portrero Avenue, Rush Street, Fawcett Avenue and Garvey Avenue to encourage community revitalization in areas of high segregation and poverty and higher need through new residential development and commercial/industrial investment that encourage a balance of new housing production and employment opportunities. The City will annually update both digital marketing brochures and include a minimum of 15 targeted investment sites, make the resources readily available on the City's economic development webpage, and actively promote them to all developers and investors who are interested in residential development opportunities or in starting or relocating their businesses to the City and provide them with the investment company or property owner's contact information of key opportunity sites in the digital brochures.

Additionally, the City will maintain information on the City's website that is applicable for housing development project proposal requirements, including a current schedule of fees, exactions, applicable affordability requirements, all zoning ordinances, development standards, and annual fee reports or other relevant financial reports. The City will develop a checklist for their website that developers may use to determine what materials are needed to accompany a development proposal application. **(AB 1483, 2019)** Further, the City will ensure the development community is aware of replacement unit requirements, relocation assistance requirements, and fair housing requirements to prevent displacement and discrimination by enforcement of relevant regulations. The City will work with the development community to enforce replacement requirements for 100% of applicable projects to protect tenants from displacement risk and accommodate the housing needs of lower-income households.

Objective(s)	• Provide technical assistance through education to inform developers as to how density bonus regulations could be used to facilitate the development of affordable housing and of opportunities for SRO developments and second units. • Develop and post relevant development checklist of materials and other information as detailed above on the City's website. • Post information to raise awareness of replacement and relocation assistance requirements on City's website. • Develop two digital brochures that highlight a minimum of 15 active development investment sites throughout the City and targeted investment opportunity sites along key business corridors as described in the program details, to be updated annually and actively promoted to developers and investors in-person and made readily available on the City's economic development webpage.
Timeframe	• Ongoing technical assistance through education and coordination with developers throughout the planning period. • Post information within 2 years of Housing Element Adoption. • Development investment opportunities brochures to be updated annually at fiscal year-end and actively promoted throughout the planning period.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.2, 3.1, 3.3, 4.1, 4.2

Program 17: Housing Education Campaign

The City will work with the public, developers, relevant agencies, and organizations to foster citywide discussions on housing supply, affordability, and Fair Housing. The City will develop a webpage that details information related to the City's housing supply, housing need, where opportunities exist, links to Fair Housing resources, as well as other relevant information. This information can help residents understand where challenges and solutions exist and can demonstrate to potential developers that the City welcomes new housing development.

Because the City does not currently have any areas identified as High or Highest Resource (as categorized by TCAC/HCD Opportunity Maps), the City will promote and direct affordable housing development inquiries to sites in areas where the City has committed to significant place-based strategies, such as robust community investments and revitalization projects (see details in Program 14). Through this strategy, the City will enhance access to higher resource areas by removing barriers to housing in areas with planned investments that will increased access to opportunity and create new opportunities for upward housing mobility. Additionally, for all new affordable and mixed-income multifamily residential development using a density bonus or other housing incentives programs, the City will require developers and property owners to develop strategies on how they will target outreach to minority groups in their local community that are least likely to apply for housing opportunities, through Affirmative Fair Housing Marketing Plans (AFHMP).

AFHMPs will be required to consider regional housing registries and ensure marketing materials for new developments are designed to attract renters and buyers of diverse demographics, including persons of any race, ethnicity, income, disability, and familial status. AFHMPs will require that marketing materials target diverse residents citywide. The City will also embrace technological solutions to community engagement to capture a wide audience in planning efforts. This will include, posting links to housing information on social media, on the City's website, and sending out email updates to the City's listserv.

Objective(s)	• Develop a webpage with relevant information to raise developer and community awareness on housing needs and available resources. • Direct affordable housing development to areas with planned investments to create upward housing mobility into areas transitioning to higher opportunity. • Develop guidance for AFHMPs for new, multifamily residential property owners and developers.
Timeframe	• Within 2 years of Housing Element adoption. • Ongoing technical assistance with developers and property throughout the planning period.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	3.3, 4.3

Program 18: Homeowner Assistance Programs

Where funding is available, the City offers rehabilitation assistance to lower- and moderate-income households. The City has been operating as a housing program administrator of CalHome funds since 2010 and has used these CalHome grants to support the rehabilitation of 56 units in South El Monte. The City will continue to actively seek funding for Homeowner Assistance Programs and to allocate awarded funding accordingly.

Specifically, the City will provide eligible and qualified borrowers with 30-year, deferred-payment loans through an Owner-Occupied Rehabilitation (OOR) program. The program will aim to preserve the quality and value of the City's housing stock by assisting extremely low-, very low-, and lower-income homeowners with a loan for home improvement in order to rehabilitate their home. Funding awarded for this program will be dedicated to the rehabilitation of housing for lower-income households (including extremely low- and very low- income households) and is anticipated to serve a total of 20 units. Funding for the program will be contingent upon funding awarded to the City by CalHome in the amount of \$1,000,000.

Objective(s)	• Seek out and apply for funding opportunities for Homeowner Rehabilitation Assistance. • Serve a total of 20 to 40 units through the OOR Rehabilitation Program.
Timeframe	• Apply for additional funding opportunities annually, where available. • The OOR program is ongoing and will continue based on remaining funds.

Responsible Agency	City Planning Division
Funding Sources	• Community Development Department Budget • OOR program will be financed by a \$1,000,000 CalHome grant awarded to the City and supplemented by City General Funds that provide in-kind staff time to administer the OOR Program.
Relevant Policies	1.3, 2.1, 2.2, 2.6, 2.7, 4.2

Program 19: Code Enforcement Program

The City's Code Enforcement Division is tasked with promoting property maintenance for the elimination of blighted conditions and ensuring compliance with all City Zoning Code requirements. The City will coordinate Code Enforcement efforts with rehabilitation assistance through the City's Owner-Occupied Rehabilitation (OOR) program, where funding is available, to connect lower- and moderate-income households with assistance to address code compliance issues and to bring homes into compliance. Further, the City will target 100 percent of homeowner rehabilitation assistance through the OOR program to households with incomes at or below 80 percent of the area median income (AMI) and serve an anticipated total of 20 households in need of rehabilitation assistance located in low resource or areas of high segregation and poverty and higher need. Additionally, the City will connect residents with information on energy conservation strategies and techniques that can be taken during rehabilitation.

Objective(s)	Coordinate distribution of Homeowner Rehabilitation Assistance/ OOR Rehabilitation Program funding with code enforcement case data to assist eligible households with incomes at or below 80 percent of the AMI and serve an anticipated total of 20 households through the OOR program that are in need of rehabilitation assistance located in low resource or areas of high segregation and poverty and higher need.
Timeframe	Coordinate with Code Enforcement Division on a quarterly basis to identify opportunities to connect residents to resources and eligible households to available funding and ongoing assistance through the OOR program until program funds are expended.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	2.1, 2.2, 2.4, 2.6, 2.7

Program 20: Replacement Housing Program

The City will mandate replacement requirements consistent with State law for sites identified in the Sites Inventory that currently have residential uses, or within the past five years have had residential uses that have been vacated or demolished, that are or were subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low or very low income, subject to any other form of rent or price control, or occupied by low- or very low income households. When the legislation sunsets, the City will reevaluate the appropriateness of this program. **(SB 330, 2019)**

Objective(s)	• Develop a system for tracking all development proposals on sites identified in the inventory and develop a system for ensuring developer compliance with replacement requirements. • Enforce replacement requirements in accordance with Government Code Section 66300 for 100% of all applicable projects.
Timeframe	Upon Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 2.1, 4.2, 4.3

Program 21: Assist in Development of Housing

The City will proactively encourage and facilitate the development of affordable housing for lower-income households, particularly those with extremely low-incomes (ELI), special housing needs including large households, older adults, and households with persons who have disabilities including developmental disabilities, and farmworkers through the following methods:

- Provide financial or regulatory incentives to developers.
- Reduce, waive, or defer impact fees for affordable housing development.
- Conduct bi-annual outreach to affordable housing developers to assist the development of housing affordable to extremely low-, very low- and low-income households and assisting in with applications for State and federal funds.

In addition to the new housing opportunity actions listed above, the City will take place-based action through targeted investment focused on community revitalization of Low Resource areas and areas of high segregation and poverty and higher need and encourage development of sites in the Sites Inventory identified for lower-income housing. Specifically, the City was awarded grant funds by the California Department of Transportation (Caltrans) and invested \$340,000 to complete the Rosemead Boulevard Corridor Enhancement Plan, a multi-modal/complete streets and corridor rehabilitation. Rosemead Boulevard is one of the City's main north-south corridors providing bus connections, and access to Whittier Narrows Park, Rio Hondo Trail, and Lashbrook Park. However, the street currently has no bike facilities and only provides isolated sidewalk segments, which presents a safety hazard and limits cyclists and pedestrian access. The Rosemead Boulevard Corridor Enhancement Plan therefore identifies opportunities to enhance the corridor to better support residents and businesses, set the stage for the future development, enhance safety and create a lively and connected street for neighbors and visitors to stop, walk, bike, and shop. Additionally, corridor enhancements will link residents in the City to the neighboring City of Pico Rivera, the project area, park space and regional bicycle paths.

The City has completed the conceptual design plans and is now focused on securing grants to move forward with the designs and planned improvements. Through infrastructure and transportation improvements along Rosemead Boulevard, the project will enhance safety and better support residents and businesses, and improve future conditions for sites identified in the Sites Inventory (Appendix E) that are on, or adjacent to, Rosemead Boulevard. Rosemead Boulevard is one of the City's main north-south corridors located in an Opportunity Zone,² which further provides tax incentives for investment in designated census tracts.

² Established by the Tax Cuts and Jobs Act of 2017.

Similarly, the City is implementing the Santa Anita Avenue Complete Streets Revitalization project, a geographically targeted place-based strategy focused on community and neighborhood revitalization. Through a 7.3-million-dollar investment, the City will improve infrastructure, transportation, safety, and other community amenities in a Low Resource area and improve future conditions for rezone sites identified in the Sites Inventory (Appendix E) that are on or adjacent to the project corridor.

Further, the City will assist in the development of housing for those with special housing needs. To do so, the City will amend the zoning code to permit a variety of housing types consistent with State law, which includes the following:

- Zoning Code Amendment to calculate Emergency Shelter parking requirements based on the demonstrated need to accommodate staff. **(AB 139, 2019)**
- Zoning Code Amendment to ensure compliance with all applicable requirements related to employee and farmworker housing in accordance with the Health and Safety Code Sections 17021.5 and 17021.6 and the Employee Housing Act.
- Zoning Code Amendment to allow supportive housing by-right in residential zones that permit multifamily uses and mixed uses zones that allow residential uses. **(AB 2162, 2019)**

Objective(s)	• Provide financial or regulatory incentives to developers, such as reductions in site development standards. • Provide for the reduction, waiver, or deferral of impact fees for affordable housing development. • Bi-annually conduct outreach to affordable housing developers through methods such as public-private partnerships that assist applicants with state and federal grant applications. • Amend the Zoning Code to assist in the development of housing for those with special housing needs and to comply with State law. • Apply for grants and secure funding for transportation and infrastructure improvements along Rosemead Boulevard as part of the Rosemead Boulevard Corridor Enhancement Plan, and complete targeted investments in neighborhood revitalization as part of the 7.3-million-dollar Santa Anita Avenue Complete Streets Revitalization project to improve conditions in Low Resource areas and areas of high segregation and poverty and higher need and encourage development of sites in Sites Inventory identified for lower-income housing.
Timeframe	• Within one year of Housing Element adoption. • Apply for grants and secure funding for transportation and infrastructure improvements along Rosemead Boulevard within the planning period. • Complete the Santa Anita Avenue Complete Streets Revitalization project by spring 2026.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2, 4.1

Program 22: Low Barrier Navigation Centers

Low-Barrier Navigation Centers are housing first, low-barrier, service-enriched shelters focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. The City will amend the zoning code to permit the development of Low Barrier Navigation Centers as a use by-right, without requiring a discretionary action, in mixed-use and non-residential zones that permit residential uses. **(AB 101, 2019)**

Objective(s)	Amend the Zoning Code.
Timeframe	Within one year of Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2

Program 23: Objective Design Standards

The City will increase transparency and certainty in the development process through objective design standards. Any new design standards developed and imposed by the City shall be objective without involvement of personal or subjective judgement by a public official and shall be uniformly verifiable by reference to the City's regulations. **(SB 330, 2019)**

Objective(s)	Monitor any new design standards for development to ensure they are objective.
Timeframe	Ongoing throughout the planning period, as new design standards are being drafted.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.2, 1.5, 3.1

Program 24: No Net Loss

The City will monitor development activity, proposed rezones, and identified capacity to ensure adequate remaining capacity is available to meet any remaining unmet share of the RHNA for all income levels throughout the entirety of the planning cycle, consistent with no-net-loss requirements. If at any time during the planning period, a development project results in fewer units by income category than identified in the sites inventory (**Appendix E**) for that parcel and the City cannot find that the remaining sites in the housing element are adequate to accommodate the remaining RHNA by income level, the City will within 180 days identify and make available additional adequate sites to accommodate the remaining RHNA. **(SB 166, 2017)**

Objective(s)	Monitor all development activity, proposed rezones, and identified capacity as it compares to the remaining RHNA target throughout the cycle.
Timeframe	Ongoing throughout the planning period and make additional sites available within 180 days in the event that a capacity shortfall occurs.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.5

Program 25: Annual Progress Reports

The City will continue to report annually on the City's progress toward its 8-year RHNA housing production targets and toward the implementation of the programs identified in the Housing Element. Further, the City will identify and prioritize State and local surplus lands available for housing development affordable to lower-income households and report on these lands annually through the Housing Element Annual Progress Reports. **(AB 1255, 2019; AB 1486, 2019; AB 879, 2017)**

Objective(s)	• Report annually on progress made toward the Housing Element. • Report annually on Housing Element progress to the City Council.
Timeframe	Annually
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1

Program 26: Mobile Home Program

The City will enforce mobile home park replacement and relocation requirements in accordance with Government Code (65863.7). Additionally, the City will amend the Zoning Code to clarify that manufactured housing is treated as a single-family dwelling and is permitted in the same zones and same manner as other single-family structures.

Objective(s)	• Enforce existing mobile home park replacement and relocation requirements. • Amend the Zoning Code to permit manufactured housing as single-family housing.
Timeframe	• Ongoing enforcement of mobile home park replacement and relocation requirements throughout the planning period. • Amend the Zoning Code by 2024.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.5, 4.2, 4.3

Program 27: Priority Service

The City will coordinate with the water and sewer providers to ensure that proposed developments which include housing affordable to lower income households are prioritized for the provision of water and sewer services. The City will provide a copy of the updated Housing Element and assist with the identification of sites for prioritization of services through updates to the Water and Sewer System Master Plans.

Objective(s)	• Submit adopted Housing Element to local water and sewer providers. • Work with the local water and sewer providers to ensure that adopted policies prioritize water and sewer allocation for affordable housing development.
Timeframe	Within 6 months of Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.4, 3.3, 4.2

Program 28: Affordable Housing Streamlining

To assist in the development of housing for extremely low-, very low-, low-, and moderate-income households, the City provides an affordable housing streamlined approval process in accordance with State requirements for qualifying development proposals that provide affordable units under SB 35 streamlining. The City annually reports on affordable housing streamlining applications in the Housing Element Annual Progress Report. The City will revise their internal staff permitting procedures to ensure that staff has clear procedures for responding to proposals for SB 35 streamlining and for prioritizing qualifying SB 35 housing developments consistent with State law.

Objective(s)	• Process proposals for SB 35 permit streamlining consistent with state law. • Develop internal staff procedures to assist staff in responding to SB 35 proposals and permit streamlining.
Timeframe	• Ongoing SB 35 processing throughout the Housing Element planning period. • Develop staff assistance materials within one-year of Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.2 and 1.4

City of South El Monte

6th Cycle Housing Element Update

Appendices



Appendix A: 5th Cycle Review

Appendix B: Needs Assessment

Appendix C: Constraints and Zoning Analysis

Appendix D: Affirmatively Further Fair Housing

Appendix E: Sites Analysis and Inventory

Appendix F: Community Engagement Summary

Appendix A: 5th Cycle Review

For the 5th Cycle Housing Element (2014–2021), the City of South El Monte (City) committed to specific programs to address the comprehensive housing needs of the City and to help achieve the goals identified in the 5th Cycle Housing Element. This appendix to the City's 6th Cycle Housing Element evaluates progress made toward the goals and actions of the 5th Cycle Housing Element and is used as a foundation to inform the programs of the 6th Cycle Housing Element (2021–2029), tailored to meet this 6th Cycle's housing needs.

California Government Code Section 65588(a) requires each jurisdiction to regularly review its Housing Element and evaluate the following:

- The progress in implementation of the Housing Element
- The effectiveness of the Housing Element programs in progress toward achieving the housing goals and objectives
- The appropriateness of the housing goals, objectives, and policies, and in contributing to the attainment of the State housing goal

This evaluation provides information on the extent to which programs have achieved stated objectives, and whether these programs continue to be relevant to addressing current and future housing needs in the City. The success of a program toward achieving the 5th Cycle goals is the basis for the goals, policies, and programs, and the establishment of objectives provided in the 6th Cycle. **Table 1** lists each program from the 2014–2021 Housing Element, and identifies the program's progress, effectiveness, and appropriateness. The goals, policies, and programs of the 6th Cycle Housing Element are reflective of the program effectiveness as determined by this evaluation.

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
Housing Element Policy 1.1. The City of South El Monte shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single-family units, moderate- to higher-density single-family attached units, and multiple-family units.	PROGRAM 1: ADEQUATE SITES Adequate Sites to Meet 2014–2021 Regional Housing Needs Assessment (RHNA): The City of South El Monte has a remaining RHNA of 61 units for the 2014–2021 RHNA period after credits for permitted or approved units are taken into consideration. The residential sites inventory to address the current RHNA consists of close to five acres of vacant land. The capacity on identified sites in addition to estimated ADU production yields at least 139 new units. The City will maintain an inventory of available sites for residential development and provide it to prospective residential developers upon request. The City is not responsible for the actual construction of these units. The City is, however, responsible for creating a regulatory environment in which the private market could build these units. This includes the creation, adoption, and implementation of policies, zoning and development standards, and/or incentives to encourage the construction of various types of units. Consistent with Government Code Section 65863, the City will ensure that its Housing Element inventory can accommodate its share of the RHNA by income level throughout the planning period. If the City approves a housing project at a lower density or with fewer units by income category than identified in the housing element, it must quantify at the time of approval the remaining unmet housing need at each income level and determine whether there is sufficient capacity to meet that need. If not, the City must “identify and make available” additional adequate sites to accommodate the jurisdiction’s share of housing need by	Progress: Based on the 2019 Annual Progress Report, the City has issued permits for 20 low-income units and 148 above-moderate-income units for the 5th Cycle housing period. There are 43 very-low-income, 5 low-income, and 27 moderate-income units remaining. With regards to the amendments to the Zoning Code, Chapter 17.15.030 codifies a minimum residential density of 20 dwelling units per acre, and Ordinance 1243 (adopted April 28, 2020) establishes the Santa Anita Corridor Overlay Zone and the following standards identified in Program 1. Additionally, the City maintains an inventory of sites on the City’s website. Effectiveness: The City has successfully maintained adequate capacity to meet its remaining RHNA target. This information is publicly available on the City’s website. Appropriateness: Revise and continue. The Housing Element’s Sites Inventory addresses the 2021–2029 RHNA at all income levels. The City will provide the Sites Inventory on its website and comply with regulatory requirements to ensure there is adequate capacity throughout the entirety of the 2021–2029 planning period. Remaining capacity to meet all income levels will be tracked and compared to the remaining RHNA target throughout the 6th Cycle.

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	income level within 180 days of approving the reduced-density project. The City will comply with this requirement. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Division <i>Implementation Schedule:</i> Ongoing	
Housing Element Policy 1.2. The City of South El Monte shall provide for residential infill along Garvey Avenue and Santa Anita Avenue through designation as Commercial and Residential Mixed-Use.	PROGRAM 2: IMPLEMENTATION OF MIXED USE (C-R) ZONE The City permits mixed-use development in the C-R (Commercial Residential) zone district. The C-R zone designation allows stand-alone infill residential development as well as traditional mixed-use development where commercial uses and residential uses are located in the same structure. The concept encourages transition of underutilized commercial and industrial properties that are a direct result of the “over-zoning” that resulted in extensive amounts of strip development. The City will continue to monitor the C-R development standards to ensure that it effectively promotes mixed-use developments and a variety of housing types, including housing for lower-income households and special needs populations. The development standards for density (35 to 100 units per acre), parking, height (at least 3-4 stories), and lot coverage requirements will facilitate the maximum allowable densities. The City will annually evaluate the effectiveness of the C-R zone in encouraging the maximum allowable densities along with a variety of housing types. The City will identify additional areas of the City to apply the Mixed Use/C-R designation and zone and pursue rezoning. This rezoning is to expand opportunities for residential and	Progress: Ordinance 1240 (adopted January 9, 2018) amended Chapter 17.15 of the Municipal Code to establish a minimum residential density for all new residential development. According to the 2014–2021 Housing Element, since January 1, 2018, one project has been submitted for entitlements that was for pure residential. No extensive constraints to development in this area have been identified. Effectiveness: The program was effective in setting attainable Zoning Code revisions. The City will continue to evaluate the C-R zone to ensure that the C-R zone development standards do not constrain the potential for developing housing. Appropriateness: Revise and continue. Modify the implementation schedule and process for evaluating constraints to residential mixed-use developments. Note: Recommendations for additional areas of the City to apply the Mixed Use/C-R designation and zone and pursue rezoning will be assessed after the Sites Inventory analysis has been completed and the City’s capacity for adequate sites in the 6th Cycle Housing Element has been evaluated.

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	mixed-use development and is not part of an adequate sites program. The City will conduct a review of the C-R zone to ensure that the C-R zone development standards do not constrain the potential for developing housing, meeting maximum densities and that zoning standards for the sites ensure continued adequate capacity to meet the City’s RHNA goals. Any identified impediments will be addressed within 6 months of the review. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> Planning Division <i>Implementation Schedule:</i> Ongoing; Review of C-R zone development standards by June 2020 and any identified revisions needed to be completed within 6 months.	
	PROGRAM 3: ZONING ORDINANCE AMENDMENTS TO REMOVE CONSTRAINTS The City will undertake focused updates of the zoning ordinance to conform to State law and to remove governmental and non-governmental constraints on the development of housing, specifically the lack of housing affordable to lower-income households. The following actions will be undertaken: • Update the City’s Accessory Dwelling Unit provisions to reflect the most recent updates to the State’s accessory dwelling unit laws • Zoning Code revisions to ensure compliance with all applicable requirements related to the Employee Housing Act and AB 2162 (Supportive Housing Streamlining Act)	Progress: • Ordinance 1242 (adopted January 1, 2020) amended Chapter 17.38, Accessory Dwelling Units, of the Municipal Code to conform with amended Government Code Sections 65852.2 and 65852.22 that regulates accessory dwelling units. • A Zoning Code revision is needed to ensure compliance with Assembly Bill (AB) 2162. Currently, the C-R zone will need to be revised to permit supportive housing by-right. • The Density Bonus Law in Chapter 17.83 of the Municipal Code was current as of 2014, but will need to be amended per the latest updates through AB 2345 (approved September 28, 2020).

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	• Zoning Code revisions to ensure compliance with the most recent updates to the State’s density bonus law • Zoning Code revisions to clarify the permitting and siting of group care facilities for 7 or more persons • Zoning Code revisions to ensure compliance with AB 101 which requires that a Low Barrier Navigation Center (LBNC) be a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses if it meets specified requirements. • Zoning Code revisions to establish a streamlining process for qualifying SB 35 housing developments consistent with State law. • An evaluation of residential parking standards for multi-family residential uses in all zones where that use is allowed will be undertaken. The City will make any necessary Zoning Code revisions to ensure that parking standards for multi-family housing do not pose a constraint to the development of housing. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> Planning Division <i>Implementation Schedule:</i> The Zoning Ordinance revisions will be initiated at the start of 2020. Revisions will be completed by December 2020.	• A Zoning Code revision is needed to clarify the permitting and siting of group care facilities for 7 or more persons during the planning period. • The C-R zone needs to be brought into compliance with AB 101. Because it is a mixed-use zone, “Low Barrier Navigation Center” should be permitted by-right and added as a definition to Chapter 17.04. • The City does review applications for Senate Bill (SB) 35 streamlining. The City will also need to incorporate AB 831, and modifications and clarifications to SB 35. • Updates to the residential parking standards for multi-family uses are needed. Effectiveness: The City has implemented one of the identified actions involving revisions to the Zoning Code. Although this program has not achieved all the anticipated actions, this program will be necessary to continue to respond to necessary changes. Appropriateness: Revise and continue. Continue actions to revise the Zoning Code to incentivize housing production at all income levels and to ensure consistency with State legislation. Move the text regarding accessory dwelling unit (ADU) provisions to Program 5 of the 6th Cycle Housing Element.
Housing Element Policy 2.5. The City of South El Monte shall work to alleviate unit overcrowding by permitting owners to add bedrooms, bath, and additional living areas in homes and encouraging	PROGRAM 4: ACCESSORY DWELLING UNIT PROGRAM A primary objective of this program is to promote the development of housing units for lower-income persons or households. The City permits the development of an additional accessory dwelling unit (ADU) consistent with State law. The City will waive application fees for property owner agreeing to an affordability covenant that would place an affordability restriction on the new units for a given period.	Progress: Ordinance 1242 (adopted January 1, 2020) amended Chapter 17.38, Accessory Dwelling Units, of the Municipal Code to conform with amended Government Code Sections 65852.2 and 65852.22 that regulate ADUs. From 2016 through 2019, 13 ADU applications were approved. On October 27, 2020, the City Council adopted Resolution No. 20-118, authorizing the City Manager to apply for the

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
development of accessory dwelling units.	City staff will take a proactive role in advancing this policy to existing property owners through information outreach during the development process. <i>Source of Funding:</i> Department budget <i>2014-2021 Program Objectives:</i> Five (5) accessory dwelling units annually <i>Agency Responsible for Implementation:</i> Planning Division. <i>Implementation Schedule:</i> Ongoing. Information about accessory dwelling unit development and potential fee waivers will be posted on the City’s website by the end of 2019.	California Department of Housing and Community Development’s CalHome Grant Program in the amount of \$1,100,000 for a new ADU and junior accessor dwelling unit (JADU) program for the development of ADUs. Specifically, the ADU/JADU program will provide eligible and qualified borrowers with a 30-year, deferred-payment ADU/JADU loan. The City anticipates serving a total of 20 units. Effectiveness: The program is effective in promoting the development of ADUs, and it is anticipated that ADU development trends will continue upward. Appropriateness: Continue. Modify to include the latest legislation (AB 3182, AB 68, AB 881, AB 587, AB 670, and AB 671). Add new ADU/JADU program pending funding the City receives for the CalHome Grant.
	PROGRAM 5: HOUSING CHOICE VOUCHER PROGRAM An important element of the City’s strategy in providing housing opportunities for extremely low income and low-income households is the Housing Choice Voucher Program, a federally funded rental program that assists very low-income families, elderly, and disabled households. Decent, safe, and sanitary housing units are provided to households through rental vouchers. Participants may find their own housing including single-family homes, townhouse, and apartments. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City of South El Monte has approximately 20 residents who currently participate in this program.	Progress: The City continues to support Baldwin Park Housing Authority with the 20 vouchers. Effectiveness: The program is effective in maintaining the housing choice vouchers for approximately 20 residents. Appropriateness: Continue.

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	<i>Source of Funding:</i> Baldwin Park Housing Authority Housing Choice Voucher Program <i>2014-2021 Program Objectives:</i> Continue to support the provision of 20 vouchers <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Department <i>Implementation Schedule:</i> Ongoing	
Housing Element Policy 1.4. The City of South El Monte shall coordinate with the Los Angeles County Community Development Commission to take advantage of Federal, state, and local funds available for affordable housing in South El Monte.	PROGRAM 6: IDENTIFICATION OF AFFORDABLE HOUSING FUNDING SOURCES Under this program, the City will proactively continue to pursue available funding sources to assist in the development of lower income, including extremely low-income, housing. The City will continue to apply for State and Federal assistance including, but not limited to, CDBG and HOME funding. The City will also actively work with the development community to identify ways that lower-income housing may be provided. The City will educate developers as to how density bonus regulations could be used to facilitate the development of affordable housing, including those for extremely low-income, very low-income, and low-income households. Another outreach effort will inform the development community and property owners as to development opportunities for SRO developments and second units. To address the need for home rehabilitation resources, the City will prioritize identification of new funding sources to fund the City's Owner-Occupied Rehabilitation Program which is dormant due to lack of funding. The program provided a minimum loan amount of \$25,000 for qualified home rehabilitation and was secured through a Deed of Trust.	Progress: On October 27, 2020, the City Council adopted Resolution No. 20-118, authorizing the City Manager to apply for the California Department of Housing and Community Development's CalHome Grant Program in the amount of \$3,300,000 to help owner-occupied units with home repairs (\$1,000,000), to assist in the development of the new ADU and JADU program for the development of ADUs (\$1,100,000), and to fund resources for the first-time homebuyer program (\$1,200,000 Mortgage Assistance). In the same year (2020), the City, in a collaborative effort with El Monte and Baldwin Park, was awarded \$1,070,000 through Measure H for funding affordable housing and services to combat homelessness. The City's website does not clearly identify housing information, such as density bonus regulations, for developers. Effectiveness: The program is effective in the pursuit of affordable housing funding sources. Staff has applied for grants to assist in home rehabilitation, ADU production, and the first-time homebuyer's program. Efforts to conduct outreach to incentivize the production of single-room-occupancy units or utilization of the density bonus program have not been reported.

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	<i>Source of Funding:</i> General Funds for the staff time (grant applications and preparation of promotional materials) <i>2014-2021 Program Objectives:</i> 2 Funding Applications per Year <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Department <i>Implementation Schedule:</i> Ongoing	Appropriateness: Revise and continue. This has been divided into programs related to the pursuit of funding, the allocation of funding if it is awarded, and developer coordination. Relevant programs of the Housing Element are as follows: Program 5 focuses on ADU grant efforts, and Programs 11 and 18 pertain to homeowner and homebuyer programs. A program related to coordination with the development community and providing educational resources are included in Programs 17 and 18.
Housing Element Policy 1.1. The City of South El Monte shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single-family units, moderate- to higher-density single-family attached units and multiple-family units.	PROGRAM 7: LOT CONSOLIDATION PROGRAM In the absence of redevelopment, the City has limited options to assemble individual privately-owned properties for new larger developments. As a result, the City is required to rely solely on the private market to accomplish a consolidation of lots. This program is an ongoing program that recognizes the importance of public-private partnerships in assembling and redeveloping infill parcels. As part of this program the City will: • Maintain an inventory of potential sites to provide developers with information regarding development incentives for affordable units. • Identify development opportunities, explore and establish concessions and incentives beyond density bonus law as part of the zoning code update, and allocate financial resources to facilitate lot consolidation. • Facilitate the assembly and recycling of underutilized properties for new affordable housing construction through technical assistance to developers and property owners. Technical assistance includes land development counseling by City planners and a marketing brochure or technical material that	Progress: An inventory of potential sites to provide developers with information about development incentives is not available online. Additionally, there is not a marketing brochure or information regarding development incentives on the City’s website. As of January 1, 2018, no lot consolidation applications have been submitted, although there have previously been several lot consolidations in the City. Chapter 16.26 of the Municipal Code provides process guidance for lot mergers. Effectiveness: There has not been any developer interest in lot consolidation since the adoption of the 5th Cycle Housing Element. Lot mergers are offered under the regulations for subdivisions. Appropriateness: Revise and continue. Maintaining an inventory of sites where lot consolidation can occur can be combined with Program 1 to maintain an inventory of adequate sites. Consider additional incentives to combine the Lot Consolidation Program with the Density Bonus Program. Expand this program for use by dense, multi-family and mixed-use developments.

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	provides information on available development incentives. <i>Source of Funding:</i> Department budget <i>2014-2021 Program Objectives:</i> 3 Lot Consolidations per year <i>Agency Responsible for Implementation:</i> Planning Division <i>Implementation Schedule:</i> On-going; brochure or technical assistance material to be created by June 2020.	
Housing Element Policy 1.4. The City of South El Monte shall coordinate with the Los Angeles County Community Development Commission to take advantage of Federal, state, and local funds available for affordable housing in South El Monte.	PROGRAM 8: COUNTYWIDE AFFORDABLE RENTAL HOUSING DEVELOPMENT PROGRAM This program is administered by the Los Angeles County Community Development Commission (CDC). This program provides financial assistance to developments located in cities participating in the Urban County Program, which includes South El Monte. Financial assistance is provided through the provision of "gap" financing in the form of both short- and long-term loans for construction and permanent financing, as well as funds for nonprofit housing developers and HOME-designated Community Housing Development Organization (CHDO) activities. Technical assistance and funding for pre-development activities may also be provided for nonprofit housing developers participating in specific projects. Housing development projects are required to have a minimum of 20% of units set aside for households earning at or less than 50% of the median area income; however, the CDC's policy is to provide the maximum number of affordable units suited to the development and area. The CDC's housing development policy requires that conventional construction and/or permanent financing be incorporated into a project whenever possible, with a recommended one-to-four	Progress: Based on the 2016-2019 Annual Progress Reports, the City issued building permits for two single-family rental units for above-moderate income. No affordable renter-occupied housing was permitted from 2016–2019. Effectiveness: This is a Countywide program, and although the City's participation has not resulted in the development of any affordable housing, the City can continue to coordinate with the Los Angeles County Community Development Commission (CDC) to identify opportunities for gap funding and development interest in the City. Appropriateness: Revise and continue. This program can focus on coordination with the County of Los Angeles (County) to focus resources in South El Monte and to better connect interested developers with development opportunities in the City.

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	leveraging ratio. In addition, federal low-income housing tax credits will be applied whenever appropriate. The CDC attempts to utilize all available public/private housing development resources. The City will advertise the availability of this additional source of funds to support in the development of rental housing. Program availability will be advertised at the public counter, on the City's website, and through the City's newsletter. <i>Source of Funding:</i> Los Angeles Urban County HOME and CDBG allocations <i>Agency Responsible for Implementation:</i> Los Angeles County Community Development Commission, City Housing Program Administrator <i>Implementation Schedule:</i> Ongoing	
Housing Element Policy 2.3. The City of South El Monte shall work to increase the rate of home ownership in the community and stabilize neighborhoods by encouraging low- and moderate-income households to become first-time home buyers.	PROGRAM 9: COUNTYWIDE AFFORDABLE HOMEOWNERSHIP OPPORTUNITIES (HOP) PROGRAM This program provides funding in the form of second mortgages to increase home ownership units that are affordable to low- and moderate-income persons. This program facilitates the acquisition of existing structures suitable for home ownership opportunities for low- and moderate-income persons. Where appropriate, this program will be used in conjunction with the County's Housing Bond and Mortgage Credit Certificate Programs. The City will advertise program availability at the public counter, on the City's website, and through the City's newsletter. <i>Source of Funding:</i> Los Angeles Urban County HOME allocation	Progress: The COVID Assistance Rental/Mortgage Grant Program began in 2020, which issues cash grants, rather than loans, of up to \$1,000 per household, to maintain housing and/or to reduce rental payment delinquency as a result of the economic downturn during the COVID-19 pandemic. Effectiveness: Information for the County's Affordable Homeownership Opportunities (AHOP) Program is difficult to find on the City's website and would be more effective if it was located on the City's website with other County-funded programs. Appropriateness: Revise and continue. The language should reflect that this is funding to assist with down payments and closing costs. This could be consolidated with the Countywide Homebuyer Program. Continue participating in the Community

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	<i>Agency Responsible for Implementation:</i> Los Angeles County Community Development Commission; City of South El Monte Housing Program Administrator <i>Implementation Schedule:</i> Ongoing	Development Block Grant (CDBG) Urban County Program.
Housing Element Policy 2.3. The City of South El Monte shall work to increase the rate of home ownership in the community and stabilize neighborhoods by encouraging low- and moderate-income households to become first-time home buyers.	PROGRAM 10: MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM The Mortgage Credit Certificate (MCC) Program is a way for the City to further leverage home ownership assistance. MCCs are certificates issued to income-qualified first-time home buyers authorizing the household to take a credit against Federal income taxes of up to 20% of the annual mortgage interest paid. The mortgage payments are used to repay the bonds; there is no City guarantee required. A maximum purchase price is established for homes purchased with the MCC - the vast majority of homes in South El Monte fall well within this price ceiling. The County of Los Angeles administers the MCC program on behalf of 30 cities and throughout the unincorporated areas of the County. By paying a onetime fee and hosting an annual lender training session, South El Monte can become a participating City with the County in implementation of the MCC program. The City will establish the City's participation in the County's program and will continue to prepare program flyers, and include information on City website. <i>Source of Funding:</i> Los Angeles County MCCs <i>Agency Responsible for Implementation:</i> City of South El Monte Housing Program Administrator; Los Angeles County Community Development Commission <i>Implementation Schedule:</i> Ongoing	Progress: The City continues to be a participant in the County's Housing Bond and Mortgage Credit Certificate (MCC) Programs. However, the MCC Program is not visible on the City's website. Effectiveness: The City has maintained participation in the MCC Program. This program is administered by the County. Appropriateness: Revise and continue. Consolidate Programs 9 and 10 under the Countywide Homebuyer Program. Continue participating in the CDBG Urban County Program.

	PROGRAM 11: ENERGY EFFICIENCY PROGRAM The City of South El Monte encourages a range of initiatives designed to improve the local environment. Key elements include energy conservation measures, recycling, water conservation, and the use of alternative transit. The key elements of this program include the following: • The City shall permit and encourage the installation of photovoltaic/solar and solar water heating systems on new residential construction consistent with local and state regulations. • The City will provide brochures and handouts promoting energy conservation from local utility providers at or near the planning counter. In addition, the City's website will continue to be updated to publicize the availability of the various rebate programs and tax incentives that will reduce the cost of installing energy-saving devices. • The City of South El Monte shall continue to support ongoing programs from SCE and Sempra Energy that promote energy conservation. The programs sponsored by the utility providers include rebates for energy conserving refrigerators, water heaters, and other household appliances. • The City of South El Monte will review the Zoning Ordinance to ensure that there are no requirements that are overly restrictive concerning the installation of solar panels. The City will then amend the Zoning Ordinance to ensure that solar panels are permitted in all Zone Districts. • The City will consider reducing processing fees for those building improvements that involve the installation of solar panels. <i>Source of Funding:</i> General Fund <i>Responsible Agency:</i> City of South El Monte Planning Division <i>Implementation Schedule:</i> Ongoing	Progress: • The City continues to update the Zoning Code to ensure consistency with the Los Angeles County Green Building Standards Code (Title 31). The most recent update was January 28, 2020, as part of Ordinance No. 1241. • The City promotes energy conservation through participation in the San Gabriel Valley Energy Wise Partnership. Links include the EASY Residential Energy Assessment, the San Gabriel Valley Commercial Energy Assessment, and SoCalGas residential and commercial rebates and incentives. • The City participates in the South Coast Air Quality Management District's Electric Lawn Mower Rebate Program. • The Zoning Ordinance does not specify whether solar panels are allowable. However, the recently adopted Green Building Standards require that non-residential buildings having more than 2,000 square feet of new (Section 5.211, Los Angeles Green Building Code) single-family and low-rise multifamily (three or fewer habitable floors) be solar ready. • The City has considered reducing processing fees for those building improvements involving installation of solar in compliance with AB 1414. Effectiveness: The City has been effective in advertising energy conservation programs on the City's website. The City should continue to consider Zoning Code revisions as they relate to promoting energy conservation. Appropriateness: Continue.
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Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	PROGRAM 12: WATER CONSERVATION PROGRAM The San Gabriel Valley Water Company is the local water purveyor that serves the City. The City of South El Monte shall promote water conservation (drought-tolerant landscaping, water conserving plumbing fixtures, etc.) in the review of new development. The City adopted a water conservation ordinance in conformance with State law. The City will also continue to provide areas for handouts and the posting of information on the City's website concerning the plant materials and techniques for xeriscape landscaping. • The City website was recently expanded to indicate ways residents may reduce water consumption. This website will be maintained throughout the planning period. • The local water purveyors publish a variety of brochures and information guides to help residents conserve water. The guide and brochures will continue to be distributed at City Hall. • Title 24 of the California Building Code requires phasing out older less energy efficient toilets by replacing them with toilets that use only 1.6 gallons per flush. The City will continue to ensure that this requirement is being implemented. <i>Source of Funding:</i> General Fund <i>Responsible Agency:</i> City of South El Monte Planning Division <i>Implementation Schedule:</i> Ongoing	Progress: Chapter 17.25 of the South El Monte Municipal Code sets requirements for water-efficient landscaping for residential and nonresidential properties. Links to Save Our Water, SoCal Water Smart, and Be Water Wise are provided on the City's website. Effectiveness: The program lists several opportunities for promoting water conservation on the City's website. The City has been effective in providing information. Compliance with Title 24 is a routine staff function that does not need to be specified as a program. Appropriateness: Modify and continue promoting water conservation through the City website, and guides and brochures at City Hall.
Housing Element Policy 4.1. The City of South El Monte shall continue to enforce fair housing laws prohibiting arbitrary discrimination in the building,	PROGRAM 13: FAIR/EQUAL HOUSING PROGRAM This City program is designed to promote equal housing opportunities in South El Monte. The City recognizes the effect that discrimination has in limiting housing choice and equal opportunity in renting, selling, and financing housing.	Progress: The City does not provide this information on its website. Effectiveness: The City should also reference resources such as the California Department of Fair Employment and Housing and the Housing Authority

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
financing, selling or renting of housing on the basis of race, color, religion, national origin, sex, sexual preference, age, disability, family status, AIDS, or other such characteristics.	The City offers fair housing information and referrals at the public counter in City Hall and is currently working on providing this information as well as providing links to additional fair housing resources on the City website. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Division, City Housing Program Administrator, and Community Services Center (El Monte Office) <i>Implementation Schedule:</i> Ongoing; website information by January 2020	of the County of Los Angeles’s 2018 Analysis of Impediments of Fair Housing Choice. The program is not effective in identifying opportunities to overcome impediments to fair housing. Appropriateness: Modify to address AB 686, identify specific opportunities, and set objectives for the 6th Cycle housing period to overcome impediments to fair housing.
Housing Element Policy 4.1. The City of South El Monte shall continue to enforce fair housing laws prohibiting arbitrary discrimination in the building, financing, selling or renting of housing on the basis of race, color, religion, national origin, sex, sexual preference, age, disability, family status, AIDS, or other such characteristics.	PROGRAM 14: RESOURCES FOR PERSONS WITH DISABILITIES The City will continue to encourage equal access to housing and services to meet the needs of persons with disabilities. The City has an administrative process for the modification of development standards in cases of demonstrable hardships. The City will provide information about the process on the City’s website and public counters as well as information on local and regional resources for persons with developmental disabilities. The City will coordinate with the San Gabriel/Pomona Regional Center to advertise resources and programs available to residents. <i>Source of Funding:</i> General Fund <i>Responsible Agency:</i> City of South El Monte Planning Division <i>Implementation Schedule:</i> Ongoing; Public information (website and public counters) by June 2020	Progress: The City advertises modifications to policies and procedures on the City’s website. Additionally, the City provides the complaint and grievance procedures. The San Gabriel/Pomona Regional Center is not advertised on the City’s website. Effectiveness: The program as described is an effective approach to provide residents with resources. Appropriateness: Modify to better connect residents and developers to increased accessibility options.

Table 1. Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
	PROGRAM 15: PUBLIC INFORMATION PROGRAM Public comments and questions received at the July 16, 2019 Housing Element workshop indicated the need for a centralized location for housing information. The City offers a variety of information and referrals at the public counter in City Hall and is currently working on providing additional information, as well as providing links to housing resources on the City website. The City will establish a resources section on its website and provide directions and referrals to the website at the public counters, libraries, and community facilities. Information provided will include housing-related and community development programs that provide resources for or encourage affordable housing for residents and developers. Public input and information events for housing related and community development programs will also be included. Information posted will include both local and regional (county) resources. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Division, City Housing Program Administrator, and Community Services Center (El Monte Office) <i>Implementation Schedule:</i> Website information by Spring 2020	Progress: As of January 2021, the City’s Housing Division does not include links to housing-related or community development programs. Effectiveness: Although the City has not yet developed a website with these resources, the public comments received in 2019 assisted with a greater understanding of the need of residents. The City provides information at the public counter in City Hall. Appropriateness: Revise and continue. It is recommended to consolidate helpful information in a way that can increase understanding for end-users. Resources for residents and developers should be provided in a comprehensible manner. The program will be clarified to ensure the differentiation between the need for housing information related to opportunities, processes, and programs for the development of housing, and the need for information related to resources for households that need assistance in finding affordable housing options.

The City of South El Monte included few specific programs to directly address special needs housing. **Program 14** was effective in making fair housing information and resources more accessible, and in advertising the complaints and grievances procedures to populations with disabilities. However, while there is little mention of programs that directly support the production of housing that accommodates the special needs populations, many programs indirectly support housing for those with special needs. **Program 3** of the 5th Cycle Housing Element updated the City's accessory dwelling unit (ADU) provisions. ADUs can provide opportunities for those with special needs, such as seniors or those with disabilities, including developmental disabilities, by creating housing that is in an independent setting while still allowing for support from caregivers who reside on the same lot. Other programs that provide indirect support for those with special needs **includes Program 5**, which supports very low-income families, older adults, and those with disabilities by providing financial support to assist with rent payments. Through **Program 6**, the City sought grant funding and was awarded funding to assist in the development of housing and services for people experiencing homelessness. The City continued to participate in Countywide programs to support lower-income households, including those with special needs, as demonstrated in **Programs 9 and 10**, providing homeownership assistance. Homeownership assistance can free up other funds so that those with disabilities have additional funding to go toward any needed retrofits. Through **Program 13**, the City continues to contract fair-housing services, and although the website updates have not yet been completed, the City refers inquires to the fair-housing agency. New programs identified in the 6th Cycle Housing Element more specifically address housing needs and concerns of special needs populations. These programs include **Program 15**, to create a portal with resources related to accessibility through things, such as home retrofit guides; **Program 5** to develop a program that incentivizes the production of affordable ADUs; and **Program 21** to amend the Zoning Code to permit supportive housing by-right, consistent with the requirements of State law.

Appendix B: Needs Assessment

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1 Overview

This section of the Housing Element provides an overview of the existing housing within the City of South El Monte (City), as well as the projected needs including demographic, housing, and socioeconomic characteristics of the City. This section includes the following:

- *Population Characteristics* describes population growth trends in the City, the age characteristics of the City's residents, and their ethnicity.
- *Household Income Trends* provides an overview of income categories in the City relative to the area median.
- *Employment Characteristics* discusses business sectors and job types prevalent in the City.
- *Housing Characteristics* focuses on trends related to residential development, housing unit types, and housing tenure.
- *Housing Price and Affordability* reviews cost of housing in the City for both owners and renters and discusses prevalence of overpayment.
- *Special Needs Groups* characterizes the need for housing to accommodate households with special needs (i.e., people with disabilities, older adults, etc.).
- *Affordable Housing* looks at current housing developments that may be at risk for conversion.

2 Data Sources

Various sources of information have been consulted in preparing this Housing Element. The 2010 Census provides the basis for population and household characteristics. Where applicable, the following sources of information have been used to supplement and update information contained in the 2000 and 2010 Census data:

- California Department of Developmental Services Quarterly Consumer Report, 2020
- California Department of Finance (DOF) 2010 and 2020 Composition of Housing Stock, 2020
- California Department of Finance (DOF) 2010-2020 E-5 Population and Housing Estimates for Cities, Counties, and the State, 2020
- California Department of Industrial Relations Minimum Wage, 2020
- City of South El Monte COVID-19 Resources for Residents, 2020
- Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS), 2013-2017
- HUD Fiscal Year 2020 Income Limits Summary, 2020
- Southern California Association of Government's (SCAG's) Adopted Growth Forecast, 2016
- SCAG's Pre-Certified Local Housing Data for the City of South El Monte, 2020
- United States Census Bureau (Census) American Community Survey (ACS), 2019

3 Population Characteristics

3.1 Population Growth Trends

At the time the City was incorporated in 1958, there were 3,900 residents in the City. According to the most recent Census and State Department of Finance estimates, the City's population grew to 21,204 residents as of January 1, 2020. **Table 1** summarizes the City's growth from 1970 to 2020. Much of the growth that occurred during the 1970s and 1980s was due to both annexations that occurred during that period as well as new residential development. Population growth declined between 2000 and 2010; however, the City's population growth is increasing once again as shown in **Table 1**.

Table 1. Population Trends in City 1970-2020			
Year	Population	Change (No.)	Change (%)
1970	13,443	--	--
1980	15,950	+2,507	+18.6%
1990	20,800	+3,200	+18.2%
2000	21,144	+344	+1.7%
2010	20,116	-1,028	-4.9%
2020	21,204	+1,088	+5.1%
Source: U.S. Census Bureau 1970-2010; CA Department of Finance 2010-2020			

Two key variables generally influence the growth of a population: *immigration* and *natural increase*. Local population growth resulting from immigration is typically influenced by the availability of newly constructed housing (new residents move into the City to occupy the recently constructed owner-occupied and rental units). Population growth due to natural increases is a function of a local population's birth, death, and fertility rates. This latter population growth variable affects the average household size. Either variable, or a combination of both, can contribute to a community's population growth.

3.2 Household Size Statistics

The increase in average household size has been a major variable in the City's overall population growth during the past several decades. **Table 2** compares trends in the City's average household size with comparable data for Los Angeles County (County). As indicated in **Table 2**, the average household size for the City has declined slightly since 2000 but remained at an average of 4.41 persons per unit in 2020. Nevertheless, the average household size for the City is substantially greater than that for the County, and overall, the number of persons in a typical household within the City has nearly doubled since 1970.

The most commonly occurring household size is two people (approximately 23 percent of total households) and the second-most commonly occurring household is four people (17 percent of total households). The City has a lower share of single-person households as compared to the SCAG region overall (approximately 14 percent vs. 23 percent) and a higher share of 7-or-more person households as compared to the SCAG region overall (approximately 8 percent vs. 3 percent).

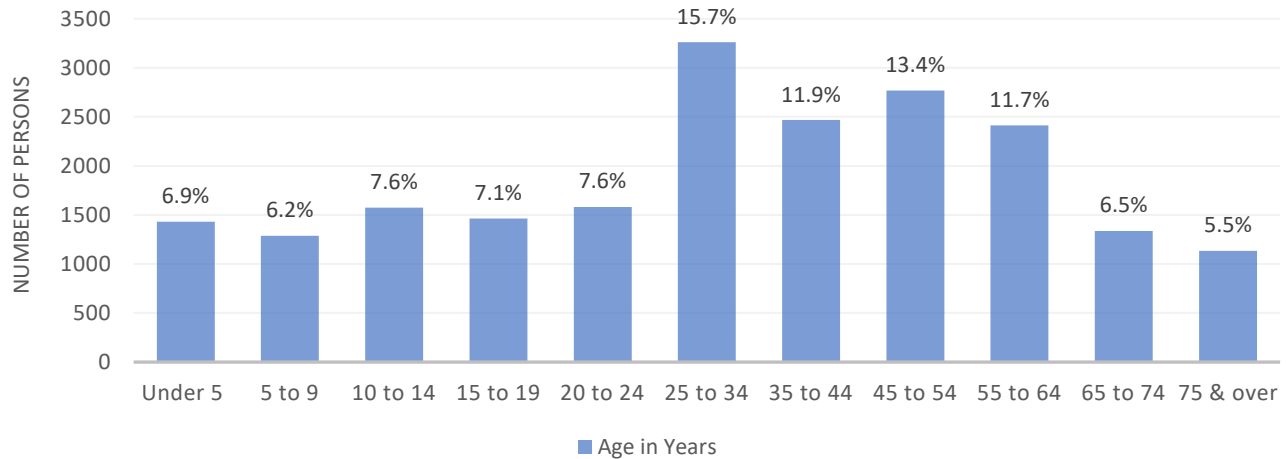
Table 2. Average Household Size (persons/unit)		
Year	County	City
1990	2.92	2.85
2000	2.98	4.57
2010	2.99	4.48
2020	2.96	4.41
<i>Change</i>	<i>0.04</i>	<i>1.56</i>
Source: U. S. Census Bureau and Department of Finance 1990-2010 and 1U. S. Census Bureau and Department of Finance 2010-2020		

3.3 Population Age Characteristics

One of the more significant indicators of future potential population growth trends is a population's age characteristics. **Table 3** and **Figure 1** summarize the age characteristics of the City's population according to the 2019 ACS Census data.

Table 3. Age Characteristics of Population (2019)		
Age	No. of Persons	% of Persons
Under 5 years of age	1,430	6.9%
5-9 years of age	1,287	6.2%
10-14 years of age	1,576	7.6%
15-19 years of age	1,463	7.1%
20-24 years of age	1,582	7.6%
25-34 years of age	3,262	15.7%
35-44 years of age	2,467	11.9%
45-54 years of age	2,768	13.4%
55-64 years of age	2,414	11.7%
65-74 years of age	1,338	6.5%
75 and over years of age	1,134	5.5%
Total	20,721	100%
Source: 2019 ACS 5-Year Estimates DP05.		

Figure 1. Age Characteristics of Population (2019)



According to the 2019 ACS data, the median age of the City’s population is 34.4 years compared to 36.5 years for the County as a whole. However, according to ACS Census data, the median age of City residents has increased by approximately four years since 2010. Between 2010 and 2019, the young adult category (residents between 19 and 39 years old) experienced the greatest percent change with a decrease of approximately nine percent. **Table 4** provides age statistics grouped according to specific age categories (pre-school aged, school aged, young adults, etc.).

Table 4. Age Characteristics, 2019		
Age Category	No. of Persons	% of Persons
Preschool (under 5)	1,430	6.9%
School-age (5-18)	3,984	19.2%
Young Adult (19-39)	6,519	31.5%
Middle age (40-64)	6,406	30.1%
Seniors (65+)	2,472	12.0%
Total	20,721	100%
Source: 2019 ACS 5-Year Estimates S0101		

According to the 2019 ACS Census data, 26 percent of the City’s population is under 18 years of age. This high proportion of younger residents may explain the City’s relatively large average household size. However, over time, this age group will likely require their own housing as they become young adults. In addition, approximately 30 percent of the population consists of young adults between 20 and 39 years of age. This age group is likely to have a more immediate need for their own housing during the planning period, if they do not already have housing of their own. Another 30 percent of the City’s population is made up of middle-aged adults between 40 and 64 years of age. Young adults and middle-aged groups typically create demand for housing in units large enough to accommodate children (two or more bedrooms). Middle-aged residents typically increase the demand for single-family, detached homeownership opportunities. However, as children leave, they may begin downsizing and shift their

demand to other housing types, such as to condominiums or age restricted communities. Overall, the City's age profile suggests a need for larger, family-sized rentals, and affordable, single-family home ownership opportunities, such as attached single-family homes.

The number of residents 65 years of age or older, totals 2,472 persons according to the 2019 ACS data. This indicates that about 12 percent of the population in the City may have a demand for senior or older adult housing during the planning period.

3.4 Race and Ethnicity Characteristics

According to ACS Census estimates, approximately 82 percent of the City's population identified as Hispanic or Latino¹ in 2019. Approximately 46 percent of the City's population identified as White, 15 percent identified as Asian, and 36 percent identified as some other race.² **Table 5** indicates the ethnic and racial characteristics of the City's population.

Table 5. Race and Ethnicity (2019)		
Race/Ethnicity	No. of Persons	% of Persons
Racial Characteristics of South El Monte Residents		
White	9,645	46.5%
Asian	3,039	14.7%
Black or African American	75	0.4%
American Indian and Alaska Native	151	0.7%
Native Hawaiian and Other Pacific Islander	0	0.0%
Other	7,466	36.0%
Two or More Races	345	1.7%
Ethnic Characteristics of South El Monte Residents		
Hispanic or Latino (of any race)	17,060	82.3%
Source: 2019 ACS 5-Year Estimates		

¹ The U.S. Census Bureau defines "Hispanic or Latino" as a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. People who identify as Hispanic, Latino, or Spanish may be any race.

² "Some Other Race" includes all other responses not included in the White, Black or African American, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander race categories described above. Respondents reporting entries such as multiracial, mixed, interracial, or a Hispanic or Latino group in response to the race question are included in this category.

4 Household Income Trends

4.1 Household Income

The California State Department of Housing and Community Development (HCD) has identified the following income categories based on the Area Median Income (AMI) of Los Angeles County. The AMI for Los Angeles County in 2020 was \$77,300 for a hypothetical family of four.

- Extremely Low-income: households earning up to 30 percent of the AMI
- Very Low-income: households earning between 31 and 50 percent of the AMI
- Low-income: households earning between 51 percent and 80 percent of the AMI
- Moderate Income: households earning between 81 percent and 120 percent of the AMI
- Above Moderate Income: households earning over 120 percent of the AMI

According to the ACS Census estimates, the overall median household income for the City was \$52,204 in 2019, the median family income was \$55,104,³ and the per-capita income was \$17,565.

CHAS estimates of households by income category are based on 2013-2017 ACS data and presented in **Table 6**. In 2017, approximately 27 percent of households in the City earned moderate or above moderate incomes, while approximately 25 percent of households had incomes in the low-income level and 48 percent of households had incomes in the extremely low- and very low-income level categories.

Table 6. Households by Income Category in South El Monte (2017)		
Income Category (% of County AMI)	Households	% Persons
Extremely Low (30% AMI or less)	1,295	24.4%
Very low (31 to 50% AMI)	1,260	23.8%
Low (51 to 80%)	1,305	24.6%
Moderate or Above (over 80% AMI)	1,445	27.2%
Total	5,305	100%
Source: Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS), 2013-2017		

Overall, approximately 65 percent of households in the City earned less than \$75,000 (close to the AMI of the County). **Table 7** summarizes the annual household income statistics for the City based on 2019 ACS Census estimates.

³ Family income is average for a family of two or more related people (by birth, marriage, or adoption) living in a household. Household income is the average income of all people living in a housing unit.

Table 7. Household Income in South El Monte (2019)		
Income Category	No. of Households	% of Total In the City
Less Than \$10,000	193	3.8%
\$10,000 to \$14,999	227	4.5%
\$15,000 to \$24,999	651	12.8%
\$25,000 to \$34,999	676	12.8%
\$35,000 to \$49,999	722	14.2%
\$50,000 to \$74,999	863	17.0%
\$75,000 to \$99,999	747	14.7%
\$100,000 to \$149,999	652	12.9%
\$150,000 to \$199,999	256	5.0%
\$200,000 or more	85	1.7%
Total	5,072	100.0%
Source: 2019 ACS 5-Year Estimates DP03.		

5 Employment Characteristics

The City has 8,967 workers living within its borders who work across 13 major industrial sectors. The most prevalent industry in the City in was Manufacturing with approximately 19 percent of the total jobs in 2018. The second most prevalent employment sector in the City was Education, Health, and Social Services with approximately 17 percent of total jobs, followed by Retail Trade with approximately 12 percent of total jobs and Professional Services with approximately 11 percent of total jobs. During the COVID-19 pandemic, the unemployment rate increased in the City from 4.5 percent in January 2020 to 10.4 percent as of December 2020, according to the Employment Development Department. **Table 8** outlines major employment statistics for specific economic sectors that provided employment to the City's residents in 2018 according to SCAG's Local Housing Data.

Table 8. Employment in South El Monte (2018)		
Business Sector	No. of jobs	% of jobs
Manufacturing	1,729	19.3%
Education, Health, Social Services	1564	17.4%
Retail Trade	1056	11.8%
Professional Services	957	10.7%
Arts, Entertainment, and Food	704	7.9%
Construction	668	7.4%
Transportation, Warehousing, and Utilities	499	5.6%
Wholesale Trade	494	5.5%
Public Administration	281	3.1%
Finance, Insurance, Real Estate	251	2.8%
Information	109	1.2%
Agriculture and Forestry	68	0.8%
Other Services	587	6.5%
Total	8967	100%
Source: SCAG Local Housing Data, 2020		

In addition to understanding the prevalence of industries in the City, the types of jobs residents hold can also be used to analyze employment trends. In the City, the most prevalent occupational category was in Production with approximately 28 percent of total employees in 2018. The second-most prevalent type of work in 2018 was Sales with approximately 22 percent of total employees. **Table 9** summarizes employment occupation in the City by job type in 2018.

Table 9. Employment by Occupation in South El Monte (2018)		
Job Type	No. of Jobs	% of Jobs
Production	2,479	27.6%
Sales	1,953	21.8%
Services	1,762	19.6%
Management	1,631	18.2%
Natural Resources	1,142	12.7%
Total	8,967	100%
Source: SCAG Local Housing Data, 2020		

6 Housing Characteristics

6.1 Existing Housing Types

According to the California Department of Finance’s Population and Housing estimates, there were 5,012 housing units in the City in the year 2020; see **Table 10**. Of this total, 3,539 units (71 percent) were single-family detached units and 229 units (5 percent) were single-family attached units (town homes and condominiums). Smaller multiple-family units containing between two to four units in a single structure totaled 285 units, approximately six percent of the total units in the City. Larger multiple-family developments, consisting of five or more units in a structure, totaled 509 units or approximately 10 percent of the total units in the City. Finally, there were 450 mobile homes in the City in 2020, accounting for approximately nine percent of the total units in the City. **Table 10** summarizes the City’s 2020 housing stock, broken down by number of units per unit type, according to the California Department of Finance estimates.

Table 10. Type of Housing Stock (2020)		
Unit Type	No of Units	% of Total
Single-Family Detached	3,539	70.6%
Single-Family Attached	229	4.6%
2-4 Units	285	5.7%
5+ Units	509	10.2%
Mobile Homes	450	9.0%
Total	5,012	100.0%
Source: CA DOF E-5 Population and Housing Unit Estimates, 2020.		

Table 11 compares Housing Characteristics between 2010 and 2020 from the California Department of Finance data. As indicated in **Table 11**, there has been a net increase of 443 units in the City recorded over the ten years between the 2010 and 2020, equaling a percent change of approximately 10 percent.

Table 11. Housing Characteristics (2010 – 2020)					
Year	Single- Family ¹	2-4 Units	5+ Units	Mobile Homes	Total
2010	3,599	241	421	450	4,569
2020	3,768	285	509	450	5,012
Sources: CA DOF E-5 Population and Housing Unit Estimates, 2010-2020.					
¹ Includes both single-family attached and detached units.					

6.2 Housing Tenure

According to the census, a total of 2,264 occupied units (49 percent) in the city were owner-occupied while 2,356 occupied units (51 percent) were renter-occupied in 2000. This rate has remained relatively stable. According to SCAG's Local Housing Data, approximately 48 percent of the housing units were owner occupied in 2018. The housing tenure trends from 2000 to 2018 for the City are summarized in **Table 12**.

Table 12. Housing Tenure in South El Monte (2000-2018)					
Year	Total Occupied	Owner-Occupied		Renter-Occupied	
		No.	%	No.	%
2000	4,620	2,264	49.0%	2,356	51.0%
2010	4,655	2,503	53.8%	2,152	46.2%
2018	5,161	2,456	47.6%	2,705	52.4%
Source: U.S. Census Bureau, 2000; 2010 ACS 5-Year Estimates DP04; SCAG, 2020					

6.3 Existing Housing Vacancy Rates

According to ACS Census data, there was a total of 115 units in the City that were unoccupied, accounting for approximately 2.4 percent of the total number of units in the City in 2010. According to Department of Finance estimates, there were 218 vacant units in the City as of January 2020 with a vacancy rate of 4.3 percent. The vacancy rate for Los Angeles County for the same period was 6.1 percent. In general, an optimal vacancy rate is two percent for owner-occupied housing and four to six percent for rental units in a mature community, which indicates a stable housing market. This level of vacancy is assumed to ensure sufficient residential mobility and housing choice while providing adequate financial incentive for landlords or property owners to maintain and repair their homes. Meanwhile, a low vacancy rate can contribute to a reduction of mobility for both potential homebuyers and renters, and also can contribute to higher pricing because of the high demand-low supply ratio. This ultimately affects both the availability and pricing of housing units.

6.4 Housing Condition

When looking at data for the conditions of the local housing stock, the most widely referred to variable is the age of housing stock. The use of this information is based on the premise that the older the units, the more likely they are to require some form of repair or maintenance. This is helpful as housing age can be an important indicator of housing condition within a community. For example, housing that is over 30 years old is typically in need of major rehabilitation, such as a new roof, foundation, plumbing, etc. Many Federal and State programs also use the age of housing as one of the factors in determining housing

rehabilitation needs. In the City, approximately 88 percent of the total units are over 30 years and about 70 percent of the total units in the City (3,732 units) are more than 50 years old. **Table 13** provides a summary of the age of housing stock in the City ranging from 1939 or earlier to 2018.

Table 13. Age of Housing Stock (2018)		
Year	No. of Units	% of Total
2014 and later	63	1.2%
2010-2013	0	0.0%
2000-2009	168	3.2%
1990-1999	449	8.5%
1980-1989	440	8.3%
1970-1979	454	8.6%
1960-1969	814	15.3%
1950-1959	1,887	35.6%
1940-1949	702	13.2%
1939 or earlier	329	6.2%
Total	5,306	100.0%
Source: SCAG 2020		

There are several other census indicators that are useful in identifying potential dilapidated units. These indicators include units without heating, units lacking conventional plumbing, or units lacking complete kitchen facilities. The latter variable may also be an indicator of units constructed illegally or of legal second units. According to SCAG's Local Housing Data, 35 of the total housing units (0.68 percent) lacked complete plumbing facilities, 30 units (0.58 percent) of the total housing units in the City lacked complete kitchen facilities, and 162 units (3.14 percent) of the total housing units in the City lacked telephone service in 2018.

Based solely on the age of the housing stock, a high estimate of the number of units in need of rehabilitation is approximately 3,732 units. However, regular maintenance and remediation of units suggests that the need for substantial rehabilitation is likely much lower. An analysis of the City's existing code enforcement data provided a more realistic depiction of the City's number of housing units in need of rehabilitation and replacement with an estimate of 732 units. This estimate is likely inflated as well, but it provides a broad picture of the quality of the existing housing stock.

6.5 Overcrowded Housing Conditions

Overcrowded housing units may be an indicator of potential housing problems. When a housing unit is occupied by a large number of persons, housing unit deterioration may be accelerated. According to the census definitions, a unit with more than one person per room is considered to be overcrowded, while housing units containing 1.5 persons or more per room are considered to be severely overcrowded. In this definition "rooms" include living rooms, dining rooms, and bedrooms, but does not include kitchen or bathrooms. While some families with low incomes may willingly opt for overcrowded living arrangements to reduce spending, many lower-income residents often have no choice but to live in overcrowded housing. These overcrowded housing units place a strain on physical facilities and does not provide a satisfying living environment.

Table 14 provides a breakdown of the number of overcrowded units that were identified in South El Monte in 2018. Of the 5,161 total occupied housing units, 271 owner-occupied housing units were identified as being overcrowded (231 units) or severely overcrowded (40 units), approximately five percent of the City's total occupied units. Of the City's total occupied housing units, 720 renter-occupied housing units were identified as being overcrowded (463 units) or severely overcrowded (257 units), approximately 14 percent of the City's total number of occupied units. This may be due to the large average household size of 4.41 persons per unit and a limited supply of housing adequately sized to accommodate a large household without overcrowding.

Table 14. Overcrowded Units in South El Monte (2018)				
Persons/Room	Owner-Occupied		Rental	
1.00 or less	2,185	42.3%	1,985	38.5%
1.01 to 1.50 (overcrowded)	231	4.5%	463	9.0%
1.51 or more (severely overcrowded)	40	0.8%	257	5.0%
Source: 2018 ACS 5-Year Estimates B25014, SCAG 2020.				
Note: 1. This figure refers to the percentage of units in this category compared to the total occupied housing units in the City.				

7 Housing Price and Affordability

7.1 Housing Costs in the City

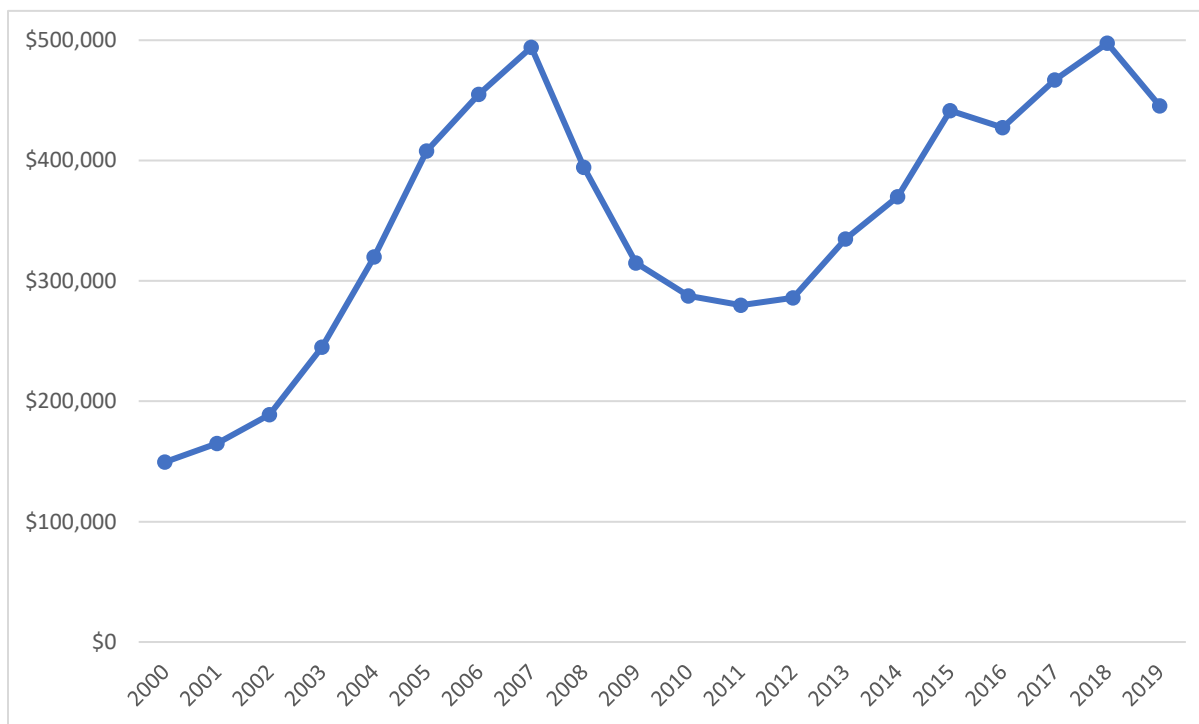
Housing costs in the City, while lower when compared to some other Southern California communities, are still relatively high when taking into account the prevailing wages that local residents typically earn. Approximately 85 percent of the total owner-occupied homes in the City are valued at over \$300,000 dollars, with approximately 31 percent of the total homes valued over \$500,000 dollars. **Table 15** provides the housing values for owner-occupied units in the City in 2019 with a median home value of \$445,500.

Table 15. Housing Values in South El Monte (2019)	
Value (dollars)	No. of Units
Under \$50,000	238
\$50,000 to \$99,000	24
\$100,000 to \$149,999	15
\$150,000 to \$199,000	5
\$200,000 to \$299,000	93
\$300,000 to \$499,000	1,396
\$500,000 to \$999,000	771
\$1,000,000 and above	36
Total	2,578
Median value: \$445,500	
Source: 2019 ACS 5-Year Estimates DP04	

Figure 2 demonstrates median home sale price trends in the City from 2000 through 2019. According to SCAG's Local Housing Data, median home sales prices in the City increased 198% between 2000 and 2019, with median home sales prices in 2018 surpassing record high housing prices during the height of the

housing bubble in 2007. Based on the median home sale price, someone would need to earn \$81,331 per year to afford a house that cost \$497,500, assuming a down payments of 20 percent with a 4 percent interest rate and a 30-year mortgage. Meaning that less than one-third of residents in the City would be able to afford the median sale price.

Figure 2. Median Home Sales Price for Existing Homes in South El Monte (2000-2019)



The HUD-formulated Fair Market Rent (FMR) schedule serves as a guide for the maximum rents allowable for those units receiving Section 8 assistance. HUD uses the Consumer Price Index (CPI) and the Census housing survey data to calculate the FMRs for each area. **Table 16** indicates the Fair Market Rents for one-, two-, three-, and four-bedroom units in Los Angeles County between 1990 and 2020. As shown in **Table 16**, rents in the 1990s remained relatively stable, with small increases for two-, three-, and four-bedroom units. However, in the 2000s, rents almost doubled for all unit sizes and continued to steadily increase between 2011 and 2020.

Table 16. HUD Fair Market Rents Los Angeles-Long Beach SMSA (1990-2020)				
Year	1 Bedroom (in dollars)	2 Bedroom (in dollars)	3 Bedroom (in dollars)	4 Bedroom (in dollars)
1990	\$615	\$715	\$916	\$1,035
2000	\$605	\$766	\$1,033	\$1,233
2010	\$1,137	\$1,420	\$1,907	\$2,295
2011	\$1,173	\$1,465	\$1,967	\$2,367
2012	\$1,159	\$1,447	\$1,943	\$2,338
2013	\$1,101	\$1,421	\$1,921	\$2,140
2014	\$1,083	\$1,398	\$1,890	\$2,106
2015	\$1,103	\$1,424	\$1,926	\$2,145
2016	\$1,154	\$1,490	\$2,009	\$2,227
2017	\$1,195	\$1,545	\$2,079	\$2,303
2018	\$1,284	\$1,663	\$2,231	\$2,467
2019	\$1,384	\$1,791	\$2,401	\$2,641
2020	\$1,517	\$1,956	\$2,614	\$2,857
Source: U.S. Department of Housing and Urban Development, 1980-2020.				

Table 17 summarizes the housing costs by monthly mortgage payments for owner-occupied units in the City. The most commonly occurring mortgage payment (approximately 35 percent of units) for an owner-occupied unit in the City ranged between \$2,000 to \$3,000 per month. The second and third most common mortgage payments (approximately 50 percent of units) ranged between \$1,000 to \$2,000 per month.

Table 17. Housing Costs by Mortgage in South El Monte (2018)		
Mortgage Range Per Month	No. of Units	Percent of Units
<\$500	6	0.4%
\$500-\$1000	111	7.6%
\$1000-\$1500	384	26.5%
\$1500-\$2000	364	25.1%
\$2000-\$3000	503	34.7%
\$3000-\$4000	67	4.6%
>\$4000	16	1.1%
Total	1,451	100%
Source: SCAG, 2020		

Table 18 provides a summary of contract rents per month for South El Monte in 2018. Of the 2,633 occupied units paying rent in the City, the median rent was \$1,256 per month in 2018.

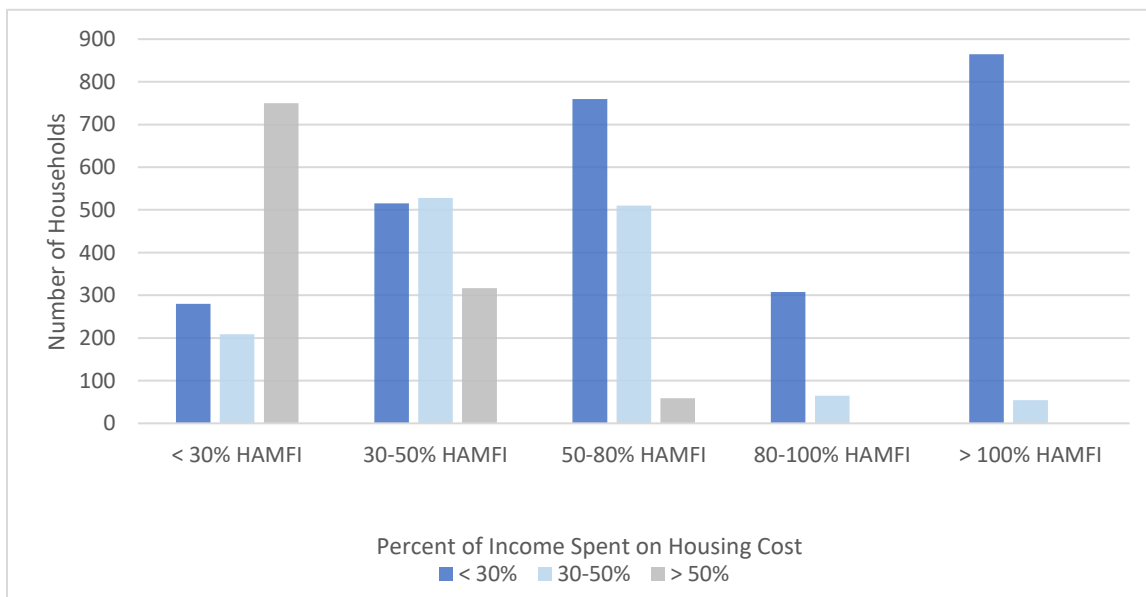
Table 18. Contract Rents in South El Monte (2018)	
Rents/month	No. of Units
Less than \$500	44
\$500-1000/mo.	668
\$1000-1500/mo.	1232
\$1500-2000/mo.	519
>\$2000/mo.	170
Source: SCAG, 2020	

7.2 Overpayment for Housing in South El Monte

As noted in SCAG's Local Housing Data, housing cost burden is most commonly measured as the percentage of gross income spent on housing. **Table 19** and **Figure 3** uses the Housing and Urban Development Area Median Family Income (HAMFI) to show the share of income spent on housing cost for households in each HAMFI category.

Table 19. Households by Share of Income Spent on Housing Cost (2016)			
Income	Income Spent on Housing Cost		
	< 30%	30-50%	> 50%
< 30% HAMFI	280	209	750
30-50% HAMFI	515	528	317
50-80% HAMFI	760	510	59
80-100% HAMFI	308	65	0
> 100% HAMFI	865	54	0
Total Households	2,728	1,366	1,126
Source: SCAG, 2020; HUD CHAS 2012-2016			
Note: HAMFI refers to Housing Urban Development Area Median Family Income.			

Figure 3. Households by Share of Income Spent on Housing Cost



As defined by HUD, households spending more than 30 percent of their income, including rent or mortgage payments and utilities, are generally considered to be overpaying or “cost burdened.” Severe overpaying occurs when households pay 50 percent or more of their gross income for housing. Therefore, according to HUD, housing is considered affordable if the cost is no more than 30 percent of a household’s income. Thirty percent is considered a reasonable threshold for households to be able to afford other

expenses, such as transportation, healthcare, groceries, and utilities. As shown in **Table 20**, approximately 2,505 households in the City were considered cost burdened (approximately 47 percent) in 2017, with approximately half of those households categorized as severely cost burden.

Table 20. Housing Cost Burden Owners and Renters (2017)				
Income	Owner	Renter	Total	% of Total Households
Cost Burden < 30%	1,705	1,025	2,730	51.5%
Cost Burden 30-50%	510	770	1,280	24.1%
Cost Burden >50%	270	955	1,225	23.1%
Cost Burden not available	25	45	70	1.3%
Total Households	2,510	2,795	5,305	100%
Source: HUD CHAS, 2013-2017				

Table 21 provides a further breakdown of the percent income spent on rent according to SCAG's Local Housing Data.

Table 21. Percent Income Spending on Rent (2018)	
% of Income Spent	No. of Households
<20%	402
20-30%	532
30-40%	424
40-50%	343
>50%	900
Not Computed	104
Source: SCAG 2020	

For the 1,451 mortgage holding households in the City in 2018, just over half (52 percent or 749 households) are considered cost burdened because they are spending 30 percent or more of gross income on housing costs. **Table 22** illustrates the breakdown of percent income spent of mortgage costs according to SCAG's Local Housing Data.

Table 22. Percent Income Spending on Mortgage (2018)	
% of Income Spent	No. of Households
<20%	363
20-30%	339
30-40%	318
40-50%	136
>50%	295
Not Computed	0
Source: SCAG 2020	

Table 23 shows the percent of income spent on rental housing costs relative to income bracket for households in the City. Of the City's 2,601 renter households for which income data was available, 64 percent of households (1,667) spent more than 30 percent of their income on rent in 2018, and more than half of those overpaying spent more than 50 percent of their income on rent. All renter households that spent more than half of their income on housing made less than \$50,000 per year.

Table 23. Number of Households by Percent of Income Spent on Rent (2018)				
Income Bracket	Percent of Income Spent			
	<20%	20-30%	30-50%	>50%
Less than \$20,000	0	6	58	421
\$20,000 to \$34,999	24	42	223	351
\$35,000 to \$49,999	0	49	350	128
\$50,000 to \$74,999	100	235	122	0
\$75,000 to \$99,999	98	155	14	0
\$100,000 or more	180	45	0	0
Source: SCAG 2020				

Table 24 similarly looks at the percent of income spent on housing costs relative to income bracket for households with mortgages in the City in 2018. All households making less than \$20,000, renter-and owner-occupied alike, are overpaying for housing with the exception of only six households.

Table 24. Number of Households by Percent of Income Spent on Mortgage (2018)			
Income Bracket	Percent of Income Spent		
	<20%	20-30%	>30%
Less than \$20,000	0	0	45
\$20,000 to \$34,999	9	0	189
\$35,000 to \$49,999	0	18	122
\$50,000 to \$74,999	20	50	227
\$75,000 or more	334	271	166
Source: SCAG 2020			

The Federal Department of Housing and Urban Development (HUD) conducts annual household income surveys nationwide to determine a household's eligibility for Federal housing assistance. Based on this survey, the California Department of Housing and Community Development (HCD) developed income limits, based on the Area Median Income (AMI), which can be used to determine the maximum price that could be affordable to households in the upper range of their respective income category. Households in the lower end of each category can afford less by comparison than those at the upper end.

Table 25 indicates the household income limits for the various lower income categories (extremely low, very low, and low) in 2020, as calculated and provided by HUD's 2020 State Income Limits in relation to the County's MFI of \$77,300. These figures are arranged according to the number of persons that comprise a household. For example, as shown in **Table 25**, a household with one person is considered to be low income if the annual household income is \$63,100, while a household containing five persons is considered to be low income if its annual household income is \$97,350. The information included in **Table 25** may be used to determine what percentage of a household's income will be expended monthly for housing without being considered cost burden. For example, a household consisting of three persons with an annual income of \$50,700 ideally should not spend more than \$1,267.50 per month on housing costs. This figure represents 30 percent of that household's annual income.

Table 25. Annual Income Limits for Los Angeles-Long Beach-Glendale, CA Metro FMR Area (2020)			
Household Size	Extremely Low (30%) Income Limit	Very Low (50%) Income Limit	Low (80%) Income Limit
1 person	\$23,700	\$39,450	\$63,100
2 persons	\$27,050	\$45,050	\$72,100
3 persons	\$30,450	\$50,700	\$81,100
4 persons	\$33,800	\$56,300	\$90,100
5 persons	\$36,550	\$60,850	\$97,350
6 persons	\$39,250	\$65,350	\$104,550
7 persons	\$41,950	\$69,850	\$111,750
8 persons	\$44,650	\$74,350	\$118,950
Source: U.S. Department of Housing and Urban Development, State Income Limits 2020.			

7.3 COVID-19 Impact on Home Prices

Due to the seriousness of the public-health crisis resulting from COVID-19, there is a lot of economic uncertainty. Southern Californians, challenged by a pandemic, bought the fewest homes in June 2020 than in any June on record, while record-low mortgage rates helped push the median selling price to an all-time high.

Based on the CoreLogic Home Price Insights report, annual home price growth accelerated to its fastest rate in nearly two years in the summer of 2020 in response to strong purchase demand and sudden wave of relocations made possible by remote work, and historically low mortgage rates falling below 3 percent.

However, the number of sellers remained low in the summer of 2020, while the pool of prospective buyers expanded from the time lost during lockdown as well as attractive, historically low mortgage rates. Without homes for sale, the uneven buyer-seller dynamic led to an extremely competitive and challenging market for homebuyers.

On a nationwide level, the national Housing Price Index Forecast shows annual home price growth slowing through the middle of 2021, reflecting the anticipated elevated unemployment rates. This could lead to an increase of distressed-sale inventory as continued financial pressures leave some homeowners unable to make mortgage payments, especially as forbearance periods come to a close.

The City has implemented resources during the COVID-19 pandemic in an effort to protect vulnerable renter populations. One of the most recent protections was the adoption of an Eviction Moratorium (Ordinance 1244U) amended most recently in October 2020 (Ordinance 1249-U) which provides commercial eviction protections and residential rent deferrals due to the COVID-19 pandemic. This Ordinance expires on March 31, 2021 unless the Governor further extends the Governor's Executive Order N-80-20. Additionally, the City is providing a one-time \$1,000 rent/mortgage assistance grant to residents who have been impacted by the pandemic.

8 Special Needs Groups

Local housing elements must include an analysis of special housing needs. Special needs refer to those households that contain the older adults, people with disabilities, large families, and overcrowded households. The City is dedicated to ameliorating the barriers and specific challenges of the special needs populations. Overall, there is greater need than there are available resources to serve these populations. The discussions below detail different special needs groups and draw conclusions on their housing needs which are paired with policies and programs aimed at increasing available resources.

8.1 Older Adult Households

State law requires analysis of special housing needs, including the needs for seniors. According to SCAG's Local Housing Data, Federal housing data defines a household type as "elderly family" if it consists of two persons, at least one of whom is 62 or over. While the terminology used by HCD, the Census, and other data sources varies, for the purposes of this analysis, the preferred terminology is "older adults". Typically, older adults are retired and often have fixed incomes. As a result, these households experience greater difficulty in maintaining adequate living arrangements when the cost of housing and utilities increases. Even older adult homeowners with fully paid mortgages, are still subject to increasing utility rates and other living expenses. Moreover, many older adults may elect to remain in their own homes that are not designed to accommodate their special needs. These challenges may be remedied by making the approval of accessory dwelling units (ADUs) less expensive and easier to permit. Older adults could live on the property of their family or caregivers while retaining privacy and independence as well as cut on housing costs. Individuals requiring greater attention may benefit from group housing or assisted living homes. **Programs 3, 5, and 21** in the Housing Element outline efforts to make assisted living and 'aging in place' more achievable for older adults.

According to HUD's CHAS estimates, there was a total of 1,004 older adult households in South El Monte in 2016. Of those total households, approximately 44 percent earned less than 30 percent of the MFI (compared to approximately 24 percent in the SCAG region), and approximately 71 percent earned less than 50 percent of the MFI (compared to approximately 31 percent in the SCAG region). **Table 26** provides a summary of the "older adult family" owner and renter households in South El Monte by income category, relative to the surrounding area.

Table 26. Older Adult Households by Income and Tenure (2016)				
Income Category	Owner	Renter	Total	% of Total Older Adult Households
< 30% HAMFI	230	215	445	44.3%
30-50% HAMFI	155	120	275	27.4%
50-80% HAMFI	50	30	80	8.0%
80-100% HAMFI	30	4	34	3.4%
> 100% HAMFI	120	50	170	16.9%
Total Households	585	419	1,004	100%
Source: SCAG 2020 HAMFI refers to Housing Urban Development Area Median Family Income.				

8.2 Persons with Disabilities Including Developmental Disabilities

Physical and developmental disabilities can hinder access to traditionally designed housing units as well as potentially limit the ability to earn adequate income. Therefore, persons with disabilities often have special housing needs. Special exterior and interior design features are often needed to accommodate the needs of a tenant or homeowner with a disability. For example, door frames must be wider to accommodate wheelchairs, ramps instead of stairs are needed, handrails in bathrooms need to be installed, cabinet doors must be accessible, and light switches and other devices also need to be within easy reach. The cost for retrofitting an existing structure may cost thousands of dollars and be well beyond the reach of those households with lower incomes. The lack of housing to accommodate a person's physical or developmental disabilities, is even more pronounced when it comes to market-rate rental units. Unless such provisions are made for persons with disabilities during original construction, such facilities will not likely be provided in a typical rental unit. Moreover, households with members who have a physical or developmental disability are also often occupied by older adults. In the City, approximately 45 percent of residents 65 years of age and older had a disability according to 2019 Census estimates.

Disability types include individuals with hearing, vision, cognitive, ambulatory, self-care, or independent living difficulties. Census and the ACS provide clarifying questions to determine persons with disabilities and differentiate disabilities within the population. The ACS defines a disability as a report of one of the six disabilities identified by the following questions:

- Hearing Disability: Is this person deaf or does he/she have serious difficulty hearing?
- Visual Disability: Is this person blind or do they have serious difficulty seeing even when wearing glasses?
- Cognitive Difficulty: Because of a physical, mental, or emotional condition, does this person have serious difficulty concentrating, remembering, or making decisions?
- Ambulatory Difficulty: Does this person have serious difficulty walking or climbing stairs?
- Self-Care Disability: Does this person have difficulty dressing or bathing?
- Independent Living Difficulty: Because of a physical, mental, or emotional condition, does this person have difficulty doing errands alone such as visiting a doctor's office or shopping?

Table 27 indicates the number of persons with a disability in the City arranged according to key age groupings in 2019. Of the population of working aged adults (18 to 64 years of age) identified in the 2019 ACS Census estimates, approximately 12 percent were identified as having a disability. The most prevalent disability type for those under 18 years of age is cognitive difficulty, while ambulatory is the most common among the other age groups.

Table 27. Disability Status of South El Monte Residents (2019)				
Disability Type	% of Population with Disabilities			
	Under 18 years of age	18 to 64 years of age	65+ years of age	% of Total Population
Hearing Difficulty	0.9%	0.7%	16.3%	2.6%
Vision Difficulty	0.5%	1.1%	8.0%	1.8%
Cognitive Difficulty	2.9%	3.1%	15.5%	4.7%
Ambulatory Difficulty	1.0%	3.5%	29.9%	6.4%
Self-Care Difficulty	1.3%	1.3%	13.1%	2.8%
Independent Living Difficulty	Not Applicable	2.5%	25.9%	6.3%
Source: 2019 ACS 5-Year Estimates Data S1810				

State law requires that the Housing Element discuss the housing needs of persons with developmental disabilities. The disabilities may include an intellectual disability, cerebral palsy, epilepsy, autism and other developmental disabilities (Welfare and Institutions Code Section 4512). As defined by Federal law, “developmental disability” means a severe, chronic disability of an individual that meets any of the following:

- Is attributable to a mental or physical impairment or combination of mental and physical impairments
- Is manifested before the individual attains age 22
- Is likely to continue indefinitely
- Results in substantial functional limitations in three or more of the following areas of major life activity: (a) self-care, (b) receptive and expressive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, or (g) economic self-sufficiency
- Reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated

The State Department of Development Services (DSS) currently provides community-based services to persons with developmental disabilities and their families through a statewide system of 21 community-based, non-profit agencies known as regional centers. The San Gabriel/Pomona Center serves the City and is one of the 21 regional centers that provides a point of entry to services for people with developmental disabilities. As of December 2020, there were approximately 648 persons in the City who have been diagnosed with a developmental disability and are receiving case management services at the San Gabriel/Pomona Center, including 254 residents between 0 to 17 years old and 175 residents 18 years and older. According to the U.S. Administration on Developmental Disabilities, an accepted estimate of the percentage of the population that can be defined as having a developmental disability is 1.5 percent. This equates to 37 persons from the older adult population in South El Monte with developmental disabilities, based on the 2018 ACS Census estimates. While many social service programs for individuals with disabilities are provided through the County of Los Angeles, the City plans to promote and encourage housing which is better suited to the specific needs discussed above. **Programs 6, 14, 15, and 21** of the

Housing Element will make navigating the housing market easier and more affordable while also promoting housing types best suited to fulfill the needs of all residents.

8.3 Large Families

The term "large family" refers to a family of five or more persons. As defined by HCD, large households are defined as having five or more persons living within the same household. According to ACS Census estimates, there were 1,326 large families living in the City in 2019, making up about one third of the total 4,225 families in the City. This may account for the large average household size of 4.41 persons per unit, which is comparably higher than the County average of 2.96 persons per household. Additionally, about 20 percent (1,036) of the units in South El Monte in 2019 were considered overcrowded (more than 1 person per room). Overcrowding may occur when lower-income residents often have no choice but to live in overcrowded housing to reduce housing costs, or because of limited adequately sized housing supply. It is important to note that one quarter of the large families in South El Monte were below the poverty level (331 families) in 2019 according to ACS Census data.

The City is committed to permitting solutions to allow large families to live together in safe, sanitary, and affordable homes. Large families may live together for a multitude of reasons: cultural norms, multiple dependents, special needs family members, lack of affordable housing options, and more specific circumstances. Housing Element Programs **5, 6, 9, 10, 18, 19, and 21** may connect large families with resources needed to avoid overcrowding and afford another home or make living conditions safe and sanitary.

8.4 Female Headed Households and Single Parent Households

According to SCAG's Local Housing Data, there were 5,161 households in the City in 2018. Of those total households, 1,086 of these households (21 percent) were female-headed, compared to approximately 14 percent in the SCAG region. Of those female-headed households, 408 households (approximately 8 percent of the City's total households) had dependent children less than 18 years of age in 2018, and those with children under 6 totaled 84 (approximately 2 percent of total households). According to 2018 ACS Census data, female-headed household tenure was split relatively evenly between owner-occupied and renter-occupied at about 41 percent and 59 percent, respectively. This data is important when considering social service needs, such as childcare, recreation programs, and health care, which are of special concern to these households.

The SCAG report additionally details the poverty status of female-headed households. Of South El Monte's 594 households in poverty in 2018, about half (292 households) were female-headed households. Most of these female-headed households in poverty include children, specifically 251 households, 166 of those with 3 or more children.

In addition to the 408 female-headed households with dependent children under 18 years of age, there were 229 male-headed households with dependent children under 18 years of age in the City in 2018. In total, the male- and female-headed households with no spouse present with dependent children under 18, accounted for approximately 12 percent of the total households in the City.

These households have the extra challenge of raising children while affording housing costs on a single income. In most circumstances, single-headed households with children experience a greater cost than income ratio. The City can make housing more affordable and encourage mixed-use development which can increase mobility between work, school, home, and social services such as day-care. Programs **2, 6, 9, 10, 14, 18, and 21** seek to minimize the burden on single-headed households.

8.5 People Experiencing Homelessness

In December of 1993, the Los Angeles County Board of Supervisors and the Los Angeles Mayor and City Council established the Los Angeles Homeless Services Authority (LAHSA) as an independent, Joint Powers Authority. LAHSA's primary role is to coordinate the effective and efficient utilization of Federal and local funding in providing services to individuals experiencing homelessness in Los Angeles County. To support its mission, LAHSA oversees a comprehensive Point-In-Time count with the most recent being completed in 2020. The 2020 Point-In-Time data estimated that there over 63,000 (sheltered and unsheltered) people experiencing homelessness in Los Angeles County. As of the 2020 survey, there were an estimated 59 unsheltered people experiencing homelessness in South El Monte. Various circumstances that may lead to homelessness include the following:

- Those that chronically experience homelessness, single adults, including non-institutionalized, individuals with a mental or developmental disability, those suffering from alcohol and/or drug addiction, older adults earning lower incomes, and others who are without shelter.
- Minors who have run away from home.
- Lower-income families that are temporarily experiencing homelessness due to financial circumstances or are in the process of searching for a home (single-parent families, mostly female-headed, are especially prevalent in this group)
- Women (with or without children) who are escaping domestic violence

There are two categories of needs that should be considered in discussing homelessness: 1) transient housing providing shelter and usually on a nightly basis; and, 2) short-term housing, usually including a more comprehensive array of social services to enable families to re-integrate themselves into a stable housing environment. Through **Program 6** from the 5th Cycle Housing Element (See **Appendix A**) the City was awarded funding to support people experiencing homelessness through shelter development and funding of support services. The 6th Cycle Housing Element provides programs that addresses both considerations: **6, 7, 11, 14, 15, 18, 22**. Currently, there are various shelters available to the needs of those experiencing homelessness in the City and surrounding area. **Table 28** indicates those shelters that provided emergency shelter services to the City.

Table 28. Emergency Shelter Service Providers		
Name of Shelter	No. Beds	Description of Services
East San Gabriel Valley Coalition for the Homeless	--	Family transitional housing for 1-6 months
Union Station Homeless Shelter Adult Center (Pasadena)	56 Beds	Adult Individuals – full services
Union Station Homeless Shelter Family Center (Pasadena)	50 Beds	Families – full services
Catholic Rainbow Outreach (Whittier)	--	Men - drug recovery program
Whittier Women and Children's Crisis Center	--	Women and Children – 45-day emergency shelter
Rio Hondo Temporary Home (Norwalk)	110 Beds	Families - overnight and transportation
Salvation Army (Whittier)	124 Beds	Homeless families and individuals
Salvation Army Bell Shelter	500 Beds	Adult Individuals - Emergency housing and support services
Santa Fe Springs Transitional Living Center (Whittier)	124 Beds	Emergency housing for women and children
Whittier Area First Day Coalition	45 Beds	Adult Individuals - Transitional and permanent supportive housing
El Monte Veterans Village	41 Beds	Supportive living for homeless Veterans in the Los Angeles area.
SPIRITT Family Services South El Monte Family Center	--	Behavioral health and child welfare services.
God Provides Ministry Food Bank (Pomona)	--	Food bank.
El Monte - South El Monte Emergency Resources Association	--	Emergency food and financial assistance, targeted to families with Children.

8.6 Extremely Low-Income Households and Poverty Status

Extremely Low-Income Households

Per HCD requirements, local governments must identify those households that are considered to be extremely low income (ELI). ELI households are a subset of the very low-income households and are defined as those households whose incomes do not exceed 30 percent of the county median family income (MFI) according to HUD's income limits. Households included in this category typically represent the lowest wage earners in a community with wages corresponding to the current annual minimum wage of \$14.00 per hour for employers with 26 employees or more, \$13.00 per hour for employers with 25 employees or less (as of January 1, 2021). The annual minimum wage is set to increase by \$1.00 per hour each year until reaching the annual minimum wage of \$15.00 per hour (all employers are set to reach this wage as of January 1, 2023). The annual wage figure cited previously assumes full-time employment.

In 2020, the MFI for Los Angeles County was \$77,300. Extremely low-income households earn less than 30 percent of the County MFI – up to \$23,700 for a one-person household and up to \$44,650 for a five-person household in 2020. According to the Comprehensive Housing Affordability Strategy estimates of households by income category (see **Table 6**), there are approximately 1,295 households (25 percent of total households) in South El Monte (renters and owners) that are extremely low-income.

Based on the assumption that 50 percent of the City's Regional Housing Needs Allocation (RHNA) for very low-income households qualify as ELI households, there is a projected housing need for approximately 65 ELI households and 66 very low-income (VLI). Totaling the City's RHNA of 131 units for very low-income households.

Very low-income households are those with an income of greater than 30 percent of the County MFI, but less than or equal to 50 percent of the County MFI - up to \$39,450 and up to \$74,350 for a five-person household in 2020. Lower-income households fall between 50 percent and 80 percent of the County MFI – up to \$63,100 for a one-person household and up to \$118,950 for a five-person household in 2020 (see **Table 25** for a full breakdown of State Income Limits for 2020). All of the Housing Element’s policies and programs seek to encourage the development of housing units as well as make housing more accessible and affordable for very low- and extremely low-income households.

Poverty in the City

According to the ACS Census estimates, about 16 percent of the total number of families living in the City had household incomes that were below the Federal poverty level in 2019. Of the families with related children under 18 years of age, about 27 percent had household incomes below the Federal poverty level.

The annual income levels that are considered to be below the poverty threshold are defined by Census and other Federal agencies. The threshold limits for varying household sizes for 2019 are summarized in **Table 29**.

Table 29. U.S. Census Bureau Poverty Threshold (2019)	
Family Size	
No. of people in family	% of families below poverty level
2 people	10.4%
3 or 4 people	13.7%
5 or 6 people	26.9%
7 or more people	19.9%
Related children of Householder Under 18 years	
No. of children	% of families below poverty level
No child	4.7%
1 or 2 children	19.0%
3 or 4 children	42.4%
5 or more children	37.3%
Source: ACS 5-Year Estimates S1702	

8.7 Farm Worker/Employee Housing

The City is an urbanized community without any active agricultural activities. SCAG’s Local Housing Data indicates there were 56 farmworker individuals employed in “farming, fishing, and forestry occupations” in 2020. There is no farmworker-specific housing in the City.

The California Legislature enacted the *Employee Housing Act* (EHA) to provide protection for persons living in privately owned and operated employee housing. The EHA is specifically designed to ensure the health, safety, and general welfare of these residents and to provide them a decent living environment. The EHA also provides protection for the general public which may be impacted by conditions in and around employee housing. Any employee housing that has qualified, or is intended to qualify, for a permit to operate pursuant to the EHA, may invoke the following provisions:

- Any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use designation. Employee housing shall not be included within the definition of a boarding house, rooming house, hotel, dormitory, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling.
- No conditional use permit, zoning variance, or other zoning clearance shall be required of employee housing that serves six or fewer employees that is not required of a family dwelling of the same type in the same zone. According to the State Housing law, employee housing for six or fewer persons must be treated as regular housing.
- The use of a family dwelling for purposes of employee housing serving six or fewer persons, shall not constitute a change of occupancy pursuant to any local building codes.
- Employee housing that serves six or fewer employees shall not be subject to any business taxes, local registration fees, use permit fees, or other fees to which other family dwellings of the same type in the same zone are not likewise subject.
- For the purposes of any contract, deed, or covenant for the transfer of real property, employee housing which serves six or fewer employees shall be considered a residential use of property and a use of property by a single household.
- Each county and city shall permit and encourage the development and use of sufficient numbers and types of employee housing facilities as are commensurate with local needs. This section shall apply equally to any charter city, general law city, county, city and county, district, and any other local public entity.

According to the City, no known employee housing units as defined by the EHA, are located in the City.

9 Affordable Housing

9.1 Assisted Housing Developments at Risk

Section 65583 of the California Government Code was amended in 1991, requiring an analysis of subsidized units and a description of programs to preserve assisted housing developments. One of the foremost housing problems in the State involves the loss of affordability restrictions on a substantial portion of the government- assisted rental housing stock. Much of this housing is “at-risk” of conversion from affordable housing stock reserved predominantly for lower-income households, to market-rate housing. Several government programs, with different regulatory standards, were used to finance these properties, and thus, the nature of the risk of conversion differs. HUD maintains a list of notices (6 and 12 month) received by the Department pursuant to California’s notice requirements (Government Code Sections 65863.10 and 65863.11). Private owners of assisted multifamily rental housing units who are considering no longer providing rental restrictions and converting restricted units to market-rate units must provide notice to HUD.

According to information provided by HUD, no conversion notices have been filed on behalf of any affordable housing providers in the City. According to information compiled by the California Housing Partnership Corporation (CHPC), there are no affordable housing providers in the City, and therefore there are no at-risk housing developments located in South El Monte. Should future at-risk units be identified in the City, there are a number of housing providers that have been identified by HCD as candidate entities that could assume responsibility for the replacement of at-risk housing units. Examples of these candidate service providers in the area include the following:

- The Community Development and Preservation LLC
- The Community Rehabilitation Services Inc.
- The East Los Angeles Community Union (TELACU)
- FAME Housing Corporation
- Los Angeles Center for Affordable Tenant Housing
- Los Angeles Housing Partnership Inc.
- Los Angeles Low Income Housing Corporation (LALIH)

Appendix C: Housing Constraints and Zoning Analysis

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1 Introduction

This section of the Housing Element is concerned with the identification of constraints that may affect the development of housing, especially affordable housing. This analysis of housing constraints considers the following:

- *Governmental Constraints* refers to those regulations, ordinances, and/or controls that may impede the development of new housing or otherwise increase the cost of housing.
- *Market Constraints* refers to those economic and market factors that may affect the cost of new housing development.
- *Environmental Constraints* refers to those aspects of the environment (vacant land, utilities, natural hazards, etc.) that may affect the cost and/or feasibility of development.

Where a constraint to development is identified, a policy response is identified that indicates the actions the City of South El Monte (City) is pursuing, or intends to pursue, as a means to eliminate or reduce the effects of the particular governmental constraint on housing development, if feasible.

2 Governmental Constraints

Local governments may unintentionally affect the cost of housing through land use controls, building codes and their enforcement, fee processing requirements, required on- and off-site improvements, and taxes. For this reason, it is important for the City to review and provide measures to alleviate these constraints, where possible, to decrease their potential to interfere with the supply, distribution, and cost of housing.

2.1 Land Use Controls (General Plan and Zoning)

The City of South El Monte General Plan (General Plan) is the primary land use control document. The General Plan is a long-range policy document that serves as a guide to long-term physical development of the community. The City adopted a comprehensive update of its General Plan in 2000. The Land Use Element describes the land use policies and designations used to guide physical development in the City through the location, distribution, and density of uses.

The Land Use Element provides land use categories, three of which are established for residential development, two for commercial, one for industrial, one for public facilities, and one for mixed-use. The three residential designations range from low-density single-family development to high-density multi-family development.

As shown in **Table 1**, the majority of the City's land area where residential uses are permitted by right is designated as Low Density Residential (348 acres), which permits up to eight units per acre. The Medium Density Residential land use designation (162 acres) permits up to 16 units per acre. The Land Use Element also contain a High-Density Residential land use designation that permits up to 29 units per acre, although no areas of the City are currently designated as High Density Residential.

The Commercial-Residential (C-R) zone serves as a “mixed-use” zone, which allows a maximum density of 35 units per acre or up to 100 units per acre when the property does not abut a residential zone. The C-R includes parcels along Garvey Avenue in the northernmost part of the City and along Santa Anita Avenue near State Route 60. Typical developed densities in the C-R zone in the past 5 years (two projects) have been approximately 22 units per acre.

A total of 6,951 units are theoretically possible under full implementation of the current General Plan Map (assuming 35 dwelling units per acre as the maximum density for the Mixed-Use zone). This figure exceeds the existing number of housing units (5,012 units as of January 1, 2020, according to the California Department of Finance) by 1,939 units. The residential land use designations contained in the General Plan, and the associated density standards, are summarized in **Table 1**.

Table 1. Summary of Residential Land Uses Permitted in the General Plan		
Land Use Category	Density	Area
Low Density Residential (LDR)	Up to 8 units per acre	348 acres
Medium-Density Residential (MDR)	Up to 16 units per acre	162 acres
Mixed-Use (C-R)	35 to 100 units per acre	45 acres
Total	—	555 acres
Source: City of South El Monte 2021		

An important tool used by the City in the implementation of its General Plan is the City’s Zoning Code. Like the General Plan, the Zoning Code (and accompanying zoning map) indicates the location and extent of permitted uses. The Zoning Code establishes additional development standards that further define the type, size, and orientation of development. As indicated in **Table 2**, the Zoning Code contains four zones that permit residential development: three residential and one mixed-use zone (R-1, R-2, R-3, and C-R). However, there are no properties in the City that are designated as R-2. **Table 2** provides a summary of residential zone district’s development standards, including minimum lot area and densities, maximum densities, and building height and setback regulations. **Table 3** provides an overview of all residential uses permitted by zoning district.

Table 2. Summary of Residential Zone Districts				
Regulation	R-1	R-2	R-3	C-R (Mixed-Use)
Minimum Lot Area	5,000 square feet	5,000 square feet	11,000 square feet	15,000 square feet
Maximum Density	Up to 8 du/acre	Medium density: 9 to 12 du/acre Low density: 1 to 8 du/acre	Up to 16 du/acre	Up to 35 du/acre (when abutting a single-family zone) Up to 87 du/acre (when abutting a multifamily zone) Up to 100 du/ac (when not abutting any residential zone)
Minimum Density	1 du/acre	Medium density: 9 du/acre Low density: 1 du/acre	1 du/acre	20 du/acre for developments comprised solely as residential
Front Setback	20 feet	20 feet	20 feet	None; 10 feet for residential development only
Interior Setback Abutting Residential	—	—	—	5 feet for one story, 15 feet for two stories, 25 feet for three to five stories
Side Setback	5 feet	5 feet	5 feet	None; 10 feet for residential development only
Rear Setback	15 feet	15 feet	15 feet	—
Lot Width (interior lot)	30 feet	50 feet	75 feet	100 feet
Lot Depth	none	100 feet	100 feet	100 feet
Maximum Building Height	28 feet	25 feet	25 feet	65 feet
Maximum Lot Coverage	52%	61%	61%	61%
Landscaping	All areas not used for buildings, structures, patios, parking, or pedestrian walks shall be landscaped with grass, ground cover, or other plantings, and shall be provided with an accepted irrigation system (sprinklers, bubblers, or diffuser heads) or hose bibs not over 50 feet from any portion of the planted area.	All areas not used for buildings, structures, patios, parking, or pedestrian walks shall be landscaped with grass, ground cover, or other plantings, and shall be provided with an accepted irrigation system (sprinklers, bubblers, or diffuser heads). Additionally, there shall be provided one hose bib for each three automobile parking spaces.	All areas not used for buildings, structures, patios, parking, or pedestrian walks shall be landscaped with grass, ground cover, or other plantings, and shall be provided with an accepted irrigation system (sprinklers, bubblers, or diffuser heads). Additionally, there shall be provided one hose bib for each three automobile parking spaces.	Minimum 10% of lot area

Table 2. Summary of Residential Zone Districts				
Regulation	R-1	R-2	R-3	C-R (Mixed-Use)
Open Space	Not specified	Not specified	A minimum of 400 square feet of ground-level common open space per dwelling unit shall be provided for all multiple dwellings. This required area may be incorporated in landscaping or recreation areas for use by all residents, except that any multiple residential development of five or more units shall include in its design a formal outdoor recreation area for residents that shall include not less than 50% of the required open space. Ministerial approval is provided for development and landscape standards.	Not specified
Source: Chapter 17, Zoning, of the Municipal Code du/acre = dwelling units per acre				

Table 3. Residential Uses Permitted by Zoning District				
Use	R-1	R-2	R-3	C-R (Mixed-Use)
Accessory Dwelling Unit	P	P	P	P
Accessory Building	P	P	P	P
Boarding or Roominghouse			C	
Community Care Facility (6 persons or fewer)	P	P	P	
Day Care Facility, Small (fewer than 8 children)	P			
Day Care Facility, Large (fewer than 14 children)	C			
Dwelling, Single-Family	P	P	P	P ¹
Dwelling, Single-Family Additional ²				
Dwelling, Two-Family		P	P	
Dwelling, Three-Family		P	P	
Dwelling, Multiple			P	
Dwelling, Multiple, including senior and affordable housing developments				C
Dwelling, Multiple affordable housing and single-room-occupancy with a minimum density of 30 units per acre				P
Emergency Shelter	P	P	P	
Home Occupation	P	P	P	
Junior Accessory Dwelling Unit	P			
Live/Work units, provided that the commercial portion is an office, retail, or service use that is permitted in the C-R zone				C
Manufactured Housing (anchored on a permanent foundation)	P	P	P	P ¹
Mobile Home and Trailer ³			C	
Mixed-Use Development with Residential Component				P
Residential Condominiums				
Senior Housing	C	C	C	C
Single-Room Occupancy (SRO)				P ⁴
Supportive and Transitional Housing	P	P	P	
Vegetable and Flower Garden		P	P	
Source: Chapter 17, Zoning, of the Municipal Code P = Permitted; C = Conditional Use Permit ¹ Provided they have a minimum density of 30 units per acre. The minimum number of units on each lot is 16 units per lot. ² Provided that the lot contains a minimum of 10,000 square feet of lot area, and all setbacks, lot coverage limitations, and parking requirements are met. ³ Mobile home and trailer designed and used for residential occupancy located within a mobile home park legally established prior to January 1, 1980. ⁴ Permitted with a minimum density of 30 units per acre.				

Allowable Uses by Definition

- **Accessory Dwelling Unit (ADU):** Also referred to as a Second Unit, is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated.

An accessory dwelling unit also includes the following:

- An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.
- A manufactured home, as defined in Section 18007 of the Health and Safety Code.
- Accessory Building: A portion of the main building or a detached subordinate building located on the same lot, the use of which is customarily incident to that of the main building, or to the use of the land. Notwithstanding the foregoing, the term “accessory building” does not include second units. Where a substantial part of the wall of an accessory building is a part of the wall of the main building, or where the accessory building is attached to the main building in a substantial manner by a roof, such accessory building shall be considered as a part of the main building.
- Boarding or Roominghouse: A building containing a single dwelling unit and not more than 10 guest rooms where lodging is provided with or without meals, for compensation. A boarding or roominghouse shall not include rest homes, nursing homes, boarding homes, or homes for the aged.
- Community Care Facility: A facility that provides resident services in a private residence to six or fewer individuals who are not related to the resident household. These individuals are handicapped, aged, disabled, or in need of adult supervision in accordance with their individual needs. This category includes foster or boarding homes for children, group homes, and family homes. “Family or community care facilities” shall be subject to the following conditions:
 - Such facilities shall be permitted only in dwelling units licensed by the State, county, or other jurisdiction so authorized
 - That there be no undue concentration of such facilities in any block or neighborhood when such concentration would become materially detrimental to the public health or safety or to the aims and goals of the program
 - That the use be so operated as not to constitute a public nuisance
- Day Care Facility: A location where children less than 18 years of age are given care, protection, and supervision in the care giver’s home for periods of less than 24 hours per day while the parents or guardians are away.
- Dwelling, Single-Family: A detached building designed or used exclusively for occupancy by one family and having a kitchen facility for only one family.
- Dwelling, Two-Family: A building designed or used exclusively for the occupancy by two families, living independently of each other and having separate kitchen facilities for each family. The term “two-family dwelling” shall include the term “duplex.”

Dwelling, Multiple: A detached building designed and used for occupancy by three or more families, each living independently of the others and each having separate kitchen facilities.
- Family: As defined by the City of South El Monte Municipal Code, ““family”” means a reasonable number of persons living together as a single housekeeping unit in a dwelling unit.

This definition will be updated as part of **Program 3** of the Housing Element to overcome its impediment to fair housing choice.

- **Home Occupation:** Any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which does not change the character thereof. A day care facility shall not be a home occupation for the purpose of this code.
- **Junior Accessory Dwelling Unit (JADU):** A unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
- **Mobile Home:** A manufactured home, as defined in the South El Monte Municipal Code.
- **Manufactured Home:** A structure, transportable in one or more sections, which, in the traveling mode, is 8 body feet or more in width, or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" shall also include any structure that meets all the requirements of this paragraph except the size requirements if the manufacturer of the structure complies with the statutory certification requirements for manufactured homes and the standards set forth for manufactured homes in the California Health and Safety Code. Manufactured homes are permitted in the R-1, R-2, R-3, and C-R zoning districts in the same manner as stick-built single-family residential uses. The City considers manufactured housing units to be a single-family dwelling and is therefore permitted in the same zones and manner as single-family residential uses. Separately, the establishment or enlargement of any mobile home park requires a Conditional Use Permit.
- **Residential Condominiums:** A residential condominium is defined as an estate in real property consisting of an undivided interest in common in a portion of real property together with a separate interest in a space in a residential complex located on such real property. In South El Monte, residential condominiums are permitted in zones allowing such uses with a Conditional Use Permit.
- **Second Unit:** Also referred to as an ADU. An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a single-family dwelling. "Second unit" also includes efficiency units and manufactured homes.

2.2 Provisions for Special Housing Types

Community Care Facilities

Community care facilities are defined by Section 1502 of the Health and Safety Code as any facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult daycare, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children, and includes residential facilities, adult day programs, therapeutic day services facilities, foster family agencies, foster family homes, small family homes, social rehabilitation facilities, and community treatment facilities. The City permits community care facilities by-right within residential zones (R-1, R-2, and R-2).

Senior Housing

Senior housing is intended to serve populations 55 years and older for the purposes of facilitating development of quality, affordable and market rate housing for seniors. Senior housing is permitted with a Conditional Use Permit (CUP) in the residential (R-1, R-2, and R-33), commercial (C-R), and commercial industrial (C-M) zones. In addition, site plan review is required for any property located in the improvement district. Developers of senior housing projects must comply with the site character standards outlined in Chapter 17.17.040 of the Municipal Code, including preservation of existing amenities, preservation and incorporation of historic or distinctive structures, and provision of appropriate connective elements (e.g., walkways). Further, developers must comply with development standards governing building setbacks, unit size, minimum dwelling amenities, laundry facility provisions, trash enclosures, parking, landscaping, equipment, utility and mechanical equipment, recreational facilities, lighting, design, security, and maintenance.

The City provides various incentives to developers in exchange for senior housing, consistent with those incentives defined by the State density bonus law. Additionally, the City requires at least 25 percent of the dwelling units be available at affordable housing for very low- and low-income households, and at least 40 percent of the 25 percent must be very low-income households. In accordance with Civil Code Section 51.3, a “Senior Citizen Housing Development” is defined as a residential development developed for, substantially rehabilitated for, or renovated for “senior citizens” that has at least 35 dwelling units. Further, the State defines a “senior citizen” as a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development. Senior Citizen Housing Developments are eligible for a density bonus in accordance with State density bonus law. Senior housing that meets the requirements under State density bonus law are not subject to any local regulations that are more stringent than those requirements set forth in State density bonus law. Cities may not have requirements that are more stringent than State law. As such, **Program 3, Zoning Code Amendments to Remove Constraints**, of the Housing Element calls for updating the City’s density bonus ordinance to comply with the current State density bonus law. As mentioned in the City’s Municipal Code, senior housing developments require a CUP in all allowed zones. This is a constraint to developers and will be ameliorated through **Program 3** in

the Housing Element by removing or mitigating discretionary permit requirements associated with Senior Housing developments.

Boarding and Roominghouses

Although a boarding house and roominghouse may provide housing to unrelated individuals, it is not considered a residential care facility. Boarding houses and roominghouses are defined as above and are conditionally permitted in the R-3 zone. Design standards are limited to preventing exterior alterations to the residential structure, requiring all parking to be located in a rear yard and consistent with parking requirements for one bedroom, and requiring driveway locations and widths to meet the same standards established by the City.

Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU)

ADUs in the City are allowed on any legal parcel in any R-1, R-2, R-3, and C-R zoning districts subject to development standards identified Section 17.38 of the Zoning Code.

ADU floor area is limited to 850 square feet for one and fewer bedrooms, and 1,000 square feet for two or more bedrooms. For attached ADUs, the floor area cannot be more than 50 percent of the existing living area of the primary dwelling. Both attached and detached ADUs cannot exceed the height of the primary residence (two-story limit). In general, ADUs that meet the following criteria are permitted in areas zoned to allow single-family or multi-family dwellings:

- ADU is contained within a legally constructed existing space of the primary dwelling or accessory structure.
- There is an independent exterior access from the existing residence.
- Side and rear setbacks are sufficient for fire safety.
- All applicable building and safety codes are met.
- Only one ADU will exist on the site.

JADUs in the City are allowed when there is an existing or proposed single-family residence on the site. The following standards apply only to JADUs:

- Either the primary residence or the JADU must be owner-occupied at all times as required by State law
- The JADU shall not exceed 500 square feet in size and be contained entirely within an existing or proposed single-family structure
- There is a separate entrance from the main entrance to the structure
- There are separate sanitation facilities or shared sanitation facilities with the existing structure
- An efficiency kitchen is included

An additional one parking space is required to be provided on site for the ADU. The on-site parking space required for the ADU may be provided as covered, uncovered, or as tandem parking on an existing

driveway. No additional parking space is required for an ADU if it meets any of the following conditions: (1) is located within 0.5 miles of a public transit stop; (2) is located within an architecturally and historically significant historic district; (3) is contained within a legally proposed or existing space (i.e., all fully enclosed area, including a garage) of the primary dwelling or accessory structure; (4) when on-street parking permits are required but not offered to the occupant of the ADU; (5) when there is a commercial car share vehicle pick-up and drop-off location located within one block of the ADU.

The City adopted the most current ADU regulations into its Zoning Code as of January 1, 2020, through Ordinance 1242. Since then, several changes to State law have been made to further remove barriers to the construction of ADUs. Although the ADU provisions in the City's Zoning Code are outdated due to changing State law, it is the City's policy to permit ADUs consistent with State law. As part of implementation of **Program 5, Accessory Dwelling Unit Program**, of the Housing Element, the City will modify the requirements for ADUs to comply with State law, including adding provisions for JADUs as required by law, such as allowing both JADUs and ADUs on the same lot. Additionally, **Program 5** will require the City to develop a plan that incentivizes and promotes deed restricted, affordable ADUs.

Emergency Shelters

Emergency shelters in the City are permitted by right in the R-1, R-2, and R-3 residential zones (no areas of the City have been so designated R-2 on the land use map). Emergency shelters are subject to the same land use regulations and development standards that apply to all development within the identified districts (e.g., lot size, setbacks, building height).

Combined, the R-1 and R-3 zone districts make up approximately 510 acres of the City, or 29 percent of land uses. Although vacant land is limited in the City, the zones offer ample opportunities for redevelopment of uses for emergency shelters to address the 59 people experiencing homelessness identified in the City in the 2020 Los Angeles Homeless Service Authority's Homeless Count. These areas are located in various parts of the City, including along or near (within 1 block of) major transportation/transit corridors such as Santa Anita Avenue, Rush Street, Peck, Garvey Avenue, and Tyler Avenue. Transit access along these corridors is provided by Metro and Foothill Transit. The R-1 zone is also located within easy access from State Route 60. **Program 7, Support for Those Experiencing Homelessness**, of the Housing Element identifies actions the City is taking to combat homelessness through funding identified through Measure H.

Supportive and Transitional Housing

State law (Assembly Bill [AB] 2634 and Senate Bill [SB] 2) requires local jurisdictions to address the provisions for transitional and supportive housing, and establishes transitional and supportive housing as a residential use. Therefore, local governments cannot treat it differently than other, similar types of residential uses (e.g., requiring a use permit when other residential uses of similar function do not require a use permit). The Zoning Code lists transitional and supportive housing as a permitted use in the R-1, R-2, and R-3 residential zones. In these zones, the uses constitute a residential use, permitted by-right, and are subject only to those restrictions that also apply to other residential uses of the same type in the same district.

Under AB 2162 and AB 2988, supportive housing meeting specific standards shall be a use by-right in all zones where multi-family and mixed uses are permitted, including nonresidential zones permitting multi-family uses, and in zones where emergency shelters are permitted. Additionally, no minimum parking can be required for units occupied by supportive housing residents if the development is located within 0.5 miles of a public transit stop. **Program 21, Zoning Revisions for Special Needs Housing**, of the Housing Element will amend the Zoning Code to permit transitional and supportive housing in the C-R zone, consistent with State laws.

Single Room Occupancy (SRO) Units

State law mandates that local jurisdictions address the provision of housing options for extremely low-income households, including single-room-occupancy (SRO) units. SRO units are one-room units intended for occupancy by a single individual. It is distinct from a studio or efficiency unit, in that a studio is a one-room unit that must contain a kitchen and bathroom. Although SRO units are not required to have a kitchen or bathroom, many SROs have one or the other. Currently, the C-R zone allows by-right multi-family residential, affordable housing, and SRO units with a minimum density of 30 units per acre.

Employee Housing

The California Employee Housing Act requires that housing for six or fewer employees be treated as a regular residential use. This mandates that employee housing shall not be required to apply for any additional permit or process that would not be required of a residential structure in the same zone. The Employee Housing Act further defines housing for agricultural workers consisting of 36 beds or 12 units be treated as an agricultural use and permitted where agricultural uses are permitted.

Agricultural uses are not allowed in South El Monte. Currently, employee housing can be built in any zone where residential uses (R-1, R-2, and R-3) are allowed if they meet the development standards in that zone. **Program 21** of the Housing Element ensures compliance with all applicable requirements related to employee housing in the City.

Low-Barrier Navigation Centers

SB 48 requires Housing Elements to allow a low-barrier navigation center by-right in areas zoned for mixed uses (C-R) if the center meets specified requirements. A low-barrier navigation center is defined as housing or shelter in which a resident who is experiencing homelessness or is at risk of experiencing homelessness may live temporarily while waiting to move into permanent housing.

The City will amend its Land Development Code to ensure that low-barrier navigation centers are allowed as a use by-right in areas zoned for mixed use, and nonresidential zones permitting multi-family uses if they meet the requirements of Article 12 (commencing with Section 65660) of Chapter 3, Division 1, Title 7 of the California Government Code (see **Program 22, Low Barrier Navigation Centers**, of the Housing Element).

2.3 Facilitating Affordable Housing

The City provides several mechanisms to maintain flexibility in development standards. This flexibility is an important means to address limitations inherent at a specific site (e.g., topographic, geographic, physical, or otherwise), as well as provide a means to address other goals and objectives of the City, such as providing affordable housing for all income groups.

Density Bonus Ordinance

A density bonus is an entitlement to build additional residential units above the maximum number of units allowed per the Municipal Code in exchange for providing affordable housing, as specified by Government Code Sections 65915–65918.

For projects consistent with the applicable affordable requirements, jurisdictions must grant one density bonus, and if requested by the applicant, incentives or concessions and waivers or reductions of development standards depending on the percentage of affordable units. Concessions and incentives include reductions in site development standards or a modification of Zoning Code or architectural design requirements, such as a reduction in setbacks or minimum square footage requirements, approval of mixed-use zoning, or other incentives or concessions that result in actual cost reductions. In accordance with State law, projects that meet the minimum criteria for a density bonus are entitled to at least one concession and may be entitled to as many as four concessions, depending on the amount of affordable housing units provided.

The City's Zoning Code (Chapter 17.83) outlines the density bonus and the incentives or concessions that are available to affordable housing and qualifying residential projects; however, the City's density bonus ordinance approved in 2014 is no longer in compliance with the State's latest density bonus law.

Under AB 2345, which took effect on January 1, 2021, amending Government Code Section 35915, the maximum available density bonus for projects not composed exclusively of affordable housing increased from 35 to 50 percent. To receive the top bonus, a project must comply with unit replacement requirements and set aside at least (1) 24 percent of units for low-income households, (2) 15 percent of units for very low-income households, or (3) 44 percent of for-sale units for moderate-income households. Bonuses between 35 and 50 percent will be granted on a sliding scale, while current affordability requirements to obtain a lesser bonus will remain unchanged. The City's density bonus ordinance does not meet the current State Law maximum density bonus of 50 percent.

Program 3 of the Housing Element calls for updating the City's density bonus ordinance to comply with the current State density bonus law, including AB 2345, to: (1) increase the maximum amount of density bonuses that must be granted to eligible affordable projects, (2) reduce the percentage of lower-income units that must be reserved to receive two or three incentives, and (3) revise the mandatory reductions in parking ratios.

Mixed-Use District

The City permits multi-family housing and mixed-use projects with a residential component in the C-R zone and Santa Anita Corridor Overlay district where there is an underlying C-R zoning. Ordinance 1243,

adopted April 28, 2020, established the Santa Anita Corridor Overlay Zone, which is subject to the following standards:

- A requirement that residential uses occupy at least 50 percent of the total floor area of a mixed-use project.
- Allowed development types will be limited to mixed-use developments and residential stand-alone uses.
- Owner-occupied and rental multi-family residential uses will be allowed by-right for developments in which at least 20 percent of the units are affordable to lower-income households during the planning period. Currently owner-occupied and rental multi-family residential uses with densities of at least 30 units per acre are allowed by-right.

This new overlay encourages the development of affordable housing and a mixed land use pattern along an underutilized commercial corridor in the City.

Design Standards for Development Adjacent to a Single-Family Residential Zone District

The City requires additional design standards for industrial and commercial developments adjacent to single-family residences to ensure a natural transition between uses; these regulations also apply to mixed-use residential developments. Design standards include additional setback requirements, loading areas that are located in a manner to reduce noise, additional landscaping requirements, and screening requirements. Further, the City requires performance standards to ensure continued maintenance of the industrial and commercial property. Performance standards include: noise level that are not to exceed those noise regulations prescribed by the City, the prohibition of outdoor storage, exterior lighting that protects neighboring properties from direct glare, and other limitations to ensure that noise levels do not exceed those permitted by the City.

The design and performance standards required of mixed-use developments that are adjacent to single-family residential uses constrain general nuisances that can be caused by commercial uses. They not only protect single-family residences, but also make the residential portion of a mixed-use development more peaceful for residents who wish to reside in an active mixed-use development.

Lot Consolidation Incentives

Lot consolidation can increase the efficiency of land uses and create the critical mass needed for a quality multi-family housing project. The City relies on new development for the consolidation of lots. Thus, the City seeks to promote public/private partnerships in assembling and redevelopment infill parcels. The process for lot consolidation is outlined in Section 16.28.010 of the Municipal Code. **Program 8, Lot Consolidation Program**, of the Housing Element will commit the City to maintaining an inventory of potential sites to provide developers with information regarding development incentives for affordable units.

Growth Controls or Similar Ordinances

The City has no growth control measures or urban growth limit line. The City has no local ordinances that directly impact the cost and supply of residential development, short-term rental ordinances, inclusionary housing ordinance, or moratoriums on specific development types (Government Code Section 65583(a)(5)).

2.4 Development Fees

Like cities throughout California, the City collects development fees to recover capital costs of providing community services and the administrative costs associated with processing applications. New housing typically requires payment of the following fees: school impact, park in-lieu, sewer and water connection, and building permits, and a variety of handling and service charges. These fees comprise a significant part of housing costs in the City. In addition, subdivisions and multi-family projects may incur the cost of preparing environmental impact reports, traffic studies, soils reports, and filing fees for tentative and final maps. Such fees are typically based on the hourly rates of City employees (including overhead) and the number of hours spent processing the application or performing the associated work.

Pursuant to its Quimby Fee Ordinance, the City charges a park development fee. However, there are no Mello-Roos fees charged in the City. Building permit and plan check fees are in line with those currently charged by other jurisdictions in the area. The City's current fees for discretionary development and development impact fees are summarized in **Table 4**.

Table 4. Current Discretionary and Impact Fees	
Discretionary Permit Fees	
Description	Fee
Conditional Use Permit	\$6,250
Minor Conditional Use Permit (Residential)	\$6,209
Street Closure	\$1,664
Variance	\$6,250
Tentative Tract/Parcel Map	\$6,250
Lot Line Adjustment	\$3,067
District Board Review	—
Determination of Use	\$1,710
Specific Plan	\$6,209
Zone Change	\$6,250
General Plan Amendment	\$6,250
Zoning Regulation Amendment	\$6,250
Specific Plan Amendment	\$6,250
Initial Study/Negative Declaration	\$6,209
Environmental Impact Report (Plus Actual Costs)	\$6,688
Appeal Planning Commission Action	\$2,502
Appeal Design Review Board	—
Zoning Compliance Letter	\$105

Table 4. Current Discretionary and Impact Fees	
Discretionary Permit Fees	
Description	Fee
Time Extension	\$764
Sign Permit	\$105
Banner/Portable Sign Permit	\$52
Fences/Walls	\$52
Home Occupation Permit	\$105
Zoning Map (Actual Costs)	\$105
Filing Permit (Per Day)	\$1,368
Noticing	\$245
Temporary Use Permit	\$1,273
Development Fees	—
Certificate of Compliance	—
Park Fee (Per Square Foot)	\$57.49
Mello Roos Fee (None)	\$0
Engineering Fees	—
Permit Issuance Fees	\$76
Renewal or Extension of an Existing Permit	\$63
Tract Map	\$750
Parcel Map	\$400
Subdivision Improvement Agreement (Tract or Parcel Map)	\$505
Updating City Maps (up to Four Reviews)	\$5,046–\$10,093
Review/Approve As-Builts	\$1,009
Source: City of South El Monte, 2021.	

The City charges various planning and development fees to recoup costs and ensure that essential services and infrastructure are available when needed. The City is sensitive to the issue that excessive fees may hinder development, and strives to encourage responsible and affordable development. In 2017, the City Council adopted a new fee schedule that reflects minor upward adjustments of some fees. This fee schedule is available on the City's website. As indicated in **Table 5**, the City's fees are compared to those of El Monte, La Puente, and Baldwin Park. Some of the permit fees charged by the City of South El Monte are slightly higher than those of the neighboring communities surveyed; however, most of the fees are generally consistent with neighboring communities.

The City's current fee structure includes a scaled permit fee structure for plan check and inspection fees, which are the same for single-family and multi-family developments. The fees for plan checks range from \$28 for projects valued at \$1 to \$500, to over \$13,019.93 for projects valued over \$1,000,001. Similarly, inspection fees range from \$32 for projects valued at \$1 to \$500, to over \$15,317.56 for projects valued over \$1,000,001. Assuming a 1,500-square-foot unit, City fees would be approximately \$9,646.41 per unit. This assumes 20 electrical fixtures, five plumbing fixtures, and the plan check and inspection fees. The permit fees would equate to about 5 percent of the 1,500-square-foot residential unit with a project valuation of \$197,250.

Table 5. Comparison of City's Permit Fees with that of Surrounding Cities (2021)				
Permit	South El Monte	La Puente	El Monte	Baldwin Park
Conditional Use Permit	\$6,250	\$4,265	\$2,837.41	\$1,750 deposit +staff time
Variance	\$6,250	\$1,830	\$3,577.69	\$1,330 deposit +staff time
Tentative Tract Parcel Map	\$6,250	\$5,480	\$2,582.03	\$4,080 deposit +staff time
Lot Line Adjustment	\$3,067	\$906	—	—
Specific Plan	\$6,209	\$4,712	—	\$2,915
Zone Change	\$6,250	\$10,439	\$5,798.56	\$3,400 deposit +staff time
General Plan Amendment	\$6,250	\$4,300	\$5,798.56	\$3,400 deposit +staff time
Zoning Regulation Amendment	\$6,250	\$5,679	\$13,751.36	\$3,400 deposit +staff time
Sources: City of LA Puente Updated Fee Schedule (Adopted March 12, 2019); City of El Monte Planning Division Fees (Effective July 1, 2020); City of Baldwin Park Planning Fee Schedule (Effective September 15, 2002)				

Conclusion

Overall, planning and process fees charged by the City and impact fees by other public agencies may serve to constrain affordable housing development. Therefore, the City offers technical assistance and regulatory concessions to help facilitate affordable housing development in the City.

2.5 Processing Procedures

Site plan review and zoning case processing can be an unnecessarily lengthy, cumbersome process that delays the development of housing and increases costs. The City's policy is to discourage the backlog of such cases. The environmental review process is required for those projects needing some form of discretionary review (variances, zone changes, General Plan Amendments). The City's building plan check time for new construction averages approximately 3 to 4 weeks. The length of time between project approval and request for a building permit is typically 2 to 3 months. Larger or more complex projects, or those requesting a deviation from the Municipal Code or a request for a variance, may take longer (approximately 1 month longer).

Ministerial permits, also known as by-right permits, involve application of standards and criteria found in the Municipal Code. As previously shown in Table 2, single-family development proposals are permitted ministerially in zones that allow residential uses (R-1, R-2, R-3, C-R). Multi-family development proposals are permitted ministerially in the R-2, R-3, and C-R zones. ADUs are permitted ministerially within the R-1, R-2, and R-3 zones. Manufactured/mobile homes are permitted ministerially in the R-1 zone. Ministerial permits must follow the applicable building, zoning, and development regulations, as specified in the Municipal Code. A site plan review and certifications of plans is required prior to issuance of building permits. The typical timeframe of approval for a multi-family development takes only the length of time for a plan check, which ranges from 3 to 4 weeks. However, when development proposals do not meet the requirements of the City's Zoning Code or other applicable regulations, such as the Building Code, or when the project is more complex and requires multiple reviewing disciplines, the process can take longer, ranging anywhere from between 3 to 6 months.

In addition, SB 35 creates a new streamlined approval process for multi-family residential projects in cities and counties not meeting their Regional Housing Need Allocation goal. The new project streamlining process applies in jurisdictions not on pace to meeting their goal for construction of above-moderate-income housing and/or lower-income housing (the sum of the very-low-income and low-income categories). SB 35, which took effect January 1, 2018, requires local entities to streamline the approval of certain housing projects by providing a ministerial approval process (no California Environmental Quality Act review process), focused design review, and removal of or lower parking requirements. This is a voluntary program that a project sponsor may elect to pursue, provided that certain eligibility criteria are met. On September 28, 2020, AB 831 was passed, which clarifies that a development subject to the streamlined, ministerial approval process created by SB 35, and the site on which it is located, must be zoned for residential use or mixed-use development, and at least two-thirds of the square footage of the development must be designated for residential use.

The City does not have a current process to accommodate SB 35 streamlined applications. To ensure that the SB 35 streamlining process is readily available to interested developers and/or property owners, **Program 28** of the Housing Element includes an action to establish a streamlining process for qualifying SB 35 housing developments.

Discretionary permits involve additional project review by City staff and review against applicable policies. Discretionary permits are required for a CUP, subdivision, zone change, general plan amendment, and variance. A CUP is required for specific land uses, and reference must be made to the Zoning Code. Senior housing is conditionally permitted in the R-2 zone. Boarding or rooming houses, senior housing, and mobile home parks are conditionally permitted in the R-3 zone. Live/work units and multiple residential with senior and affordable housing are conditionally permitted in the C-R zone. Prior to approval of a discretionary action permit, a determination must be made by a decision-making body that the permit meets the required findings. Therefore, discretionary permit reviews typically take longer to process than ministerial (by-right) reviews, and can be costlier due to staff review costs charged to the project applicant (see Table 3).

The specific process procedures for CUPs (Chapter 17.86 of the Municipal Code), zone changes and general plan amendments (Chapter 17.66 of the Municipal Code), and variances (Chapter 17.70 of the Municipal Code) are described below.

Conditional Use Permit

The purpose of a CUP is to afford the Planning Commission the opportunity to review proposed uses, structures, or facilities that could have an adverse effect on the surrounding area, and to place such reasonable conditions upon these uses and developments as to make them more compatible with their surroundings. A CUP is required for any use within a zone district that is designated as a conditional use. When it is determined that a CUP is required, the application and accompanying exhibits, maps, and documents must be made available to the Planning Commission. At the time the application is submitted, a fee, established by written resolution of the City Council, is required (see Table 3). Upon receipt of the required application and fee, the Planning Commission will set a hearing date. The Planning Commission is required to make findings that the proposed use will not be detrimental to persons or properties in the

immediate vicinity nor to the City in general. If it fails to make these findings, the request shall be denied. The Planning Commission may grant, conditionally grant, or deny a CUP based on the required findings, evidence presented by the staff report, the public hearing, or upon its own study and knowledge of the situation. The Planning Commission may attach such reasonable conditions of approval as it deems are necessary. Within 10 days following the Planning Commission's decisions, the applicant must be notified in writing. If approved, the CUP will become effective within 14 days following the Planning Commission's approval.

The applicant or any other person aggrieved by the Planning Commission's decision may appeal to the City Council in accordance with the City's Municipal Code. Unless otherwise specified, the CUP, if not utilized within 24 months from the effective date, shall be deemed null and void. The abandonment or nonuse of a CUP for 3 consecutive months or for 6 months during any calendar year shall terminate the CUP. If the CUP is not utilized within the 24-month timeframe, the applicant may apply for an extension before the expiration of the permit on a form approved by the Community Development Director.

Zone Change and General Plan Amendments

When necessary, the City Council may amend zoning regulations. Proposed amendments must be reviewed by the Planning Commission for consistency with current City policies and plans prior to consideration by City Council. The Planning Commission must hold at least one public hearing on all text amendments and property rezoning proposals. The Planning Commission may disapprove, continue to a later meeting, or recommend approval of a text amendment or property rezoning to City Council. The applicant, or any interested party, may appeal the decision of the Planning Commission to the City Council in accordance with applicable provisions of the Zoning Code. The City Council must hold at least one public hearing on each Planning Commission recommendation to amend the text or to reclassify property. Text amendments and zoning decision of the Planning Commission may be modified, approved, disapproved, continued to a later meeting, or returned to the Planning Commission for further study and recommendations. The City Council's decision must be based on the required findings discussed in the Zoning Code. The City Council's decision to approve a text amendment or rezoning shall become effective 30 days from the date of adoption of the ordinance approving the change. All other decisions shall become effective 14 days after approval. Reclassification shall not be reconsidered within 1 year from the date of the last official action taken unless the submittal is first approved by the Planning Commission or City Council.

Variances

Variances from the terms of the Zoning Code are granted only when, because of special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the provisions of these regulations deprives such property of privileges enjoyed by other properties in the vicinity and under the identical zoning classification. No variance shall be granted by the Planning Commission unless findings identified in Chapter 17.70 of the City's Municipal Code are made. An application for a variance must be filed with the Planning Commission, along with documentation to ensure the fullest practical presentation of facts for the public record. Upon filing a variance application, Planning Commission will set a date for a public hearing. If, from the application and facts provided, or by

investigation, or at the direction of the Planning Commissions, findings pursuant to Chapter 17.70 are made, the Planning Commission may grant the requested variance. If the Planning Commission fails to make the required findings, the application shall be denied. The Planning Commission may attach such reasonable conditions to the approval as it deems necessary. If the variance is not utilized within the 24-month timeframe, the applicant may apply for an extension before the expiration of the permit on a form approved by the Community Development Director. Within 10 days following the Planning Commission's decision, the applicant must be notified in writing. The variance authorized or granted will become effective 14 days from the date the determination is made, during which time a written appeal from the decision may be taken to the City Council by the applicant or person aggrieved by the determination.

Where the City established density minimums for sites identified in the 5th cycle Housing Element, requests to build at densities below the density minimum would be subject to a variance. As fully discussed in **Appendix E, Sites Analysis and Inventory**, of the Housing Element, the realistic capacity for lower-income sites was calculated based on minimum densities permitted in the corresponding zones. Therefore, for the 2021-2029 6th Cycle planning period (6th Cycle), any development that proposes densities below what is identified in the Sites Inventory will trigger the City's no net loss program (**Program 24** of the Housing Element), where they City will evaluate remaining capacity before approving such a development proposal. Further, any redevelopment of existing residential units would prompt the enforcement of the City's replacement requirements program (**Program 20** of the Housing Element) to further ensure that the City's housing stock remains.

Processing Times

For development projects, potential delays in processing development applications and plans can increase holding costs considerably. To reduce potential delays, the City's development process has been designed to accommodate applications in a timely manner in an attempt to minimize this risk. **Table 6** provides approximate timelines for typical development approvals within the City.

Table 6. Permit Processing Times	
Type of Application	Processing Timeframe
Environmental Impact Report	6–12 months
Negative Declaration	3–4 months
General Plan Amendment	3–4 months
Zone Change	3–4 months
Tentative Parcel Map	3–4 months
Tract Map	3–4 months
Conditional Use Permit	3–4 months
Variances	3–4 months
Design Review	2–3 weeks
Source: City of South El Monte, 2021.	

2.6 Development Standards

Building Code Requirements

The City has adopted the 2019 California Building Code by reference to the County of Los Angeles codes, which establishes minimum construction standards as applied to all residential buildings. The County of Los Angeles adopted the 2019 California Building Standards Code, which includes the 2019 Building Code, 2019 Electrical Code, 2019 Plumbing Code, 2019 Mechanical Code, 2019 Residential Code, 2019 Green Building Standards Code, and the 2019 Existing Building Code. The 2019 California Building Standards Code establishes standards and requires inspections at various stages of construction to ensure code compliance.

County of Los Angeles modifications to the California Building Code, Plumbing Code, Mechanical Code, Electrical Code, Existing Building Code, Residential Code, and Green Building Standards Code are reasonably necessary because of local climatic and geological conditions. The local climate is characterized by hot, dry summers, often resulting in drought conditions, followed by strong Santa Ana winds; often resulting in hazardous fire conditions; and heavy winter rains, often resulting in expansive soil conditions. Other modifications are administrative and are necessary to allow the uniform application of the codes. Further modifications are less restrictive than the California Building Code.

The City is located within a seismically active region that requires additional development standards and requirements to mitigate the damaging effects of ground shaking. Amendments allow the City to maintain the same level of seismic and wind resistance for high-rise, tilt-up, and poured-in-place concrete buildings as with the previously adopted codes. Relevant examples of local amendments to the Building Code adopted by the County of Los Angeles include the restriction of wood shingles and wood shakes as roof coverings in any Fire Hazard Severity Zone; additional requirements for structures assigned to Seismic Design Category D, E, or F wood diaphragms supporting concrete or masonry walls; special inspections are not required for detached one- or two-family dwellings not exceeding two stories above grade plan, provided the structure is not assigned to Seismic Design Category D, E, or F and does not have horizontal or vertical irregularities; permanent wood foundation systems and prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E, or F; and retaining walls assigned to Seismic Design Category D, E, or F shall not be partially or wholly constructed of wood. Additionally, the County of Los Angeles has further amended the Building Code to extend the amount of time before a permit that is issued by the Building Official will expire from 180 days to 12 months from the date of permit issuance, increasing flexibility, as outlined in the Building Code requirement. Other modifications are of an administrative or procedural nature. Although Building Code requirements can increase the cost of construction and act as a constraint to the development of housing, the adopted amendments are found by the City to be reasonably necessary to safeguard life and property within South El Monte.

Code Enforcement

The City uses Code Enforcement Officers to assist in the identification of substandard housing, and to promote property maintenance in accordance with the City Zoning and Building Ordinances and State and County Health Codes. The Code Enforcement Division receives and investigates complaints regarding

alleged violations of the Municipal Code, such as property maintenance violations, private property parking violations, zoning violations, illegal vendors, yard sales, commercial and industrial violations, licensing and permit compliance issues, and sign codes. Due to budgetary limitations, code enforcement efforts must largely react to complaints received versus acting proactively. Requests are made through City's website or by calling.

The City may, in the future, initiate a program where existing housing units are inspected when they are resold. At this time, resources to undertake such a program are extremely limited. However, the City has applied for a grant to fund an Owner-Occupied Rehabilitation (OOR) Program, which would provide eligible and qualified borrowers with 30-year, deferred-payment loans. The program will aim to preserve the quality and value of the City's housing stock by assisting extremely low, very low, and lower-income homeowners with a loan for home improvements to rehabilitate their home. Some of the repairs that may be permitted under this program include, but are not limited to, roof replacement, exterior painting, new windows, landscaping, and plumbing repairs and replacement. As part of this program, the Code Enforcement Division would coordinate distribution of Homeowner Rehabilitation Assistance program funding with code enforcement case data to assist eligible households.

Site Improvements and Dedications

Site improvements and property dedications are important components of new development and contribute to the creation of decent housing. Housing construction in South El Monte is subject to a variety of site improvement and building code requirements that add to the cost of development. Developers are generally responsible for covering the full cost of water, sewer, road, and drainage improvements within their projects. All new construction in the City is required to install all public improvements in accordance with the City standards and specifications on file with the City unless all such public improvements already exist along the applicant's street frontage (Municipal Code Section 12.08, Public Improvements Affecting Roadways).

Typical off-site infrastructure improvements for new projects include constructing new streets, which includes undergrounding of utilities, parkway landscaping, curbs, gutters, sidewalks, and street lighting that are in compliance with standards as defined in the General Plan and Municipal Code. Local streets require a dedication of 50 feet with a curb-to-curb width of 36 feet. Residential collectors require a dedication of 60 feet with a curb-to-curb width of 40 feet.

As stated in the Municipal Code (Section 16.12, Design and Improvement Requirements), site improvements for residential subdivisions include fire hydrants; landscaping; public utility connections, including electricity, gas, water, sewer, storm drain, and telecommunications services (designed and installed for each parcel); and street lighting.

Parking Requirements

City parking standards for residential developments are tailored to vehicle ownership patterns associated with different residential uses. Although these standards may affect development costs, they are considered necessary to ensure certain quality standards for multi-family housing. The Zoning Code allows for significantly reduced parking standards for senior housing and affordable housing. Parking requirements for residential uses in South El Monte are summarized in **Table 7**.

Table 7. Parking Requirements for Residential Land Uses	
Land Use Category	Required Parking
Single-Family Dwelling	Two standard spaces within a garage.
Duplex (Two-Family) or Triplex (Three-Family) Dwelling	Two standard spaces per dwelling unit within a garage.
Multiple-Family Dwelling	Two standard spaces per dwelling unit with a garage, plus one guest parking for every four units.
Mobile Home Park	Two standard spaces for each mobile home site or space. The parking may be tandem. One additional space per each five mobile home sites or spaces shall be provided for guests.
Senior Housing and Very Low/Low Income	0.5 spaces per unit.
Accessory Dwelling Unit	One parking space shall be provided on site. No additional parking space is required for an accessory dwelling unit if it meets any of the conditions in Section 17.38.050(15).
Mixed-Use Development (with residential component)	Based on outcome of parking demand study.
Source: City of South El Monte, Chapter 17.60 Zoning Ordinance, 2021.	

The City will be undertaking focused updates of its Zoning Code to conform to State law and to remove governmental and non-governmental constraints on the development of housing. As part of that effort, the City will evaluate, and modify if necessary, parking standards to ensure that they do not constrain the development of housing, specifically multi-family housing (**Program 3** of the Housing Element). Additionally, **Program 3** will identify funding opportunities for the development of a parking study to inform opportunities for reduced parking requirements along corridors with bus routes.

2.7 Constraints on Housing for Persons with Disabilities

Development of Housing

People with disabilities have special needs when it comes to housing. Often, households containing one or more person with a disability are also occupied by older adults. Additionally, residential care facilities and other specialized housing supports those with disabilities or special needs (discussed further in Section 1.2). In zones that allow residential uses, senior housing is conditionally permitted in the R-2 and R-3 zones. Transitional housing and residential care facilities with six persons or fewer are permitted in the R-1, R-2, and R-3 zones. Requirements for discretionary permits and community noticing requirements may pose constraints to development.

The City adheres to all equal housing requirements and promotes adherence to such laws, as follows:

- The City abides by State requirements that govern group homes and supportive housing. Group homes and supportive housing are permitted in all residential zone districts. There are no development standards or other requirements beyond those that may be required for any State licensing.
- Effective January 1, 2019, AB 2162 (Supportive Housing Streamlining Act) requires supportive housing to be considered a use by-right in zones where multi-family and mixed-uses are permitted, including nonresidential zones permitting multi-family uses, if the proposed housing development meets specified criteria. The law prohibits the local government from

imposing any minimum parking requirement for units occupied by supportive housing residents if the development is located within 0.5 miles of a public transit stop. AB 2162 also requires local entities to streamline the approval of housing projects containing a minimum amount of supportive housing by providing a ministerial approval process, removing the requirement for California Environmental Quality Act analysis, and removing the requirement for Conditional Use Authorization or other similar discretionary entitlements. As part of **Program 21**, the Zoning Code will be revised to permit supportive housing in the C-R zone by-right.

- The City's Zoning Code does not restrict occupancy of housing units through a restriction of occupancy to family members. As indicated previously, the City adheres to all equal housing requirements, and promotes adherence to such laws in the City.
- The City is required to comply with all pertinent State laws regulating a "permitted-by-right" designation of licensed residential care facilities with fewer than six persons in all residential zones. The State has removed any City discretion for review of small State-licensed group homes for persons with disabilities (six or fewer residents). For this type of use, the City does not impose additional zoning, building code, or permitting procedures other than those allowed by State law. **Program 3** of the Housing Elements commits to revisions to the Zoning Code to permit and site group care facilities for seven or more persons in a manner that does not pose a constraint to the development of this use.
- The City has adopted the State Uniform Building Code (CBC), which establishes minimum construction standards as applied to all residential buildings. No local amendment has been made to the CBC. The City also allows residential retrofitting to increase the suitability of homes for persons with disabilities in compliance with accessibility requirements. Such retrofitting is permitted under the 2019 California Building Code (there are no local amendments to the CBC). Further, the City works with applicants who need special accommodations in their homes to ensure that application of building code requirements do not create a constraint.

Reasonable Accommodations

Special interior improvements are often needed to accommodate a tenant or homeowner with a disability. For example, door frames must be wider to accommodate wheelchairs, ramps are needed instead of stairs, handrails need to be installed in bathrooms, cabinet doors must be accessible, and light switches and other devices need to be within easy reach. Unless provisions are made for persons with a disability during original construction, such facilities will not likely be provided in a typical rental unit.

As indicated in Appendix B, there is a large number of households in the City that include at least one member who has a disability. Not all of the disability categories require physical alterations to the housing unit to better accommodate the resident with a disability. However, many residents will benefit from specific improvements that would better accommodate a person with a disability. The City is required by the Federal Fair Housing Act and the California Fair Employment Housing Act to provide a process for consideration of reasonable accommodation requests. A deviation process is available to applicants for

circumstances where the existing zoning regulations would preclude residential development for persons with disabilities. The City is committed to providing reasonable accommodations to policies and programs to ensure that persons with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. **Program 15, Resources for Persons with Disabilities**, of the Housing Element focuses on encouraging equal access to housing and services to meet the needs of persons with disabilities. The City has an administrative process for the modification of development standards in cases of demonstrable hardships. Improvements may be approved by the Community Development Director as long as a number of findings may be made, as follows:

- The request for reasonable accommodation must be used by an individual with a disability protected under fair housing laws.
- The requested accommodation is necessary to make housing available to an individual with a disability protected under fair housing laws.
- The requested accommodation would not impose an undue financial or administrative burden on the City.
- The requested accommodation would not require a fundamental alteration in the nature of the City's General Plan and Zoning Ordinance.

The City's Zoning Ordinance and other regulations governing housing do not preclude or discourage housing that promotes reasonable accommodation.

3 Non-Governmental Market Constraints

There is little land in the City available for new construction. Also, in most instances, parcels are divided into small lots or have irregular-shaped lots that make residential development difficult. This section identifies those market factors and other financial factors that may affect the cost of new housing.

The City has been unable to identify any factors subject to local control related to land, fees, labor, materials, and/or financing that would significantly reduce the cost for housing. However, the City can support the production of affordable housing through land use incentives, such as the State Density Bonus law and mixed-use designations that offer higher allowable densities, which can aid in reducing costs for affordable housing. Although there are no City programs that directly support homebuyers' financing, the State of California and County of Los Angeles both provide a range of financing opportunities for low- and moderate-income homebuyers, some of which the City actively participates in and promotes. The City is committed to continue participating in regional and State programs that address non-governmental market constraints. **Program 11, First-Time Homebuyer Programs**, of the Housing Element involves continued participation and promoting these external programs and resources on the City's website.

3.1 Cost of Land and Construction

According to a 2014 study commissioned by California’s four State-level housing agencies—the California Tax Credit Allocation Committee (TCAC), the California Debt Limit Allocation Committee (CDLAC), the Department of Housing and Community Development (HCD) and the California Housing Finance Agency (CalHFA)—local and development-specific factors such as the type of housing (e.g., family units, special needs housing, single room occupancy), land availability and affordability, community opposition, materials costs and local building requirements (e.g., parking, design, density, quality and durability) all influence development costs for affordable housing. Land, construction, and financing costs represent the most significant non-governmental constraints in the production of housing for most income groups in South El Monte.

Land costs within the City are increasing due to the built-out nature of the City and limited availability of land. Depending on location and desirability of the site, the cost for land in the area ranges from a low of \$10 per square foot to a high of approximately \$65 per square foot. Prior to the Redevelopment Agency being disbanded, it purchased a 4.8-acre site within the Santa Anita Avenue mixed-use area for \$31.08 per square foot. Land values can vary depending on location, proximity to infrastructure and amenities, zoning and development potential, and availability of land in the area. Land costs for residential developments are often passed along to the consumer in the form of rent prices or home sale prices. Residential land prices in many areas have risen sharply since 2012. According to Harvard’s Joint Center for Housing Studies, the price per acre in Los Angeles County increased from \$1,045,700 in 2012 to \$2,006,800 in 2017, an approximately 92% increase.

Purchasing land accounts for roughly 10% to 20% of total development costs for a typical multi-family project. Land in high-resource areas with access to infrastructure, desirable land uses, and other community amenities costs more due to a higher demand. Although affordable housing developers typically work with local governments to develop affordable housing, there are limited resources available for the construction of affordable housing. To supplement the shortage of funding and tax credits, it is necessary for the City to offer incentives to market-rate developers to provide affordable housing units. The median total development costs for affordable housing projects in Los Angeles County increased from \$275,305 to \$434,823 per bedroom from 2013 to 2019. This is reflected in recent statistics that indicate that the Southern California area is now the most expensive housing market in the country. The City has been unable to identify any factors subject to local control related to land, fees, labor, materials, and/or financing that would significantly reduce the cost for housing. However, the cost for housing in the City is typically lower than the average costs for the region.

Construction costs include both “hard” and “soft” costs. Hard costs, such as labor and materials, typically account for 50% to 70% of construction costs, and soft costs, such as architectural and engineering services, development fees, construction financing, insurance, and permitting, typically average around 20% to 30% of total costs, although they can be higher for subsidized affordable housing or complex projects. A significant cost factor associated with residential building involves the cost for building materials. These costs can account for more than half of the total construction cost. According to the latest Building Valuation Data release in 2019, the national average for development costs per square foot for apartments and single-family homes in 2019 were as follows:

- Type I or II, Multi-Family: \$148.82 to \$168.94 per square foot
- Type V Wood Frame, Multi-Family: \$113.88 to \$118.57 per square foot
- Type V Wood Frame, One- and Two-Family Dwelling: \$123.68 to \$131.34 per square foot

The costs of design, regulation, and operations do not vary much by building size, so larger buildings allow developers to spread these fixed costs over more dense developments. In general, construction costs can be lowered by increasing the number of units in a development, reflecting economies of scale in multi-family construction, until the scale of the project requires a different construction type that commands a higher per-square-foot cost. This is because construction costs change substantially depending on the building type. For example, high-rise concrete apartments might cost \$75 or more per square foot than a six-story wood-frame structure on a concrete podium. Apartments four stories or fewer can typically achieve an economy of scale, provided that the building has typical amenities and no structured parking. However, for smaller-scale and affordable or middle-income housing, onerous regulations can impose a significant burden. Because of the jump in construction costs, developers may not build to the maximum height or floor-to-area ratio. Mobile homes are significantly less expensive, as are precision or factory-built housing products.

Labor costs also greatly contribute to construction costs. They are generally two to three times the cost of construction materials. A 2019 study for Smart Cities Preval found that California lost about 200,000 construction workers since 2006. Many lost their job during the recession and found work in other industries. Before the COVID-19 pandemic, the industry already faced this historic shortage of skilled labor, and the labor gaps might get even larger, especially in states like California. California's shortage of needed construction workers, combined with rising prices in construction materials, also contributes to driving up construction costs.

The COVID-19 pandemic resulted in delays and shortages for some construction materials, and extended timelines and costs for many developments under construction. Construction delays only further constrain California's housing shortage, exacerbating the current supply-and-demand imbalance across much of the State as the housing market continues to see home prices accelerate with a record low supply of homes for sale. The median sale price for single-family homes in South El Monte is \$500,000 to \$600,000. Assuming a 10% down payment of \$60,000 and a 5%, 30-year fixed mortgage, monthly principle and interest would be approximately \$3,670. The down payment required to purchase a home combined with a high monthly payment represent major obstacles for most families.

3.2 Availability of Financing

Availability of financing for the construction of housing and for home ownership loans can greatly impact the housing market. In the past, local banks and other lending institutions in the community provided a source of readily available financing for constructing new housing and rehabilitating and conserving existing housing stock. Following the 2008 Great Recession, financing became more difficult to obtain due to overall more stringent eligibility requirements. Although there are limited funding sources for the construction, rehabilitation, and preservation available through the County of Los Angeles and the State and federal governments, the City does not currently have any local ordinances that directly impact the cost of development.

Construction Financing

Construction loans are short-term, interim loans used for new home construction. Construction loans can be used to cover the cost of land, contractor labor, building materials, permits, and more. With a construction loan, the lender is unable to claim the residence as collateral, and views these types of loans as riskier. Developers must usually supply at least 25% of the project value upfront, and perhaps more if the total cost is more than 75% of the estimated value of the project. Although there is no hard threshold for how much required upfront equity is too much before a residential project would be infeasible, the higher the proportion of equity required, the more unlikely that a developer would proceed with the project. Construction loans must also be paid off when the loan matures, typically 1 year or less. This can be done through the conversion of the loan to mortgage financing or by obtaining a mortgage to secure permanent financing to pay off the loan.

Financing for residential projects, particularly affordable housing, is quite complex. The level of subsidies required for affordable housing projects necessitates the pooling of multiple funding sources. The County of Los Angeles offers several funding programs for affordable housing developers meeting eligibility requirements. The Los Angeles County Development Authority (LACDA) publicly releases its Notice of Funding Availability (NOFA), twice annually with a focus on funding the development or rehabilitation of low-income rental housing. Funding sources include Measure H, No Place Like Home, and Measure JJJ. Additionally, the City supports the production of affordable housing through incentives such as the State Density Bonus law and mixed-use land-use designations that offer higher allowable densities, which can aid in reducing costs for affordable housing.

Mortgage Financing

Current (2021) interest rates for home loans are between 2% and 3%, depending on the terms of down payment. Mortgage rates have been at a record low in recent months due to the COVID-19 pandemic, and recent policy statements from the Federal Reserve indicate that these rates will stay low for the foreseeable future. Although recent economic conditions have seen housing prices increase and interest rates remain low, buying a house or refinancing a mortgage is becoming less attainable for many households, as banks raise requirements such as minimum credit score. Loan applicants with short credit history, lower incomes, self-employment incomes, or other unusual circumstances have had trouble qualifying for loans or are charged higher rates. This economic barrier could disproportionately affect

lower-income borrowers, making it harder for them to close on a loan, especially as a result of the COVID-19 pandemic and resulting economic fallout. The economic fallout has resulted in the unemployment rate increase in the City from 4.5% in January 2020 to 10.4% in December 2020, making it more difficult for unemployed, underemployed, and lower-income borrowers and other groups who historically have found it the most difficult to get a loan, and to get a fair loan.

The County of Los Angeles offers several first-time homebuyer programs and homeowner resources to assist low- to moderate-income households. Homebuyer programs include the First Home Mortgage Program, the Home Ownership Program (HOP), the Mortgage Credit Certificate (MCC) Program, and the Affordable Homeownership Opportunities (AHOP) Program. Other home improvement programs include the Handyworker Program, Single-Family Home Improvement Program (SFHIP), Residential Sound Insulation Program (RSIP), and Mobile Home Improvement Grant Program. **Program 11, First-Time Homebuyer Programs**, of the Housing Element involves promoting these resources on the City's website.

The Home Mortgage Disclosure Act requires many financial institutions to maintain, report, and publicly disclose loan-level information about mortgages. This requirement applies to all loan applications for home purchase, improvements, and refinancing, whether financed at market rate or with government assistance. This data helps show whether lenders are serving the housing needs of their communities; they give public officials information that helps them make decisions and policies, and they shed light on lending patterns that could be discriminatory.

Table 8 summarizes the disposition of loan applications submitted to financial institutions in 2019 for home purchase, refinance, and home improvement loans in South El Monte. The loan outcome information in the table includes the proportion of applications that were approved, denied, or incomplete or withdrawn by the applicant.

Table 8. Disposition of Home Loans (2019)				
Loan Type	Total Applicants	Percent Approved ¹	Percent Denied	Percent Other ²
Government-Backed Purchase	8	37.5%	12.5%	50.0%
Conventional Purchase	50	78%	8.0%	14.0%
Refinance	255	58.4%	17.3%	24.3%
Home Improvement	30	26.7%	60.0%	13.3%
Loans on Dwellings for Five or More Families	6	83.3%	0.0%	13.7%
Total	349	58.5%	19.2%	22.3%
1. Approved includes loans approved by the lenders whether or not accepted by the applicant.				
2. Other includes loan applications that were either withdrawn or closed for incompleteness.				
Sources: Home Mortgage Disclosure Act Lending Activity MSA/MD by Census Tract Data				

Home Purchase Loans

In 2019, eight households applied for government-backed loans (FHA, FSA/RHS, and VA) in South El Monte. Of those applications, 38% were approved and 13% were denied. More households applied for conventional loans to purchase homes in South El Monte, with a total of 50 applications. Of those, 78% of the conventional loan applications were approved and 8% were denied.

Refinance Loans

The highest number of applications received were for refinance loans, likely because many homeowners are looking to swap out their old mortgages for new loans at record-low rates. A total of 255 households in South El Monte applied for a home refinance loan in 2019. Of those applications, only 58% were approved, 17% were denied, and 24% were either withdrawn or closed for incompleteness.

Home Improvement Loans

In 2019, a total of 30 household applied for home improvement loans in the City. This category had the highest percentage of applications denied. Of the total applications, 60% of home improvement loans were denied by lending institutions and 27% were approved. One of the most important factors that lenders evaluate when reviewing an application is the applicant's debt-to-income ratio, which indicates how much income the monthly debt takes up. Most home improvement loan applicants may have high debt-to-income ratios from their mortgage loan, which may explain why it is harder to qualify for the additional financing.

Multi-Family Loans

The smallest number of loans were for loans on dwellings for five or more families, with a total of six applications. None of these applications were denied, which may point to finance availability and need for financial institutions to undertake more of these loan types. Of those applications, 83% were approved and 22% were either withdrawn or closed for incompleteness.

4 Environmental Constraints

4.1 Hazardous Materials

Sites that were developed prior to the 1970s may include trace amounts of lead and/or asbestos in the soils and in any remaining structures. Lead-based paint was commonly used prior to 1970 and is the predominant source of lead contamination in local soils. Asbestos was commonly used as insulation and in floor tiles during this same period. As a result, any demolition associated with sites containing older structures will likely need some form of investigation. There are several cleanup sites located throughout the City, including the San Gabriel Valley Superfund Site along Santa Anita Avenue. Future development may require completion of clean-up activities and additional remediation work to ensure construction does not introduce hazards to workers or residents.

4.2 Seismic Hazards

Major faults in the region include the Whittier/Elsinore, Norwalk, Newport/Inglewood, Santa Monica, Sierra Madre, Palos Verdes, and San Andreas Faults. According to the Los Angeles County General Plan Safety Element, no known or suspected active fault traces pass through or are located near the City. There are no designated Alquist-Priolo Special Studies Zones found within the City. The nearest Alquist-Priolo Special Studies Zone is the Whittier Fault, located approximately 2 miles to the northeast. The Norwalk

Fault is located approximately 6 miles to the south. The City is, and will continue to be, subject to ground shaking hazards associated with earthquakes in the region. The level of risk within the City is no greater than that anticipated for the region. Additionally, South El Monte and the cities in the surrounding area are within an area where liquefaction may occur during a strong earthquake. Construction in accordance with applicable building code standards and site-specific geotechnical reports will ensure that the liquefaction zone does not present risk to future residents.

4.3 Wildfire Risk

The City is primarily urbanized and lacks native or natural vegetation. According to maps prepared by the Los Angeles County Fire Department, the City is not within a fire zone. Additionally, the California Department of Forestry and Fire Protection (CAL FIRE) maps indicate that the City is not within a State Responsibility Area or Fire Hazard Severity Zone.

4.4 Flooding

With the exception of the Rio Hondo River and San Gabriel River, there are no lakes or streams within the City. The majority of the City's potential development sites have undergone previous development. The Federal Emergency Management Agency identifies the entire City as Zone X, which is an area of minimal flood hazards.

4.5 Infrastructure Capacity

Residential development during this 6th Cycle, will primarily occur on properties that have previously been developed. Dry utilities, including electricity, natural gas, cable, and telephone, are available at all sites identified in the Sites Inventory (see **Appendix E**). The City's utilities receive necessary upgrades and improvements based upon future growth and development anticipated by the General Plan.

The larger development projects are anticipated to occur in zones allowing for higher density (C-R zone) along the 0.5-mile segment of Garvey Avenue in the northernmost part of the City and the parcels along Santa Anita Avenue near SR-60. Both areas allowing higher density are well served by infrastructure located within the respective roadways.

4.5.1 Water

Water service is provided by the San Gabriel Valley Water Company. Water supply sources include groundwater pumped from the Main Basin and the Central Basin, imported surface water from the Central District, and recycled water. According to the 2015 Urban Water Management Plan(UWMP), groundwater is the primary source of water (95%), and the remaining is recycled water. San Gabriel Valley Water Company has not purchased treated imported water supplies since 2007. San Gabriel Valley Water Company is allowed to pump 20,384 acre-feet per year (AFY) and 2,565 AFY to maintain the operating safe yield of the Main Basin and Central Basin, respectively. Historical data indicates that the Main Basin and Central Basin have been well managed for the full period of the adjudications, resulting in a stable and reliable water supply. There are no contemplated basin management changes, other than increasing direct use of recycled water and the planned use of recycled water for groundwater replenishment in the

Main Basin to reduce the need to import water from other regions. Therefore, groundwater supplies in the Main Basin and Central Basin are deemed reliable.

San Gabriel Valley Water Company provides water service to an area with a current population of approximately 256,756. The largest water demand sector is single-family residential, followed by multi-family. Single-family uses consumed 12,784 AFY and multi-family uses consumed 5,286 AFY in 2015. San Gabriel Valley Water Company is projected to have a population of approximately 289,400 by 2040. Projected populations in San Gabriel Valley Water Company's service area were based on projections obtained from the Southern California Association of Governments. Based on this projection, it is estimated that single-family water demand will increase to 18,617 AFY and multi-family water demand will increase to 7,697 AFY in 2040.

The estimated number of lower-income households located within San Gabriel Valley Water Company's service area is approximately 55% of the total number of households. Based on 55% of total residential water demands, the projected water demand for lower-income households would be approximately 14,500 AFY by 2040. The 2015 Urban Water Management Plan acknowledges the requirements that water service for low-income households within the service area must be prioritized.

The 2015 Urban Water Management Plan indicates that the San Gabriel Valley Water Company will meet water demands during normal, single dry, and multiple dry years over the next 20 years with current water supply sources. Further, the San Gabriel Valley Water Company has prepared and adopted a Water Shortage Contingency Plan in the event that a water shortage is declared. It is designed to provide a minimum of 50% of the normal supply during a severe or extended water shortage. San Gabriel Valley Water Company has identified several stages of action that may be triggered by a shortage. Future housing construction will be accommodated by San Gabriel Valley Water Company through the 2040 planning horizon. The San Gabriel Valley Water Company considers residential build-out associated with the General Plan in their UWMP efforts.

4.5.2 Sewers

Wastewater generated within San Gabriel Valley Water Company's service area is treated by the Los Angeles County Sanitation Districts. Wastewater in the City is collected within sewer collection systems. The City has adopted the 2015 Sewer System Management Plan. As required by Order No. 2006-0003, Statewide General Waste Discharge Requirements, the Sewer System Management Plan will undergo review recertification every 5 years. The Statewide General Waste Discharge Requirements also requires an agency to have a System Evaluation and Capacity Assurance Plan. This component involves preparing and implementing a Capital Improvement Program that will provide the hydraulic capacity of key sewer systems for dry-weather peak-flow conditions, and appropriate design storm or wet-weather events. The City's current Sewer Master Plan, prepared in 2011, is a comprehensive plan that identifies existing system capacity, deficiencies, features, items/elements, and necessary upgrades and improvements based on future growth and development anticipated by the General Plan. The Collection Sewer System Capacity Enhancement Program is a combined effort of the City and County of Los Angeles Department of Public Works. The City's Sewer Master Plan complements the County of Los Angeles's efforts through its Capital

Improvement Program. Pipe segments identified to be deficient through the City Sewer Capacity Study will be prioritized for orderly upgrades.

The City's local sewers tie into the Los Angeles County Sanitation Districts' regional trunk sewers. The City is served by the Los Angeles County Sanitation District No. 2. Sewer lines, which are maintained by the County of Los Angeles Department of Public Works, with sewage from the area conveyed through sewer mains into the Joint Water Pollution Control Plant in Carson. The Joint Water Pollution Control Plant has a design capacity of 400 million gallons per day, and currently treats 260 million gallons per day. Given the projected demand and the existing remaining treatment capacity, future developments' treatment demand can be met by the service provider. Expansion or construction of a new wastewater treatment facility to meet the demands of the 2021–2029 Housing Element update is not required.

4.5.3 Stormwater

The City is served by the Los Angeles County Flood Control District, which operates and maintains regional and municipal storm drainage facilities. The City works with the Flood Control District in making local drainage plans and improvements. The existing storm drain infrastructure can accommodate the projected runoff from the potential residential development anticipated for the 6th Cycle. The projected stormwater runoff is not anticipated to significantly increase with future residential development given the nature and extent of existing impervious surfaces within the City. Further, Chapter 8.44, Stormwater Management and Discharge Control, of the City's Municipal Code establishes requirements for development and redevelopment to integrate low-impact-development practices that reduce stormwater runoff.

5 Quantified Objectives

Based on the City's needs, resources, constraints, and programs outlined in the Housing Element, **Table 9** summarizes the quantifiable objectives for the 6th Cycle. The quantified objectives estimate the number of units likely to be constructed, rehabilitated, or conserved/preserved by income level during the planning period. The quantified objectives do not represent a ceiling on development, but rather set a target goal for the City to achieve.

Table 9. Summary of Quantifiable Objectives for 6 th Cycle (2021–2029)					
Income/ Affordability Category	RHNA	New Construction	Units to be Rehabilitated	At-Risk Units to be Preserved ¹	Households to be Assisted
Extremely Low/ Very Low	131	100	20	—	60
Low	64	60	40	—	200
Moderate	70	20	—	—	100
Above Moderate	312	400	—	—	—
Total	577	580	60	0	360
¹ . No units are identified as at-risk for the next 10 years. RHNA = Regional Housing Need Allocation					

Appendix D: Affirmatively Furthering Fair Housing Analysis

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1 Introduction

Fair housing occurs when individuals of similar income levels have the same range of housing choice available to them in the same housing market regardless of their characteristics as protected under local, State, and Federal laws. It is important to the City that its citizens have fair housing choice, free from discrimination on the basis of race/ethnicity, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act, California Government Code Section 65008, and other State and Federal fair housing and planning laws. In 2018, Assembly Bill 686 – Affirmatively Further Fair Housing, amended Sections 65583 and 65582.2 of the California Government Code to require a public agency to administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing.

From freeway expansion to discriminatory housing loan practices, historically underserved communities across the nation have experienced decades of housing disinvestment and infrastructure underinvestment, leaving many communities with higher rates of air pollution, poverty, unemployment, educational attainment, and health risks. State and Federal laws, such as the Fair Housing Act, have established pathways for local jurisdictions to create more diverse and equitable communities, but reversing decades of discriminatory policies at all levels of the public and private sector is complex, and many challenges to equitable development remain. The Housing Element seeks to affirmatively further fair housing by first identifying segregated living patterns and barriers to fair housing, then designating sites for affordable housing in areas of opportunity and implementing programs that aim to replace segregated living patterns and transform racially and ethnically concentrated areas of poverty. Ensuring that sites for housing, particularly units available for lower-income households, are located in high resource areas, rather than concentrated in areas of high segregation and poverty, requires jurisdictions to plan for housing with regards to the accessibility of various opportunities including jobs, transportation, good education, and health services.

This section serves as an assessment of fair housing practices pursuant to California Government Code Section 65583(c)(9) in the City of South El Monte (City). Housing Elements are required to include the following.

- A summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction's fair housing enforcement and outreach capacity;
- An analysis of available federal, state, and local data and knowledge to identify integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs within the jurisdiction, including displacement risk;
- An assessment of the factors that contribute to the fair housing issues identified in the analysis;
- An identification of the jurisdiction's fair housing priorities and goals, giving highest priority to the greatest contributing factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance; and
- Measurable strategies and actions to implement the fair housing priorities and goals in the form of programs to affirmatively further fair housing

2 Regional Analysis of Impediments

The City is committed to affirmatively furthering fair housing choice and promoting equal housing opportunity, in accordance with the requirements of State and Federal Fair Housing law. To achieve this, the City participated in the regional Analysis of Impediments (AI) to Fair Housing Choice for the Community Development Commission and Housing Authority of the County of Los Angeles (HACoLA) and works to remove these impediments. The AI ¹ identifies impediments to fair housing choice, contributing factors, and goals for overcoming the barriers that have been identified as contributing to fair housing issues pertaining specifically to the Urban County and the areas served by HACoLA. These impediments are in relation to the following fair housing issues.

- Segregation and Integration
- Racially or ethnically concentrated areas of poverty (R/ECAPs)
- Disparities in Access to Opportunity
- Disproportionate Housing Needs
- Discrimination or violations of civil rights laws or regulations related to housing

Relevant portions of the regional AI have been incorporated into the assessment of fair housing portion of this housing element to complement the analysis, identifications of contributing factors, and strategies and actions, where applicable.

3 Housing Element Outreach

While outreach and community engagement have always been important, in recent years significant strides have been made in technology and level of effort regarding engagement. Past engagement may not always have had multiple forms of media, meaning that public meetings were the primary media, with surveys and stakeholder interviews and other types of engagement taking a back seat. Public meetings are not always the most accessible for multiple reasons. If a meeting is at only one specific time, or if it is only offered in English, it can leave out people unable to go at that time, or people without proficiency in English. Virtual meetings are also not always accessible for similar reasons, but could also be inaccessible if individuals do not have reliable internet.

Engagement related to the Housing Element has attempted to be comprehensive while in the context of the COVID-19 pandemic. An online survey was used to engage residents on local housing needs and concerns. All outreach and outreach material, including the survey, were available in English and Spanish to foster participation across demographics, as 63.4 percent of the population is Spanish Speaking. Virtual public workshops were held to allow for interested residents to learn and provide feedback, while observing stay at home orders. While this outreach was conducted virtually, participants had the option of joining through their computers, tablets, or using a call-in number if they did not have access to internet. In addition, the outreach was held in the evenings, outside of working hours. An extensive outreach

¹ https://www.lacda.org/docs/default-source/community-development-block-grant/assessment-of-fair-housing/2018-final-analysis-of-impediments/volume-i.pdf?sfvrsn=2f8b81bd_2

process contributes to a set of meaningful goals, policies, and programs that will reflect the City's housing needs and the priorities and needs of all of those in the City, including those with special needs and lower income populations.

Please refer to **Appendix F, Community Engagement Results**, for a full summary of outreach material and outreach conducted as part of the Housing Element update.

4 Assessment of Fair Housing

4.1 Fair Housing Enforcement and Outreach Capacity

This section provides information of the organizations that provide fair housing services available to both providers and consumers of housing, as well as the nature and extent of fair housing complaints received by the fair housing provider within the service area.

Fair housing services available in the service area include outreach and education, complaint intake, and testing and enforcement activities. These organization include.

- U.S. Department of Housing and Urban Development (HUD)
- California Department of Fair Employment and Housing (DFEH)
- Housing Rights Center (HRC)
- Housing Authority of the County of Los Angeles (HACoLA)
- Fair Housing Council of Orange County

The HRC, which primarily operates in Los Angeles County (County), receives multi-year grants from HUD to conduct systemic testing in areas where statistics point to discrimination. Specifically, persistent housing discrimination based on race, national origin, familial status, and disability. The organization also provides resolution for housing discrimination, including mediation and litigation services. HACoLA provides online resources on their website such as links to various organizations including HUD, HRC, and advocacy groups, as well as relevant policy documents.

For the region, Los Angeles-Long Beach-Anaheim, the Fair Housing Council of Orange County provides similar services to HACoLA's and additionally provides low-cost advocacy, mediation, individual counseling, and comprehensive community education.

In the service area, data collected from 2008 through 2016, the most common bias for complaints were for disability, familial status, and race. Of the total 2,610 complaints logged from 2008 to 2016, 57 percent were determined to have no cause and 21.6 percent were deemed successfully settled.

According to HUD's Office of Fair Housing and Equal Opportunity, from 2013 through 2021, there were zero inquiries in the City, and the City has not been involved in any lawsuits related to fair housing in recent years, and the City has no ongoing litigation in terms of housing rights or civil rights violations.

Specific to the City, the City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. The City provides a process by which residents of the City can call the City's ADA (Americans with Disabilities Act) Coordinator for modification requests, or to file a complaint about any act of discrimination or

program, service, or activity of the City which is not accessible to persons with disabilities. In addition, the following resources intended to address issues or promote compliance with housing discrimination laws and/or fair housing laws and regulations are available to the City's residents:

- **Stay Housed LA County.** The COVID-19 pandemic has cost people their jobs and livelihoods. This has left an estimated one-third of households not being able to make rent and facing losing their homes. In response, Stay Housed LA County is a tenant assistance program that provides free legal services to tenants facing eviction during the COVID-19 public health crisis.
- **CA COVID-19 Rent Relief - Housing Is Key.** will help income-eligible households pay rent and utilities, both for past due and future payments. The federal Consolidated Appropriations Act of 2021 provides funding to support the program and tenant (renter) protection laws signed by the current Governor, Governor Newsom.
- **LA County Mortgage Relief Program.** The County program includes a relief fund which provides grants of up to \$20,000 for qualified property owners, plus expanded foreclosure prevention counseling services.
- **Housing Rights Center.** Housing Counselors are available to answer questions about tenant-landlord rights and obligations, including topics like security deposits, evictions, repairs, rent increases, harassment, and more. Conversations with Housing Counselors are private and confidential and can help residents find the resources they need.

The City recognizes the effect that discrimination has in limiting housing choice and equal opportunity in renting, selling, and financing housing, and the importance in adhering to and promoting compliance with existing fair housing laws and regulations. The City offers fair housing information and referrals at the public counter in City Hall and is currently working on providing this information as well as providing links to additional fair housing resources on the City website.

Additionally, as detailed in **Program 14** of the Housing Element, steps the City will take to affirmatively further fair housing during the planning period include:

- The City permits SROs in the C-R (Commercial Residential) zoning district. To further support the creation of new affordable housing opportunities through the conversion of existing motel properties to Single Room Occupancy (SRO) lodging, the City will amend the Zoning Code to permit SROs in the C (Commercial) zone.
- The City will promote and ensure compliance with housing discrimination laws to ensure that all print and advertisement materials for the sale or rental of housing is compliant with Government Code 12955, which prohibits such materials from indicating a preference or limitation based on a protected classification.
- And the City will continue to support and participate in the Regional Analysis of Impediments to Fair Housing Choice in coordination with the Community Development Commission of the County of Los Angeles and the Housing Authority of the County of Los Angeles.

Further, the City complies with existing fair housing laws and regulations and will administer all programs and activities related to housing and community development in a manner to Affirmatively Further Fair Housing, including the State's Density Bonus Law (California Government Code Sections 65915–65918), Housing Element laws, the definition of family, the California Employee Housing Act, and Reasonable

Accommodation Procedures. In addition to the actions included as part of **Program 14** of the Housing Element, steps the City will take to affirmatively further fair housing during the planning period include updating the Zoning Code's definition of "family" in order to overcome impediments to fair housing choice, and updating the City's Density Bonus ordinance consistent with State law, including the provision of a bonus for student affordable housing, senior housing, and permitting up to an 80% bonus for 100% affordable developments, as detailed in **Program 3**. **Programs 1 and 24** will ensure that the City has adequate capacity to accommodate the RHNA throughout the 2021-2029 6th Cycle planning period (6th Cycle). Further, **Programs 20 and 23** demonstrate the City's commitment to the Housing Crisis Act. Additionally, the City is committed to continued communication and coordination with community stakeholders as detailed in **Programs 16 and 17** that prioritize communication through the availability of resources. Additional details related to the City's prioritization for addressing impediments to fair housing and strategies for Affirmatively Furthering Fair Housing in compliance with existing fair housing laws and regulation can be found in **Section 7, Contributing Factors to Fair Housing Issues and Strategies for Affirmatively Furthering Fair Housing**, and in **Exhibit A, Fair Housing Contributing Factors and Program/Actions Matrix**, which details the associated program/action types to overcome the identified issues and their corresponding metrics and milestones that aim to affirmatively further fair housing in the City.

4.2 Segregation and Integration

Patterns of segregation have been commonly linked to poorer life outcomes in income, housing equity, educational attainment, and life expectancy, according to research from the University of California, Berkeley (UC Berkeley)². Affirmatively furthering fair housing involves overcoming patterns of segregation that foster inclusive communities.

4.2.1 Race and Ethnicity

The population within the City is predominately Hispanic or Latino³. Approximately 46 percent of the City's population identified as White, 15 percent identified as Asian, and 36 percent identified as some other race⁴. **Table 1, Race and Ethnicity**, indicates the ethnic and racial characteristics of the City's population, the changes in the City's population between 2010 and 2019, and the County's population.

² S. Menedian, S. Gambhir. "Racial Segregation in the San Francisco Bay Area," *Othering & Belonging Institute, UC BERKLEY, 2018*, <https://belonging.berkeley.edu/study-finds-strong-correlations-between-segregation-and-life-outcomes-sf-bay-area>.

³ The Census Bureau defines "Hispanic or Latino" as a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. People who identify as Hispanic, Latino, or Spanish may be any race.

⁴ "Some Other Race" includes all other responses not included in the White, Black or African American, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander race categories described above. Respondents reporting entries such as multiracial, mixed, interracial, or a Hispanic or Latino group in response to the race question are included in this category.

Table 1. Race and Ethnicity				
Race/Ethnicity	Racial Characteristics of South El Monte Residents			Racial Characteristics of Los Angeles County
	# Persons (2019)	% Persons (2010)	% Persons (2019)	% Persons (2019)
White	9,645	63.5%	46.5%	51.3%
Asian	3,039	13.9%	14.7%	14.6%
Black or African American	75	0.2%	0.4%	8.1%
American Indian and Alaska Native	151	0.6%	0.7%	0.7%
Native Hawaiian and Other Pacific Islander	0	0.0%	0.0%	0.3%
Other	7,466	21.2%	36.0%	21.0%
Two or More Races	345	0.6%	1.7%	4.0%
Ethnic Characteristics of South El Monte Residents				
Hispanic or Latino (of any race)	17,060	82.3%	82.3%	48.5%

As indicated in **Figure 1, Racial and Ethnic Distribution in South El Monte**, the City's population predominantly identifies as Hispanic or Latino. The City and County's populations are similar in racial and ethnic demographics. The City and County's populations are similar in racial and ethnic demographics. However, the City is home to a higher proportion of Hispanic and Latino individuals and population that identifies as some other race, while the County hosts a greater percentage of Black or African American and White people.

Overtime, the City's White population has decreased and the population that identifies as some other race has increased, while the proportion of the population that identifies as Hispanic or Latino has not fluctuated and remained approximately the same from 2010-2019.

Generally, the average racial composition and number of people of different races or ethnicities in neighborhoods differs depending on location. To further examine this, this assessment relies on a calculation of the diversity index which summarizes racial and ethnic diversity. The index shows the likelihood that two people, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity). Although the ethnic makeup of the City is primarily Hispanic or Latino, **Figure 2, Diversity Index in South El Monte**, data collected in 2018, indicates moderate, 70 to 85, to higher diversity index, greater than 85. **Figure 2(a), Diversity Index for the Region** shows greater diversity northwest of the City.

Figure 1. Racial and Ethnic Distribution in South El Monte

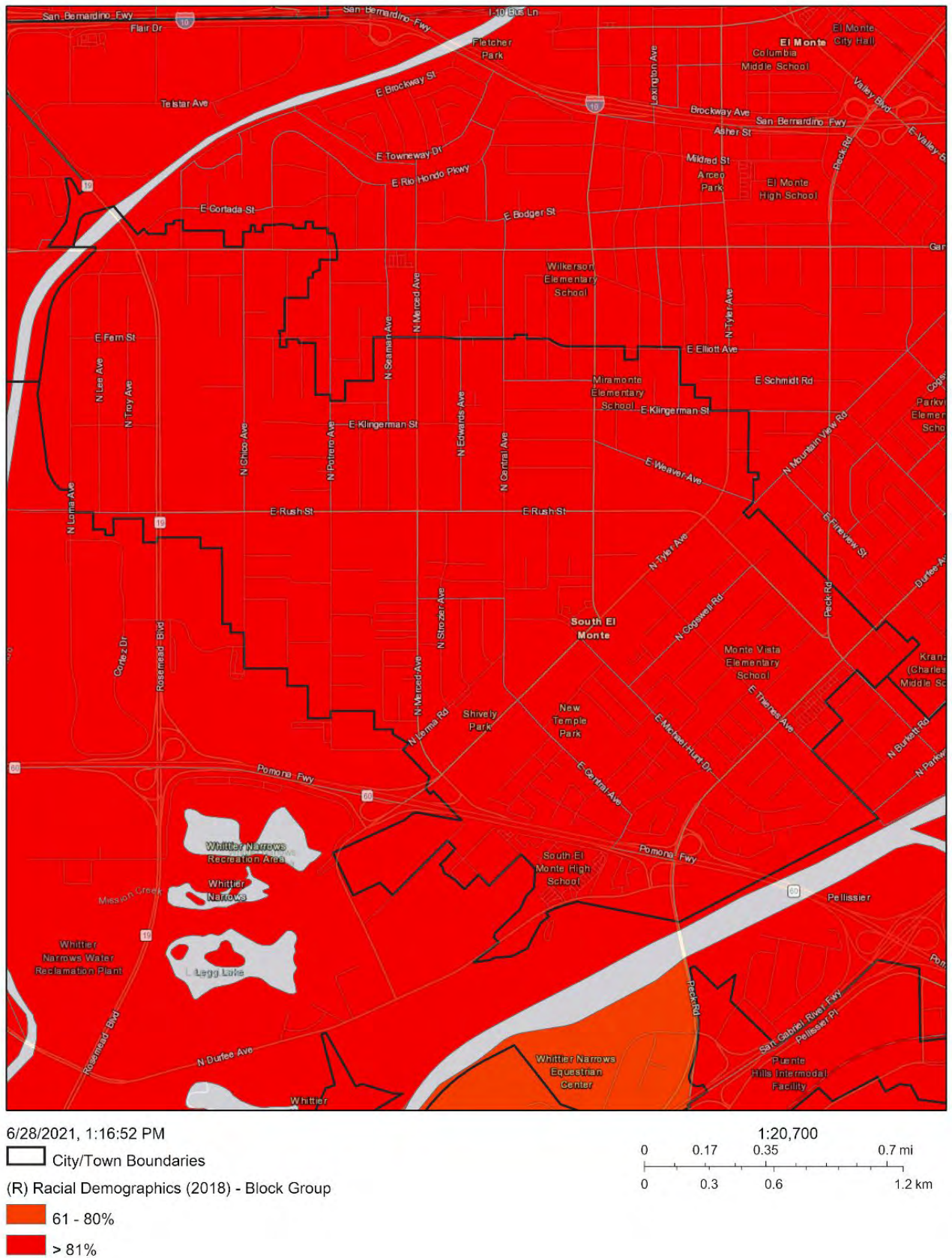
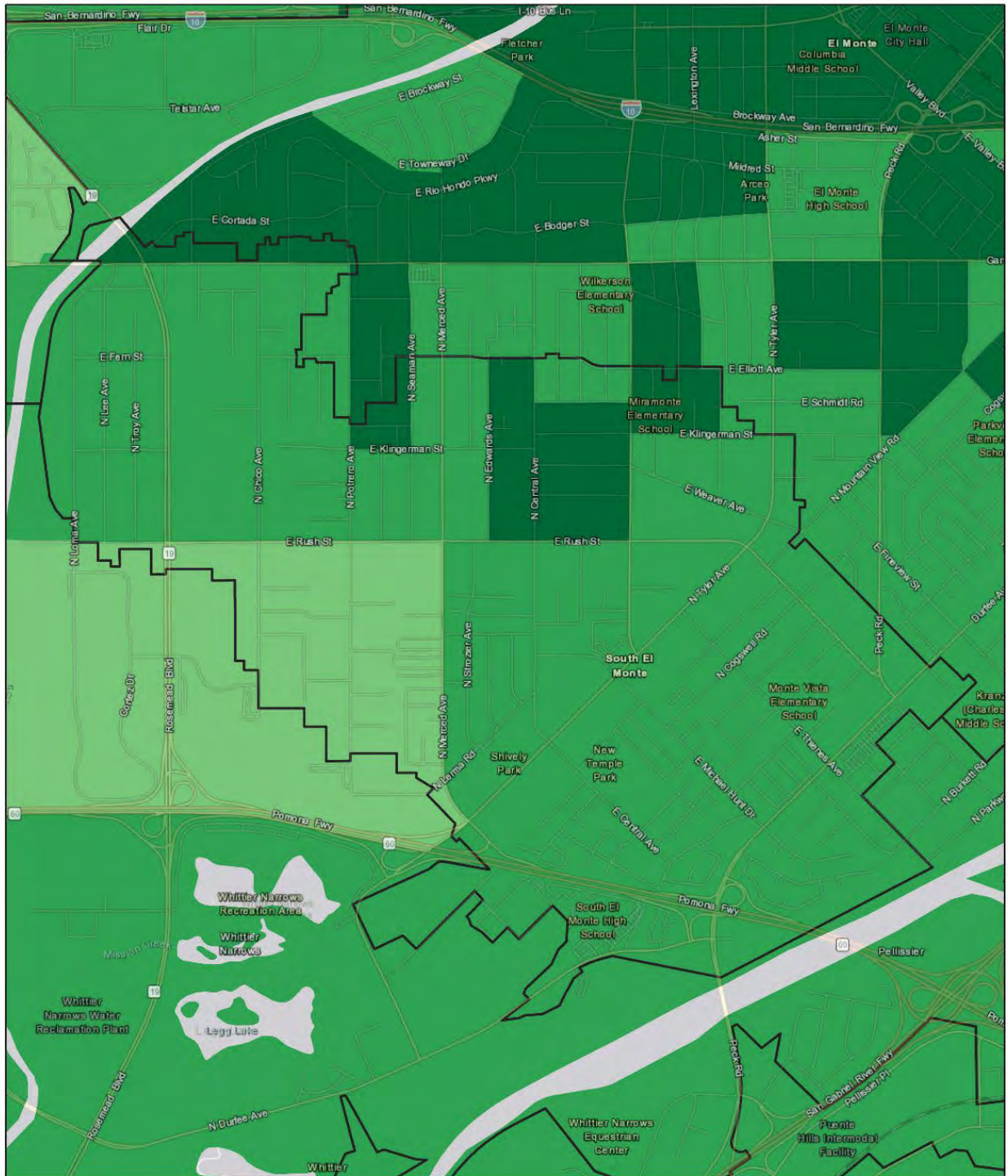


Figure 2. Diversity Index for South El Monte



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City/Town Boundaries

(A) Diversity Index (2018) - Block Group

55 - 70

70 - 85

Higher Diversity

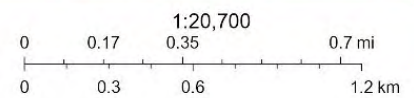
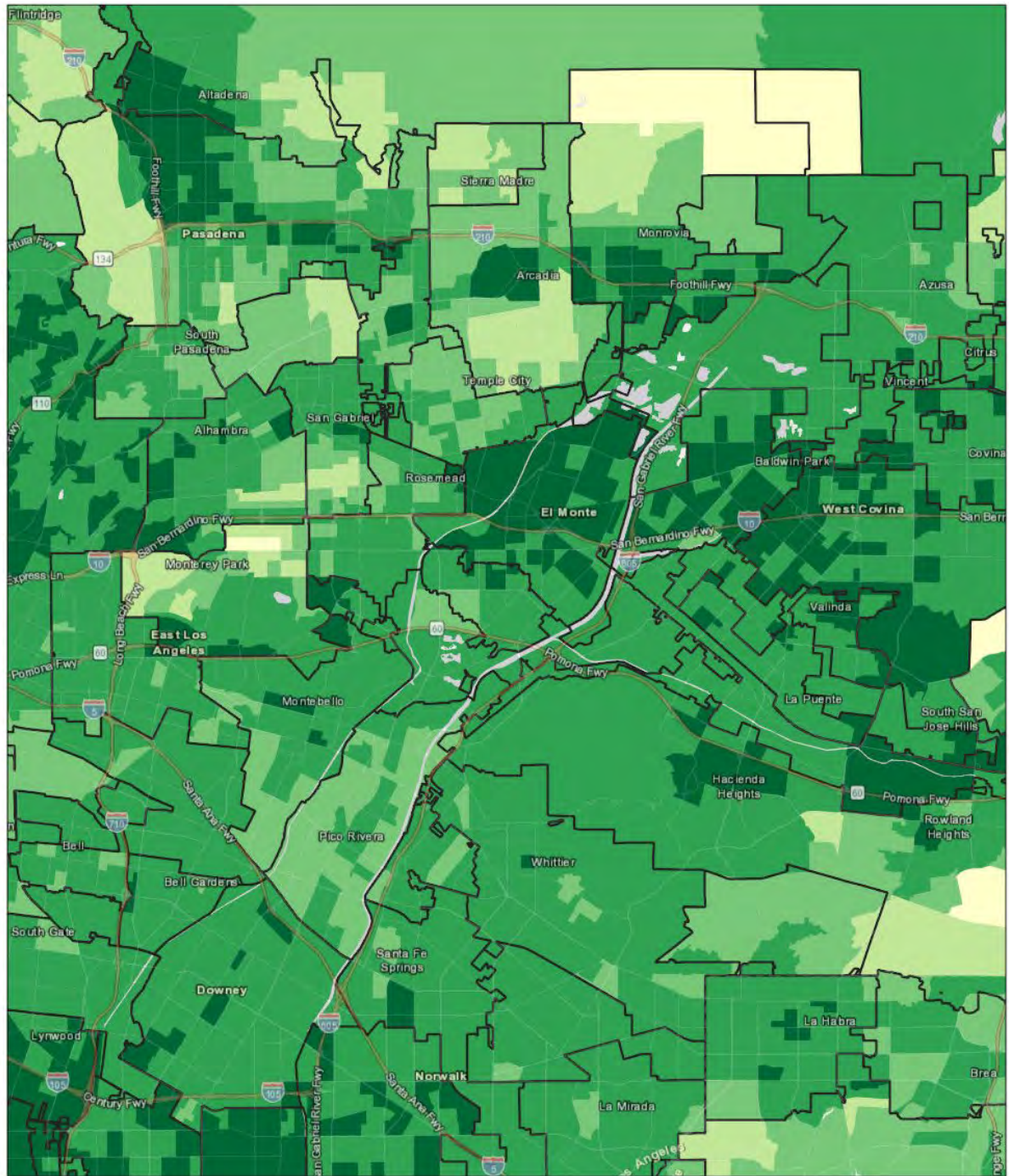


Figure 2(a). Diversity Index for the Region



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City/Town Boundaries

(A) Diversity Index (2018) - Block Group

- Lower Diversity
- 40 - 55
- 55 - 70
- 70 - 85
- Higher Diversity

1:144,448

0 1.25 2.5 5 mi

0 2 4 8 km

4.2.2 Household Income

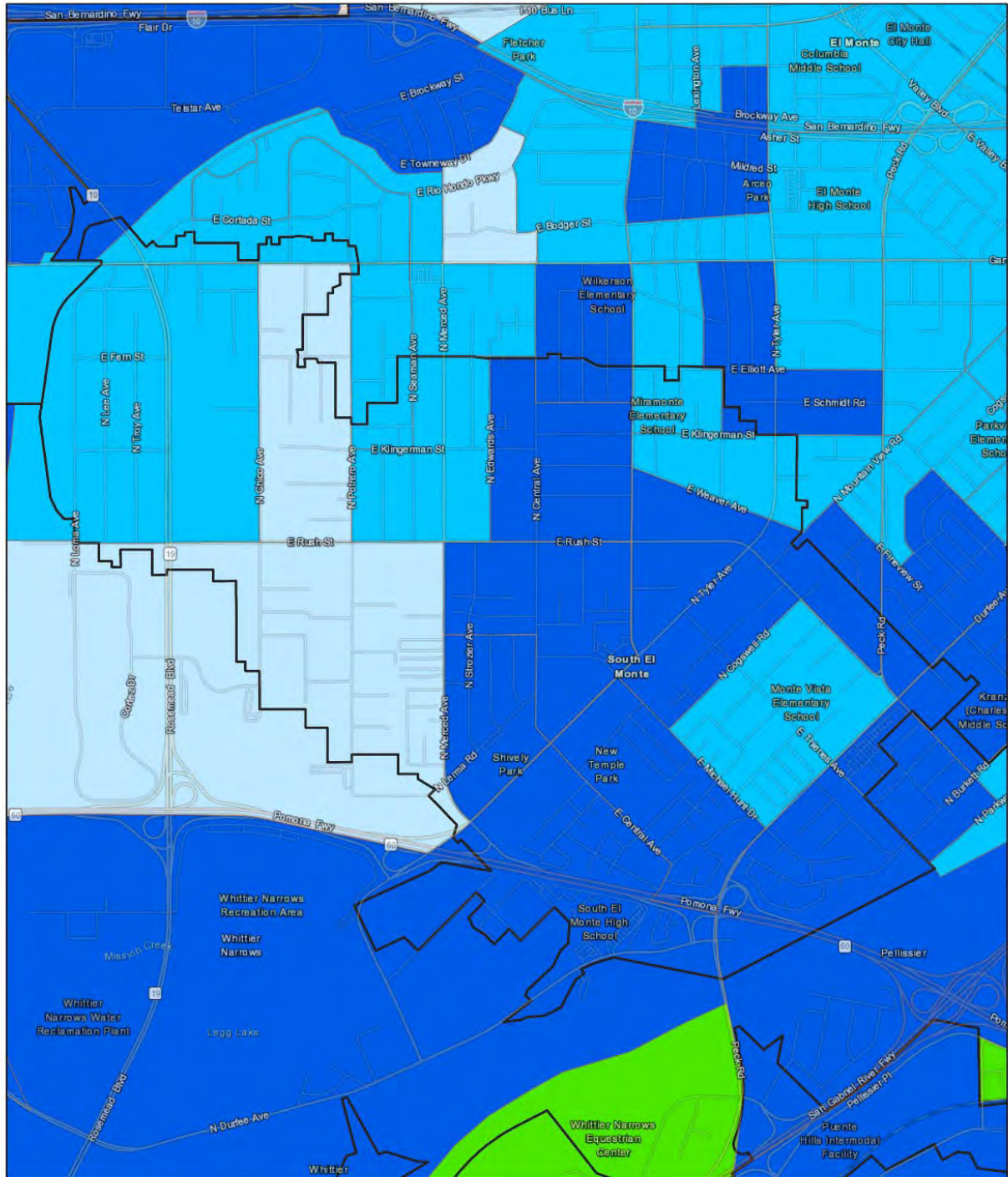
Household income is one of the most important factors for determining a household's ability to balance housing costs with other basic life necessities. Fair housing issues occur when relationships among household income, household type, race/ethnicity and other factors create misconceptions, biases, and differential treatments. Discriminatory housing practices of the past such as redlining, restrictive zoning, urban renewal, and steering, while illegal today, have led to a disproportionate gap in household wealth based on race and ethnicity. Within the SCAG region, African American households make up the largest proportion of extremely low-income households. Because home ownership paired with appreciation of home values has long been a pathway to wealth accumulation, and homeownership for many years was primarily afforded to White households, gaps in household income persist.

Household income in the City is shown on **Figures 3 through 5**, below. **Figure 3, Median Income**, shows that the lowest median income bracket (less than \$30,000) in the City runs north to south, bound by Garvey to the north and the City's southern boundary, and generally between Rosemead Boulevard to the west and North Merced Avenue to the east. East of North Merced Avenue, the median income is less than \$87,100 with a small pocket near Monte Vista Elementary School with a median income less than \$55,000.

The area with the lowest median income bracket of less than \$30,000, particularly north of Rush Street also has over 30 percent of residents whose income is below the poverty level as shown on **Figure 4, Poverty Status**. The neighboring cities experience a similar level of poverty; however, cities further west of the City have much higher concentrations of poverty (See **Figure 4(a), Poverty Status in the Region**). Although there is a clear separation between the median income within the City, in **Figure 5, Low to Moderate**, shows that the low- to moderate-income population is distributed throughout the City, see **Figures 3 and 5**.

As of 2019, According to the United States Census (Census) American Community Survey (ACS), approximately 24% of households throughout the County make a total, annual income that is below \$35,000. Further, approximately 49% of households make over \$75,000 annually. The County median household income was \$72,797 in 2019.

Figure 3. Median Income



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City/Town Boundaries

(R) Median Income (ACS, 2015-2019) - Block Group

< \$30,000

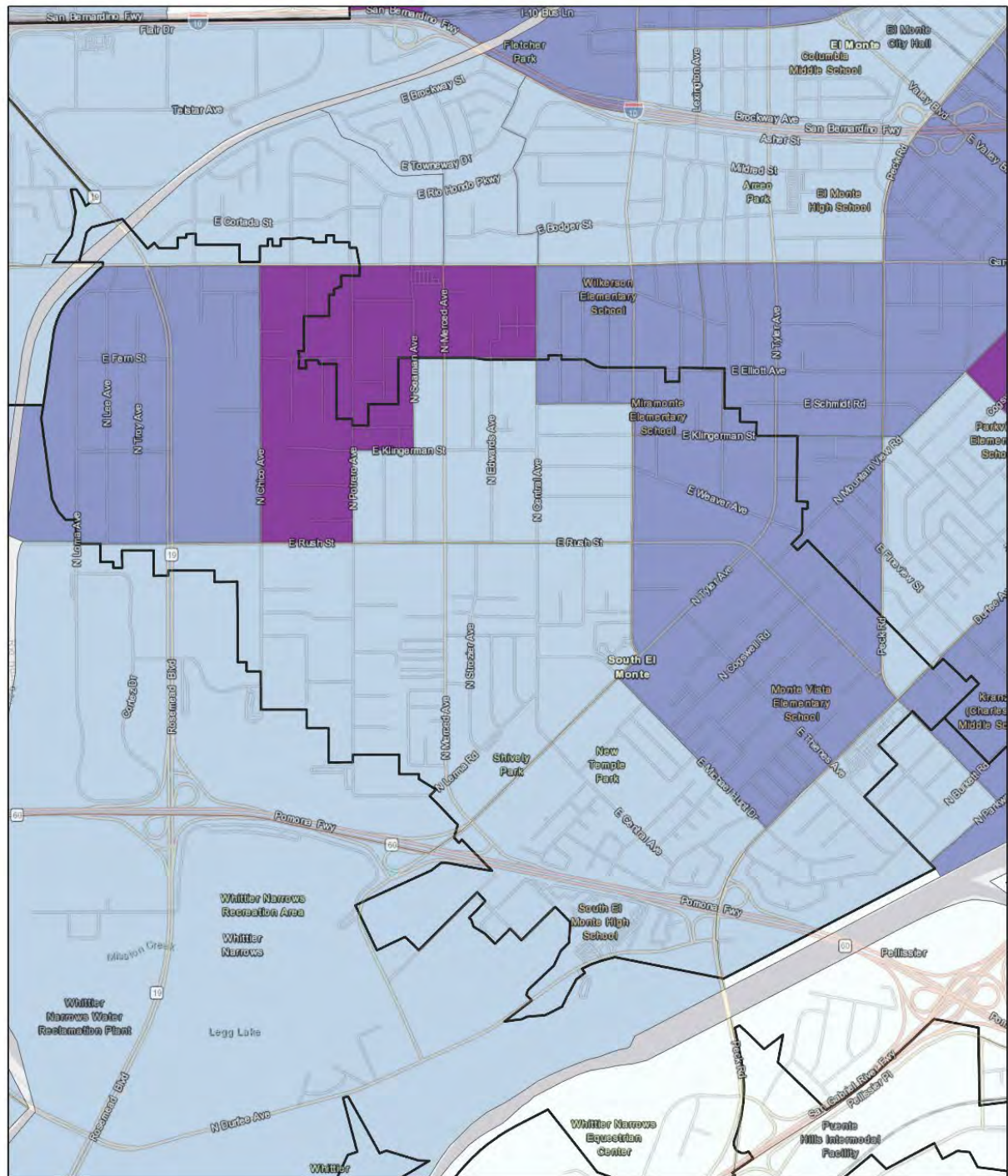
< \$55,000

< \$87,100 (HCD 2020 State Median Income)

< \$125,000

1:20,700
0 0.17 0.35 0.7 mi
0 0.3 0.6 1.2 km

Figure 4. Poverty Status



6/28/2021, 1:13:02 PM

City/Town Boundaries

(R) Poverty Status (ACS, 2015 - 2019) - Tract

< 10%

10% - 20%

20% - 30%

30% - 40%

1:20,700
0 0.17 0.35 0.7 mi
0 0.3 0.6 1.2 km

Figure 4(a). Poverty Status in the Region

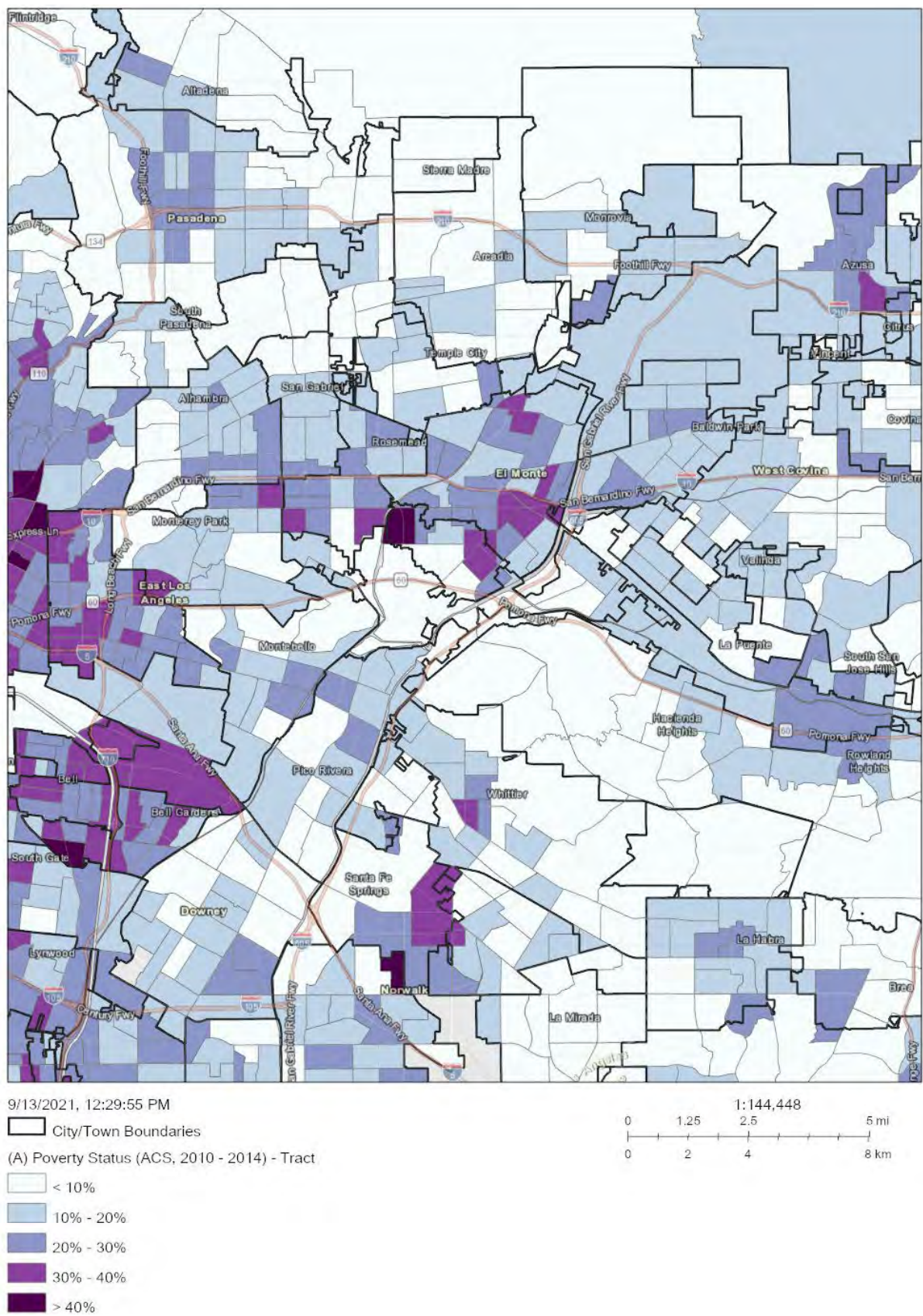
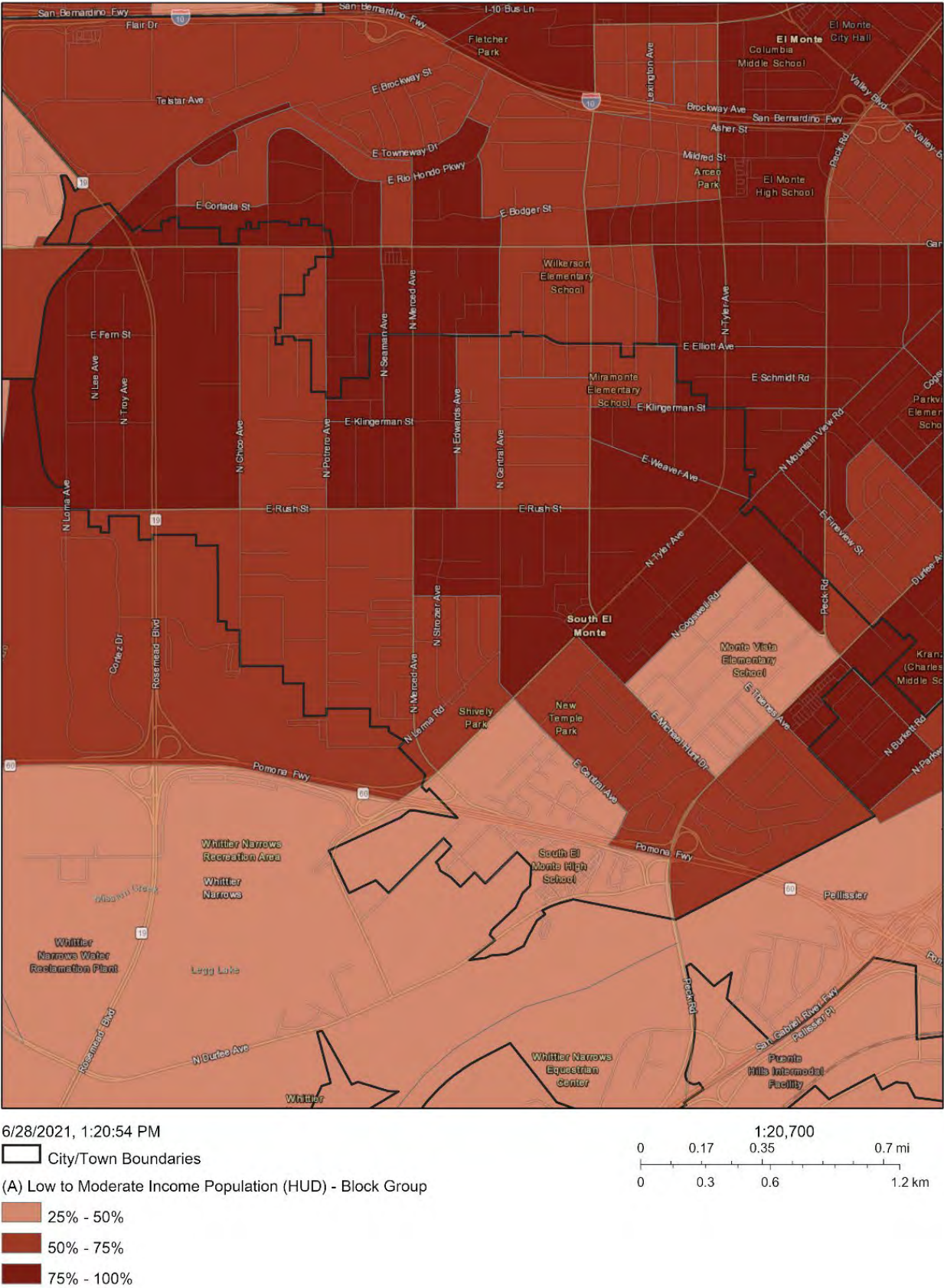


Figure 5. Low to Moderate Income



4.2.3 Familial Status

Families structure is something that impacts the care of children, type of housing needed, and more. Single-parent households require more time to take care of children than married or cohabitating couples do, which can impact the jobs available to parents, income levels, and the amount of support afforded to the children. Family structure is something that has evolved over time in the U.S., with fewer couples marrying, and cohabitation occurring more often. **Figure 6, Children in Single-Mother Headed Households**, shows that there is a generally low percent of children in single mother led households in the City with a higher percentage bracket of 20 percent to 40 percent residing south of East Rush Street. There are more census tracts with 20 to 40 percent scores to the north, east and west of the City, while the region south of the City is relatively similar to the City (**Figure 6(a), Children in Single-Mother Headed Households in the Region**). **Figure 7, Adults Living Alone**, indicates that there are not many adults in the City that live alone. Furthermore, there are few adults living alone in the broader region surrounding the City (**Figure 7(a), Adults Living Alone in the Region**). **Figure 8, Adults Living with a Spouse**, displays 20 to 40 percent of adults living with a spouse are evenly located throughout the City. In a broader context, the City is surrounded by cities with higher rates of adults living with spouses (**Figure 8(a), Adults Living with a Spouse in the Region**). **Figure 9, Children in Married Couple Households**, shows that this census tract has a moderate to high percentage of children in married couple families. Per **Figure 9**, north of East Rush Street between North Chico Avenue and North Potrero Avenue, and the southeastern portion of the City, have a higher rate of children in married couple households. The overall region appears to have a slightly higher rate of children in married couple households (**Figure 9(a), Children in Married Couple Households in the Region**).

Figure 6. Children in Single-Mother Headed Household

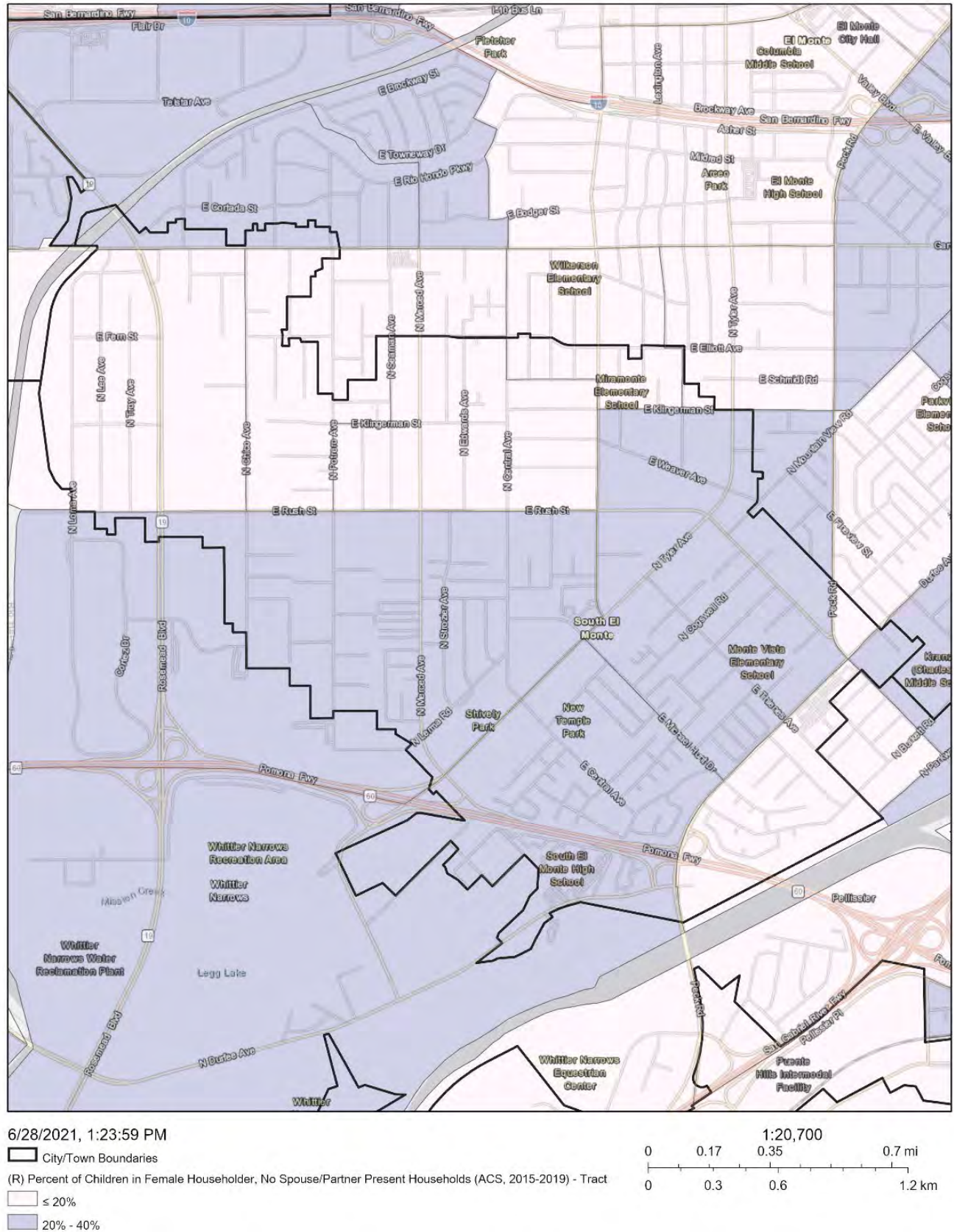


Figure 6(a). Children in Single-Mother Headed Households in the Region

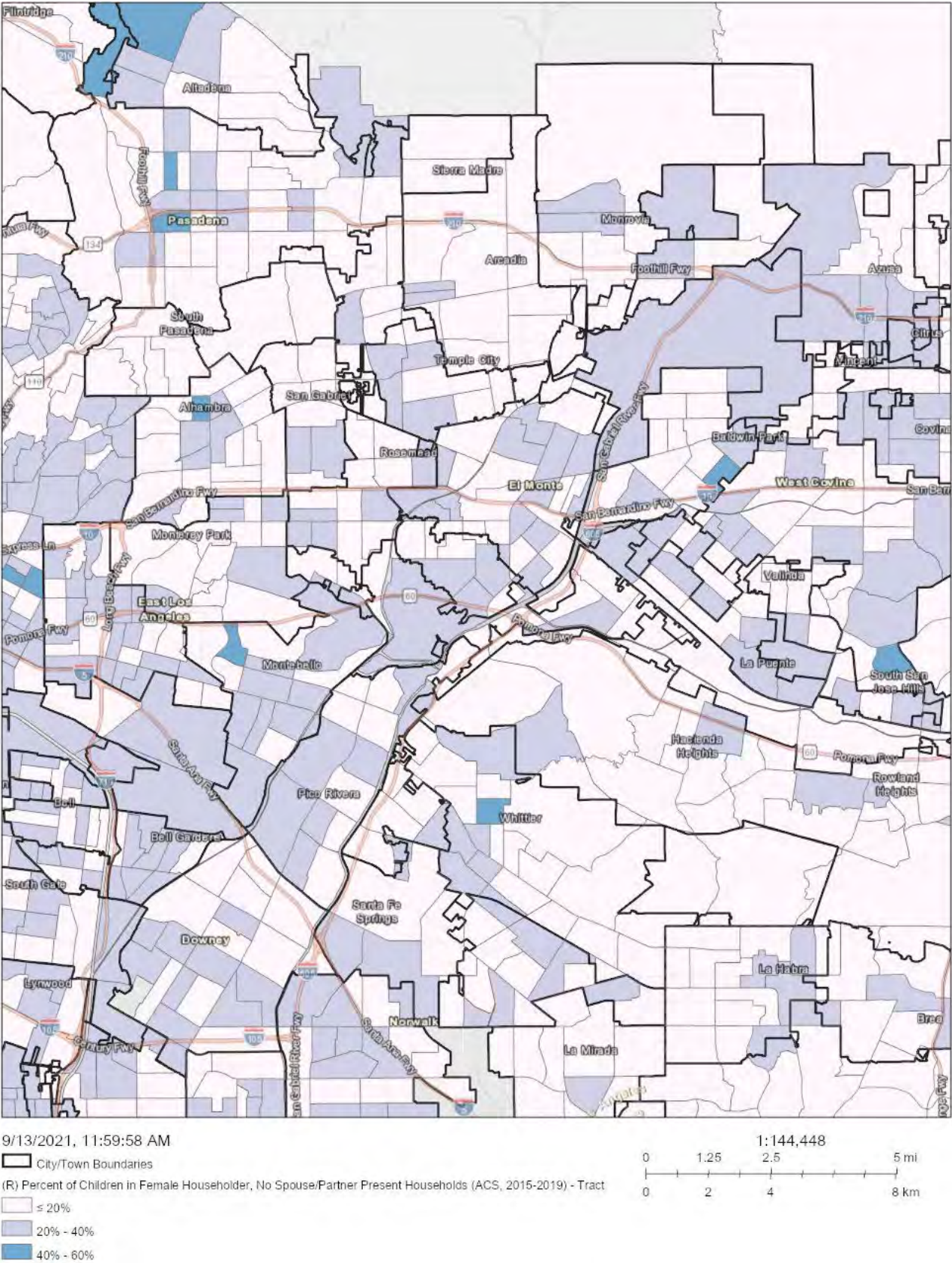
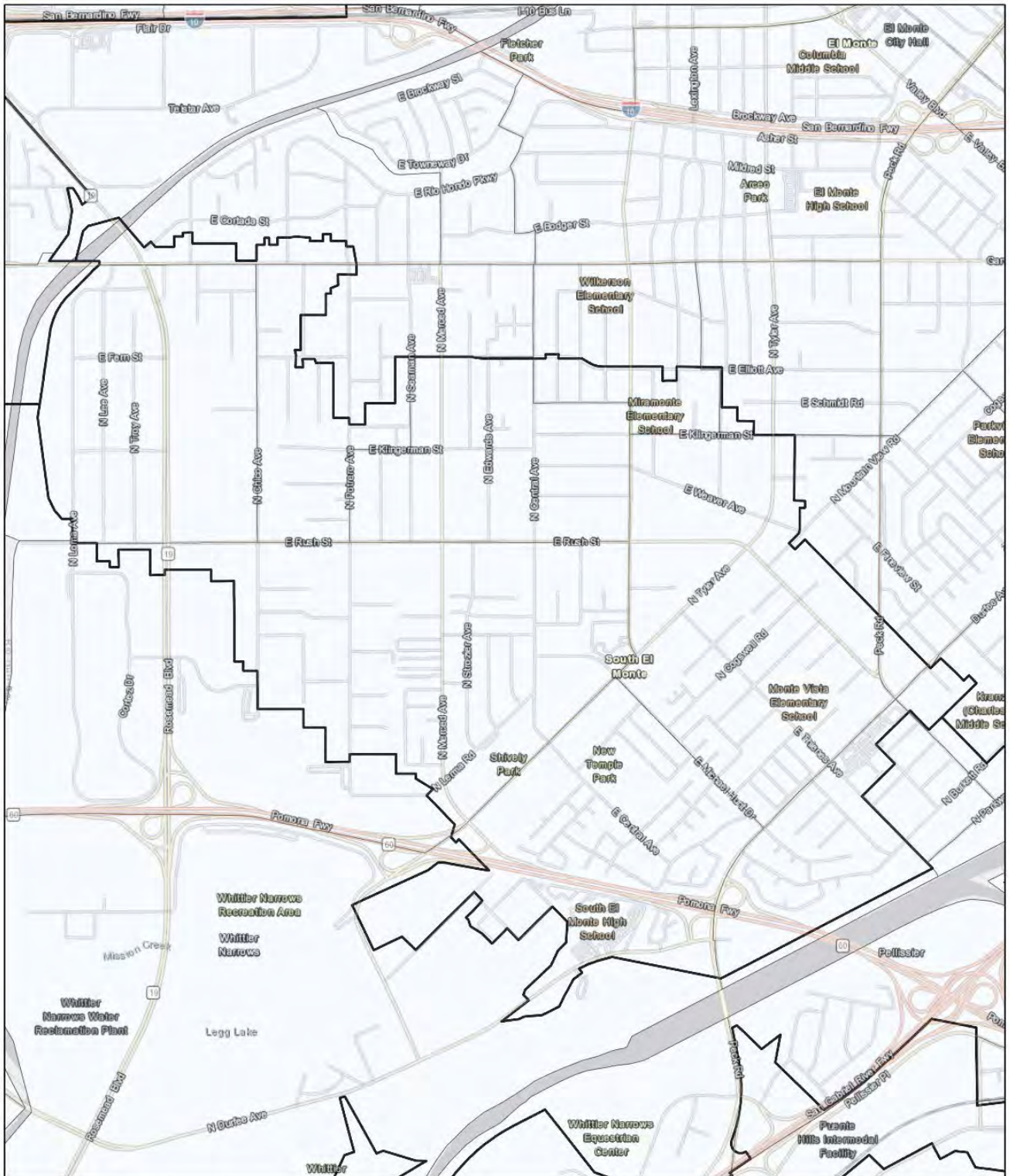


Figure 7. Adults Living Alone



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City/Town Boundaries

(R) Percent of Population 18 Years and Over in Households Living Alone (ACS, 2015-2019) - Tract

< 20%

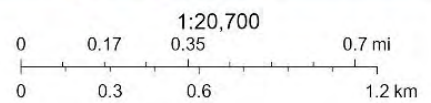
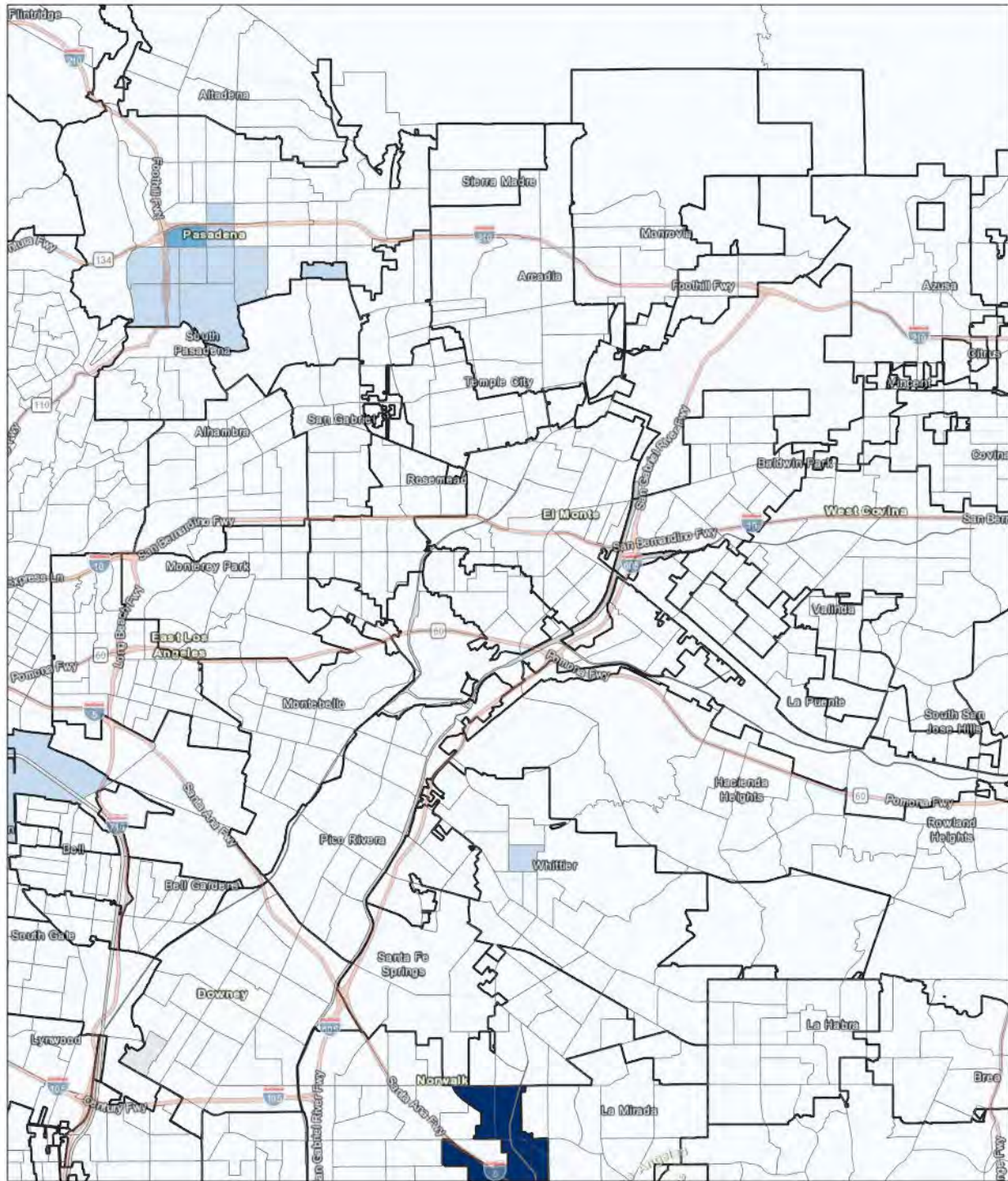


Figure 7(a). Adults Living Alone in the Region



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City/Town Boundaries

(R) Percent of Population 18 Years and Over in Households Living Alone (ACS, 2015-2019) - Tract

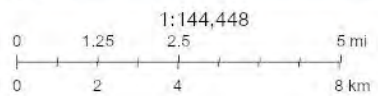
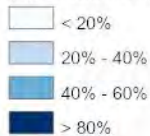


Figure 8. Adults Living with a Spouse

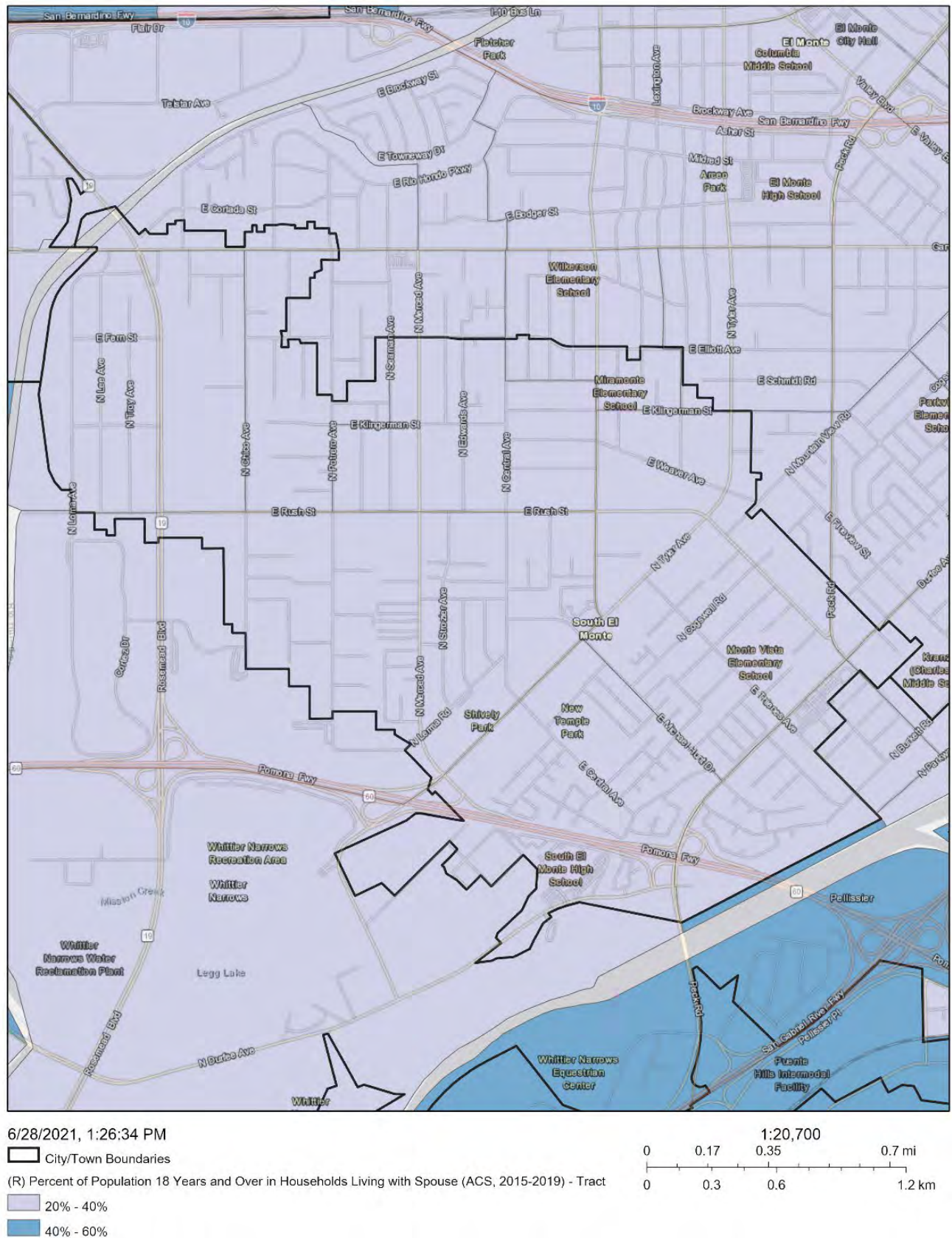
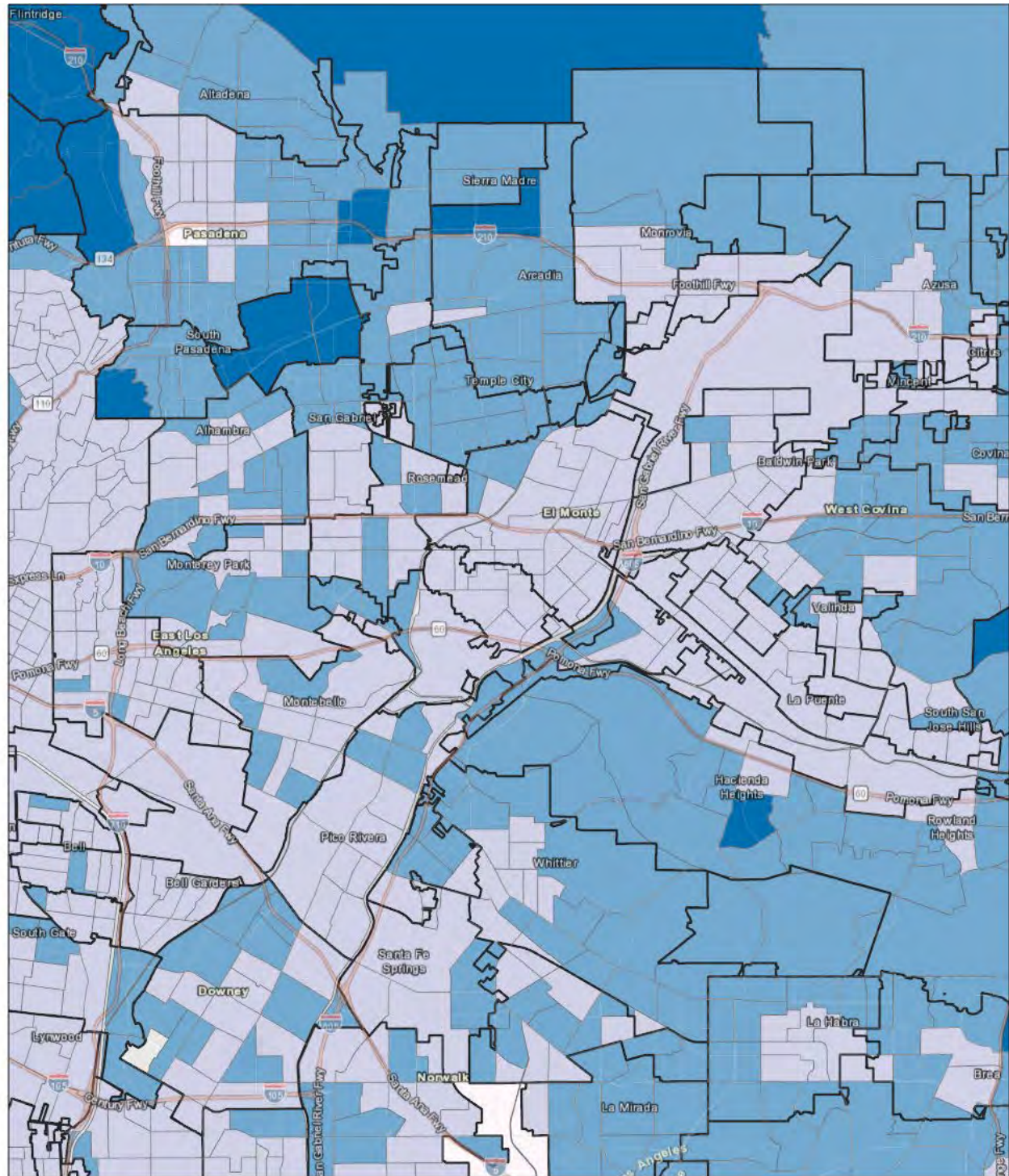


Figure 8(a). Adults Living with a Spouse in the Region



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City/Town Boundaries

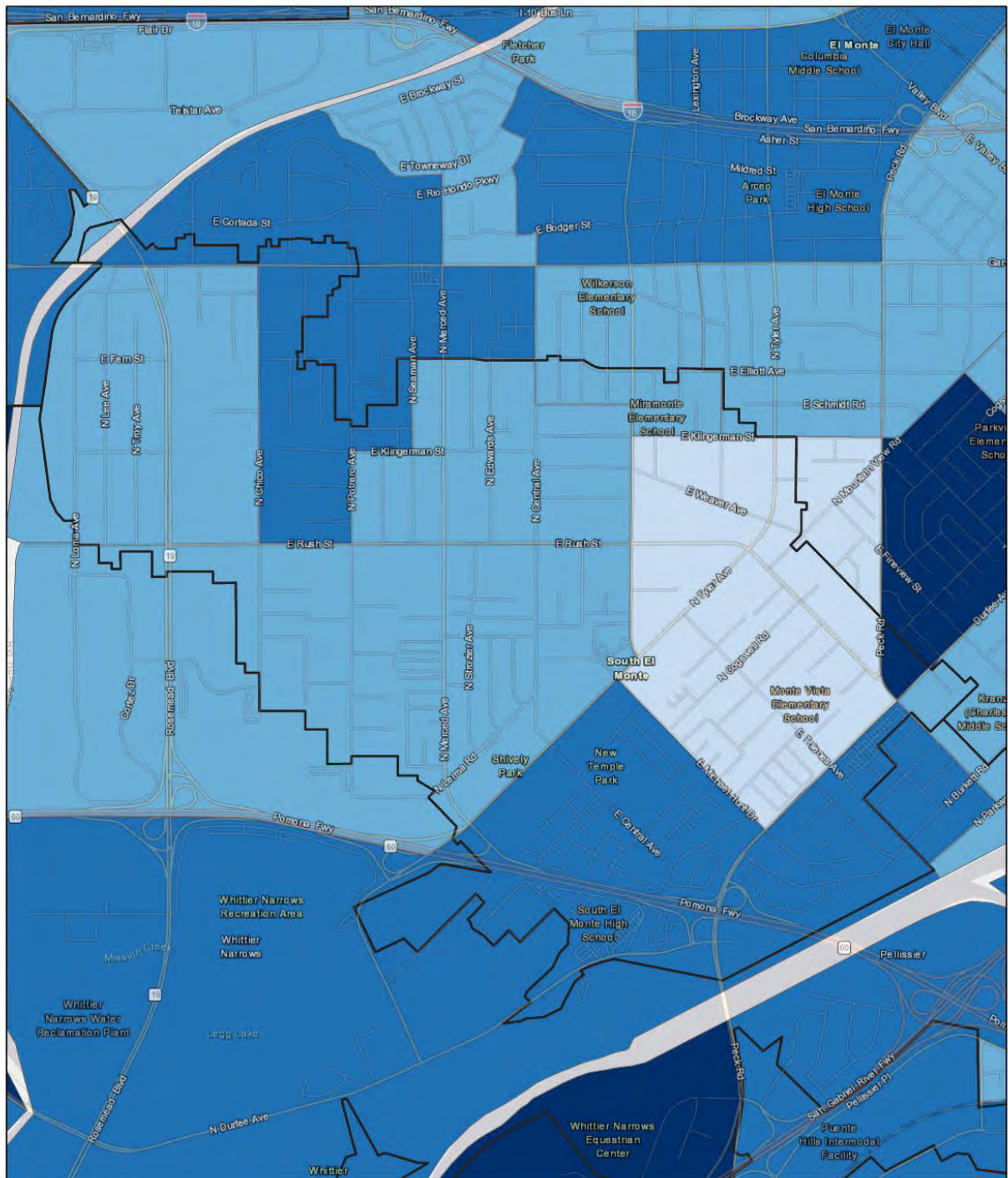
(R) Percent of Population 18 Years and Over in Households Living with Spouse (ACS, 2015-2019) - Tract

< 20%
20% - 40%
40% - 60%
60% - 80%

1:144,448

0 1.25 2.5 5 mi
0 2 4 8 km

Figure 9. Children in Married Couple Households



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City/Town Boundaries

(R) Percent of Children in Married - Couple Households (ACS, 2015-2019) - Tract

20% - 40%

40% - 60%

60% - 80%

> 80%

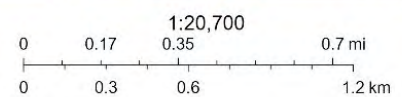


Figure 9(a). Children in Married Couple Households in the Region

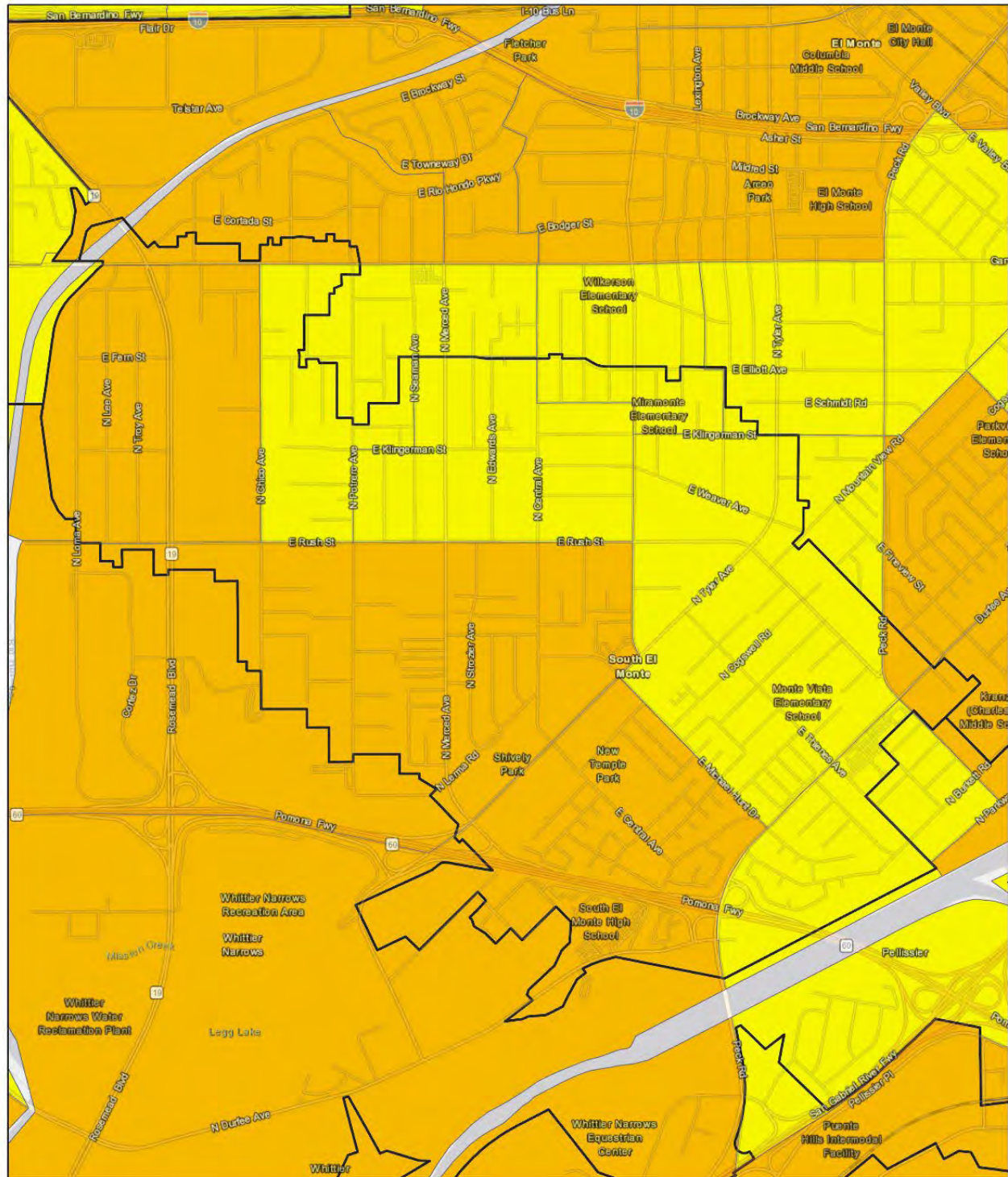


4.2.4 Persons with Disabilities

Persons with disabilities can often experience discrimination in the housing process, or difficulties navigating certain dwelling units or areas. There is a low percentage of persons with disabilities residing in the City. Persons with disabilities are relatively evenly spread throughout City, with the higher concentration found in the northwest, central, and southern areas, as shown on **Figure 10, Disabilities**.

Figure 10(a), Disabilities in the Region, shows the rate of people living with disabilities in the greater region. Historically, there appears to have been a greater percentage of the population, both within the City and in the neighboring jurisdictions, living with a disability (See **Figure 10(b), Disabilities 2010-2014**). According to Census ACS estimates, approximately 10% of individuals in the County live with one or more disabilities.

Figure 10. Population with Disabilities



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City/Town Boundaries

(R) Population with a Disability (ACS, 2015 - 2019) - Tract

< 10%

10% - 20%

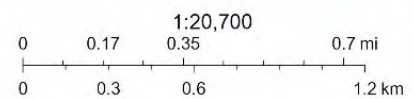
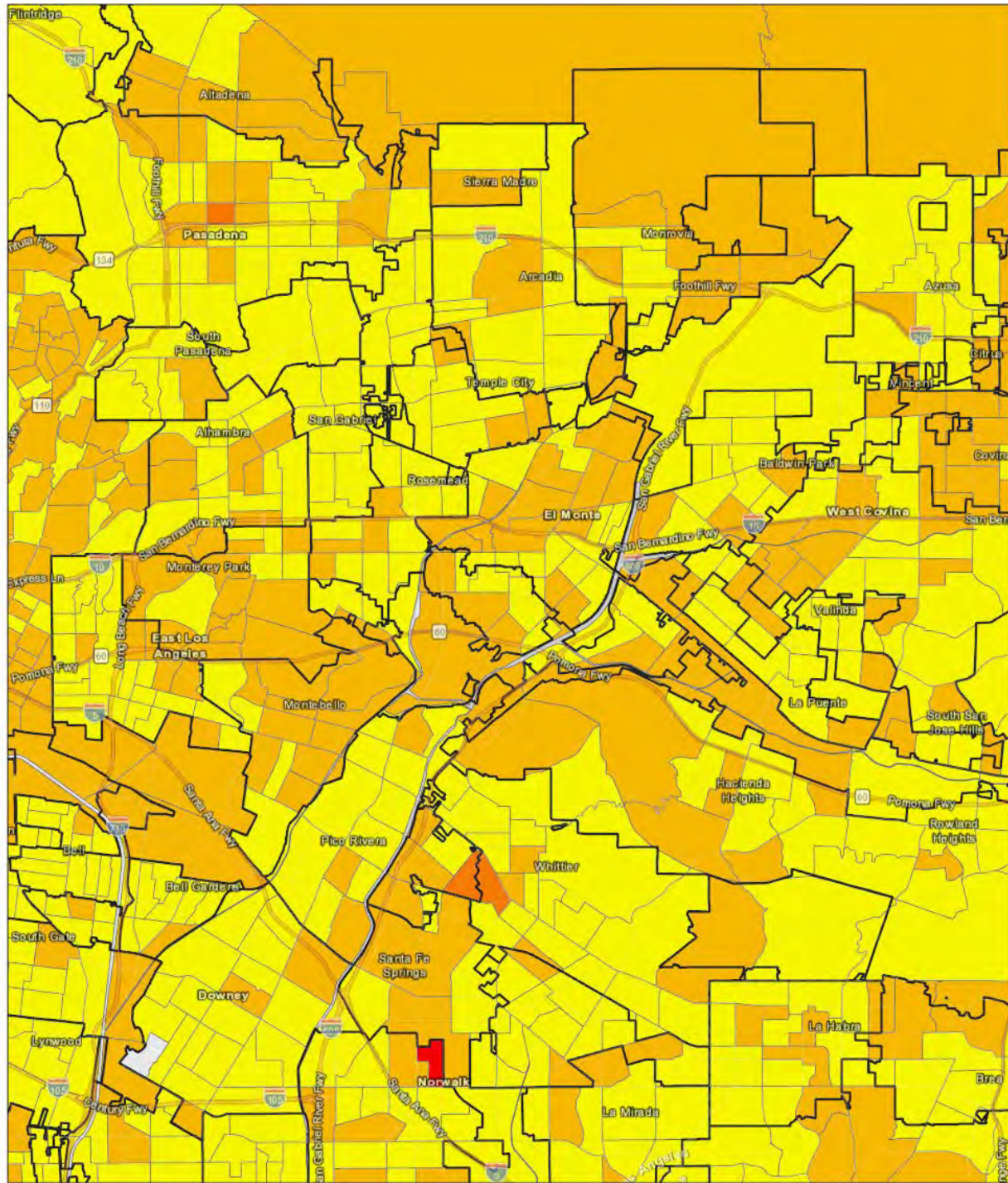


Figure 10(a). Disabilities in the Region



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City/Town Boundaries

(R) Population with a Disability (ACS, 2015 - 2019) - Tract

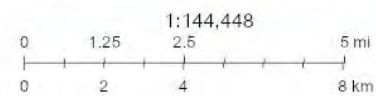
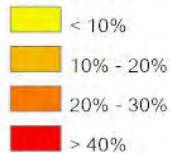
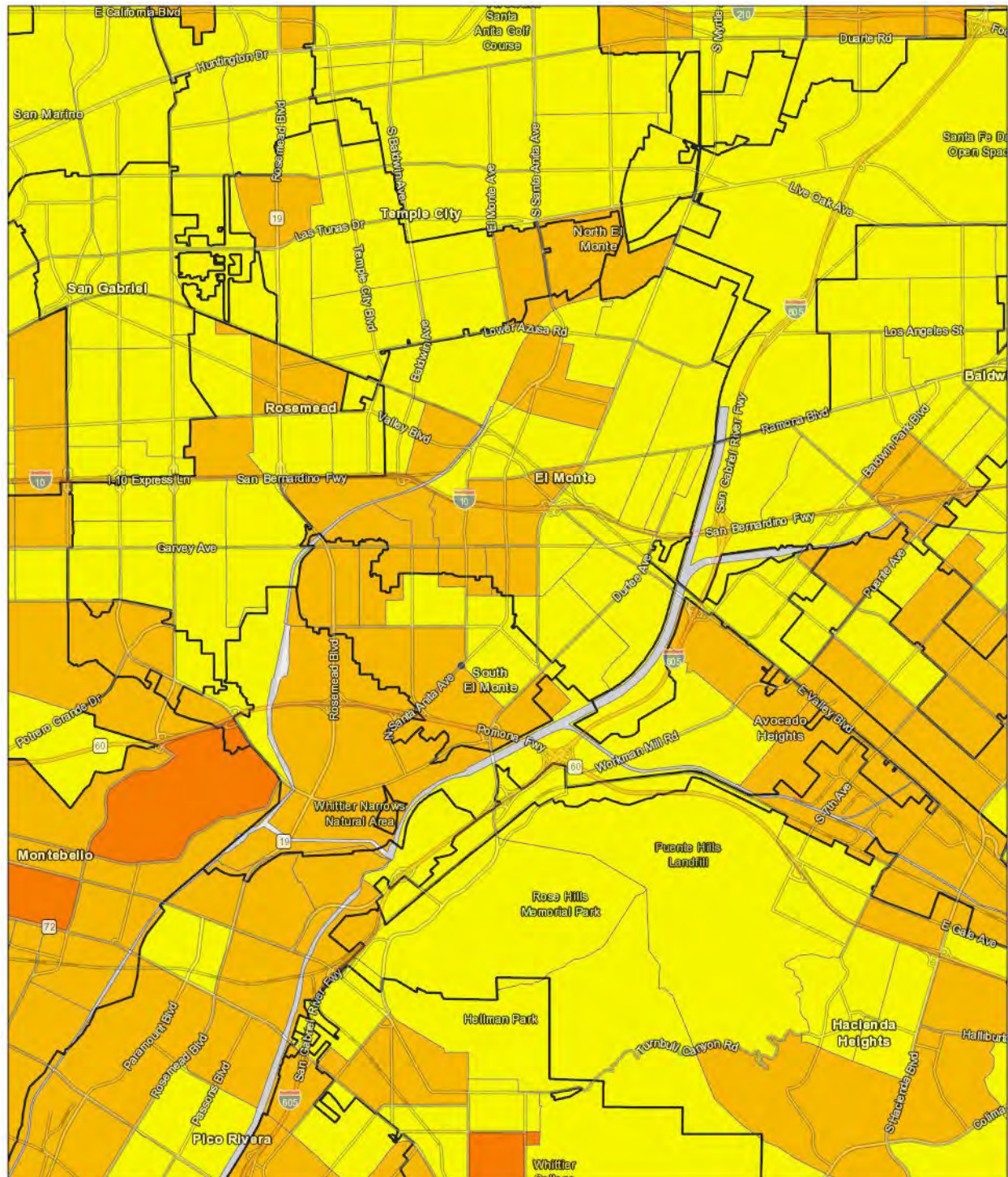


Figure 10(b). Disabilities 2010-2014

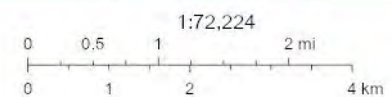


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City/Town Boundaries

(A) Population with a Disability (ACS, 2010 - 2014) - Tract

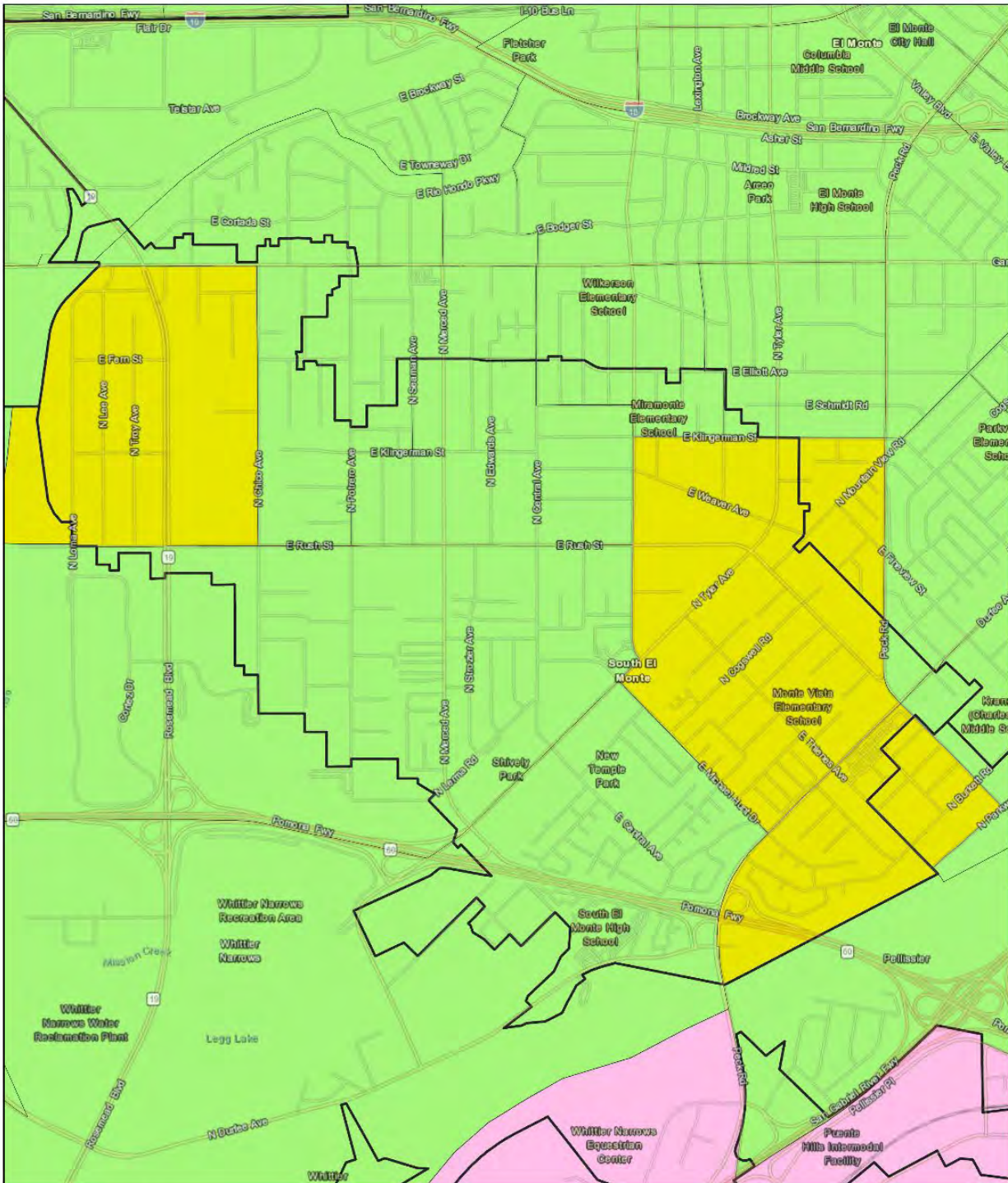
- < 10%
- 10% - 20%
- 20% - 30%



4.2.5 Neighborhood Segregation

As previously mentioned, residents in highly segregated neighborhoods often experience poorer life outcomes. The typologies in **Figure 11, Neighborhood Segregation in South El Monte**, identify which groups have more than 10 percent representation within the given tract. **Figure 11**, below, shows the central area of the City is occupied by Asian-Latinx communities, and the northwestern and eastern areas of the City are occupied by mostly Latinx communities. In the surrounding region (See **Figure 11(a), Neighborhood Segregation in the Region**) there are more group mix census tracts to the north, east, and south of the City. There are mostly Latinx communities further to the west.

Figure 11. Neighborhood Segregation in South El Monte



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City/Town Boundaries

(A) Neighborhood Segregation (UC Berkeley, 2019) - Tract

Asian-Latinx

Mostly Latinx

3 Group Mix

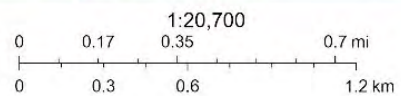
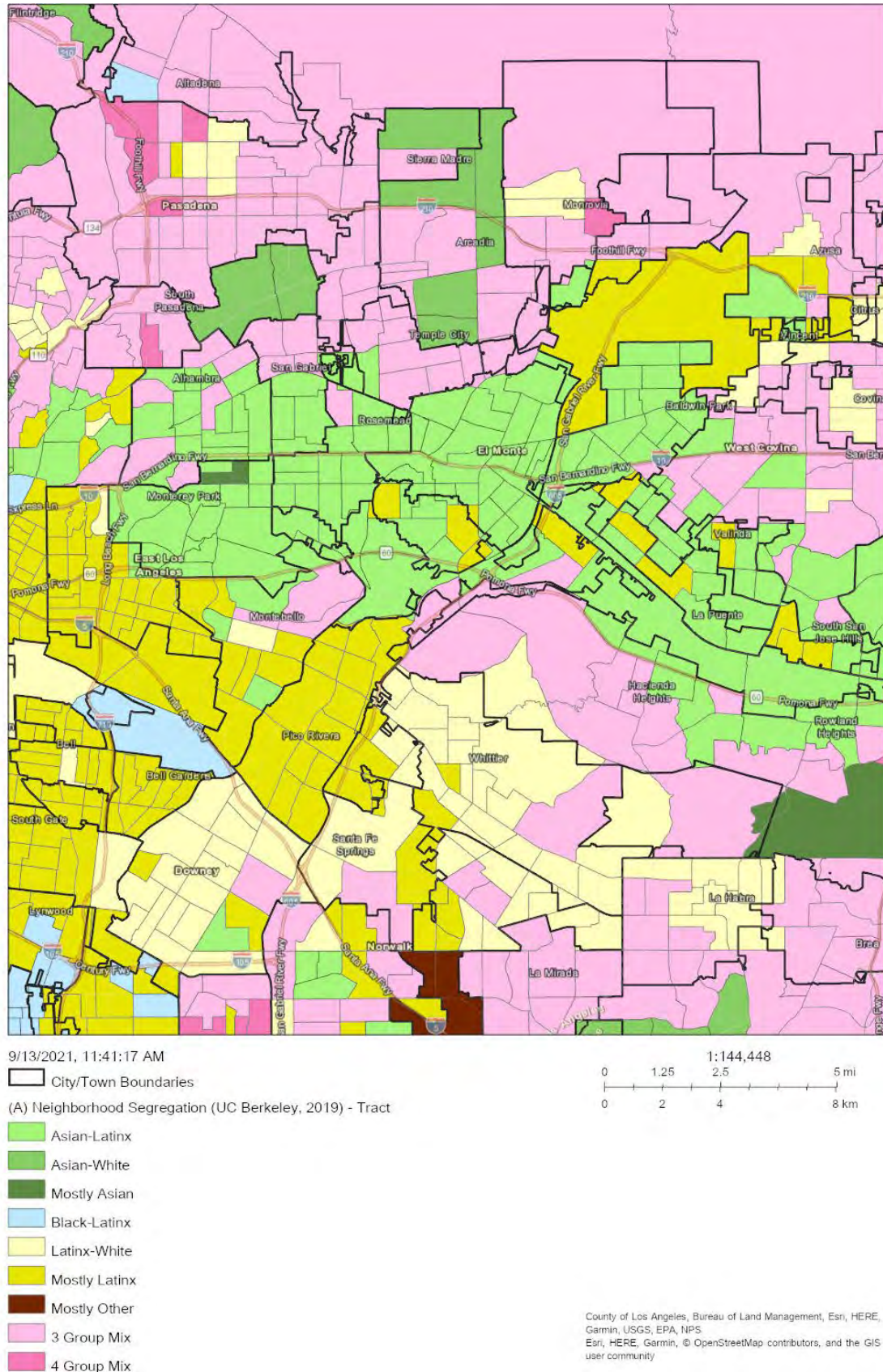


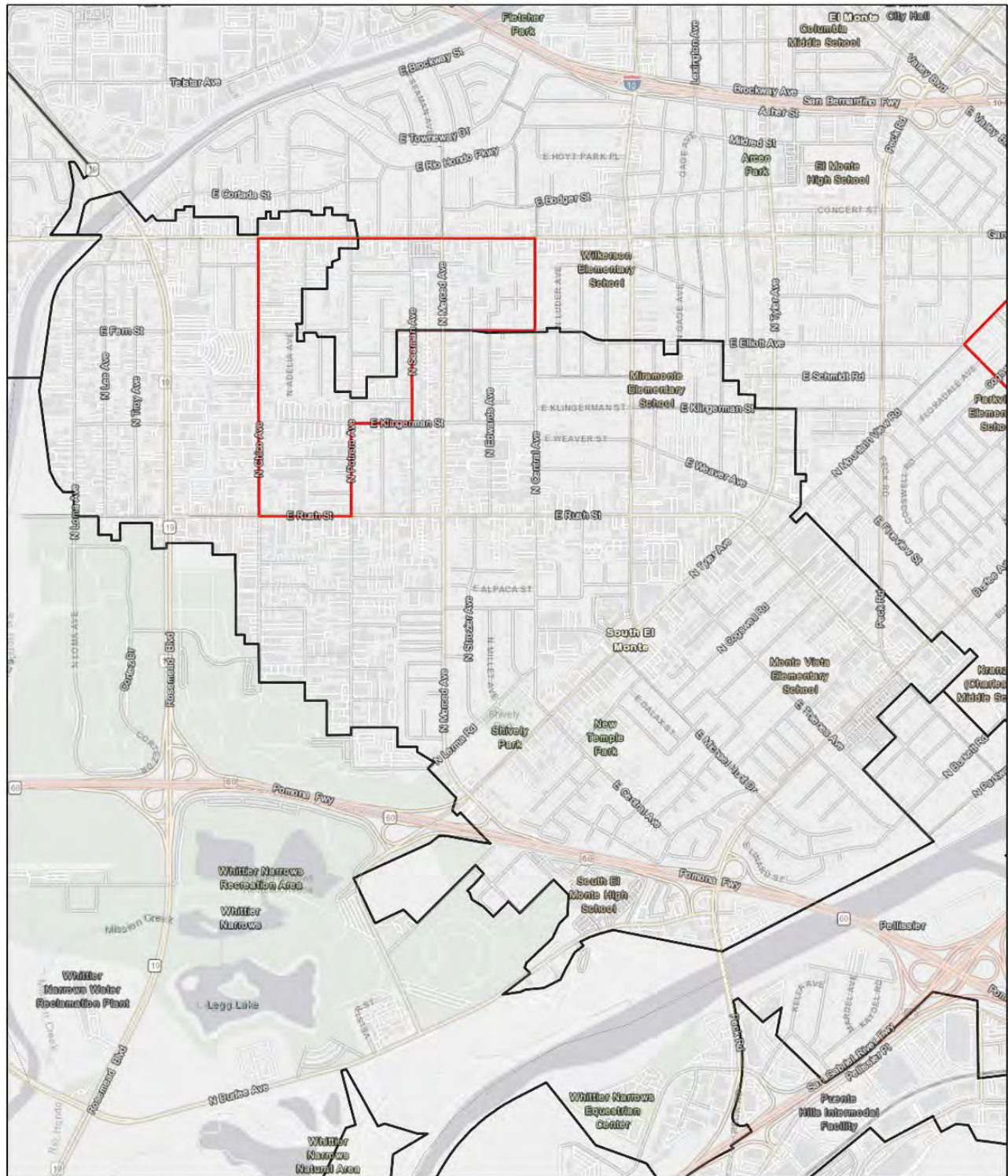
Figure 11(a). Neighborhood Segregation in the Region



4.3 Racially and Ethnically Concentrated Areas of Poverty

Racially or Ethnically Concentrated Areas of Poverty (R/ECAP) are neighborhoods with concentrations of both poverty and singular races or ethnicities. These are generally census tracts with a majority of non-White residents and a poverty rate of 40 percent plus or three times the average tract poverty rate for the county. In addition to highlighting historic discrimination, R/ECAPs also have lower economic opportunity in the present day. **Figure 12, R/ECAP and Segregation and Poverty**, shows that there are no R/ECAPs in the City; however, there is an area of high segregation and poverty in the northern area of the City. This area falls under the lowest median income bracket (less than \$30,000) and has the highest concentration of poverty status (30 to 40 percent of the population) within the City as identified in **Figures 3 and 4**.

Figure 12. R/ECAP and Segregation and Poverty



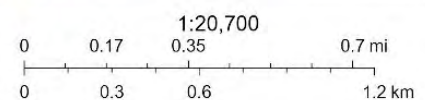
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City/Town Boundaries

(R) TCAC Area of High Segregation and Poverty (2021) - Tract

(R) Racially or Ethnically Concentrated Areas of Poverty "R/ECAP'S" (HUD, 2009 - 2013) - Tract

0 - Not a R/ECAP



4.3.1 Racial Concentrations in Areas of Affluence

While R/ECAPs indicate high concentrations of non-White residents where a disproportionate number of residents live in poverty, areas of affluence indicate census tracts where 80 percent of the population is White, and the median household income is \$125,000 or more. Per Figure 1 and 3, no block groups within the census tracts in the City have concentration of at least 80 percent White residents or median incomes higher than \$125,000.

4.4 Patterns Over Time

4.4.1 Mortgage Loan Access

A key aspect of fair housing choice is equal access to credit for the purchase or improvement of a home. Lending policies and requirements related to credit history, current credit rating, employment history and the general character of applicants, permit lenders to use a great deal of discretion and in the process deny loans even though the prospective borrower would have been an acceptable risk.

Like many regions throughout the United States, Los Angeles has a history of excluding non-White people from the housing market through practices such as mortgage redlining. Mortgage redlining is a mapping exercise practiced by the federal governments' Home Owners' Loan Corporation (HOLC), which was used to guide mortgage lending desirability in residential neighborhoods based on racial and ethnic demographics, making it difficult for people of color to access loans for homeownership.

4.4.2 Demographic Trends

The Needs Assessment, provided in **Appendix B, Needs Assessment**, provides additional data and analysis of the demographic patterns within the City. The effects of the previously discussed historical patterns over time can be seen reflected in the current demographic makeup of the City.

4.5 Disparities in Access to Opportunity

Lower-income housing and racially segregated communities are disproportionately impacted by a combination of locational factors such as proximity to landfills, freeways, industrial areas, and other toxins and pollutants. Recent studies have shown that the distribution of affordable housing has been disproportionately developed in minority neighborhoods with poor environmental conditions and high poverty rates, thereby reinforcing poverty concentration and racial segregation in low-opportunity and low-resource areas.

Affordable housing in high-opportunity/high-resource areas give low-income residents access to resources such as quality schools, employment, transportation, low poverty exposure, and environmentally healthy neighborhoods. Research indicates that amongst various economic and social factors, being in proximity to certain amenities can encourage positive critical life outcomes.⁵ There has been an increased focus in

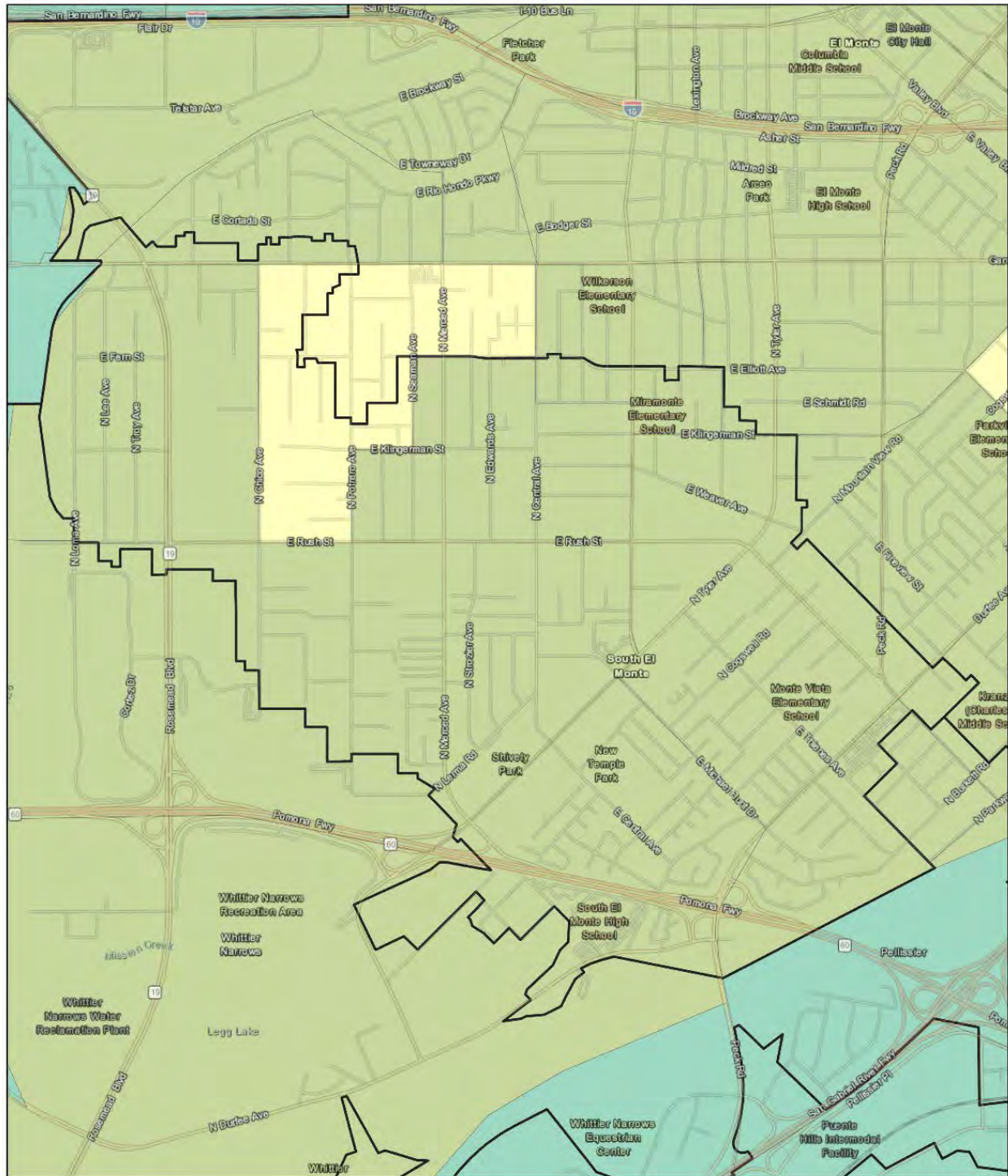
⁵ Freddie Mac and the National Housing Trust. Spotlight on Underserved Markets. *Opportunity Incentives in LIHTC Qualified Allocation Plans*. Freddie Mac and the National Housing Trust, 2020.
https://www.sahfnet.org/sites/default/files/uploads/resources/opportunity_incentives_in_lihtc_qualified_allocation_plans.pdf

deconcentrating poverty and promoting affordable housing in high opportunity areas. This trend is evident in the states' allocation of Low-Income Housing Credit (LIHTC) dollars—the primary subsidy that is available for developing and preserving affordable housing. To allocate these credits, the California Housing Finance Agency (CalHFA) develops a competitive scoring system. In recent years, the scoring system has been adjusted to promote investment in affordable housing in areas with access to opportunity in the context of other affordable needs. Several agencies, including the Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) in coordination with the California Tax Credit Allocation Committee (TCAC), have developed methodologies to assess and measure geographic access to opportunity (including education, poverty, transportation, and employment) in areas throughout California. The Opportunity Map created by TCAC and HCD (using data from 2020) is used to identify areas in the region whose characteristics are shown by research to support positive economic, educational, and health outcomes for low-income families—particularly long-term outcomes for children.

High Resource areas are those areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The primary function of TCAC is to oversee the LIHTC Program, which provides funding to developers of affordable rental housing. The Opportunity Map plays a critical role in shaping the future distribution of affordable housing in areas with the highest opportunity. As shown in **Figure 13, Opportunity Map for South El Monte**, with the exception of a small portion in the north eastern side of the City which is scored as High Segregation and Poverty, the 2020 TCAC/HCD Opportunity Map identifies the entire City as Low Resource—a composite score which is created from scoring access to opportunity in relation to education, economic development, and the environment.

The City is relatively less resourced than its immediate neighboring jurisdictions such as Temple City, Hacienda Heights, and West Covina which are generally Moderate to Highest Resourced (see **Figure 13(a), Overall Opportunity Map for the Region**) The geographic distribution of affordable and publicly owned housing within the City should thus, consider distribution in areas where transportation and services are readily available. As such, this section will review access to opportunity in relation to education, economic development, environment, transportation, and access to opportunities for persons with disabilities.

Figure 13. Opportunity Map for South El Monte



6/28/2021, 1:38:28 PM

City/Town Boundaries

(R) TCAC Opportunity Areas (2021) - Composite Score - Tract

Moderate Resource

Low Resource

High Segregation & Poverty

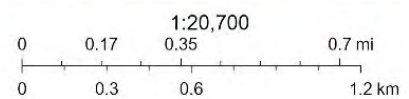
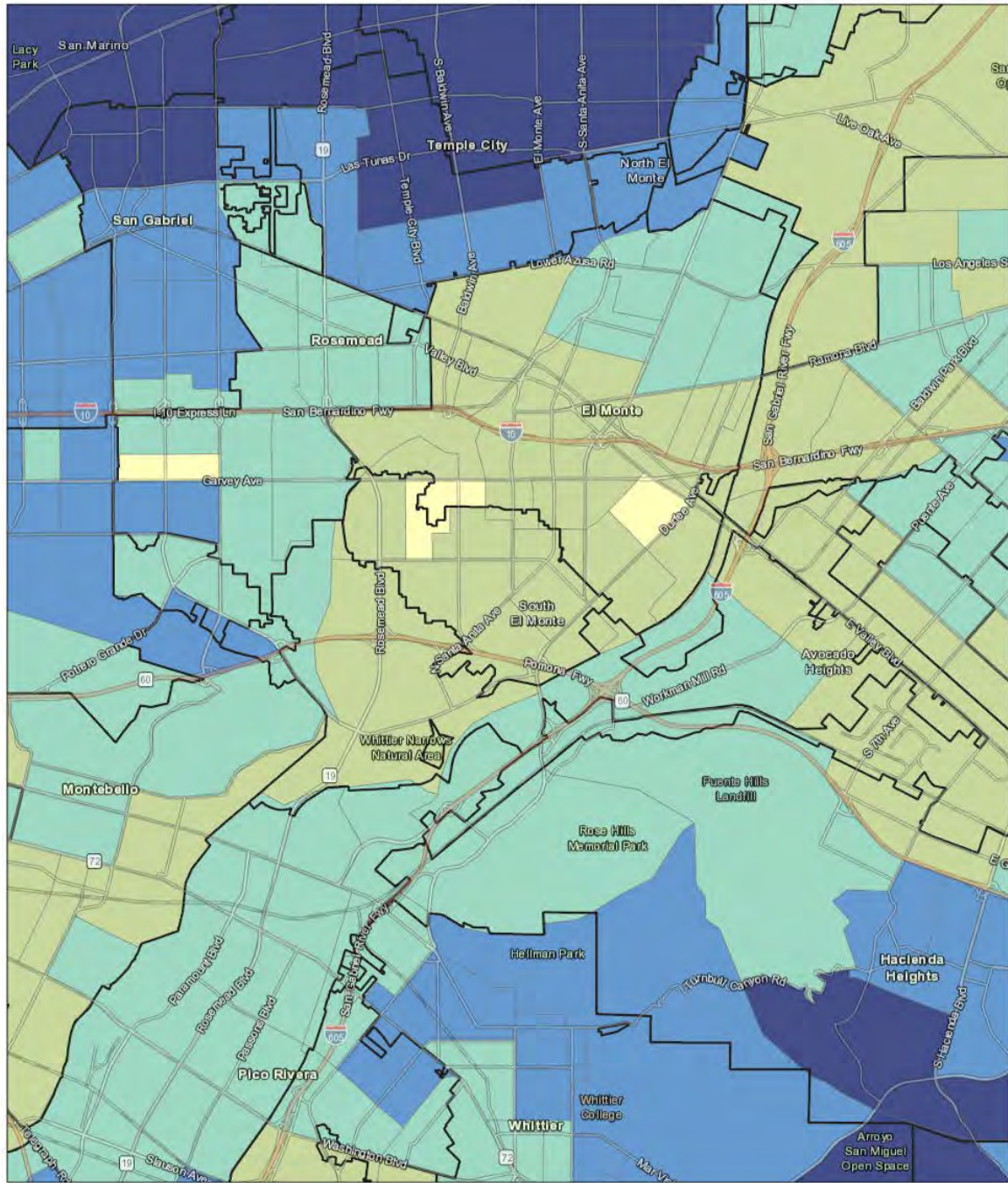


Figure 13(a). Overall Opportunity Map for the Region



9/13/2021, 9:50:28 AM

City/Town Boundaries

(R) TCAC Opportunity Areas (2021) - Composite Score - Tract

- Highest Resource
- High Resource
- Moderate Resource (Rapidly Changing)
- Moderate Resource
- Low Resource
- High Segregation & Poverty

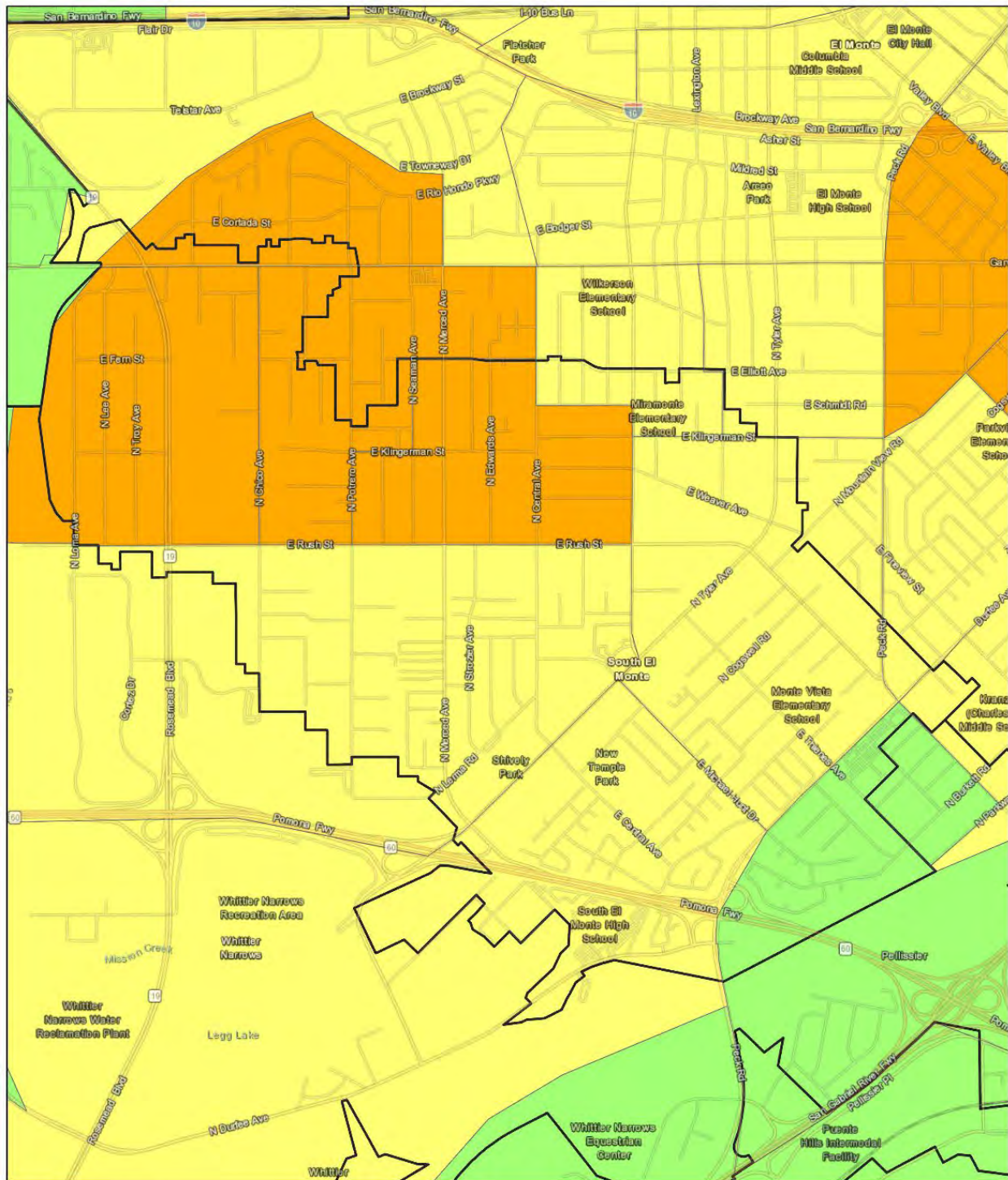
1:72,224
0 0.5 1 2 mi
0 1 2 4 km

4.5.1 Access to Education

The TCAC Opportunity Area Access to Education analysis considers math and reading proficiency standards, high school graduation rates, and student poverty rates.⁶ **Figure 14, Opportunity for Education in South El Monte** shows that the opportunity for access to education is low throughout the City. Moreover, the northwestern portion of the City shows fewer positive outcomes. This area is also within the areas with high segregation and poverty shown in **Figure 12**. Compared to the nearby region, the City experiences less positive educational outcomes than its neighboring cities (see **Figure 14(a), Opportunity for Education in the Region**). According to the Los Angeles County Office of Education, the City falls under four school districts, three of the districts are considered Elementary School Districts, and one is considered a High School District. South El Monte High School is rated above average 7/10 according to GreatSchools. The average elementary school rating is 6/10, with two school being rated 5/10, one rated 6/10, and one rated 8/10. Although public schools are located throughout the City, the southern area, linked to a higher median income, has access to more resources such as head start programs and private schools.

⁶California Fair Housing Task Force (HCD/TCAC). *Methodology for the 2020 TCAC/HCD Opportunity Map*. 2020. <https://www.treasurer.ca.gov/ctcac/opportunity/2020-tcac-hcd-methodology.pdf>

Figure 14. Opportunity for Education in South El Monte



6/28/2021, 1:39:32 PM

City/Town Boundaries

(R) TCAC Opportunity Areas (2021) - Education Score -Tract

< 0.25 (Less Positive Education Outcomes)

0.25 - 0.50

0.50 - 0.75

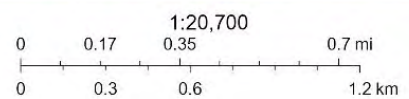
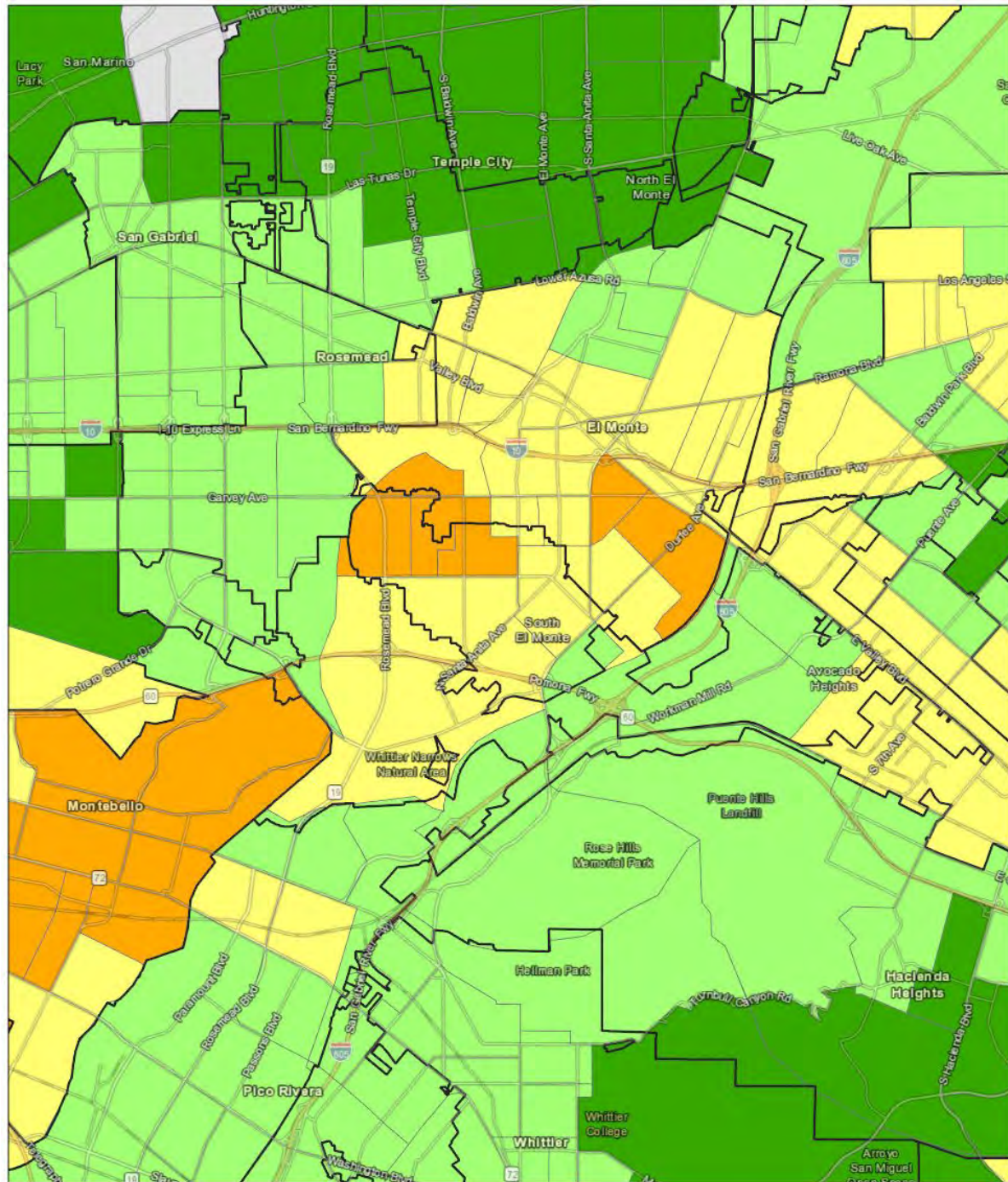


Figure 14 (a). Opportunity for Education in the Region



9/13/2021, 10:50:17 AM

City/Town Boundaries

(R) TCAC Opportunity Areas (2021) - Education Score -Tract

< 0.25 (Less Positive Education Outcomes)

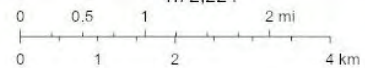
0.25 - 0.50

0.50 - 0.75

> 0.75 (More Positive Education Outcomes)

No Data

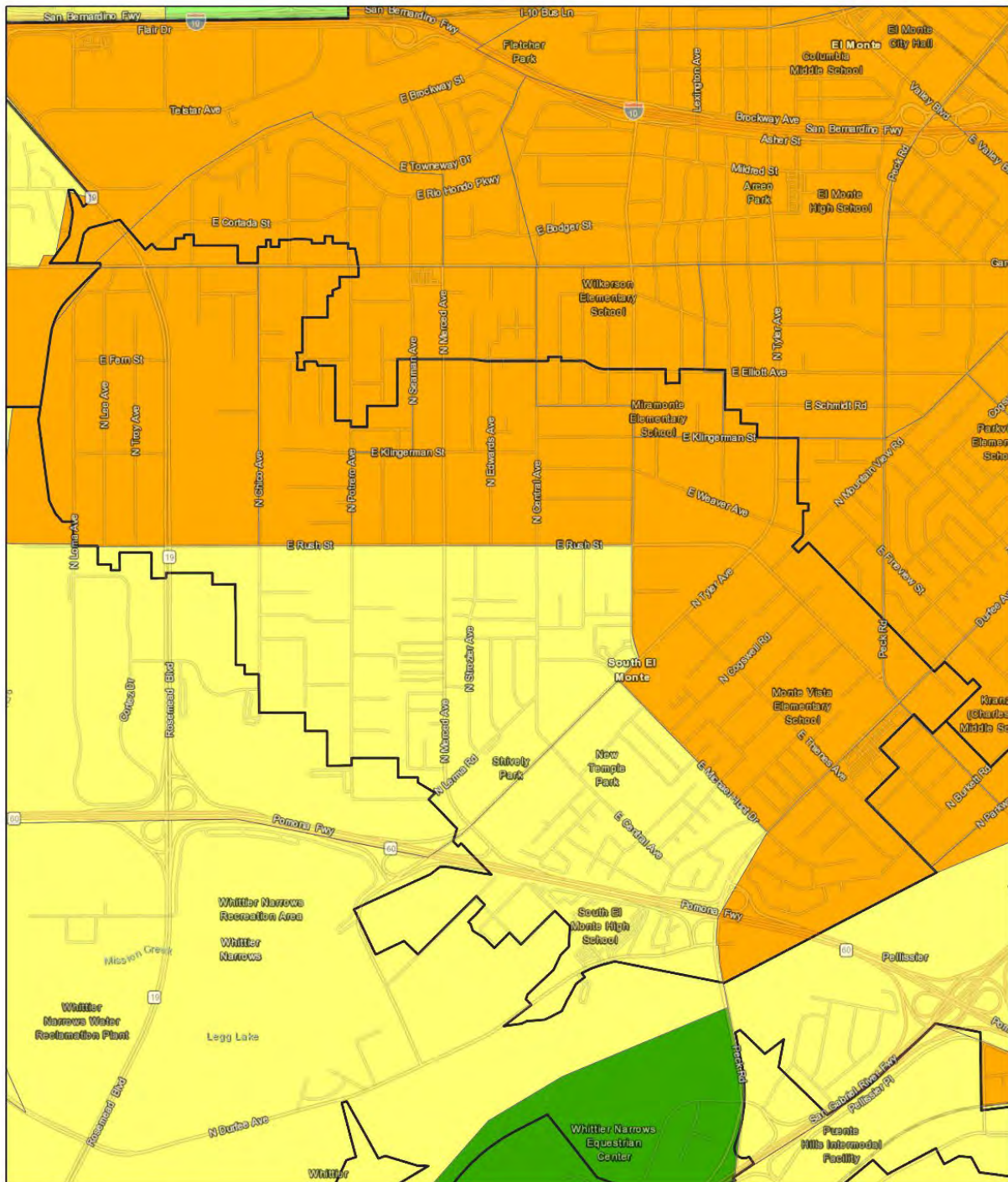
1:72,224



4.5.2 Access to Economic Opportunity

Poverty, adult education, employment, and job proximity are analyzed when assessing access to opportunity for economic development. Less positive economic outcomes are in the northern and eastern areas of the City, as can be seen on **Figure 15, Opportunity for Economic Development in South El Monte**. The City shares less positive economic outcomes with its local region (See **Figure 15(a), Opportunity for Economic Development in the Region**). The central and southern areas of the City have slightly higher score of .25-.50. Generally, the areas with a less positive score (< .25) or between a .25 and .50 score correlate with the areas of moderate to high jobs proximity index score as shown in **Figure 16, Jobs Proximity Index of South El Monte**. The jobs proximity index scores considered jobs that may be accessible to a low-wage or low-to-moderate-skill worker. The northwest, central, and southwest areas of the City have a higher index score of 60 to 80. The most prevalent job in the City is Manufacturing, accounting for 19.3 percent of total jobs within the City (refer to Table 3-8 in the Needs Assessment). Neighboring cities have similar scores with the exception of Montebello and Whittier to the south of the City.

Figure 15. Opportunity for Economic Development in South El Monte



6/28/2021, 1:42:36 PM

City/Town Boundaries

(R) TCAC Opportunity Areas (2021) - Economic Score - Tract

< 0.25 (Less Positive Economic Outcome)

0.25 - 0.50

0.50 - 0.75

> 0.75 (More Positive Economic Outcome)

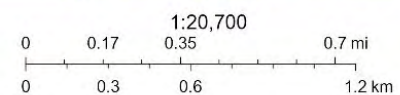
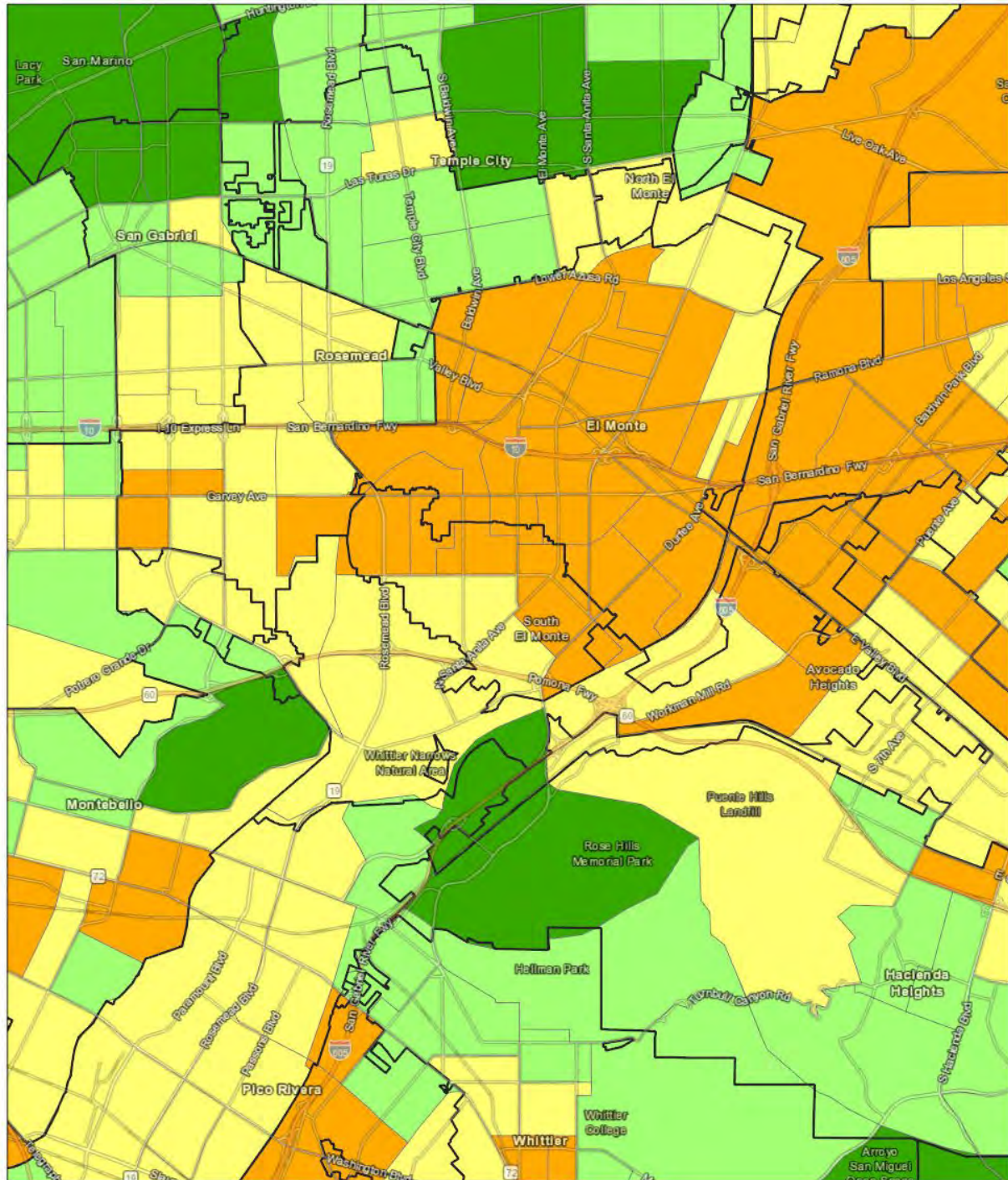


Figure 15(a). Opportunity for Economic Development in the Region



9/13/2021, 11:00:12 AM

City/Town Boundaries

(R) TCAC Opportunity Areas (2021) - Economic Score - Tract

< 0.25 (Less Positive Economic Outcome)

0.25 - 0.50

0.50 - 0.75

> 0.75 (More Positive Economic Outcome)

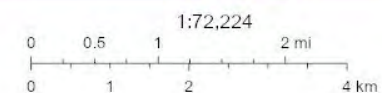
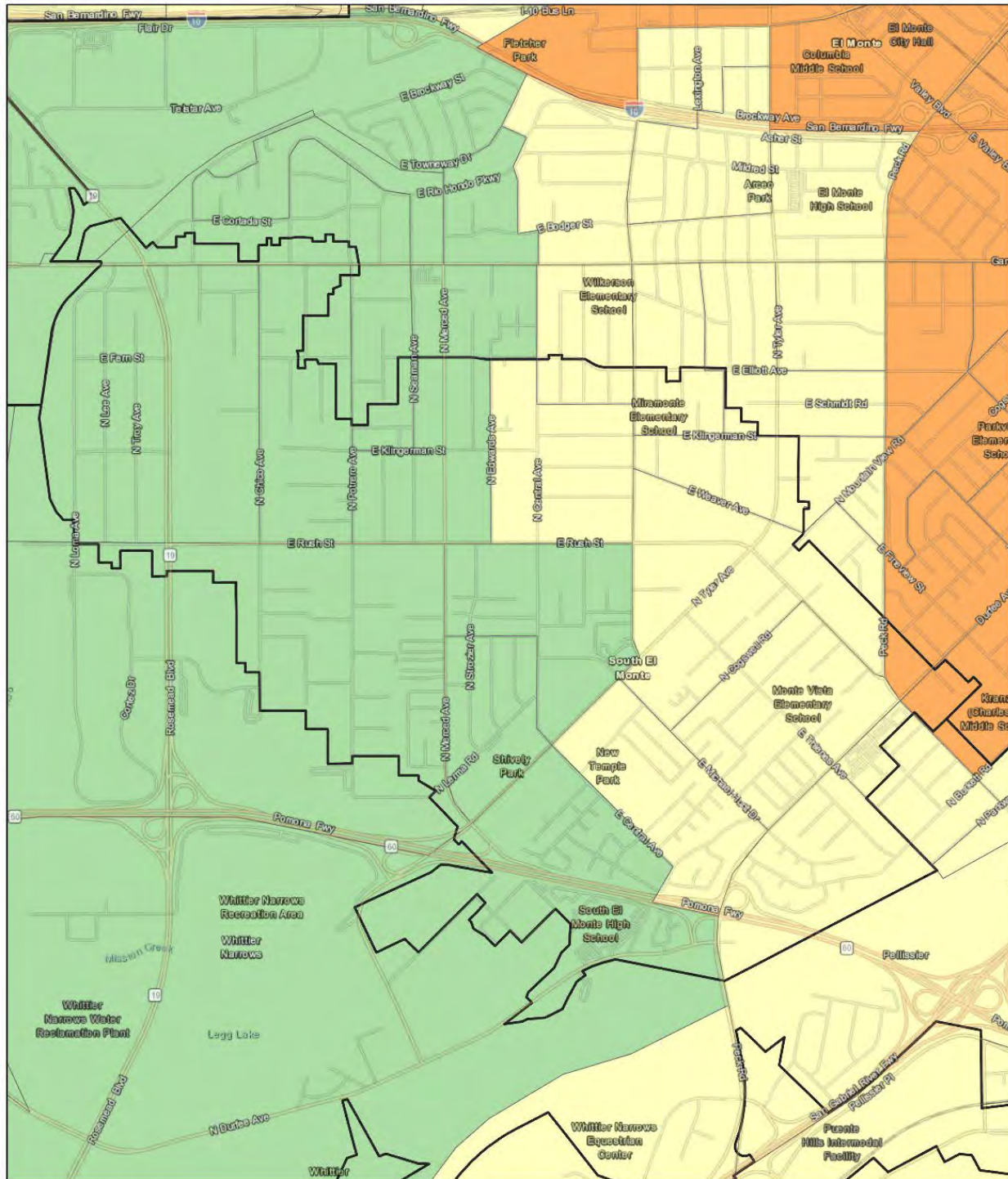


Figure 16. Jobs Proximity Index of South El Monte



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City/Town Boundaries

(A) Jobs Proximity Index (HUD, 2014 - 2017) - Block Group

20 - 40

40 - 60

60 - 80

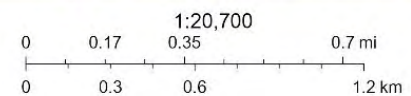
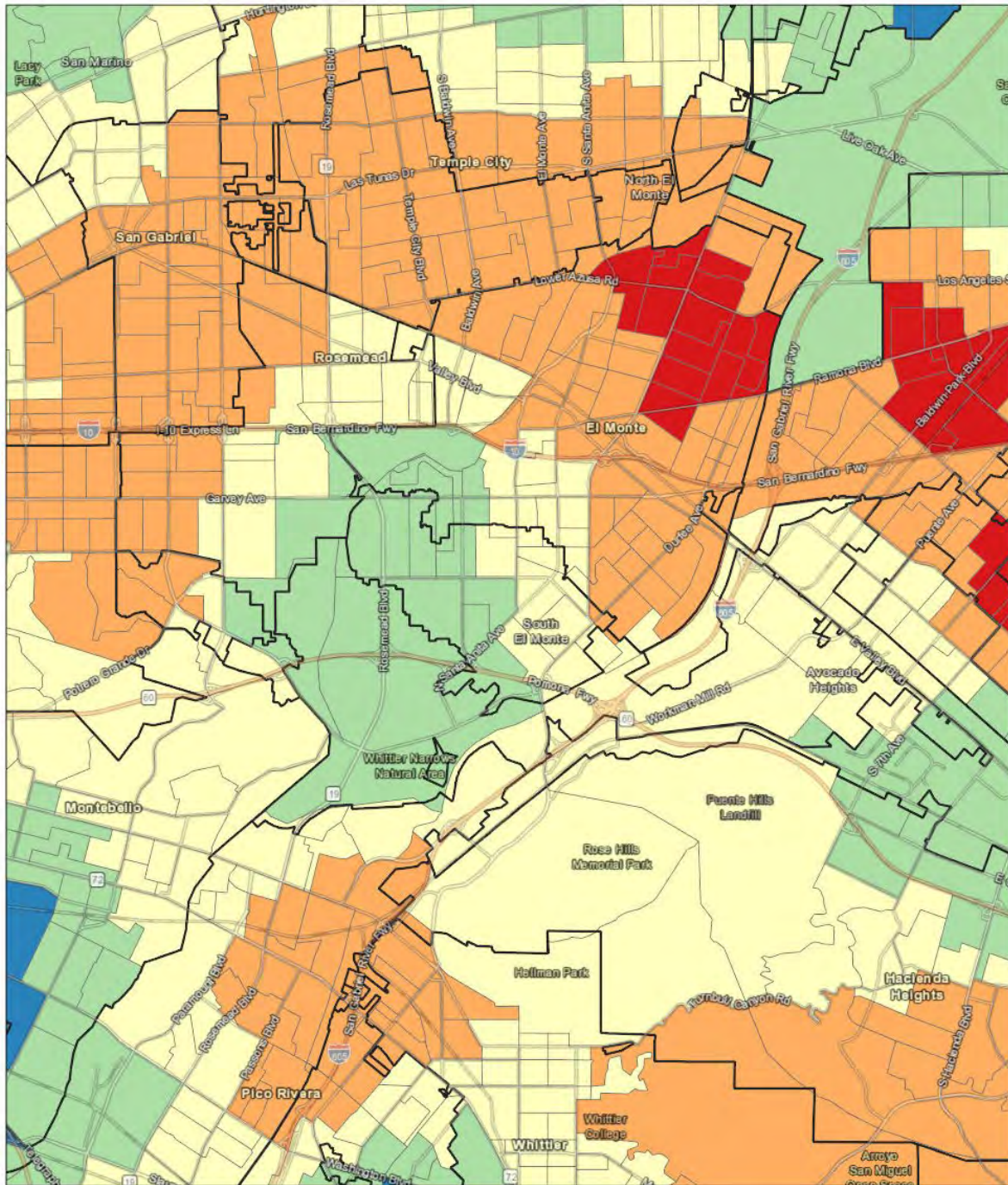


Figure 16(a). Jobs Proximity Index of the Region

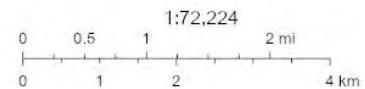


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City/Town Boundaries

(A) Jobs Proximity Index (HUD, 2014 - 2017) - Block Group

- < 20 (Furthest Proximity)
- 20 - 40
- 40 - 60
- 60 - 80
- > 80 (Closest Proximity)



4.5.3 Access to Transportation

Access to transportation opportunities is important, especially for people with lower levels of income who may not be able to afford a car. The City does not have access to rail transit and although it is well-served by several bus stops, there are limited bus stops considered “major transit stops”. All households in the City are within biking distance to bus stops, and 77 percent of households are within walking distance to bus stops. In suburban neighborhoods, or more rural areas or areas with no major transit lines, access to a car is important for long distance commutes. The rates of automobile ownership can be seen on **Figure 17, Automobile Access**. Automobile access is at least 80 percent of the population in any given tract within the City and neighboring jurisdictions.

As previously mentioned, although there is not direct access to rail transit within the City’s boundaries, City residents are within close proximity to both local and major transit lines that connect the City to the region. **Figure 17a, Local Transportation Access**, indicates major streets in the City are well-served by bus stops. As shown on **Figure 17a**, the northern area of the City is a High-Quality Transit Area, which means an area is within one-half-mile of either a well-served transit stops or a transit corridor with 15 minutes or less service frequency during peak commute hours. It should be noted that all sites identified as appropriate to accommodate lower-income housing in the sites inventory are all within the High-Quality Transit Area along Garvey Avenue (refer to **Section 5**, Existing Capacity, in Appendix E for site details), and the buffer sites identified as part of the rezone program are adjacent to the High-Quality Transit Area (refer to **Section 6**, Rezone Strategies to Ensure Capacity for site details).

In the region, cities east of the Downtown Los Angeles area generally do not have direct access to local rail transit. However, similar to the City, eastern cities are also serviced by local and some major transit lines to connect residents to areas in the greater Los Angeles County area with rail transit and other major service lines that provide regional connectivity. As shown in **Figure 17b, Regional Transportation Access**, most cities west of the City that are closer to the Downtown area are entirely identified as High-Quality Transit Areas, while cities further east of Downtown only have certain portions within city boundaries that have higher access to transportation and are considered High-Quality Transit Areas. These areas are usually located around major transit corridors. This is similar to the City, as only the northern portion of the City as shown on **Figure 17a** is considered a High-Quality Transit Area. However, as previously mentioned, lower-income sites identified in the sites inventory were thoughtfully identified within the High-Quality Transit Area of the City. Specifically, Los Angeles Metro’s frequent, well-served 70 Bus Line has nine bus stops along a half-mile segment of Garvey Avenue, and provides service 24 hours a day, seven days a week with 15 minutes or less service frequency during daytime hours. From any of these bus stops along Garvey Avenue, the 70 bus provides residents a direct route to the El Monte Metro Station in approximately 10 minutes, or east to Downtown Los Angeles. Therefore, providing residents the benefit of having access to regional transportation and enhancing overall mobility for residents to areas with additional access to employment opportunities and regional resources.

As of February 2022, Los Angeles Metro is evaluating an approximately nine-mile extension of the Metro L Line (Gold) further east from its current terminus at Pomona Boulevard and Atlantic Boulevard in East Los Angeles. This extension would provide another nearby opportunity for increased regional connectivity.

Figure 17. Automobile Access

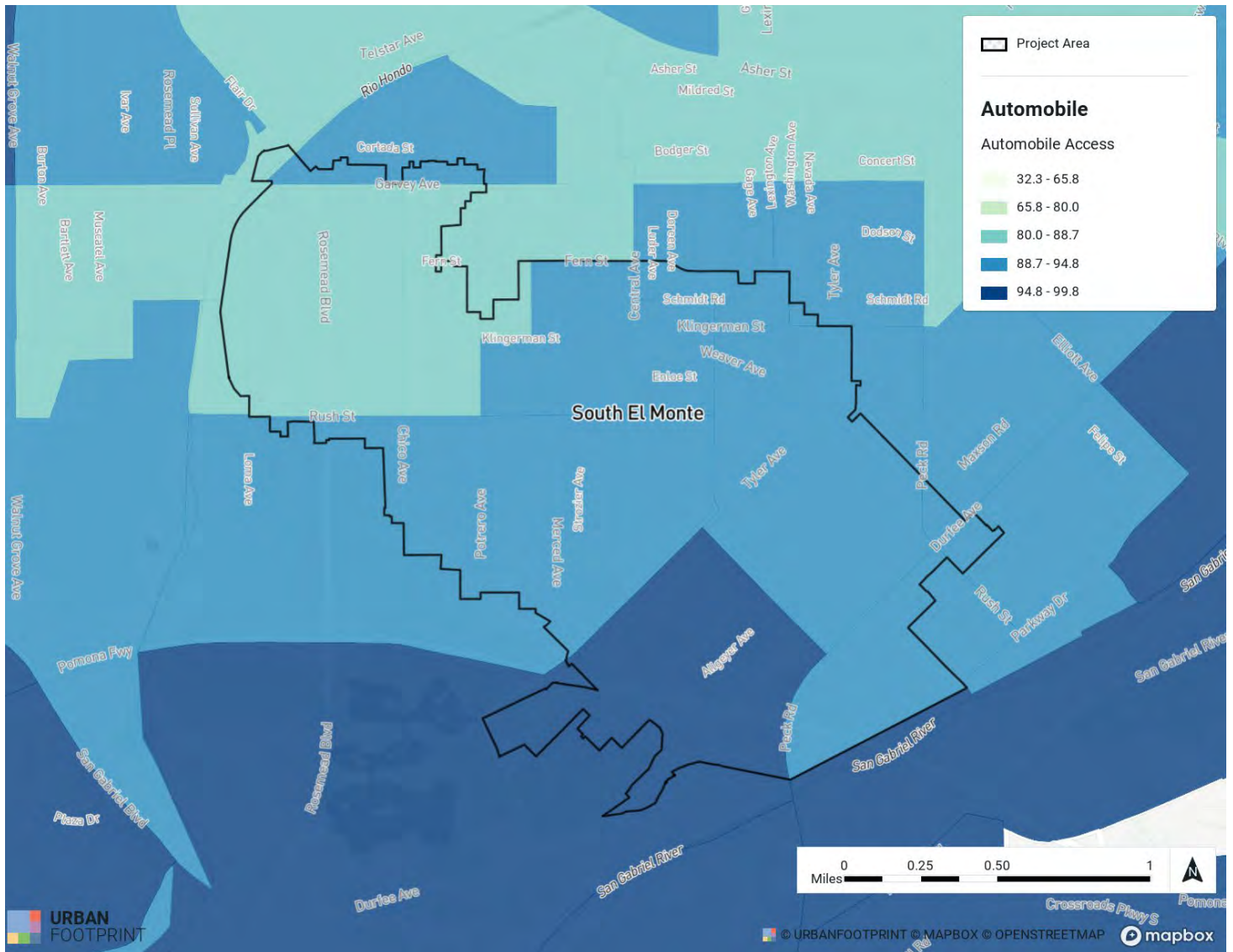


Figure 17a. Local Transportation Access

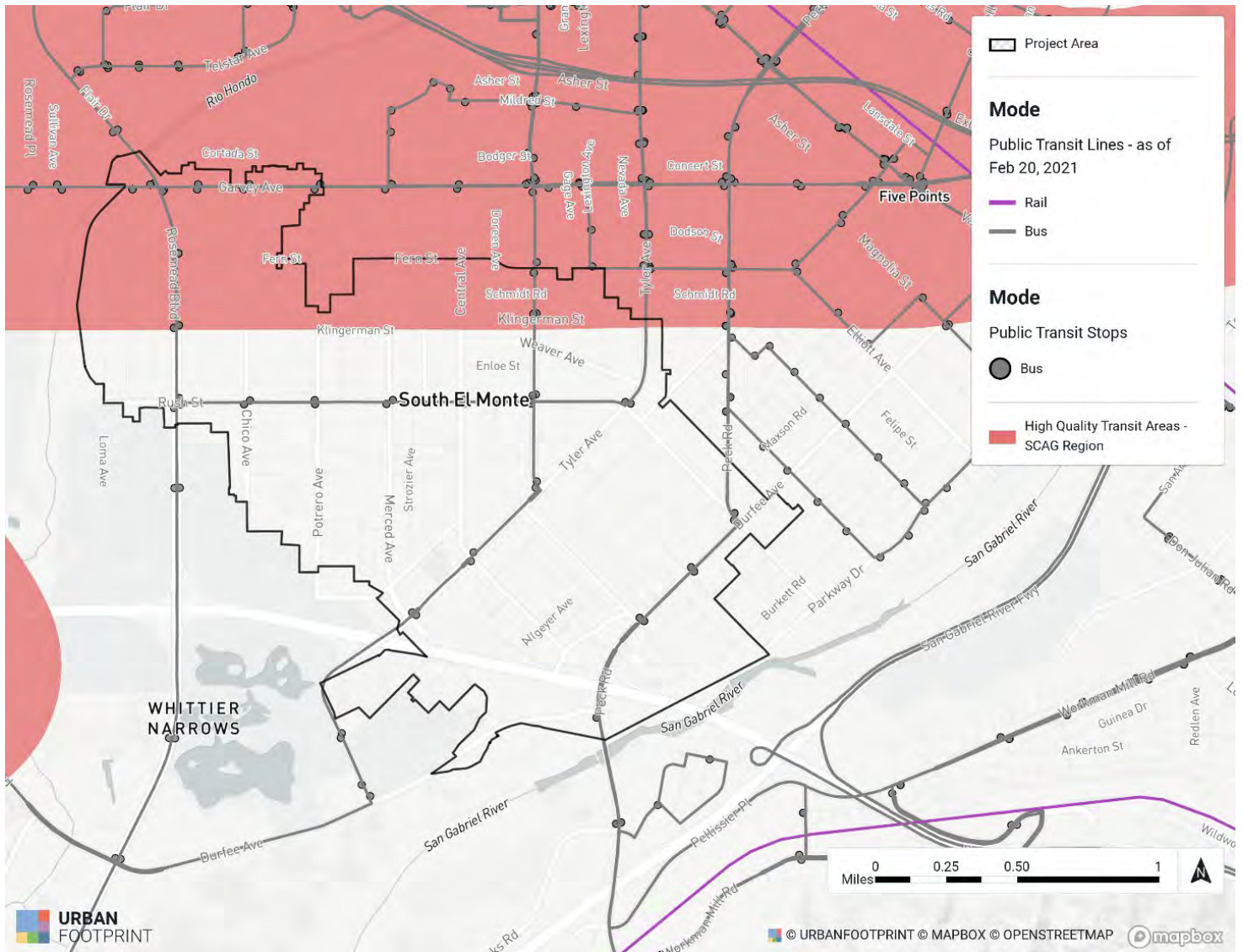
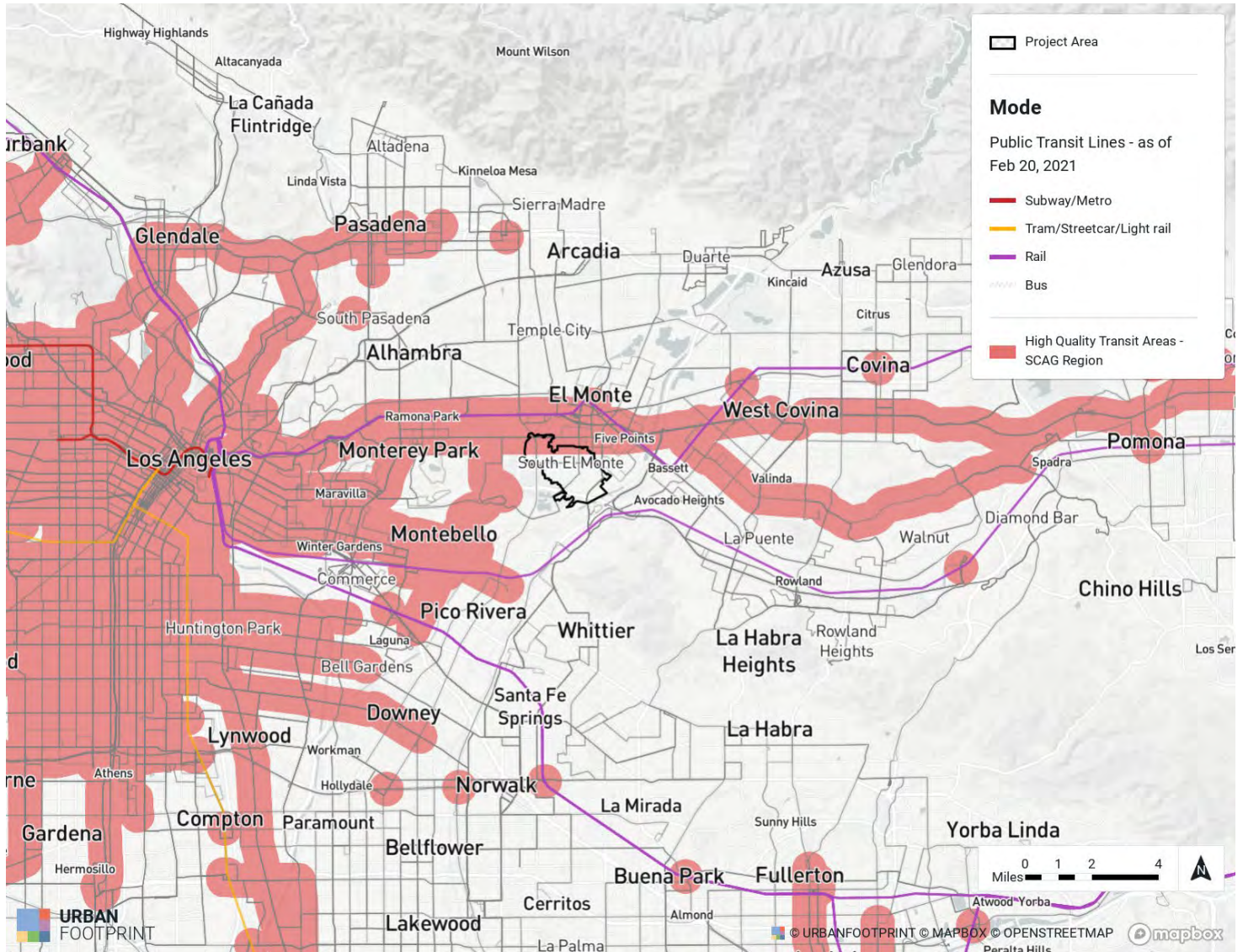


Figure 17b. Regional Transportation Access

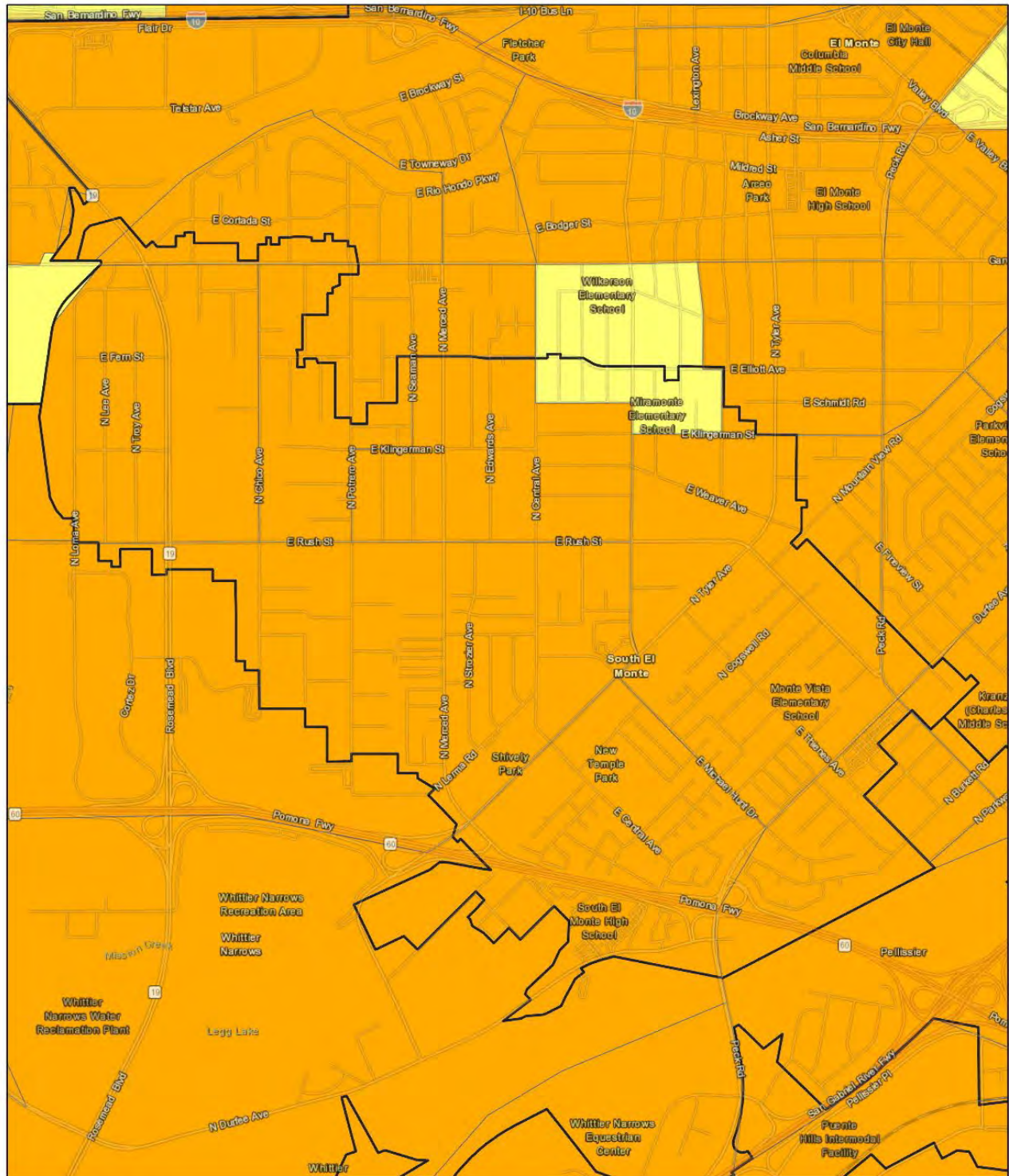


4.5.4 Access to a Healthy Environment

Access to a clean and healthy environment plays an important role in the quality of life for residents. Levels of air pollution, water quality, access to open spaces, vegetation, and more contribute to environmental factors that go into different indexes which attempt to show levels of environmental quality. **Figure 18, Opportunity for Environment in South El Monte** shows the opportunity for access to environmentally healthy neighborhoods. As shown on **Figure 18**, most of the City is considered to have a less positive environmental outcome with a score of less than .25. A small portion in the northern area of the City has a slightly higher score between .25 and .50, but overall, the City has very poor access to environmental resources. **Figure 18(a), Opportunity for Environment in the Region**, shows that the local region experiences relatively low opportunity for environment scores with scattered higher ratings. **Figure 19, CalEnviroScreen 3.0**, indicates the City ranks in between the 80 to 100 percentile range, meaning they are highly exposed to environmental pollutants. The eastern area of the City has the highest percentile range of 90 to 100 percent. Some specific factors that are especially poor in this area include ozone levels, drinking water contamination, groundwater threats, and low birth weights. **Figure 20, Healthy Places Index**, shows the healthy places index (HPI) scores for the City. This index uses data that impacts personal health and compiles it to show where the healthiest and least healthy places are to live. In the City, the scores are very low with the entire City falling within the two lowest healthy environment scores. The lowest scores, between 0 and 20, are located in the northern and western areas of the city. To further analyze the environment, **Figure 21, Parks**, shows parks in the City. The presence and quality of parks and open spaces are one factor that are considered when determining if an environment is healthy. As seen on **Figure 21**, there are only three parks in the City—one located in the center, and two located in the southern area. The southwestern area of the City abuts a park; however, this area is made up of mainly industrial and manufacturing uses and is not easily accessible to residential uses. It should be noted that this park is further buffered from the City by a major highway and boulevard. A portion of this large park is also used as a golf course.

The City is currently (2021) updating the General Plan's current Public Safety Element. The updated element will include an environmental justice component and will be renamed to the Public Health, Safety, and Environmental Justice Element. As such, the City recognizes that the City's critical public health and chronic hazards are access to parks, safe and sanitary housing, and air pollution. Improving the environmental health of neighborhoods requires multiple levels of efforts, including land use planning, transportation considerations, urban forest management, healthy food options, park investments and more, which the City aims to do through implementation of the Public Health, Safety, and Environmental Justice Element's programs.

Figure 18. Opportunity for a Healthy Environment in South El Monte



6/28/2021, 1:44:16 PM

City/Town Boundaries

(R) TCAC Opportunity Areas (2021) - Environmental Score -Tract

< .25 (Less Positive Environmental Outcomes)

.25 - .50

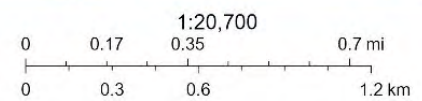
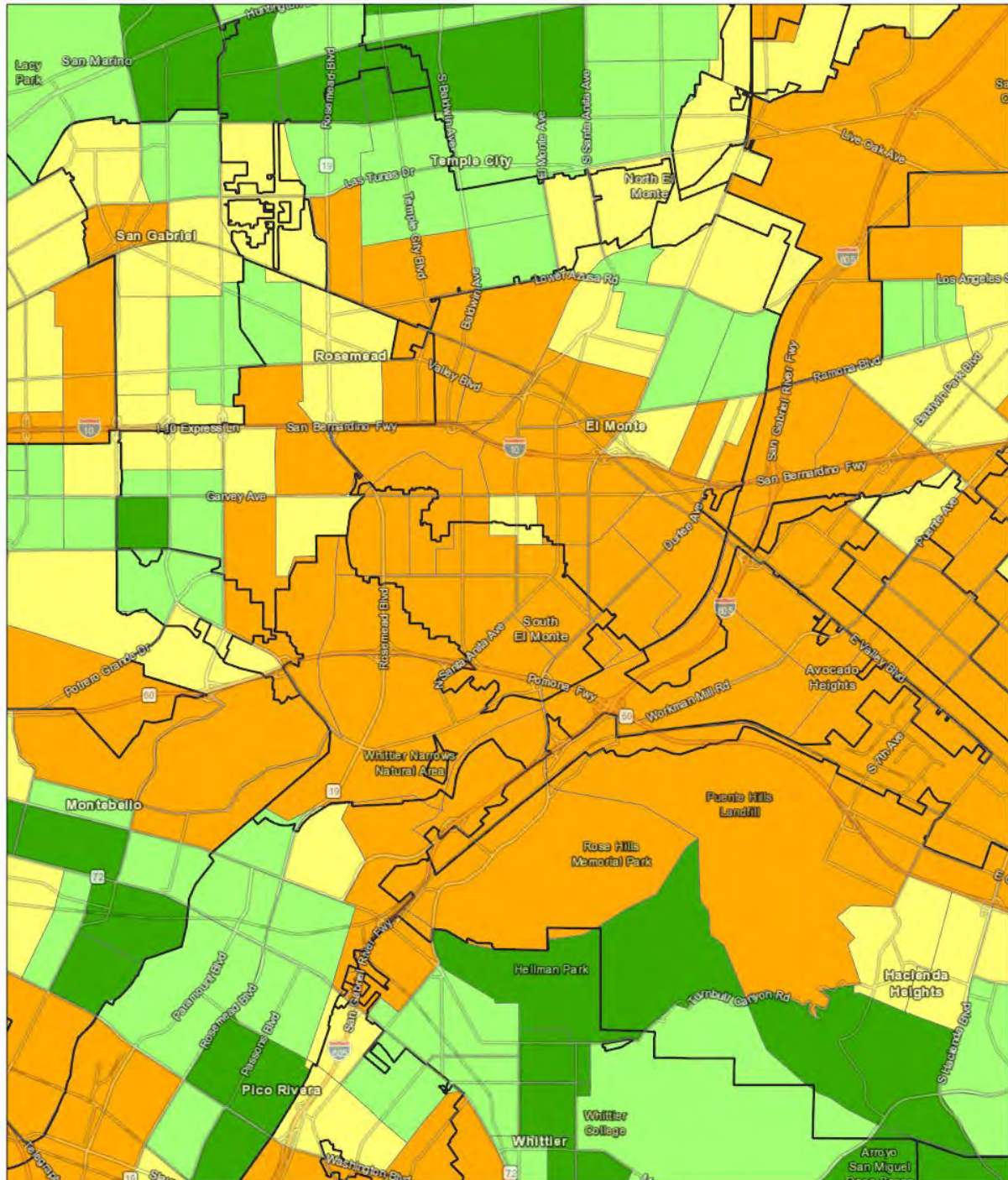


Figure 18(a). Opportunity for a Healthy Environment in the Region



9/13/2021, 11:16:41 AM

City/Town Boundaries

(R) TCAC Opportunity Areas (2021) - Environmental Score - Tract

< .25 (Less Positive Environmental Outcomes)

.25 - .50

.50 - .75

.75 - 1 (More Positive Environmental Outcomes)

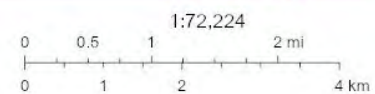


Figure 19. CalEnviroScreen 3.0

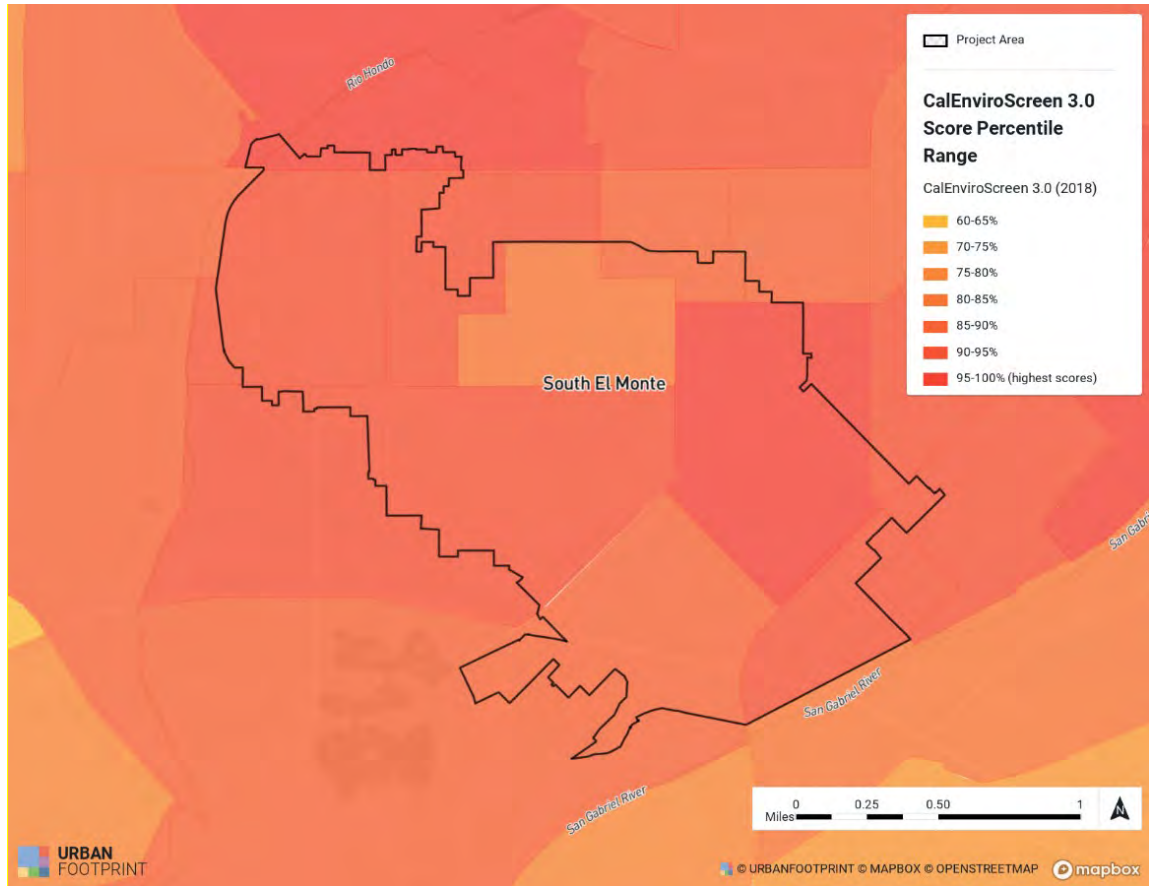


Figure 20. Healthy Places Index

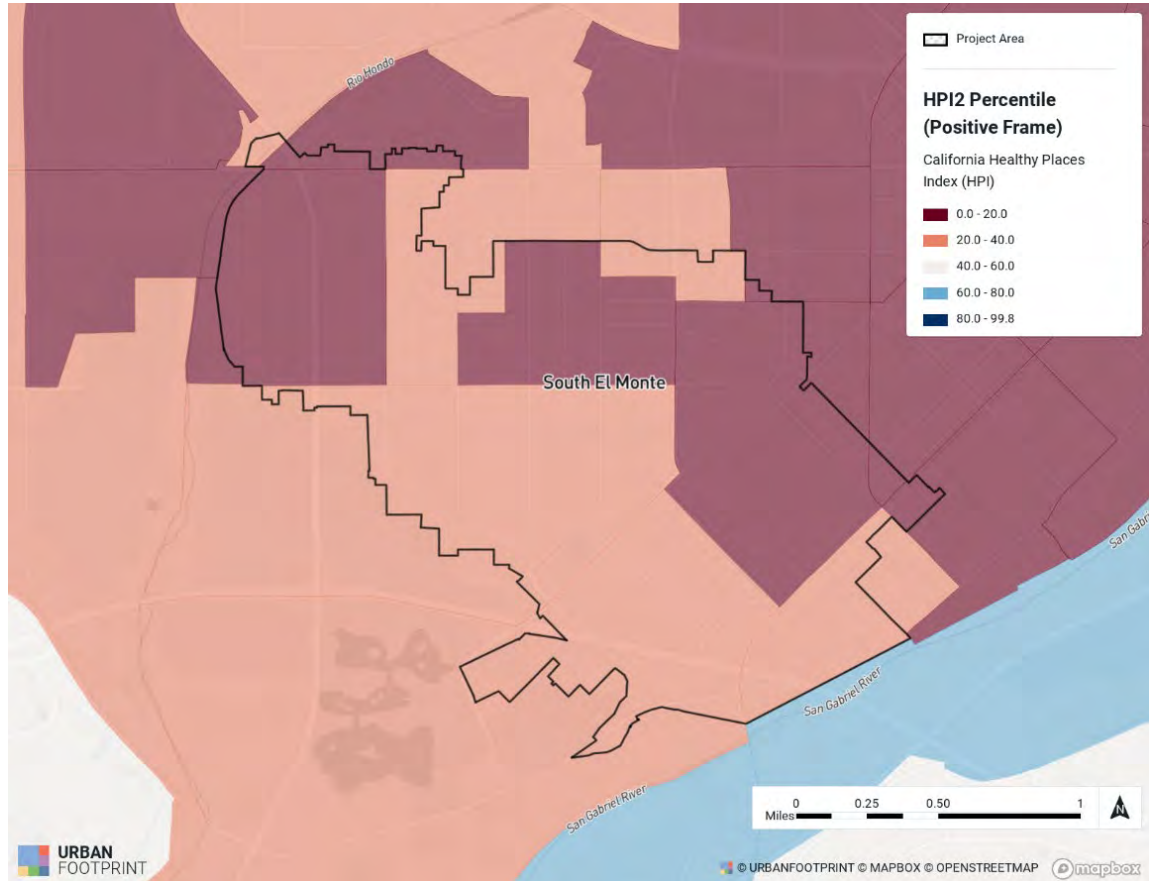
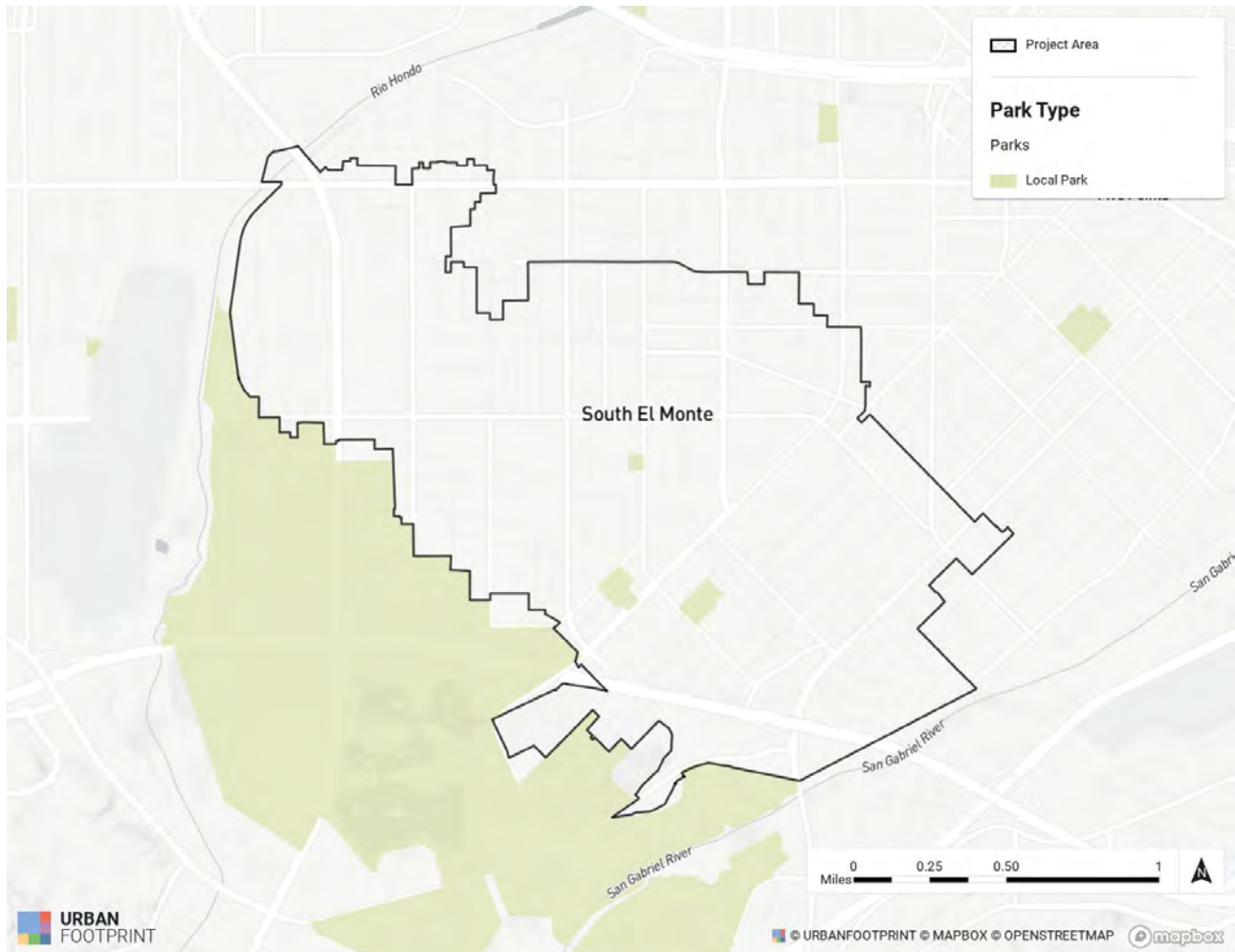


Figure 21. Parks Near South El Monte



4.5.5 Access to Opportunity for Person with Disabilities

Trends related to persons with disabilities, including local and state analysis of prevalence of disabilities by type and age group are included in the Needs Assessment included in **Appendix B**. The Needs Assessment also covers services that are offered for persons with disabilities. Some common zoning barriers for persons with disabilities include.

- Reasonable Accommodation Procedure
 - Common issues with reasonable accommodation procedures include excessive findings of approval, burden on applicants to prove the need for exception, application costs, and discretionary approvals.
- Family Definition
 - Family definitions in zoning or other land use related documents can directly impact housing choices for persons with disabilities, particularly regarding group home situations which are commonly utilized by persons with disabilities. Regulating the number of people or requiring occupants to be related can be common elements in family definitions that create barriers.

- Excluding Group Homes
 - Excluding group homes or subjecting these homes to a conditional use permit in single family zones acts as a barrier to housing choice for persons with disabilities.
- Spacing Requirements
 - Excessive spacing requirements between group homes or community or residential care facilities can directly impact the supply of housing choices for persons with disabilities.
- Unit Types and Sizes
 - The lack of multifamily housing or zoned capacity for multifamily and a variety of sizes from efficiency to four or more bedrooms can constrain the ability of persons with disabilities to live in a more integrated community setting.
- Lack of By Right Zoning for Supportive Housing
 - By right zoning for supportive housing can result in more objective processes that are less likely to discriminate or have the effect of discriminating against persons with disabilities.⁷

Some of the goals and policies within the Housing Element encourage equal access to housing and services to meet the needs of persons with disabilities, including.

- Policy 1.2, which focuses on the removal of local regulatory constraints, especially for housing that serves lower-income households and those with special needs, to facilitate the development of housing.
- Policy 4.1, which supports the City's continued commitment to affirmatively furthering fair housing and advancement in equity by continuing to enforce fair housing laws prohibiting arbitrary discrimination in the building, financing, selling or renting of housing on the basis of race, color, religion, national origin, sex, sexual preference, age, disability, family status, AIDS, or other such characteristics.

In addition, **Program 14** of the Housing Element is designed to promote equal housing opportunities in the City, and **Program 15**, encourages equal access to housing and services to meet the needs of persons with disabilities, and strives to promote increased accessibility by connecting developers and residents to resources on design features that are accessible and safe to all people regardless of age, size, ability, or disability. The policy and programs will be modified in future planning periods to address the development of housing for vulnerable and special needs populations as needed.

The City does not have supportive housing stock within the City limits; however, permanent supportive housing is available in adjacent cities. El Monte Veterans Village (Mercy Housing) which offers 44 beds and Community Housing Options and Independent Supportive Sites (Alliance for Housing and Healing) which offers 34 beds are located in the City of El Monte. Whittier Area First Day Coalition which offers 45 beds for single adults and 3 units of permanent supportive housing for families and The Whole Child which offers permanent supportive housing for families in the City of Whittier.

⁷ HCD. (2021, April). Affirmatively Furthering Fair Housing Guidance for All Public Entities and for Housing Elements. https://www.hcd.ca.gov/community-development/affh/docs/affh_document_final_4-27-2021.pdf

In addition to the Homeless Count data and demographics provided in in **Appendix B**, it is useful to examine city-level data from the regional Coordinated Entry System (CES)⁸. This provides an enhanced view of those experiencing homelessness and their challenges as well as needs using responses to the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) assessment and other indicators of a person's overall health and wellbeing.

One useful aspect is that the VI-SPDAT assessment produces an acuity score, which can help identify an appropriate housing intervention for someone experiencing homelessness. In Los Angeles County it is suggested that people experiencing homelessness who fall into the low acuity scoring range of the assessment (0-3) should be able to find housing on their own, or self-resolve, those in the mid-acuity scoring range (4-11) are best served by rapid rehousing programs, and high-acuity individuals (12+) generally need supportive housing.

Other useful indicators in the data set include information about a person's housing history, legal background, physical and mental health, history of substance use, and general demographic information such as age and race. All of these elements are self-reported by the individuals being assessed. According to the City's Plan to Prevent and Combat Homelessness, of the 18 individuals in the City who were assessed.

- 67% were in the mid-acuity range and would best be served by rapid rehousing programs,
- 28% were in the high-acuity range and would generally need supportive housing,
- And 6% were in the low-acuity range and would likely be able to find housing on their own.

Other important vulnerability indicators are length of time a person has spent homeless, any existing chronic health conditions, diagnosed mental health issues, and people who have spent one or more nights in a holding cell, jail, or prison within six months of their VI-SPDAT assessment. In South El Monte.

- 18% reported being homeless less than a year, 45% said 1-2 years, and 36% said 2 years or more,
- 55% reported chronic health issues related to the liver, kidneys, stomach, lungs, or heart,
- 18% reported a mental health issue,
- And 20% reported that they spent one or more nights in a holding cell, jail, or prison within six months of their assessment (20%).

In an effort to prevent and combat homelessness, the City and its partners are currently participating in the following activities.

- The Department of Public Safety responds to complaints and conducts homelessness outreach and enforcement as needed.
- The Code Enforcement Division responds to homelessness-related complaints regarding private property.
- The City Library and the Senior Center provide information and referrals to individuals and families experiencing homelessness, as needed.
- The Department of Public Works conducts cleanups twice per month for city-owned land and twice per week at transit stops.

⁸ The Coordinated Entry System (CES) is a regional database that streamlines housing placement and service provision and prioritizes those who are most vulnerable. The City's Plan to Prevent and Combat Homelessness incorporates data from the adult singles database.

- Links through Volunteers of America and Union Station to the Los Angeles County coordinated entry system (CES), which prioritizes housing for the most vulnerable among those experiencing homelessness and tracks progress toward housing and needed services.
- Emergency assistance (e.g., food, transportation assistance, showers, and hygiene kits) through the San Gabriel Valley Coalition for the homeless.
- Outreach and engagement through the Sheriff's Department, including the Temple City station, the COPS (Community Oriented Policing Services) team, and the Parks Bureau.
- Service links for families experiencing or at risk of homelessness through the Valle Lindo, Mountain View, and El Monte school districts.

Program 6 from the 5th Cycle Housing Element (See **Appendix A, 5th Cycle Review**) was awarded funding to support people experiencing homelessness through shelter development and funding of support services, this program is considered successful. **Program 7** of the 6th Cycle Housing Element implements strategies to provide support for those experiencing homelessness, including continued efforts with the cities of El Monte and Baldwin Park and the County of Los Angeles, who have been working cooperatively to address issues related to individuals experiencing homelessness and individuals at risk of experiencing homelessness under a grant they were awarded under the 2018 Cities Homelessness Plan Implementation Program through Measure H funds.

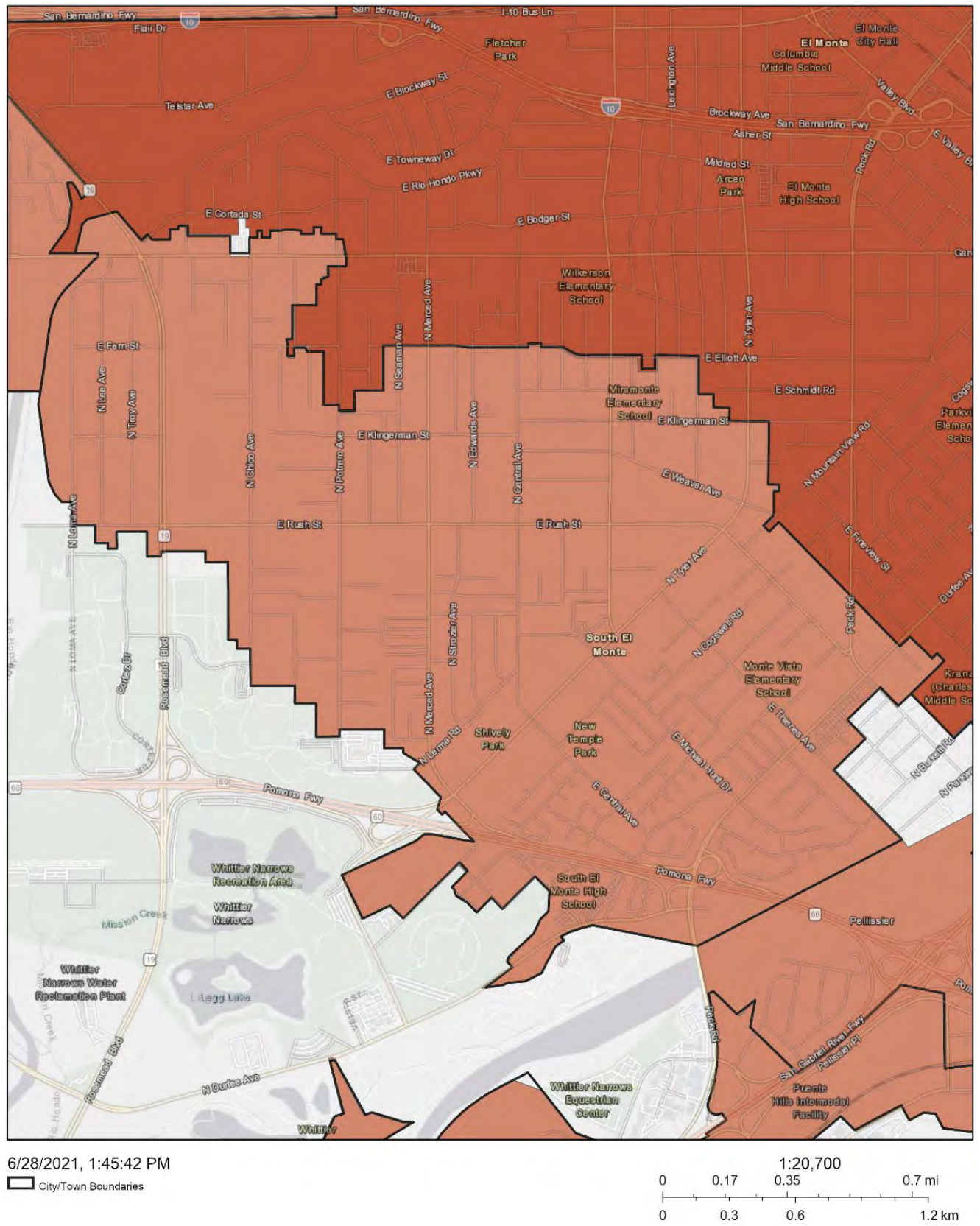
4.6 Disproportionate Housing Needs and Displacement Risk

Homeownership is one of the largest assets for most households in the U.S. and, for many households, provides an opportunity to build wealth. Over generations, many households have used wealth gained through homeownership to send their children to college or invest in other opportunities, creating access to more wealth. One of the most prevalent consequences of residential segregation is the intergenerational inaccessibility of homeownership. According to the Census, a total of 2,456 occupied units (47.6 percent) in the City were owner-occupied in 2018, and 2,705 occupied units (52.5 percent) were renter-occupied. The homeownership rate within the City is relatively consistent with the County's homeownership rate of 45.8 percent.

4.6.1 Substandard Housing

As previously shown in **Figure 1**, the City's community is a primarily non-White population. Generally, minority households are also more likely to experience higher rent burdens, poor housing conditions, and an increased risk of displacement and/or homelessness. White, non-Hispanic households across the region and in each jurisdiction, are the least likely to experience housing problems while Black and Hispanic households experience housing problems at the highest rates (e.g., cost burden, overcrowding). **Figures 22, Any Four Housing Severe Problems**, shows the percentage of households experiencing any one of four housing problems (lack of complete kitchen facilities, lack of complete plumbing facilities, more than one person per room, and monthly housing costs exceeding 30 percent of monthly income) at the City level. Approximately 20 to 40 percent of households in the City are experiencing at least one of the four housing problems identified above. Approximately 732 housing units are currently in need of rehabilitation or replacement (See **Appendix B**).

Figure 22. Any Four Housing Severe Problems

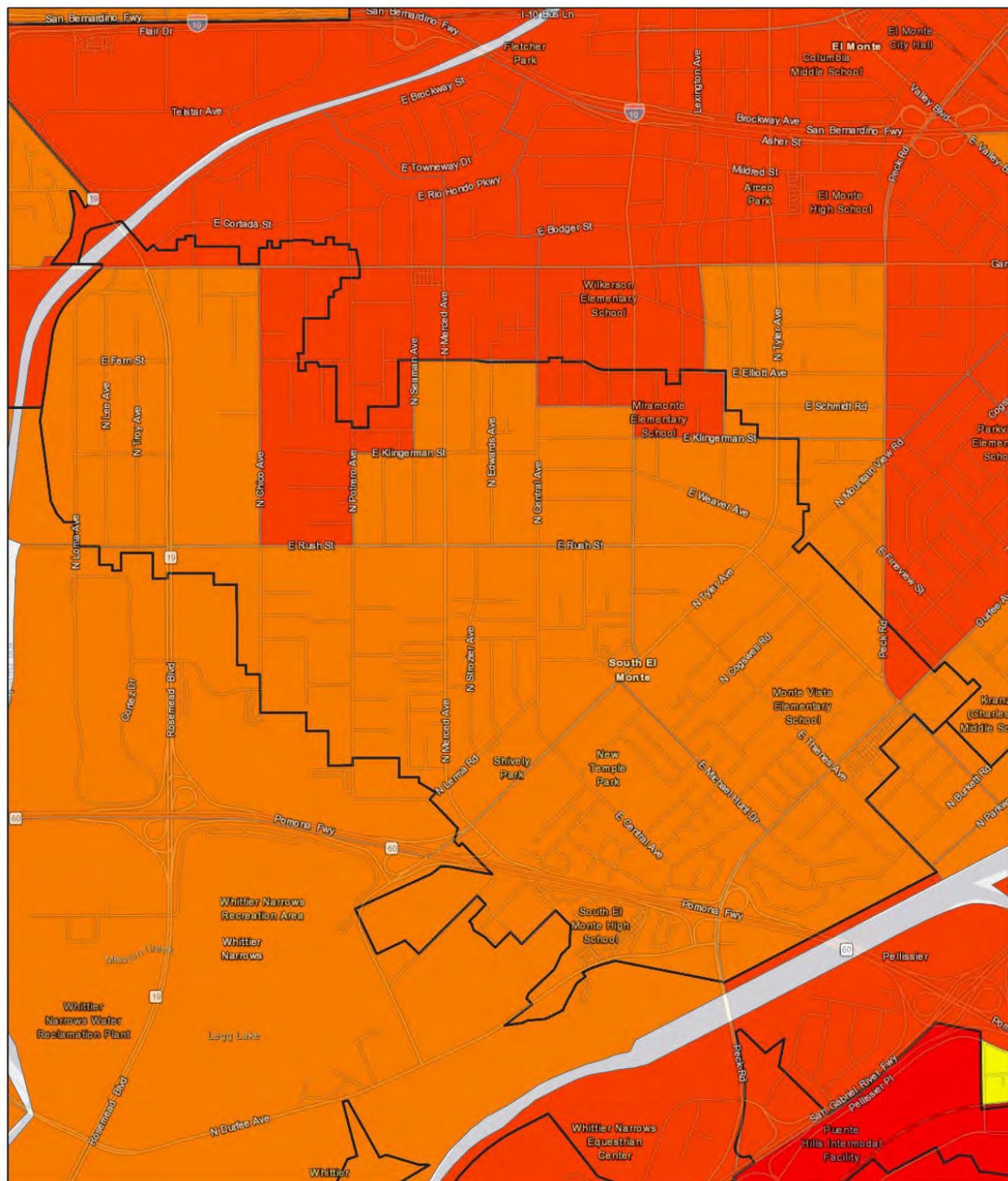


4.6.2 Housing Affordability

According to the federal government, housing is considered "affordable" if the people living there pay no more than 30 percent of their income for rent or mortgage. If a household pays more than 30% of their income on rent or mortgage, the house is considered "cost burdened". If a household pays more than 50% of their annual income on housing, they are considered severely cost burdened. The renter cost burden in the City can be seen on **Figure 23, Renter Cost Burden in South El Monte**. Approximately 40 to 60 percent of the population within the given census tracts are cost burdened. The highest level of overpayment in the City is also located in the area with the highest level of poverty status, with 60 to 80 percent cost burdened renters of the census tract's population.

Homeowners in the City, shown on **Figure 24, Homeowner Cost Burden in South El Monte**, have varying percentages of cost burden. The central and northwestern areas of the City experience 20 to 40 percent cost burden, 40 to 60 percent of the homeowners are cost burdened in the north and southeastern areas; and the highest level of homeowner cost burden is located eastern area of the City, with 60 to 80 percent. See **Appendix B** for an additional discussion on cost burden in the City.

Figure 23. Renter Cost Burden in South El Monte



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City/Town Boundaries

(R) Overpayment by Renters (ACS, 2015 - 2019) - Tract

- < 20%
- 40% - 60%
- 60% - 80%
- > 80%

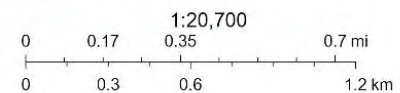
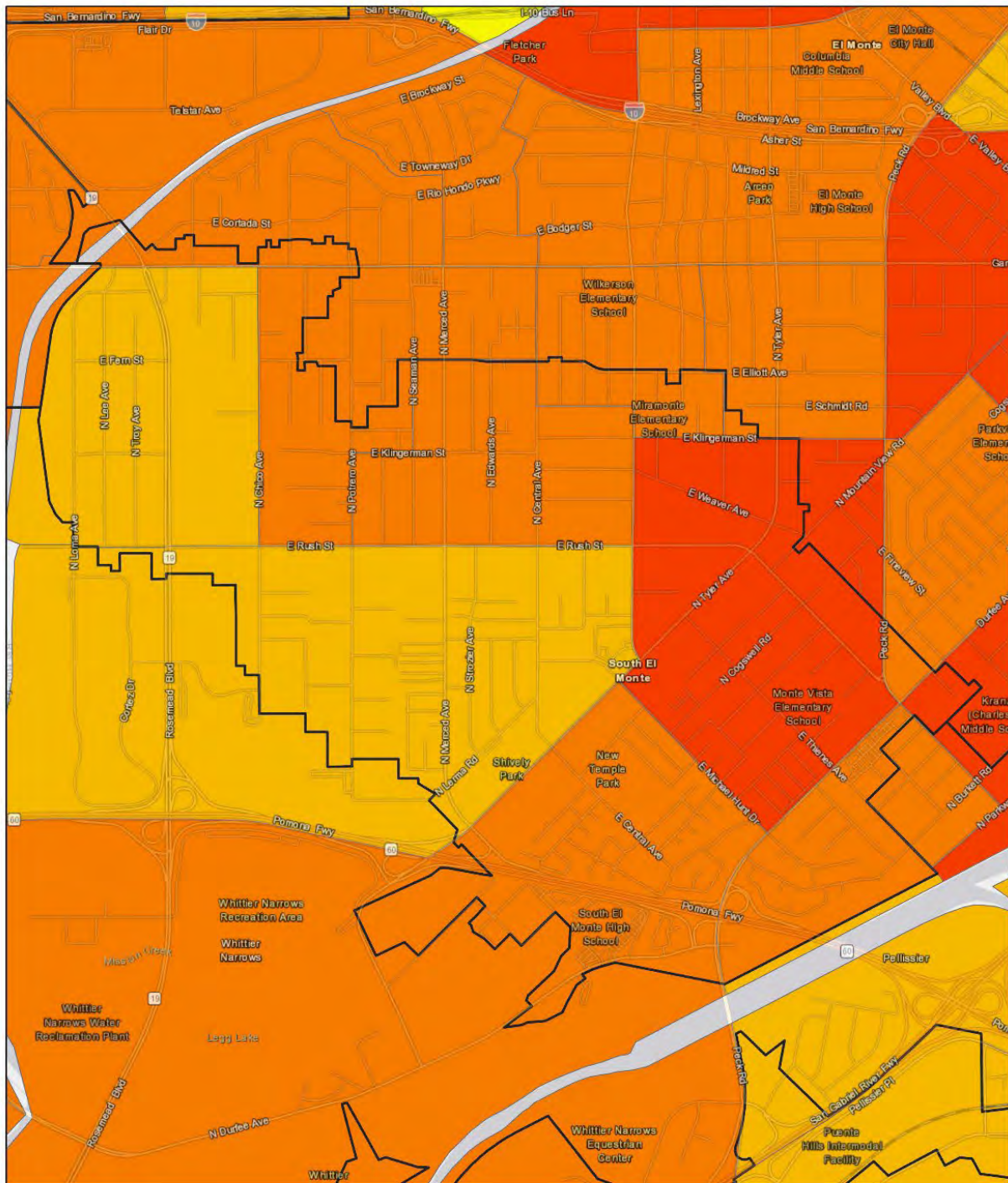


Figure 24. Homeowner Cost Burden in South El Monte

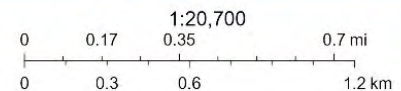


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City/Town Boundaries

(R) Overpayment by Home Owners (ACS, 2015 - 2019) - Tract

- < 20%
- 20% - 40%
- 40% - 60%
- 60% - 80%



4.6.3 Overcrowding

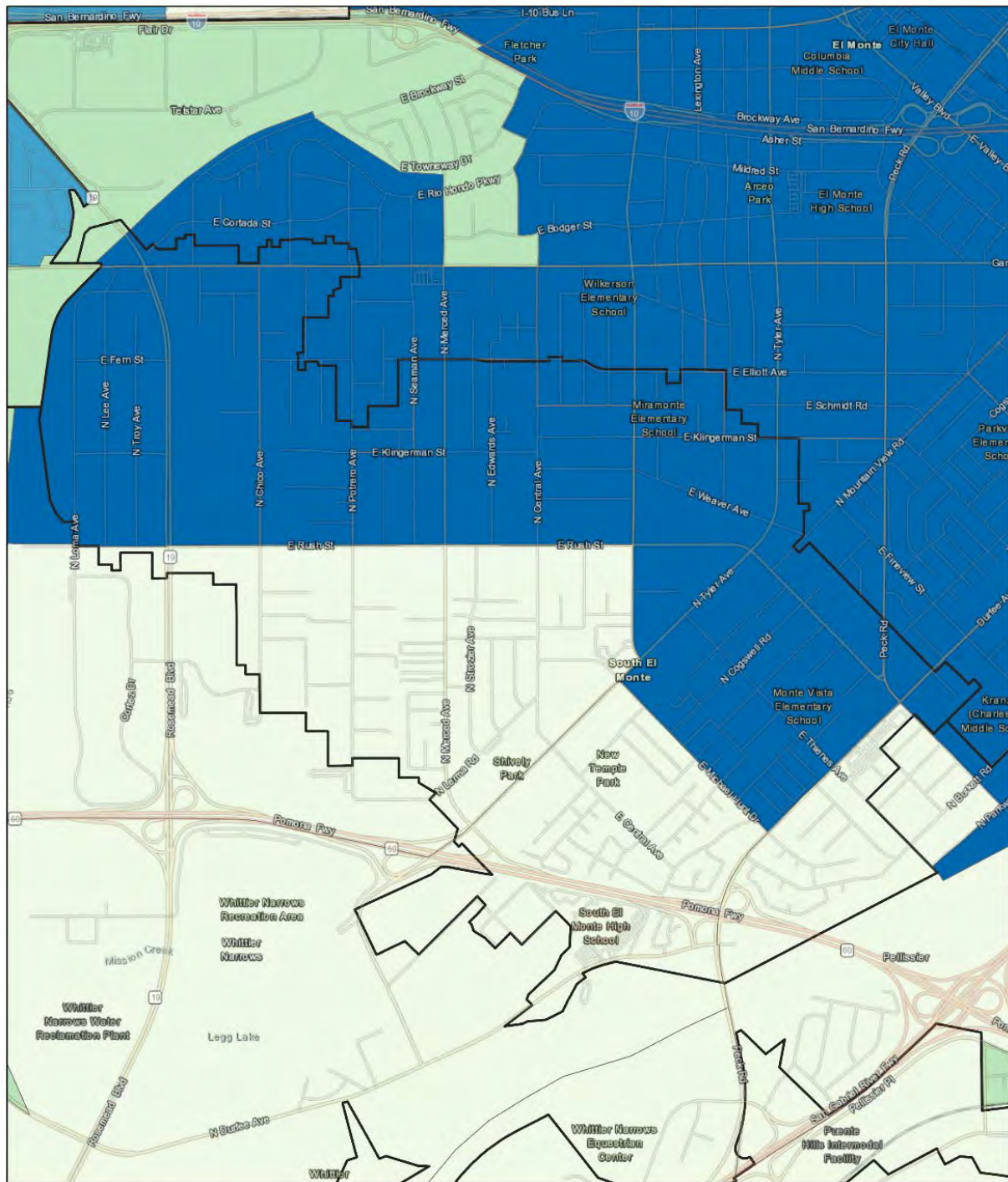
Residential crowding is used to reflect demographic and socioeconomic conditions. Immigrant communities, low-income families, and renter-occupied households are more likely to experience overcrowding.⁹ Overcrowding is defined as the percent of households with more than 1.0 person per room (PPR) and severe overcrowding as the percent of households with more than 1.5 PPR. In the City, the northern and eastern areas show the highest level of overcrowding with more than 20 percent of overcrowded households, see **Figure 25, Overcrowding**, which are also primarily renter occupied. Severe overcrowding varies throughout the City, with 20 to 35 percent of severely overcrowded households located in the northern area of the City, north of Rush Street in between North Potrero Avenue and North Santa Anita Avenue as seen in **Figure 26, Severe Overcrowding**.

Table 2, Overcrowded Units in South El Monte (2018) details the number and severity of overcrowded units throughout the City for owner-occupied versus rental units. More discussion on overcrowding can be found in **Appendix B**.

Table 2. Overcrowded Units in South El Monte (2018)				
Persons/Room	Owner-Occupied		Rental	
1.00 or less	2,185	42.3%	1,985	38.5%
1.01 to 1.50 (overcrowded)	231	4.5%	463	9.0%
1.51 or more (severely overcrowded)	40	0.8%	257	5.0%
Source. 2018 ACS 5-Year Estimates B25014, SCAG 2020.				
Note. This table refers to the percentage of units in this category compared to the total occupied housing units in the City.				

⁹ <https://data.chhs.ca.gov/dataset/housing-crowding>

Figure 25. Overcrowding



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City/Town Boundaries

(R) Overcrowded Households (CHHS) - Tract

≤ 8.2% (Statewide Average)

8.3% - 12%

15.01% - 20%

> 20%

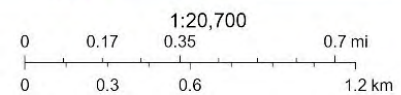
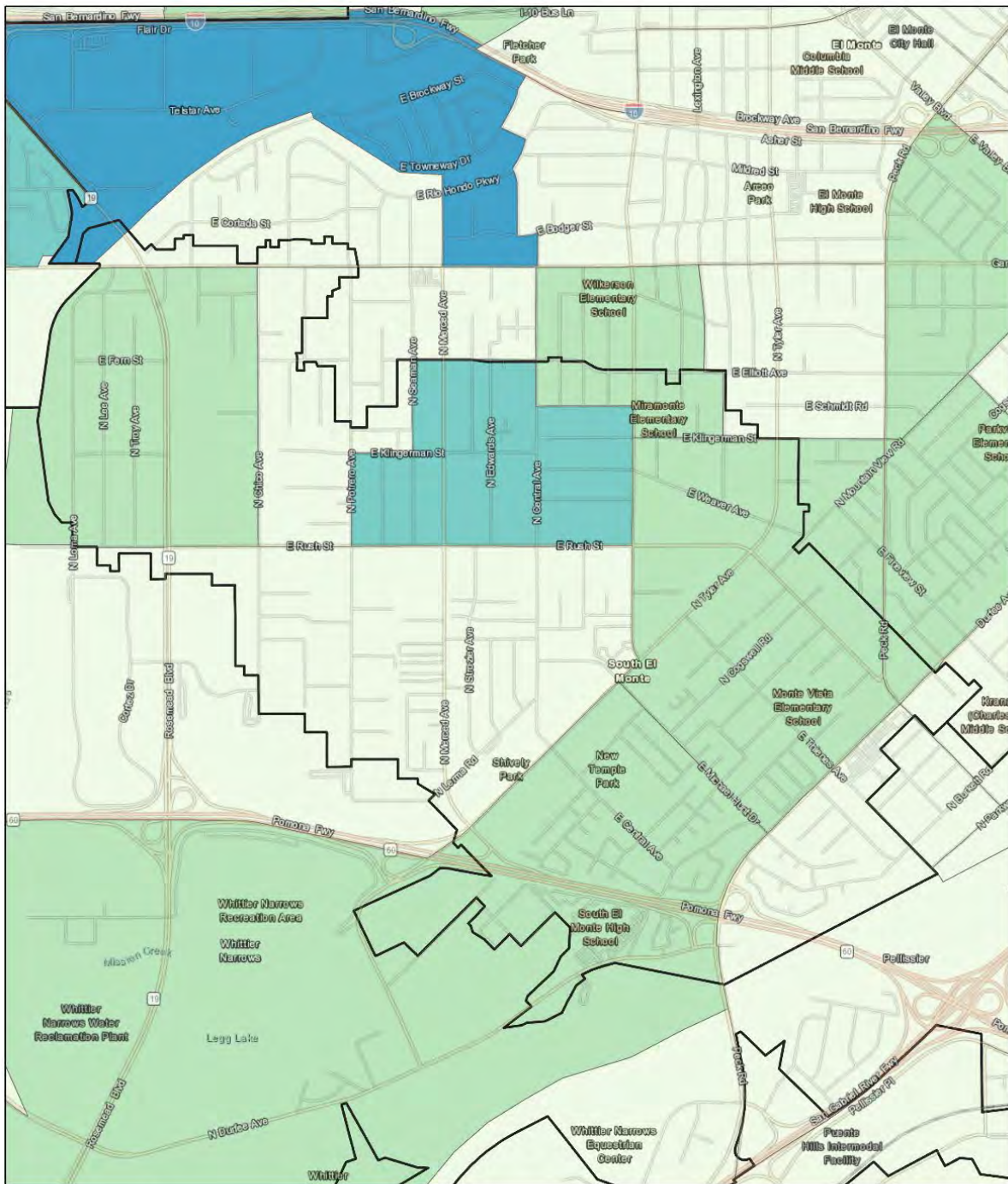


Figure 26. Severe Overcrowding



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City/Town Boundaries

(R) Severely Overcrowded Households (CHHS) - Tract

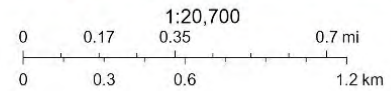
≤ 5%

5% - 20%

20% - 35%

35% - 65%

No Data



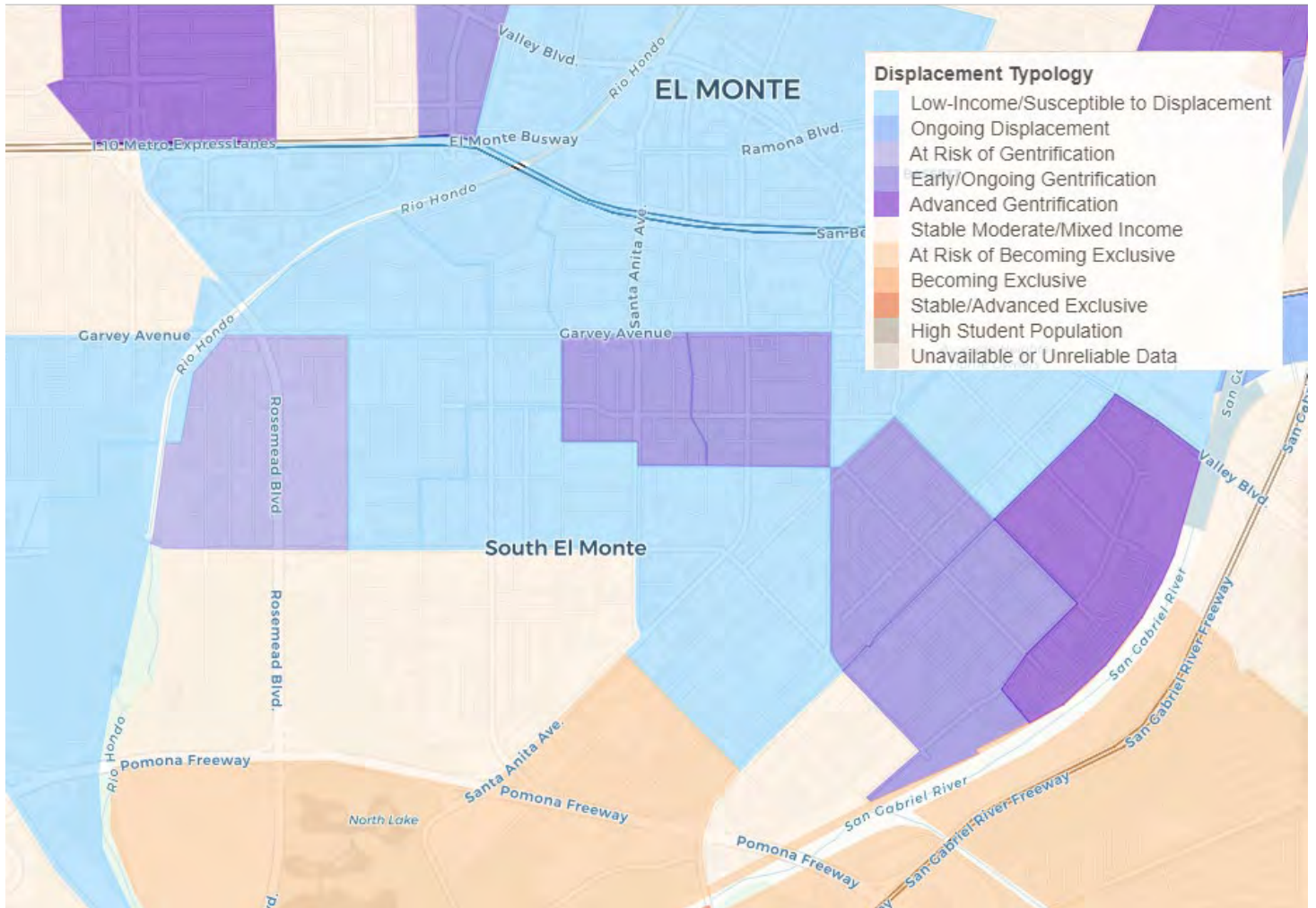
4.6.4 Displacement

Displacement is a phenomenon that occurs for various reasons, including investment, disinvestment, or even disasters. Gentrification, or the influx of capital and higher-income residents into working-class neighborhoods, is often associated with displacement, which occurs when housing costs or neighborhood conditions force people out and drive rents so high that lower-income people are excluded from moving in.

According to the Urban Displacement Project¹⁰, a research collaboration between UC Berkeley and University of California, Los Angeles (UCLA), the City of South El Monte consists of 'Low-Income/Susceptible to Displacement' tracts in the northwest and central areas, one tract 'At Risk of Gentrification' tract along Rosemead Boulevard in the northern portion of the City, 'Early/Ongoing Gentrification' tracts near Santa Anita Avenue and Rush Street, two 'Stable Moderate/Mixed-Income' in the southwest portion of the City, and one 'At Risk of Becoming Exclusive' tract near the Pomona Freeway and south of Santa Anita Avenue, see **Figure 27, Displacement Risk Map**.

¹⁰ Los Angeles, Gentrification and Displacement. *Urban Displacement Project* (UCLA/UC Berkeley), Accessed June 29, 2021, <https://www.urbandisplacement.org/los-angeles/los-angeles-gentrification-and-displacement>.

Figure 27. Displacement Risk Map



The residentially zoned areas within the City (R-1 and R-3) lie primarily within the ‘Stable Moderate/Mixed-Income’ tracts with some portions within the ‘At Risk of Becoming Exclusive’ and ‘Low-Income/Susceptible to Displacement.’ The largest portion of the City, of ‘Low-Income/Susceptible to Displacement’ tracts include manufacturing zones and pockets of the multi-family residential zones (R-3). The criteria for each of the designations is provided in **Figure 28, Displacement Typologies**.

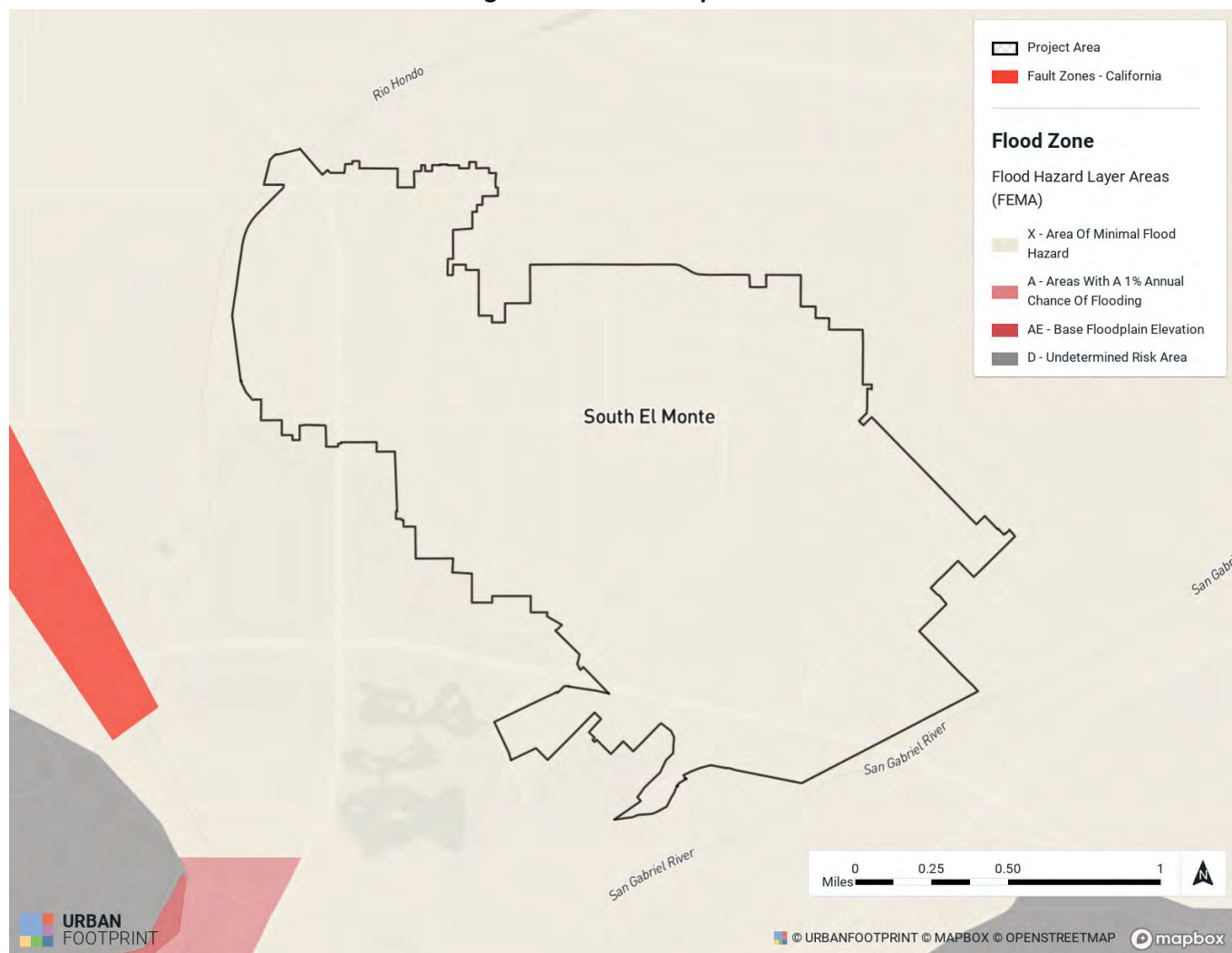
Figure 28. Displacement Typologies

MODIFIED TYPES	CRITERIA
LOW-INCOME/SUSCEPTIBLE TO DISPLACEMENT	Low or mixed low-income tract in 2018
ONGOING DISPLACEMENT OF LOW-INCOME HOUSEHOLDS	- Low or mixed low-income tract in 2018 - Absolute loss of low-income households, 2000-2018
AT RISK OF GENTRIFICATION	- Low-income or mixed low-income tract in 2018 - Housing affordable to low or mixed low-income households in 2018 - Didn't gentrify 1990-2000 OR 2000-2018 - Marginal change in housing costs OR Zillow home or rental value increases in the 90th percentile between 2012-2018 - Local and nearby increases in rent were greater than the regional median between 2012-2018 OR the 2018 rent gap is greater than the regional median rent gap
EARLY/ONGOING GENTRIFICATION	- Low-income or mixed low-income tract in 2018 - Housing affordable to moderate or mixed moderate-income households in 2018 - Increase or rapid increase in housing costs OR above regional median change in Zillow home or rental values between 2012-2018 - Gentrified in 1990-2000 or 2000-2018
ADVANCED GENTRIFICATION	- Moderate, mixed moderate, mixed high, or high-income tract in 2018 - Housing affordable to middle, high, mixed moderate, and mixed high-income households in 2018 - Marginal change, increase, or rapid increase in housing costs - Gentrified in 1990-2000 or 2000-2018
STABLE MODERATE/MIXED INCOME	Moderate, mixed moderate, mixed high, or high-income tract in 2018
AT RISK OF BECOMING EXCLUSIVE	- Moderate, mixed moderate, mixed high, or high-income tract in 2018 - Housing affordable to middle, high, mixed moderate, and mixed high-income households in 2018 - Marginal change or increase in housing costs
BECOMING EXCLUSIVE	- Moderate, mixed moderate, mixed high, or high-income tract in 2018 - Housing affordable to middle, high, mixed moderate, and mixed high-income households in 2018 - Rapid increase in housing costs - Absolute loss of low-income households, 2000-2018 - Declining low-income in-migration rate, 2012-2018 - Median income higher in 2018 than in 2000
STABLE/ADVANCED EXCLUSIVE	- High-income tract in 2000 and 2018 - Affordable to high or mixed high-income households in 2018 - Marginal change, increase, or rapid increase in housing costs

The southeast corner of the City is experiencing gentrification as classified by a rapid increase in the housing market between 2000 and 2017, and have continued to increase, setting new record high median home prices as of May 2021. Ongoing gentrification makes neighborhoods susceptible to displacement, which may further influence segregation within the City.

While disinvestment and investment in communities are more often associated with displacing vulnerable population in a community, hazards such as wildfires, earthquakes and floods can be significant causes of displacement. Disaster-driven displacement exposes lower-income residents to vulnerability as wealthy people seek to relocate to safer locations. **Figure 29, Hazard Map** shows the City does not have any major environmental hazards as it is in an area of minimal flood hazard and there are no fault lines running through the City.

Figure 29. Hazard Map



4.7 Other Relevant Components

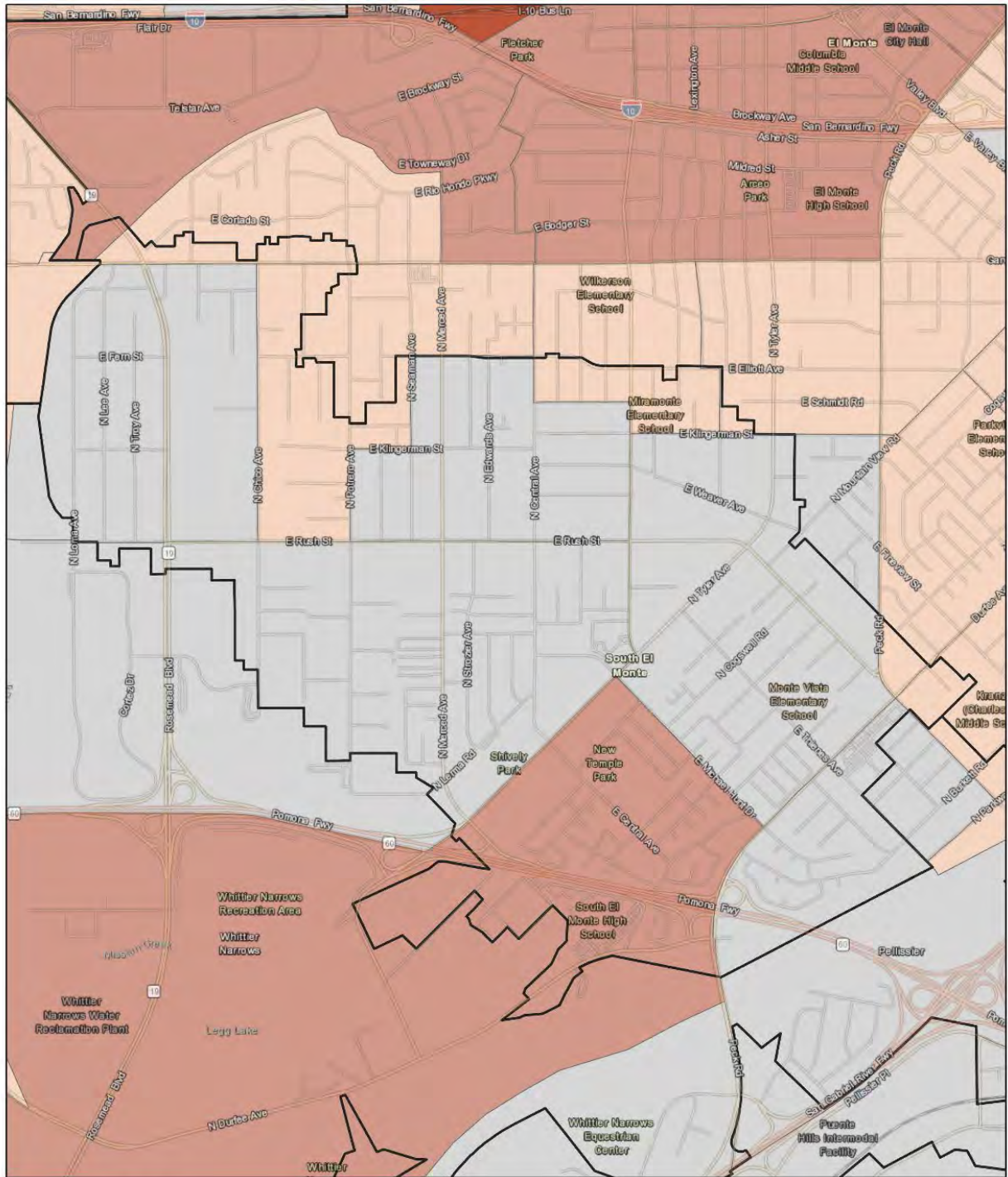
4.7.1 Demographic Trends

In addition to the demographic trends discussed in this Fair Housing Assessment, further demographic trends regarding race, rates of homelessness, age, and population growth can be found in the Needs Assessment in **Appendix B**. Trends regarding construction, rent prices, and sale prices can be found in **Appendix C, Constraints and Zoning Analysis**.

4.7.2 Public Assistance

Public housing and housing choice vouchers are two ways that municipalities or Housing Authorities assist low-income community members with obtaining affordable rents. In the City there are no public housing buildings. There is no data or records of renters who utilize housing choice vouchers in the central part of the City; however, in **Figure 30, Housing Choice**, shows there are two census tracts with housing choice voucher data. In the northern census tract, 0 to 5 percent of renter occupied housing units utilize housing choice vouchers, and in the census tract to the south, 5 to 15 percent of renter-occupied housing units utilize housing choice vouchers. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City has approximately 20 households who currently participate in this program. Program 6 in the Housing Element continues the provision of 20 housing choice vouchers.

Figure 30. Housing Choice Vouchers



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City/Town Boundaries

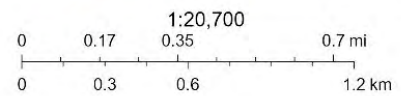
(R) Housing Choice Vouchers - Tract

No Data

> 0 - 5%

> 5% - 15%

> 15% - 30%



5 Sites Inventory Analysis Consistency

State law, Government Code Section 65583.2(a), requires that the sites inventory be analyzed with respect to AFFH to ensure that affordable housing is dispersed equitably throughout the City rather than concentrated in areas of high segregation and poverty or low resource areas that have historically been underserved. The City seeks to AFFH through designation of sites for affordable housing in areas of opportunity, replace segregated living patterns, and transform R/ECAP. Through the various goals, policies, and programs present within the Housing Element, adequate sites should accommodate the RHNA in a manner that affirmatively furthers fair housing.

5.1 Segregation and Integration

5.1.1 Racial Segregation

While past discriminatory policies and redlining practices have segregated the racial composition of the County, at a local level, there are no patterns of racial segregation within the City. The City's predominant population identifies as non-white and Hispanic ethnicity. As such, the Housing Element Sites Inventory places all very low-, low-, moderate-, and above moderate-income units in majority Hispanic neighborhoods.

5.1.2 Income Segregation

The City does not have enough vacant land to accommodate the RHNA, therefore, the sites inventory analysis considered underutilized sites for the majority of identified lower-, moderate-, and above moderate-income sites. Sites were selected based on zoning which allowed for residential development, identified by their improvement-to-land-value ratio, age of buildings, existing use, proximity to resources and existing infrastructure, and other data indicating possible constraints to development feasibility. For the full methodology please see **Appendix E, Sites Analysis and Inventory**. Sites planned for only low residential are located in areas within the less than \$30,000 and less than \$50,000 income brackets. These sites are located along Garvey Avenue and make up a total of 112 low-income realistic units and also accommodate 48 moderate realistic units. While these sites are concentrated in one area of the City, they are adjacent to existing housing, schools, within walking distance to park. The addition of residences in this area creates a natural transition between commercial, residential, and industrial warehouse uses.

Sites planned for a mix of low- and moderate-income units, a total of 64 units, are located in a block group within the less than \$87,000 income bracket. These sites are specifically located along Tyler Avenue, north of Weaver Avenue, in a rezone Area and are considered RHNA's buffer units. Refer to **Appendix E, Section 6 "Rezone Strategies to Ensure Capacity,"** for more information regarding the rezone area.

Lastly, sites identified for only moderate-income units are almost evenly distributed between lower and high-income bracket block groups in the City. Approximately 12 net new units are in an income bracket within the less than \$55,000 income category and 18 net new units are located in a less than \$87,000 income category.

5.1.3 Disability

In the City there is a small population of people with a disability. The sites identified for all income groups are distributed in the City within both the less than 10 percent and 10 to 20 percent population with a disability census tract.

5.1.4 Familial Status

There is a mix of familial structures within the City such as a moderate to high percentage of adults living with a spouse and married couple household with children. The sites identified for all income groups are distributed in the City in areas with mixed familial status.

5.2 R/ECAPs

The Housing Element sites inventory shows a capacity for 115 lower-income units on vacant and underutilized sites. Of these lower-income unit sites none are within a R/ECAP as none exist within the City. Although 38 of those lower-income units are located within an area of High Segregation and Poverty tract, moderate- and above-moderate units are also located in this area. The spread of these sites will improve conditions by offering affordable housing in more locations across the city and promoting mixed-income neighborhoods.

5.3 Disparities in Access to Opportunity

As detailed in **Section 4.5** of this analysis, all of the census tracts in the City are considered low resource or to be in an area of high segregation and poverty per TCAC's scoring. Therefore, any site identified within City boundaries would be considered to exacerbate conditions of concentrated housing in low resource areas based on TCAC's scoring. However, lower-income sites are located in high-quality transit areas and are well-served by local and major transit lines; therefore, City residents benefit from having access to regional transportation which enhances mobility for residents to areas with higher access to opportunity. In addition, although all of the sites are considered to be low resource, the potential redevelopment of these areas near existing housing, schools, transit, and parks, in conjunction with the City's strategies to increase access to opportunities for residents, incentivize high-quality redevelopment projects for all income levels in the City, and improve the safety and environmental health of neighborhoods through implementation of the Housing Element and Public Health, Safety, and Environmental Justice Element's programs, are creating an opportunity to improve overall conditions in the City.

5.4 Disproportionate Housing Needs, including Displacement Risk

The majority sites are located in areas with a mix of low and high percent of severely overcrowded and overcrowded households. The sites located on Garvey Avenue also include areas with 20 to 60 percent of overpayment by homeowners at the census tract level. These sites are also located in 60 to greater than 80 percent of renter households who are overpaying. The sites along Tyler Avenue, are located in a tract in which more than 80 percent of homeowners are overpaying and 60 to 80 percent of renter are overpaying. Most of the City's renter households are experiencing overpayment while homeowner households experiencing overpayment are distributed throughout the City. The spread of low-income sites throughout the City will improve overpayment and overcrowding conditions as well other disproportionate housing needs including displacement risk.

6 Summary of Fair Housing Issues

Contributing factors to fair housing issues have been past zoning and land use patterns, the high cost of housing and discriminatory lending practices. These fair housing issues have led to potential impediments to fair housing choices. The following is a list of key conclusions and potential impediments that may exist in the City based on the fair housing issues identified in this Assessment of Fair Housing.

- **Demographics.** The racial composition of the City is predominately non-White, and the ethnic composition of the City is 82.3 percent Hispanic. There are no R/ECAPs within the City, however, the high Hispanic population underscores the regional racial/ethnic segregation. Approximately 25 percent of households had incomes in the low-income level and 48 percent of households had incomes in the extremely low- and very low-income level categories.
- **Housing Affordability.** In 2018, Of the renter-occupied households about 61 percent (1,667 households) spent 30 percent or more of their income on rent. There are a large number of residents who are considered to be cost burdened and severely cost burdened.
- **Low Resource.** The City is considered to be in an area with low resources and poor access to opportunity. The City scores the lowest in their access to education and environmental resources.
- **Displacement.** Portions of the City are experiencing ongoing gentrification or are susceptible to displacement.
- **Fair Housing Services.** While the City contracts their fair housing services in accordance with the requirements under HUD, the City will better connect residents to fair housing resources by making resources more accessible to its residents.

Due to the built-out nature of South El Monte and the areas standing as a low resource area, attracting development can be challenging in the current housing market. The State of California and County of Los Angeles primarily provide funding and other support services to promote affordable living through assistance to lower-income households and financial incentives for affordable housing developers. The City is committed to increasing opportunities for development to combat fair housing issues through many of the Housing Element's programs discussed in Section 7 of this assessment. Further analysis of fair housing issues will be laid out within the Identification and Prioritization of Contributing Factors section.

7 Contributing Factors to Fair Housing Issues and Strategies for Affirmatively Furthering Fair Housing

This section will further analyze the contributing factors to outreach, segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs and the strategies employed by the Housing Element for Affirmatively Furthering Fair Housing based on the identified and prioritized contributing factors. The associated program/action types to overcome the identified issues and their corresponding metrics and milestones that aim to affirmatively further fair housing in the City are further detailed in **Exhibit A, Fair Housing Contributing Factors and Program/Actions Matrix**.

7.1 Identification and Prioritization of Contributing Factors

Those factors that have most greatly contributed to the aforementioned fair housing issues are detailed below. The City's priorities for addressing impediments to fair housing are identified as follows:

1. Affordable housing development in response to the lack of affordable housing – further detailed in Section 7.1.1
2. Increased access to housing support services in response to the lack of regional resources – further detailed in Section 7.1.2
3. Increased opportunities for development in response to the lack of available vacant land – further detailed in Section 7.1.3

Further, while community opposition to affordable housing and housing discrimination are not significant contributors to fair housing issues in South El Monte, the City has committed to programs to continue to ensure that these do not become significant contributors and identified in Section 7.1.4 and 7.1.5.

7.1.1 Lack of Affordable Housing and Lack of Public or Private Investment in Areas of Opportunity

Affordable housing developers rely on tax credits to make their developments financially feasible. To be competitively rewarded credits, the developers must identify areas of opportunity as it relates to access to resources. Because the City is entirely identified as a low resource community, tax credit funding scores for the area remain low, when compared to high resource areas. Further, due to the City's built-out nature, affordable housing developers must seek out development opportunities that can exist through the redevelopment of sites.

To make redevelopment feasible for affordable housing developments and development in general the City will provide an incentive for the consolidation of lots as identified in **Program 8** of the Housing Element and will rezone sites as identified in **Program 1** to increase development opportunities for extremely low, lower, and moderate income housing. Additional programs of the Housing Element that will assist with the facilitation of development for affordable housing and housing for those with special include Programs **3, 4, 16, 17, 21, 22, 23, 26, and 28** of the Housing Element will make it easier for affordable housing developers to navigate the complex regulatory environment, will remove constraints to development, and will increase opportunities for housing to meet the needs of those with special needs. Some of these programs are also designed to increase opportunities within City boundaries. Additionally, **Program 2** commits the City to continue reviewing the Commercial-Residential (C-R) Zone and encourage transition of underutilized commercial and industrial properties that are a result of previous "over-zoning" which resulted in extensive amounts of strip development. This program can be further facilitated by **Program 8** which incentivizes lot consolidation, further incentivizing redevelopment that will result in a more desirable mix of uses to serve the needs of the surrounding residents. **Program 7** demonstrates the City's commitment to implementation of their Plan to Prevent and Combat Homelessness increasing opportunities to connect the unsheltered to housing and support services. Programs related to continued participation in Countywide assistance such as programs, **6, 9, 10 and 11**, will assist the facilitation of affordable housing development and continue to support the City's most vulnerable populations. The City is increasing opportunities for upward mobility or "access to opportunity" by facilitating the production of affordable housing, connecting residents to financial resources, and support homeownership opportunities to increase the financial security of its current and future residents.

7.1.2 Lack of Regional Resources

The City continues to participate in State and County affordable housing programs. However, there are not enough resources to mitigate all of the issues in the City as shown by the persisting need for affordable housing support. The City is committed to maintaining enrollment and participation in the State and County programs through programs in the Housing Element, including **6, 9, 10, and 11**.

7.1.3 Land Use and Zoning Laws

The City is largely single-family residential which is a low-density housing typology. Due to its built-out nature, there are no identified large, vacant areas of opportunity for increased density, which would make it easier for developers to provide affordable units. To remedy this situation, increase areas zoned for high-density residential and mixed-uses, and facilitate a more streamlined context for affordable housing developers, the City will implement Programs **1, 2, 8, and 20** of the Housing Element.

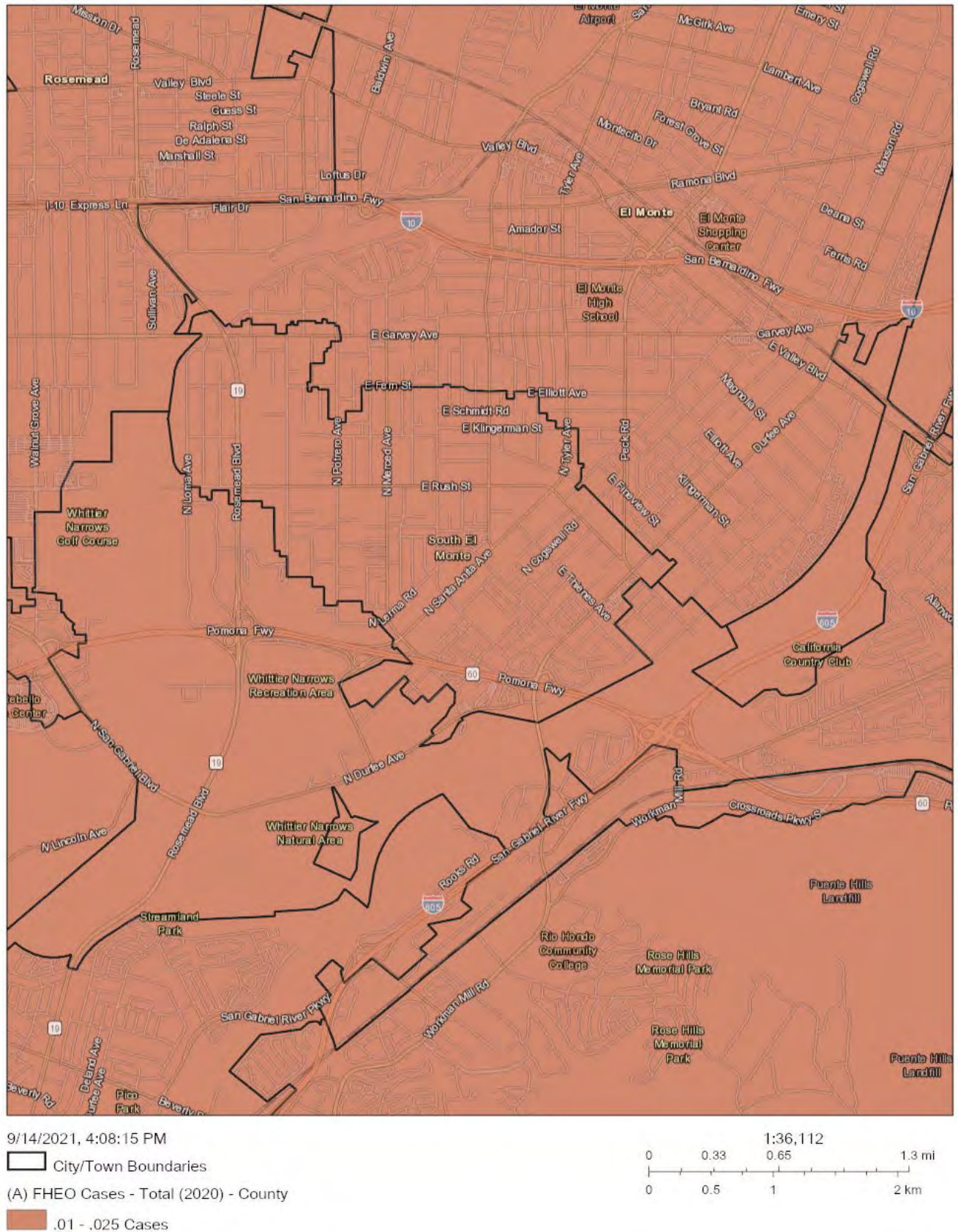
7.1.4 Community Opposition to Affordable Housing

The City has not experienced formidable opposition to the development of affordable housing in its neighborhoods. Community activists may resist placement of affordable housing in environmentally unsafe or polluted areas of the City; however, it is understood that the community is in need of more affordable housing types and solutions. During the 5th Cycle Housing Element Update, Program 6 was adopted and funded through a county tax initiative which was approved by a citizen vote, showing community support for affordable housing issues such as homelessness. **Programs 1, 16, and 17** of the 6th Cycle Housing Element will ensure the best interest of the community when developing more affordable housing and provide more transparency and collaboration throughout the development process.

7.1.5 Housing Discrimination

Discriminatory housing policy and practices of landlords can be a major threat to individuals or families seeking permanent housing; especially those with special needs or accommodations. **Figure 31, Total Discrimination Cases (2020)** shows that the City experienced a low to moderate total of housing discrimination complaints consistently throughout the City. The City continues to contract fair-housing services through HRC, and **Program 14** of the Housing Element will support fair housing practices and **Program 3** commits the City to removing constraints to development to better facilitate the development of housing for all, including those with special needs and extremely low-income households.

Figure 31. Total Discrimination Cases (2020)



7.2 Fair Housing Enforcement and Outreach Capacity

The City recognizes the importance of educating their residents and developers to reduce housing discrimination in the City. While county and regional fair housing resources are available, the City only currently provides fair housing information and referrals at the public counter in City Hall. Resources and outreach will be made available on the City's website, in addition to the public counter and newsletter, in order to address the lack of local private and public fair housing outreach and enforcement.

7.3 Segregation and Integration

As has been shown in previous sections, 81 percent South El Monte's population identifies as non-White. While there is a lack of diversity within the City to reflect local neighborhood segregation between racial groups, at a regional scale, the City's Hispanic and Asian population is segregated from other races and ethnicities. At a local scale, the City faces segregation between income groups and there are clear areas of high poverty, overcrowding, and substandard housing conditions. Neighborhood segregation and integration can be attributed to uniform types of housing within certain areas. Without varying types of housing including, but not limited to, consistent amounts of affordable housing spread throughout the community, segregation is likely. Segregation can also be caused by historic lending discrimination or private discrimination in the homebuying or rental process.

Strict development standards for ADUs and home additions have created obstacles for homeowners. In recent years, Cities have begun to promote ADUs which can help to improve the variety of housing types in the City and within individual neighborhoods, potentially increasing integration. Another contributing factor to segregation in the City is the lack of zoning for multi-family units. In the City, 62 percent of the residential land uses permitted in the General Plan are designated for low density residential. The Housing Element will implement programs to provide funding to low-income household looking to purchase a home, continue their participation in the Housing Voucher Program, and remove constraints to development, including ADU's, by updating their Zoning Code and General Plan.

7.3.1 Racially or Ethnically Concentrated Areas of Poverty

As has been discussed, there are no R/ECAPs and no areas of concentrated affluence within the City. There is an area identified by TCAC as an area of high segregation and poverty. At the block group level of detail, this area is located north of East Rush Street to Garvey Avenue, and in between North Chico Avenue to the west and North Potrero Avenue to the east. According to ACS, 2015-2019 data, the median income is \$29,500. A contributing factor to this area of concentrated poverty are the surrounding industrial/warehouse land uses. Proximity to industrial uses is typically associated with high exposure to pollutants and other environmental hazards. Low-income populations will often live in these areas as they are more affordable. The distribution of affordable housing in certain areas can work to address the concentration of poverty. Homeownership is also a major way to acquire wealth, so by improving rates of homeownership, concentrations of poverty would likely decline over time to a degree. The City participates in the Los Angeles County Community Development's program which provides financial assistance for affordable rental housing development. The City will advertise the availability of this additional funding source to support the development of rental housing. The Housing Element's Sites Inventory also considered the location of potential housing near high resource areas.

7.3.2 Disparities in Access to Opportunity

As was seen above, access to opportunity for many different topics related to quality of life were low. Many of these topics, like access to education, a healthy environment, and opportunity for economic development compounded in the high segregation and high poverty area of the community in the northeastern area. This shows lack of public and private investment in these areas when compared at a regional level in which many of the areas with higher median income have more access to the areas of opportunity previously discussed.

Programs identified in the Housing Element will increase opportunities for a variety of housing types to meet the comprehensive housing needs of the City. Local resources for food, employment, transportation, health, childcare and housing assistance, aim to bridge a gap between access to housing and services. Programs in the Housing Element will help create a high quality of life for working families.

7.3.3 Disparities in Access to Opportunity for Persons with Disabilities

Due to certain zoning code restrictions, supportive housing for persons with disabilities has not always been readily available. Restrictions have been present that limit where supportive or residential care housing can be built. Additionally, existing multifamily housing is present that does not meet the needs of recent fair housing acts. Lending discrimination or private discrimination may also occur toward persons with disabilities.

Improving access to opportunity for persons with disabilities can be addressed through the City's programs within the Housing Element and zoning code updates that facilitate the development of group care facilities and supportive housing to be developed in more locations. The City's Housing Element will include a program to revise the zoning code to allow for special needs housing by-right in residential zones and continue to encourage equal access to housing and services to meet the needs of persons with disabilities.

7.3.4 Disproportionate Housing Needs and Displacement Risk

As was detailed in previous sections, the City's residents are at a high risk of displacement. Renter and homeowner cost burden are both prevalent across the City increasing their susceptibility to displacement. Overcrowding and substandard housing is especially an issue in the City. Programs within the Housing Element aim to address these multiple housing needs and risks. Programs will focus on promoting and creating affordable housing, which will help to reduce the rates of overcrowded housing. In addition, programs will offer owner-occupied rehabilitation assistance to lower- and moderate-income households, as well as Code Enforcement assistance in promoting property maintenance for the elimination of blighted conditions and compliance with the City's Zoning code requirements.

Code enforcement programs should assist property owners in addressing building and zoning violations, but in addition, the Housing Element's program includes a comprehensive survey of housing conditions to better inform future housing condition improvement strategies such as place-based strategies. Investing in neighborhoods while preventing displacement will not only maintain and preserve existing affordable housing but also help to reduce the number of households living in substandard housing conditions.

Exhibit A: Fair Housing Contributing Factors and Program/Actions Matrix

Fair Housing Identified Issues	Contributing Factor(s)	Program/Action Type	Metrics/Milestones
Fair Housing Outreach Capacity	Housing Discrimination - The City experienced a low to moderate total of housing discrimination complaints in previous cycles consistently throughout the City. However, discriminatory housing can be a major threat to individuals or families seeking permanent housing; especially those with special needs or accommodations and the City recognizes the importance of educating residents and developers to reduce housing discrimination in the City. Lack of Dissemination of Local Resources for Fair Housing Outreach – While County and other regional fair housing resources are available, the City mainly provides fair housing information and referrals at the public counter in City Hall.	The City recognizes the importance of educating their residents and developers to reduce housing discrimination in the City. Resources and outreach will be made available on the City’s website, in addition to the public counter and newsletter, in order to address a lack of fair housing outreach and enforcement. The following provide a brief summary of programs/action types and relevant metrics/milestones that aim to address Fair Housing Outreach Capacity. <i>Refer to the Housing Element Programs for full program details, actions and metrics/milestones.</i>	
		Action Type: Protecting Existing Residents from Displacement; Other Program 14: Continue to contract fair-housing services through HRC and participate in the Regional Analysis of Impediments to Fair Housing Choice. Develop a process that prompts the consideration of fair housing in the decision process. This will involve a requirement to have a statement of fair housing consideration on all staff reports for Planning Commission or some similar method.	Program 14 - Fair/Equal Housing Program • Consideration of fair housing in 100% of staff reports to bring discourse surrounding fair housing and equity to the forefront of all housing and community development decisions. • Refer 100% of residents to Housing Rights Center who are in need of housing counseling, discrimination investigation and disability accommodation services, including investigating allegations of housing discrimination and helping victims of discrimination enforce their Fair Housing rights, and/or access to education and outreach programs to learn how they are protected by fair housing laws, how to spot illegal practices, and tenant-landlord rights and obligations. • Ongoing engagement in the Regional Analysis of Impediments to Fair Housing and support the update to the Analysis of Impediments every 3 to 5 years.
		Action Type: New Housing Choices and Affordability in Areas of Opportunity Program 15: Encourage equal access to housing and services to meet the needs of persons with disabilities and those with special needs. The City will provide information about the process on the City’s website and public counters as well as information on local and regional resources for persons with developmental disabilities. The City will coordinate with the San Gabriel/Pomona Regional Center to advertise resources and programs available to residents. Additionally, the City will promote increased accessibility by connecting developers and residents to appropriate fair housing related resources.	Program 15 - Resources for Persons with Physical and Developmental Disabilities • Process 100% of reasonable accommodation requests received to increase Fair Housing services and accessible housing opportunities. • Increase opportunities for in-unit accessibility by connecting developers and residents to accessibility resources. • Increase number of accessible housing units for those with a disability through promotion of accessibility resources on design features that are accessible and safe to all people regardless of age, size, ability, or disability.
		Action Type: Protecting Existing Residents from Displacement; Other Program 16: Increase developer coordination and outreach to ensure the development community is aware of fair housing requirements to prevent displacement and discrimination by enforcement of relevant regulations.	Program 16 - Developer Coordination and Information Program • The City will work with the development community to enforce replacement requirements for 100% of applicable projects to ensure tenant’s rights are protected and accommodate the housing needs of lower-income households.
		Action Type: Protecting Existing Residents from Displacement; New Housing Choices and Affordability in Areas of Opportunity Program 17: The City will work with the public, developers, relevant agencies, and organizations to foster citywide discussions on housing supply, affordability, and Fair Housing. The City will develop a webpage that details information related to the City’s housing supply, housing need, where opportunities exist, links to Fair Housing resources, as well as other relevant information.	Program 17 - Housing Education Campaign • Foster citywide discussions on housing supply, affordability, and Fair Housing practices to raise developer and community awareness on housing needs and available resources by developing a webpage with information related to Fair Housing resources within 2 years of Housing Element adoption.

Fair Housing Identified Issues	Contributing Factor(s)	Program/Action Type	Metrics/Milestones
Disparities in Access to Opportunities; RECAPs, and Integration/Segregation	Lack of Public or Private Investment in Areas of Opportunity; Lack of Regional Resources Land Use and Zoning Laws – historical land use and zoning patterns.	The following provide a brief summary of programs/action types and relevant metrics/milestones that aim to address Disparities in Access to Opportunities; RECAPs, and Integration/Segregation. <i>Refer to the Housing Element Programs for full program details, actions and metrics/milestones.</i>	
		Action Type: New Housing Choices and Affordability in Areas of Opportunity; Mobility Strategies [Housing/Employment] Program 2: The City will welcome and consider developer recommendations to revise the development standards of the C-R Zone to encourage the maximum allowable densities along with a variety of housing types and assist the development of housing affordable to extremely low-, very low-, and low-income households. The City will also identify additional areas of the City to apply the Mixed-Use/C-R designation and zone and will pursue rezoning, where appropriate.	Program 2 – Implementation of Mixed Use (CR) Zone The City will prioritize 80% of rezones in areas with access to amenities as identified by the City, such as transportation, recreation, services, education, and other needs to promote housing supply, choices and affordability in areas with higher access to resources and opportunities.
		Action Type: Mobility Strategies [Housing/Employment] Program 6: The City will continue to support housing opportunities for extremely low-income and low-income households through the Housing Choice Voucher Program, a federally funded rental program that assists very low-income families, elderly, and disabled households.	Program 6 – Housing Choice Voucher Program Support the provision of 20 vouchers annually and connect eligible residents to Housing Choice Vouchers opportunities to increase their chance for housing mobility.
		Action Type: Mobility Strategies [Housing/Employment]; New Housing Choices and Affordability Program 9: Through the program administered by the Los Angeles County Community Development Commission (CDC), financial assistance is provided to developments located in cities participating in the Urban County Program, which includes South El Monte. Financial assistance is provided through the provision of "gap" financing in the form of both short- and long-term loans for construction and permanent financing.	Program 9 – Countywide Affordable Rental Housing Development Program - Advertise availability of this additional source of funds to the development community to support in the development of rental housing. Program availability will be advertised at the public counter, on the City's website, and through the City's newsletter. - Increase coordination and collaboration with the CDC to promote South El Monte as a City that supports affordable housing development and as an ideal candidate for the allocation of funding for affordable housing to increase overall new housing choices and affordability in the City.
		Action Type: Mobility Strategies [Housing/Employment]; New Housing Choices and Affordability in Areas of Opportunity Program 10: The Countywide Affordable Homeownership Program provides funding to low-income households looking to purchase a home through down payment and closing costs assistance. Where appropriate, this program will be used in conjunction with the County's Housing Bond and Mortgage Credit Certificate Programs, which further assist lower-income households in attaining homeownership providing housing mobility strategies and opportunities for affordable housing choices near resources.	Program 10 – Countywide Affordable Homeownership Program Inform community members of affordable homeownership opportunities through the County programs, raising community awareness of creative ownership models and opportunities by 20%.
		Action Type: New Housing Choices and Affordability Program 11: The City will leverage home ownership assistance for lower-income households through the Mortgage Credit Certificate (MCC) County Program to promote new housing choices and affordability.	Program 11 – First-Time Homebuyer Programs - Offer to host annual lender training sessions. - Develop information outreach material and promote information on the City's website to increase first-time homebuyer opportunities.

Fair Housing Identified Issues	Contributing Factor(s)	Program/Action Type	Metrics/Milestones
		Action Type: Place-based Strategies; New Housing Choices and Affordability Program 14: The City recognizes the effect that discriminatory practices have in limiting housing choice and equal opportunity in renting, selling, and financing housing. Therefore, the City will develop a process that prompts the consideration of fair housing in the decision process, including a targeted focus in areas of lower opportunity and concentrated poverty. The City will also promote housing supply, choices and affordability in areas of higher opportunities by permitting SROs in additional areas of the City.	Program 14 - Fair/Equal Housing Program - Create 3X more opportunities for the development of SROs by amending the Zoning Code to permit SROs in the C (Commercial) zone. This will triple the amount of land in acres that will permit SROs in the City, increasing the opportunities for the development of new housing choices and affordability. - Implement a procedure that prompts fair housing administration for 100% of housing and community development decisions. This includes the equitable allocation of resources through incorporation of a process that requires public consideration of fair housing in City decisions, catalyzing leadership and decision makers to incorporate fair housing in a transparent manner when they are making community-wide decisions.
Disparities in Access to Opportunities for Persons with Disabilities or Those with Special Needs	Lack of affordable, accessible housing in range of unit sizes Regulatory barriers to providing housing and supportive services for persons with disabilities	The following provide a brief summary of programs/action types and relevant metrics/milestones that aim to address Disparities in Access to Opportunities for Persons with Disabilities. <i>Refer to the Housing Element Programs for full program details, actions and metrics/milestones.</i>	
		Action Type: Mobility Strategies [Housing/Employment]; New Housing Choices and Affordability in Areas of Opportunity Program 3: The City will proactively encourage and facilitate the development of affordable housing for lower-income households, particularly those with special housing needs and households with disabilities, including developmental disabilities. The City will do so by undertaking focused updates of the zoning ordinance to remove governmental and non-governmental constraints on the development of housing.	Program 3 – Zoning Ordinance Amendments to Remove Constraints - Zoning Code revisions to clarify the permitting and siting of group care facilities for 7 or more persons consistent with fair housing requirements. - Zoning Code revisions to clarify the permitting and siting of group care facilities. - Amend the Zoning Code regarding Senior Housing development. - Amend the Zoning Code to update the definition of “family” to ensure the definition does not impose any limitations on the number of people that may constitute a family in compliance with state fair housing laws.
		Action Type: Mobility Strategies [Housing/Employment] Program 6: The City will continue to support housing opportunities for extremely low-income and low-income households through the Housing Choice Voucher Program, a federally funded rental program that assists very low-income families, elderly, and households with disabilities.	Program 6 – Housing Choice Voucher Program Support the provision of 20 vouchers annually and connect eligible residents to Housing Choice Vouchers opportunities to increase their opportunities for access to accessible housing.
		Action Type: Protecting Existing Residents; New Housing Choices and Opportunities for Access to Services Program 7: The City recognizes that people with disabilities are often overrepresented in the unhoused population and will proactively implement the actions and programs of their Plan to Prevent and Combat Homelessness to move forward to address the needs of its residents’ experiencing homelessness for affordable housing and support services.	Program 7 – Support for Those Experiencing Homelessness - Quarterly meetings with partner agencies. - Implement Plan to Prevent and Combat Homelessness - Increase outreach through engagement activities to better understand the barriers and needs to address homelessness.
		Action Type: Mobility Strategies [Housing/Employment]; Protecting Existing Residents from Displacement Program 14: The City recognizes the effect that discriminatory practices have in limiting housing choice and equal opportunity in renting, selling, and financing housing for those with disabilities. Therefore, the City will develop a process that prompts the consideration of fair housing in the decision process, including a targeted focus in areas of lower opportunity and concentrated poverty. The City will also promote housing supply, choices and affordability in areas of higher opportunities by permitting SROs in additional areas of the City.	Program 14 – Refer 100% of residents to the Housing Rights Center who are in need of housing counseling, discrimination investigation and disability accommodation services, including investigating allegations of housing discrimination and helping victims of discrimination enforce their Fair Housing rights, and/or access to education and outreach programs to learn how they are protected by fair housing laws, how to spot illegal practices, and tenant-landlord rights and obligations.

Fair Housing Identified Issues	Contributing Factor(s)	Program/Action Type	Metrics/Milestones
		Action Type: Place-based Strategies to Encourage Community Conservation and Revitalization; New Housing Choices and Affordability in Areas of Opportunity Program 15: The City will continue to encourage equal access to housing and services to meet the needs of persons with physical and/or developmental disabilities and provide information related to the process for the modification of development standards in cases of demonstrable hardships. Additionally, the City will promote increased accessibility by connecting developers and residents to resources on design features that are accessible and safe to all people regardless of age, size, ability, or disability. The accessible design features can be integrated into existing affordable housing or in the development of new affordable housing that can accommodate those with special needs or disabilities.	Program 15 – Resources for People with Physical and Developmental Disabilities - Process 100% of reasonable accommodation requests received in accordance with the administrative process to increase Fair Housing services and accessible housing opportunities. - Develop and promote affirmative marketing material to connect developers and residents to accessibility resources and promote the webpage through media channels.
		Action Type: New Housing Choices and Affordability in Areas of Opportunity Program 21: The City will provide incentives for affordable housing development in the form of regulatory, financial, or technical assistance, conduct outreach, and complete zoning code amendments to proactively encourage and facilitate the development of affordable housing for lower-income households, particularly those with special housing needs and those with disabilities.	Program 21 – Assist in Development of Housing - Provide financial or regulatory incentives to developers, such as reductions in site development standards, to remove barriers to the development of housing. - Provide for the reduction, waiver, or deferral of impact fees for affordable housing to remove barriers to development and promote housing supply, choices and affordability. - Bi-annually conduct outreach to affordable housing developers through methods such as public-private partnerships that assist applicants with state and federal grant applications. - Zoning Code amendments to remove regulatory or land use barriers to providing housing and supportive services for persons with disabilities.
Disproportionate Housing Needs and Displacement Risk	Lack of Affordable Units in a Range of Sizes – overcrowding, and substandard housing conditions. Land Use and Zoning Laws – lack of vacant land.	The following provide a brief summary of programs/action types and relevant metrics/milestones that aim to address Disproportionate Housing Needs and Displacement Risk. <i>Refer to the Housing Element Programs for full program details, actions and metrics/milestones.</i>	
		Action Type: New Housing Choices and Affordability in Areas of Opportunity; Mobility Strategies [Housing/Employment] Program 1: To increase opportunities for the development of multifamily housing affordable to lower-income, the City will go above and beyond the RHNA obligation and rezone additional buffer sites from Manufacturing (M) to Commercial Residential (C-R) that are located near existing schools, between existing residential neighborhoods, and are adjacent to a High-Quality Transit Area which further provides access to regional resources and opportunities.	Program 1 – Adequate Sites Rezone 3 acres of sites to create the opportunity for 64 lower- and moderate-income units near existing educational, community and transit resources.
		Action Type: New Housing Choices and Affordability in Areas of Opportunity Program 5: Incentivize and promote the creation of ADUs that can be offered at an affordable rent for very low, low, or moderate-income households to increase opportunities for new affordable units in a range of sizes in areas of opportunity.	Program 5 – Accessory Dwelling Unit Program - Increase ADU production by an average of 10% in the planning period compared to the yearly average in the previous planning period. - Incentivize the production of 43 ADUs affordable to lower-income households during the planning period.

Fair Housing Identified Issues	Contributing Factor(s)	Program/Action Type	Metrics/Milestones
		Action Type: Protecting Existing Residents from Displacement Program 7: The City will proactively implement the actions and programs of their Plan to Prevent and Combat Homelessness to address the affordable housing and support services needs of its residents’ experiencing homelessness.	Program 7 – Support for Those Experiencing Homelessness - Increase outreach and engagement activities to better understand the barriers and needs to address homelessness and continue seeking additional funding sources for new affordable and supportive housing options. - Ongoing quarterly communications with partner agencies and organizations
		Action Type: Mobility Strategies [Housing/Employment]; New Housing Choices and Affordability in Areas of Opportunity Program 8: The City will incentivize lot consolidation for developments with units affordable to lower-income households to facilitate the development of affordable housing for lower-income households.	Program 8 – Lot Consolidation Program - Develop and provide an incentive through an expedited development permit review process, or concessions and incentives beyond density bonus law to facilitate two lot consolidations per year. - Technical assistance and digital inventory of sites identified as appropriate to accommodate housing to provide developers with guidance on the availability of sites and development opportunities.
		Action Type: Protecting Existing Residents from Displacement; New Housing Choices and Affordability in Areas of Opportunity Program 16: Increase developer coordination and outreach to ensure the development community is aware of fair housing requirements to prevent displacement and discrimination by enforcement of relevant regulations and provide technical assistance to facilitate opportunities for the development of new housing choices and affordability.	Program 16 – Developer Coordination and Information Program - Provide technical assistance through education to inform developers as to how density bonus regulations could be used to facilitate the development of affordable housing and of opportunities for SRO developments and second units. - The City will work with the development community to enforce replacement requirements for 100% of applicable projects to protect tenants from displacement risk and accommodate the housing needs of lower-income households.
		Action Type: Place-based Strategies to Encourage Community Conservation and Revitalization; Protecting Existing Residents from Displacement Program 18: The City offers rehabilitation assistance to lower- and moderate-income households. Specifically, the City provides eligible and qualified borrowers with 30-year, deferred-payment loans through an Owner-Occupied Rehabilitation (OOR) program.	Program 18 – Homeowner Assistance Program Serve a total of 20-40 units for home repairs through the OOR Rehabilitation Program with the goal of improving the quality of life for low-income residents, including people with disabilities and older adults.
		Action Type: Protecting Existing Residents from Displacement Program 20: The City will enforce replacement requirements to prevent displacement and discrimination of lower-income households.	Program 20- Replacement Housing Program Enforce replacement requirements in accordance with Government Code Section 66300 for 100% of all applicable projects.

Appendix E: Sites Analysis and Inventory

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1 Introduction

As provided under California State law (Government Code Sections 65583 [a][3]), the Housing Element must include an inventory of land suitable for residential development, including vacant sites that can be developed for housing within the planning period, and non-vacant sites having realistic and demonstrated potential for redevelopment during the planning period to meet the local housing need at all income levels. As further detailed in the Regional Housing Needs Allocation (RHNA) discussion below, every local jurisdiction is assigned a number of housing units representing its share of the State's housing needs for an eight-year period. The City of South El Monte's (City) housing need for the 6th Cycle (planning period [2021–2029]) consists of 577 total units, including housing at all income levels.

This appendix (sites analysis and inventory) of the Housing Element contains the analysis and an inventory of sites within the City limits that are suitable for residential development during the planning period. It should be noted that State law requires a land inventory that relies largely on vacant sites, and if a City is relying on non-vacant sites, findings based on substantial evidence must be provided to demonstrate that the existing use does not constitute an impediment to additional residential development. However, the City is built out, meaning that vacant sites are nearly nonexistent (further discussed in **Section 3.1, Process Overview**). The one vacant site that is suitable for residential development has been included in **Section 5.2, Vacant Site**. As such, with a complete shortage of vacant land in the City, the City must largely rely on non-vacant sites, and an alternative to rely on vacant land simply does not exist. Furthermore, the lack of supply in vacant land currently available in the City is not something that the City can directly control. The City can only incentivize and promote redevelopment within the City, which is the intent of several programs in the Housing Element, including **Programs 1, 2, 3, and 8**, that aim to go above and beyond the California Department of Housing and Community Development's (HCD) suggested buffer of sites by increasing and providing additional opportunities for residential redevelopment in the City. While State law (Government Code Section 65583.2) presumes existing uses to be an impediment to additional residential development, market interest in redevelopment was evident during the 5th Cycle planning period as residential redevelopment of underutilized sites did occur, despite the lack of vacant land. In addition, all five residential projects in the pipeline, including a total of 395 units (further described in **Section 4, Planned, Approved, and Prospective Projects**), provides evidence that the market's interest in redevelopment projects on non-vacant sites in the City will continue into the 6th Cycle.

To further facilitate the redevelopment of non-vacant sites for housing and create feasible opportunities for the development of affordable housing in the City, the City undertook a series of General Plan Amendments and corresponding zone changes during the 5th Cycle planning period. All of these land use designation changes involved a rezoning of properties from their previous industrial and commercial uses to commercial-residential (C-R) uses. Furthermore, with the booming housing market in California, the median home price of the Los Angeles metropolitan region rose to \$731,000 as of July 2021, giving developers a large financial incentive to pursue redevelopment opportunities on non-vacant sites in the City.

As presented in this analysis, the City has an adequate supply of land to accommodate the City's housing allocation of 195 lower-income units (including very-low and low-income) and 312 above-moderate income units. However, to guarantee the City can accommodate the allocation of 70 moderate-income units, and to guarantee the City has sufficient capacity throughout the planning period and provide a generous buffer for additional lower- and moderate-income sites that exceeds the City's allocation, the

City has identified policies and programs in the Housing Element to rezone portions of the Manufacturing zone. The rezoned parcels will allow for mixed-use projects, including exclusively residential uses, to further facilitate the development of housing affordable to lower-income (including extremely low-income) households and moderate-income households.

This sites analysis describes the City's housing target for the 6th Cycle planning period (6th Cycle), known as the RHNA. It then provides an overview of the residential projects in the pipeline with approved or pending residential units that are anticipated in the planning period, including anticipated affordability for the units in each project. It also includes an analysis of vacant and underutilized sites where housing is currently an allowed use, including the methodology by which realistic development capacity was determined, followed by an analysis of underutilized sites to be included in the policies and programs the City has identified in the Housing Element and the approach used for the identification of sites selected for rezoning.

2 Regional Housing Needs Allocation

Pursuant to State law, each jurisdiction in the State has a responsibility to accommodate a share of the projected housing needs in its region. The process and methodology of allocating regional housing needs to individual cities and counties is conducted through an assessment of the region's housing need and the unit count allocated to cities and counties results in the RHNA. The RHNA is mandated by State housing law as part of the periodic process of updating local Housing Elements of General Plans, and the total number of units for each region is provided by HCD. The RHNA quantifies the need for housing within each jurisdiction during specified planning periods.

As part of the assessment and allocation process, each Councils of Governments must develop a methodology that determines each jurisdiction's RHNA allocation as a share of the regional determination of existing and projected housing need provided by HCD. Each jurisdiction's RHNA is broken down by income category, ensuring that all economic groups are accommodated. The methodology generally distributes more housing, particularly lower-income housing, near jobs, transit, and resources linked to long-term improvements of life outcomes, and must further state objectives, including affirmatively furthering fair housing.

The City's share of regional housing need was determined by a methodology prepared by the Southern California Association of Governments (SCAG) as part of its Final Regional Housing Needs Assessment Allocation Plan adopted in March 2021 and updated June 2021. In accordance with the Final RHNA Allocation Plan, the City must plan to accommodate 577 total housing units for the RHNA projection period beginning June 30, 2021, and ending October 15, 2029. This is equal to a yearly average of approximately 71 housing units. The 577 total units are split into four RHNA income categories (very low, low, moderate, and above moderate). **Table 1, City of South El Monte RHNA 2021–2029**, provides the City's RHNA by income category. Of the 577 total units, the City must plan to accommodate 131 units for very-low-income households, 64 units for low-income households, 70 units for moderate-income households, and 312 units for above moderate-income households.

Table 1. City of South El Monte RHNA 2021–2029		
Income Category	Units	Percent of Total
Very Low-Income	131	22.7%
Low-Income	64	11.1%
Moderate-Income	70	12.1%
Above Moderate-Income	312	54.0%
Total	577	100%

As shown in **Table 1**, the City must accommodate 577 total housing units between 2021 and 2029. To ensure that adequate capacity is maintained in the City throughout the 6th Cycle, additional capacity above and beyond the RHNA assigned to the City has been identified. In accordance with State requirements, the City will monitor the housing capacity identified in the Adequate Sites Inventory throughout the planning period to maintain sufficient capacity for the remaining RHNA at all income levels.

3 Vacant and Underutilized Sites Methodology and Assumptions

State law requires each jurisdiction to include a land inventory to identify specific sites that are suitable for residential development and demonstrate that sufficient land is zoned to provide housing capacity that is adequate to meet the RHNA for each income level. This section of the sites analysis describes the methodology used to calculate the housing capacity on all vacant and non-vacant developable land within the City limits that is zoned to allow for housing and available to develop within the Housing Element planning period.

3.1 Process Overview

As part of the sites analysis, the City and consulting team had to identify specific sites that are suitable for residential development to determine whether there are sufficient sites to accommodate the City's regional housing need in total and by income category. This analysis helped the City determine the programs that the City will adopt to make sites available with appropriate zoning, development standards, and infrastructure capacity to accommodate the new construction needed during the 6th Cycle (see complete Infrastructure Capacity discussion in **Appendix C, Constraints and Zoning Analysis**).

The sites analysis was completed using Geographic Information Systems (GIS) mapping software using multiple data sets to identify potentially available housing sites, largely depending on SCAG's annual land use parcel-level dataset (ALU v.2019.2) available from SCAG's open GIS data portal last update in June 2021. SCAG's land use dataset provides extensive parcel-level data, including existing land uses mainly based on 2019 tax assessor records.¹ The City is nearly completely built-out, meaning that vacant sites are nearly nonexistent, which was verified using the tax assessor land use codes. As such, local governments with limited vacant land resources may rely on non-vacant and underutilized residential

¹ Source of 2019 existing land use: SCAG_REF – SCAG's regional geospatial datasets; ASSESSOR – Assessor's 2019 tax roll records; CPAD – California Protected Areas Database (version 2020a; accessed September 2020); CSCD – California School Campus Database (version 2018; accessed September 2020); FMMP – Farmland Mapping and Monitoring Program's Important Farmland GIS data (accessed September 2020); MIRTA – U.S. Department of Defense's Military Installations, Ranges, and Training Areas GIS data (accessed September 2020).

sites to accommodate their RHNA. Although, HCD's Housing Element Site Inventory Guidebook (Government Code Section 65583.2) states that a "nonvacant site's existing use is presumed to impede additional residential development," the City's opportunities for residential development must mainly depend on underutilized sites due to the lack of vacant lands. Development of underutilized sites can be seen through recent development trends and current projects in the pipeline for redevelopment of underutilized sites being developed at a higher density or with greater intensity. Therefore, this sites analysis largely depends on those underutilized sites within City limits that were zoned to allow for residential development identified by their improvement-to-land-value ratio, age of buildings, existing use, proximity to resources and existing infrastructure, and other data indicating possible constraints to development feasibility. The vast majority of sites identified as underutilized are underutilized surface parking lots or automotive repair shops with large surface car lots. See **Section 5.3, Underutilized Sites**, for an additional description of existing uses and methodology details related to site selection of underutilized sites. None of the underutilized sites are known to have been occupied in the past 5 years with housing occupied by lower-income residents. In addition, online mapping tools, including Google Earth and Google maps, as well as City knowledge of the current projects in the pipeline and development interest in certain areas of the City, were used to verify vacant and underutilized status and existing uses.

All parcels included in the sites inventory were reviewed for any known environmental constraints, and the sites included in the inventory have all been designated for residential development and are not constrained by known site-specific constraints that would limit development. Parcels that were identified as having absolute constraints,² such as major drainage issues, were removed from the inventory, including a large open space parcel on the southern border of the City that has a flow easement and should not have overnight uses.

Land suitable for residential development must be appropriate and available for residential use in the planning period. As such, the sites were also reviewed according to their development standards and regulations, as well as recently approved or built residential projects in the same zones where housing is an allowed use. Sites that require rezoning were also included in the sites analysis, based on the housing program included in the Housing Element requiring rezoning of the areas identified, discussed in detail below.

3.2 Density and Affordability Assumptions

Government Code Section 65583.2(c) requires, as part of the analysis of available sites, a local government to demonstrate that the projected residential development capacity of the sites identified in the Housing Element can realistically be achieved. This realistic capacity may use established minimum densities to calculate the housing unit capacity. As a conservative estimate of capacity calculations, the sites analysis estimated realistic capacity as shown in **Table 2, Density Assumptions by Zone**, based on a minimum density of 20 dwelling units per acre, regardless of adjacent zones, from the City's C-R zone for sites identified to accommodate the City's lower-income RHNA. This does not limit the ability of a project to be built at the higher densities allowed under either the zoning or the General Plan, and several development projects recently constructed or under construction, as included in the pipeline of residential projects, have been developed at densities at, or near, the maximum permitted density in the corresponding zone. Furthermore, with limited vacant land available in the City, it is

² Per Connect SoCal's Sustainable Communities Strategy Technical Report's (adopted 3, 2020) areas identified to avoid placement of future growth, including absolute constraints such as preserved land where growth has been reduced and redirected, as well as variable constraints where growth could be avoided if possible.

expected that property owners will strive for densities closer to the maximums. Sites identified to accommodate the City’s moderate-income RHNA have been calculated assuming a conservative 80 percent of the maximum permitted density for parcels identified in the Multiple Residential (R-3) zone or using the minimum density for parcels identified in the C-R zone. Sites identified to accommodate the City’s above moderate-income RHNA have been calculated based on their presumed or approved densities, as detailed in the overview of residential development in the pipeline (see **Section 4, Planned, Approved, and Prospective Projects**).

Table 2. Density Assumptions by Zone		
Land Use Category	Maximum Density (units per acre)	Realistic Density (units per acre)
Single-Family Residential Zone (R-1)	Up to 8 units per acre	—
Multiple Residential Zone R-2 ¹	12 units per acre	—
Multiple Residential Zone R-3	Up to 16 units per acre	13
Commercial-Residential (Mixed-Use) Zone (C-R)	35 to 100 units per acre ²	20
Source: City of South El Monte 2021 1. No parcels in the City are currently designated as R-2. 2. Up to 35 dwelling units per acre when abutting a single-family residence; up to 87 dwelling units per acre when abutting a multi-family zone; up to 100 dwelling units per acre when not abutting any residential zone.		

3.2.1 Lower-Income Sites

In accordance with Housing Element law (Government Code Section 65583.2(c)(3)), the City’s default density for accommodating capacity for lower-income units (131 very-low-income units and 64 low-income units) requires zoning that permits a minimum of 20 dwelling units per acre because it is a jurisdiction with a population of fewer than 25,000 people. Further, it is detailed under State guidance that sites that are too small or too large may not facilitate developments of this income level, so sites, which may include two or more smaller parcels anticipated to be consolidated into a site, have been limited to those between 0.5 and 10 acres. The City has one zone that permits densities of 30 dwelling units per acre or greater, the C-R zone. Underutilized sites in the C-R zone were generally included in the inventory as lower-income sites.

It should be noted that six of the 17 sites included in the sites inventory as identified in **Section 5, Existing Capacity**, are made up of two or more parcels which are individually less than 0.5 acres in size but are anticipated to be consolidated into a site greater than 0.5 acres. Sites expected to be consolidated are clearly denoted by a letter following their site number in subsequent tables. Sites smaller than a 0.5 acre in size are deemed inadequate to accommodate housing for lower-income housing unless evidence or recent trends can prove otherwise. In the case of South El Monte, the average parcel size is 0.37 acre, far below the 0.5 acre minimum, and only 16% of the City’s total parcels are greater than 0.5 acres. Therefore, if the sites inventory were to exclude all parcels smaller than 0.5 acres, without considering the possibility of consolidating smaller parcels into one site, the sites inventory would be excluding 84% of the City’s total parcels from the sites inventory. In addition, of the large parcels that exist in the City, many are public facilities which do not permit residential uses. These large public facilities include the Municipal Athletic Federation Sports Field with a flow easement that prevents overnight uses, and several public schools which are a resource to the community and cannot reasonably be assumed to be redeveloped into housing.

Despite the majority of the City's parcels being smaller than 0.5 acres, five projects in the residential pipeline (four of which include lower- or moderate-income units) are located on project sites including two or more consolidated parcels. These projects are expected to be completed within the planning period, and they are similar to the sites including two or more parcels identified in this sites inventory (see **Section 4, Planned, Approved, and Prospective Projects** for complete details). In addition, the City successfully completed a number of projects for a variety of housing types, including affordable, senior and Missing Middle³ units, during the previous 4th and 5th Cycle planning periods including:

- **South El Monte Villas.** The project consisted of 2.5 acres and involved the development of 30 small lot detached homes, including six homes for lower-income households. The development also included a tot-lot children's corner and picnic area for the new neighborhood. This project was completed in 2018.
- **Lerma Road & Merced Avenue.** This project is located along Lerma Avenue and involved the construction of 13 new single-family homes on approximately 1.3 acres. To assist in providing for affordable housing, the City designated one of these homes for a low/moderate-income buyer, and the remaining 12 units are market-rate. This project was completed in 2006.
- **Baldwin Park Homes Development.** The project is a 116-townhome residential development within a 6.02-acre site located on the north side of Durfee Avenue between the SR-60 Durfee Avenue off-ramp and the El Monte High School. This project involved the redevelopment of an underutilized commercial property with a large surface parking lot and was completed in 2014.
- **Mixed-Use Development.** This project is located on Peck Road and Michael Hunt Drive. Phase I featured the construction of 10 market-rate single family detached homes. Phase II included the development of 21,000 square feet of retail space and a three-story 60-unit senior housing development on approximately 1.16 acres. This project was completed in 2009.

Had developers not had the opportunity to consolidate parcels, the projects may not have been feasible on small, individual lots due to the limited number of large parcels in the City. These recent trends and pipeline projects support the reasonable expectation that market interest supporting lot consolidations and/or small lot development will continue to occur throughout the planning period. To further incentive lot consolidation, the City has committed to incentivizing lot consolidations through implementation of **Program 8, Lot Consolidation Program**, in the Housing Element.

3.2.2 Moderate-Income Sites

Medium-density, multi-family zoned sites were inventoried at the moderate-income level. These sites were included in the R-3 zone. In addition, select sites in the C-R zone that required a lot split or were abutting R-3 parcels were identified as having the capacity to accommodate moderate-income sites.

3.2.3 Above Moderate-Income Sites

Sites with luxury units or above moderate-income units as planned for the residential development in the pipeline were identified as having the capacity to accommodate above moderate-income sites.

³ "Missing Middle Housing" refers to building types, such as duplexes, fourplexes, cottage courts, and courtyard buildings, providing diverse housing options and supporting locally serving retail and public transportation options. They are called "Missing" because they have typically been illegal to build since the mid-1940s and "Middle" because they sit in the middle of a spectrum between detached single-family homes and mid-rise to high-rise apartment buildings, in terms of form and scale, as well as number of units and affordability.

3.3 Sites Identified in Previous Housing Elements

Per the statute (Government Code Section 65583.2[c]), a non-vacant parcel identified in a previous planning period and a vacant parcel that has been included in two or more previous consecutive planning periods cannot be used to accommodate the lower-income RHNA unless the parcel is subject to a program in the Housing Element to allow residential use by right for housing developments in which at least 20 percent of the units are affordable to lower-income households. The City has identified one vacant site on Garvey Avenue that was previously identified. However, the site was only previously identified in the 5th Cycle Housing Element and not the 4th Cycle. As such, it is not subject to the program requirements.

4 Planned, Approved, and Prospective Projects

Several development projects in the pipeline are seeking entitlements or actively pursuing construction, or have prospective development expected to be built within the planning period. As previously mentioned in **Section 1, Introduction**, all five of the pipeline projects are residential redevelopment projects occurring on non-vacant parcels. In addition, three of the five projects are in the City's Commercial-Residential (C-R) zone. **Table 3, Summary of Pipeline Residential Development**, summarizes the current inventory of five residential projects included in the land inventory with active entitlements or under review, or with prospective development, and expected to be built within the planning period (see individual project breakdown in **Table 4**). As of June 2021, there were an estimated 395 housing units in the pipeline that are counted toward meeting the 6th Cycle RHNA. There are a number of other projects in the City with residential units, such as single-unit developments, that have not been included in this analysis but are expected to be completed during the planning period. One such project is a large redevelopment project located at 2650 Rosemead Boulevard. The 10-acre, mixed-use project is expected to redevelop several nonvacant parcels into one site which will include 172 multifamily residential units and a supermarket. The project has not been included in this analysis or credited towards the RHNA but is expected to be completed in the planning period. As such, the City will report the units at their corresponding income levels through the Housing Element Annual Progress Report once the project is approved.

Table 3. Summary of Pipeline Residential Development				
Project	Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units	Total Units
Total Pipeline Residential Development Credited Toward RHNA	26	20	349	395
Source: City of South El Monte				

There are 26 units in the pipeline that will provide affordable housing for lower-income households and 20 units that will provide housing affordable for moderate-income households. These lower- and moderate-income units are expected to be built in four mixed-income housing projects. The remaining 349 units in the pipeline are expected to be above-moderate income units.

4.1 Horizons Townhomes

During the 5th Cycle planning period, the City completed a rezone and General Plan Amendment on a portion of Santa Anita Avenue adopting the Santa Anita Mixed-Use Overlay zone (Santa Anita Overlay) (Ordinance No. 1161). The Santa Anita Overlay permits residential development and mixed-use projects as infill development within the overlay zone. The overlay area is centrally located between many of the City's existing residential neighborhoods, and many of the existing commercial and manufacturing uses located along both sides of Santa Anita Avenue are vacant or underutilized providing numerous opportunities for redevelopment of these non-vacant sites into residential uses. One of the first large residential developments within the Santa Anita corridor overlay is The Horizons Townhomes, which is zoned Commercial-Residential (C-R) and designated as Mixed-Use. The project's redevelopment site was previously various underutilized industrial parcels, including a mobile offices rental business and a large surface lot that was used to store mobile trailers outdoors. The project consists of 77 townhome units, including 12 low-income units, on 3.54 acres with a density of approximately 22 dwelling units per acre. The development also included energy-efficient features, such as solar and natural gas, and numerous community amenities such as spacious outdoor areas and play areas. 1 building permit for an above-moderate was noted on the City's 2019 Annual Progress Report (APR), and 36 building permits for above-moderate units were noted on the City's 2020 APR. As such, these have been subtracted from the total 77 units. Leaving 40 units (12 lower-income and 28 above-moderate income units) to be credited towards the 6th Cycle planning period. As shown in **Table 4**, 12 lower-income residential units and 28 above moderate-income units are expected to be credited towards the 6th Cycle RHNA

4.2 2727 Rosemead Boulevard

The 2727 Rosemead Boulevard development project is located adjacent to Rosemead Boulevard in a high-quality transit area⁴ on approximately 1.7 acres. The project's redevelopment site was previously the site of an underutilized surface lot that was used for large vehicle storage and a junk yard. The site includes concrete paving in the southern and eastern portions and gravel paving throughout the remainder of the site with a small, dilapidated six-foot by six-foot guard shack located at the southeast property boundary. The project is located across the street from sites 1A, 2B and 3, as identified in **Table 10**, Underutilized Sites in the Commercial-Residential (C-R) Zone. All three of the neighboring sites have similar uses, including a used car lot, surface parking lot and storage lot for a car towing company.

Several of the project's parcels were utilized for automobile-oriented uses, including as storage of vehicles or an impound yard, for the better part of 70 years. Since the year 2000, all six parcels had been utilized as an impound or storage yard until the property was sold in 2019. However, per the project's Initial Study and Mitigated Negative Declaration adopted by Planning Commission on January 18, 2022 (Resolution No. 20-13), there will not be a significant effect on the environment caused by the project because revisions in the project have been made by or agreed to by the project proponent. In addition, the incremental effects of the proposed project related to hazards and hazardous materials, if any, are anticipated to be minimal, and the proposed project would not result in cumulatively considerable impacts to or from hazards or hazardous materials.

The six parcels that will be included in the project, Assessor Parcel Numbers (APNs) 5281-002-005, -006, -009, -010, -011, -018, were previously in the City's Commercial Manufacturing (C-M) zone, but were

⁴ High-Quality Transit Areas (HQTAs) is an area within one half-mile of a well-served transit stop or a transit corridor with 15-minute or less service frequency during peak commute hours. Updated as of September 28, 2015 by Southern California Association of Governments.

recently rezoned in February 2022 to Commercial-Residential (C-R) (Ordinance Number 1255) and to a Mixed-Use General Plan designation (General Plan Amendment Number 21-18) to allow mixed-use under a General Plan Amendment and zone change. The mixed-use project, currently under California Environmental Quality Act review (Resolution No. 20-09), consists of ground floor commercial retail uses and 73 units, including 6 lower-income units (4 low-income and 2 very low-income units) and 67 market-rate units at a density of approximately 42 dwelling units per acre, as included in **Table 4**. The project will utilize incentives allowed under Chapter 17.83, Density Bonus Procedures, of the City's Municipal Code, for the production of housing for very-low income and lower-income households in accordance with Government Code Sections 65915—65918 with the intent to facilitate the development of affordable housing in the City.

4.3 2610–2634 Chico Avenue and 2607–2637 Humbert Avenue

The project was originally heard by the Planning Commission in March 2020 for review of a Conditional Use Permit to allow for the construction of 72 residential condominiums, a subdivision to allow for the creation of 72 air parcels and one common lot, and a General Plan Amendment and zone change to change the land use designation of four lots from Industrial to Medium Density Residential, and from Manufacturing to Multi-Family Residential (R-3) zone. The project site was previously a mix of several parcels with large, underutilized concrete lots, industrial warehouses, and one lot with multifamily dwelling units and residential tenants. The project was continued to the May 19, 2020 Planning Commission meeting in order for the applicant to work with the existing tenants residing at 2621 Humbert Avenue to allow for a mutually beneficial relocation program. The Planning Commission found that the steps taken by the applicant to address the existing tenant's concerns were sufficient, and the City Council's final approval of the General Plan Amendment and zone change were subsequently adopted (Ordinance No. 1247).

The 72 residential units will include 8 lower-income units and 64 above moderate-income units. The project will be located on 4.3 acres with a density of approximately 17 dwelling units per acre. The City's 2019 APR listed 3 above-moderate permits issued for the development. As such, the 3 units have been subtracted from the total 72 units, and the remaining units, 61 above-moderate units and 8 lower-income units, have been included in **Table 4**.

4.4 3035 North Adelia Avenue

This development project is currently going through entitlements and will consist of the development of six two-story apartment units with attached garages. The project is adjacent to site 11F as identified in **Table 7** (a two-parcel site identified on the east side of Adelia Avenue, further detailed in **Section 5.2**), and across the street from site 7 as identified in **Table 10** (a site identified on the south side of Garvey Avenue, further detailed in **Section 5.3**). The project will involve the redevelopment of an underutilized concrete lot. The project is proposed on two parcels to be consolidated located in the Commercial-Residential (C-R) zone and Mixed-Use General Plan designation totaling 0.28 acres with a density of approximately 21 dwelling units per acre. The six units have been included in the above moderate-income units in **Table 4**.

4.5 2540 Rosemead Boulevard

The large 13.5-acre site was previously the location of the Starlite Drive-in/Swap Meet, which closed in early 2020. All three parcels of the site were purchased by a large homebuilder in early 2021 based on the County of Los Angeles Recorder's Office records and is currently under California Environmental Quality Act review. The site is in a high-quality transit area and currently zoned Commercial

Manufacturing (C-M) and has an Industrial land use designation. However, the project is currently undergoing entitlements, including a General Plan Amendment and zone change to change the land use designation to Specific Plan, and City staff expects that the site is expected to be developed into 207 units, with an assumed 10 percent of units (21 units) affordable to moderate-income households, equating to an overall density of approximately 15 dwelling units per acre.

4.6 Summary of Residential Projects in Pipeline

In total, 395 units are part of planned and approved projects, or prospective development expected to be built within the planning period, that are counted toward meeting the RHNA. Based on affordability restrictions, the projects are anticipated to provide 26 lower-income units, 20 moderate-income units, and 349 above moderate-income units. The projects summarized above are listed in **Table 4, Pipeline Residential Development Credited Towards 6th Cycle RHNA**.

Table 4. Pipeline Residential Development Credited Towards 6th Cycle RHNA				
Project	Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units	Total Units Credited Toward 6 th Cycle RHNA
Horizons Townhomes	12	—	28	40 ¹
2727 Rosemead Boulevard	6	—	67	73
2610–2634 Chico Avenue and 2607–2637 Humbert Avenue	8	—	61	69 ²
3035 North Adelia Avenue	—	—	6	6
2540 Rosemead Boulevard	—	20	187	207
TOTALS	26	20	349	395
Source: City of South El Monte				
1. The total units in the Horizons Townhomes development is 77 units; however, 37 units have been subtracted from the total as they have previously been included in the City's 2019 (1 unit) and 2020 (36 units) APR's building permit records.				
2. The total units in this development will include 72 units; however, 3 units were not included in the total as they have previously been included in the City's 2019 APR's building permit records.				

RHNA = Regional Housing Needs Allocation; AM = above moderate; LI = lower income

5 Existing Capacity

5.1 Accessory Dwelling Unit Projection

The Housing Element may satisfy its RHNA requirement through methods alternative to the identification of sites. One such methodology is through an analysis of the expected number of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) to be developed within the planning period. The number of ADUs and JADUs that can be credited toward potential development must be based on the following factors:

- ADU and JADU development trends since January 2018.
- Community need and demand for ADUs and JADUs.
- Resources and incentives available to encourage their development.
- The availability of ADUs and JADUs for occupancy.
- The anticipated affordability of ADUs and JADUs.

Recent changes to legislation governing the development and provision of ADUs and JADUs have sparked growth in these units in cities across California, including South El Monte. Because the City is entirely built out and urbanized, ADU and JADU production is an ideal strategy for producing needed housing while capitalizing on existing infrastructure, such as water and sewer. Additionally, this is often a strategy that is more easily accepted by stakeholders who may be resistant to change because these units provide a form of “unseen” density that is palatable to many.

Although between 2014 and 2017 only 13 ADUs were permitted in the City, between 2018 and 2020, 21 ADUs were permitted in the City. **Table 5, ADU and JADU Development Trends**, details recent ADU and JADU development in the City.

Table 5. Accessory Dwelling Unit and Junior Accessory Dwelling Unit Development Trends	
Year	Permitted Units
2014	4
2015	2
2016	6
2017	1
2018	6
2019	6
2020	9
Source: HCD Housing Element Implementation and APR Data Dashboard, 2021	

Because ADU and JADU legislation has been revised several times since 2017, providing increased opportunities for the development of housing, it is expected that development trends will continue upward. To account for this increased potential, this sites analysis used the trends in ADU construction since January 2018 to estimate new production, which average 7 ADUs per year. However, this only accounts for the effect of new laws without local incentives, such as the ADU program identified as part of the Housing Element. Based on the local incentives and ADU and JADU trends since January 2018, a conservative estimate of the number of units to be produced under this approach is 8 units each year during the planning period (2021–2029), for a total of 64 units.

In addition to calculating the expected number of ADUs and JADUs to be developed within the planning period, the sites analysis must calculate the anticipated affordability of ADUs and JADUs to determine

which RHNA income categories they should be counted toward. To facilitate the ADU affordability assumptions for jurisdictions, SCAG conducted the SCAG Regional Accessory Dwelling Unit Affordability Analysis.⁵ As part of the analysis, SCAG conducted a survey of rents of 150 existing ADUs from April through June 2020. Efforts were made to reflect the geographic distribution, size, and other characteristics of ADUs across counties and subregions. For example, Los Angeles County is separated into two categories, Los Angeles County I and Los Angeles County II, to better account for the disparities in housing costs between coastal and inland jurisdictions.

SCAG concluded that 23.5 percent of ADUs were affordable to very-low-income households. Based on these assumptions, of the total 64 ADUs that are projected to be built during the planning period, 15 are estimated to be affordable to very-low-income households, 28 to low-income households, 2 to moderate-income households, and 19 to above moderate-income households. **Table 6, Estimated Affordability of Projected ADUs 2021–2029**, shows the assumptions for ADU affordability based on the SCAG survey for Los Angeles County II.⁶

Table 6. Estimated Affordability of Projected ADUs 2021–2029		
Income Level	Percent of ADUs	Projected Number of ADUs
Very Low Income	23.5%	15
Low Income	44.6%	28
Moderate Income	2.1%	2
Above Moderate Income	29.8%	19
Total	100%	64
Source: SCAG Regional Accessory Dwelling Unit Affordability Analysis, 2020		

ADU = accessory dwelling unit

In coordination with the updated policies and programs in the Housing Element and the City’s ongoing efforts to promote the development of ADUs and JADUs, it is likely that these units will be produced at a much higher rate. The programs of the Housing Element aggressively promote and incentivize the production of ADUs and JADUs.

5.2 Vacant Site

The City consists of approximately 1,800 total acres and is almost entirely built-out, leaving little to no flexibility for the development of housing on vacant sites. Parcel data revealed that nine total parcels in South El Monte are vacant. However, upon closer inspection, the majority of these sites are not available for any type of development. One of the sites is an irregularly shaped parcel wedged between the Rubio Wash and Rosemead Boulevard overpass near Garvey Avenue. Another site is currently the Municipal Athletic Federation Sports Field with a flow easement that prevents overnight uses. A group of parcels classified as vacant by the assessor data were in fact occupied by existing uses that were unlikely to redevelop during the planning period. The two remaining vacant parcels were found to be vacant and suitable for residential development. These two parcels, identified as site 11F in **Table 7**, are adjacent and can reasonably be expected to be consolidated into one site. The site is located at 9647 Garvey Avenue and consists of two parcels (Assessor’s Parcel Number [APN] 8581-015-043 and APN 8581-015-011) for a total of 0.78 acres. As previously mentioned in **Section 4.4**, site 11F is located across the street from the pipeline project located at 3035 North Adelia Avenue which is to be completed in the planning period.

⁵ https://scag.ca.gov/sites/main/files/file-attachments/adu_affordability_analysis_120120v2.pdf?1606868527

⁶ The survey separated Los Angeles County into two categories. Los Angeles County I includes the City of Los Angeles, Las Virgenes-Malibu, South Bay Cities, Westside Cities, and Los Angeles County II includes all other Los Angeles County jurisdictions. The affordability assumptions for the Los Angeles County II are reflected in this sites analysis.

Table 7, Vacant Site, provides a breakdown of the two vacant parcels that make up the 9647 Garvey Avenue site.

Table 7. Vacant Site						
Site Number	Assessor's Parcel Number	Zone	General Plan Designation	Acreage	Maximum Units Permitted	Realistic Capacity
11F	8581-015-043	C-R	Mixed Use	0.64	56 units	13 units
	8581-015-011	C-R	Mixed Use	0.14	12 units	3 units
Total				0.78	68	16

C-R = Commercial-Residential

Table 8, Summary of Vacant Site Capacity, provides a summary of the units by affordability of the vacant site. Because the two parcels meet the default density of 20 dwelling units per acre in the C-R zone and are a combined 0.78 acres, the sites would meet the criteria for lower-income sites. Based on the minimum density permitted in the C-R zone, which was used as the assumption to calculate realistic capacity for lower-income sites, the site has been identified in the sites inventory as having the capacity to accommodate 16 units for the City's lower-income RHNA.

Table 8. Summary of Vacant Site Capacity			
Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units	Total Units
16	0	0	16 units

5.3 Underutilized Sites

Vacant land is nearly non-existent in the City, so determining which non-vacant sites are underutilized and have the strongest potential for redevelopment can help identify ideal areas for accommodating new housing through redevelopment. Although existing uses on non-vacant sites can be considered an impediment to development, underutilized sites are identified through thorough and selective criteria to determine which existing uses are most likely to redevelop when paired with the right zoning designation, regulations, and policies. Based on the criteria used in this analysis and corresponding findings, none of the existing uses are known to be an impediment to additional residential development or redevelopment within the planning period. As part of this identification process, an analysis of underutilized sites was conducted to determine where to prioritize Housing Element programs that aim to increase opportunities for housing development, including a rezone program, as discussed in the next section.

In addition to analyzing the existing uses on each parcel, the methodology for identifying and prioritizing underutilized sites was largely based on the following factors:

- **Building Age** – Buildings built prior to 1975 (most sites identified are more than 50 years old).
- **Under Valued** – An assessed improvement-to-land-value ratio less than 1.
- **Site Size** – Sites greater than 0.5 acres or less than 10 acres. It should be noted that sites may include multiple parcels less than 0.5 acres in size with the potential for lot consolidation resulting in a site greater than 0.5 acres.

- **Existing Use** - Existing use is not considered an impediment to development in conjunction with all, or some, of the factors listed above; No known existing leases or other contracts in perpetuity that would prevent redevelopment of the site for additional residential development.
- **Current Market Conditions** – Clear interest from developers and/or property owners in redevelopment and additional residential development opportunities on nonvacant sites in the City (specific examples provided in **Section 5.3.2**); project comparables being developed on adjacent sites with similar existing uses or conditions (see **Section 4**); and housing market conditions (see **Section 1**).
- **Past and Recent Development Trends** – examples of past redevelopment projects on nonvacant sites (see **Section 3.2.1**); and pipeline projects that involve the redevelopment of nonvacant sites by developers and property owners (refer to all projects included in **Section 4**).

With a clear shortage of vacant land in the City that is suitable for residential development, the City must largely rely on non-vacant sites. However, the factors listed above that were used to identify underutilized sites, current market conditions, and past and recent development trends (which are continuing in the 6th Cycle planning period, as clearly shown through the residential projects in the pipeline) provide clear evidence that relying on underutilized, nonvacant sites for development opportunities due to the lack of vacant land in the City will not act as an impediment to additional residential development during the planning period. Interest from developers and/or property owners is evident and ranges from large-scale redevelopment projects to smaller projects that are building additional units on existing residential properties by constructing new accessory dwelling units. In fact, 156 units were reported or completed on nonvacant sites during the 5th Cycle (this accounts for 116 units from the Baldwin Park Homes Development described in Section 3.2.2, and 40 units credited in past annual progress reports as described in Sections 4.1 and 4.3), and a total of 567 additional, new residential units in the project pipeline, including lower- moderate- and above moderate-income units, are already expected to be completed on nonvacant, underutilized sites within the 6th Cycle. The 567 new units accounts for the 395 units credited towards the RHNA (broken down by project and income level in **Table 4**) and 172 units projected from the project at 2650 Rosemead Boulevard (as explained in Section 4, this project has not been credited towards the RHNA or included in the final sites inventory but is expected to be completed in the planning period. As such, the City will report the units at their corresponding income levels through the Housing Element Annual Progress Report once the project is approved). Therefore, the redevelopment of nonvacant sites alone, resulting in 567 new units during the 6th Cycle, which does not even take into account smaller residential projects on nonvacant sites that are also occurring in the City, is projected to increase the City's overall housing stock by more than 10 percent.

In addition, to even further incentive residential development during the planning period, the City has committed to several robust programs in the Housing Element that aim to facilitate development. Some examples of the programs in the Housing Element that encourage additional residential development include, but are not limited to: **Program 1**, Adequate Sites; **Program 2**, Implementation of Mixed-Use (C-R) Zone; **Program 3**, Zoning Ordinance Amendments to Remove Constraints; **Program 4**, Zoning Updates and General Plan Consistency Program; **Program 5**, Accessory Dwelling Unit Program; **Program 8**, Lot Consolidation Program; and **Program 9**, Countywide Affordable Rental Housing Development Program. Through these programs, the City aims to incentivize residential development by:

- Increasing certainty in the development process.
- Increasing opportunities for residential development through rezoning; revisions to development standards, including height and density maximums.
- Encouraging developer feedback and recommendations and connecting developers with affordable rental housing development programs.
- Removing identified potential zoning code constraints.
- Providing regulatory or other incentives or standards to encourage additional residential development in the City, including incentivizing affordable ADUs and lot consolidation opportunities.

Table 9, Summary of Underutilized Site Capacity, provides a summary of the units by affordability of all underutilized sites identified as part of the sites inventory (see breakdown for individual sites in **Tables 10 and 11**).

Table 9. Summary of Underutilized Site Capacity			
Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units	Total Units
120	61	0	181 units

5.3.1 Underutilized Parcels in the Commercial-Residential (C-R) Zone

With limited vacant land available in the City, it is expected that property owners will strive for densities closer to the maximums and that there will be continued interest from developers in pursuing redevelopment opportunities in the City. However, the sites analysis must determine the projected realistic capacity for development on identified sites using past production redevelopment trends versus anticipated trends. Therefore, the realistic capacity for the underutilized sites was based off the minimum density allowed in the C-R zone, which allows for mixed-use development with a residential component or projects purely composed of multi-family residential development.

Because of the recent higher-density multi-family redevelopment projects occurring within the City's C-R zone, 10 sites within the C-R zone have been identified as being underutilized and having the potential to redevelop residential uses or more-intensive residential uses at densities appropriate to accommodate the regional housing need (by income) within the planning period. The sites consist of multiple contiguous parcels, all of which are along the Garvey Avenue mixed-use corridor. All sites identified on Garvey Avenue are in a high-quality transit area. Although a large portion of the City is zoned for manufacturing, a majority of Garvey Avenue is adjacent to existing residential uses, which would promote furthering fair housing by identifying sites that could integrate with the existing community. Therefore, the sites would have the same access to resources, amenities, and opportunities as the existing residents. When paired with program numbers 2, 3, 4, and 8 of the Housing Element, residential development on these sites will be further incentivized, paving the way for future development. **Figure 1, Overview of Underutilized Sites in the Commercial-Residential (C-R) Zone**, provides a map of identified underutilized sites with their corresponding site number. Sites identified in **Figure 1** that do not have a site number, qualified under the methodology and data used to identify underutilized sites, were not ultimately selected based on their existing use. Some of the sites include multiple adjacent parcels, which are denoted with letters following the site number, as included in **Table 10, Underutilized Sites in the Commercial-Residential (C-R) Zone**. **Table 10** provides a summary of the underutilized sites identified in the C-R zone.

A site-by-site overview for Sites 1 through 10, as included in **Figure 1** and **Table 10**, are provided below. The overview includes each parcel's existing use, acreage, APN, improvement-to-land-value ratio, age of building, and floor-to-area ratio (FAR) if relevant. In addition, the overview includes photos of the parcel(s) in the site, the density range allowed under the existing C-R standards, the realistic capacity, potential under maximum density permitted, and note about adjacent or abutting existing uses. See additional discussion regarding existing uses and redevelopment potential below **Table 10**, and a site-by-site overview on pages 21 through 30 of this analysis.

Table 10. Underutilized Sites in the Commercial-Residential (C-R) Zone						
Site Number	Assessor's Parcel Number	Total Acres	Maximum Units Permitted	Realistic Capacity (units) (based on minimum density)	Affordability Level	Existing Uses
1A	8102032026, 8102032027, 8102032025	1.07	107	21	Moderate	Used Car Dealer with a land improvement ratio of 0.17 and includes a large surface parking lot on northern portion of site (APN 8102-032-026); Xpress Lube and Repair for automobile on a small portion of the site, with an FAR of 0.10 (between APN 8102-032-026 and 8102-032-027). Surface Parking lot without any structure on southern portion of site (APN 8102-032-025). Appears to be used to store older vehicles.
2B	8102032015, 8102032016	0.62	62	13	Low	Tow yard with adjoining surface parking lot on parcel below (APN 8102-032-016) with an FAR of 0.28 for the parcel; Surface Parking Lot – see above (Parcel adjoining APN 8102-032-015).
3	8102032030	0.86	75	17	Low	Commercial building in need of repairs built in 1946, and large surface lot in the back of the building with a total FAR of 0.19 on the parcel.
4C	8581037002, 8581037003, 8581037004	0.72	67	14	Low	Surface parking lot without existing structures; Appears to be used to store cars as part of used car lot on parcel below (8581-037-003). Used car lot with parcels above and below (APN 8581-037-002 and APN 8581-037-004), and a portion of a small, older existing structure with a land improvement value of 0.15 and floor are ratio of 0.055; Used car lot with parcels above and below (APN 8581-037-002 and APN 8581-037-003), and a portion of a small, older existing structure with a land improvement value of 0.013 and floor are ratio of 0.45.
5D	8102031025, 8102031026	0.51	44	10	Moderate	Fast-Food Restaurant (closed and vacant); Drive-Thru Restaurant with parking and two large drive-through automobile lanes.
6	8102031015	1	87	20	Low	Old existing building built in 1949. Mini market and auto wholesaler – lot primarily appears to be used as a car storage lot.
7	8102030008	0.65	87	13	Low	Used car dealers. Very small, existing older structure with a land improvement ration of 0.013 and floor area ratio of 0.0093 – lot primarily appears to be used as a car storage lot.

Table 10. Underutilized Sites in the Commercial-Residential (C-R) Zone						
Site Number	Assessor's Parcel Number	Total Acres	Maximum Units Permitted	Realistic Capacity (units) (based on minimum density)	Affordability Level	Existing Uses
8	8102028005	0.58	87	12	Low	Old, vacant building built in 1969 which appears to be in need of substantial repairs, and a large portion of the lot is concrete with no existing structures and a floor area ratio of 0.14.
9E	8102028008, 8102028009	0.88	87	18	Low	New City Auto and Used Car Parts. Small, older existing structures built in 1942 with a land improvement ratio of 0.032 and a floor area ratio of 0.043; Surface lot used to store used cars and an old, small existing structure built in 1944
10	8581015004	0.63	87	13	Low	Car Dealer with a small existing structure built in 1976 with a floor area ratio of 0.0058 and land improvement ratio of 0.22, and a large portion of the lot appears to be used to store cars.
Total		7.52	790	151	120 Lower-Income Units; 31 Moderate-Income Units	

Garvey Avenue, as shown on **Figure 1**, is nestled between existing residential uses, both to the South and to the North in the adjacent City of El Monte, making it a logical corridor for residential and mixed-use development. As opposed to other corridors in the City, which may abut existing industrial or manufacturing uses on all sides. In addition, there is clear developer interest near this corridor because, as mentioned in **Section 4**, sites 1A, 2B, 3, 7, and 11F (as identified in **Tables 7** and **10**) are adjacent, or next to, current projects in the pipeline (refer to **Sections 5.3.1.1- 5.3.1.3** and **5.3.1.7** for maps with site locations). Garvey Avenue is currently heavily dominated by older automobile-oriented uses, many of which have single businesses occupying multiple parcels. However, many of these businesses on multiple parcels have older structures on one parcel, which appear to be in need of repairs and were originally built in the 1940's, directly adjacent to older large surface parking lots or empty concrete lots on the second parcel in the site. Because of these existing conditions (i.e. single sites/uses already occupying multiple parcels and minimal existing structures without existing residential uses), it is reasonable to expect the sites with multiple parcels as identified in **Table 10** to be consolidated and redeveloped as single sites.

Nearly all of the sites (Sites 1A, 2B, 4C, 6, 7, 9E, and 10) identified in **Table 10**, except for sites 3, 5, and 8 (see individual discussion below), are comprised of automobile-oriented uses (e.g. used car sales dealer, vehicle storage or surface parking lot, repair shop, and towing) with large surface parking lots for the businesses, some of which are used as storage for used cars or surface parking lots. Of those sites, sites 1A, 2B, 4C, 5 and 9E are comprised of two or more contiguous parcels expected to be consolidated in a manner which is similar to their existing uses, as previously explained. The City will further incentivize lot consolidation for these sites through **Program 8**, Lot Consolidation Program, of the Housing Element. Nearly all businesses appear to be in need of repairs, and several were built in the 1940's.

Site 1A as identified in **Table 10** is made up of three parcels that are reasonably expected to be consolidated into one site based on the previous methodology explained. In addition, one of the existing

uses is already split between two of the parcels. Site 1A is identified as appropriate to accommodate moderate-income sites and is the only site identified with an automobile repair shop (Xpress Lube and Repair) on one of the site's three parcels. HCD's Housing Element Sites Inventory Guidebook states that for sites specifically identified to accommodate lower-income housing "the capacity of a site should also be adjusted for areas that cannot be developed due to environmental factors such as hazards, wetlands, or topography that cannot be mitigated." However, it is reasonably assumed that mitigation measures are possible and can be taken for redevelopment on that parcel identified in site 1A. Therefore, the existing use is not expected to be an environmental impediment to the development of housing on the site within the planning period because mitigation measures for similar potential environmental factors are commonly completed through proper remediation plans. Nonetheless, while the existing use of the site identified is not expected to preclude development in the planning period, to account for potential mitigation measures needed, the site was identified as appropriate to accommodate moderate-income housing.

As for the remaining sites identified with auto-oriented uses (mainly vehicle storage not used for automotive repair facilities or surface parking lots for car sales), there are no known environmental hazards that are expected to preclude development of the sites for lower- or moderate-income housing. Refer to **Section 4.1, Horizons Townhomes**, or **Section 4.2, 2727 Rosemead Boulevard**, for examples of redevelopment projects in the City with lower-income units that also had nonvacant parcels with similar storage and/or automobile-oriented uses and the project's associated environmental document's findings.

Furthermore, as suggested on page 22 of the Sites Inventory Guidebook, "jurisdictions can also create a buffer by projecting site capacity at less than the maximum density to allow for some reductions in density at a project level." Taking into consideration that the realistic capacity was calculated at the absolute minimum of 20 dwelling units per acre for all sites, when the parcels permit up to 100 dwelling units per acre under the current zoning, the realistic capacity is already taking into account portions of the site that might not be developed. For example, site 1A allows a maximum of 107 dwelling units based on the site's total acreage of 1.07 acres, but the realistic capacity is calculated at the minimum of 20 dwelling units per acre, which equals a realistic capacity of 21 moderate-income units. This provides a very generous buffer to allow for some reductions in density at a project level. This is the case for all the sites 1-10 identified in **Table 10**, which technically permit a maximum of 790 total units under the parcel's existing zoning and development regulations; however, the realistic capacity calculated is 151 units across all 10 sites. Meaning there is an extremely generous buffer already accounted for since there is a potential for more than 5 times as many units than the realistic capacity accounts for.

Site 3 as identified in **Table 10** is a single parcel site which currently has a one-story commercial building. The building was built in 1946 and appears to be in need of substantial repairs. A majority of the lot does not appear to be utilized as it is an open concrete lot resulting in a total FAR of 0.19 for the site.

Site 5D as identified in **Table 10** is comprised of two parcels expected to be consolidated. Both parcels have small existing buildings. The existing use on one parcel (APN 8102-031-025) is a small fast-food restaurant, which has a surface lot and two wide drive-through car aisles. The second parcel (APN 8102-031-026) was previously a fast-food restaurant, which is now closed and vacant.

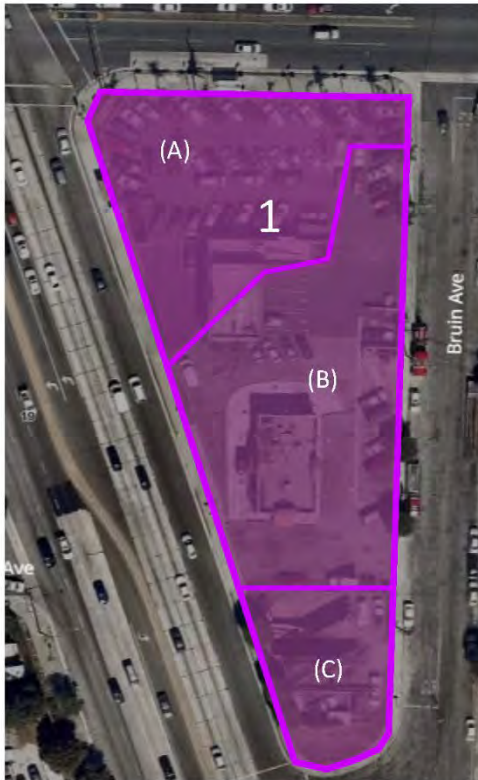
Site 8 as identified in **Table 10** is a single parcel with a vacant building with a large surface parking lot resulting in a total FAR of 0.14 for the site. The building was built in 1969 and appears to be in need of substantial repairs.

As previously mentioned in **Section 4, Planned, Approved, and Prospective Projects**, several redevelopment projects are expected to be completed within the planning period, or have been completed, including the completed Baldwin Park Homes Development townhomes, which was previously a commercial center with a large surface parking lot, as well as the Horizons Townhomes, both projects on Rosemead Boulevard (2727 and 2540 Rosemead Blvd), and the Chico and Humbert, and Adelia Avenue projects. These redevelopment projects are located on sites that previously used one or more of their parcels for automobile-oriented uses, such as surface parking lots, vehicle storage, or trailer storage. In fact, as previously stated in **Section 5.3**, a total of 567 new residential units in the project pipeline are expected to be completed on nonvacant, underutilized sites within the 6th Cycle, which does not even take into account smaller residential projects on nonvacant sites that are also occurring in the City, or units from future project approvals. These 567 units alone will increase the City's overall housing stock by more than 10 percent through the redevelopment of nonvacant sites.

These projects serve to provide very clear evidence that: redeveloping sites with similar commercial and auto-oriented uses into residential uses is feasible; market interest exists; and the existing uses do not pose an environmental constraint that preclude the ability to redevelop the sites.



Figure 1. Overview of Underutilized Sites in the Commercial-Residential (C-R) Zone



Total 1.07 ac
Density 20 du/ac - 100 du/ac
Realistic Capacity 21 units
Potential for 107 units

#1 (3 Parcels)

M&M Used Car Dealer (A)

9414 Garvey Ave

- 0.40 acres
- APN – 8102032026
- IL ratio 0.17

Xpress Lube and Repair (B)

- 0.54 acres
- APN - 8102032027
- IL ratio 1.16, FAR 0.10

Surface Parking Lot (C)

- 0.13 acres
- APN - 8102032025
- IL ratio 0, FAR 0



#2 (2 Parcels)

Freddie Mac's Towing (A)

- 0.41 acres
- APN – 8102032015
- IL ratio 0.63, FAR 0.28

Surface parking lot (B)

- 0.21 acres
- APN - 8102032016
- IL ratio 0.32, FAR 0

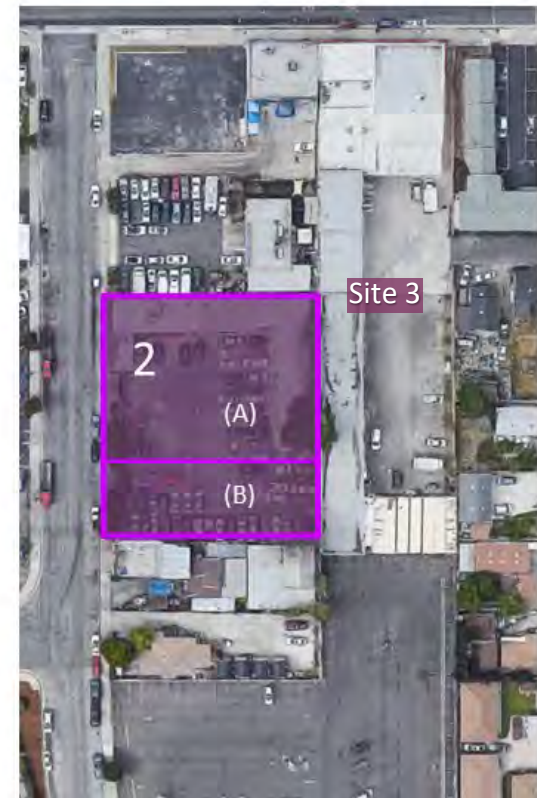


Total 0.62 ac

Density 20 du/ac - 100 du/ac

Realistic Capacity – 13 units

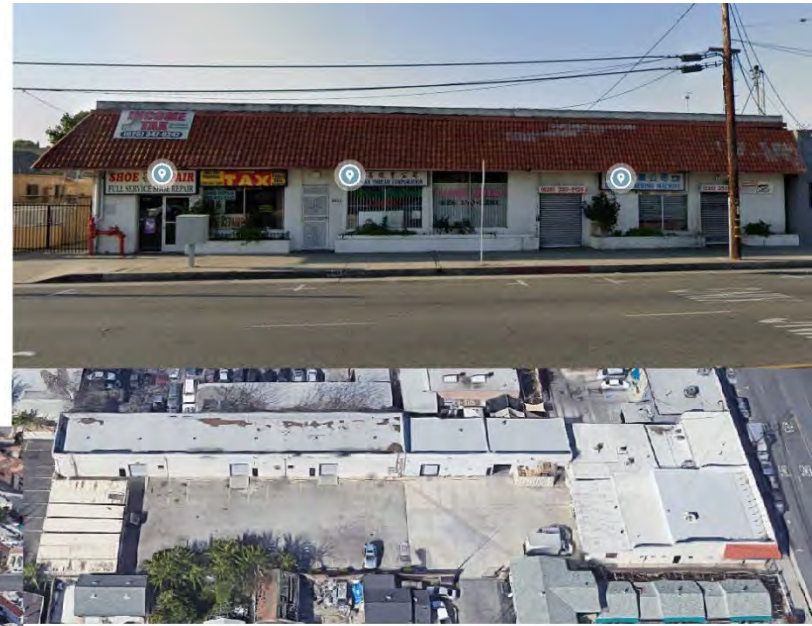
Potential for 62 units



#3

Commercial Building and Large Surface Lot
9542 Garvey Ave

- 0.86 acres
- APN – 8102032030
- IL ratio 1.03, FAR 0.19
- Year Built 1946



Total 0.86 ac
Density 20 du/ac - 87 du/acre
Realistic Capacity – 17 units
Potential for 75 units
Abutting R-3 Zone

#4 (3 Parcels)

Surface parking lot (A)

9511 Garvey Ave

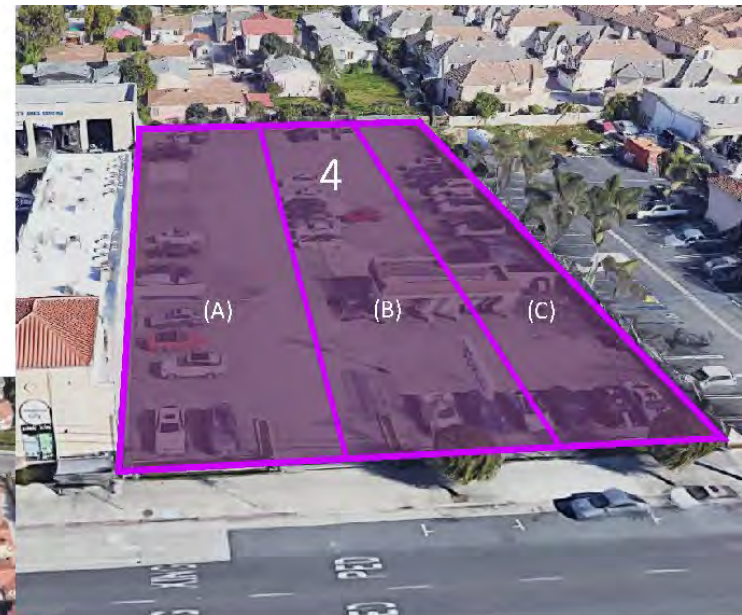
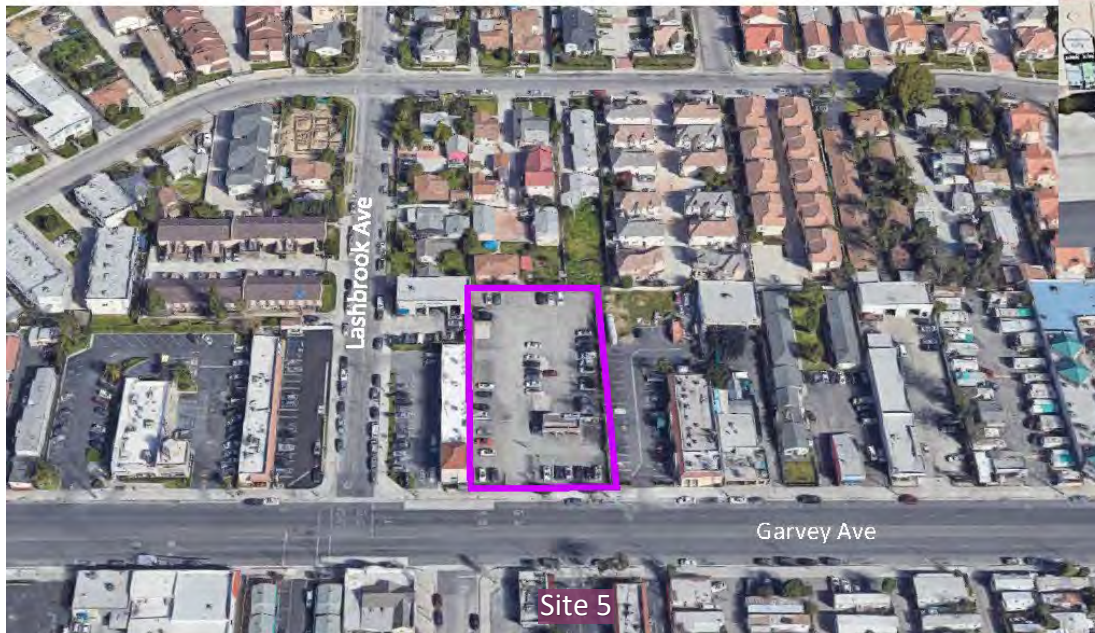
- 0.28 acres
- APN – 8581037002
- IL ratio 0.015, FAR 0.26

Used Car Lot/9513 Garvey Ave (B)

- 0.27 acres
- APN - 8581037003
- IL ratio 0.15, FAR 0.055

Surface parking lot (C)

- 0.17 acres
- APN – 8581037004
- IL ratio 0.013, FAR 0.42



Total 0.72 ac

Density 20 du/ac - 87 du/acre

Realistic Capacity – 14 units

Potential for 67 units

Abutting MF Residential in Neighboring City

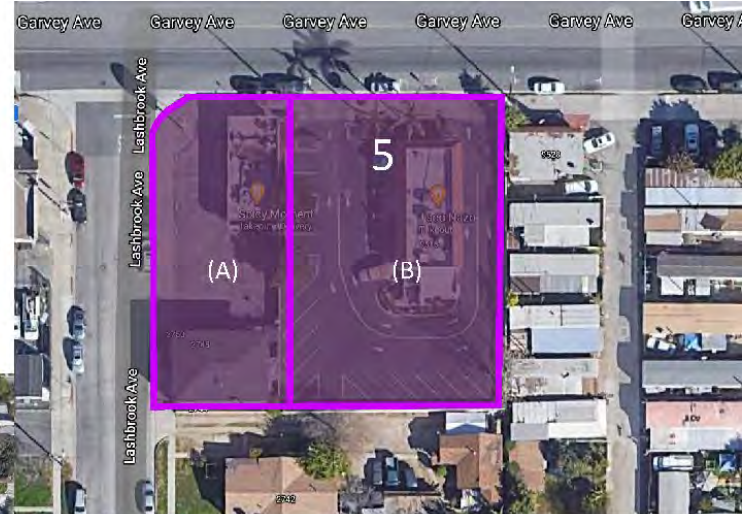
#5 (2 Parcels)

Fast-Food Restaurant (closed), (A)
2750 Lashbrook Ave

- 0.16 acres
- APN – 8102031025
- IL ratio 0.31, FAR 0.28
- Year Built 1956

Drive-Through Restaurant (B)
(Taco Nazo), 9516 Garvey Ave

- 0.35 acres
- APN – 8102031026
- IL ratio 0.67, FAR 0.12



Total 0.51 ac
Density 20 du/ac - 87 du/acre
Realistic Capacity – 10 units
Potential for 44 units
Abutting R-3 Zone



#6

Market, and Auto
Wholesaler

9556 Garvey Ave

- 1.33 acres
- APN – 8102031015
- IL ratio 0.22, FAR 0.041
- Year Built 1949

Total 1 acre (excluding
western portion of lot with
existing trailer homes)

Density 20 du/ac - 87 du/ac

Realistic Capacity – 20 units

Potential for 87 units

Abutting R-3 Zone



#7

Premium Autos – El Monte
9640 Garvey Ave

- 0.65 acres
- APN – 8102030008
- Used Car Dealer
- IL ratio 0.013, FAR 0.0093

Total 0.65 ac

Density 20 du/ac - 87 du/ac

Realistic Capacity – 13 units

Potential for 55 units

Abutting R-3 Zone



5.3.1.8 Site 8



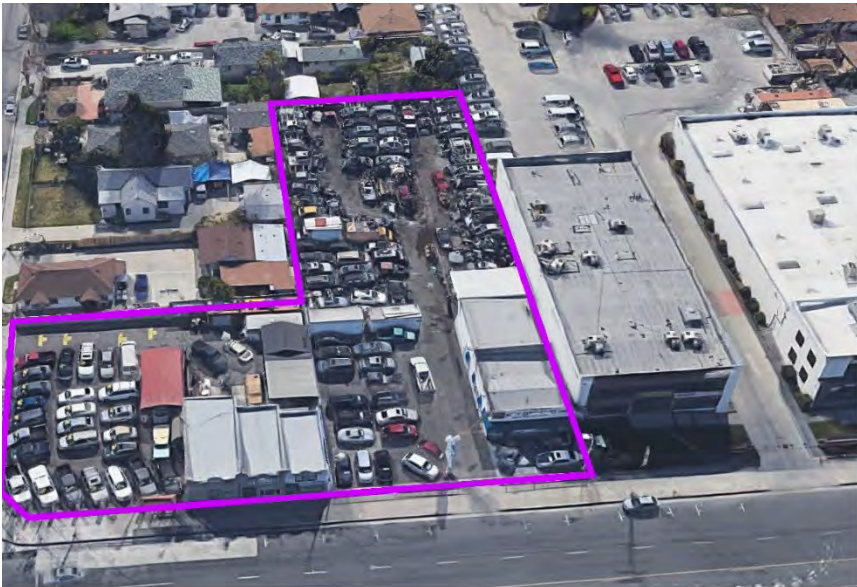
#8

Vacant Building
9710 Garvey Ave

- 0.58 acres
- APN – 8102028005
- IL ratio 1.03, FAR 0.14
- Building Year 1969

Total 0.58 ac
Density 20 du/ac - 87 du/acre
Realistic Capacity – 12 units
Potential for 50 units
Abutting R-3 Zone



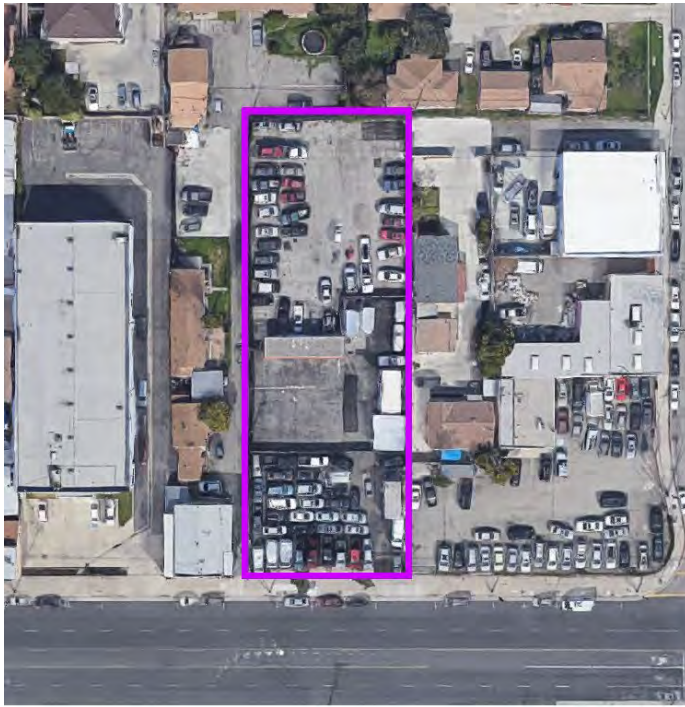


Total 0.88 ac
Density 20 du/ac - 87 du/ac
Realistic Capacity – 18 units
 Potential for 77 units
 Abutting MF Residential in Neighboring City

#9 (2 Parcels)

New City Auto – Use Car Parts (A)	Used Car Dealer (B)
9742 Garvey Ave	9750 Garvey Ave
• 0.58 acres • APN –8102028008 • IL ratio 0.032, FAR 0.043 • Year Built 1942	• 0.3 acres • APN –8102028009 • IL ratio 0.44, FAR 0.15 • Year Built 1944





#10

Autovic Motors – Car Dealer
9739 Garvey Ave

- 0.63 acres
- APN –8581015004
- IL ratio 0.22, FAR 0.0058
- Year Built 1976

Total 0.63 ac

Density 20 du/ac - 87 du/ac

Realistic Capacity – 13 units

Potential for 55 units

Abutting MF Residential in Neighboring City



5.3.2 Underutilized Parcels in R-3 Zone

In addition to the underutilized sites identified in the C-R zone, the sites analysis includes underutilized sites in the R-3 zone. **Table 11, Underutilized Sites in R-3 Zone**, provides an overview of the underutilized sites identified in the R-3 zone.

Using the 80 percent of maximum density assumption, the underutilized site's realistic capacities in the R-3 zone were calculated at 13 dwelling units per acre. Based off these density assumptions and their existing residential uses, they were identified as moderate-income units. However, only net new units were ultimately accounted for toward accommodating the City's moderate-income RHNA. As provided in **Table 11**, the existing units on the sites were subtracted from the realistic capacity to calculate the net new units. By only accounting for net new units, the analysis proactively accounts for redevelopment projects or situations in which the property owner may opt to build additional residential units, such as ADUs, and keep the existing units on the site. The City has already had clear interest in both redevelopment and additional residential development opportunities on sites identified and current examples of both scenarios are provided in the discussion following **Table 11**. Although there are existing residential uses on the sites identified as underutilized in the R-3 zone, none of sites are known to be restricted to lower-income households.

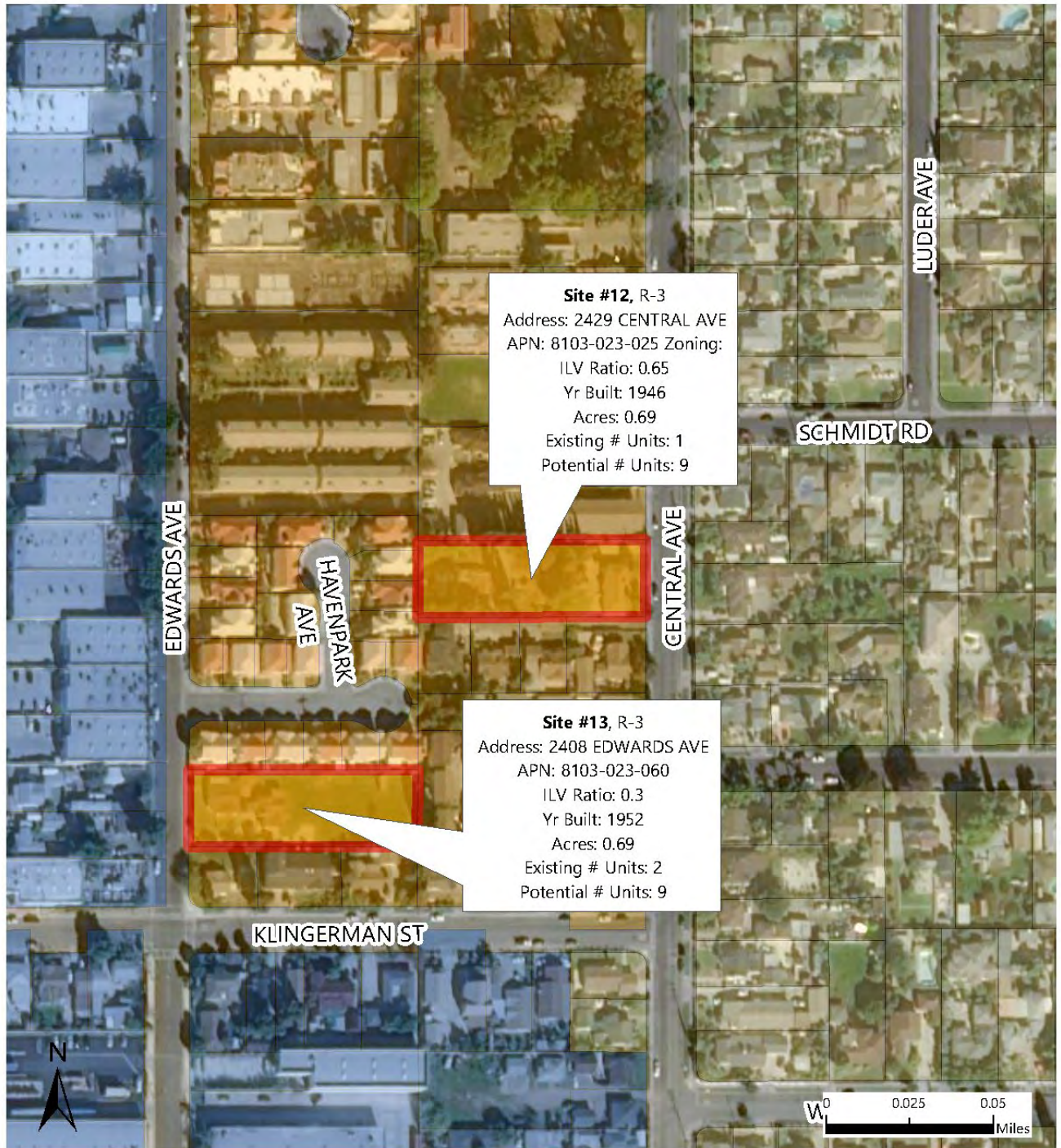
Table 11. Underutilized Sites in R-3 Zone								
Site Number	Assessor's Parcel Number	Total Acres	Maximum Units Permitted	Realistic Capacity (Units)	Existing Units	Net New Units	Affordability Level	Existing Uses
12	8103023025	0.69	11	9	1	8	Moderate	1 existing older residential building built in 1946 with 1 unit with a land improvement value ratio of 0.65 (Net New Units have been accounted for in total units).
13	8103023060	0.69	11	9	2	7	Moderate	2 existing older units built in 1952 with a land improvement value ratio of 0.3 (Net New Units have been accounted for in total units).
14	8104024015	0.77	12	10	5	5	Moderate	5 existing older smaller units built in 1935 with a land improvement value ratio of 0.77 (Net New Units have been accounted for in total units).
15	8104024014	0.87	14	11	6	5	Moderate	6 existing older smaller units built in 1958 with a land improvement value ratio of 0.87 (Net New Units have been accounted for in total units).
16	8104024013	0.55	8	7	5	2	Moderate	5 existing older smaller units built in 1948 with a land improvement value ratio of 0.53 (Net New Units have been accounted for in total units).
17	8119006033	0.54	8	7	4	3	Moderate	4 existing older smaller units built in 1956 with a land improvement value ratio of 0.94 (Net New Units have been accounted for in total units).
Total		4.1	64	53	23	30	Moderate	—

A site-by-site overview for sites 12 through 17, as included in **Table 11**, are provided below. The overview includes each parcel's existing address, APN, improvement-to-land-value ratio, age of building, acres, existing number of units, and potential number of units under the realistic capacity assumptions (13 dwelling units per acre). In addition, the overview includes photos of the parcels on the site. All six sites included in **Table 11** include existing, older residential buildings. However, the buildings were all built before 1958 and date as far back as 1935 and can reasonably be expected to be in need of substantial repairs or potential candidates for redevelopment. As previously discussed in **Section 4, Planned, Approved, and Prospective Projects**, the residential project on Chico and Humbert Avenue is a redevelopment project, which previously had older, existing residential units on one of the sites parcels, that will now be redeveloped into 72 residential units, including 8 lower-income units. This project serves as an example of current market conditions and developer interest in redeveloping similar nonvacant residential parcels in the same R-3 zoning designation. While that project is composed of multiple parcels, the zoning for the site is now also R-3, and the individual parcels are of a similar size and shape as those identified in **Table 11**, therefore providing evidence that development interest exists for similar redevelopment projects on underutilized sites in the R-3 zone.

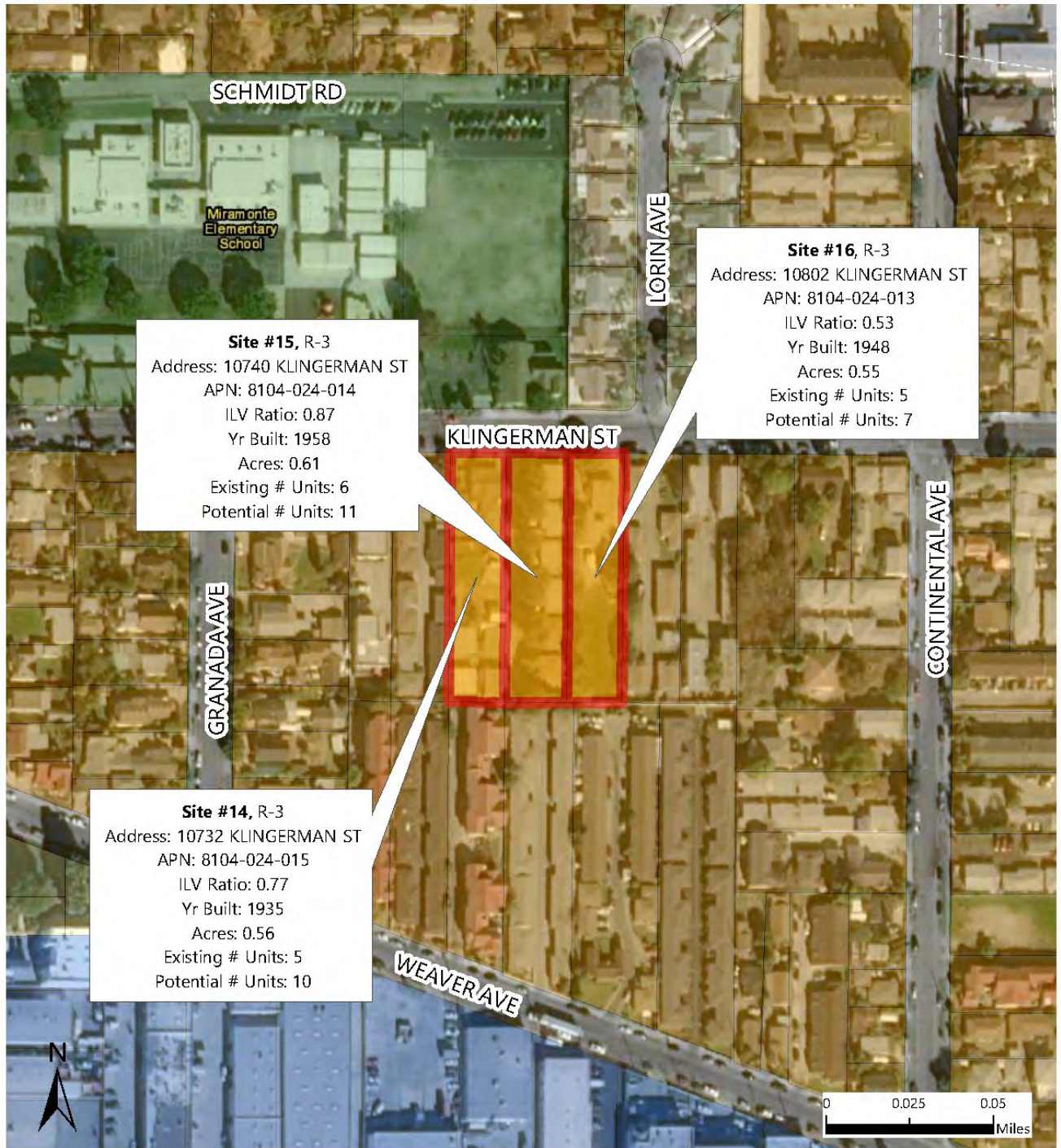
In addition, there is expressed interest from developers and/or property owners for redevelopment and additional residential development opportunities on several nonvacant sites in the City as described in **Section 4**. Specifically, two of the sites included in **Table 11**, sites 13 and 16, recently submitted plan check applications to the City and are currently under plan check as of February 2022. Site 13 (2408 Edwards Avenue) currently has two existing older units built in 1952 with a land improvement value ratio of 0.3; however, the site is under plan check to redevelop the underutilized site with seven new residential units and two additional ADUs for a total of nine new units, resulting in seven net new residential units as was exactly calculated under this Sites Analysis and shown in **Table 11** (refer to **Section 5.3.2.1, Sites 12 and 13**, for additional site details). Site 16 is also under plan check for the addition of two new ADUs, resulting in two new residential units, as was also calculated under this Sites Analysis and shown in **Table 11** (refer to **Section 5.3.2.2, Sites 14, 15 and 16**, for additional site details).

As demonstrated by owner/developer interest, pipeline projects, past redevelopment project examples, and market conditions analyzed in this analysis, the existing uses identified on underutilized, nonvacant sites identified in this Sites Analysis do not constitute an impediment to redevelopment or additional residential development opportunities during the planning period.

5.3.2.1 Sites 12 and 13



5.3.2.2 Sites 14, 15 and 16



5.3.2.3 Site 17



6 Rezone Strategies to Ensure Capacity

The City is committed to maintaining capacity and providing additional opportunities for residential development throughout the planning period. As such, the City has committed to a rezone program in the Housing Element to rezone parcels to allow for mixed-use development, inclusive of purely residential projects. The area identified for the rezone program is in the northeast quadrant of the City, along Tyler Avenue north of Rush Street, as shown in **Figure 2, Rezone Area Keymap**.

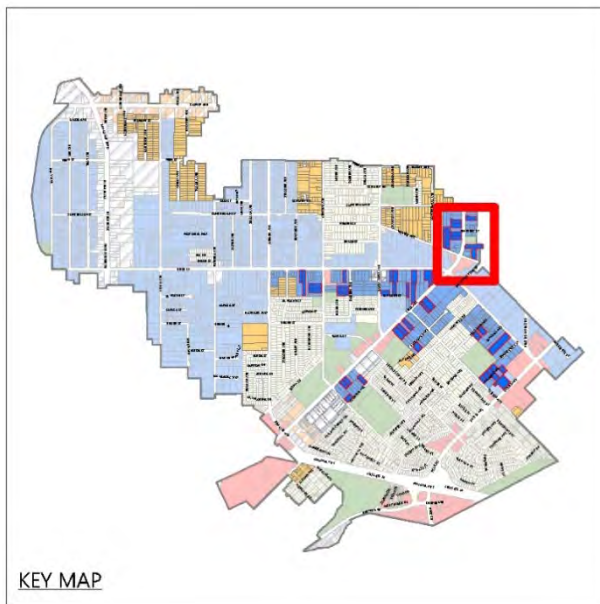


Figure 2. Rezone Area Keymap

Although the City has the ability to accommodate its RHNA for all income levels during the planning period, the City has identified underutilized sites within the area to be rezoned, based on the same criteria and methodology assumptions that were used to identify underutilized sites in the C-R and R-3 zones. Additionally, based on current redevelopment trends in the City, the existing uses on the sites identified as underutilized make the sites probable candidates for additional redevelopment projects once they are rezoned to allow residential uses. The identified sites will provide a buffer, as required to accommodate the RHNA throughout the planning period. The sites identified will provide a generous buffer, exceeding the recommended buffer from HCD, especially for capacity to accommodate the lower-income RHNA. The area identified for the rezone provides an opportunity for 167 units based on the C-R zone's realistic capacity assumptions and the acreage of the potential sites, as shown in **Table 12, Potential Underutilized Sites in Rezone Area**, and further ensures that sites zoned to accommodate housing for lower-income households are not concentrated in lower resource areas and segregated into concentrated areas of poverty, including in areas with access to greater resources, amenities, and opportunities. Although all of the census tracts within the City and the majority of census tracts in neighboring jurisdictions are designated as "low resource" by TCAC/HCD Opportunity Area Maps, this does not imply that resources do not exist in the City. The location for the proposed rezone, as shown in **Figure 2**, was mindfully selected as it is located near existing schools, and between existing residential neighborhoods, which provide educational resources and opportunities to expand the existing

residential fabric of the community. Rezoning the area identified will help provide a buffer between the existing industrial zone to the south and increase opportunities for high-density residential development adjacent to existing residential zones and two schools, and work to transform an underutilized industrial corridor into a mixed-use corridor that can support a mix of residential uses at lower- and moderate-income levels. Additionally, as further discussed in **Section 4.5.3, Access to Transportation, of Appendix D**, the buffer sites identified as part of the rezone program are directly south of the High-Quality Transit Areas. High-Quality Transit Areas are within one-half-mile of either a well-served transit stops or a transit corridor with 15 minutes or less service frequency during peak commute hours, meaning that City residents are within close proximity to both local and major transit lines that connect the City to the region and further provide access to regional resources and opportunities.

Figure 3, Overview of Underutilized Sites in Rezone Area, provides an overview of the underutilized sites identified in the rezone area.

Program 1 of the Housing Element commits the City to rezoning 3 acres of sites from Manufacturing (M) to Commercial Residential (C-R), which will provide a generous buffer (see additional details following **Figure 3** below). While the City has expressed a strong interest in rezoning the entire area identified in **Figure 3** (which would include all 14 parcels from **Table 12**), it should be noted the sites identified in **Table 12** far exceed the recommended buffer, as they total 8.35 acres of sites, and as such, not all of the sites included in **Table 12** or **Figure 3** have been included in the final sites inventory (See **table 13** for sites included in the final electronic Sites Inventory submission to HCD).

Table 12. Potential Underutilized Sites in Rezone Area

Address / Site Number	Assessor's Parcel Number	Current Zone/ General Plan Designation	Proposed Zone/ Proposed General Plan Designation	Acres	Improvement-to-Land-Value Ratio	Year Built
2151 TYLER AVE (19A)	8104022003	M; Industrial	C-M; Mixed-use	0.64	0.1	1940
2145 TYLER AVE (19B)	8104022004	M; Industrial	C-M; Mixed-use	0.64	0.24	1937
10941 WEAVER AVE	8104022017	M; Industrial	C-M; Mixed-use	1.01	0.22	1957
10941 WEAVER AVE	8104022018	M; Industrial	C-M; Mixed-use	1.11	0.41	1960
2226 TYLER AVE (20)	8105019012	M; Industrial	C-M; Mixed-use	0.60	0.56	n/a
2213 TYLER AVE (18A)	8104021007	M; Industrial	C-M; Mixed-use	0.65	0.71	1969
2223 TYLER AVE (18B)	8104021027	M; Industrial	C-M; Mixed-use	0.65	0.71	1969
2120 TYLER AVE	8105021006	M; Industrial	C-M; Mixed-use	0.99	0.07	1965

2116 TYLER AVE	8105021007	M; Industrial	C-M; Mixed-use	0.20	0.39	1972
2110 TYLER AVE	8105021008	M; Industrial	C-M; Mixed-use	0.52	0.59	1974
11015 WEAVER AVE	8105021019	M; Industrial	C-M; Mixed-use	0.19	0.57	1935
11029 WEAVER AVE	8105021020	M; Industrial	C-M; Mixed-use	0.61	0.08	1965
11033 WEAVER AVE	8105021021	M; Industrial	C-M; Mixed-use	0.26	0.68	1953
11035 WEAVER AVE	8105021022	M; Industrial	C-M; Mixed-use	0.28	0.08	1942

M = Manufacturing; C-M = Commercial Manufacturing



Figure 3. Overview of Underutilized Sites in Rezone Area

Table 13, Summary of Underutilized Sites in Rezone Area, includes sites 18 through 20. These sites are expected to be rezoned from their current Manufacturing (M) zone designation to C-R zone. Once rezoned, they will provide a generous buffer of 64 lower- or moderate-income sites calculated using the minimum density of the C-R zone.

Table 13. Summary of Underutilized Sites in Rezone Area								
Site Number	Assessor's Parcel Number(s)	Existing Floor-to-Area Ratio	Existing Use	Total Acreage	Current Zoning/ General Plan Designation	Proposed Zoning/ General Plan Designation	Realistic Capacity (based on C-R zone minimum density)	Affordability Level
18A, 18B	8104021007, 8104021027	0.41, 0.41	Each parcel has one warehouse built in 1969 and concrete lots without structures on the remainder of the lots.	1.29	M; Industrial	C-M; Mixed-use	26	Low/ Moderate
19A, 19B	8104022003, 8104022004	0.32, 0.08	19A – The back half of the parcel is a concrete lot with trash and recycling dumpsters, and the front portion is a triplex built in 1940. 19B – Four small warehouse structures built in 1937.	1.29	M; Industrial	C-M; Mixed-use	26	Low/ Moderate
20	8105019012	0.56	Los Angeles County Assessor's data notes it as a vacant lot, but the existing use is an older, unmarked warehouse built in the 1950s.	0.6	M; Industrial	C-M; Mixed-use	12	Low/ Moderate
Total				3.18			64	—

C-R = Commercial-Residential zone

7 Summary of Capacity to Accommodate the RHNA

The City of South El Monte is an urbanized community in the San Gabriel Valley of Los Angeles County. Due to the built-out nature of the City, few vacant parcels remain, and only one with the possibility of providing new housing opportunities. The City must identify adequate capacity for housing through underutilized sites that meet density requirements, have an aging structure, and have an assessed improvement-to-land-value ratio of less than 1. The underutilization of these sites paired with the programs of the Housing Element will ensure that the City can realistically meet the RHNA targets at all income levels for the 6th Cycle, and provide additional sites for a buffer ensuring that capacity remains throughout the Housing Element planning period.

Table 14, Summary of Residential Capacity Compared to 6th Cycle RHNA by Income, City of South El Monte, June 30, 2021 to October 31, 2029, provides a summary of total residential capacity included in the final sites inventory compared to the City's 6th Cycle RHNA. As shown in **Table 14**, the City has a total capacity for 205 lower-income units, 83 moderate-income net new units, and 368 above-moderate income units within the residential pipeline of projects, on vacant and underutilized sites, and through the expected number of ADUs and JADUs, which is sufficient capacity to accommodate the RHNA of 577 units. However, to include a buffer in the Housing Element inventory under the recommended 20 to 30 percent, the City will increase capacity through a rezone program in the Housing Element programs.

Figure 4, Overview of Existing Capacity Identified in Sites Inventory, provides an overview of all sites with existing capacity as discussed in **Sections 4 and 5**, including projects in the pipeline, and vacant and underutilized sites. **Table 15, Sites Inventory Table (Existing Capacity)**, provide a full site-by-site overview for all sites identified with existing capacity. The overview includes each parcel's Assessor's Parcel Number (APN), acreage, potential number of units under the realistic capacity assumptions, income level, zoning and general plan designations, and, if applicable, age of building and floor area ratio, and existing uses (refer to **Table 13**, for details related to the buffer rezone sites).

**Table 14. Summary of Residential Capacity Compared to 6th Cycle RHNA by Income,
City of South El Monte, June 30, 2021 through October 31, 2029**

Category	Total Units	Lower-Income Units	Moderate-Income Units	Above Moderate- Income Units
RHNA	577	195	70	312
Pipeline Residential Development Credited Toward RHNA	395	26	20	349
Potential Accessory Dwelling Units	64	43	2	19
Vacant Site Capacity	16	16	0	0
Underutilized Site Capacity (Net New Units)	181	120	61	—
Total Capacity (Net New Units)	656	205	83	368
Total Capacity Surplus (+)	—	+10	+13	+56
Additional Capacity for Buffer Through Rezoning	64	64 units		—

RHNA = Regional Housing Needs Assessment

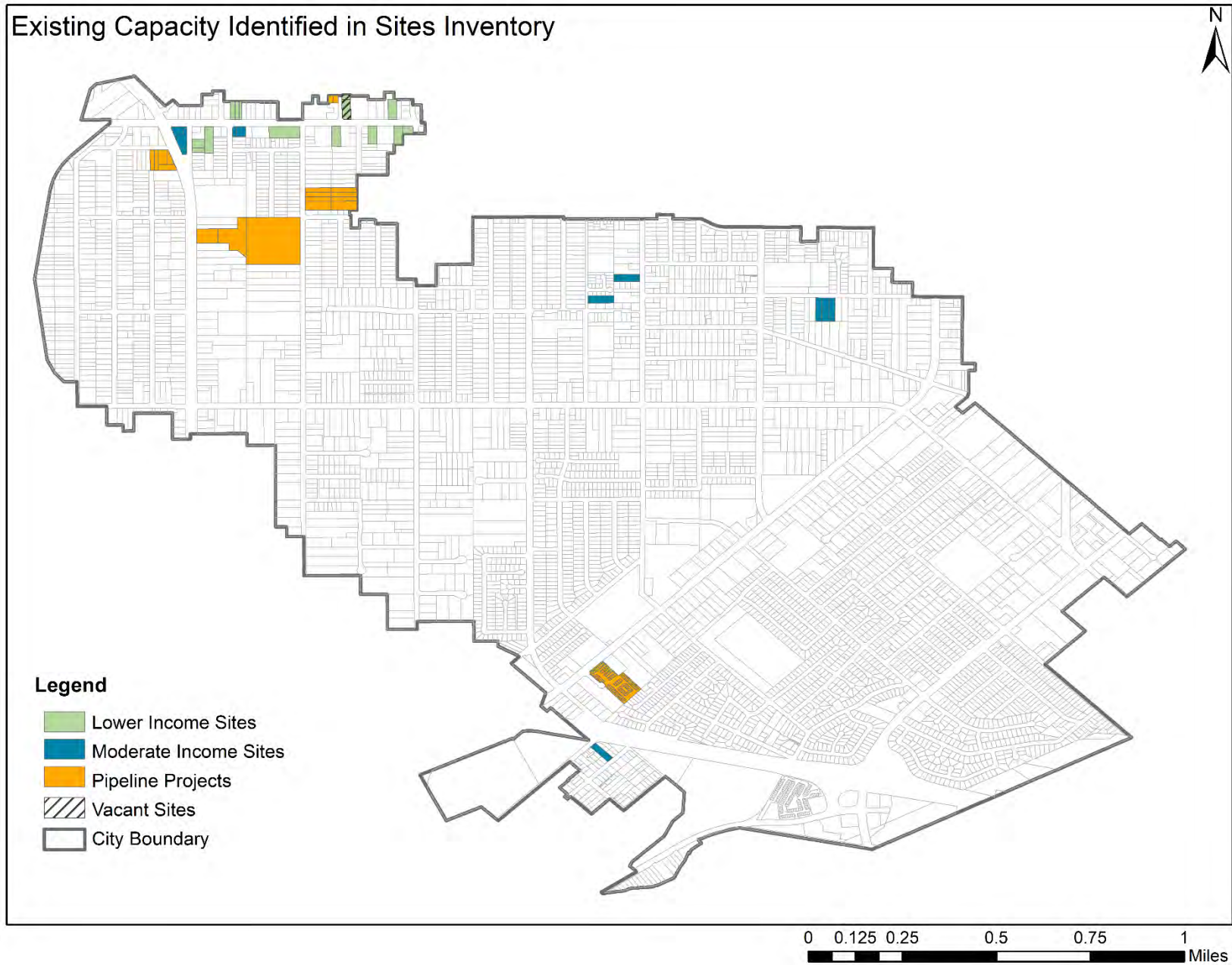


Figure 4. Overview of Existing Capacity Identified in Sites Inventory

Table 15. Sites Inventory Table (Existing Capacity)

Included in Previous Cycle(s)	Site ID*	APN19	Acres	Zoning Designation	General Plan Designation	Lower-Income Units	Moderate-Income Units	Above Mod-Income Units	Total Units	Site Description
EXISTING CAPACITY (VACANT AND UNDERUTILIZED)										
No	1A	8102-032-026	0.13	C-R	Mixed-use	0	2	0	2	Used Car Dealer with a land improvement ratio of 0.17. The Used car dealership is partially on the parcel below (8102-032-02) and includes a large surface parking lot.
No		8102-032-027	0.4	C-R	Mixed-use	0	8	0	8	Xpress Lube and Repair for automobile on a small portion of the site, with an FAR of 0.10. A portion of the used car dealer's structure is on the northern portion of this parcel and the remaining parcel is surface parking lot.
No		8102-032-025	0.54	C-R	Mixed-use	0	11	0	11	Surface Parking lot without any structures. Appears to be used to store older vehicles.
No	2B	8102-032-015	0.41	C-R	Mixed-use	9	0	0	9	Tow yard with adjoining surface parking lot on parcel below (APN 8102-032-016) with an FAR of 0.28 for the parcel.
No		8102-032-016	0.21	C-R	Mixed-use	4	0	0	4	Surface Parking Lot – see above (Parcel adjoining APN 8102-032-015).
No	3	8102-032-030	0.86	C-R	Mixed-use	17	0	0	17	Commercial building in need of repairs built in 1946, and large surface lot in the back of the building with a total FAR of 0.19 on the parcel.
No	4C	8581-037-002	0.28	C-R	Mixed-use	6	0	0	6	Surface parking lot without existing structures. Appears to be used to store cars as part of used car lot on parcel below (8581-037-003).
No		8581-037-003	0.27	C-R	Mixed-use	5	0	0	5	Used car lot with parcels above and below (APN 8581-037-002 and APN 8581-037-004), and a portion of a small, older existing structure with a land improvement value of 0.15 and floor are ratio of 0.055.
No		8581-037-004	0.17	C-R	Mixed-use	3	0	0	3	Used car lot with parcels above and below (APN 8581-037-002 and APN 8581-037-003), and a portion of a small, older existing structure with a land improvement value of 0.013 and floor are ratio of 0.45.
No	5D	8102-031-025	0.16	C-R	Mixed-use	0	3	0	3	Fast-Food Restaurant (closed and vacant)

Table 15. Sites Inventory Table (Existing Capacity)

Included in Previous Cycle(s)	Site ID*	APN19	Acres	Zoning Designation	General Plan Designation	Lower-Income Units	Moderate-Income Units	Above Mod-Income Units	Total Units	Site Description
No		8102-031-026	0.35	C-R	Mixed-use	0	7	0	7	Drive-Thru Restaurant with parking and two large drive-through automobile lanes.
No	6	8102-031-015	1	C-R	Mixed-use	20	0	0	20	Old existing building built in 1949. Mini market and auto wholesaler – lot primarily appears to be used as a car storage lot.
No	7	8102-030-008	0.65	C-R	Mixed-use	13	0	0	13	Used car dealers. Very small, existing older structure with a land improvement ration of 0.013 and floor area ratio of 0.0093 – lot primarily appears to be used as a car storage lot.
No	8	8102-028-005	0.58	C-R	Mixed-use	12	0	0	12	Old, vacant building built in 1969 which appears to be in need of substantial repairs, and a large portion of the lot is concrete with no existing structures and a floor area ratio of 0.14.
No	9E	8102-028-008	0.58	C-R	Mixed-use	12	0	0	12	New City Auto and Used Car Parts. Small, older existing structures built in 1942 with a land improvement ratio of 0.032 and a floor area ratio of 0.043.
No		8102-028-009	0.27	C-R	Mixed-use	6	0	0	6	Surface lot used to store used cars and an old, small existing structure built in 1944
No	10	8581-015-004	0.63	C-R	Mixed-use	13	0	0	13	Car Dealer with a small existing structure built in 1976 with a floor area ratio of 0.0058 and land improvement ratio of 0.22, and a large portion of the lot appears to be used to store cars.
No	11F	8581-015-043	0.64	C-R	Mixed-use	13	0	0	13	Vacant
No		8581-015-011	0.14	C-R	Mixed-use	3	0	0	3	Vacant
No	12	8103-023-025	0.69	R-3	Medium-Density Residential	0	8	0	8	1 existing older residential building built in 1946 with 1 unit with a land improvement value ratio of 0.65 (Net New Units have been accounted for in total units).
No	13	8103-023-060	0.69	R-3	Medium-Density Residential	0	7	0	7	2 existing older units built in 1952 with a land improvement value ratio of 0.3 (Net New Units have been accounted for in total units).
No	14	8104-024-015	0.77	R-3	Medium-Density Residential	0	5	0	5	5 existing older smaller units built in 1935 with a land improvement value ratio of 0.77 (Net New Units have been accounted for in total units).

Table 15. Sites Inventory Table (Existing Capacity)

Included in Previous Cycle(s)	Site ID*	APN19	Acres	Zoning Designation	General Plan Designation	Lower-Income Units	Moderate-Income Units	Above Mod-Income Units	Total Units	Site Description
No	15	8104-024-014	0.87	R-3	Medium-Density Residential	0	5	0	5	6 existing older smaller units built in 1958 with a land improvement value ratio of 0.87 (Net New Units have been accounted for in total units).
No	16	8104-024-013	0.55	R-3	Medium-Density Residential	0	2	0	2	5 existing older smaller units built in 1948 with a land improvement value ratio of 0.53 (Net New Units have been accounted for in total units).
No	17	8119-006-033	0.54	R-3	Medium-Density Residential	0	3	0	3	4 existing older smaller units built in 1956 with a land improvement value ratio of 0.94 (Net New Units have been accounted for in total units).
PLANNED, APPROVED, AND PROSPECTIVE PROJECTS										
Yes	21	8118-022-096	3.54	C-R	Mixed-use	12	0	28	40	Pending Project; Horizons Townhomes (See Section 4.1 for details)
No	22G	5281-002-005	0.33	C-R	Mixed-use	4	0	69	73	Pending Project; 2727 Rosemead Blvd (See Section 4.2 for details)
No		5281-002-009	0.033	C-R	Mixed-use	0	0	0	See above	See above
No		5281-002-006	0.33	C-R	Mixed-use	0	0	0	See above	See above
No		5281-002-010	0.2	C-R	Mixed-use	0	0	0	See above	See above
No		5281-002-018	0.47	C-R	Mixed-use	0	0	0	See above	See above
No		5281-002-011	0.37	C-R	Mixed-use	0	0	0	See above	See above
No	23H	8102-029-025	0.86	C-R	Medium-Density Residential	8	0	61	69	Pending Project; 2610-2634 Chico Ave and 2607-2637 Humbert Ave (See Section 4.3 for details)
No		8102-029-007	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No		8102-029-006	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above

Table 15. Sites Inventory Table (Existing Capacity)

Included in Previous Cycle(s)	Site ID*	APN19	Acres	Zoning Designation	General Plan Designation	Lower-Income Units	Moderate-Income Units	Above Mod-Income Units	Total Units	Site Description
No	23H (Cont.)	8102-029-005	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No		8102-029-026	0.87	R-3	Medium-Density Residential	0	0	0	See above	See above
No		8102-029-018	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No		8102-029-019	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No		8102-029-020	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No	24I	8581-038-002	0.15	R-3	Mixed-use	0	0	0	See above	See above
No		8581-038-025	0.13	C-R	Mixed-use	0	0	6	6	Pending Project; North Adelia Ave (See Section 4.3 for details)
No	25J	8102-037-024	9.55	SP	Specific Plan	0	20	187	207	Pending Project; 2540 Rosemead Blvd (See Section 4.3 for details)
No		8102-037-022	2.49	SP	Specific Plan	0	0	0	See above	See above
No		8102-037-020	1.15	SP	Specific Plan	0	0	0	See above	See above

*Note: Generally, a site is a parcel or a group of parcels that can accommodate a portion of the jurisdictions RHNA. Sites may be made up of multi-parcels with the potential for lot consolidation. All multi-parcel sites are denoted by a number and letter in their Site ID. All parcels belonging to one site, will have the same Site ID listed in this table.

Appendix F: Community Engagement Summary

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1. Introduction

The City of South El Monte (City) conducted a robust public outreach program that engaged a broad spectrum of the community and stakeholders. The City is committed to continuing meaningful engagement throughout the entirety of the 6th Cycle housing element (6th Cycle). The City is aware of the need to make engagement practices more accessible to all community members, including lower-income households and populations with a disability. The City is committed to developing specific strategies to reach out to these populations as demonstrated in **Programs 15 and 17** of the Housing Element which commit the City to better connecting residents to resources related to housing.

Stay-at-home orders of 2020 and 2021 provided the City with opportunities to explore new avenues for public engagement and increased access for those that are traditionally not involved in the planning process. Outreach and formal engagement activities were held virtually across a variety of platforms. Data and input collected from the outreach process were heavily factored into the development of the Housing Element as well as the resulting implementation actions. The following outreach activities were conducted to engage stakeholders and inform the development of the Housing Element.

2. Online Survey

The online survey engaged 22 participants to better inform local housing needs and concerns. The survey was posted on the City's website and social media platforms, such as on the City's Facebook page, advertised in the City's newspaper, and emailed to the City's interested parties list. The survey was also advertised through a bilingual (Spanish and English) flyer, emailed directly to key stakeholders, and during the virtual community meeting held in June. The survey was available for community members who wished to participate during the months of June and July 2021. The survey was available in both English and Spanish. The virtual format of this engagement strategy is not only more accessible to the mobility impaired since it could be taken from home, but it is also convenient for low-income families who may work late jobs or manual labor and would prefer to be with family and resting at home rather than attending an inconvenient in-person community workshop. Furthermore, the online format allows for the use of external software programs which can make written text more accessible to individuals experiencing disabilities such as vision impairment by increasing the text size or running a program that reads aloud the text from the screen. Many of the survey participants are current residents who own single-family residences and have chosen to live in the City because it is close to family and friends, they were born and raised here, and because of affordability.

- The majority of survey participants identified the housing most needed in the City were single family homes, followed by condominiums and accessory dwelling units.
- There were a wide range of responses regarding the most urgent housing concerns in the City; however, the main issues identified were housing affordability and availability, overcrowding, and homeownership.
- When participants were asked how the City should plan for 577 additional dwelling units, most participants selected "allowing more housing in single-family neighborhoods," followed by increasing opportunities for backyard units such as Granny flats or accessory dwelling units.

3. Stakeholder Interviews

An extensive list of stakeholders, as identified by the City, and all interested parties were individually called to participate in one-on-one stakeholder interviews pertaining to housing and development within the City of South El Monte. Stakeholders who participated included social service and emergency resource organizations such as San Gabriel/Pomona Regional Center and El Monte/South El Monte Emergency Resources Association; the City's Senior Services Center; other non-profits including, food pantries such as Cory's Kitchen Food Pantry, God Provides Food Bank, and Woman, Infants, and Children; homeless and transitional living shelters such as East San Gabriel Valley Coalition for the Homeless and Whittier Area First Day Coalition (WAFDC). Many of these stakeholders provide services and work closely with lower-income households and residents with special needs. Their comments as they relate to the state and development of housing in the City are as follows:

- Stakeholders highlighted the need for more affordable housing and multi-family units, development of senior communities near resources and available at affordable rates, and the lack of housing availability.
- Stakeholders noted the of lack of housing coupled with a high population of low-income residents prevents their residents from purchasing a home in the City. There was also consensus among stakeholders that there are not enough senior communities in the City. And they would like to see more affordable senior residences developed with “wrap-around” services such as social and nutritional programs.
- When stakeholders were asked to provide feedback for accommodating additional housing units, many agreed increasing densities in existing neighborhoods and areas already planned for housing was a good strategy—specifically, in areas with existing resources. Stakeholders have conflicting opinions regarding increasing housing opportunities along commercial corridors and for backyard units. Although some stakeholders noted they would like to see mixed-use buildings with ground floor commercial uses in the City, others were concerned with their impact on traffic. One stakeholder referenced a housing development in Baldwin Park as an example, which has increased traffic along Ramona Avenue. Some stakeholders agreed backyard units may benefit the older adult population; however, they noted it would not address the density of housing that is needed in the City.

4. Virtual Public Workshop

A virtual community meeting was held on June 29, 2021 and allowed interested parties to be engaged in a more formal setting where they learned about the planning process, the components of the Housing Element, and the importance of their role in the development of the plan. Bilingual (English/Spanish) services were provided during the virtual public workshops to engage a broad spectrum of community members. The workshop was held during a weekday evening, outside of traditional working hours, and streamed live via Zoom to facilitate participation. Prompting questions led to meaningful feedback from the community to gauge their priorities and identify areas where they would like to see future growth accommodated. This workshop was promoted on multiple channels including the City's website and social media platforms. Some of the participants present included residents, property owners and employees. During the workshop, participants highlighted housing affordability, availability, and quality as the most

urgent housing needs in the City. When asked about the housing most needed in the City, there was consensus among participants who wanted to see single-family residences. Other participants also noted the need for apartments and duplexes. Participants were also asked to provide feedback for accommodating additional housing units. Participants identified increasing density in existing neighborhoods as the best strategy.

5. Planning Commission and City Council Joint Session Public Meeting

A Joint Planning Commission and City Council Session occurred on April 20, 2021. Council and Commission members were presented the findings of the background analysis of the Housing Element in a formal setting open to the public. They were also presented the local housing needs, and the City's fair share of needed housing during the 6th Cycle Housing Period and discussed lack of affordability in the City as a major constraint, and possible options for an adequate-sites program to identify sites that can be developed within the planning period.

6. Planning Commission Public Meeting

A Planning Commission Session occurred on July 20, 2021. Planning Commission members were provided with an overview of the Housing Element, including its purpose and required components, and outreach efforts to date as well as upcoming events. The Planning Commission was also provided with the goals, policies, and potential programs. During the discussion, Commission members highlighted the need to assist lower-income households in achieving homeownership, including broader homeownership options, such as condominiums and duplexes in addition to single-family homes. Commission members also expressed an interest in developing strategies for boosting the City's competitiveness in housing related funding applications and grant programs. The Planning Commission members also highlighted the need for extensive outreach and continued inclusion of Spanish materials and presentations as well as consideration for other language needs in the City.

The outreach conducted for the update to the Housing Element, engaged a broad range of community members and stakeholders alike. The City cast a wide net to gain participation from all segments of the City's interested parties, including lower-income and special needs groups. The extensive outreach process conducted for this Housing Element update has contributed to a set of meaningful goals, policies, and programs that reflect the City's housing needs and the priorities and needs of all of those in the City, including those with special needs and lower-income populations.

7. Special Event Outreach

The City held a summer concert on August 19, 2021, to provide the community with an opportunity to engage with other community members, elected officials, and City staff. City staff hosted a booth to promote participation in the Housing Element's public review period, share information related to their new programs, educate the community, and receive feedback related to fair housing survey questions. In addition, the fair welcomed many food and craft vendors as well as a popular band, the Cold Duck. The City advertised the event by promoting it on their website, in the local newspapers, and through social media avenues. All residents were welcomed to participate in this event and accommodations were generally available for those who needed them. The City's Planning Department setup a booth to provide the community with information about the Housing Element and Environmental Justice and Safety Element updates. Community members were offered gift cards, promotional gear, and entries into raffles in exchange for their participation. Informational and interactive poster boards asked the community to identify areas in the City with greater access to opportunity, specifically related to fair housing, and to prioritize Environmental Justice and Safety issues such as pollution exposure, air quality, access to healthy food, and physical activity. In addition to the interactive activities, the community was asked to participate in a survey. A total of 54 people participated in the survey. The survey asked participants to indicate what fair housing related issues they faced in the City. The majority of participants indicated that they do not experience any housing challenges. The second most selected response was that participants were afraid their rent would increase if they made a request for an accommodation for a household member with a disability. About 71 percent of participants are long-term residents, therefore, when asked if in the past five years they had had to move out of their residence when they did not want to move, many responded the question was not applicable to them. However, approximately 12 percent of participants indicated that rent or homeownership costs had become unaffordable.

8. Public Comments

The Housing Element 6th Cycle Public Review Draft was posted to the City's website on August 11th, 2021 and ended on September 13, 2021. In addition to posting the document to the City's website, the draft was also advertised on the City's social media platforms and during the special event summer concert on August 19th, 2021. Only one public comment was received from a City resident who provided input on affordable housing and expressed concerns with increased vehicle numbers in residential areas and vehicles speeding—relevant comments to the Housing Element Update are provided in **Table 1, Public Comment Summary**. Frequent comments received during the public engagement period through online surveys, community workshops, and stakeholder interviews indicate City residents and stakeholders are concerned about the availability of senior housing, lack of affordable housing and a need for multi-family housing. These comments were incorporated and addressed through programs in the Housing Element, specifically, **Programs 2, 3, 6, 9, 10, 26, and 28**. The City is also committed to continuing to engage the public throughout the planning period and work with the public, developers, and relevant agencies, and organizations to foster citywide discussions on housing supply, affordability, and Fair Housing.

Table 1. Public Comment Summary	
Comment	Response
Affordable housing is necessary in this city and throughout the county/country. Single Homes are fantastic, the conversion of garages for living is also fantastic and practical, but the parking of vehicles can be limited. Some streets are beginning to look like parking lots.	The City implements parking requirements and standards for Accessory Dwelling Units and allows for the conversion of garages to ADUs consistent with state law. Program 5 the Housing Element addresses updates regarding the ADU regulations and an incentive for affordable ADUs.
Are the new housing complexes equipped with plenty of residential parking areas. Are parking garages being considered?	The City is responsible for identifying capacity to accommodate new development and removing governmental constraints to development. Through Program 3, the City will evaluate and amend the residential parking standards for multi-family residential uses in all zones where multi-family uses are permitted. The City will make any necessary Zoning Code revisions to ensure that parking standards for multi-family housing do not pose a constraint to the development of housing.
Are these new housing complexes equipped with mini playgrounds for the kids?	Open Space requirements for multi-family development have been identified as a constraint and are addressed though Program 3. However, the City will be looking for more creative solutions to address recreational needs in manner that doesn't impose development constraints.
California is in a drought, is the city taking this into consideration with more residents, more water use?	The City considered infrastructure capacity including water supply and demand during the 2021 – 2029 planning period and beyond. The water purveyor has identified adequate water supply to meet the demands through the 2040-planning horizon which considers projected population growth. Further, Program 27 of the Housing Element commits the City to coordination with local water providers to ensure priority service for affordable housing developments.

9. Presentation Materials

The following sections provides an overview and copy of the presentation materials used during the Planning Commission and City Council Joint Session, Planning Commission Public Meeting, Virtual Public Workshop, results from the online survey, and material from the Special Event Outreach.

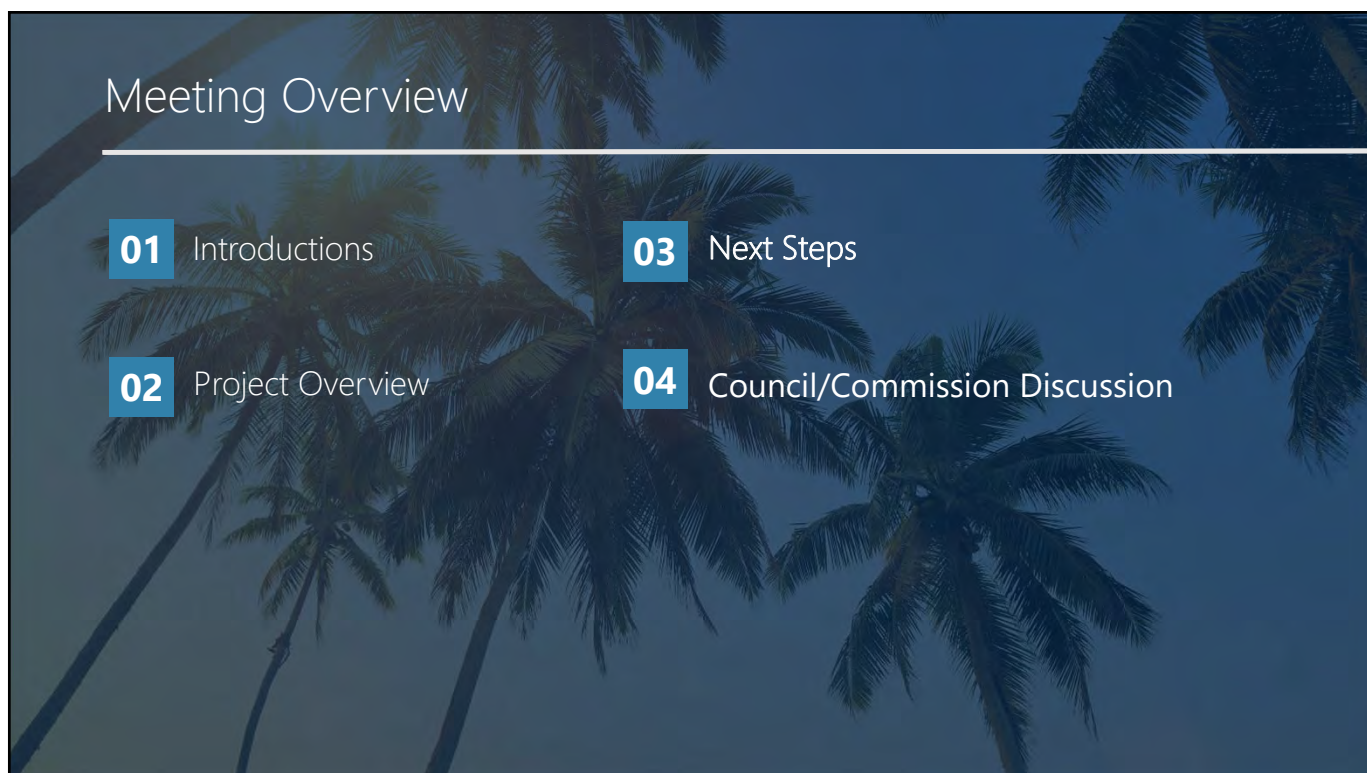
9.1 Planning Commission and City Council Joint Session

The first Joint Planning Commission and City Council Session occurred on April 20, 2021. A copy of the PowerPoint used for the presentation is provided below [Exhibit A]. The PowerPoint provided a detailed description regarding what a Safety, Environmental Justice, and Housing Element entail, as well as a brief overview of how the City is assigned their Regional Housing Needs Assessment allocation.

Exhibit A



1



2

01

Introductions

3

Meet the Team



COLBY CATALDI
Community
Development Director

IAN MCALEESE
City Project Manager

DUDEK

ASHA BLEIER
Project Manager

ERIKA VAN SICKEL
Lead Planner

HENRY ECKOLD
Planner

4

4

02

Project Overview

5

What is a SAFETY ELEMENT?

A set of goals, policies, and actions that address both natural and human caused hazards related to air pollution, extreme heat, flooding, earthquakes, hazardous materials, wildfires, and the potential role of climate change.



6

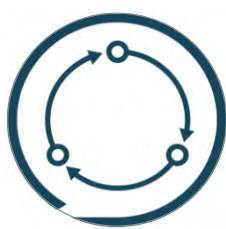
6

What is the purpose of the Safety Element?



Mitigation

- Reducing or stabilizing the hazard



Preparedness

- Readiness in the event of an emergency



Response

- Stabilizing an emergency event



Recovery

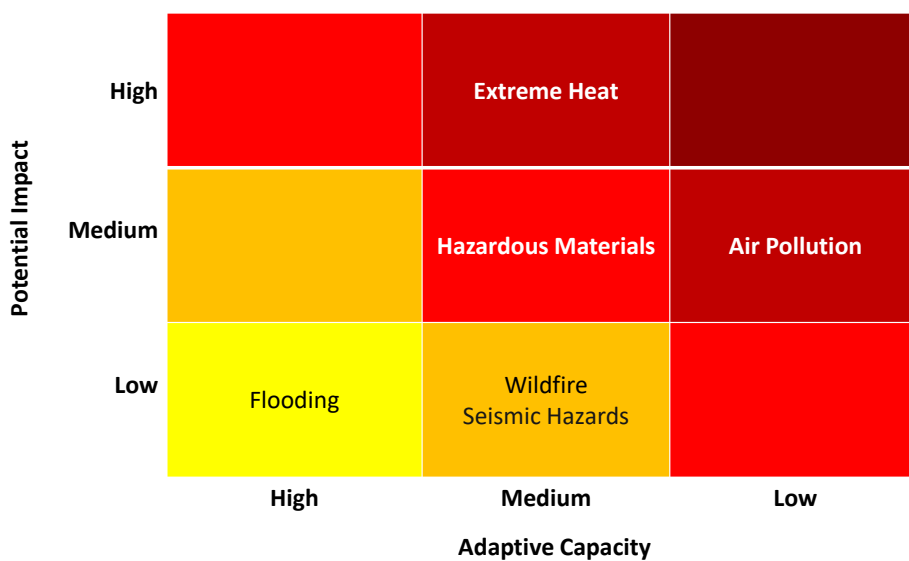
- Steps to build back better after an event



7

7

What are South El Monte's Risks?



8

8

What is the ENVIRONMENTAL JUSTICE ELEMENT?

What is Environmental Justice?

The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of laws, regulations, and policies.

9

9

What is the ENVIRONMENTAL JUSTICE ELEMENT?

What is the purpose of the Environmental Justice plan?



Improve health, air quality, food choices, parks, safety, streets, sidewalks in environmental justice communities (EJCs)



Promote getting involved in your local government so you can affect change for ***your neighborhood.***



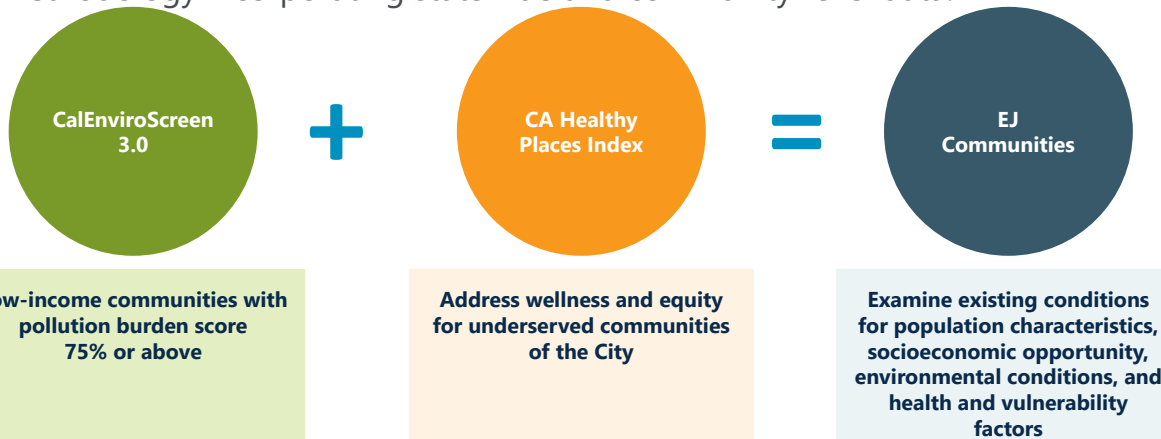
Making improvements happen through programs.

10

10

Identifying Environmental Justice

Within the City's jurisdiction, EJs are identified through a customized methodology incorporating statewide and community-level data:



11

11

What is a HOUSING ELEMENT?

A set of goals, policies, and actions that address the housing needs of all current and anticipated residents at all income levels over eight-years (2021-2029)



12

12

What is the purpose of the Housing Element?

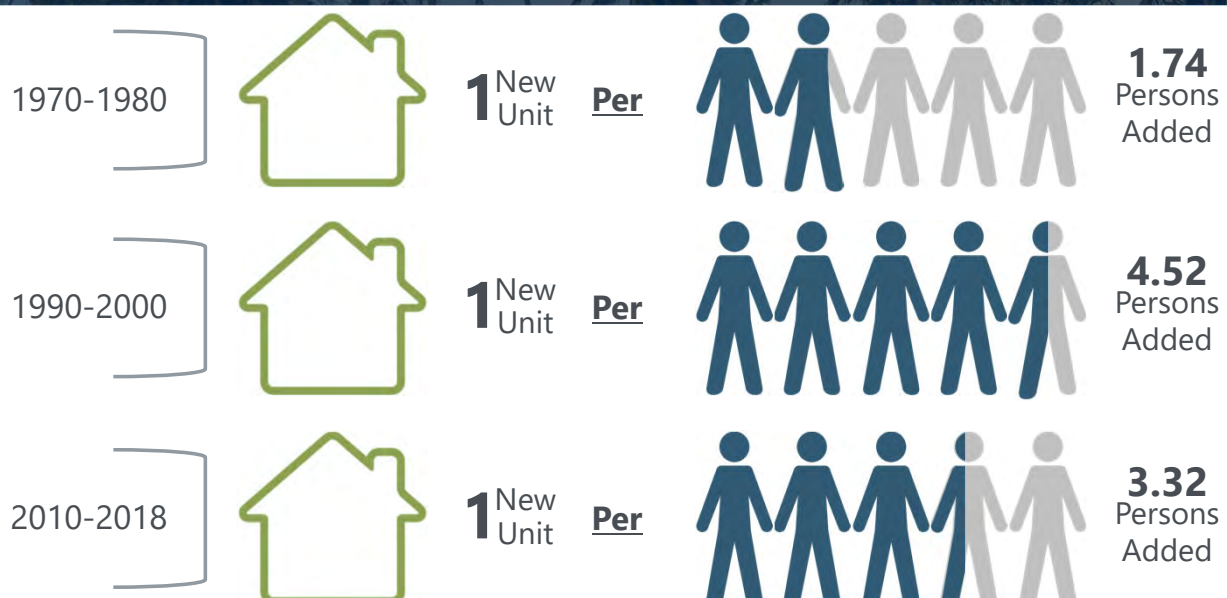
- Identify housing needs
- Identify barriers to housing production
- Analyze and further Fair Housing
- Identify sites available for housing
- Identify programs and actions to meet the needs
- Facilitate housing production on sites identified



13

13

What does the data show?



14

14

What does the data show?



Overcrowding

- Within Households



Changing Population

- Changing Needs
- Older adults



Affordability

- Housing Overpayment



Housing Options

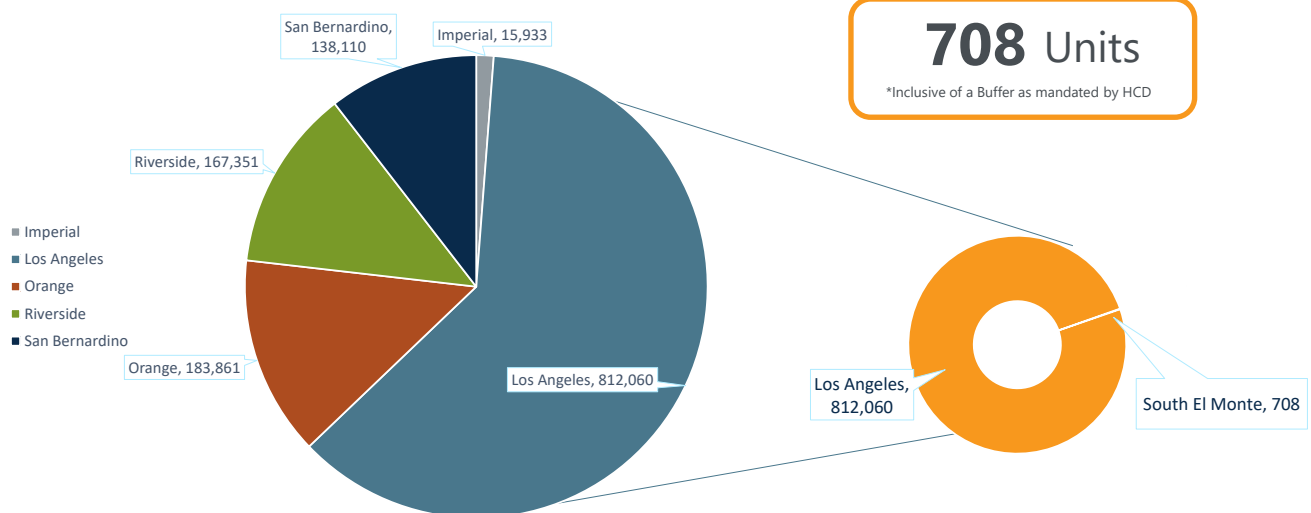
- Housing Supply
- Low Vacancy



15

15

How many housing units does South El Monte have to plan for?



16

16

Addressing the RHNA Allocation

Site Inventory Requirements

- Vacant Sites/Underutilized
- Size Constraints - 0.5 acres – 10 acres
- IL Ratio – Structure Value compared to Land Value
- Building Age – 1970's and older
- Minimum Densities – 30 du/ac for lower-income sites
- Realistic Capacity – must be based either on:
 - Past density trends near max allowable density in zone;
 - Minimum densities

17

17

Tools in the Toolbox



Regulations

By-Right
Processing

Objective Design
Standards

Reduced Parking

Incentives

Bonuses (density
and FAR)

Streamlining

Regulatory Relief

18

18

Council/Commission

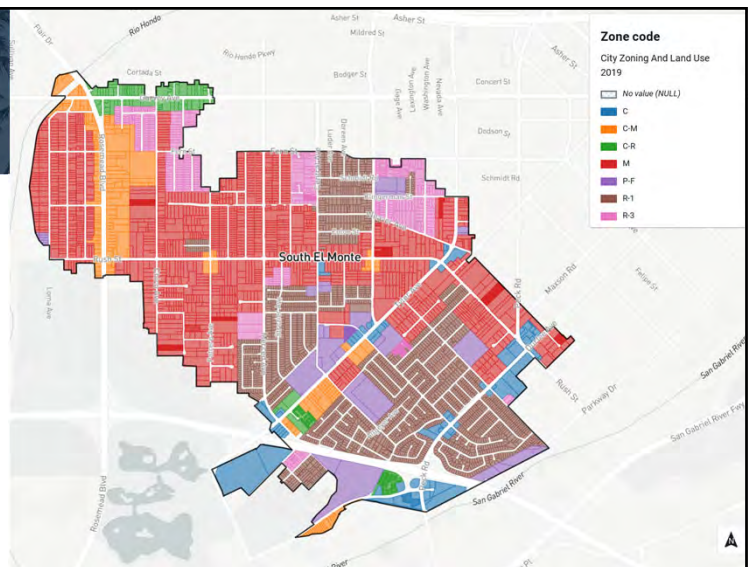
Any questions before we proceed?



19

Where are we today?

- 51% of the City is zoned for Manufacturing/Commercial-Manufacturing
 - M: 773 acres; C-M: 118 acres
- 20% is zoned for Low-Density Residential
 - R-1 (8 du/ac); 347 acres
- 9% is zoned for Medium-Density Residential
 - R-3 (16 du/ac); 162 acres
- 2% is zoned for Mixed-Use
 - C-R (varying densities from 35-100 du/ac); 46 acres



20

20

Where are we today?

Underutilized Sites in each zone

Underutilized Sites Criteria

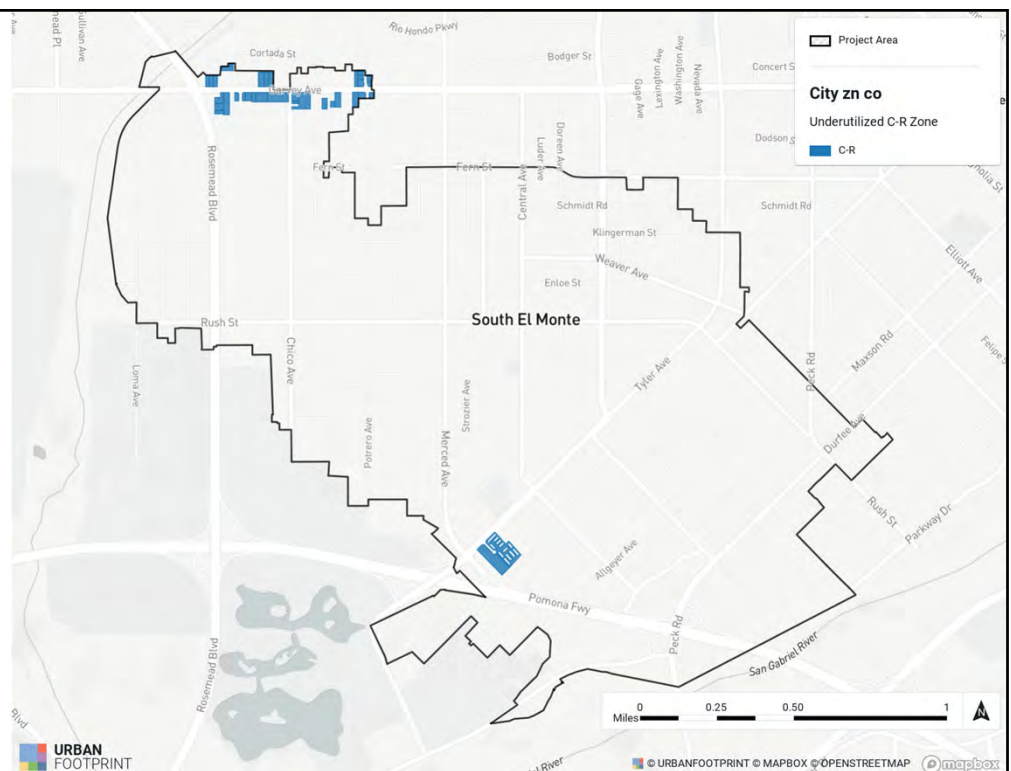
- Building was built prior to 1970
- Improvement to Land Value Ratio is less than 1



21

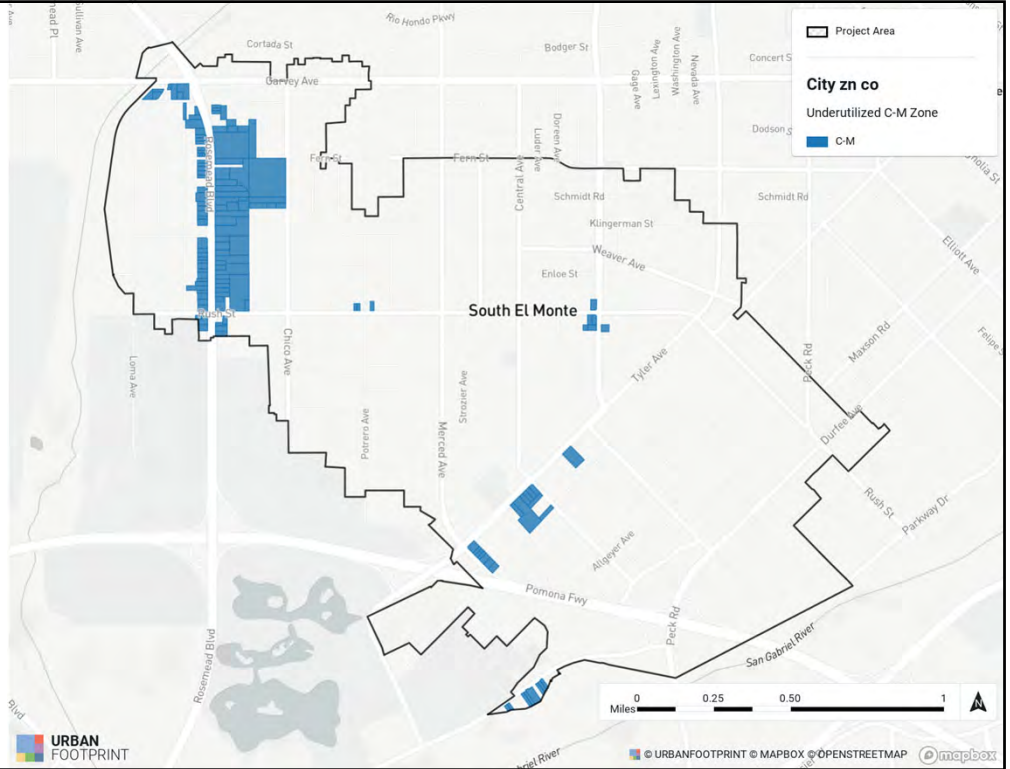
21

Underutilized Sites in the "C-R" Commercial-Residential Zone



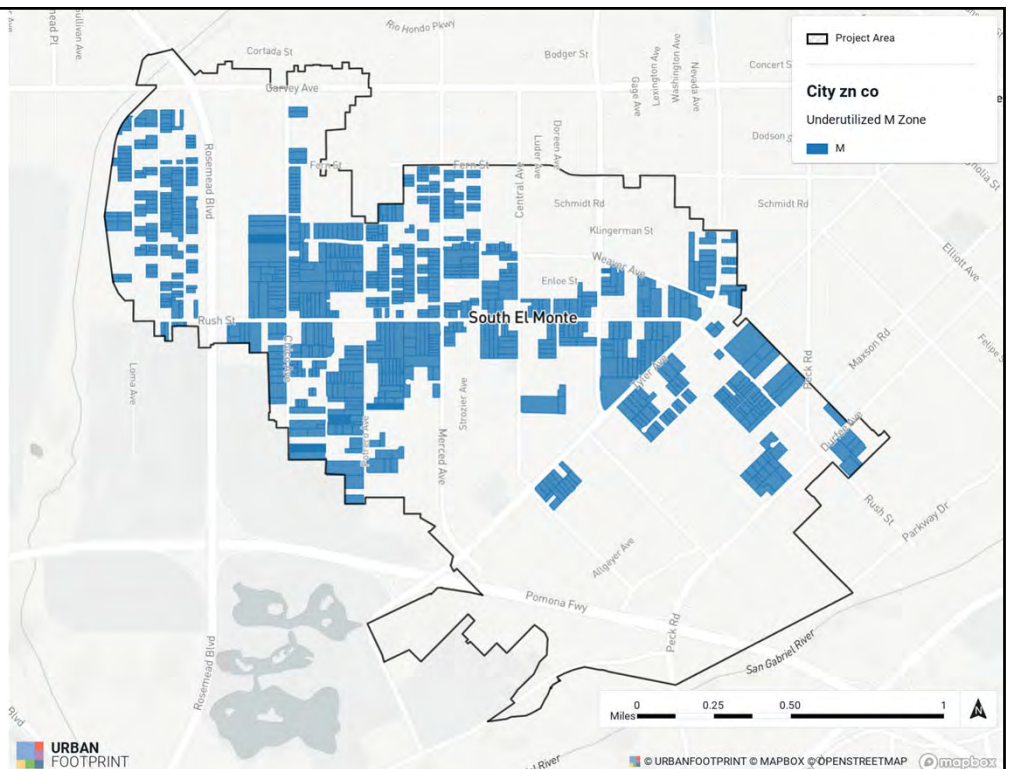
22

Underutilized Sites in
the “C-M”
Commercial-
Manufacturing Zone
(134 of 189 sites)



23

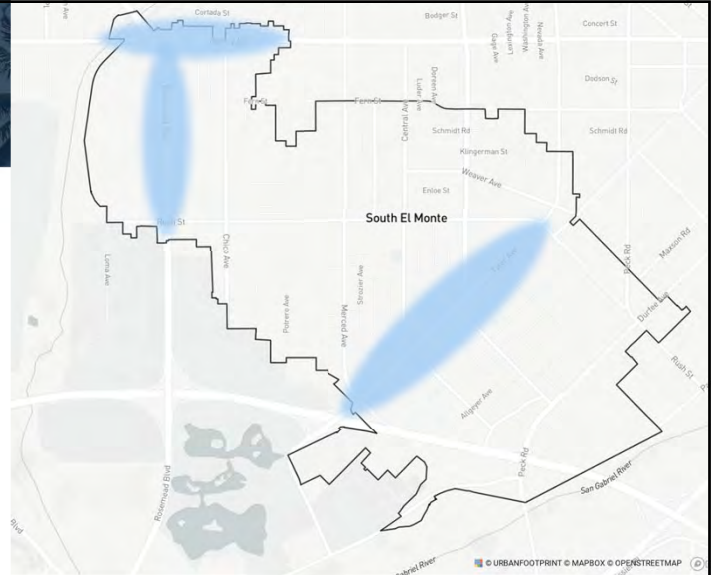
Underutilized Sites in the
“M” Manufacturing Zone
(925 of 1,441 sites)



24

Where are the opportunities?

- Accessory Dwelling Units
- Potential New Development Opportunity Areas
 - **Increase Residential Opportunities Along Key Corridors**
 - **Increase Residential Zone Densities and Minimums**
 - **Other ideas?**



25

25

Council/Commission

Do you have any thoughts or ideas about how to best accommodate the housing need?



26

03

Next Steps

27

Next Steps

We are here in the process...



COLLECTING
DATA



DEFINING
COMMUNITY
PRIORITIES



CONDUCTING
OUTREACH

28

28

Next Steps



PLAN
PREPARATION



PUBLIC
REVIEW



ADDRESS
COMMENTS



PUBLIC
HEARINGS

29

29

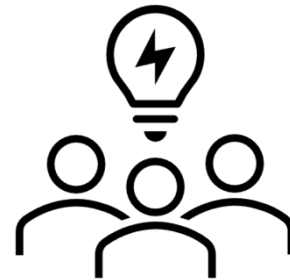
04

Council/Commission Discussion

30

Questions for Council/Commission

What have you heard from the community are the biggest **safety** issues?

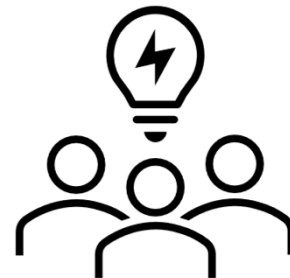


31

31

Questions for Council/Commission

What have you heard from the community are the biggest **housing** needs and priorities?

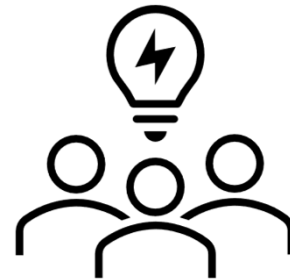


32

32

Questions for Council/Commission

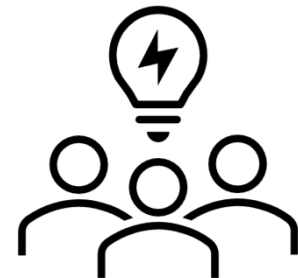
What specific barriers, challenges, or factors do you think adversely affect housing production in South El Monte?



33

33

Any other questions or comments?



34

34

DUDEK

Thank You

9.2 Virtual Public Workshop

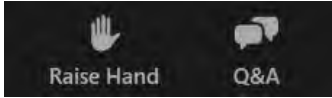
A virtual community meeting was held on June 29, 2021 and allowed interested parties to be engaged in a more formal setting where they learned about the planning process, the components of the Housing Element, and the importance of their role in the development of the plan. Although the presentation below is in English, during the meeting, the information was presented both in English and Spanish [Exhibit B].

Exhibit B

While we are waiting to start...



Let's get familiar with Zoom

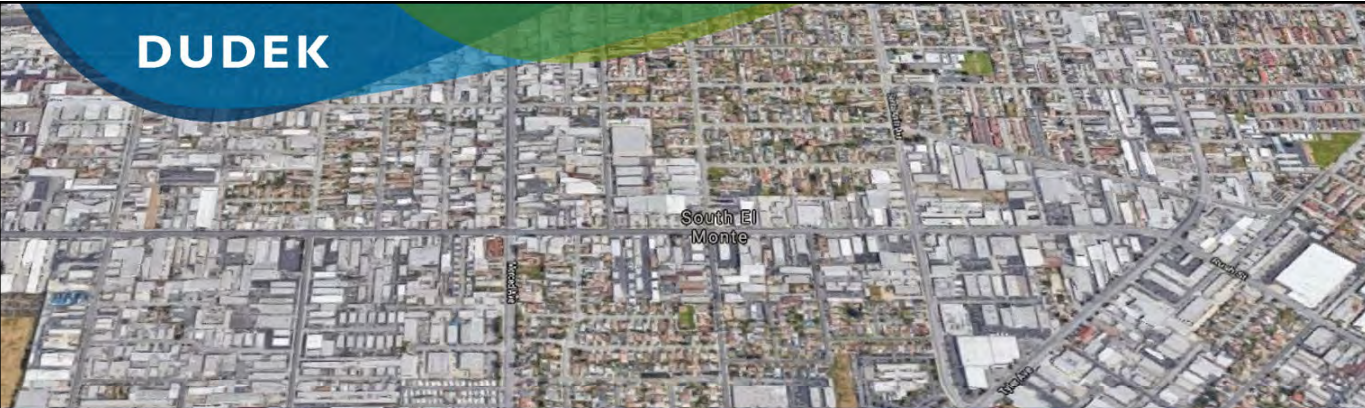


Raise your hand if you need to be unmuted

Use the Q&A to ask questions

1

1



DUDEK

South El Monte

South El Monte Housing Element Update

Public Meeting



PRESENTED BY THE CITY OF SOUTH EL MONTE

JUNE 29, 2021

2

Project Team



Colby Cataldi

Community Development
Director

Ian McAleese

City Project Manager

Angie Hernandez

Community Development
Executive Assistant

DUDEK

Erika Van Sickle

Lead Planner

Elizabeth Dickson

Project Manager

3

3

Overview

01 Project Overview

03 Next Steps

02 Local Context

04 Discussion

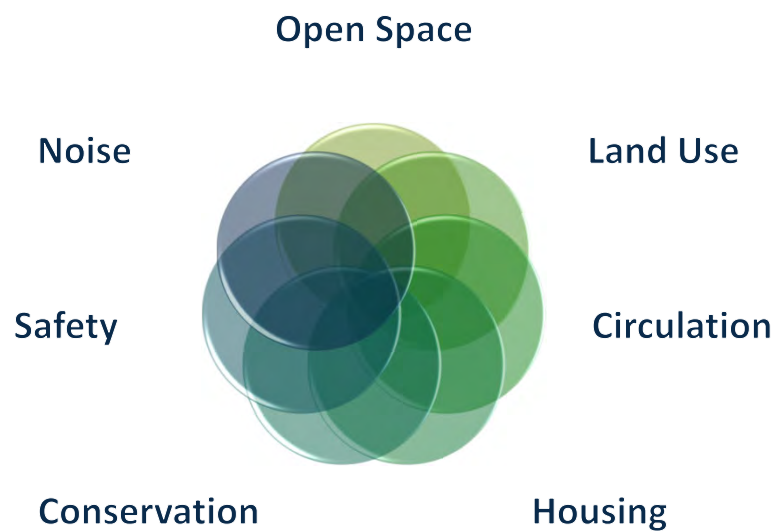
4

01

Project Overview

5

What is the General Plan?



6

6

What is the Housing Element?

A set of goals, policies, and actions that address the housing needs of all current and anticipated residents at all income levels over eight-years (2021-2029)



7

7

What is the purpose of the Housing Element?

Housing Needs

Fair Housing Analysis

Development Barriers

Available Land and Infrastructure

Goals, Policies, and Actions

8

8

02

Local Context

9

How is the housing need determined?



Determination of "fair share" for each region starts with the State

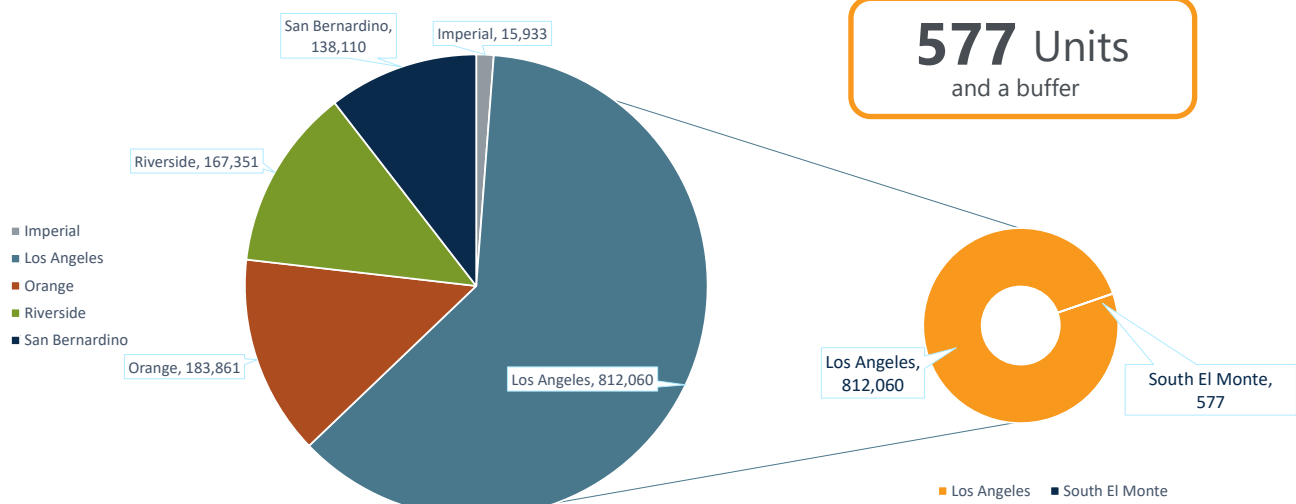
The Southern California Association of Governments (SCAG) determines the allocation within their 6 counties



10

10

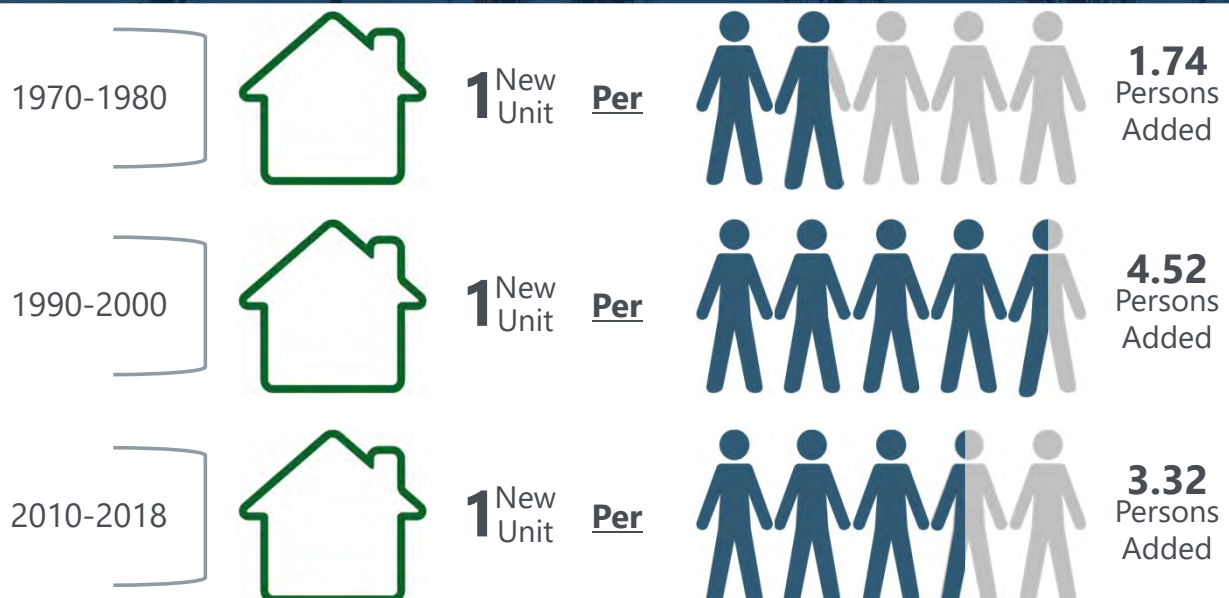
How many housing units does South El Monte have to plan for?



11

11

What does the data show?



12

12

What does the data show?



Overcrowding

- Within Households



Changing Population

- Changing Needs
- Older adults



Affordability

- Housing Overpayment



Housing Options

- Housing Supply
- Low Vacancy



13

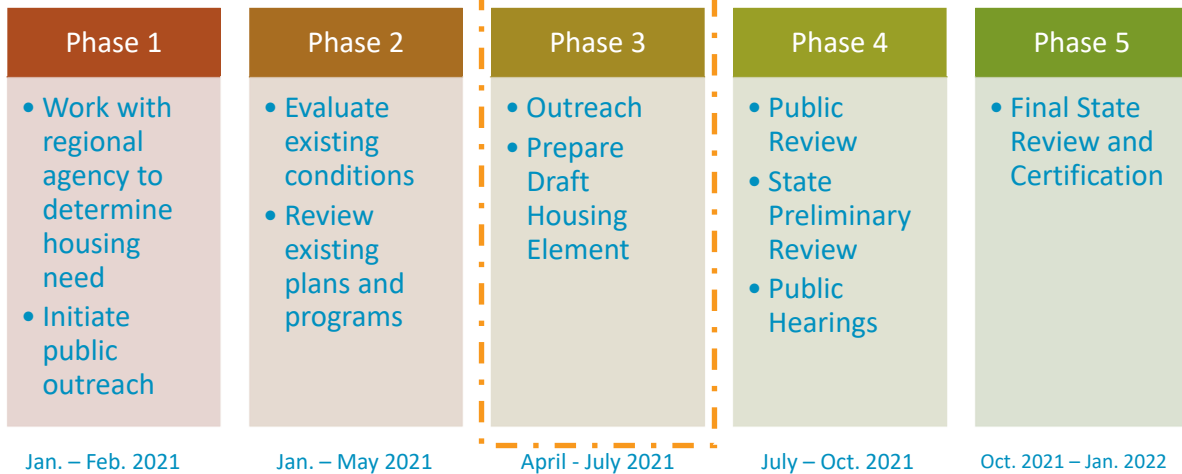
13

03

Next Steps

14

Housing Element Timeline



Ongoing Public Engagement

15

15

04

Discussion

16

Further Questions?

Contact:

Ian McAleese, Assistant Planner
imcaleese@soelmonte.org

Thank You

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9.3 Online Survey Results

The responses and individual results of the online survey are provided below [Exhibit C].

Exhibit C

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, June 22, 2021 9:11:13 AM
Last Modified: Tuesday, June 22, 2021 9:14:49 AM
Time Spent: 00:03:35

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **65+**

What is your age range

Q4 **Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Affordability,**
Other (please specify):
n.a

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**

Do you own or rent your home?

Q7 **I cannot currently find a home that suits my quality standards**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 **Single family home**

Select the type of housing that best describes your current living situation.

Q9 Couple (no children in the home)

Which best describes your household type?

Q10 Single family

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Homelessness,
Overcrowding

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Offer more rent-restricted, affordable senior housing

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Maintenance issues not fixed,
Long-term residents can't stay in community

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Allow more housing in single-family neighborhoods

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 25, 2021 11:42:01 AM
Last Modified: Friday, June 25, 2021 11:50:26 AM
Time Spent: 00:08:25

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **45-64**

What is your age range

Q4 **Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Born and raised here**

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**

Do you own or rent your home?

Q7 **Other/Does not apply to me (please specify):**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

I am a homeowner

Q8 **Single family home**

Select the type of housing that best describes your current living situation.

Q9

Which best describes your household type?

Multi-generational (3 or more generations in the same home)

Q10

What type of housing is most needed in South El Monte?

Single family

Q11

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Housing proximity to services and resources or high paying jobs

,

Housing quality

Q12

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Provide retrofitting assistance to make homes more age-friendly

Q13

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

I'm not sure/Other (please specify):

Not sure

Q14

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 25, 2021 12:38:34 PM
Last Modified: Friday, June 25, 2021 12:41:07 PM
Time Spent: 00:02:32

Page 1

Q1 I am a current resident,
 I own property in South El Monte
 What is your interest in housing in South El Monte? Check all that apply.

Q2 2-5 years
 How long have you lived in South El Monte?

Q3 25-44
 What is your age range

Q4 Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)
 How would you rate the physical condition of the home you live in?

Q5 Close to family and friends,
 Affordability,
 City services and programs,
 Close to work
 Why have you chosen to live in South El Monte? Select all that apply.

Q6 Own
 Do you own or rent your home?

Q7 Other/Does not apply to me (please specify):
 Have home
 If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8

Single family home

Select the type of housing that best describes your current living situation.

Q9

Living alone

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

Housing affordability,

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Housing availability,

Homeownership

Q12

Support construction of more retirement communities

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13

Neighborhood businesses closing

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14

Increase housing opportunities along commercial corridors

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

,

Allow more housing in single-family neighborhoods,

Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 25, 2021 3:07:40 PM
Last Modified: Friday, June 25, 2021 3:13:25 PM
Time Spent: 00:05:44

Page 1

Q1 I am a current resident,
 What is your interest in housing in South El Monte? Check I own property in South El Monte
 all that apply.

Q2 10+ years
 How long have you lived in South El Monte?

Q3 45-64
 What is your age range

Q4 Shows signs of minor deferred maintenance (e.g.
 How would you rate the physical condition of the home you peeling paint, chipped stucco, etc.)
 live in?

Q5 Close to family and friends,
 Why have you chosen to live in South El Monte? Select all Affordability
 that apply.

Q6 Own
 Do you own or rent your home?

Q7 I cannot find a home within my target price range
 If you wish to own a home in South El Monte, but do not,
 what issues are preventing you at this time? Mark all that
 apply.

Q8 Single family home
 Select the type of housing that best describes your current
 living situation.

Q9 Couple with children in the home

Which best describes your household type?

Q10 Accessory Dwelling Units (granny flat or guest house)

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Housing availability,
Homeownership

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Provide housing payment assistance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Sudden lease termination,
Eviction

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units),
Increase density (e.g. allow taller buildings with more housing units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 25, 2021 6:58:18 PM
Last Modified: Friday, June 25, 2021 7:07:14 PM
Time Spent: 00:08:56

Page 1

Q1

What is your interest in housing in South El Monte? Check all that apply.

**I am a current resident,
I work in South El Monte**

Q2

How long have you lived in South El Monte?

10+ years**Q3**

What is your age range

18-24**Q4**

How would you rate the physical condition of the home you live in?

**Needs one or more modest rehabilitation improvements
(e.g. new roof, new siding, etc.)**

Q5

Why have you chosen to live in South El Monte? Select all that apply.

Born and raised here**Q6**

Do you own or rent your home?

Own**Q7**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

**Other/Does not apply to me (please specify):
already live in one**

Q8

Select the type of housing that best describes your current living situation.

Single family home

Q9 Couple with children in the home

Which best describes your household type?

Q10 Single family

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Housing availability,
Overcrowding

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Locate senior housing where services are within walking distance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Sudden lease termination,
Eviction

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Increase housing opportunities along commercial corridors
,
Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, June 26, 2021 10:07:16 AM
Last Modified: Saturday, June 26, 2021 10:10:56 AM
Time Spent: 00:03:39

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **25-44**

What is your age range

Q4 **Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Born and raised here,**
Close to work

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**

Do you own or rent your home?

Q7 **I cannot find a home within my target price range,**
I currently do not have the financial resources for an adequate monthly mortgage payment

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 **Single family home**

Select the type of housing that best describes your current living situation.

Q9

Which best describes your household type?

Multi-generational (3 or more generations in the same home)

Q10

What type of housing is most needed in South El Monte?

Single family

Q11

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

**Housing affordability,
Overcrowding,
Gentrification**

Q12

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Provide housing payment assistance

Q13

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

**Sudden rent increase,
Long-term residents can't stay in community**

Q14

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

**Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)**

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, June 26, 2021 12:48:38 PM
Last Modified: Saturday, June 26, 2021 12:58:26 PM
Time Spent: 00:09:48

Page 1

Q1 I am a current resident

What is your interest in housing in South El Monte? Check all that apply.

Q2 0-2 years

How long have you lived in South El Monte?

Q3 25-44

What is your age range

Q4 Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)

How would you rate the physical condition of the home you live in?

Q5 Close to family and friends

Why have you chosen to live in South El Monte? Select all that apply.

Q6 Live with other household (neither own or rent)

Do you own or rent your home?

Q7 I cannot find a home that suits my needs (e.g. size, disability accommodations, etc.)
 ,
 I do not currently have the financial resources for an appropriate down payment
 ,
 I cannot currently find a home that suits my quality standards

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8**Single family home**

Select the type of housing that best describes your current living situation.

Q9**Couple (no children in the home)**

Which best describes your household type?

Q10**Single family**

What type of housing is most needed in South El Monte?

Q11**Housing affordability,**

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Overcrowding,**Housing quality****Q12****Provide retrofitting assistance to make homes more age-friendly**

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13**Eviction,**

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Maintenance issues not fixed,**Long-term residents can't stay in community****Q14****Increase housing opportunities along commercial corridors**

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

,**Allow more housing in single-family neighborhoods**

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, June 27, 2021 9:30:09 AM
Last Modified: Sunday, June 27, 2021 9:38:29 AM
Time Spent: 00:08:20

Page 1

Q1

I am a current resident

What is your interest in housing in South El Monte? Check all that apply.

Q2

5-10 years

How long have you lived in South El Monte?

Q3

25-44

What is your age range

Q4

Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)

How would you rate the physical condition of the home you live in?

Q5

Close to family and friends,

Why have you chosen to live in South El Monte? Select all that apply.

Affordability,

Quality of local schools,

Close to work,

Other (please specify):

Parks

Q6

Own

Do you own or rent your home?

Q7

I cannot find a home within my target price range

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8

Single family home

Select the type of housing that best describes your current living situation.

Q9

Couple with children in the home

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Housing proximity to services and resources or high paying jobs

Housing quality,

Homeownership

Q12

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Connect seniors to creative living scenarios (e.g., shared living spaces)

Q13

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Sudden rent increase,

Eviction,

Maintenance issues not fixed

Q14

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

Increase housing opportunities along commercial corridors

Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

Increase density (e.g. allow taller buildings with more housing units)

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, June 27, 2021 5:27:01 PM
Last Modified: Sunday, June 27, 2021 5:41:09 PM
Time Spent: 00:14:08

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **45-64**

What is your age range

Q4 **Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)**
How would you rate the physical condition of the home you live in?

Q5 **Affordability**
Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**
Do you own or rent your home?

Q7 **Other/Does not apply to me (please specify):**
If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.
I own

Q8 **Single family home**
Select the type of housing that best describes your current living situation.

Q9 **Couple with children in the home**

Which best describes your household type?

Q10 Other (please specify):
What type of housing is most needed in South El Monte? None, the last multifamily building did not add enough parking and now they are swamping the street. Leaving their trash and leaving no space to park in the street. NOT ACCEPTABLE!!!

Q11 **Overcrowding,**
Gentrification,
What do you believe are the most urgent housing concern in South El Monte (select up to 3)? Other/Does not apply to me (please specify):
There is not enough water. There is not enough electricity. Stop growth is there is not enough resources.

Q12 Other (please specify):
What do you believe is the best way to address the living and housing needs of older adults or seniors? No need, you are only burdening the tax payer which will refuse to want to live in South El Monte.

Q13 I'm not sure/Other (please specify):
Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)? This question is too vague. In regards to question 14, the City of South El Monte should not add additional housing. But if they are forced by the county, they eminent domain Lake Lake park and convert it it to a high rise building with multi-use shopping. I choose none for question 14.

Q14 **Allow more housing in single-family neighborhoods**
The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, June 27, 2021 11:22:38 PM
Last Modified: Sunday, June 27, 2021 11:25:12 PM
Time Spent: 00:02:34

Page 1

Q1 I am a current resident

What is your interest in housing in South El Monte? Check all that apply.

Q2 10+ years

How long have you lived in South El Monte?

Q3 25-44

What is your age range

Q4 Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)

How would you rate the physical condition of the home you live in?

Q5 Close to family and friends

Why have you chosen to live in South El Monte? Select all that apply.

Q6 Rent

Do you own or rent your home?

Q7 I do not currently have the financial resources for an appropriate down payment
,
I currently do not have the financial resources for an adequate monthly mortgage payment

Q8

Single family home

Select the type of housing that best describes your current living situation.

Q9

Couple with children in the home

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

Housing affordability,

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Housing availability,

Homelessness

Q12

Provide housing payment assistance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13

Maintenance issues not fixed

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14

Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, June 28, 2021 2:45:48 PM
Last Modified: Monday, June 28, 2021 3:05:03 PM
Time Spent: 00:19:15

Page 1

Q1 I am a current resident,
 What is your interest in housing in South El Monte? Check I own property in South El Monte
 all that apply.

Q2 10+ years
 How long have you lived in South El Monte?

Q3 45-64
 What is your age range

Q4 Needs one or more modest rehabilitation improvements
 How would you rate the physical condition of the home you (e.g. new roof, new siding, etc.)
 live in?

Q5 Close to family and friends
 Why have you chosen to live in South El Monte? Select all
 that apply.

Q6 Own
 Do you own or rent your home?

Q7 I cannot find a home within my target price range,
 If you wish to own a home in South El Monte, but do not, I currently do not have the financial resources for an
 what issues are preventing you at this time? Mark all that adequate monthly mortgage payment
 apply. ,
 I do not qualify for a loan

Q8

Single family home

Select the type of housing that best describes your current living situation.

Q9

Couple with children in the home

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

Housing affordability,

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Overcrowding,

Housing quality

Q12

Provide housing payment assistance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13

Neighborhood businesses closing

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14

Allow more housing in single-family neighborhoods

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 30, 2021 9:15:49 AM
Last Modified: Wednesday, June 30, 2021 9:19:46 AM
Time Spent: 00:03:57

Page 1

Q1

What is your interest in housing in South El Monte? Check all that apply.

I am a current resident,
I work in South El Monte

Q2

How long have you lived in South El Monte?

0-2 years**Q3**

What is your age range

25-44**Q4**

How would you rate the physical condition of the home you live in?

Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)

Q5

Why have you chosen to live in South El Monte? Select all that apply.

Born and raised here,
Close to family and friends

Q6

Do you own or rent your home?

Rent**Q7**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Other/Does not apply to me (please specify):
Will inherit home currently living in.

Q8

Select the type of housing that best describes your current living situation.

Single family home

Q9 Couple with children in the home

Which best describes your household type?

Q10 Accessory Dwelling Units (granny flat or guest house)

What type of housing is most needed in South El Monte?

Q11 Housing quality

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Support construction of more retirement communities

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Neighborhood businesses closing

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Increase housing opportunities along commercial corridors
,
Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)
,
Increase density (e.g. allow taller buildings with more housing units)

#13

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 30, 2021 11:13:23 AM
Last Modified: Wednesday, June 30, 2021 11:18:08 AM
Time Spent: 00:04:45

Page 1

Q1 I am a current resident

What is your interest in housing in South El Monte? Check all that apply.

Q2 10+ years

How long have you lived in South El Monte?

Q3 25-44

What is your age range

Q4 Needs one or more modest rehabilitation improvements (e.g. new roof, new siding, etc.)

How would you rate the physical condition of the home you live in?

Q5 Born and raised here

Why have you chosen to live in South El Monte? Select all that apply.

Q6 Own

Do you own or rent your home?

Q7 I do not currently have the financial resources for an appropriate down payment

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 Single family home

Select the type of housing that best describes your current living situation.

Q9 Couple with children in the home

Which best describes your household type?

Q10 Single family

What type of housing is most needed in South El Monte?

Q11 Housing availability,
Overcrowding,
Homeownership

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Offer more rent-restricted, affordable senior housing

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Maintenance issues not fixed

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Allow more housing in single-family neighborhoods

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 30, 2021 10:06:21 PM
Last Modified: Wednesday, June 30, 2021 10:14:50 PM
Time Spent: 00:08:29

Page 1

Q1

I am a current resident

What is your interest in housing in South El Monte? Check all that apply.

Q2

10+ years

How long have you lived in South El Monte?

Q3

45-64

What is your age range

Q4

Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)

How would you rate the physical condition of the home you live in?

Q5

Born and raised here,
 Close to family and friends,
 Close to work

Why have you chosen to live in South El Monte? Select all that apply.

Q6

Live with other household (neither own or rent)

Do you own or rent your home?

Q7

I cannot find a home within my target price range,
 I do not currently have the financial resources for an appropriate down payment

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8

Accessory dwelling unit (granny flat or guest house)

Select the type of housing that best describes your current living situation.

Q9

Multi-generational (3 or more generations in the same home)

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

Housing affordability

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12

Offer more rent-restricted, affordable senior housing

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13

Long-term residents can't stay in community

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14

Increase housing opportunities along commercial corridors

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 30, 2021 10:13:11 PM
Last Modified: Wednesday, June 30, 2021 10:20:41 PM
Time Spent: 00:07:30

Page 1

Q1 I am a current resident

What is your interest in housing in South El Monte? Check all that apply.

Q2 5-10 years

How long have you lived in South El Monte?

Q3 45-64

What is your age range

Q4 Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)
How would you rate the physical condition of the home you live in?

Q5 Affordability
Why have you chosen to live in South El Monte? Select all that apply.

Q6 Rent
Do you own or rent your home?

Q7 I cannot find a home within my target price range,
I do not currently have the financial resources for an appropriate down payment
If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 Multifamily Home (Apartment or Condo)
Select the type of housing that best describes your current living situation.

Q9 Couple with children in the home

Which best describes your household type?

Q10 Condominiums (multifamily ownership)

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Housing availability,
Homeownership

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Offer more rent-restricted, affordable senior housing

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Sudden lease termination

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Increase housing opportunities along commercial corridors
,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 01, 2021 9:10:09 AM
Last Modified: Thursday, July 01, 2021 9:15:42 AM
Time Spent: 00:05:33

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **25-44**

What is your age range

Q4 **Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)**
How would you rate the physical condition of the home you live in?

Q5 **Born and raised here**
Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**
Do you own or rent your home?

Q7 **Other/Does not apply to me (please specify):**
Does not apply to me
If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 **Single family home**
Select the type of housing that best describes your current living situation.

Q9 Couple with children in the home

Which best describes your household type?

Q10 Single family

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Homelessness,
Housing quality

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Locate senior housing where services are within walking distance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Maintenance issues not fixed,
Long-term residents can't stay in community

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 01, 2021 11:26:37 AM
Last Modified: Thursday, July 01, 2021 11:31:10 AM
Time Spent: 00:04:33

Page 1

Q1 I am a current resident,
What is your interest in housing in South El Monte? Check I own property in South El Monte
all that apply.

Q2 2-5 years
How long have you lived in South El Monte?

Q3 25-44
What is your age range

Q4 Excellent condition
How would you rate the physical condition of the home you live in?

Q5 Quality of housing,
Why have you chosen to live in South El Monte? Select all Close to work
that apply.

Q6 Own
Do you own or rent your home?

Q7 Other/Does not apply to me (please specify):
If you wish to own a home in South El Monte, but do not, Does not apply to me
what issues are preventing you at this time? Mark all that apply.

Q8 Single family home
Select the type of housing that best describes your current living situation.

Q9 Couple (no children in the home)

Which best describes your household type?

Q10 Condominiums (multifamily ownership)

What type of housing is most needed in South El Monte?

Q11 Overcrowding,
Homeownership

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Connect seniors to creative living scenarios (e.g., shared living spaces)

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)
,
Increase density (e.g. allow taller buildings with more housing units)

#18

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 08, 2021 11:00:55 AM
Last Modified: Thursday, July 08, 2021 11:05:00 AM
Time Spent: 00:04:05

Page 1

Q1 I own property in South El Monte

What is your interest in housing in South El Monte? Check all that apply.

Q2 10+ years

How long have you lived in South El Monte?

Q3 45-64

What is your age range

Q4 Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)

How would you rate the physical condition of the home you live in?

Q5 Born and raised here

Why have you chosen to live in South El Monte? Select all that apply.

Q6 Own

Do you own or rent your home?

Q7 Other/Does not apply to me (please specify):
N/a

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 Single family home

Select the type of housing that best describes your current living situation.

Q9

Which best describes your household type?

Multi-generational (3 or more generations in the same home)

Q10

What type of housing is most needed in South El Monte?

Single family

Q11

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

**Housing affordability,
Housing availability,
Overcrowding**

Q12

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Provide retrofitting assistance to make homes more age-friendly

Q13

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

**Long-term residents can't stay in community,
Neighborhood businesses closing,
I'm not sure/Other (please specify):
Too much industrial businesses**

Q14

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

**Increase housing opportunities along commercial corridors
,
Allow more housing in single-family neighborhoods,
Increase density (e.g. allow taller buildings with more housing units)**

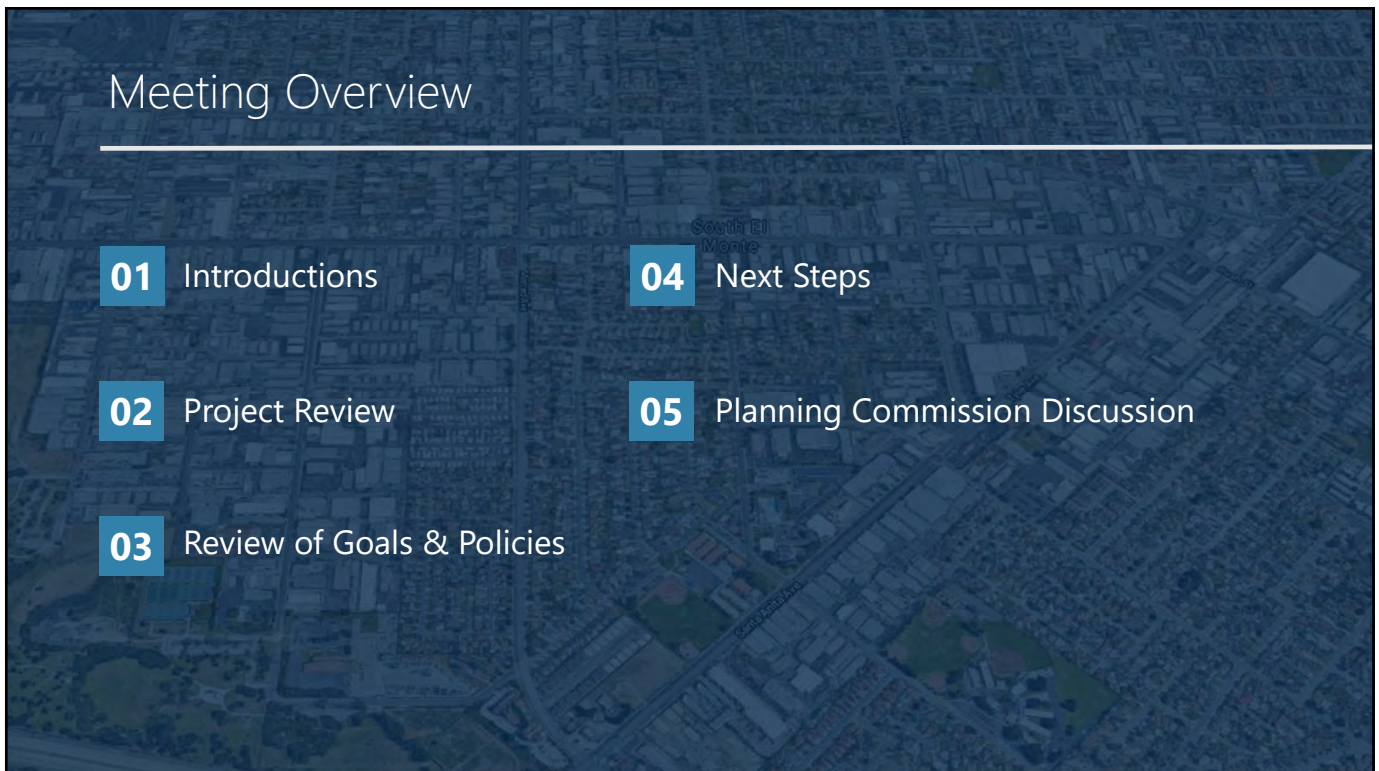
9.4 Planning Commission Public Meeting

The Planning Commission Public Meeting occurred on July 20, 2021. A copy of the PowerPoint used for the presentation is provided below [Exhibit D]. The PowerPoint provided an overview of the Housing Element's components including a detailed description of the goals, policies, and potential programs.

Exhibit D



1



2

01

Introductions

3

Meet the Team



COLBY CATALDI
Community
Development Director

IAN MCALEESE
City Project Manger

DUDEK

ERIKA VAN SICKEL
Lead Planner

ELIZABETH DICKSON
Housing Planner

4

4

02

Project Review

5

Housing Element

A comprehensive strategy
to achieving the City's
housing needs



6

6

Housing Element

Stakeholder and Community Engagement

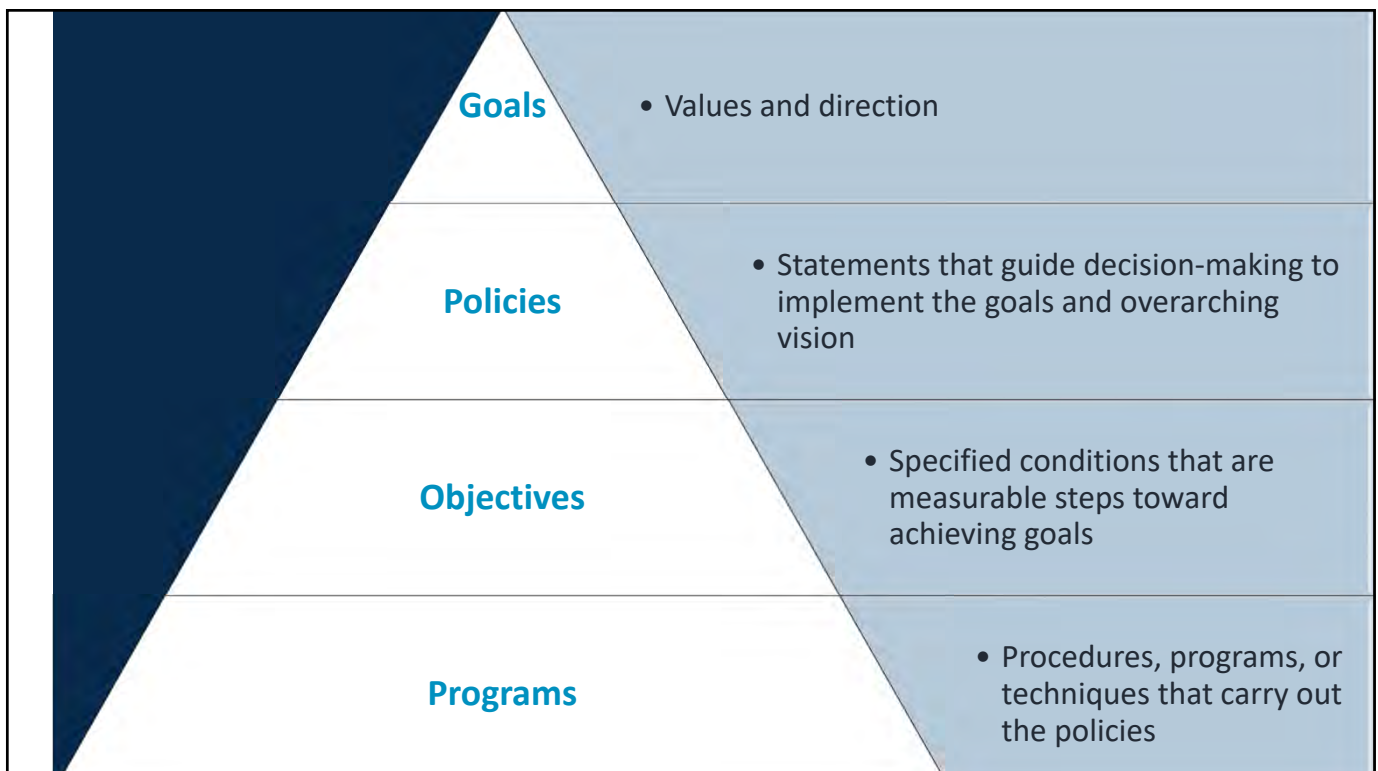
Review 5th Cycle and Background Documents

Sites Analysis

Goals, Policies, and Programs

7

7



8

03

Review of Goals and Policies

9

Goals & Policy Examples



Goal 1: *An adequate supply of a variety of housing types to meet the existing and future needs of City residents.*

Policy: Provide adequate sites to facilitate the development of a diverse range of housing that fulfills its regional housing needs, including low-, moderate- and higher-density single-family attached/detached units and multiple-family units.

Policy: Facilitate the development of housing through the removal of local regulatory constraints, especially for housing that serves lower-income households and those with special needs.

Policy: Facilitate the development of housing by connecting developers with requirements, standards, and other relevant information needed to apply for development permits in the City.

10

10

Goals & Policy Examples



Goal 2: High quality residential neighborhoods that are enhanced and well-maintained.

Policy: Promote the rehabilitation of substandard and deteriorated housing and pursue additional funds for currently unfunded rehabilitation program.

Policy: Increase home ownership rates and stabilize neighborhoods by encouraging low- and moderate-income households to become first-time home buyers.

Policy: Alleviate overcrowding by permitting owners to add bedrooms, bath, and additional living areas and encouraging development of ADU's.

11

11

Goals & Policy Examples



Goal 3: Compatible land uses that meet the needs of residents, employers and employees.

Policy: Facilitate the orderly transition of residential uses in appropriate areas near industrial uses.

Policy: Provide new opportunities for housing in the City, such as through intensification in designated neighborhoods and other appropriate areas.

Policy: Encourage development of higher density housing in close proximity to public transportation, services, employment, recreation, and other resources and amenities.

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12

Goals & Policy Examples



Goal 4: *Equal opportunities for all residents to reside in the housing of their choice.*

Policy: Continue enforcing fair housing laws prohibiting arbitrary discrimination in the building, financing, selling or renting of housing on the basis of race, color, religion, national origin, sex, sexual preference, age, disability, family status, AIDS, or other such characteristics.

Policy: Implement practices that prevent displacement and discrimination through enforcement of existing requirements.

Policy: Connect residents and developers to information related to programs that provide housing support and guidance on Fair Housing resources.

13

13

04

Next Steps

14

Housing Element

Complete Draft Housing Element

HCD Submittal and Public Review

Address Comments & Finalize Housing Element

Housing Element Adoption

HCD Certification

15

15

05

Planning Commission Discussion

16

Recap of Goals

Goal 1: An adequate supply of a variety of housing types to meet the existing and future needs of City residents.

Goal 2: High quality residential neighborhoods that are enhanced and well-maintained.

Goal 3: Compatible land uses that meet the needs of residents, employers and employees.

Goal 4: Equal opportunities for all residents to reside in the housing of their choice.



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Are there any specific programs that you are not willing to explore over the next 8-years?

Are there other types of programs that you would like to explore over the next 8-years?



18

18

What is the key housing concern that you have for South El Monte?

Has this concern been discussed or mentioned tonight?

Of the goals and policies discussed, what speaks to you the most?

What do you see as the biggest housing challenges ahead?



19

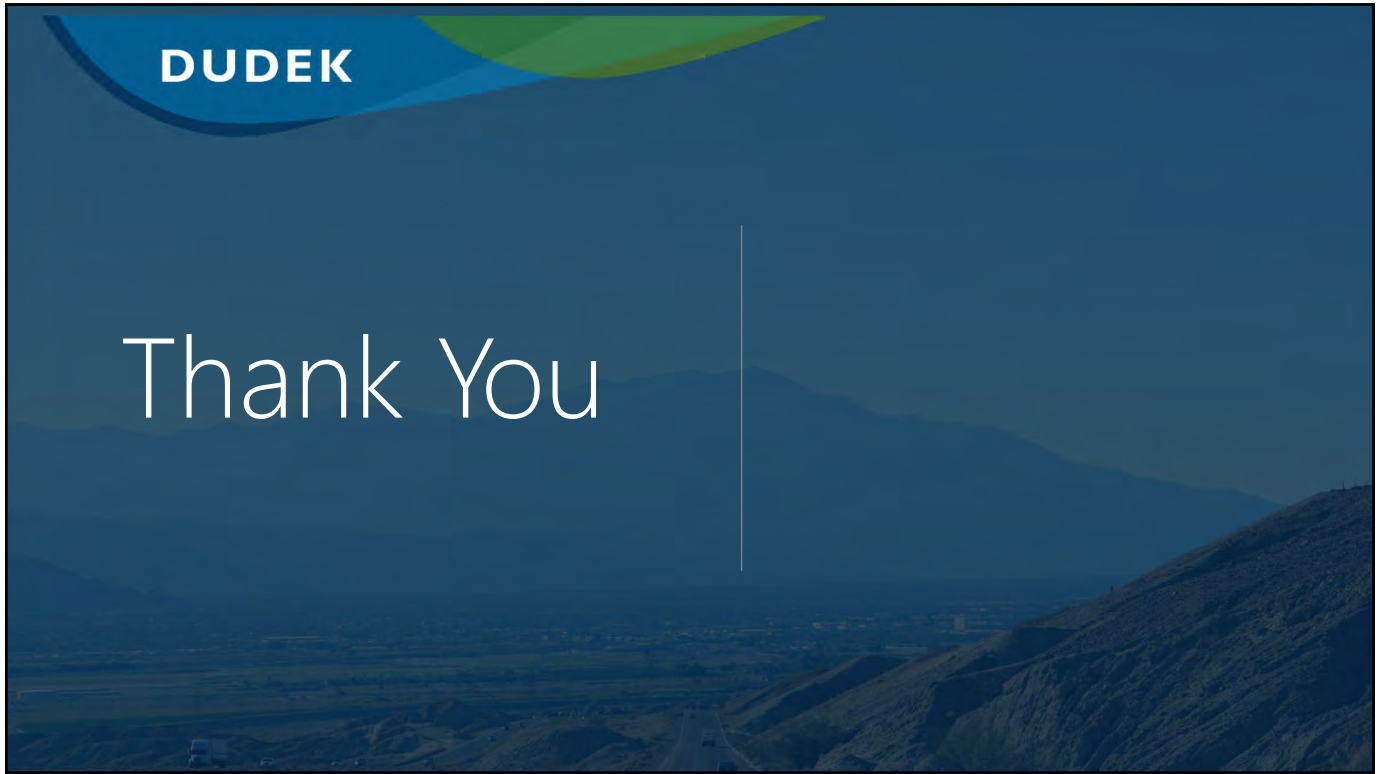
19

Planning Commission

Any last comments or questions before we wrap-up?



20



21

9.5 Special Event Images and Survey Results

Images from the special event held on August 19, 2021 are featured below, including an interactive mapping display from the event [Exhibit E]. Following Exhibit E are the full survey results from the outreach done at the special event [Exhibit F].

Exhibit E



Exhibit F

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 2:46:24 PM
Last Modified: Thursday, August 19, 2021 5:37:35 PM
Time Spent: 02:51:11
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6**Housing with appropriate accommodations for my household member with a disability is not affordable.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Rent became unaffordable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 2:47:40 PM
Last Modified: Thursday, August 19, 2021 5:40:21 PM
Time Spent: 02:52:41
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6**Other (please specify):**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Taxes

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:38:45 PM
Last Modified: Thursday, August 19, 2021 5:41:09 PM
Time Spent: 00:02:23
IP Address: 74.8.223.170

Page 1

Q1 **Less or slower car traffic**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:41:01 PM
Last Modified: Thursday, August 19, 2021 5:43:39 PM
Time Spent: 00:02:37
IP Address: 74.8.223.170

Page 1

Q1**Places to go**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Nature based solutions (such as: more trees, rain gardens, etc.)**

Which is the MOST important in keeping people in South El Monte safe?

Q6**The home I live in does not meet the needs of my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 3:20:32 PM
Last Modified: Thursday, August 19, 2021 5:44:24 PM
Time Spent: 02:23:52
IP Address: 166.137.163.40

Page 1

Q1 Improved streets (sidewalks/paving)

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3 No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4 City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5 Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6 Housing with appropriate accommodations for my household member with a disability is not affordable.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:41:20 PM
Last Modified: Thursday, August 19, 2021 5:44:45 PM
Time Spent: 00:03:24
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4

Where do you get information about local resources and events? Mark all that apply.

My child's school,
My place of worship,
City Social Media (Facebook, Nextdoor)

Q5

Which is the MOST important in keeping people in South El Monte safe?

Better warnings and outreach before an emergency or extreme weather event

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Q7

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Rent became unaffordable,
Homeownership became unaffordable,
Landlord wanted to rent to a relative,
Landlord wanted to rent to someone else (non-relative)

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:43:57 PM
Last Modified: Thursday, August 19, 2021 5:45:07 PM
Time Spent: 00:01:10
IP Address: 74.8.223.170

Page 1

Q1**Places to go**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Nature based solutions (such as: more trees, rain gardens, etc.)**

Which is the MOST important in keeping people in South El Monte safe?

Q6**The home I live in does not meet the needs of my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:44:58 PM
Last Modified: Thursday, August 19, 2021 5:47:00 PM
Time Spent: 00:02:02
IP Address: 74.8.223.170

Page 1

Q1**More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Nature based solutions (such as: more trees, rain gardens, etc.)**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Rent became unaffordable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:45:53 PM
Last Modified: Thursday, August 19, 2021 5:49:23 PM
Time Spent: 00:03:29
IP Address: 74.8.223.170

Page 1

Q1 Improved streets (sidewalks/paving)

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3 No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4 Other (please specify):

Where do you get information about local resources and events? Mark all that apply.

Websites

Q5 Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6 I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:44:37 PM
Last Modified: Thursday, August 19, 2021 5:51:02 PM
Time Spent: 00:06:24
IP Address: 166.137.163.40

Page 1

Q1**Places to go**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Nature based solutions (such as: more trees, rain gardens, etc.)**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:47:05 PM
Last Modified: Thursday, August 19, 2021 5:51:10 PM
Time Spent: 00:04:05
IP Address: 74.8.223.170

Page 1

Q1 Improved streets (sidewalks/paving)

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3 No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4 My child's school,

Where do you get information about local resources and events? Mark all that apply. City Social Media (Facebook, Nextdoor)

Q5 Improving homes to better withstand extreme weather

Which is the MOST important in keeping people in South El Monte safe?

Q6 I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:49:39 PM
Last Modified: Thursday, August 19, 2021 5:52:09 PM
Time Spent: 00:02:30
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#13

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:51:10 PM
Last Modified: Thursday, August 19, 2021 5:52:37 PM
Time Spent: 00:01:26
IP Address: 166.137.163.40

Page 1

Q1**Places to go**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**The home I live in does not meet the needs of my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:51:21 PM
Last Modified: Thursday, August 19, 2021 5:54:16 PM
Time Spent: 00:02:55
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

Other (please specify):

Where do you get information about local resources and events? Mark all that apply.

Community and neighborhood watch

Q5

Other (please specify):

Which is the MOST important in keeping people in South El Monte safe?

Other

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:53:45 PM
Last Modified: Thursday, August 19, 2021 5:54:29 PM
Time Spent: 00:00:44
IP Address: 166.137.163.40

Page 1

Q1**More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**My place of worship**

Where do you get information about local resources and events? Mark all that apply.

Q5**Creating public spaces to go in an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Rent became unaffordable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:53:17 PM
Last Modified: Thursday, August 19, 2021 5:55:03 PM
Time Spent: 00:01:45
IP Address: 74.8.223.170

Page 1

Q1**More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Nature based solutions (such as: more trees, rain gardens, etc.)**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:55:17 PM
Last Modified: Thursday, August 19, 2021 5:58:17 PM
Time Spent: 00:02:59
IP Address: 74.8.223.170

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More amenities (water fountains, play equipment, picnic tables) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

,

My landlord refuses to modify our unit to accommodate my household member with a disability

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#18

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:55:00 PM
Last Modified: Thursday, August 19, 2021 5:58:43 PM
Time Spent: 00:03:43
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Improving homes to better withstand extreme weather

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#19

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:54:57 PM
Last Modified: Thursday, August 19, 2021 6:01:03 PM
Time Spent: 00:06:05
IP Address: 166.137.163.40

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4**My child's school**

Where do you get information about local resources and events? Mark all that apply.

Q5**Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#20

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:59:17 PM
Last Modified: Thursday, August 19, 2021 6:03:07 PM
Time Spent: 00:03:50
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I do not think the City is going to help**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Creating public spaces to go in an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Rent became unaffordable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#21

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:01:27 PM
Last Modified: Thursday, August 19, 2021 6:03:22 PM
Time Spent: 00:01:55
IP Address: 166.137.163.40

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I worry about losing my in-home health care

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Personal/family reasons

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#22

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:58:45 PM
Last Modified: Thursday, August 19, 2021 6:04:25 PM
Time Spent: 00:05:40
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

,

I worry about losing my in-home health care**Q7****Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#23

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:03:31 PM
Last Modified: Thursday, August 19, 2021 6:05:23 PM
Time Spent: 00:01:51
IP Address: 166.137.163.40

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**My place of worship**

Where do you get information about local resources and events? Mark all that apply.

Q5**Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Homeownership became unaffordable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#24

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:03:22 PM
Last Modified: Thursday, August 19, 2021 6:05:30 PM
Time Spent: 00:02:07
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**Other (please specify):**

Where do you get information about local resources and events? Mark all that apply.

My friend

Q5**Creating public spaces to go in an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#25

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:05:37 PM
Last Modified: Thursday, August 19, 2021 6:08:34 PM
Time Spent: 00:02:56
IP Address: 74.8.223.170

Page 1

Q1

What is ONE thing that would make you feel more comfortable walking and biking.

Other (please specify):

All

Q2

Which of the following would MOST improve parks in your neighborhood?

Other (please specify):

All

Q3

Do you contact the City when you have a problem? If not - why not?

Other (please specify):

No issues

Q4

Where do you get information about local resources and events? Mark all that apply.

City Social Media (Facebook, Nextdoor)**Q5**

Which is the MOST important in keeping people in South El Monte safe?

Other (please specify):

All

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

I do not experience any housing challenges.**Q7**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Not Applicable

#26

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:05:43 PM
Last Modified: Thursday, August 19, 2021 6:08:40 PM
Time Spent: 00:02:56
IP Address: 166.137.163.40

Page 1

Q1**Places to go**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**Other (please specify):**

Where do you get information about local resources and events? Mark all that apply.

City staff

Q5**Other (please specify):**

Which is the MOST important in keeping people in South El Monte safe?

Walkable communities where I can live in a townhome and walk to commercial

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#27

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:04:46 PM
Last Modified: Thursday, August 19, 2021 6:09:13 PM
Time Spent: 00:04:26
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4

My child's school,
City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#28

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:09:38 PM
Last Modified: Thursday, August 19, 2021 6:12:08 PM
Time Spent: 00:02:29
IP Address: 74.8.223.170

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More amenities (water fountains, play equipment, picnic tables) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

The home I live in does not meet the needs of my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

,

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

,

Housing with appropriate accommodations for my household member with a disability is not affordable.

Q7

Landlord wanted to rent to someone else (non-relative)

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#29

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:08:43 PM
Last Modified: Thursday, August 19, 2021 6:13:16 PM
Time Spent: 00:04:33
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Creating public spaces to go in an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**Other (please specify):**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Too many homeless on our street

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#30

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:08:54 PM
Last Modified: Thursday, August 19, 2021 6:15:33 PM
Time Spent: 00:06:38
IP Address: 166.137.163.40

Page 1

Q1 Respondent skipped this question

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3 Yes

Do you contact the City when you have a problem? If not - why not?

Q4 City Social Media (Facebook, Nextdoor),

Where do you get information about local resources and events? Mark all that apply.

Other (please specify):
Newspaper

Q5 Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6 I worry about losing my in-home health care

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#31

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:12:26 PM
Last Modified: Thursday, August 19, 2021 6:16:12 PM
Time Spent: 00:03:45
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

My place of worship,

Where do you get information about local resources and events? Mark all that apply.

City Social Media (Facebook, Nextdoor)

Q5

Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

The home I live in does not meet the needs of my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

'

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Q7

Personal/family reasons

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#32

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:16:39 PM
Last Modified: Thursday, August 19, 2021 6:19:25 PM
Time Spent: 00:02:46
IP Address: 74.8.223.170

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Respondent skipped this question

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#33

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:13:24 PM
Last Modified: Thursday, August 19, 2021 6:19:29 PM
Time Spent: 00:06:04
IP Address: 74.8.223.170

Page 1

Q1 Improved streets (sidewalks/paving)

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3 Yes

Do you contact the City when you have a problem? If not - why not?

Q4 City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5 Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6 I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#34

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:19:40 PM
Last Modified: Thursday, August 19, 2021 6:19:54 PM
Time Spent: 00:00:14
IP Address: 74.8.223.170

Page 1

Q1**More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Nature based solutions (such as: more trees, rain gardens, etc.)**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#35

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:19:41 PM
Last Modified: Thursday, August 19, 2021 6:22:26 PM
Time Spent: 00:02:45
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Nature based solutions (such as: more trees, rain gardens, etc.)**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#36

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:20:19 PM
Last Modified: Thursday, August 19, 2021 6:25:41 PM
Time Spent: 00:05:22
IP Address: 74.8.223.170

Page 1

Q1**More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#37

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:16:46 PM
Last Modified: Thursday, August 19, 2021 6:25:49 PM
Time Spent: 00:09:02
IP Address: 166.137.163.40

Page 1

Q1 **Less or slower car traffic**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#38

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:24:19 PM
Last Modified: Thursday, August 19, 2021 6:25:56 PM
Time Spent: 00:01:36
IP Address: 74.8.223.170

Page 1

Q1**More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#39

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:26:17 PM
Last Modified: Thursday, August 19, 2021 6:28:27 PM
Time Spent: 00:02:09
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#40

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:28:52 PM
Last Modified: Thursday, August 19, 2021 6:31:43 PM
Time Spent: 00:02:51
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More amenities (water fountains, play equipment, picnic tables) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Improving homes to better withstand extreme weather

Which is the MOST important in keeping people in South El Monte safe?

Q6

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Homeownership became unaffordable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#41

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:32:27 PM
Last Modified: Thursday, August 19, 2021 6:35:02 PM
Time Spent: 00:02:34
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

**My child's school,
City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

The home I live in does not meet the needs of my household member with a disability.

,

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

,

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

,

My landlord refuses to modify our unit to accommodate my household member with a disability

Q7

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Not Applicable

#42

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:30:00 PM
Last Modified: Thursday, August 19, 2021 6:36:16 PM
Time Spent: 00:06:15
IP Address: 166.137.163.40

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Creating public spaces to go in an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#43

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:25:56 PM
Last Modified: Thursday, August 19, 2021 6:36:39 PM
Time Spent: 00:10:42
IP Address: 74.8.223.170

Page 1

Q1 **Less or slower car traffic**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#44

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:36:56 PM
Last Modified: Thursday, August 19, 2021 6:40:54 PM
Time Spent: 00:03:57
IP Address: 74.8.223.170

Page 1

Q1 **More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More amenities (water fountains, play equipment, picnic tables) at existing parks**
 Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**
 Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**
 Where do you get information about local resources and events? Mark all that apply.

Q5 **Respondent skipped this question**
 Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**
 Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**
 In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#45

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:36:47 PM
Last Modified: Thursday, August 19, 2021 6:41:40 PM
Time Spent: 00:04:52
IP Address: 166.137.163.40

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**The home I live in does not meet the needs of my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#46

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:35:22 PM
Last Modified: Thursday, August 19, 2021 6:42:55 PM
Time Spent: 00:07:32
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**My child's school**

Where do you get information about local resources and events? Mark all that apply.

Q5**Creating public spaces to go in an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**The home I live in does not meet the needs of my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Homeownership became unaffordable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#47

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:41:56 PM
Last Modified: Thursday, August 19, 2021 6:44:32 PM
Time Spent: 00:02:35
IP Address: 166.137.163.40

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

My child's school,
City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.
 ,
 My landlord refuses to modify our unit to accommodate my household member with a disability
 ,
 I worry about losing my in-home health care

Q7

Respondent skipped this question

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#48

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:44:24 PM
Last Modified: Thursday, August 19, 2021 6:44:36 PM
Time Spent: 00:00:12
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Respondent skipped this question

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

My child's school

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

,

Housing with appropriate accommodations for my household member with a disability is not affordable.

Q7

Landlord wanted to rent to a relative

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#49

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:41:10 PM
Last Modified: Thursday, August 19, 2021 6:45:02 PM
Time Spent: 00:03:51
IP Address: 74.8.223.170

Page 1

Q1**Places to go**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Other (please specify):

Which of the following would MOST improve parks in your neighborhood?

Water play or water park (like la mirador or Rosemead)

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**My child's school,**

Where do you get information about local resources and events? Mark all that apply.

City Social Media (Facebook, Nextdoor)**Q5****Creating public spaces to go in an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#50

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:44:56 PM
Last Modified: Thursday, August 19, 2021 6:45:05 PM
Time Spent: 00:00:09
IP Address: 74.8.223.170

Page 1

Q1**Places to go**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Respondent skipped this question**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4**My child's school**

Where do you get information about local resources and events? Mark all that apply.

Q5**Nature based solutions (such as: more trees, rain gardens, etc.)**

Which is the MOST important in keeping people in South El Monte safe?

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

,

Housing with appropriate accommodations for my household member with a disability is not affordable.

Q7

Landlord wanted to rent to a relative

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#51

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:45:43 PM
Last Modified: Thursday, August 19, 2021 6:47:52 PM
Time Spent: 00:02:08
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#52

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:45:32 PM
Last Modified: Thursday, August 19, 2021 6:49:37 PM
Time Spent: 00:04:05
IP Address: 166.137.163.40

Page 1

Q1

What is ONE thing that would make you feel more comfortable walking and biking.

Other (please specify):

Blank

Q2

Which of the following would MOST improve parks in your neighborhood?

Respondent skipped this question

Q3

Do you contact the City when you have a problem? If not - why not?

Yes

Q4

Where do you get information about local resources and events? Mark all that apply.

My child's school,

City Social Media (Facebook, Nextdoor)

Q5

Which is the MOST important in keeping people in South El Monte safe?

Improving homes to better withstand extreme weather

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

The home I live in does not meet the needs of my household member with a disability.

,

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

,

My landlord refuses to modify our unit to accommodate my household member with a disability

Q7

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Rent became unaffordable,

Homeownership became unaffordable

#53

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:45:48 PM
Last Modified: Thursday, August 19, 2021 6:51:05 PM
Time Spent: 00:05:17
IP Address: 74.8.223.170

Page 1

Q1

Less or slower car traffic

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

My child's school,

Where do you get information about local resources and events? Mark all that apply.

My place of worship,

City Social Media (Facebook, Nextdoor)

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

The home I live in does not meet the needs of my household member with a disability.

,

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

,

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

,

Housing with appropriate accommodations for my household member with a disability is not affordable.

Q7

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Not Applicable

#54

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:51:38 PM
Last Modified: Thursday, August 19, 2021 7:07:04 PM
Time Spent: 00:15:25
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

Housing with appropriate accommodations for my household member with a disability is not affordable.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Other (please specify):

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

No

ATTACHMENT D

RESOLUTION NO. 24-140

**A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
REPEALING RESOLUTION NO. 21-63 AND APPROVING
REVISIONS TO THE CITY'S 6TH CYCLE 2021-2029 HOUSING
ELEMENT IN RESPONSE TO COMMENTS BY THE
CALIFORNIA DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT: GENERAL PLAN
AMENDMENT NO. 21-01**

WHEREAS, the City of South El Monte ("City") is required to adopt an eight-year update to the Housing Element Sixth Cycle;

WHEREAS, the State of California requires every municipality to periodically update the Housing Element of its General Plan to review the housing needs of the community and revise its policies, programs and objectives to address those needs. The California Department of Housing and Community Development ("HCD") reviews the Housing Element prior to adoption, and HCD is required to issue findings regarding whether, in its opinion, the element complies with the requirements of state law;

WHEREAS, a public hearing was held before the Planning Commission on September 21, 2021, which recommended that City Council adopt General Plan Amendment and Negative Declaration. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination; and

WHEREAS, a public hearing was held before the City Council on October 12, 2021, to consider the proposal. Based on all of the evidence, both written and oral, presented during said public hearing, City Council approved the Housing Element update.

WHEREAS, part of the approval process and compliance certification, HCD has requested that the City of South El Monte incorporate non-substantive revisions to the adopted Housing Element in order to obtain required agency certification. These minor revisions consisted of clarification to the applicable Housing Element programs in order to highlight the fair housing issue, contributing factor(s), and the program/action types appendices of the Housing Element into the Plan's Goals, Policies, and Programs. These changes do not change the intent of the Housing Element or commit the City to any further actions throughout the planning period; and

WHEREAS, in order to ensure that these non-substantive revisions are incorporated into and made part of the City's adopted Housing Element that will be further reviewed by HCD for certification, the adoption of Resolution No. 24-140 is required so that the revised Housing Element is adopted by the City Council; and

WHEREAS, a public hearing was held before the City Council on March 12, 2024, to consider the proposal. The public hearing was opened and continued to the March 26, 2024, City

Council meeting to allow staff sufficient time to review the comments provided by the Department of Housing and Community Development; and

WHEREAS, on March 26, 2024, the public hearing was continued from the March 12, 2024 meeting. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

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

Section 1. Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City’s Local CEQA Guidelines, City staff had an initial study prepared of the potential environmental effects of the proposed General Plan amendment. Based on the information contained in the initial study, staff determined that there was less than substantial evidence that approval of the proposed re-designations may have significant environmental impact. Accordingly, the City prepared a Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Negative Declaration was posted for the period of August 30, 2021, through September 19, 2021. Pursuant to Section 15074(b) of said Guidelines, the Planning Commission independently reviewed and considered the contents of the initial study and the negative declaration prior to deciding whether to approve the proposed General Plan amendment.

Section 2. The City Council of the City of South El Monte hereby adopts the Negative Declaration and General Plan Amendment for adoption of the Housing Element.

Section 3. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination. Based on the record of the proceeding, the City Council hereby finds as follows:

1. In accordance with Government Code Section 65585, the City Council has reviewed the findings of HCD and finds that the Draft 2021-2029 Housing Element has been revised to fully address each of the findings made by HCD;
2. The proposed General Plan Amendment updating the Housing Element is necessary to comply with State law and is consistent with the General Plan;
3. The proposed General Plan amendment to the Housing Element is in accordance with State law requirements. The proposed General Plan amendment will not create or result in any significant impacts to the General Plan, Zoning Code, nor be in conflict with any applicable environmental plans or policies, be incompatible with existing land uses, affect agricultural resources, or disrupt the physical arrangement of the established community. Therefore, there will be no significant land use or planning impacts associated with this project;
4. The proposed General Plan amendment will consider updated population, employment and housing statistics. However, there will be no significant impacts to the regional or local population projections, nor induce substantial growth in the

City, nor displace existing housing (especially affordable housing) as the proposed General Plan amendment stresses the creation of new housing stock, the rehabilitation of existing housing units, and the conservation and preservation of existing housing units, all of which are consistent with the estimated growth of the City as identified in the General Plan;

5. The proposed General Plan amendment does not include any physical modifications or alterations of the existing land or structures. Any physical modifications or alterations to existing land and/or structures as a result of the amendment's objectives will be addressed through separate environmental analysis consistent with CEQA. As such, the General Plan amendment does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Further, for this reason, the proposed General Plan amendment does not have impacts that are individually limited but cumulatively considerable, nor have environmental effects that would cause substantial adverse effects on human beings, directly or indirectly; and

6. For reasons discussed in the Initial Study, which is incorporated herein by reference, the General Plan amendment would not have any potential to achieve short-term, to the disadvantage of long-term, environmental goals, nor would the project have impacts which are individually limited, but cumulatively considerable.

Section 4. The City Council authorizes staff to make non-substantive changes to the Housing Element as necessary to make it internally consistent, compliant with HCD requirements, and in conformity with the final City Council action on the project. Should HCD require substantial changes to the Housing Element adopted herein, staff shall bring such changes back to City Council for review and adoption.

Section 5. Based on substantial evidence presented of the likelihood of the development or redevelopment on non-vacant sites provided in Appendix E, Sites Analysis and Inventory, of the Housing Element, the existing uses on the sites identified in the site inventory to accommodate the lower-income Regional Housing Needs Allocation are likely to be discontinued during the planning period, and therefore do not constitute an impediment to additional residential development during the planning period covered by the Housing Element.

Section 6. Any interested party may appeal this decision to the City Council pursuant to Section 17.22.110 of the South El Monte Municipal Code. The time within which judicial review, if available, of the City Council's decision must be sought is governed by Section 1094.6 of the California Code of Procedure and Section 1.24.010 of the South El Monte Municipal Code, unless shorter tie is provided by other applicable law.

PASSED, APPROVED AND ADOPTED this 26th day of March 2024.

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. 24-140 was passed and approved by the City Council of the City of South El Monte, at a meeting of said Council held on March 26, 2024, 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: March 26, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: DISCUSSION AND POSSIBLE DIRECTION REGARDING
OPTIONS FOR ADDITIONAL RESTRICTIONS ON SMOKING
IN PUBLIC PLACES AND THE SALE OF TOBACCO IN THE
CITY

SUMMARY: At the February 13, 2024, City Council meeting, the City Council expressed interest in exploring its options to address smoking and tobacco sales in the City following a presentation discussing the same. Accordingly, by way of this staff report, the City Attorney's Office further evaluated the matter to provide the City Council some options to address the regulation of smoking and prohibition of the sale of all tobacco products.

RECOMMENDED ACTION: (1) Continue to follow and enforce the City's tobacco and electronic cigarette retail permitting regulations and smoking prohibitions pursuant to Chapters 8.40 and 8.42 of the South El Monte Municipal Code ("SEMMC") as it adopts and implements provisions delineated by Federal and State law; and (2) Consider amending the SEMMC to ban the sale of flavored tobacco products and tobacco product flavor enhancers pursuant to Senate Bill 793.

FISCAL/FINANCIAL IMPACT: The fiscal impact cannot be estimated at this time.

DISCUSSION: On February 13, 2024, the City Council heard a presentation regarding reducing youth access to tobacco products by Dr. Julia Ruedas, Senior Program Manager and Policy Analyst with LAC-USC Medical Center Foundation. During her presentation, Dr. Ruedas explained that tobacco and vape use among youth continued to be a problem in Los Angeles County and advised the City Council that several cities have adopted Tobacco Retail Licensing policies, which help reduce youth access to tobacco products. Particularly, Dr. Ruedas stated that the cities of Beverly Hills and Manhattan Beach prohibited the sale of all tobacco products.

Governing Law

Federal Law

Under federal law it was illegal to sell tobacco products to anyone under the age of 18. (21 U.S.C. § 387 *et seq.*) However, in 2019 new legislation amending the Federal Food, Drug, and Cosmetic Act raised the federal minimum age for sale of tobacco products from 18 to 21 years. This legislation (known as “Tobacco 21” or “T21”) became effective immediately, and it is now illegal for a retailer to sell any tobacco product—including cigarettes, cigars, and e-cigarettes—to anyone under 21. The new federal minimum age of sale applies to all retail establishments and persons with no exceptions. Federal law also prohibits self-service displays of tobacco products, regulates the minimum package size of cigarettes, and prohibits the sale of individual cigarettes. (21 U.S.C. §§ 333, 372, 387a-1; 21 C.F.R. §§ 1140.14(a)-(b), 1140.16(c).)

The federal Prevent All Cigarette Trafficking Act (PACT) (See 15 U.S.C. §§375-378 and 18 U.S.C. §§ 2341-2346) blocks the shipment of cigarettes and smokeless tobacco products (including vapes, zero-nicotine e-liquids, tobacco-free nicotine e-cigarettes, and CBD/THC vape pens) via the US Postal Service, and several major US parcel carriers have vowed to honor the PACT Act including UPS, FedEx, DHL. However, this does not preclude all shipping options.

State Law (Including SB 793)

In California, it is illegal to sell tobacco products to persons under 21 or at least 18 years old with a valid military ID. (Cal. Penal Code § 308 (see additional discussion regarding enforcement under this statute, below); Cal. Bus. & Prof. Code, §§ 22952, 22957, 22958. Note, federal law now restricts sales to a minimum age of 21 years.)

Although the State legislature has yet to update the relevant statute(s) to remove the military exemption for 18 year-olds, the California Department of Health has immediately implemented the 21 year old minimum for all sales consistent with the Tobacco 21 federal law.

Senate Bill 793 bans the sale of flavored tobacco products and tobacco product flavor enhancers, with exceptions for hookah tobacco, loose leaf tobacco, and premium cigars. (Cal. Health & Safety Code § 104559.5.) Retailers are fined \$250 for each sale violating the law. (Id.)

Use of electronic cigarettes, including single-use e-cigarettes, is also prohibited wherever smoking is prohibited (with some exceptions) including, but not limited to:

- enclosed places of employment (Cal. Lab. Code § 6404.5);
- family day care facilities (Cal. Health & Safety Code § 1596.795);
- foster and group homes (Cal. Health & Safety Code § 1530.7);
- within 25 feet of playgrounds or 250 feet of a youth sports events (Cal. Health & Safety Code § 104495(b), (d));
- in public buildings or within 20 feet of a main exit, entrance, or operable window of a public building, or in a state-owned passenger vehicle (Cal. Gov’t Code § 7597(a) and § 1286);
- in cars with minors (Cal. Health & Safety Code § 118948);
- on public transportation (Cal. Health & Safety Code § 118925);
- on passenger carriers (buses, trains, planes) (Cal. Pub. Util. Code § 561(a));

- on grounds of facilities under Department of Youth Authority jurisdiction (with the exception of residential staff housing where inmates or wards are not present) (Cal. Welf. & Inst. Code § 1712.5(b));
- in nonprofit charitable temporary food facilities, (Cal. Health & Safety Code § 114332.3(f));
- in outpatient health facilities (Cal. Health & Safety Code § 1234);
- within 25 feet of the commerce area of certified farmers' markets (Cal. Health & Safety Code § 114371(f)); and
- on a state beach or unit of the state park system (Cal. Pub. Res. § 5008.10(b).)

Additionally, schools may not allow students to use tobacco products, including e-cigarettes, on campus or while attending school-sponsored activities. (Cal. Educ. Code § 48901(a).) In fact, school districts, charter schools and county offices of education are required to adopt and enforce policy prohibiting use of e-cigarettes. (Cal. Health & Safety Code § 104420(n)(2).) Use of nicotine delivery devices are also prohibited in county offices of education, charter schools, school/district buildings, school/district property, and school/district vehicles. (Cal. Health & Safety Code § 104559(a).)

Finally, the landlord of a residential dwelling unit may (but is not required to) prohibit smoking of tobacco products, including e-cigarettes, on the property or any portion of the building. (Cal. Civ. Code § 1947.5.)

South El Monte Municipal Code

South El Monte Municipal Code (SEMMC) Chapter 8.40 provides for the licensing permitting of all retail sales of tobacco products and electronic cigarettes. SEMMC Chapter 8.42 prohibits smoking in or around city buildings; playgrounds; restaurants, bars, and open air dining areas; public parks, schools, and recreational facilities; city transportation service and city vehicles; family day care homes; and enclosed places of employment. The SEMMC currently has no provisions governing the sale of flavored tobacco products.

Beverly Hills Municipal Code & Manhattan Beach Municipal Code

These cities have completely banned the sale of tobacco products within their city; however, the City of Beverly Hills has not updated its municipal code to reflect the total ban.

San Francisco Municipal Code

The City of San Francisco has banned the sale of all flavored tobacco products.

Conclusion

This can be a complex and constantly developing area of law that is continuing to evolve. As always, please contact the City Attorney's Office if there are any legal questions regarding this matter.

ATTACHMENT(S):

- A. South El Monte Municipal Code Chapters 8.40 & 8.42

- B. Articles on Beverly Hills' Ban on Tobacco Products
- C. Manhattan Beach Municipal Code Chapter 4.118
- D. San Francisco Municipal Code Article 19Q

§ 8.40.010. Definitions.

For purposes of this chapter, the following words and terms shall be defined as follows:

"Electronic cigarette" means an electronic or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including any such device that is manufactured, distributed, marketed or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or by any other product name or descriptor. "Electronic cigarette" does not include any inhaler prescribed by a licensed physician.

"Person" means any individual, partnership, copartnership, firm, association, joint stock company, corporation, or combination of the above in whatever form or character.

"Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have, or can or does share ultimate control over the day-to-day operations of a business.

"Self-service display" shall have the same meaning as such term is defined in subsection 5-17.01(c).

"Tobacco and electronic cigarette paraphernalia" includes cigarette papers or wrappers, pipes, electronic cigarettes and their component parts, holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking or ingestion of tobacco or tobacco products.

"Tobacco and electronic cigarette retailer" means any person or business that operates a store, stand, booth, concession or other place at which the person or business sells, offers for sale, exchanges or offers to exchange for any form of consideration, tobacco products or tobacco and electronic cigarette paraphernalia, or both.

"Tobacco and electronic cigarette retailing" means the selling, offering for sale, exchanging or offering to exchange for any form of consideration tobacco products or tobacco and electronic cigarette paraphernalia products for personal consumption or use.

"Tobacco product" means any manufactured substance made from the tobacco plant, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and smokeless tobacco, or products prepared from tobacco and designed for smoking or ingestion, including nicotine.

(Ord. 1185 §1, 2014)

§ 8.40.020. Requirement for tobacco and electronic cigarette retail permit.

- A. It is unlawful for any person to act as a tobacco and electronic cigarette retailer without first obtaining and maintaining a valid tobacco and electronic cigarette retail permit pursuant to this chapter, for each location at which that activity is to occur.
- B. The city shall not issue a permit to authorize tobacco and electronic cigarette retailing at other than a fixed location. For example, tobacco and electronic

cigarette retailing by persons on foot or from vehicles is prohibited.

- C. It is a violation of a tobacco and electronic cigarette retail permit for a permittee or his or her agent or employee to violate any local, state, or federal tobacco or electronic cigarette-related law.
 - D. It is the responsibility of each proprietor to be informed of the laws affecting the issuance of a tobacco and electronic cigarette retail permit.
 - E. The issuance, suspension, and revocation of a tobacco and electronic cigarette retail permit, and all related procedures, shall be governed solely by this chapter.
- (Ord. 1185 §1, 2014)

§ 8.40.030. Application process.

- A. Application for a tobacco and electronic cigarette retail permit shall be submitted in the name of each proprietor proposing to conduct retail tobacco or electronic cigarette sales, or both, and shall be signed by each proprietor or an authorized agent thereof. An application is required for each location where retail tobacco or electronic cigarette sales, or both, are to occur.
- B. A permit that is issued in error or on the basis of false or misleading information supplied by a proprietor may be revoked pursuant to Section 8.40.090. All applications shall be submitted on a form supplied by the city and shall contain the following information:
 - 1. The name, address and telephone number of each proprietor;
 - 2. The business name, address and telephone number of the fixed location for which a tobacco and electronic cigarette retail permit is sought;
 - 3. The name and mailing address authorized by each applicant to receive all permit-related communications and notices (the "authorized address"). Failure to supply an authorized address shall constitute consent to the provision of notice at the business address specified in subsection (B)(2) of this section;
 - 4. Whether any applicant has previously been issued a permit pursuant to this chapter that is or was at any time suspended or revoked and, if so, the dates of the suspension period or the date of revocation; and
 - 5. Such other information as the city deems necessary for the administration or enforcement of this chapter.
- C. All information required to be submitted in order to apply for a tobacco and electronic cigarette retail permit shall be updated whenever the information changes. A tobacco and electronic cigarette retailer shall provide the city in writing with any updates within ten business days of a change.
- D. The information specified in subsections (B)(2) and (B)(3) shall be available to the public for all currently permitted tobacco and electronic cigarette retailers. Upon request, the city shall provide a compilation of this information to any person within

a reasonable time and subject to a fee approximating the actual cost of compiling and presenting the information.

(Ord. 1185 §1, 2014)

§ 8.40.040. Permit fees.

The city council may by resolution establish fees to cover the cost of administering this chapter. The fee shall be calculated so as to recover the total cost of both permit administration and permit enforcement, including, for example, issuing the permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations and prosecution of violators. All fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law. Fees required by this chapter shall be in addition to any required under any other chapter of the South El Monte Municipal Code.

(Ord. 1185 §1, 2014)

§ 8.40.050. Issuance and renewal of permit.

- A. Upon receipt of both the application for a tobacco and electronic cigarette retail permit and the permit fee, the city manager or designee, shall issue a tobacco and electronic cigarette retail permit unless:
 - 1. The application is incomplete or inaccurate;
 - 2. The application seeks authorization for tobacco and electronic cigarette retailing by a proprietor who, pursuant to Section 8.40.090, has a suspended or revoked tobacco and electronic cigarette retail permit;
 - 3. The application seeks authorization for tobacco and electronic cigarette retailing that is unlawful pursuant to this Code, or that is unlawful pursuant to any other local, state or federal law;
 - 4. The city has information that the proprietor or his or her agent or employee has violated any local, state or federal tobacco or electronic cigarette control law within the preceding thirty-day period.
- B. A permit shall be valid for one year and must be renewed prior to the expiration of the previous term. Each tobacco and electronic cigarette retailer shall apply for the renewal of his, her or its tobacco and electronic cigarette retail permit no later than thirty days prior to the expiration of the then current permit.
- C. If the information required in the permit application pursuant to Section 8.40.030(B) changes, a new tobacco and electronic cigarette retail permit is required before the business may continue to act as a tobacco and electronic cigarette retailer. For example, if a proprietor to whom a permit has been issued changes business locations, the proprietor must apply for a new permit prior to acting as a tobacco and electronic cigarette retailer at the new location. If the business is sold, the new owner must apply for a permit for that location before acting as a tobacco and electronic cigarette retailer.

- D. A tobacco and electronic cigarette retail permit that is not timely renewed shall expire at the end of its term. To reinstate a permit that has expired, or to renew a permit not timely renewed pursuant to subsection B, the proprietor must:
1. Submit the permit fee plus a reinstatement fee of ten percent of the permit fee; and
 2. Submit a signed affidavit affirming that the proprietor has not sold and will not sell any tobacco and electronic cigarette product or tobacco and electronic cigarette paraphernalia after the permit expiration date and before the permit is renewed.

(Ord. 1185 §1, 2014)

§ 8.40.060. Permits nontransferable.

A tobacco and electronic cigarette retail permit is nontransferable and is valid only for the person(s) and location specified in the permit application. If a proprietor to whom a permit has been issued changes business locations, that proprietor must apply for a new permit prior to acting as a tobacco and electronic cigarette retailer at the new location. Similarly, if the proprietor to whom a permit has been issued sells the business, the new owner must apply for a permit before acting as a tobacco and electronic cigarette retailer.
(Ord. 1185 §1, 2014)

§ 8.40.070. Requirements and prohibitions on sale of tobacco and electronic cigarette products.

- A. Display of Permit Required. Each permit shall be prominently displayed in a publicly and readily visible location at the permitted location.
- B. Positive Identification Required. No person shall engage in tobacco and electronic cigarette retailing without first examining the identification of the purchaser if the purchaser reasonably appears under the age of thirty years old. No person shall engage in tobacco and electronic cigarette retailing without confirming that the proposed sale is to a purchaser who is at least the minimum age established by state law for being sold the tobacco and electronic cigarette product or tobacco and electronic cigarette paraphernalia.
- C. Minimum Age for Persons Selling Tobacco and Electronic Cigarettes. No person who is younger than the minimum age established by state law for the purchase or possession of any tobacco and electronic cigarette product shall engage in tobacco and electronic cigarette retailing.
- D. Self-Service Displays Prohibited. No person shall display, offer for sale, dispense or allow to be sold any tobacco and electronic cigarette product by means other than vendor-assisted sales.

(Ord. 1185 §1, 2014)

§ 8.40.080. Compliance monitoring.

- A. Compliance with this chapter shall be monitored by the sheriff's department, or the city manager or designee. Any peace officer or code enforcement official may enforce the penal provisions of this chapter.
 - B. The sheriff's department or code enforcement officials should endeavor to check the compliance of each tobacco and electronic cigarette retailer at least one time per twelve-month period. The sheriff's department or code enforcement officials may check the compliance of tobacco and electronic cigarette retailers previously found to be in compliance a fewer number of times so that the enforcement agency may check the compliance of tobacco and electronic cigarette retailers previously found in violation of the permitting law a greater number of times. Nothing in this subsection shall create a right of action in any permittee or other person against the city or its agents by reason of such compliance checks.
 - C. Compliance checks shall determine, at a minimum, if the tobacco and electronic cigarette retailer is conducting business in a manner that complies with tobacco and electronic cigarette laws regulating youth access to tobacco and electronic cigarettes. When appropriate, the compliance checks shall determine compliance with other laws applicable to tobacco and electronic cigarette retailing.
 - D. The city shall not enforce any law establishing a minimum age for tobacco and electronic cigarette purchases or possession against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:
 - 1. The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the city; or
 - 2. The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Los Angeles County health department or the California Department of Health Services.
- (Ord. 1185 §1, 2014)

§ 8.40.090. Suspension, revocation and issuance after revocation of permit.

- A. Suspension. In addition to any other penalty authorized by law, a tobacco and electronic cigarette retail permit may be suspended if the city manager or designee finds, after notice to the permittee and opportunity to be heard, that the permittee or his or her agents or employees has violated the conditions of the permit imposed pursuant to Section 8.40.060 or 8.40.070.
 - 1. Upon a finding by the city of a first permit violation, a written warning will be issued.
 - 2. Upon a finding by the city of a second permit violation within a three-year period of the first violation, the permit may be suspended for up to thirty days.
 - 3. If the second offense occurs within twelve months of the first, the permit may be suspended for up to ninety days.

4. Upon a finding by the city of a third violation within three years of the first violation, the permit may be suspended for up to ninety days.
- B. Revocation. A tobacco and electronic cigarette retail permit may be revoked if the city manager or designee finds, after notice to the permittee and opportunity to be heard, that one of the following conditions exist:
1. The occurrence of four violations of the provisions in Section 8.40.060 or 8.40.070 within three years;
 2. The application is incomplete for failure to provide the information required by Section 8.40.030(B);
 3. The information contained in the application, including supplemental information, if any, is found to be false in any material respect; or
 4. The application seeks authorization for a permit that is unlawful under other provisions of this Code, state or federal law.
- C. During a period of permit suspension or revocation, the tobacco and electronic cigarette retailer must remove from public view all tobacco and electronic cigarette products and tobacco-and electronic cigarette-related advertising.
- D. Issuance After Revocation. A person whose permit has been revoked may be issued a new permit in accordance with the following:
1. After revocation for a first violation of this chapter, no new permit may issue under this chapter for the location until three months have passed from the date of revocation.
 2. After revocation for a second violation of this chapter at a location within any sixty-month period, no new permit may issue for the location until sixty months have passed from the date of revocation.
- (Ord. 1185 §1, 2014)

§ 8.40.100. Appeal.

Any permittee aggrieved by any decision of the city manager or designee, with respect to the suspension or revocation of such permit, may appeal to the city council by filing a written notice of appeal with the city clerk within ten days of the date of suspension or revocation. The city clerk shall thereupon fix a time and place for hearing such appeal. The city clerk shall give notice to such person of time and place of hearing by serving it personally or by depositing it in a United States Post Office in Los Angeles County, California, postage prepaid, addressed to the authorized address. The city council shall have the authority to rule on all questions raised during such appeal.

(Ord. 1185 §1, 2014)

§ 8.40.110. Tobacco and electronic cigarette retailing without a permit.

In addition to any other penalty authorized by law, if the city finds or any court of

competent jurisdiction determines, after notice and an opportunity to be heard, that any person has engaged in tobacco and electronic cigarette retailing at a location without a valid tobacco and electronic cigarette retailer's permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for or be issued a tobacco and electronic cigarette retailing permit for that location as follows:

- A. After a first violation of this section within a sixty-month period, no new permit may be issued for the person at the location until thirty days have passed from the date of the violation.
- B. After a second violation of this section within any sixty-month period, no new permit may be issued for the person at the location until six months have passed from the date of the violation.
- C. After a third or subsequent violation of this section within any sixty-month period, no new permit may be issued for the person at the location until one year has passed from the date of the violation.

(Ord. 1185 §1, 2014)

§ 8.40.120. Settlement in lieu of hearing.

For a first or second alleged violation of this chapter within any sixty-month period, the city prosecutor may engage in settlement negotiations and may enter into a settlement agreement with a tobacco and electronic cigarette retailer alleged to have violated this chapter without approval from the city council. Notice of any settlement shall be provided to the sheriff's department and no hearing shall be held. Settlements shall not be confidential.

(Ord. 1185 §1, 2014)

§ 8.40.130. Enforcement.

- A. Violations of this chapter may, in the discretion of the city prosecutor, be prosecuted as infractions or misdemeanors.
- B. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.
- C. Violations of this chapter are hereby declared to be public nuisances.
- D. Violations of this chapter are subject to a civil action brought by the city prosecutor punishable by a civil fine payable to the city not less than one hundred dollars and not exceeding five hundred dollars. For the purposes of the civil remedies provided in this chapter, each day such violation or violations occur or continue shall be a separate offense.
- E. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
- F. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen years old, such a person shall not

be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

- G. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be enforced by a civil action brought by the city prosecutor, including for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.
(Ord. 1185 §1, 2014)

§ 8.42.010. Definitions.

For purposes of this chapter, the following terms shall be defined as follows:

"Bar" means a cocktail lounge, nightclub or facility that sells alcohol for on-premises consumption.

"Electronic cigarette" means an electronic or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including any such device that is manufactured, distributed, marketed or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or any other product name or descriptor. "Electronic cigarette" does not include any inhaler prescribed by a licensed physician.

"Enclosed" means closed in by a roof and walls with appropriate openings for ingress and egress.

"Hotel" means any building, or portion thereof designed or used for lodging persons for a period of less than thirty consecutive days. Hotels shall include, without limitation, any establishment held out to the public as a hostel, inn, time share project, tourist court or motel, but shall not include hospitals or governmental buildings where persons are detained under legal restraint, such as jails or prisons.

"Nonenclosed" means predominantly outdoor area that does not meet the definition of "enclosed," including, but not limited to, an open air dining area.

"Open air dining area" means any nonenclosed area located on private or public property, including public right-of-way, made available to or customarily used by the general public that is designed, established or regularly used for consuming food or beverages or where food or beverages are served, whether or not for compensation. An open air dining area does not include open air dining areas that are immediately adjacent to and accessory to a private smokers' lounge, as that term is defined in Labor Code Section 6404.5 or its successor statute.

"Restaurant" means a facility that sells prepared foods and drinks for consumption on site.

"Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term smoke includes, but is not limited to, tobacco smoke, electronic cigarette vapors, and marijuana smoke.

"Smoking" means engaging in an act that generates smoke, such as, for example: possessing a lighted pipe or a lighted hookah pipe; operating an electronic cigarette, vaping, a lighted cigar, or a lighted cigarette of any kind; or lighting or igniting a pipe, an electronic cigarette, a hookah pipe, a cigar, or a cigarette of any kind.

(Ord. 1185 §2, 2014)

§ 8.42.020. Smoking in and around city buildings prohibited.

Smoking is prohibited inside any city building in the city, and in an outdoor area within twenty feet of a main exit, entrance or operable window of a city building.

(Ord. 1185 §2, 2014)

§ 8.42.030. Smoking in and around playgrounds and tot lot sandbox areas prohibited.

Smoking is prohibited in and within twenty-five feet of playgrounds and tot lot sandbox areas, as the terms are defined in California Health and Safety Code Section 104495(a).

(Ord. 1185 §2, 2014)

§ 8.42.040. Smoking in restaurants, bars and open air dining areas prohibited.

Smoking is prohibited in all restaurants, bars and open air dining areas and within five feet of all open air dining areas, except while actively passing an open air dining area on the way to another destination.

(Ord. 1185 §2, 2014)

§ 8.42.050. Posting or placing of signs.

Any restaurant, bar or business with an open air dining area subject to the prohibition set forth in Section 8.42.040 of this chapter shall post or cause to be posted and shall maintain "no smoking" signs in conspicuous locations within the open air dining area. All "no smoking" signs shall be prominently displayed, shall clearly recite the phrase "no smoking" and shall cite Section 8.42.040 of this chapter. The "no smoking" signs shall be posted not less than five feet nor more than eight feet above floor level and shall be of sufficient number and location to cause the message of the signs to be clearly visible and readable and must be made of permanent, weather resistant materials. No person shall willfully mutilate or destroy any sign required by this section.

(Ord. 1185 §2, 2014)

§ 8.42.060. Rights and obligations of owners, operators and employers.

- A. Any person who owns, operates, manages or controls a business within the city may designate the entire business as a "no smoking" area.
- B. The provisions of this chapter shall not be construed to require the owner, operator or manager of any existing business to make any structural or other physical alterations, modifications or improvements to the business, other than the posting or placing of signs required by Section 8.42.050 of this chapter.

(Ord. 1185 §2, 2014)

§ 8.42.070. Landlords of residential dwelling units may prohibit smoking.

A landlord of a residential dwelling unit, as defined in California Civil Code Section 1940, or his or her agent, may prohibit smoking as provided by California Civil Code Section 1947.5 and sections amendatory or supplementary thereto.

(Ord. 1185 §2, 2014)

§ 8.42.080. Smoking in public parks, schools and recreational facilities prohibited.

Smoking is prohibited in all public parks, public schools, public playgrounds or publicly operated recreational ground facilities or buildings. Smoking is prohibited within twenty-five feet of city parks and recreation facilities, except while actively passing on the way to another destination.

(Ord. 1185 §2, 2014)

§ 8.42.090. Smoking on city public transportation service and in city vehicles prohibited.

Smoking is prohibited on the city's public transportation service and in city vehicles.

(Ord. 1185 §2, 2014)

§ 8.42.100. Smoking in family day care homes prohibited.

Smoking is prohibited at all family day care homes, as defined in California Health and Safety Code Section 1596.78.

(Ord. 1185 §2, 2014)

§ 8.42.110. Smoking in enclosed places of employment prohibited.

Smoking is prohibited in all enclosed spaces at places of employment, as "places of employment" are defined in California Labor Code Section 6404.5(b). Smoking is not prohibited in an enclosed place of employment that is a permitted electronic cigarette retailer, unless otherwise limited by the land use limitations contained in the city's zoning ordinance.

(Ord. 1185 §2, 2014)

§ 8.42.120. Penalties and enforcement.

- A. It is unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to the regulation under this chapter to fail to comply with its provisions.
- B. It is unlawful for any person to smoke in any area restricted by the provisions of this chapter.
- C. Any person who violates any provision of this chapter shall be guilty of a misdemeanor or may be prosecuted as an infraction in the discretion of the city prosecutor.
- D. The city prosecutor, any peace officer or city code enforcement officer shall have the authority to enforce the provisions of this chapter.
- E. Punishment under this chapter shall not preclude punishment pursuant to any other provision of law pertaining to electronic cigarette smoking. Nothing in this chapter precludes any person from seeking any other remedies, penalties or procedures

provided by law. The remedies provided in this section are cumulative and in addition to any other remedies available at law or in equity.
(Ord. 1185 §2, 2014)



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MENU ▾

≈ INFORMATION FOR BUSINESSES ≈



BAN ON THE SALE OF ALL TOBACCO PRODUCTS IN BEVERLY HILLS

Beverly Hills Municipal Code - Smoking Regulations

On June 4, 2019, the Beverly Hills City Council unanimously approved an ordinance to prohibit the sale of tobacco products in the City starting on January 1, 2021.

The key provisions of the ordinance include:

- A permanent exemption/carve out for three existing cigar lounges;
- Effective January 1, 2021, hotels, existing and future, may only sell to guests;

- Effective January 1, 2021, all other businesses shall stop selling tobacco products;
- A hardship exemption provision for retailers that demonstrate the ban would cause undue hardship; and
- City Council review of the impacts on tourism in three years.

Notwithstanding of the January 1, 2021 date, the sale of flavored tobacco products is already prohibited. Please see additional information below.

REPORTS AND PUBLIC MEETINGS

Ordinance No. 19-0-2783	19-0-2783	
2019-06-04 City Council Formal Meeting	Report	Video
2019-05-21 City Council Formal Meeting	Report	Video
2019-05-07 City Council Formal Meeting	Report	Video
2019-04-29 Health and Safety Commission Meeting	Report Report	Video
2019-04-22 Health and Safety Commission Meeting	Report Report	Video
2019-04-09 Health and Safety Commission Liaison Committee Meeting	Report	Highlights
2019-03-25 Health and Safety Commission Meeting	Report	Video
2019-02-25 Health and Safety Commission Meeting	Report	Video
2019-02-05 City Council Study Session	Report	Video

BAN ON SALES OF FLAVORED TOBACCO PRODUCTS

As of December 21, 2018, the City of Beverly Hills prohibits the sale of flavored tobacco products. The law applies to all tobacco retailers within Beverly Hills. Any tobacco retailer that sells a flavored tobacco product is in violation of the requirements for operation under its Tobacco and Electronic Cigarette Retailer Permit. A first violation to a permit condition is \$250. A second violation within a five-year period is \$750 and the permit is suspended for 90 days. A third violation within a five-year period is \$1,000 and the permit shall be revoked.

A flavored tobacco product is any tobacco product that imparts a characterizing flavor other than the taste or aroma of tobacco, including, but not limited to, menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice.

The flavor ban applies to all tobacco products such as cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, smokeless tobacco, and electronic cigarettes. **Menthol cigarettes are included in the ban on flavored products.** Products authorized by the United States Food and Drug Administration as a tobacco cessation product, such as nicotine gum, are not included in the ban.

For more information, please contact [Code Compliance / Community Preservation](#) (310)285-1119.

REPORTS AND PUBLIC MEETINGS

Final Ordinance

[Ordinance](#)

2018-08-21 City Council Formal Session	Report	Video
2018-08-07 City Council Formal Session	Report	Video
2018-08-07 City Council Study Session	Report	Video
2018-02-26 Health and Safety Commission Meeting	Report	Video
2018-01-22 Health and Safety Commission Meeting	Report	Video
2017-11-30 City Council Liaisons Meeting	Report	Highlights

PROSPECTIVE BUSINESSES

Generally speaking, the City treats e-cigarette and smoke shop use establishments the same if located in commercial zones where retail establishments are allowed. If you are a potential business owner interested in establishing a tobacco or e-cigarette business, please contact:

Development Services
Phone: (310) 285-1141

CURRENT BUSINESSES

The City's local regulations require tobacco and e-cigarette retailers to annually apply for a city permit to sell such products. The sales of such items from stand-alone vending machines are not allowed. For information about the tobacco and e-cigarette permit process, please contact:

Business Tax / Regulatory Permit Division
Phone: (310) 285-2424

CODE VIOLATIONS

To report a code violation, please contact:

Beverly Hills Code Enforcement
Phone: (310) 285-1119

CITY	RESOURCES	APPS AND DATA
GOVERNMENT	Accessibility	Ask Bev (Report a Concern)
Mayor & Councilmembers	e-Notice	BHTV Stream (Watch Live)
Agendas, Meetings & Videos	Emergency Notification System	City Records Database
About Beverly Hills	Media Contacts	My Permits
Budget (Financial Documents)	Online Services	Library EMedia
	Smoking Regulations	Maps & GIS
		Mobile Apps



City of Beverly
Hills

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[Property Information \(no log-in required\)](#)

455 North Rexford Dr
Beverly Hills, CA 90210

☎ (310) 285-1000

🕒 Monday-Thursday
7:30AM-5:30PM

🕒 Friday 8:00AM-
5:00PM

Select Language | ▼

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Chapter 4.118 - PROHIBITION OF THE RETAIL SALE OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES

Footnotes:

--- (3) ---

Editor's note— *Ord. No. 20-0007, § 1, adopted February 18, 2020, repealed ch. 4.118, §§ 4.118.010—4.118.130 and enacted a new ch. 4.118 as set out herein. Former ch. 4.118 pertained to permits for retailers of tobacco products and/or electronic smoking devices and derived from Ord. No. 15-0020, § 1, adopted December 1, 2015.*

4.118.010 - Definitions.

For the purposes of this chapter, the following definitions shall apply:

"Electronic smoking device" means (1) an electronic or battery-operated device that can deliver an inhalable dose of nicotine to the user or (2) any product intended or sold for use with such a device. "Electronic smoking device" includes any product meeting this definition, regardless of whether it is manufactured, distributed, marketed or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, electronic vape, vaping device, vaporizer, or any other product name or descriptor. "Electronic smoking device" also includes any liquid or substance containing nicotine, whether sold separately or sold in combination with any device that could be used to deliver an inhalable dose of nicotine to a person.

"Retailer" means any person who sells, exchanges, or offers to sell or exchange, for any form of consideration, tobacco products or electronic smoking devices. "Retailing" shall mean the doing of any of these things.

"Tobacco product" means any product containing, made, or derived from tobacco or nicotine, whether natural or synthetic, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body. "Tobacco product" does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

(§ 1, Ord. 20-0007, eff. January 1, 2021)

4.118.020 - Prohibitions.

It shall be unlawful for any person to sell a tobacco product or electronic smoking device in the city.

(§ 1, Ord. 20-0007, eff. January 1, 2021)

4.118.030 - Enforcement.

- A. Any violation of this chapter is hereby declared to be a public nuisance.
- B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
- C. Violations of this chapter may be remedied by a civil action brought by the city, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief. For the purposes of the civil remedies provided in this chapter, each day on which a tobacco product or electronic smoking device is offered for sale in violation of this chapter, and each individual retail tobacco product or electronic smoking device that is distributed, sold, or offered for sale in violation of this chapter, shall constitute a separate violation of this chapter.
- D. The city prosecutor shall have discretion to prosecute violations of this chapter as infractions or misdemeanors.
- E. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

(§ 1, Ord. 20-0007, eff. January 1, 2021)

ARTICLE 19Q:

PROHIBITING THE SALE OF FLAVORED TOBACCO PRODUCTS

Sec. 19Q.1.	Findings.
Sec. 19Q.2.	Definitions.
Sec. 19Q.3.	Sale or Distribution of Flavored Tobacco Products Prohibited.
Sec. 19Q.4.	Sale or Distribution of Flavored Cigarettes Prohibited.
Sec. 19Q.5.	Administrative Regulations.
Sec. 19Q.6.	Enforcement.
Sec. 19Q.7.	No Conflict with Federal or State Law.
Sec. 19Q.8.	Severability.

Editor's Note:

This Article, comprising Sections 19Q.1 – 19Q.8, was added by Ord. [140-17](#), approved July 7, 2017, then suspended by the filing of a referendum petition. As part of [Proposition E](#), it was adopted by the voters at the June 5, 2018 election, and became effective 30 days after the election results were declared.

SEC. 19Q.1. FINDINGS.

(a) Tobacco use remains the leading cause of preventable death in the United States, killing more than 480,000 people each year. It causes or contributes to many forms of cancer, as well as heart disease and respiratory diseases, among other health disorders. Tobacco use remains a public health crisis of the first order, in terms of the human suffering and loss of life it causes, the financial costs it imposes on society, and the burdens it places on our health care system. The financial cost of tobacco use in San Francisco alone amounts to \$380 million per year in direct health care expenses and lost productivity.

(b) Flavored tobacco products are commonly sold by California tobacco retailers. For example: 97.4% of stores that sell cigarettes sell menthol cigarettes; 94.5% of stores that sell little cigars sell them in flavored varieties; 84.2% of stores that sell electronic smoking devices sell flavored varieties; and 83.8% of stores that sell chew or snus sell flavored varieties. 70% of tobacco retailers within 1,000 feet of San Francisco schools sell flavored tobacco products other than menthol cigarettes, and nearly all sell menthol cigarettes.

(c) Each day, about 2,500 children in the United States try their first cigarette; and another 400 children under 18 years of age become new regular, daily smokers. 81% of youth who have ever used a tobacco product report that the first tobacco product they used was flavored. Flavored tobacco products promote youth initiation of tobacco use and help young occasional smokers to become daily smokers by reducing or masking the natural harshness and taste of tobacco smoke and thereby increasing the appeal of tobacco products. As tobacco companies well know, menthol, in particular, cools and numbs the throat to reduce throat irritation and make the smoke feel smoother, making menthol cigarettes an appealing option for youth who are initiating tobacco use. Tobacco companies have used flavorings such as mint and wintergreen in smokeless tobacco products as part of a “graduation strategy” to encourage new users to start with tobacco products with lower levels of nicotine and progress to products with higher levels of nicotine. It is therefore unsurprising that young people are much more likely to use menthol-, candy- and fruit-flavored tobacco products, including not just cigarettes but also cigars, cigarillos, and hookah tobacco, than adults. Data from the National Youth Tobacco Survey indicate that more than two-fifths of U.S. middle school and high school smokers report using flavored little cigars or flavored cigarettes. Further, the Centers for Disease Control and Prevention has reported a more than 800% increase in electronic cigarette use among middle school and high school students between 2011 and 2015. Nicotine solutions, which are consumed via electronic smoking devices such as electronic cigarettes, are sold in thousands of flavors that appeal to youth, such as cotton candy and bubble gum.

(d) Much as young people disproportionately use flavored tobacco products including menthol cigarettes, the same can be said of certain minority groups. In one survey, the percentage of people who smoke cigarettes that reported smoking menthol cigarettes in the prior month included, most dramatically, 82.6% of Blacks or African-Americans who smoke cigarettes. The statistics for other groups were: 53.2% of Native Hawaiians or Other Pacific Islanders who smoke cigarettes; 36.9% of individuals with multiracial backgrounds who smoke cigarettes; 32.3% of Hispanics or Latinos who smoke cigarettes; 31.2% of Asians who smoke cigarettes; 24.8% of American Indians or Alaska Natives who smoke cigarettes; and 23.8% of Whites or Caucasians who smoke cigarettes. People who identify as LGBT and young adults with mental health conditions also struggle with disproportionately high rates of menthol cigarette use. The disproportionate use of menthol cigarettes among targeted groups, especially the extremely high use among African-Americans, is troubling because of the long-term adverse health impacts on those groups.

(e) Between 2004 and 2014, overall smoking prevalence decreased, but use of menthol cigarettes increased among both young adults (ages 18-25) and other adults (ages 26+). These statistics are consistent with the finding that smoking menthol cigarettes reduces the likelihood of successfully quitting smoking. Scientific modeling has projected that a national ban on menthol cigarettes could save between 300,000 and 600,000 lives by 2050.

■ (Added by [Proposition E](#), 6/5/2018, Eff. 7/21/2018, Oper. 7/21/2018)

SEC. 19Q.2. DEFINITIONS.

For purposes of this Article 19Q, the following definitions shall apply:

“Characterizing Flavor” means a Distinguishable taste or aroma or both, other than the taste or aroma of tobacco, imparted by a Tobacco Product or any byproduct produced by the Tobacco Product. Characterizing Flavors include, but are not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice. A Tobacco Product shall not be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a Distinguishable taste or aroma or both, as described in the first sentence of this definition, that constitutes a Characterizing Flavor.

“Cigarette” has the meaning set forth in 21 U.S.C. § 387(3), as may be amended from time to time.

“Constituent” means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet that is added by the manufacturer to a Tobacco Product during the processing, manufacture, or packing of the Tobacco Product.

“Director” has the meaning set forth in Health Code Section 19H.2.

“Distinguishable” means perceivable by either the sense of smell or taste.

“Establishment” has the meaning set forth in Health Code Section 19H.2.

“Flavored Cigarette” means a Cigarette that contains a Constituent that imparts a Characterizing Flavor.

“Flavored Tobacco Product” means any Tobacco Product, other than a Cigarette, that contains a Constituent that imparts a Characterizing Flavor.

“Labeling” means written, printed, pictorial, or graphic matter upon any Tobacco Product or any of its Packaging.

“Packaging” means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a Tobacco Product is sold or offered for sale to a consumer.

“Tobacco Product” has the meaning set forth in Health Code Section 19H.2.

■ (Added by [Proposition E](#), 6/5/2018, Eff. 7/21/2018, Oper. 7/21/2018)

SEC. 19Q.3. SALE OR DISTRIBUTION OF FLAVORED TOBACCO PRODUCTS PROHIBITED.

(a) The sale or distribution by an Establishment of any Flavored Tobacco Product is prohibited.

(b) There shall be a rebuttable presumption that a Tobacco Product, other than a Cigarette, is a Flavored Tobacco Product if a Manufacturer or any of the Manufacturer’s agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the Tobacco Product has or produces a Characterizing Flavor, including, but not limited to, text, color, and/or images on the product’s Labeling or Packaging that are used to explicitly or implicitly communicate that the Tobacco Product has a Characterizing Flavor.

■ (Added by [Proposition E](#), 6/5/2018, Eff. 7/21/2018, Oper. 7/21/2018)

SEC. 19Q.4. SALE OR DISTRIBUTION OF FLAVORED CIGARETTES PROHIBITED.

(a) The sale or distribution by an Establishment of any Flavored Cigarette is prohibited.

(b) There shall be a rebuttable presumption that a Cigarette is a Flavored Cigarette if a Manufacturer or any of the Manufacturer’s agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the Cigarette has or produces a Characterizing Flavor, including, but not limited to, text, color, and/or images on the product’s Labeling or Packaging that are used to explicitly or implicitly communicate that the Cigarette has a Characterizing Flavor.

■ (Added by [Proposition E](#), 6/5/2018, Eff. 7/21/2018, Oper. 7/21/2018)

SEC. 19Q.5. ADMINISTRATIVE REGULATIONS.

The Director may adopt rules, regulations, or guidelines for the implementation and enforcement of this Article 19Q.

■ (Added by [Proposition E](#), 6/5/2018, Eff. 7/21/2018, Oper. 7/21/2018)

SEC. 19Q.6. ENFORCEMENT.

The Director, or his or her designee, may enforce Sections 19Q.3 and 19Q.4 pursuant to Articles 19 *et seq.* of the Health Code, including but not limited to Article 19H.

■ (Added by [Proposition E](#), 6/5/2018, Eff. 7/21/2018, Oper. 7/21/2018)

SEC. 19Q.7. NO CONFLICT WITH FEDERAL OR STATE LAW.

Nothing in this Article 19.Q¹ shall be interpreted or applied so as to create any requirement, power, or duty that is preempted by federal or state law.

(Added by [Proposition E](#), 6/5/2018, Eff. 7/21/2018, Oper. 7/21/2018)

CODIFICATION NOTE

- 1. So in [Proposition E](#), 6/5/2018.

SEC. 19Q.8. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or word of this Article 19Q, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of the Article. The Board of Supervisors hereby declares that it would have passed this Article, and each section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Article or application thereof would be subsequently declared invalid or unconstitutional.

(Added by [Proposition E](#), 6/5/2018, Eff. 7/21/2018, Oper. 7/21/2018)



City Council Agenda Report

Agenda Item No. 9.b.

DATE: March 26, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION 24-141, APPROVING AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (CSA) WITH COUNCIL FOR WATERSHED HEALTH FOR THE MERCED AVENUE GREENWAY PROJECT

SUMMARY: On October 12, 2021, the City Council adopted Resolution 21-66 awarding a contract services agreement (CSA) to Council for Watershed Health (CWH) to provide project administration services for the Merced Avenue Greenway (Rush Street to Lerma Road) project in the amount of \$412,447 funded through a California Natural Resource Agency Prop 68 grant to proceed with pre-construction activities including project administration, grant reporting, technical services supporting bid and award, WQ/LID planning documents and community engagement. The Merced Avenue Greenway Project in the City of South El Monte is a multi-benefit green street project which includes decentralized Low Impact Development (LID) Best Management Practices (BMPs) within the street right-of-way that slows, captures, treats, and infiltrate stormwater runoff.

RECOMMENDED ACTION: Staff recommends City Council: Adopt Resolution No. 24-141, approving an amendment to the existing CSA with Council for Watershed Health to 1) increase the PSA value by \$499,850 to authorize the full scope of project administration, technical services, LID/WQ monitoring program implementation and community engagement through construction and post-construction monitoring of the southern portion of the Merced Avenue Greenway project. These efforts are expressly identified within the funded agreements and line item budgets of the State Water Resource Control Board (SWRCB) Prop 1 and LA County Safe Clean Water Program (SCWP) Measure W grants; 2) edit PSA terms and conditions in Exhibit C to delete 10% retention requirement; and, 3) extend performance period to April 30, 2026.

FISCAL/FINANCIAL IMPACT:

The proposed amendment increases the contract services agreement to \$912,297 and will be funded from the following sources:

CNRA (Prop 68) Grant	\$412,447
SWRCB (Prop 1) Grant	\$ 88,162
County SCWP (Measure W) Grant	\$411,688
Total Budget	\$912,297

The proposed not-to-exceed cost is within the approved project budget and results in no fiscal impact to the City.

DISCUSSION:

The first phase of the 1.1-mile Merced Avenue Greenway began construction activities in January 2024 to implement the southern .65-mile segment of the project between Rush Street and Lerma Road. This southern segment is funded through grants applied for and secured with the direct assistance of CWH and reflects the long-term partnership between the city and the non-profit organization, as well as, their community-based organization (CBO) partners Active SGV, and Climate Resolve. Together, these partners have been instrumental in conducting robust community engagement to inform the planning and design of this multi-purpose green infrastructure project. CWH was successful in assisting the City in securing \$9.8M in grants from five (5) agencies representing local, state and federal funding sources.

On April 3, 2023, the Engineering Department solicited construction bids, with the lowest responsive bid submitted by Gentry Brothers, Inc. in the amount of \$9,098,474. The bid results revealed a \$2.1M funding gap related to escalation in construction costs resulting from the world-wide pandemic and inflation. CWH was further successful in securing a commitment from SWRCB to fill the gap and brought the total project budget up to \$11.9M; thus, allowing the award of the construction contract at the July 25, 2023 Council meeting. The SWRCB grant was amended effective July 19, 2023.

This recommended contract amendment will fully fund the continuation of grant identified and intended project technical support activities of CWH and its sub-consultants (ex. Active SGV, Climate Resolve, Herrera Environmental Consultants, TetraTech/Alta) through construction and post-construction phases, including, but not limited to: a) grant administration and project coordination support; b) A/E technical support; c) on-going and robust community outreach to provide construction updates and showcase educational benefits of the new greenway during construction; d) implement post-construction stewardship activities; e) WQ monitoring plan implantation including install support, training & equipment; f) WQ sampling and reporting; and, g) assist with plant health monitoring; and, h) preparation of an Urban Heat Island monitoring report.

This innovative partnership between the City of South El Monte (as the lead entity), Council for Watershed Health, ActiveSGV, and Climate Resolve along with the original technical design team (Tetra Tech/Alta) will ensure that the intended design is carried over efficiently through the construction and post-construction phase.

Council for Watershed Health (CWH) is a 501(c)3 non-profit organization with experience in watershed resource planning using GIS, green infrastructure, environmental assessment, and community engagement. CWH understands the complexities of engaging multiple City agencies, residents, and project stakeholders on large and complex infrastructure projects. It has technical expertise in the design and construction of public right-of-way green infrastructure and stormwater Low Impact Development (LID) projects. CWH serves as the project lead on water resource issues as they pertain to the

operations and maintenance of green infrastructure elements, pre- and post-construction project performance monitoring and reporting, and the use of native plants and climate-appropriate plants in urban landscape projects.

ActiveSGV is a 501(c)3 community-based nonprofit organization focused on community, open streets, transit improvements, green infrastructure, and advocacy for a more sustainable, equitable and livable San Gabriel Valley. ActiveSGV staff has a long history working with community residents in the City of South El Monte and understands the needs of its members. ActiveSGV will serve as the lead technical advisor on community engagement and stewardship on the greenway. As was their role in the design phase, ActiveSGV staff will continue to help develop unified messaging and galvanize local support through information sharing about integrated water management and parallel community benefits.

ATTACHMENT(S):

- A. (SEM) Reso re Council for Watershed Health Amend. No. 1 (2024)(970727.1)
- B. Original Council for Watershed Health Agreement
- C. (SEM) Council for Watershed Amend. No. 1 (2024)(970697.1)
- D. Phase I Merced South Amendment 1 SEM CWH agreement March 2024
- E. Phase I Merced South Contract Amendment 1 SEM_CWH_Letter_EAssigned

ATTACHMENT A

RESOLUTION NO. 24-141

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN AMENDMENT TO A CONTRACT SERVICES AGREEMENT WITH COUNCIL FOR WATERSHED FOR THE MERCED AVENUE GREENWAY

WHEREAS, on February 16, 2021, the City of South El Monte received approval of funding for the Merced Avenue Greenway Project (“Project”) from the State Water Resources Control Board in the amount of \$2,589,214; and

WHEREAS, on July 17, 2021, the City received approval of funding from the California National Resources Agency in the amount of \$3,000,000; and

WHEREAS, the City on September 14, 2021, the City received approval of funding from the County of Los Angeles Measure W (Safe Clean Water Program) in the amount of \$3,197,240; and

WHEREAS, on September 20, 2021, the City received approval of funding from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy in the amount of \$731,720; and

WHEREAS, on March 25, 2021, the United States Bureau of Reclamation (WaterSMART Program) awarded the City a grant in the amount of \$299,953; and

WHEREAS, the City’s Grant Agreement with California National Resources Agency, approved by City Council on July 17, 2021, allowed the Council for Watershed Health to commence work on pre-construction tasks; and

WHEREAS, on October 12, 2021, the City entered into a contract services agreement with Council for Watershed Health to provide project administration services for the Merced Avenue Greenway Project; and

WHEREAS, the City and Council for Watershed Health have negotiated and now desire to amend the scope of services, contract sum, and term of the October 2021 agreement.

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

Section 1. The above recitals are true and correct and incorporated by reference.

Section 2. The City Council hereby authorizes the City Manager to take all actions necessary to effectuate and execute an amendment to the contract services agreement with Council for Watershed Health, subject to the City Attorney's approval as to form.

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

PASSED, APPROVED, AND ADOPTED this 26th day of March 2024

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-141, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 26th day of March 2024 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Attachment B

RESOLUTION NO. 21-66

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING CONTRACT SERVICES AGREEMENT TO
COUNCIL FOR WATERSHED HEALTH TO PROVIDE
PROJECT ADMINISTRATION SERVICES FOR MERCED
AVENUE GREENWAY PROJECT

WHEREAS, On February 16, 2021, the City received approval of funding for the Merced Avenue Greenway Project in the amount of \$2,589,214 from the State Water Resources Control Board; and

WHEREAS, On July 17, 2021, the City received funding in the amount of \$3,000,000 from the California National Resources Agency (CNRA); and

WHEREAS, On September 14, 2021, the City received approval of funding in the amount of \$3,197,240 from the FY 21-22 funding cycle of the County of Los Angeles Measure W (Safe Clean Water Program); and

WHEREAS, On September 20, 2021, the City received approval of funding in the amount of \$731,720 from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC); and

WHEREAS, On March 25, 2021, the City was awarded a grant in the amount of \$299,953 from the United States Bureau of Reclamation (WaterSMART Program); and

WHEREAS, The Grant Agreement for the California Natural Resources Agency (CNRA) Prop 68 grant award approved by City Council on July 17, 2021, specifically allows Council for Watershed Health to begin work on pre-construction tasks; and

WHEREAS, the City needs to enter into agreement with Council for Watershed Health in order to implement the project.

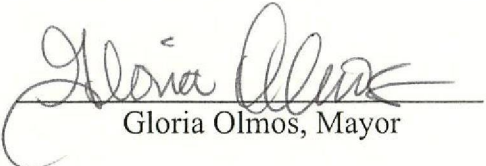
NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

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

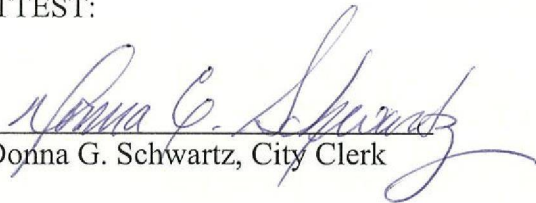
SECTION 2. The City Council hereby authorizes the City Manager to execute a contract services agreement with Council for Watershed Health in the amount of \$412,447. The Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED and ADOPTED this 12th day of October, 2021.


Gloria Olmos, Mayor

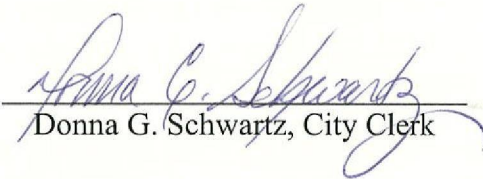
ATTEST:


Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-66 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 12th day of October, 2021 and that said Resolution was adopted by the following vote:

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


Donna G. Schwartz, City Clerk

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

COUNCIL FOR WATERSHED HEALTH

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
COUNCIL FOR WATERSHED HEALTH**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 12th day of October, 2021 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and Council for Watershed Health, a California 501(c)3 non-profit corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City submitted a proposal for the California Natural Resources Agency ("CNRA") Green Infrastructure Grant for the Merced Avenue Greenway Project. City's Proposal is attached hereto as **Exhibit A-1**.

B. The City was selected as a Grantee; and City and the CNRA entered into a Grant Agreement on July 20, 2021. The Grant Agreement is attached hereto as **Exhibit E**.

C. In the City's proposal, the City listed Council for Watershed Health ("Consultant") as a sub-grantee to implement the proposal.

D. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

E. The Parties desire to formalize sub-grantee Consultant's performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall

follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Twelve Thousand, Four Hundred Forty-Seven Dollars (\$412,447.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for one (1) additional one-year term.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Eileen Alduenda
(Name)

Executive Director
(Title)

Jason Casanova
(Name)

Director of Planning
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the Community Development Director, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City

Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained

by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The

indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of

uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be

instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed,

religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials  

9.7 Corporate Authority.

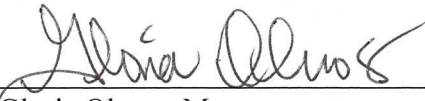
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions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

[SIGNATURES ON FOLLOWING PAGE]

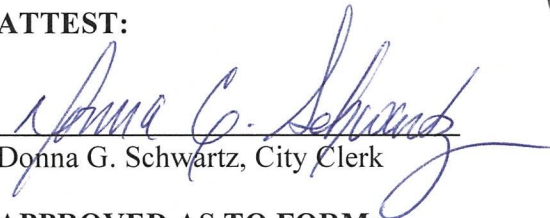
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation


Gloria Olmos, Mayor

ATTEST:


Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESIRE & WYNDER, LLP

See attached
Anthony R. Taylor, City Attorney

CONSULTANT:

COUNCIL FOR WATERSHED HEALTH, a nonprofit corporation

By: _____
Name: Eileen Alduenda
Title: Executive Director

By: _____
Name: _____
Title: _____

Address: 177 E. Colorado Blvd, Suite 200
Pasadena, CA 91105

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

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Gloria Olmos, Mayor

ATTEST:

See attached
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APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor
Anthony R. Taylor, City Attorney

CONSULTANT:

COUNCIL FOR WATERSHED HEALTH, a nonprofit corporation

DocuSigned by:
By: Eileen Alduenda
Name: Eileen Alduenda
Title: Executive Director

DocuSigned by:
By: Stephen Arakawa
Name: Stephen Arakawa
Title: Board President, Council for watershed health

Address: 177 E. Colorado Blvd, Suite 200
Pasadena, CA 91105

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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- ☐ INDIVIDUAL
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TITLE(S)

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following project administration services for the Merced Avenue Greenway Project:

A. Project Administration and Contract Procurement:

- Consultant will manage the subconsultants (ActiveSGV, Climate Resolve, Tetra Tech/Alta), who are tasked with engagement, outreach, education, monitoring, and training in the CNRA Prop 68 Grant (Attached as Exhibit E).
- Consultant will assist the City to coordinate with outside agencies and funders as needed per the grant.
- Consultant will assist the City CIP Manager as requested in the management of the construction timeline and leading monthly project team meetings.

B. Construction Bid Package

- Consultant will assist the City in the review of the construction bid documents to make sure that all requirements are included as it relates to Federal or State funding documentation.
- Consultant will participate in the bid package advertisement, including pre-bid meetings as needed, review of bids, and make recommendations in the selection process as requested by the City.

C. Community Engagement:

- Consultant will work with ActiveSGV, Climate Resolve, and with City staff to notify the community of the construction timeline and potential lane closures and neighborhood access ways.
- ActiveSGV will establish a community advisory committee, hold engagement events to educate residents about the multiple benefits of the project and provide updates on project progress.
- Consultant will maintain the construction website and means of communication so that residents can share concerns easily.

- As an engagement exercise with residents, Active SGV will oversee bike and ped counts after construction is complete.

D. Construction Monitoring & Technical Services:

- Consultant will review and monitor field activity with the City CIP Manager to ensure the scope of the construction specifications are met.
- Consultant will photo document construction progress throughout this implementation phase.

E. Water Quality & Urban Heat Island (UHI) Monitoring:

- Consultant will monitor water quality and landscape health to evaluate successes and outcomes.
- Consultant will develop a post-construction monitoring plan to measure the effectiveness of the BMP treatment train.
- Consultant will monitor conditions for two years post construction in order to develop baseline data. Climate Resolve will be conducting a post-construction urban heat island (UHI) study to track shading and hardscape reduction improvements. As part of the grant requirements, the City will also be hiring the San Gabriel Conservation Corps to plant 130 street trees on Merced Avenue.
- Consultant will work with the City CIP Manager and Construction contractor to provide hands-on training for planting the trees as well as care and maintenance.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Reports as applicable to the tasks
- B. Correspondence describing tasks and findings

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. Regular e-mail updates
- B. Verbal updates by phone or in person, as requested by the City

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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

- A. Eileen Alduenda, Executive Director
- B. Jason Casanova, Director of Planning
- C. Rumi Yanakiev, Director of Operations and Finance
- D. Andrea Dell'Apa, Project Manager
- E. Yareli Sanchez, Sr. Scientist
- F. Drew Ready, Sr. Programs Manager
- G. Elise Eberhard, GIS Analyst & Digital Communications
- H. Amanda Zeidner, Community Communications Coordinator
- I. Subcontractors: ActiveSGV, Climate Resolve, TetraTech, Alta Planning

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Section, 4.5, "Prohibition Against Subcontracting or Assignment" is deleted in its entirety.

~~"4.5 — Prohibition Against Subcontracting or Assignment.~~

~~The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."~~

5.1 Insurance Coverages.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than ~~\$2,000,000~~ **\$1,000,000** per occurrence, ~~\$4,000,000~~ **\$3,000,000** general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability ~~that has not been amended.~~ Any endorsement restricting standard ISO "insured contract" language will not be accepted.

5.3 Indemnification.

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

Each party is responsible for, and will indemnify the other, for any damage to, or destruction of their own equipment, tools or other personal property and that of their employees regardless of the cause.

The City agrees to attempt reconciliation prior to bringing legal action by submitting a dispute to mediation by a neutral third party under the laws of the State of California and agreed to by both parties to the agreement. If any legal action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amount as shall be allowed by the court. For purposes of this provision, 'prevailing party' shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

(a) *If mediation by a neutral third party fails to provide any resolution*, Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) *If mediation by a neutral third party fails to provide any resolution*, Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, *and if mediation by a neutral third party fails to provide any resolution*, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	TASK	SUB- BUDGET
Task A	Project Management	\$119,624
Task B	Construction Bid Package	\$44,420
Task C	Community Engagement	\$92,595
Task D	Construction Monitoring & Technical Services	\$114,940
Task E	Water Quality & Urban Heat Island (UHI) Monitoring	\$40,868
	Total Cost	\$412,447

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - V. **The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
 - VI. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**
- Not applicable.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

	TASK	<u>Deadline</u>
Task A	Project Management	12/15/2024
Task B	Construction Bid Package	5/1/2022
Task C	Community Engagement	12/30/2023
Task D	Construction Monitoring & Technical Services	3/15/2024
Task E	Water Quality & Urban Heat Island (UHI) Monitoring	12/15/2024

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

Deliverable dates will be communicated and decided between the City and the Consultant.

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

EXHIBIT “E”

GRANT AGREEMENT

SB 7/19/2021

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

MJ 7/19/2021

GRANTEE NAME: City of South El Monte

PROJECT TITLE: Merced Avenue Greenway Project

AUTHORITY: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

PROGRAM: Green Infrastructure Grant Program – Proposition 68

AGREEMENT NUMBER: G86513-0

TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: 07/01/2021 to 12/31/2024

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION:

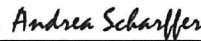
See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$3,000,000.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF SOUTH EL MONTE**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**By 

Rachel Barbosa

By 

Andrea Scharffer

Title City Manager

Title Deputy Assistant Secretary, Bonds and Grants

Date 7/20/2021

Date 7/20/2021

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
\$3,000,000.00		G86513-0		6088 - California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Fund of 2018			
ADJ. INCREASING ENCUMBRANCE				FISCAL PO NUMBER			
\$				0780			
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$		Local Assistance					
UNENCUMBERED BALANCE		REF NUMBER	FUND	ENACTMENT YEAR	ACCOUNT NUMBER		ALT ACCOUNT
\$		101	608800002	2018	5432000		5432000000
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOC	AGENCY USE	BUDGET PERIOD
0320	0540	0540G865130	31865	05400001	31865	B7545	2019

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

7/27/2021

SIGNATURE OF ACCOUNTING OFFICER

DATE

Agreement No. G86513-0

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: City of South El Monte
Project Title: Merced Avenue Greenway Project
Agreement Number: G86513-0
Authority: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018
Program: Green Infrastructure Grant Program – Proposition 68

PROJECT DESCRIPTION

Project to install several LID BMPs along a 0.65-mile-long stretch of Merced Avenue in South El Monte, including bioretention basins, vegetated swales, rain cisterns, permeable pavers, and planting 130 new trees.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used for multibenefit green infrastructure investments in or benefiting disadvantaged or severely disadvantaged communities in accordance with the provisions contained in the Green Infrastructure Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

- RB* 1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released.
- RB* 2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity.
- RB* 3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in

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consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

- RB 4. Grantee has agreed to use labor provided in part by either the California Conservation Corps (CCC) and/or the California Association of Local Conservation Corps (CALCC). If use of these services is deemed no longer feasible or practical by mutual consent between the corps and grantee, a new corps consultation form shall be provided to the State releasing the Grantee of its obligation.

General Provisions

A. Definitions

1. The term "Act" means Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Green Infrastructure Grant Program Grant Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grant Agreement" means a contractual arrangement between the State and grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the grantee.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
12. The term "Payment Request Form" means Form RA212.
13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
14. The term "Project Budget" means the State approved cost estimate included as an Exhibit to this Agreement.

15. The term "Project Scope" means the description or activity for work to be accomplished by the Project.
16. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- RB 3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2025**.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and

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disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access by the State upon 24 hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access to the Project in accordance with the intent of the Act.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 - c. Advance payments may be made at the discretion of the State.
 - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

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- b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
- RB* 4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2025**.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by

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Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is for the purposes as stated in the application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

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3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

RB

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: South El Monte, City of

Project Title: Merced Avenue Greenway Project

Agreement Number: G86513-0

Project Location: Merced Avenue beginning from Rush St (north) to Lerma Rd (south)

RB

Project Scope:

The project consists of 0.65-mile expansion of greenway located in the City of South El Monte in Los Angeles County that incorporates stormwater capture best management practices and provides pedestrian and bike connections to parks and open spaces.

The grant will fund the following project elements:

- Direct project management
- Construction support services and bid review
- Community outreach
- Low impact development best management practices monitoring
- Urban heat island monitoring
- Site preparation and demolition including:
 - the removal of impervious surfaces such as AC pavement, sidewalk, concrete curb and gutter, concrete spandrel, and cross gutter
 - Excavation for bikeway, bioretention, infiltration gallery, planters, and sidewalk
- Installation of approximately 6,864 linear feet of an elevated (protected) concrete bike path
- Installation of approximately 20 bike ramps
- Application of approximately 4 Bicycle Stop Pavement Markings
- Application of approximately 20 Bicycle street markings/signage
- Installation of one bicycle signal detection feature
- Installation of approximately 133 trees*
- Soil preparation and amendment
- Installation of irrigation equipment for recycled water line
- Installation of approximately 3 signs (construction and funding acknowledgement)

This site is a public transportation corridor (street) owned by the City of South El Monte.

RB

Project Schedule:

Activity Description	Timeline
Submit CEQA docs to State	December 2019
Submit final site design/plans/specifications to State*	July 2021
Bid Package	October 2021
Bid Award	April 2022
Begin Construction	September 2022
Submit evidence of signage (construction)	September 2022
Complete Construction	November 2023
Submit evidence of signage (Prop 68 recognition)	December 2023
Complete O&M Training	June 2024
Complete Monitoring	December 2024
Plant Establishment**	November 2024

EXHIBIT A

Record Deed Restriction and Submit Project Closeout package with final Payment Request to State	Final Completion – December 2024
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*A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

**Plant establishment reimbursed by the grant not to exceed two (2) years.

Cost Estimate: See Exhibit A-1

Merced Avenue Greenway Implementation Project					
South El Monte					
G86513-0					
Exhibit A-1 Cost Estimate					
Project elements	Total cost	CNRA Prop 68 GI	WATER BOARD Prop 1 SW	RMC Prop 68	OTHER (Measure W, USB, local match)
NON-CONSTRUCTION (not to exceed 25% of grant)					
A Direct Project Management					
1 Staff Time	\$613,356	\$318,317		\$143,344	\$151,695
B Planning, Design & Permitting-Completed					
Project Partners / Consultants					
C Council for Watershed Health					
1 Project Management	\$266,367	\$119,624		\$47,626	\$99,117
2 LID BMP Monitoring	\$126,575	\$23,268	\$47,920	\$37,454	\$17,933
3 O&M Training	\$39,892			\$39,892	
D Active SGV					
1 Community Outreach/Stewardship	\$178,848	\$68,595	\$40,242	\$53,211	\$16,800
E Climate Resolve					
1 Community Outreach	\$24,000	\$24,000			
2 UHI Monitoring	\$70,113	\$17,600		\$52,513	
F Project Designers - Tetra Tech/Alta					
1 Bid Review	\$44,420	\$44,420			
2 Construction Support Services	\$114,940	\$114,940			
Total Non-Construction Costs (not to exceed 25%)	\$1,478,511	\$730,764	\$88,162	\$374,040	\$285,545
CONSTRUCTION					
G Site Preparation	\$1,507,638	\$1,499,448	\$8,190	\$0	\$0
1 Mobilization / Demobilization	\$292,424	\$292,424			
2 Site prep & Demolition	\$1,215,214	\$1,207,024	\$8,190	\$0	\$0
H Pavement	\$2,777,195	\$500,388	\$1,099,665	\$660,860	\$516,283
1 Grind and Overlay (2.5")	\$257,104		\$257,104		
2 6" Curb	\$71,260		\$71,260		
3 6" Curb and Gutter	\$102,950		\$102,950		
4 Gutter	\$40,710		\$40,710		
5 Concrete Sidewalk	\$464,711		\$464,711		
6 Curb Extension (Planter)	\$31,200			\$31,200	
7 ADA Curb Ramp	\$153,000		\$153,000		
8 Cross Gutter	\$6,570		\$6,570		
9 Elevated Bikeway	\$411,380	\$411,380			
10 Bikeway App. Base	\$28,068	\$28,068			
11 Bicycle Ramp	\$50,000	\$50,000			
12 AC Pavement	\$246,720				\$246,720
13 AC Pavement App. Base	\$164,084				\$164,084
14 Concrete Landscape Curb	\$3,360		\$3,360		
15 Monolithic Wall at Bio Planters	\$489,000			\$489,000	
16 Concrete Buffer	\$29,795				\$29,795
17 12" Pedestrian Strip	\$53,760			\$53,760	
18 4" Pedal Safe Curb	\$76,700			\$76,700	
19 4" Planter Curb	\$12,960	\$12,960			
20 Curb Cut	\$10,200			\$10,200	
21 Driveway Apron	\$75,684				\$75,684
I Signals and Signage (street)	\$72,620	\$8,200	\$64,420	\$0	\$0
1 Stop Bar (12" Wide)	\$1,164		\$1,164		
2 Stop Pavement Marking	\$8,000		\$8,000		
3 Bicycle Stop Pavement Marking	\$1,200	\$1,200			
4 Continental Crosswalk	\$8,640		\$8,640		
5 Conflict Striping @ Intersections	\$3,500		\$3,500		
6 White Bicycle Lane Pavement Marking	\$5,000	\$5,000			
7 Bicycle Signal Detection	\$2,000	\$2,000			
8 Traffic and Wayfinding Signage	\$10,125		\$10,125		
9 Center Turn Lane Pavement Marking	\$2,800		\$2,800		
10 Center Turn Lane Striping	\$18,195		\$18,195		
11 Parking Lane Striping	\$10,864		\$10,864		
12 Red Curb Paint	\$1,132		\$1,132		
J Landscape and Irrigation	\$704,927	\$100,200	\$0	\$604,727	\$0
1 15-gal tree+ deepwell irrigation	\$24,000	\$24,000			
2 15-gal tree	\$37,200	\$37,200			
3 Treevault structural root system	\$176,893			\$176,893	
4 Soil Prep and Amendment	\$10,000	\$10,000			
5 Shrubs, grasses, & groundcover	\$233,364			\$233,364	
6 Irrigation POC (incl. meter, backflow)	\$9,000	\$9,000			
7 Irrigation Controllers and Misc. Irrigation Equipment	\$20,000	\$20,000			
8 Shrub & groundcover irrigation	\$194,470			\$194,470	
K Water Quality Treatment	\$1,193,092	\$0	\$1,019,391	\$173,701	\$0
1 Bioretention with underdrain	\$46,253			\$46,253	
2 Trenching for Drain Connection to Storm Drain	\$2,236			\$2,236	
3 4" Underdrain	\$24,920			\$24,920	
4 18" RCP Storm Drain	\$27,020			\$27,020	
5 Bioretention without Underdrain	\$73,273			\$73,273	
6 Infiltration Gallery	\$9,333		\$9,333		
7 Gravel (Additional 1.5' Below Infiltration Gallery)	\$1,568		\$1,568		
8 Grated Curb Inlet -Guardians	\$90,000		\$90,000		
9 Junction Structure (connection to SD system)	\$50,000		\$50,000		
10 Storm Drain Pipe Penetration	\$4,000		\$4,000		
11 Storm Drain Manhole Junction Structure (in Focal Points)	\$20,000		\$20,000		
12 Grated Inlet (focal overflow)	\$60,000		\$60,000		
13 Biofiltration Clean-Out	\$29,000		\$29,000		
14 High Infiltration Biofiltration Media	\$381,400		\$381,400		
15 Permeable Pavers (AC)	\$156,300		\$156,300		
16 RTANK	\$132,500		\$132,500		
17 Non-bioretention Planter Area	\$55,390		\$55,390		
18 Lysimeter	\$29,900		\$29,900		
L Utilities	\$283,334	\$0	\$150,000	\$133,334	\$0
1 Utility Allowance for Adjustments/Protection/Coordination	\$133,334			\$133,334	
2 Remodel Large Existing Catch Basin	\$75,000		\$75,000		
3 Remodel Small Existing Catch Basin	\$45,000		\$45,000		
4 Remodel Storm Culvert sidewalk culvert	\$30,000		\$30,000		
M Temporary Traffic Control	\$133,334	\$0	\$0	\$133,334	\$0
N Other	\$406,290	\$11,000	\$159,387	\$205,126	\$30,777
1 Inspections	\$338,551		\$153,887	\$153,887	\$30,777
2 O&M Manuals	\$3,334			\$3,334	
3 Record Drawings	\$3,334			\$3,334	
4 Hazard Insurance / Bond	\$44,571			\$44,571	
5 Funding Acknowledgement Signs	\$16,500	\$11,000	\$5,500.00		
Total Construction	\$7,078,430	\$2,119,238	\$2,501,052	\$1,911,082	\$547,060
Contingency (not to exceed 10% of grant)	\$450,000	\$150,000		\$150,000	\$150,000
PROJECT GRANT TOTAL	\$9,006,941	\$3,000,000	\$2,589,214	\$2,435,122	\$982,605
*Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.					
*All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.					

RB



LOSANGE-03

MBATLLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2023

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

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

PRODUCER License # 0K07568 Hoffman Brown Company 5000 Van Nuys Blvd. 6th Floor Sherman Oaks, CA 91403	CONTACT NAME: PHONE (A/C, No, Ext): (818) 986-8200 FAX (A/C, No): (818) 986-8510 E-MAIL ADDRESS:
INSURED Council for Watershed Health 177 E Colorado Blvd., Suite 200 Pasadena, CA 91105	INSURER(S) AFFORDING COVERAGE INSURER A : Nova Casualty Company 42552 INSURER B : Oak River Insurance Company 34630 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		CF1-ML-10001174-06	7/29/2023	7/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		CF1-ML-10001174-06	7/29/2023	7/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CF1-UM-10000388-06	7/29/2023	7/29/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	COWC560227	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Grant Agreement No. 16-114

WARNING: Additional Insured Status is ONLY valid if required by written contract executed prior to the loss

The City of South El Monte; The State of California, its officers, agents, and employees are named as Additional Insured on the General Liability and Auto Liability policies per attached policy form#AGL09340717

CERTIFICATE HOLDER

CANCELLATION

City of South El Monte 1415 Santa Anita Avenue South El Monte, CA 91733	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sandra McChesney</i>
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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
Paragraph 2. **Exclusions** is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to aircraft chartered with crew to any insured.
- b. This exception provision does not apply if the chartered aircraft is owned by any insured.
- c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1) \$1,000,000; or
- (2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

- a. The following is added to subparagraph (4) of j. **Damage To Property**:

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

(a) On premises you own or rent or on ways next to premises you own or rent; and

(b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

(c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;

(d) Contraband, or property in the course of illegal transportation or trade; or

(e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

b. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

7. Paragraph 2. **Exclusions** is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

B. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**,

Paragraph 2. **Exclusions** is amended as follows:

1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:

e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

C. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, Paragraph 1. is amended as follows:

1. The limit in subparagraph b. is increased to \$2,500.

2. The limit in subparagraph d. is increased to \$500 a day.

D. **ADDITIONAL INSURED**

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".

a. This endorsement applies only if the written contract or written agreement is:

(1) Currently in effect or becomes effective during the term of this Policy; and

(2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The insurance afforded to such additional insured only:

(1) Applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. The insurance provided to the additional insured by this endorsement applies as follows:

a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises owned by or rented to you; or

(2) In the performance of your ongoing operations.

b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:

COMMERCIAL GENERAL LIABILITY

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection or engineering services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
 - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
 - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
 - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
 - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
 - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
 - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
 - j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; orAs respects Paragraph j.(2) above, this insurance does not apply to:
 - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

COMMERCIAL GENERAL LIABILITY

- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) This insurance afforded to the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
- (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.

- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.

3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. **ADDITIONAL INSURED**s does not apply to such person(s) or organization(s).

6. Paragraph 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

E. **SECTION II - WHO IS AN INSURED** is amended as follows:

1. **BROADENED NAMED INSURED**

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

COMMERCIAL GENERAL LIABILITY

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:
 - (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
 - (2) When acting within the scope of their employment by you.Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4.b. **Excess Insurance** is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations:**

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. SPECIAL EVENT PREMIUM RATING

The following is added:

Special Event Premium Rating

- a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

- b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in 3.a.(1) or 3.a.(2) above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph 14.b. is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

- ruling;
(d) Not arising out of any "advertisement" by the insured.

3. INSURED CONTRACT

- a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:
 - a. A contract for a lease of premises.
- b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

- 5. "Discrimination" means:
 - a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
 - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
- 6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
- 7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
- 8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.



LOSANGE-03

SMCKENZIE2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2023

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

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

PRODUCER License # 0K07568 Hoffman Brown Company 5000 Van Nuys Blvd. 6th Floor Sherman Oaks, CA 91403	CONTACT NAME:	PHONE (A/C, No, Ext): (818) 986-8200		FAX (A/C, No): (818) 986-8510
	E-MAIL ADDRESS:			
INSURED Council for Watershed Health 177 E Colorado Blvd., Suite 200 Pasadena, CA 91105	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : Nova Casualty Company			42552
	INSURER B : Oak River Insurance Company			34630
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		CF1-ML-10001174-06	7/29/2023	7/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		CF1-ML-10001174-06	7/29/2023	7/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			CF1-UM-10000388-06	7/29/2023	7/29/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	COWC455517	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Grant Agreement No. 16-114

WARNING: Additional Insured Status is ONLY valid if required by written contract executed prior to the loss

The City of South El Monte; The State of California, its officers, agents, and employees are named as Additional Insured on the General Liability and Auto Liability policies per attached policy form#AGL09340717

CERTIFICATE HOLDER

CANCELLATION

City of South El Monte 1415 Santa Anita Avenue South El Monte, CA 91733	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,

Paragraph 2. **Exclusions** is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to aircraft chartered with crew to any insured.
- b. This exception provision does not apply if the chartered aircraft is owned by any insured.
- c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1) \$1,000,000; or
- (2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

- a. The following is added to subparagraph (4) of j. **Damage To Property**:

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However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

(a) On premises you own or rent or on ways next to premises you own or rent; and

(b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

(c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;

(d) Contraband, or property in the course of illegal transportation or trade; or

(e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

b. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

7. Paragraph 2. **Exclusions** is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,

Paragraph 2. **Exclusions** is amended as follows:

1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:

e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

1. The limit in subparagraph b. is increased to \$2,500.

2. The limit in subparagraph d. is increased to \$500 a day.

D. ADDITIONAL INSURED

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".

a. This endorsement applies only if the written contract or written agreement is:

(1) Currently in effect or becomes effective during the term of this Policy; and

(2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The insurance afforded to such additional insured only:

(1) Applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. The insurance provided to the additional insured by this endorsement applies as follows:

a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises owned by or rented to you; or

(2) In the performance of your ongoing operations.

b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:

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- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
- d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
- g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

As respects Paragraph j.(2) above, this insurance does not apply to:

 - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

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- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (1) This insurance afforded to the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.
- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.
3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. ADDITIONAL INSURED does not apply to such person(s) or organization(s).
6. Paragraph 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:
For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

E. SECTION II - WHO IS AN INSURED is amended as follows:

1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

COMMERCIAL GENERAL LIABILITY

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:
 - (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
 - (2) When acting within the scope of their employment by you.Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

COMMERCIAL GENERAL LIABILITY

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations:**

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. SPECIAL EVENT PREMIUM RATING

The following is added:

Special Event Premium Rating

- a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

- b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in 3.a.(1) or 3.a.(2) above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph 14.b. is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

- ruling;
(d) Not arising out of any "advertisement" by the insured.

3. INSURED CONTRACT

- a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:
 - a. A contract for a lease of premises.
- b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

- 5. "Discrimination" means:
 - a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
 - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
- 6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
- 7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
- 8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

LOSANGE-03

SMCKENZIE2

DATE (MM/DD/YYYY)

6/16/2022

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

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

PRODUCER License # 0K07568 Hoffman Brown Company 5000 Van Nuys Blvd. 6th Floor Sherman Oaks, CA 91403	CONTACT NAME: PHONE (A/C, No, Ext): (818) 986-8200		FAX (A/C, No): (818) 986-8510
	E-MAIL ADDRESS:		
INSURED Council for Watershed Health 177 E Colorado Blvd., Suite 200 Pasadena, CA 91105	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nova Casualty Company		42552
	INSURER B : Oak River Insurance Company		34630
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		CF1-ML-10001174-05	7/29/2022	7/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		CF1-ML-10001174-05	7/29/2022	7/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CF1-UM-10000388-05	7/29/2022	7/29/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	COWC350538	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Grant Agreement No. 16-114

WARNING: Additional Insured Status is ONLY valid if required by written contract executed prior to the loss

The City of South El Monte; The State of California, its officers, agents, and employees are named as Additional Insured on the General Liability and Auto Liability policies per attached policy form#AGL09340717

CERTIFICATE HOLDER

CANCELLATION

City of South El Monte 1415 Santa Anita Avenue South El Monte, CA 91733	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,

Paragraph 2. **Exclusions** is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to aircraft chartered with crew to any insured.
- b. This exception provision does not apply if the chartered aircraft is owned by any insured.
- c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1) \$1,000,000; or
- (2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

- a. The following is added to subparagraph (4) of j. **Damage To Property**:

However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

b. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

7. Paragraph 2. **Exclusions** is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,

Paragraph 2. **Exclusions** is amended as follows:

1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:

- e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

- 1. The limit in subparagraph b. is increased to \$2,500.
- 2. The limit in subparagraph d. is increased to \$500 a day.

D. ADDITIONAL INSURED

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".

- a. This endorsement applies only if the written contract or written agreement is:

- (1) Currently in effect or becomes effective during the term of this Policy; and
- (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

- b. The insurance afforded to such additional insured only:

- (1) Applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. The insurance provided to the additional insured by this endorsement applies as follows:

- a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises owned by or rented to you; or
- (2) In the performance of your ongoing operations.

- b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.

- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
- d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
- g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or
 As respects Paragraph j.(2) above, this insurance does not apply to:
 - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) This insurance afforded to the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
- (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.

- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.

3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. ADDITIONAL INSURED does not apply to such person(s) or organization(s).

6. Paragraph 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

E. SECTION II - WHO IS AN INSURED is amended as follows:

1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

- 3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:
 - (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
 - (2) When acting within the scope of their employment by you.
 Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4.b. **Excess Insurance** is amended to add the following:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations**:

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. SPECIAL EVENT PREMIUM RATING

The following is added:

Special Event Premium Rating

- a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and

- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

- b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in 3.a.(1) or 3.a.(2) above;

- (2) Any parade, fair or carnival; or

- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph 14.b. is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:

- i. Any insured; or

- ii. Any executive officer, director, stockholder, partner or member of any insured organization;

- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;

- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative



LOSANGE-03

DNOCERO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2022

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

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

PRODUCER License # 0814758
Hoffman Brown Company
5000 Van Nuys Blvd. 6th Floor
Sherman Oaks, CA 91403

CONTACT NAME: Sandy McKenzie
PHONE (A/C, No, Ext): (818) 808-1055 FAX (A/C, No): (818) 986-8510
E-MAIL ADDRESS: smckenzie@hoffmanbrown.com

INSURED
Council for Watershed Health
177 E Colorado Blvd., Suite 200
Pasadena, CA 91105

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nova Casualty Company	42552
INSURER B : Oak River Insurance Company	34630
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		CF1-ML-10001174-04	7/29/2021	7/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		CF1-ML-10001174-04	7/29/2021	7/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CF1-UM-10000388-04	7/29/2021	7/29/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	COWC350538	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Grant Agreement No. 16-114

WARNING: Additional Insured Status is ONLY valid if required by written contract executed prior to the loss

The City of South El Monte; The State of California, its officers, agents, and employees are named as Additional Insured on the General Liability and Auto Liability policies per attached policy form#AGL09340717

CERTIFICATE HOLDER

CANCELLATION

City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandy McKenzie

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
Paragraph 2. **Exclusions** is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to aircraft chartered with crew to any insured.
- b. This exception provision does not apply if the chartered aircraft is owned by any insured.
- c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1) \$1,000,000; or
- (2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

- a. The following is added to subparagraph (4) of j. **Damage To Property**:

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However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

b. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

7. Paragraph 2. Exclusions is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,

Paragraph 2. Exclusions is amended as follows:

1. Subparagraph a. Knowing Violation Of Rights Of Another is amended to add the following:

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

2. Subparagraph e. Contractual Liability is deleted and replaced by the following:

- e. Advertising injury for which the insured has assumed liability in a contract or agreement.** This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

- 1. The limit in subparagraph b. is increased to \$2,500.**
- 2. The limit in subparagraph d. is increased to \$500 a day.**

D. ADDITIONAL INSURED

1. SECTION II - WHO IS AN INSURED is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".

a. This endorsement applies only if the written contract or written agreement is:

- (1) Currently in effect or becomes effective during the term of this Policy; and
- (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The insurance afforded to such additional insured only:

- (1) Applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. The insurance provided to the additional insured by this endorsement applies as follows:

a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises owned by or rented to you; or
- (2) In the performance of your ongoing operations.

b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:

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- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection or engineering services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
 - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
 - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
 - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
 - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
 - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
 - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
 - j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

As respects Paragraph j.(2) above, this insurance does not apply to:

 - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

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- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (1) This insurance afforded to the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.
- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.
3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. **ADDITIONAL INSURED**s does not apply to such person(s) or organization(s).
6. Paragraph 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:
- For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

E. SECTION II - WHO IS AN INSURED is amended as follows:

1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

COMMERCIAL GENERAL LIABILITY

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:
 - (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
 - (2) When acting within the scope of their employment by you.Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

COMMERCIAL GENERAL LIABILITY

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations:**

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. SPECIAL EVENT PREMIUM RATING

The following is added:

Special Event Premium Rating

a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in 3.a.(1) or 3.a.(2) above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph 14.b. is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

COMMERCIAL GENERAL LIABILITY

ruling;

(d) Not arising out of any "advertisement" by the insured.

3. INSURED CONTRACT

a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:

a. A contract for a lease of premises.

b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

5. "Discrimination" means:

- a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
- b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.

6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.

7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. First aid.

8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

ATTACHMENT A

RESOLUTION NO. 24-139

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING PLANS AND SPECIFICATIONS AND AWARDED
CONSTRUCTION AGREEMENT TO CALPROMAX
ENGINEERING, INC. FOR THE TRAFFIC SIGNAL
IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE
AVE & PECK RD

WHEREAS, the City of South El Monte desires to construct traffic signaling improvements including: installation of conduits, pull boxes, signal heads, sensor units, pedestrian push buttons, traffic signal poles, traffic striping, hauling and disposal, and traffic control at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd ; and

WHEREAS, the City solicited bids for the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd Project on February 20, 2024, and the City received seven (7) bids for the Project on March 13, 2024; and

WHEREAS, City staff evaluated all bids and determined Calpromax Engineering, Inc., submitted the lowest responsive bid for the Project.

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

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

SECTION 2. The City Council hereby adopts and approves the plans and specifications for Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd Project, with respect to design and criteria. Copies of the plans and specifications are on file in the City's Engineering Department.

SECTION 3. Upon reviewing the bids submitted for the work to be performed pursuant to contract and the plans and specifications, the City Council hereby finds that Calpromax Engineering, Inc. submitted the lowest responsive bid for the project, in the amount of \$437,390.

SECTION 4. The City Council hereby authorizes and directs the City Manager to execute a construction agreement with Calpromax Engineering, Inc. for the project, subject to review and approval as to form by the City Attorney. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 26th day of March 2024.

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. 24-139 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 26th day of March 2024, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT D

AMENDMENT NO. 01

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF SOUTH EL MONTE**, a California municipal corporation (“City”) and the **COUNCIL FOR WATERSHED HEALTH**, a 501(c)3 non-profit corporation (“Sub-Consultant”) made effective on the 12th day of October, 2021.

City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City submitted proposals for the California Natural Resources Agency (“CNRA”) Green Infrastructure Grant; for the CA State Water Resources Control Board (“SWRCB”) Stormwater Program; and for the LA County Flood Control District’s Safe Clean Water Program - Regional Funds (LACFCD) for the Merced Avenue Greenway South Implementation Project.

B. The City was selected as a Grantee; and City and the CNRA entered into a Grant Agreement on July 20, 2021. The Grant Agreement is attached hereto as Exhibit E.

B.1. The City was selected as a Grantee; and City and the SWRCB entered into a Grant Agreement with effective date of October 1, 2021. The Grant Agreement is attached hereto as Exhibit E-1.

B.2. The City was selected as a Grantee; and City and the LACFCD entered into a Grant Agreement on October 20, 2021. The Grant Agreement is attached hereto as Exhibit E-2.

C. In the City’s proposals, the City listed Council for Watershed Health (“Sub-Consultant”) as a sub-grantee to implement the proposals and is listed within each grant agreement budget.

D. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

E. The Parties desire to formalize sub-grantee Consultant’s performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~striketrough~~ and added text in ***bold italics***. All other terms and conditions remain unchanged.

a. ARTICLE 1. SERVICES OF SUB-CONSULTANT

“1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the **Sub**-Consultant shall provide those services specified in the “Scope of Services” attached hereto as **updated** Exhibit “A” **dated September 27 2023** and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder.”

b. ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

“2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay **Sub**-Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **updated** Exhibit "C" **dated September 27, 2023** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Four Hundred Twelve Thousand, Four Hundred Forty Seven Dollars (\$412,447.00)~~ **Nine Hundred Twelve Thousand, Two Hundred Ninety-Seven Dollars (\$912.297)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.”

c. ARTICLE 3. PERFORMANCE SCHEDULE

“3.2 Schedule of Performance. **Sub**-Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **updated** Exhibit "D" **dated September 27, 2023** and incorporated herein by this reference. When requested by the **Sub**-Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.”

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for one (1) additional one- year term.”

Before the Services are complete, CITY OF SOUTH EL MONTE may terminate or suspend this Agreement for any reason by providing SUB-CONSULTANT with seven days’ notice in writing. In either case, SUB-CONSULTANT shall immediately stop work under the Agreement and take all reasonable measures to prevent further costs to CITY OF SOUTH EL MONTE. CITY OF SOUTH EL MONTE shall be responsible for any reasonable and non-cancelable obligations incurred by SUB-CONSULTANT in the performance of this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending Services under

this Agreement shall remain in effect until further written notice for CITY OF SOUTH EL MONTE authorizes Services to resume.

If SUB-CONSULTANT fails to complete the Services as required, or fails to fulfill any other obligations of this Agreement prior to the termination date, SUB-CONSULTANT shall be liable for immediate repayments to CITY OF SOUTH EL MONTE of all amounts disbursed by CITY OF SOUTH EL MONTE under this Agreement. CITY OF SOUTH EL MONTE may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies CITY OF SOUTH EL MONTE may have for breach of this Agreement.

Before the Services are complete, SUB-CONSULTANT may terminate this Agreement for any reason by providing CITY OF SOUTH EL MONTE with seven days' notice in writing and repaying to CITY OF SOUTH EL MONTE all amounts disbursed by CITY OF SOUTH EL MONTE under this Agreement. CITY OF SOUTH EL MONTE may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the Agreement under this Section, whether terminated by SUB-CONSULTANT or CITY OF SOUTH EL MONTE, SUB-CONSULTANT shall provide CITY OF SOUTH EL MONTE with all work, materials, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement under this Section.

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Sub-Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Sub-Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Sub-Consultant that, as of the date of this Amendment, Sub-Consultant is not in default of any material term of the Agreement and that there have been no events

that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

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

CITY:
CITY OF SOUTH EL MONTE, a municipal
corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

SUB-CONSULTANT:

COUNCIL FOR WATERSHED HEALTH, a
501(c)(3) non-profit corporation

By: _____
Eileen Alduenda
Executive Director

Address:
177 E. Colorado Blvd, Suite 200
Pasadena, CA 91105

EXHIBIT "A"

Updated September 27, 2023

SCOPE OF SERVICES

I. Sub-Consultant will perform the following project administration services for the Merced Avenue ***South*** Greenway ***Implementation*** Project:

A. Project Administration and Contract Procurement:

- Sub-Consultant will manage its team (ActiveSGV, Climate Resolve, TetraTech/Alta, ***Herrera Environmental Consultants, SGVCC, Other as warranted***), who are tasked with engagement, outreach, education, monitoring, and training in the CNRA Prop 68 Grant (Attached as Exhibit E); ***the SWRCB Prop 1 Stormwater Grant (Exhibit E-1); and LACFCD Safe Clean Water Program - Measure W Grant (Exhibit E-2).***

E. Water Quality & Urban Heat Island (UHI) Monitoring:

- Sub-Consultant will monitor water quality and landscape health to evaluate successes and outcomes.
- Sub-Consultant will develop a post-construction monitoring plan to measure the effectiveness of the BMP treatment train.
- Sub-Consultant will monitor conditions for two years post construction in order to develop baseline data. Climate Resolve will be conducting a post--construction urban heat island (UHI) study to track shading and hardscape reduction improvements. As part of the grant requirements, the City will also be hiring the San Gabriel Conservation Corps to plant 130 street trees on Merced Avenue.
- ***Sub-Consultant will support installation of Water Quality Monitoring Equipment and provide hands-on training in its operation and sample collection protocols.***
- ~~Consultant will work with the City CIP Manager and Construction contractor to provide hands-on training for planting the trees as well as care and maintenance.~~

F. ***O & M Training***

- Sub-Consultant will work with the City CIP Manager and Construction contractor to provide hands-on training for planting the trees as well as care and maintenance.

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

- A. Eileen Alduenda, Executive Director
- B. Jason Casanova, Director of Planning
- C. Rumi Yanakiev, Director of Operations and Finance
- D. ~~Andrea Dell' Apa~~ **Deborah Enos**, Project Manager
- E. Yareli Sanchez, Sr. Scientist
- F. Drew Ready, Sr. Programs Manager
- G. ~~Elise Eberhard~~ **TBD**, GIS Analyst & Digital Communications
- H. ~~Amanda Zeidner, Community Communications Coordinator~~
- I. **CWH's** sub-consultants: ActiveSGV, Climate Resolve, TetraTech/Alta, **Herrera Environmental Consultants, San Gabriel Valley Conservation Corps, other as warranted**

EXHIBIT "C"

Updated Sep 27, 2023

SCHEDULE OF COMPENSATION

I. Sub-Consultant shall perform the following tasks at the following rates:

Task Description		Current	Amendment		New Sub-Budget Total
		CNRA	SWRCB	SCWP - Regional	
Task A	Project Management	\$119,624		\$146,743	\$266,367
Task B	Construction Bid Package	\$44,420			\$44,420
Task C	Community Engagement	\$92,595	\$40,242	\$70,011	\$202,848
Task D	Construction Monitoring & Technical Services	\$114,940			\$114,940
Task E	LID/BMP/UHI/WQ reporting/support	\$40,868	\$47,920	\$155,042	\$243,830
Task F	O & M Training			\$39,892	\$39,892
Grand Total		\$412,447	\$88,162	\$411,688	\$912,297
			\$499,850		

II. ~~A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.~~

EXHIBIT "D"

Updated Sep 27, 2023

SCHEDULE OF PERFORMANCE

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

<u>TASK DESCRIPTION</u>	<u>Deadline</u>
Task A - Project Management	<i>4/30/2026</i>
Task B - Construction Bid Package	<i>12/31/2023</i>
Task C - Community Engagement	<i>12/31/2025</i>
Task D - Construction Monitoring & Technical Services	<i>2/15/2025</i>
Task E - LID/BMP/UHI/ <i>WQ reporting/support</i>	<i>4/30/2026</i>
<i>Task F - O & M Training</i>	<i>1/31/2025</i>



STORM WATER
GRANT

AGREEMENT NO. D2112150

by and between

CITY OF SOUTH EL MONTE ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

MERCED AVENUE GREENWAY IMPROVEMENT PROJECT ("Project")

Section 79747 of the Water Code, and Resolution No. 2019-0059.

PROJECT FUNDING AMOUNT: \$2,589,214

MATCH CONTRIBUTION: \$1,646,466

ESTIMATED REASONABLE PROJECT COST: \$9,989,189

ELIGIBLE WORK START DATE: OCTOBER 1, 2021

WORK COMPLETION DATE: MAY 31, 2024

FINAL REIMBURSEMENT REQUEST DATE: JUNE 30, 2024

RECORDS RETENTION END DATE: MAY 31, 2060

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
 - EXHIBIT B – FUNDING TERMS
 - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - EXHIBIT D – SPECIAL CONDITIONS
2. Party Contacts during the term of this Agreement are:

State Water Board		City of South El Monte	
Section:	Division of Financial Assistance		
Name:	Angie Noorda, Project Manager	Name:	Colby Cataldi, Project Director
Address:	1001 I Street, 17 th Floor	Address:	1415 Santa Anita Avenue
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	South El Monte, CA 91733
Phone:	(916) 319-9226	Phone:	(626) 579-6540_x3218
Email:	Angie.Noorda@waterboards.ca.gov	Email:	ccataldi@soelmonte.org

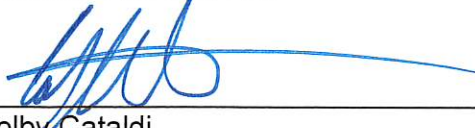
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

3. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
4. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, and professional liability.
 - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
5. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF SOUTH EL MONTE:

By: 

Name: Colby Cataldi

Title: Community Development Director

Date: 07/05/2022

STATE WATER RESOURCES CONTROL
BOARD:

By: 

Name: Joe Karkoski

Title: Deputy Director
Division of Financial Assistance

Date: 7/27/22

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least twenty (20) years. The funding under this Agreement shall be used for the purpose of constructing stormwater best management practices that manage stormwater and dry weather runoff to mitigate flooding on Merced Avenue and improve water quality in Legg Lake and the Rio Hondo and Los Angeles Rivers, 303(d) listed water bodies.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

1. Project Management
 - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
 - 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
 - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
 - 1.4 Conduct periodic and final site visits with the Project Manager.
 - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager.
2. General Compliance Requirements/Project Effectiveness and Performance
 - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
 - 2.2 Prepare and submit a Monitoring and Reporting Plan (MRP) to the Project Manager for approval using a template or outline provided by the Project Manager. The MRP becomes final upon Project Manager approval. Any changes to the MRP must be approved by the Project

Manager. The MRP may be submitted as separate documents or in one report and shall include the following:

- 2.2.1 A Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Project Manager. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Project Manager.
- 2.2.2 A Monitoring Plan (MP) in a format provided by the Project Manager. Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP shall be submitted to the Project Manager for approval prior to implementation.
- 2.3 Measure, evaluate, and document Project performance based on the monitoring requirements and effectiveness criteria in the approved MRP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the Final Project Report.
- 2.4 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the United States Environmental Protection Agency's (USEPA) QAPP guidance document (EPA QA/G-5) or the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, as appropriate for the proposed monitoring activities. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. A template for the USEPA QAPP is available from the Project Manager. Guidance for preparing a SWAMP QAPP is available at: https://www.waterboards.ca.gov/water_issues/programs/swamp/tools.shtml#ga. Submit the QAPP to the Project Manager for approval.
 - 2.4.1 Upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov>).
- 2.5 Prepare and upload all water quality data obtained through implementation of the MP to the California Environmental Data Exchange Network (CEDEN) or in a comparable format provided by the State Water Board and submit a receipt of successful data

submission to CEDEN or the State Water Board, to the Project Manager. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or a Regional Data Center (RDC) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.

3. Environmental Compliance and Permitting

Project Funds will not be disbursed until California Environmental Quality Act (CEQA) documents, permitting, access negotiations and other required approvals are complete.

- 3.1 Complete documentation required under the CEQA for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
 - 3.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable.
 - 3.1.2 Submit the final CEQA document to the Project Manager.
 - 3.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed. The State Water Board may deem implementation/ construction costs incurred prior to obtaining such confirmation ineligible for reimbursement.
- 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the Useful Life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.

4. Planning, Design, and Engineering

- 4.1 Prepare a Design Report that includes a geotechnical analysis and groundwater hydrology study to support the design plans and specifications, and submit to the Project Manager for comment.
- 4.2 Prepare the one hundred percent (100%) design plans and specifications with a summary describing any changes that may affect the Project quantities and benefits listed below and final secured match sources and amounts that will satisfy Match Contribution, and

submit to the Project Manager for approval. The Project shall capture, treat, and/or infiltrate storm water and dry weather runoff collected from a minimum of forty (40) acres of drainage area. The Project shall be designed to manage a 0.93 inch rainfall event (85th percentile, 24-hour storm) using the following approaches:

- 4.2.1 Construct a minimum of five thousand (5,000) linear feet of curb and/or curb and gutter with curb cuts.
- 4.2.2 Install a minimum of six thousand one hundred (6,100) square feet of bioretention area.
- 4.2.3 Install a minimum of nine thousand four hundred (9,400) square feet of permeable pavement.
- 4.2.4 Install a minimum of forty-seven thousand five hundred (47,500) cubic feet of infiltration chambers under best management practices (BMPs) in Items 4.2.2, 4.2.3, and 4.2.5, and install a minimum of one thousand one hundred (1,100) cubic feet of infiltration chambers not under BMPs.
- 4.2.5 Install a minimum of one thousand seven hundred (1,700) square feet of biofiltration area.
- 4.2.6 Install a minimum of one hundred twenty (120) trees and a minimum of ten thousand (10,000) square feet of drought-tolerant vegetation.
- 4.3 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.

5. Construction and Implementation

- 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.
- 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.2 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Project Manager for approval prior to proceeding with the changes.

- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Project Manager.
- 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its Useful Life and submit to the Project Manager for approval.
- 6. Stakeholder Outreach
 - 6.1 Update the existing Project webpage with the Project status and timeline, and maintain the webpage throughout Project construction.
 - 6.1.1 Submit the weblink electronically to the Project Manager.
 - 6.2 Prepare and distribute mailers, flyers, and surveys to residents and businesses in the Project corridor prior to construction to provide updates on the Project status and timeline, and to assess complaints and concerns about the Project.
 - 6.2.1 Submit a copy of the mailers, flyers, and surveys electronically to the Project Manager.
 - 6.3 Conduct outreach meetings/events to inform the public of the purpose of the Project, Project construction activities, timelines, and associated closures, and long-term maintenance of the Project.
 - 6.3.1 Submit outreach materials and photo documentation to the Project Manager.

A.3 PROGRESS REPORTS.

The Recipient must submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports must provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting is required even if no Project-related activities occurred during the reporting period. The Recipient must document all activities and expenditures in progress reports, including work performed by contractors.

A.4 AS-NEEDED REPORTS.

The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate

for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.5 FINAL REPORTS.

- (a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:
 - (1) Draft Final Project Report. Prepare and submit to the Project Manager for comment a draft Final Project Report in a format provided by the Project Manager.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy. Upload an electronic copy in pdf format to the FFAST system.
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report using a format provided by the Project Manager and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
 - (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the Final Project Inspection and Certification shall be submitted to the Project Manager.
- (b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.6 SIGNAGE.

The Recipient must place a professionally prepared sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch thick exterior grade plywood or other approved

material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

A.7 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but "Critical Due Date" adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Detailed Project Schedule	90 Days After Execution	
1.4	Site Visits		As Needed
1.5	Photo Documentation		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	GPS Information		30 Days After Execution
2.2	Monitoring and Reporting Plan		60 Days After Execution

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
2.4.	Quality Assurance Project Plan		60 Days After Execution
2.5	Water Quality Data Upload to CEDEN		Before Final Invoice
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA		Completed
3.1.2	Final CEQA	Completed	
3.2	List and Signed Approvals, Entitlements and Permits	July 31, 2022	
4.	Planning, Design, and Engineering		
4.1	Design Report		May 2022
4.2	100% Plans and Specifications	May 30, 2022	
4.3	Advertised Bid Documents and Bid Summary		July 2022
5.	Construction and Implementation		
5.1	Notice(s) to Proceed	August 31, 2022	
5.3	Proposed Changes During Construction		As Needed
5.4	As-Built Drawings and Summary of Changes	February 29, 2024	
5.5	Operations and Maintenance Plan		November 2023
6.	Stakeholder Outreach		
6.1.1	Weblink		May 2022
6.2.1	Copies of Mailers, Flyers, and Surveys		May 2022
6.3.1	Outreach Materials and Photo Documentation		November 2023
REPORTS			
A.3	Progress Reports	Quarterly	
A.4	As Needed Reports		As Needed

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
REPORTS			
A.5	Final Reports		
A.5(a)(1)	Draft Final Project Report	March 31, 2024	
A.5(a)(2)	Final Project Report	April 30, 2024	
A.5(a)(3)	Final Project Summary	Before Work Completion Date	
A.5(a)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B – FUNDING TERMS			
B.6(e)	Reimbursement Requests	Quarterly	
B.6(i)	Final Reimbursement Request	June 30, 2024	

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

EXHIBIT B – FUNDING TERMS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The Recipient agrees to provide a Match Contribution in the amount of the Match Contribution set forth on the Cover Page of this Agreement.

This Match Contribution is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Contribution changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.

Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Contribution.

Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Contribution.

If, at Work Completion, the Recipient has provided a Match Contribution in an amount that is less than the Match Contribution set forth on the Cover Page of this Agreement, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient's Match Contributions amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS.

Budget costs are contained in the summary Project Cost table below:

LINE ITEM	PROJECT FUNDS	MATCH CONTRIBUTION*	OTHER FUNDING	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$0	\$6,860	\$291,127	\$297,987
Planning/Design/Engineering/Environmental	\$0	\$140,482	\$806,923	\$947,405
Construction/Implementation	\$2,501,052	\$1,406,718	\$4,396,599	\$8,304,369
Equipment (for purchases over \$5,000)	\$16,100	\$0	\$0	\$16,100
Monitoring/Performance	\$31,820	\$39,195	\$149,465	\$220,480
Education/Outreach	\$40,242	\$53,211	\$109,395	\$202,848
TOTAL	\$2,589,214	\$1,646,466	\$5,753,509	\$9,989,189

*Match reduced. Project benefits a disadvantaged community.

Project Funds will not be disbursed until CEQA documents, permitting, access negotiations and other required approvals are complete.

Indirect Costs are ineligible for funding under this Agreement.

The Recipient is prohibited from requesting reimbursement amounts that represent the Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS.

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to A.2 Scope of Work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that

amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.

- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may request reimbursement of any eligible Project Costs as well as to support the Match Contribution as specified in this Exhibit through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager.
- (b) Reimbursement Requests must contain the following information:
 - (1) The date of the request;
 - (2) The time period covered by the request, i.e., the term "from" and "to";
 - (3) The total amount requested;
 - (4) Documentation of Match Contribution used;
 - (5) Original signature and date (in ink) or electronic signature, consistent with the State Water Board's approved procedures, of the Recipient's Project Director or his/her designee; and
 - (6) The Final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board's approved procedures or

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by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

- (d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request is submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient, although the actual payment of such costs by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Contributions claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.
- (g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (h) The Recipient must use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to

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disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.

- (i) The Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (m) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
- (n) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.7 CONTINGENT DISBURSEMENT.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

B.8 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS.

D.1 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the Project, unless the Division has given its approval for such non-operation;
- "Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines – Amended for Round 2," in effect as of the execution date of this Agreement.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Match Contribution" means funds provided by the Recipient towards the Project Costs incurred after the approval of Proposition 1 (November 4, 2014) and prior to the Work Completion Date as state on the cover page of this Agreement. Funds spent on ineligible Project Costs do not constitute Match Contribution.
- "Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement.

Exhibit D

- "Recipient" means City of South El Monte.
- "Useful Life" means the economically useful life of the Project beginning at Work Completion and is set forth in Exhibit A.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date of execution of this Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. The Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten (10) years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of the Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged

or encumbered, except as previously disclosed in writing by the Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or material obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third-party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient legally possesses property access rights to any real or personal property necessary for the purposes of this Agreement for which the Recipient does not legally possess all real or personal property rights.

The Recipient and its principals, contractors, and subcontractors to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.

D.3 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.4 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.5 [RESERVED]

D.6 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.7 OPERATION AND MAINTENANCE.

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.8 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection

with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.9 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.10 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);

- (3) Loss, theft, damage, or impairment to the Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
- (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - (2) Consideration of dissolution, or disincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- (d) The Recipient must notify the Division promptly of any of the following events:
- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

Exhibit D

- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement, if any;
- (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- (7) Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- (8) The award of the prime construction contract for the Project and initiation of construction of the Project; and
- (9) Work Completion, and actual Project Completion.

D.11 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information including, but not limited to, double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

D.12 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be

construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.13 STATE PROGRAM REQUIREMENTS.

- Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Contributions shall not be used to acquire land via eminent domain.
- Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.
- Sustainable Groundwater Management Act (SGMA) Compliance (Wat. Code, § 10720-10737.8). To the extent required under SGMA, the Recipient shall comply with the following:
 - If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR (Wat. Code, § 10735.2 (a)(1)).

Exhibit D

- If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).
- If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.

D.14 STATE CROSS-CUTTERS.

The Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Water Code section 10608.56.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

Exhibit D

- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

D. 15 RUSSIAN SANCTIONS

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

Exhibit E2

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF SOUTH EL MONTE
AGREEMENT NO. 2021RPRH04
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 20, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of South El Monte for Merced Ave Greenway (Phase I - South Residential Corridor), hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

“Budget Plan” means a Recipient’s plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient’s Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Melanie Morita	Name:	Rachel Barbosa
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	1415 Santa Anita Ave. South El Monte, CA 91733
Phone:	(626) 300-2380	Phone:	(626) 579-6540 ext.3216
Email:	mmorita@dpw.lacounty.gov	Email:	rbarbosa@soelmonte.org

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2021-2022 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2021-22 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

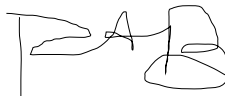
Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Rio Hondo

City of South El Monte

Merced Ave Greenway (Phase I - South Residential
Corridor)

By:  _____

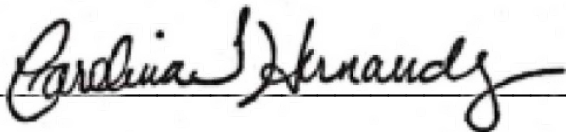
Name: Rachel Barbosa

Title: City Manager

Date: 1/20/22 _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: 

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: 02/22/2022

Exhibit A-1

Merced Avenue Greenway Implementation Project

South El Monte
Grant Budget
Sep 2021

Project elements		Unit Price	Unit of measurement	Qty	Total cost	SCWP YEAR 1	SCWP YEAR 2	CNRA Prop 68 GI	WATER BOARD Prop 1 SW	USBR WaterSmart	RMC Prop 68	City of South El Monte (In-Kind)
NON-CONSTRUCTION (not to exceed 25% of grant)												
A	Direct Construction Management/Grant Admin											
1	Staff Time	\$613,356	hours	varies	\$613,356	\$200,000	\$95,039	\$318,317				
B	Planning, Design & Permitting											
1	Design				completed							
2	Environmental Documents				completed							
3	Engineering				completed							
4	Permitting											
Project Partners												
C	Council for Watershed Health											
1	Project Management	\$266,367	hours	varies	\$266,367	\$128,253		\$119,624		\$18,490		
2	LID BMP Monitoring	\$126,575	varies	varies	\$126,575		\$55,387	\$23,268	\$47,920			
	Monitoring Plan and PAEP	\$11,128	hours	varies	\$11,128			\$11,128				
	MRP/QAPP	\$12,140	hours	varies	\$12,140			\$12,140				
	Water Quality Monitoring	\$66,658	hours	varies	\$66,658		\$39,195		\$27,463			
	Monitoring Equipment	\$20,457	LS	varies	\$20,457				\$20,457			
	BMP/Plant Health Monitoring	\$16,191	hours	varies	\$16,191		\$16,191					
3	O&M Training	\$39,892	hours	varies	\$39,892		\$39,892					
D	Active SGV											
1	Community Outreach/Stewardship/Training	\$178,848	hours	varies	\$178,848		\$70,011	\$68,595	\$40,242			
E	Climate Resolve											
1	Community Outreach	\$24,000	hours	varies	\$24,000			\$24,000				
2	UHI Monitoring	\$70,113	hours	varies	\$70,113	\$12,513	\$40,000	\$17,600				
F	Project Designers - Tetra Tech/Alta											
1	Bid Review	\$44,420	hours	varies	\$44,420			\$44,420				
2	Construction Support Services	\$114,940	hours	varies	\$114,940			\$114,940				
Total non-construction costs (not to exceed 25%)					\$1,478,511	\$340,766	\$300,329	\$730,764	\$88,162	\$18,490	\$0	\$0
CONSTRUCTION												
G	Site Preparation											
1	Mobilization / Demobilization	\$292,424.00	LS	1	\$292,424			\$292,424				
2	Site prep & Demolition	varies	varies	varies	\$1,336,735	\$121,522		\$1,207,024	\$8,190	\$0	\$0	\$0
	AC Pavement Removal (Including Agg. Base)	\$8.80	SF	112,082	\$986,322	\$89,666		\$896,656				
	Sidewalk Removal	\$29.70	SY	4,304	\$127,829	\$11,621		\$116,208				
	Concrete Curb and Gutter Removal	\$11.00	LF	6,730	\$74,030	\$6,730		\$67,300				
	Concrete Spandrel Removal	\$22.00	SF	1,901	\$41,822	\$3,802		\$38,020				
	Cross Gutter Removal	\$11.00	SF	543	\$5,973	\$543		\$5,430				
	Additional Excavation for Bikeway	\$6.60	CY	592	\$3,907	\$355		\$3,552				
	Additional Excavation for Bioretention	\$13.20	CY	1,265	\$16,698	\$1,518		\$15,180				
	Additional Excavation for Infiltration Gallery	\$8.80	CY	93	\$818	\$74		\$744				
	Additional Excavation for Planters	\$6.60	CY	1,641	\$10,831	\$985		\$9,846				
	Additional Excavation for Permeable Pavers	\$6.60	CY	965	\$6,369	\$579		\$5,790				
	Hauling	\$13.20	CY	3,724	\$49,157	\$4,469		\$44,688				
	Remove tree	\$2,068.00	EA	5	\$10,340	\$940		\$9,400				
	Remove & relocate sign & post	\$220.00	EA	12	\$2,640	\$240		\$2,400				
H	Pavement											
		varies	varies	varies	\$3,054,915	\$1,454,862		\$500,388	\$1,099,665	\$0	\$0	\$0
1	Grind and Overlay (2.5")	\$23.83	SY	11,870	\$282,815	\$25,711		\$257,104				
2	6" Curb	\$22.00	LF	3,563	\$78,386	\$7,126		\$71,260				
3	6" Curb and Gutter	\$55.00	LF	2,059	\$113,245	\$10,295		\$102,950				
4	Gutter	\$33.00	LF	1,357	\$44,781	\$4,071		\$40,710				
5	Concrete Sidewalk	\$14.85	SF	34,423	\$511,182	\$46,471		\$464,711				

6	Curb Extension (Planter)	\$8,580.00	EA	4	\$34,320	\$34,320						
7	ADA Curb Ramp	\$9,350.00	EA	18	\$168,300	\$15,300		\$153,000				
8	Cross Gutter	\$33.00	SF	219	\$7,227	\$657		\$6,570				
9	Elevated Bikeway	\$16.50	SF	27,424	\$452,496	\$41,136		\$411,360				
10	Bikeway Agg. Base	\$41.80	TON	686	\$28,675	\$2,607		\$26,068				
11	Bicycle Ramp	\$2,750.00	EA	20	\$55,000	\$5,000		\$50,000				
12	AC Pavement	\$132.00	TON	2,056	\$271,392	\$271,392						
13	AC Pavement Agg. Base	\$41.80	TON	4,318	\$180,492	\$180,492						
14	Concrete Landscape Curb	\$16.50	LF	224	\$3,696	\$336		\$3,360				
15	Monolithic Wall at Bio Planters	\$66.00	LF	8,150	\$537,900	\$537,900						
16	Concrete Buffer	\$14.85	SF	2,207	\$32,774	\$32,774						
17	12" Pedestrian Strip	\$22.00	LF	2,688	\$59,136	\$59,136						
18	4" Pedal Safe Curb	\$22.00	LF	3,835	\$84,370	\$84,370						
19	4" Planter Curb	\$19.80	LF	720	\$14,256	\$1,296		\$12,960				
20	Curb Cut	\$110.00	EA	102	\$11,220	\$11,220						
21	Driveway Apron	\$13.20	SF	6,307	\$83,252	\$83,252						
I	Signals and Signage (street)	varies	varies	varies	\$79,882	\$7,262		\$8,200	\$64,420	\$0	\$0	\$0
1	Stop Bar (12" Wide)	\$4.40	LF	291	\$1,280	\$116		\$1,164				
2	Stop Pavement Marking	\$550.00	EA	16	\$8,800	\$800		\$8,000				
3	Bicycle Stop Pavement Marking	\$330.00	EA	4	\$1,320	\$120		\$1,200				
4	Continental Crosswalk	\$4.40	SF	2,160	\$9,504	\$864		\$8,640				
5	Conflict Striping @ Intersections	\$550.00	EA	7	\$3,850	\$350		\$3,500				
6	White Bicycle Lane Pavement Marking	\$275.00	EA	20	\$5,500	\$500		\$5,000				
7	Bicycle Signal Detection	\$2,200.00	EA	1	\$2,200	\$200		\$2,000				
8	Traffic and Wayfinding Signage	\$412.50	EA	27	\$11,138	\$1,013		\$10,125				
9	Center Turn Lane Pavement Marking	\$220.00	EA	14	\$3,080	\$280		\$2,800				
10	Center Turn Lane Striping	\$3.30	LF	6,065	\$20,015	\$1,820		\$18,195				
11	Parking Lane Striping	\$2.20	LF	5,432	\$11,950	\$1,086		\$10,864				
12	Red Curb Paint	\$2.20	LF	566	\$1,245	\$113		\$1,132				
J	Landscape and Irrigation	varies	varies	varies	\$775,420	\$10,020		\$100,200	\$0	\$0	\$665,200	\$0
1	15-gal tree+ deepwell irrigation	\$660.00	EA	40	\$26,400	\$2,400		\$24,000				
2	15-gal tree	\$440.00	EA	93	\$40,920	\$3,720		\$37,200				
3	Treevault structural root system	\$25.30	SF	7,691	\$194,582						\$194,582	
4	Soil Prep and Amendment	\$11,000.00	LS	1	\$11,000	\$1,000		\$10,000				
5	Shrubs, grasses, & groundcover	\$13.20	SF	19,447	\$256,700						\$256,700	
6	Irrigation POC (incl. meter, backflow)	\$9,900.00	LS	1	\$9,900	\$900		\$9,000				
7	Irrigation Controllers and Misc. Irrigation Equipment	\$5,500.00	EA	4	\$22,000	\$2,000		\$20,000				
8	Shrub & groundcover irrigation	\$11.00	SF	19,447	\$213,917						\$213,917	
K	Water Quality Treatment	varies	varies	varies	\$1,312,401	\$11,546		\$0	\$1,019,391	\$281,463	\$0	\$0
1	Bioretention with underdrain	\$19.25	SF	2,643	\$50,878					\$50,878		
2	Trenching for Drain Connection to Storm Drain	\$4	LF	559	\$2,460					\$2,460		
3	4" Underdrain	\$77	LF	356	\$27,412					\$27,412		
4	18" RCP Storm Drain	\$77	LF	386	\$29,722					\$29,722		
5	Bioretention without Underdrain	\$19.25	SF	4,187	\$80,600					\$80,600		
6	Infiltration Gallery	\$9.90	CF	1,037	\$10,266				\$9,333	\$933		
7	Gravel (Additional 1.5' Below Infiltration Gallery)	\$2.75	CF	627	\$1,724	\$156			\$1,568			
8	Grated Curb Inlet -Guardians	\$11,000.00	EA	9	\$99,000				\$90,000	\$9,000		
9	Junction Structure (connection to SD system)	\$11,000.00	EA	5	\$55,000				\$50,000	\$5,000		
10	Storm Drain Pipe Penetration	\$550.00	EA	8	\$4,400	\$400			\$4,000			
11	Storm Drain Manhole Junction Structure (in Focal Points)	\$11,000.00	EA	2	\$22,000	\$2,000			\$20,000			
12	Grated Inlet (focal overflow)	\$11,000.00	EA	6	\$66,000	\$6,000			\$60,000			
13	Biofiltration Clean-Out	\$1,100.00	EA	29	\$31,900				\$29,000	\$2,900		
14	High Infiltration Biofiltration Media	\$220.00	SF	1,907	\$419,540				\$381,400	\$38,140		
15	Permeable Pavers (AC)	\$16.50	SF	10,420	\$171,930				\$156,300	\$15,630		
16	RTANK	\$2.75	CF	53,000	\$145,750				\$132,500	\$13,250		
17	Non-bioretention Planter Area	\$5.50	SF	11,078	\$60,929				\$55,390	\$5,539		
18	Lysimeter	\$32,890	EA	1	\$32,890	\$2,990			\$29,900			
L	Utilities	varies	varies	varies	\$311,667	\$161,667		\$0	\$150,000	\$0	\$0	\$0
1	Utility Allowance for Adjustments/Protection/Coordination	\$146,667.40	LS	1	\$146,667	\$146,667						
2	Remodel Large Existing Catch Basin	\$27,500.00	EA	3	\$82,500	\$7,500		\$75,000				
3	Remodel Small Existing Catch Basin	\$16,500.00	EA	3	\$49,500	\$4,500		\$45,000				

4	Remodel Storm Culvert sidewalk culvert	\$11,000.00	EA	3	\$33,000	\$3,000			\$30,000			
M	Temporary Traffic Control	146,667.40	LS	1	\$146,667	\$146,667		\$0	\$0	\$0	\$0	\$0
N	Other	varies	varies	varies	\$406,957	\$236,570		\$11,000	\$159,387	\$0	\$0	\$0
1	Inspections	\$338,551	LS	1	\$338,551	\$184,664			\$153,887			
2	O&M Manuals	\$3,667.40	LS	1	\$3,667	\$3,667						
3	Record Drawings	\$3,667.40	LS	1	\$3,667	\$3,667						
4	Hazard Insurance / Bond	\$44,571	LS	1	\$44,571	\$44,571						
5	Funding Acknowledgement Signs	\$5,500	EA	3	\$16,500			\$11,000	\$5,500			
Total Construction					\$7,717,068	\$2,150,116	\$0	\$2,119,236	\$2,501,053	\$281,463	\$665,200	\$0
Contingency (10%)					\$771,707	\$443,483	\$0	\$150,000	\$0	\$0	\$66,520	\$111,704
Project Grant Total					\$9,967,286	\$2,934,365	\$300,329	\$3,000,000	\$2,589,215	\$299,953	\$731,720	\$111,704

Exhibit A-2

A-2. Consistent with SCW Program Goals

The following summarizes how the Funded Activities for the Merced Avenue Greenway will achieve the identified Safe Clean Water Program Goals (Chapter 18.04):

GOAL 1. Improve water quality and contribute to attainment of water-quality requirements.

The Project's "treatment train" including the permeable pavement, and bioretention and biofiltration areas will reduce pollutant loading, including 303(d) listed parameters. Estimated pollutant load reductions are presented in the table below. Pollutant loading reduction is consistent with the performance objectives of the ULAR EWMP as runoff from the critical bacteria storm (first flush) is retained prior to discharge to receiving water. Annual pollutant loads from the contributing DMA will be reduced 30-85%. The total average annual volume captured and treated is estimated to be 21.5 acre-feet.

Project average annual pollutant load reductions.

Metric	Project Average Annual Load Reduction (lbs. unless noted)	Average Annual Loading from 45.7-acre drainage area	Average Annual Percent Reduction from 45.71-acre drainage area
Total Suspended Solids	4641.44	5612.75	83%
Copper*	0.67	1.69	57%
Zinc	4.64	9.06	51%
Nitrate	24.67	81.85	30%
Fecal Coliform (MPN)*	2.46×10^{12}	5.57×10^{12}	44%

*303(d) impairments for Rio Hondo

**TMDL for Los Angeles River

GOAL 2. Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

BMPs were sized to capture, treat, and infiltrate the runoff volume from the 85th percentile, 24-hour storm event. The total average annual volume infiltrated is estimated to be 6.47 acre-feet. The Greenway will also connect to San Gabriel Valley Water Company's recycled water line for supplemental irrigation of local native and climate appropriate plants, which have reduced water needs once established.

GOAL 3. Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

The Project will add 133 trees, native vegetation, and permeable, cooler surfaces that will lower ambient temperatures along the corridor, sequester carbon, remove greenhouse gas emissions, decrease energy use, and promote climate-resilient transportation methods. A key to improving health outcomes and the overall quality of life for the City's residents is to enhance this corridor and its connections. Park space statistics from the LA County-wide comprehensive Parks and Recreation Needs Assessment Study indicate that the City of South El Monte has only 0.7 park acres per 1,000 people. Only 36% of residents live within a half-mile of a park. Obesity rates are high (35% of children and 30% of adults). This urban greenway along Merced Avenue will help create a safe healthy connection to the Whittier Narrows Recreation Area for residents of both South El Monte and the adjacent community of El Monte to the north.

GOAL 4. Leverage other funding sources to maximize SCW Program Goals.

The design and completed construction of the Merced Avenue Greenway will leverage over \$7.6M in Federal, State, and private philanthropy funds to compliment the \$3.2M provided through the Safe Clean Water Program.

GOAL 5. Invest in infrastructure that provides multiple benefits.

The Project includes replacement of an existing impervious street with green infrastructure (i.e., bioretention and trees) along the street right-of-way that will provide community and public health benefits including new urban green space, decreased ambient temperatures and extreme heat, increased pedestrian and bike mobility and safety, connection to recreational use areas, and educational opportunities.

GOAL 6. Prioritize Nature-Based Solutions.

The Project will include a number of important nature-based solutions such as re-establishing natural drainage and treatment processes and the re-establishment of subsurface soil biology/biochemical processes that mimic pre-urban conditions of forested watersheds. The Project's native vegetation and 132 trees will provide delivery of organic dissolved and particulate organic matter (i.e., detritus) that is fundamental to the basis of the food chain but has been greatly diminished due to urbanization. As the trees and native shrubs mature, they will also provide shelter, food, and cooling for birds, lizards, insects, etc.

GOAL 7. Provide a spectrum of project sizes from neighborhood to regional scales.

This distributed neighborhood scale project (0.65 mile greenway) is intended to provide a real-world model of watershed-based design that integrates many ongoing efforts in the region to address flood management, water quality and climate resilience.

GOAL 8. Provide DAC Benefits, including Regional Program infrastructure investments, that are not less than one hundred and ten percent (110%) of the ratio of the DAC population to the total population in each Watershed Area.

The construction and completion of the greenway will serve approximately 1215 households and 5594 residents in the immediate neighborhoods to the east, west, north and, south of the street corridor. Of those 5594 residents, 74% of this population lives within a disadvantaged community. According to the California Department of Water Resources “Disadvantaged Community” designation, the neighborhoods directly to the east side of the street and on the northern end of the project are considered “severely disadvantaged” (23% of the total residents served by the project). “Severely Disadvantaged” and “Disadvantaged” designations are based on an annual median household income (MHI) that is less than 80% and 60% (respectively) of the Statewide annual MHI (\$71,228).

GOAL 9. Implement an iterative planning and evaluation process to ensure adaptive management.

By monitoring pre- and post-construction water quality, habitat benefits, urban heat island effect, and pedestrian and bicyclist counts, the data collected from these performance monitoring efforts of the Greenway will contribute needed data to drive adaptive management and design improvements on future projects.

GOAL 10. Promote green jobs and career pathways.

The San Gabriel Valley Conservation Corps (SGVCC) employs, educates, and trains youth from the surrounding communities on environmental stewardship and landscape maintenance. The Project will coordinate with SGVCC on the opportunity to hire youth from their training program to assist with planting 130 trees. In addition, Council for Watershed Health will be training SGVCC and Active SGV staff on monitoring and maintenance needs to support long-term stewardship along the greenway.

Exhibit A-3

Estimated Reasonable Total Activity Cost

MERCED AVENUE GREENWAY - CITY OF SOUTH EL MONTE		SCWP (RIO HONDO)	TOTAL BUDGET
0.00	Task 0: Project Management		
0.01	Project Administration and Contract Procurement	\$0	\$12,268
0.02	Project Management	\$218,692	\$366,433
1.00	Task 1: Const. Bid Package		
1.01	Construction Bid Package Advertise, Review, Award	\$0	\$88,406
1.02	City Council Approval	\$0	\$6,134
2.00	Task 2: Community Engagement and Outreach		
2.01	Project Status Public Engagement and Communication	\$0	\$108,837
2.02	Climate Resiliency Public Outreach	\$0	\$24,000
3.00	Task 3: Notice to Proceed and Construction		
3.01	Construction Management	\$147,520	\$306,678
3.02	Construction Support Services	\$0	\$114,940
3.03	Mobilization	\$0	\$292,424
3.04	Site Preparation/Demolition	\$121,522	\$1,336,735
3.05	Pavement	\$1,454,862	\$3,054,915
3.06	Signals & Signage	\$7,262	\$79,882
3.07	Landscape and Irrigation	\$10,020	\$775,420
3.08	Water Quality Treatment	\$11,546	\$1,312,401
3.09	Utilities	\$161,667	\$311,667
3.10	Other (Traffic Control, Inspection)	\$383,237	\$553,624
4.00	Task 4: Monitoring/Landscape Establishment/Training		
4.01	Monitoring	\$91,708	\$180,496
4.02	Landscape Establishment	\$16,191	\$16,191
4.03	Training	\$109,903	\$109,903
5.00	Task 5: Program Reporting and Close-Out		
5.01	Program Reporting	\$57,081	\$131,958
5.02	Program Close-Out	\$0	\$12,267

Construction Contingency:

\$443,483

\$771,707

PROJECT TOTALS:

\$3,234,694

\$9,967,286

Exhibit A-4

Merced Avenue Greenway Project Implementation Scope (9.14.21)

City streets now are recognized as important public spaces that must meet the needs of pedestrians, bicyclists and motorists, as well as achieve specific stormwater standards while mitigating the impacts of climate change. The City of South El Monte, a highly urbanized and severely disadvantaged community located in the San Gabriel Valley of Los Angeles County, is constructing its first livable green street along the southern, residential section of Merced Avenue. Merced Avenue currently has four through-lanes and lacks any vegetation, canopy cover, or permeable surfaces. The corridor's existing single-purpose design coupled with minimal greening and lack of Best Management Practices to address stormwater from the runoff of nearby industrial land uses elevates the need for a multi-benefit solution. This project aims to change Merced Avenue into a community resource. The construction of the 0.65-mile Greenway will help maximize the City's opportunities to clean and capture stormwater, reduce greenhouse gas emissions and urban heat island effect, and provide safe active transit connections to local parks and river connections.

Task 0.00 – Project Administration and Contract Procurement: Coordination of all partners, subcontractors, outside agencies, and funders. Manage construction timeline and attend project monthly team meetings. Procure contractors for the construction of the project including following all City procurement rules for professional services. **Deliverables:** Subcontract(s), monthly team meeting agendas and minutes.

Task 1.00 – Construction Bid Package: Review the construction bid documents to make sure that all requirements are included as it relates to Federal or State funding documentation. Oversee the bid package advertisement, contractor selection process, City Council approval, contractor award notification, and notice(s) to proceed. **Deliverables:** Bid package, document responses to bidder inquiries, award notification.

Task 2.00 – Community Engagement and Outreach: (See A-8. *Engagement Plan*). Notify the community of the construction timeline and potential lane closures and neighborhood access ways. Establish a community advisory committee. Hold engagement events to educate and engage residents about the multiple benefits of the project and provide updates on project progress. Maintain construction website and means of communication so that residents can share concerns easily. Climate Resolve will provide education and outreach around climate resiliency throughout construction. Active SGV will oversee bike and ped counts as well as project stewardship with residents after construction is complete. **Deliverables:** event schedule, engagement plan updates, outreach materials, website, bike and ped counts post-construction, stewardship participation report.

Task 3.00 – Notice to Process and Construction: Review agreed upon project start date and time, review and approve contractor's staging area, inspectors will review all field activity to adhere to the scope of the construction specifications. Contractor will be reminded of the importance to customer service when inconveniencing a resident looking for a way to exit the construction site from their property. Monitor installation of pavement, landscaping, and installed water quality BMPs during and 3 months after construction to ensure proper installation of all elements. **Deliverables:** Installation of stormwater capture elements, ADA-compliant sidewalks, cycle track, vegetation and irrigation, etc.

Task 4.00 – Monitoring/Landscape Establishment/Training: In assistance to the City, Council for Watershed Health will monitor water quality and landscape health to evaluate successes and outcomes.

The Council will develop a post-construction monitoring plan to measure the effectiveness of the BMP treatment train. Conditions will be monitored for three years post construction in order to develop baseline data. Climate Resolve will be conducting a post-construction urban heat island (UHI) study to track shading and hardscape reduction improvements. The city will also be hiring the San Gabriel Conservation Corps to plant 130 street trees on both sides of Merced Avenue. CWH and partners will provide hands-on training for planting the trees as well as care and maintenance for all vegetation on-site. **Deliverables:** Monitoring plan, sampling results, surveys to help direct training, maintenance guide, training session and materials, photographs of training sessions, final report.

Task 5.00 – Program Reporting and Close-Out: City Staff will adhere to all project reporting requirements as it relates to Federal, State, and County funding sources. Final notice of completion will be presented to the City Council for approval. **Deliverables:** Progress reports and invoicing; final reporting across grants.

Exhibit A-5



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 • FAX (626) 579-2107



October 13, 2020

RE: OPERATIONS AND MAINTENANCE OBLIGATIONS FOR SAFE CLEAN WATER PROGRAM FUNDING

To Whom It May Concern:

The City is committed to the long-term maintenance of the new Greenway landscape and infrastructure facilities that will be constructed on Merced Avenue. The City employs a dedicated Public Works Maintenance Staff responsible for maintaining all parks and street greenway landscaped areas on a regular basis. Beyond construction, the City will handle scheduled inspection of surface drainage systems to ensure clear flow lines, repair of eroded surfaces, adjustment or repair of drainage structures, soil cultivation or aeration, care of plant materials, replacement of dead plants, and replenishment of mulch cover, irrigation, fertilizing, pruning and mowing. These maintenance responsibilities are included in the city's annual budget under the Public Works department with a minimum commitment of 25 years.

Sincerely,

Rene Salas
Deputy City Manager
City of South El Monte

14.0 LID OPERATIONS AND MAINTENANCE

Many operation and maintenance (O&M) activities are similar across LID/BMPs, such as periodic inspection of surface drainage systems to ensure clear flow lines, repair of eroded surfaces, adjustment or repair of drainage structures, soil cultivation or aeration, care of plant materials, replacement of dead plants, replenishment of mulch cover, irrigation, fertilizing, pruning and mowing.

General maintenance activities for the two major categories of structural facilities (infiltration and biofiltration/filtration) are as follows:

Infiltration BMPs

- Mowing and maintaining upland vegetated areas, if applicable
- Cleaning and removing debris after major storm events
- Cleaning out accumulated sediment
- Repairing or replacing stone aggregate
- Maintaining inlets and outlets
- Removing accumulated sediment from forebays or sediment storage areas when 50% of the original volume has been lost

Biofiltration and Filtration BMPs

- Removing trash and debris from control openings
- Watering and mowing vegetated areas
- Removing and replacing all dead and diseased vegetation
- Stabilizing eroded side slopes and bottom
- Repairing erosion areas
- Mulching void areas, if needed
- Maintaining inlets and outlets
- Repairing leaks from the sedimentation chamber or from deteriorating structural components
- Removing the top few inches of media and cultivating the surface when the filter bed is clogged
- Cleaning out accumulated sediment from the filter bed once depth exceeds approximately one-half inch or when the filter layer no longer draws down within 24 hours

In regions where dry and wet seasons are distinguished, as is the case in Southern California, conducting special maintenance activities before spring and fall storms can help to prevent increased erosion. If a BMP does not meet the specified design criteria, it must be repaired, improved, or replaced before a wet season starts. Any accumulated sediment and trash should be removed to maximize the performance of the facility throughout the following wet season. Any disturbed area that is not actively being graded must be fully protected from erosion.

A detailed maintenance program will be developed during the detailed design phase. The detailed maintenance program will include the responsible parties and the stormwater BMPs for which they will be responsible. It will also include the O&M details for each BMP type. The maintenance program will also include plant maintenance, defining species specific pruning practices and scheduling.

See each section below for O&M details for each type of BMP.

14.1 BIORETENTION

Maintenance activities for bioretention units should focus on the major system components, especially landscaped areas. Bioretention landscape components should blend over time through plant and root growth, organic decomposition, and natural soil horizon development. Those biological and physical processes over time will lengthen the facility's life span and reduce the need for extensive maintenance. Irrigation of vegetated areas might

be needed during the plant establishment period. During extended drought, temporary supplemental irrigation could be used to maintain plant vitality. Irrigation frequency will depend on the season and type of vegetation. Native plants generally require less irrigation than nonnative plants and should be incorporated into site designs where feasible. Controlled drainage can also be used to manage soil moisture by selectively elevating the underdrain outlet in dry periods. This will result in greater soil moisture retention between rainfall events. The underdrain outlet should always be no less than 18 inches below the soil surface to prevent saturation of the plant rooting zone.

Routine maintenance should include a twice-yearly evaluation of the trees and shrubs and subsequent removal of any dead or diseased vegetation. To reduce the use of fertilizers, which can have a poor effect on water quality, the soil should be inoculated with mycorrhiza during soil preparation. Corrective actions should be taken to remove areas of standing water in the BMP to restore proper infiltration rates and prevent mosquito and other vector habitat formation. To maintain the treatment area's appearance, pruning and weeding might be necessary. Replace mulch for aesthetics or when erosion is evident. Depending on pollutant loads, soil media might need to be replaced within 5 to 10 years of construction. Stabilizing the area around the bioretention area can reduce maintenance by reducing the sediment flowing into the BMP. A bioretention area can become clogged with sediment if the surrounding area is not properly stabilized. Proper design of inlet systems can also reduce maintenance requirements by preventing trash and other gross solids from entering the bioretention area. In some cases, the inlet design will allow trash and gross solids to collect by the street for easy removal by a street sweeper or maintenance crew.

Table 8 outlines the required maintenance tasks, their associated frequency, and notes to expand on the requirements of each task based on recommendations from researchers in the green infrastructure field.

Table 8. Bioretention O&M Considerations

Task	Frequency	Maintenance Notes
Monitor infiltration and drainage	Annually	Inspect drainage time (12-24 hours). Might have to determine the infiltration rate (every 2-3 years). Turning over or replacing the media (top 2-3 inches) might be necessary to improve infiltration (at least 0.5 in/hr).
Pruning	Annually	Nutrients in runoff often cause bioretention vegetation to flourish.
Mulching	Annually	Recommend maintaining 1-inch to 3-inch uniform mulch layer.
Mulch removal	Once every 3 to 4 years	Biodegraded mulch accumulation reduces available water storage volume. Removal of mulch also increases surface infiltration rate of fill soil.
Watering	Once every 2 to 3 days for first 1 to 2 months; sporadically after establishment	If drought conditions exist, watering after the initial year might be required.
Soil inoculation	One time initially	Inoculate soil with mycorrhiza during soil preparation for planting to avoid the use of fertilizers.
Remove and replace dead plants	Annually	It is common for 10% of plants to die during first year. Survival rates tend to increase with time.
Inlet inspection	Once after first rain of the season, then monthly during the rainy season	Check for sediment accumulation to ensure that flow into the retention area is as designed. Remove any accumulated sediment.

Task	Frequency	Maintenance Notes
Outlet inspection	Once after first rain of the season, then monthly during the rainy season	Check for erosion at the outlet and remove any accumulated mulch or sediment.
Miscellaneous upkeep	Twice a year	Tasks include trash collection, plant health, spot weeding, and removing mulch from the overflow device.

14.2 PERMEABLE PAVEMENT

The main goal of the maintenance program for permeable pavement is to prevent clogging by fine sediment particles. The primary maintenance requirements include regular inspections as well as a combination of preventative tasks, including timely removal of debris (e.g., leaf litter, acorns, grass clippings, mulch) and stabilizing surrounding areas. To maintain the infiltrative capacity of permeable pavements, vacuum sweeping should be performed at least twice per year. Frequency of vacuum sweeping should be adjusted according to the intensity of use and deposition rate on the permeable pavement surface. Settled paver block systems might require resetting. When modular pavements incorporate turf into their void area, normal turf maintenance practices including watering, fertilization, and mowing, might be required. For proper performance, maintenance staff must ensure that stormwater is infiltrating properly and is not standing or pooling on the surface of the permeable pavement. Standing water can indicate clogging of the void space. In such cases, vacuuming is necessary. If ponding still occurs, it might be necessary to inspect the media sub layer and possibly the underdrain. Table 9 presents the required maintenance tasks, their associated frequency, and notes to expand on the requirements of each task based on recommendations from researchers in the green infrastructure field.

Table 9. Permeable Pavement O&M Considerations

Task	Frequency	Maintenance Notes
Impervious to pervious interface	Once after first rain of the season, monthly during the rainy season	Check for sediment accumulation to ensure that flow onto the permeable pavement is not restricted. Remove any accumulated sediment. Stabilize any exposed soil.
Street sweeping	Weekly during routine mechanical sweeping and twice a year with vacuum sweeper (or as needed)	Portions of pavement should be swept with a vacuum street sweeper at least twice per year or as needed to maintain infiltration rates.
Replace void fill materials (applies to pervious pavers only)	1-2 times per year (and after any vacuum truck sweeping)	Fill materials will need to be replaced after each sweeping and as needed to keep interstitial bedding material even with the paver surface.
Miscellaneous upkeep	4 times per year or as needed for aesthetics	Tasks include trash collection, sweeping, and spot weeding. Ensure landscaping materials (soil, mulch, grass clippings, etc.) are not stockpiled on permeable pavement surfaces.

14.3 UNDERGROUND INFILTRATION CHAMBERS

Underground infiltration galleries that use sand, peat/sand, or composite filter media are classified as filtration BMPs because the water quality is improved as water flows vertically through the media. They also function similarly to bioretention units as infiltration BMPs, though they lack the pollutant removal provided by plant uptake and biological remediation. Subsurface infiltration galleries are often used for land uses with a large fraction of impervious surfaces and ultra-urban locations, such as parking lots and roadways. Because infiltration galleries can be underground, they are an ideal BMP to be used in areas with limited available surface space. However, this may make operation and maintenance more difficult.

Infiltration galleries require regular, frequent maintenance of the media layer and pretreatment devices to ensure optimum infiltration, storage, and pollutant removal capabilities.

Any inlets should be inspected after the first storm of the season, then monthly during the rainy season to check for sediment accumulation and erosion. Sediment can accumulate, especially at inlets where bypass structures are used, and should be inspected regularly. Any accumulated sediment that impedes flow into the underground infiltration gallery should be removed and properly disposed. The forebay/settling area should also be cleaned as needed.

Filter media is designed to maintain long-term pollutant processing capability. Estimates from metal attenuation research suggest that metal accumulation should not present an environmental concern for at least 20 years. If in question, the soil shall be analyzed for pollutant levels.

Trash and debris should be removed from inlet and forebay/settling area as needed. Any visual evidence of contamination from pollutants such as oil and grease should be removed as needed.

14.4 LANDSCAPE AND IRRIGATION

Landscape maintenance can have a significant impact on soil permeability and its ability to support plant growth. Most plants concentrate the majority of their small absorbing roots in the upper 6 inches of the soil surface if the surface is protected by a mulch or forest litter. If the soil is exposed or bare, it can become so hot that surface roots will not grow in the upper 8 to 10 inches. The common practice of removing all leaf litter and detritus with leaf blowers creates a hard-crusting soil surface of low permeability and high heat conduction. Proper mulching of the soil surface improves water retention and infiltration, while protecting the surface root zone from temperature extremes.

In addition to impacting permeability, landscape maintenance practices can adversely affect water quality. Because commonly used fertilizers and herbicides are a source of toxic compounds, use of these substances should be kept to a minimum. Overwatering, which can be a significant contributor to runoff and dry weather flows, should be prevented. Watering should only occur to accommodate plant health and should be adjusted at least four times a year. Whenever practical, use weather-based irrigation controllers and follow real-time evapotranspiration (plant water use) data from the California Irrigation Management Information System (CIMIS) from the Department of Water Resources. Organic methods for fertilizers and pest control (including Integrated Pest Management) should be used.

For the BMPs to function properly for stormwater treatment and blend into the landscape, vegetation selection is crucial. Appropriate vegetation will have the following characteristics: plant materials must be tolerant of summer drought, ponding fluctuations, and saturated soil conditions for 10 to 48 hours; a minimum of three trees, three shrubs, and three herbaceous groundcover species shall be incorporated to protect against facility failure from disease and insect infestations of a single species; and native plant species or hardy cultivars that are not invasive and do not require chemical inputs are recommended to be used to the maximum extent practicable.

Irrigation systems installed will likely need inspection at least once weekly, especially in the first dry season after planting, to ensure that controllers and valves are operating properly, plants are not being over or under watered, and broken or leaking pipes are repaired promptly. It is recommended that the irrigation design include hose couplers so that vegetation can be watered by hand in the event of a major failure of the irrigation system, and to deep-water trees to encourage deep root growth.

14.5 BMP MONITORING EQUIPMENT

The BMP monitoring equipment should be inspected and tested as recommended by the manufacturer. Equipment should be tested during each monitoring site visit and on a regular basis, such as quarterly; however, frequency will need to be monitored and adjusted as necessary. Prior to the rainy season, the mounting hardware for the equipment should be inspected to ensure that the equipment is still secure, and the fastening system has not loosened, or hardware is missing.

14.6 VECTOR CONTROL

Stormwater improvement BMPs can create unwanted aquatic habitats suitable for mosquitos and other vector species that transmit pathogens, causing human and animal diseases. In ideal conditions, a mosquito goes from the aquatic stages of development in less than one week. To reduce the breeding activity, it is preferable to have a 72-hour maximum residence time for captured water. The installed BMPs should be routinely monitored to ensure that standing water is not present 72 hours after a storm event. If the basin is not completely drained after 72 hours, then treatment by local mosquito and vector control agencies may be needed to suppress vector production. Post-construction conditions that would require maintenance include clogging of devices, establishment of invasive or exotic vegetation, non-stormwater runoff, scouring and erosion, structural damage, trash and sediment accumulation, vandalism, and vegetation overgrowth.

**TECHNICAL SPECIFICATIONS RELATED TO OPERATIONS AND MAINTENANCE
FOR THE
MERCED AVENUE GREENWAY**

SUPPLEMENTS AND MODIFICATIONS TO
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)
STANDARD SPECIFICATIONS

7-6.71 BID ITEM NO. 71 – OPERATION & MAINTENANCE MANUALS

This contract bid item for operation & maintenance manuals provides for the payment of Operation and Maintenance Manuals prepared by the Contractor and delivered to the City at project completion providing full operation and maintenance requirements of the Stormwater LID/BMP components used on this project. Contractor shall coordinate with the Manufacturer and the Manufacturer representatives and prepare a full, bound manual summarizing and describing the manufacturer's recommended maintenance activities and the industry standard recommended maintenance activities for all components of the LID/BMPS. Five bound hard copies shall be submitted.

Payment for BID ITEM NO. 71 – OPERATION & MAINTENANCE MANUALS shall be per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment, coordination with City and LID/BMP Manufacturer or Manufacturer Representative, transportation, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted. No additional compensation will be allowed.

224-2 PRODUCTS

224-2.1 Subsurface Storage Chamber Units

224-4 MAINTENANCE

A routine maintenance effort is required to ensure proper performance of the subsurface storage chamber system. The maintenance program should be focused on pretreatment systems. Ensuring these structures are clean and functioning properly will reduce the risk of contamination of the subsurface storage chamber system and stormwater released from the site. Pre-treatment systems shall be inspected yearly, or as directed by the regulatory agency and by the manufacturer (for proprietary systems). Maintain as needed using acceptable practices or following manufacturer's guidelines (for proprietary systems).

324-4.1 Inspection/Maintenance Ports

Inspection and/or Maintenance Ports in the subsurface storage chamber system will need to be inspected for accumulation of sediments at least quarterly through the first year of operation and at least yearly thereafter. This is done by removing the cap of the port and using a measuring device long enough to reach the bottom of the subsurface storage chamber system and stiff enough to push through the loose sediments, allowing a depth measurement.

If sediment has accumulated to the level noted in the subsurface storage chamber system maintenance guide or beyond a level acceptable to the Owner's engineer, the subsurface storage chamber system should be flushed.

A flushing event consists of pumping water into the Maintenance Port and/or adjacent structure, allowing the turbulent flows through the subsurface storage chamber system to re-suspend the fine sediments. If multiple Maintenance Ports have been installed, water should be pumped into each port to maximize flushing efficiency. If permitted by the City, sediment-laden water can be filtered through a Dirtbag by ACF Environmental, or approved equal.

SECTION 225 – CONCRETE DRY FILTER BOX

225-6 MAINTENANCE

Depending on the characteristics of the contributing watershed and seasonal variation, common maintenance needs include periodic removal of accumulated leaves (and other organic debris) and garbage from the top grate and sediment and fine debris from the concrete dry filter box. Contributing watersheds with high sediment concentrations may require up to monthly or twice monthly visits to satisfy maintenance needs.

If sediment accumulates beyond an acceptable level in the system, it will be necessary to remove. This can be done by manual removal with a shovel or vacuum device. The filter screen can be cleaned manually through brushing or with pressurized water.

SECTION 226 – PERMEABLE PAVERS

226-3.8 Inspection and Maintenance of P-ACB System

- A. Follow manufacturer's inspection and maintenance requirements of P-ACB system.
- B. The manufacturer's representative of the P-ACB shall provide a minimum 36 month maintenance program; including a visual inspection report with photos and a recommended cleaning schedule with a vacuum truck.
- C. Maintenance shall be required when either of the following two conditions are met:
 - 1. The surface infiltration rates of more than 75% of the total permeable surface falls below 10% of the rate required in Table 1.
 - 2. Surface ponding remains for 24 hours in an area greater than 10 square feet of the permeable surface.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT

Add the following to Section 801-6 of the Standard Specifications:

The work under this Section includes providing all labor, materials, tools and equipment necessary for maintenance of landscape and all improvements during the 120 day maintenance period, as designated by the Landscape Architect or Owners Representative.

801-6.1 Submittals

Quality Control Submittals: Schedule of maintenance operations and monthly status report, including list of equipment, materials proposed for the job, and watering schedule(s). Licenses, permits and insurance required by the local jurisdiction, the State, or Federal government, pertaining to Work under this Section.

801-6.2 Project Closeout Submittal

Include in a single 3-ring binder a Landscape Maintenance Manual for use by the Owner, containing an indexed collection of all schedules, records and permits listed above, including documentation of accepted condition of planting and irrigation at Final Acceptance.

No Work shall proceed under this Section until Submittal requirements indicated herein have been reviewed accordingly by the Landscape Architect or Project Representative.

801-6.3 Project/Site Conditions

Site Visit: At beginning of the designated Landscape Maintenance Period, visit and tour the site with the Landscape Architect or Project Representative, and other interested parties, to clarify the scope of Work, and understand existing project/site conditions.

Documentation of Conditions: Document the general condition of installed plant materials, recording those which are healthy and thriving, and unacceptable materials which are damaged, dead, and/or dying and in need of replacement.

Irrigation System: Document general condition of existing irrigation system, making sure that faulty, improper, and/or non-functioning irrigation materials or equipment are reported.

801-6.4 Sequencing and Scheduling

Perform Work under Landscape Maintenance Period during hours mutually agreed upon between Owner and Contractor.

Work force shall be present at the Project Site at a minimum duration of at least once per week, and at other times, as necessary, to perform specified Work, in accordance with the approved schedule under the Landscape Maintenance Period.

801-6.5 Duration of Landscape Maintenance Period

Following satisfactory completion of all items included on the Landscape Punch List, the contracted Landscape Maintenance Period shall commence and progress. The date on which the Landscape Architect or Project Representative determines that the landscape installation is substantially-complete, whereas outstanding Work included on the Landscape Punch List is addressed and satisfactorily completed to the satisfaction of the Landscape Architect or Project Representative.

Duration: A minimum of 120 calendar days.

Protection: Protect new landscape planting areas from damage during duration of Landscape Maintenance Period, until Final Acceptance. Provide temporary protection fences, barriers and signs, as required, for protection.

Replacements: Immediately treat or replace plant materials as directed, which become damaged or injured as a result of Contractor's operations or negligence, per the Landscape Architect or Project Representative, at no additional cost to Owner. Replacement plant materials shall match size and variety of plant material being replaced.

801-6.6 Planting Maintenance

Watering Basins: Maintain watering basins around the perimeter of the installed plant materials so that enough water can be applied to establish and maintain adequate soil moisture through the root zone of the plant materials. Re-dish and tamp basins accordingly which have become damaged or have failed since installation. During rainy season, open basins to allow surface drainage away from the root crown where excess water may accumulate. Restore watering basins at end of rainy season. At the end of the rainy season, re-dish and tamp watering basin at trees and shrubs.

For supplemental hand watering of watering basins, use a water wand to break the water force. Do not permit use of "jet" type watering equipment. Do not permit crown roots to become exposed to air through dislodging of soil and mulch.

Mulch: Maintain originally specified thickness of mulch material to reduce evaporation and frequency of watering.

Settlement of Plant Materials: Reset/replant sunken or settled plant materials to proper grades and in upright position.

Weed Control: Planting areas throughout site shall be weed-free at all times, including areas between plants and along watering basins. Use only recommended and legally-approved herbicides to control and maintain weed growth. Avoid frequent soil cultivation that destroys shallow roots and breaks the seal of pre-emergent herbicides.

Maintenance of Existing Plant Materials to Remain: Conform to applicable paragraphs regarding pruning, watering, spraying and fertilizing of new plant materials as indicated herein this Section.

Symptoms: Be alert to symptoms of construction damage to existing plantings as evidenced by wilting, un-seasonal or early flowering or loss of leaves, and insect or disease infestation due to declining vigor.

Notification: Submit in writing of evidences of declining vigor immediately upon discerning the problem. Take appropriate interim measures to mitigate the severity of the problem as specified in this Section.

Proposal: Submit written proposal and cost estimate for the correction of all conditions before proceeding with permanent correction Work.

801-6.7 Insects, Pests, and Disease Control

Inspection: Inspect plant materials for signs of stress, damage and potential trouble from the following: Presence of insects, moles, gophers, ground squirrels, snails and slugs in planting areas. Discolored or blotching leaves or needles. Unusually light green or yellowish green color inconsistent with normal green color of leaves.

Personnel: Only licensed, qualified, trained personnel shall perform spraying for insect, pest and disease control.

Application: Spray with extreme care to avoid all hazards to any person or pet in the area or adjacent areas.

801-6.8 Irrigation System Maintenance

General: Repair without additional charge to Owner damages to Irrigation System caused by Contractor's operations. Perform repairs within one (1) watering period. Report promptly to Owner accidental damage not resulting from Contractor's negligence or operations. Twice a month, use a probe or other acceptable tool to check the rootball moisture of representative plants as well as the surrounding soil.

Cleaning and Monitoring the System: Continually monitor the irrigation systems to verify that they are functioning properly as designed. Make program adjustments required by changing field conditions. Prevent spraying on windows, building walls, by balancing the throttle control on the remote control valves and the adjustment screws on the sprinkler heads. Do not allow water to atomize and drift.

Routine: Inspect and adjust all control valves. Verify correct operating pressure.

Drip Irrigation: All of above, plus keep strainer clean. Flush lines as required. Inspect emitters for proper flow, and check moisture level at plant rootball weekly for the first month of operation, and monthly thereafter.

System Failure: Perform all repairs within one (1) operating period. Replacements to match removed products and materials in all respects. Report promptly all damage not resulting from Contractor's operations. Repair all damage caused by Contractor at no expense to Owner.

Climate Change: Do not run the irrigation system during the rainy season. Set and program automatic controllers in response to seasonal requirements and requirements of newly - planted materials.

801-6.9 Termination of the Landscape Maintenance Period

Final Acceptance Procedure: Work will be accepted by the Landscape Architect or Project Representative upon satisfactory completion of all Work, including Landscape Maintenance Period, but exclusive of replacement of materials under the Warranty Period.

Submit a written request to Landscape Architect or Project Representative for review for Final Acceptance at least five (5) working days prior to anticipated Final Review date, which is at the end of the Landscape Maintenance Period.

Corrective Work: Work requiring corrective action or replacement shall be performed within ten (10) calendar days after the Final Review. Perform corrective Work and materials replacement in accordance with the Contract Documents, Work shall be made by the Contractor at no cost to the Owner. After corrective Work is completed, the Contractor shall again request a Final Review for Final Acceptance as outlined above. Continue maintenance of all landscaped areas until such time as all corrective measures have been completed and accepted.

Conditions for Acceptance of Work at End of Landscape Maintenance Period: Each plant shall be alive and thriving, showing signs of growth and no signs of stress, disease, or any other weaknesses. Replace plant materials not meeting these conditions. An additional Warranty Period equal in length to the original shall be commenced for all such plants and planted areas.

Final Acceptance Date: The date on which the Landscape Architect or Project Representative issues a Letter of Final Acceptance. Upon Final Acceptance, the Owner will assume responsibility for maintenance of the Work beyond the Landscape Maintenance Period.

801-6.10 Cleaning

General: Dispose of pruned plant materials, weeds and leaves, sweep walkways and rake smooth

mulched areas. Remove from the site containers and other evidence of maintenance activities.

801-6.11 Close Out

Landscape Maintenance Record: Submit binder to Owner with documentation and records required and utilized during the Landscape Maintenance Period.

Keys and Identification: Return keys and identification materials supplied by Owner for the purpose of site access.

801-6.12 Replacements

Failed Materials: Repair and/or replace at no cost to the Owner all plant materials exhibiting conditions which are determined as unacceptable due to workmanship by the Contractor. Closely match replacements to adjacent specimens of the same species. Apply requirements of this Specification to replacements. Contractor shall be held responsible for a maximum of two (2) replacements for each failed tree, shrub and vine, and same area of groundcover planting after final acceptance during warranty period.

Incorrect Materials: During Warranty Period, replace at no cost to Owner plants revealed as being untrue to name and species. Provide replacements of a size and quality to match the planted materials at the time the mistake is discovered.

801-6.13 Establishment Period

All areas landscaped by Contractor/Developer under this establishment period shall not be less than ninety days from the date of written acceptance for start of the plant establishment period.

Maintenance Tasks

- a. During the contract period provide all watering, weeding, fertilizing, cultivation, and spraying necessary to keep the plants and turf in a healthy growing condition.
- b. Keep the plant areas neat, edged, and attractive.
- c. All trees and shrubs planted under the contract shall be pinched and pruned as necessary to encourage new growth and to eliminate sucker growth.
- d. Old wilted flowers and dead foliage shall be immediately pinched or cut off.
- e. Do not prune trees without written approval of the City's Authorized Representative.

The Contractor/Developer shall apply fertilizer (Gro-Power) to all turf areas at a rate of 25 pounds per 1,000 square feet and all ground cover areas at a rate of 25 pounds per 1,000 square feet, at 30-day intervals, for three applications as a minimum, beyond the original soil preparation application.

During the plant establishment period, all flow lines shall be maintained to allow for free flow of surface water. Displaced material which interferes with drainage shall be removed and placed as

directed. Low spots and pockets shall be graded to drain properly.

City approved erosion control netting shall be installed at flow lines and other locations where erosion is evident, when directed by the inspector.

Damage to planting areas shall be repaired immediately and throughout the plant establishment period.

Depressions caused by vehicles, bicycles, or foot traffic shall be filled and leveled. Replant damaged areas.

If any plant appears to be weak for any reason, during the maintenance period, that plant shall be replaced immediately with a new, healthy plant. At the end of the maintenance period, all plant materials shall be in a healthy growing condition and spaced as indicated on the plant plans.

All paved areas shall be washed and maintained in a neat and clean condition at all times.

Debris and trash shall be removed from the site every five days at a minimum.

All subsurface drains shall be periodically flushed with clear water to avoid build-up of silt and debris. Keep all drain inlets clear of leaves, trash, and other debris. Throughout the maintenance period, all plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be retained by the Contractor/Developer to recommend and apply all pesticides, herbicides, and fungicides. Eliminate gophers, moles, and all other animals or rodents and repair any damage.

Start of Plant Establishment

- a. The plant establishment period shall not start until all elements of the project that impact the landscaping are completed in accordance with the contract documents. If the project is segmented into phases, all plant material and amenities are to be established prior to each phase's placement into a 90-day maintenance period.
- b. The plant establishment period for the project shall not begin until after the first mowing of all newly planted turf areas. New turf shall not be mowed until attaining a minimum height of 1-1/2 inches. Turf shall be maintained at a mowing height of 2 inches. Turf shall be rotary mowed at least once a week.
- c. Any planting areas that do not show a prompt establishment of plant material shall be replanted at 10-day intervals until the plant material is established. If a good rate of growth has not been demonstrated within 30 days of first planting/hydro seeding, the Contractor/Developer shall be responsible to determine the appropriate horticultural practices necessary to obtain good growth.
- d. The Contractor/Developer shall obtain agronomic soils testing of all areas not showing good growth and shall provide copies of the test results to the City to verify the appropriateness of all maintenance work performed. If additional fertilizers are needed, up to a maximum 25% beyond the amount specified, such amendments shall be provided by the Contractor at no additional cost to the City.

Exhibit A-6

Merced Avenue Greenway Project Post Construction Monitoring

(Monitoring Plan will be finalized in February 2022)

The nonprofit Council for Watershed Health (CWH) is working with City of South El Monte to prepare a Monitoring Plan (MP) and Quality Assurance Project Plan (QAPP) that evaluates conditions post-construction for a minimum of three years after demobilization. The Monitoring Plan will include a description of post-construction monitoring objectives, the methodology and criteria for monitoring activities, the constituents to be monitored, sampling locations, and number of monitoring events. Data collection will be focused on quantifying the efficacy of the constructed LID BMPs, with an emphasis on water quality and capture, and in better assessing the variables associated with LID BMP performance. The approach will be detailed in the MP. The plan is expected to be finalized in February 2022.

CWH will capture project performance by collecting storm water samples a) before flows enter the LID BMPs and b) at the south end of Merced Avenue, at which point storm water runoff has intercepted multiple LID BMPs. Grab samples will be taken for up to three (3) post-construction wet-weather events to better characterize LID BMP performance given variability in storm size and pollutant loads. Samples will be brought to a certified laboratory and analyzed for heavy metals, nutrients, pesticides, suspended sediments, and fecal indicator bacteria. In-situ storm water measurements like pH, conductivity, and trash counts will be conducted during sample collection using field probes and visual assessment. Results will be compared to water quality objectives set forth in the Basin Plan for the Los Angeles Region (Los Angeles Regional Control Board). Water capture will be estimated based on the LID BMP design and using storm flows for the 85th percentile storm, extrapolated for the year.

In addition, soil properties, plant health, and microbial communities are important for infiltration, productivity, and pollutant uptake. CWH will monitor the pore water and soils in each catchment area of the project during or shortly after storm events. Soil and pore water analytes include general chemistry, nutrients, metals, microbial productivity, and general soil characteristics. Plant health will be assessed using visual surveys and plant cover transects. Soil and porewater samples will be shipped to a certified lab for analysis. Onset HOB0 level loggers will be used to determine infiltration rates of the bioretention areas during wet-weather events and LogTag devices will be used to measure continuous temperature and soil moisture over the duration of the sampling period.

Exhibit A-8

MERCED AVE GREENWAY COMMUNITY OUTREACH

Active San Gabriel Valley

June 21, 2019

INTRODUCTION

Over the past 9 years ActiveSGV's team of staff organizers, board members, volunteers and supporters have dedicated thousands of hours to fostering civic engagement in communities across the San Gabriel Valley to effect policy, program and environmental change. Working with Project partners, ActiveSGV has conducted extensive community engagement for the Merced Ave Greenway Project. The purpose of this project is to plan and design the first livable green street in the City of South El Monte, a highly urbanized and severely underserved community located in the San Gabriel Valley. Improvements to the Merced Avenue street corridor have been designed to promote redevelopment for mixed-use activities, including stormwater infrastructure, and to create opportunities to promote community health and safety through effective community engagement. The Community Outreach report will outline the extensive community outreach conducted to date and include future community engagement efforts.

SOUTH EL MONTE CITY

The City of South El Monte lies at an important crossroads from both a geographic and historical perspective. The city, located in the County of Los Angeles, is bounded on two sides by the San Gabriel Valley's two major drainage features – the Rio Hondo River on the west and the San Gabriel River on the east. Throughout the 1930s, South El Monte and much of the region was agricultural, in part due to these local water sources. During and after the Second World War, South El Monte, due to its location adjacent to rail lines and new freeways, successfully attracted a broad base of industrial users. The community engagement efforts focused on a 1.1-mile stretch of Merced Avenue that lies completely within the City. The street has four through-lanes and lacks any vegetation, canopy cover, or permeable surfaces.

According to CalEPA's CalEnviroScreen and Department of Water Resources data, the City of South El Monte is a severely disadvantaged community. The need for this type of catalyst project in the City of South El Monte is significant – it is a community of primarily working-class families with a household median income of \$34,656, well below the median income level of \$42,189 for Los Angeles County. According to the US Census Bureau, over 20,100 people lived in South El Monte as of 2010. Thirty-three percent of the population lives on a household income of \$25,000 or less. The per capita income of South El Monte is a low \$10,316, about 50% lower than that of the County and 45% lower than the rest of the State. Approximately 16% of families and 19% of South El Monte residents live in poverty, and 10% of households report public assistance income. South El Monte also has a high immigrant population, with 52% of the residents being foreign-born. The ethnic make-up is predominantly Latino at 86%. There is also a growing Asian community – primarily Chinese, Vietnamese, and Filipino – that accounts for approximately 8% of the population in the City.

COMMUNITY OUTREACH APPROACH

Recognizing the community characteristics and challenges, the Project team crafted a thoughtful, culturally competent approach toward conducting community engagement activities. Our approach was to engage residents in trusted spaces, existing community events, schools, and in their language. This approach was supported by additional engagement via social media, project branding, community presentations, creating a project website, direct canvassing, and ongoing workshops throughout the Project.

LIST OF COMPLETED OUTREACH EVENTS:

Date	Time	Name	Type of Event (tabling, meeting)
03/31/2018	9:30am-12:00pm	Easter Breakfast	Tabling
04/14/2018	10:00am-1:00pm	Health Fair	Tabling
04/28/2018	9:00am-12:00pm	JSFC Family Health Fair	Tabling
04/29/2018	10:00am-3:00pm	SEMHS Swapmeet	Tabling
5/1/2018	11:00am-1:00pm	SEMHS Pop Up	Tabling during lunchtime
5/4/2018	5:00pm-9:00pm	SEM Cinco de Mayo	Tabling
05/05/2018	10:00am-12:00pm	Fiesta of Books	Tabling
05/18/2018	6:00pm-9:00pm	Bike Night at Union Station	Tabling
6/2/2018	8:30:00 AM-12:00pm	Community Bike Ride (Platica)	Platica/Street Audit of existing conditions
06/09/2018	9:30am-2:30pm	SEM 60th Anniversary Celebration	Tabling
6/14/2018	6:30pm-8:00pm	Workshop #1	Community Workshop
07/28/2018	5:00pm-9:30pm	SEM Concerts in the Park	Tabling
08/02/2018	5:00pm-9:30pm	SEM Concerts in the Park (Nat'l Night Out)	Tabling
9/5/2018	7:30am-9:30am	EM/SEM Chamber of Commerce Breakfast	Presentation
9/22/2018	9:30am-11:30am	Community Street Study	Platica, Street audit w/ a

		(Platica)	pedestrian focus
9/24/2018	5:00pm-7:00pm	EM/SEM Best Start Meeting	Presentation
10/13/2018	11:00am-2:00pm	Merced Ave Community Workshop #2	Community Workshop
10/23/2018	11:00am-12:30pm	SEMHS Focus Group	Focus group with high school students
10/26/2018	8:00am-2:00pm	Santa Ana Bike Tour	Bike tour to Santa Ana with elected officials, SEM Community members, and staff to explore a connected, greenway network
CANVASSING			
Date	Time	Details	
6/4/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #1)	
6/5/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #1)	
6/6/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #1)	
6/7/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #1)	
6/9/2018	10:00am-2:00pm	Door to Door Canvassing (Workshop #1)	
6/10/2018	2:00pm-4:00pm	Door to Door Canvassing (Workshop #1)	
6/11/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #1)	
6/12/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #1)	
6/13/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #1)	
9/20/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #2)	

9/21/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #2)	
9/22/2018	12:00pm-4:00pm	Door to Door Canvassing (Workshop #2)	
9/23/2018	10:00am-2:00pm	Door to Door Canvassing (Workshop #2)	
9/27/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #2)	
10/3/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #2)	
10/4/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #2)	
10/6/2018	10:00am-2:00pm	Door to Door Canvassing (Workshop #2)	
10/7/2018	12:00pm-4:00pm	Door to Door Canvassing (Workshop #2)	
10/9/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #2)	
10/10/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #2)	
10/11/2018	5:00pm-7:00pm	Door to Door Canvassing (Workshop #2)	
2/20/2019	12:00pm-2:00pm	Door to Door Canvassing (Workshop #3)	
2/22/2019	10:00am-1:00pm	Door to Door Canvassing (Workshop #3)	
2/26/2019	3:00pm-5:00pm	Door to Door Canvassing (Workshop #3)	
2/27/2019	1:00pm-5:00pm	Door to Door Canvassing (Workshop #3/Design Survey)	
2/28/2019	3:00pm-7:00pm	Door to Door Canvassing (Workshop #3/Design Survey)	
3/7/2019	3:00pm-6:00pm	Door to Door Canvassing	

		(Design Survey)	
3/8/2019	3:00pm-5:30pm	Door to Door Canvassing (Design Survey)	
3/10/2019	3:00pm-5:00pm	Door to Door Canvassing (Design Survey)	
3/11/2019	3:00pm-6:00pm	Door to Door Canvassing (Design Survey)	
3/16/2019	12:00pm-2:00pm	Door to Door Canvassing (Design Survey)	

COMMUNITY ENGAGEMENT OUTCOMES

The outreach conducted in the City of South El Monte resulted in the following:

- 162 surveys captured measuring climate, water, and public health attitudes
- 100 (weekly average) unique visitors to the MercedAveGreenway.com website
- 11 community events
- 3 community workshops conducted, the second workshop included a demonstration of potential improvements on Merced Ave for residents to experience a protected greenway.
- 2 community street audits, each one with a bike or pedestrian focus
- 2 community presentations, one to the Chamber of Commerce, the other to an initiative of First 5 Los Angeles within South El Monte
- 1 youth specific focus group
- 1 Bike tour to Santa Ana City to experience a connected greenway network to potentially model in South El Monte.
- Multiple rounds of direct door to door canvassing within the project corridor to businesses, single family, and multi family homes to gather design preferences.
 - Following the second workshop, the Project team conducted door to door along the corridor to maximize community participation in design preference, please see design preference survey below:

SAMPLE DESIGN PREFERENCE SURVEY ENG/SPA

MERCED AVENUE GREENWAY www.mercedavegreenway.org



PROJECT GOALS + BENEFITS:

- 1) Improve water quality and slow and capture water to reduce flooding.
- 2) Lower temperatures on sidewalks and streets by adding shade and using cool materials.
- 3) Enhance safety for people walking and riding bikes and at crossings.
- 4) Increase livability and ecological health by providing amenities and climate-appropriate plants and trees.

POTENTIAL DESIGNS: The project will achieve its goals through bike lanes, sidewalk repairs, and the addition of new landscape areas. There are three concepts, below. Please circle which options you support.

Option A



Do you support option A? **Yes** **No**

Stormwater treated with landscape, permeable paving, and underground systems.

Bike lane between parked cars and sidewalk.

New trees and plants in select areas.

New crossings and repaired sidewalks.

Option B



Do you support option B? **Yes** **No**

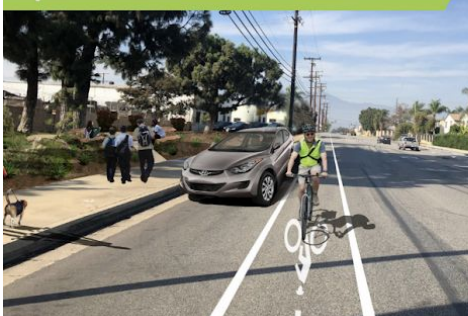
Stormwater treated with landscape, permeable paving, and underground systems.

Bike lane at sidewalk level, away from cars.

New trees and plants between sidewalk and bike lane.

New crossings and repaired sidewalks.

Option C



Do you support option C? **Yes** **No**

Stormwater treated with landscape, permeable paving, and underground systems.

Bike lane between parked cars and traffic.

New plants added in select locations.

New crossings and repaired sidewalks.

COMMUNITY DESIGN CONSIDERATIONS:

The project will not significantly impact parking, and is looking for ways to increase parking, address concerns about speeding and safety. New trees will not block views in or out of driveways. Plant material will be carefully selected to provide year-round plants. Medians will not be added anywhere that they will interfere with turns.

YOUR INFORMATION

Do you live on Merced Avenue?

Yes No

Do you live in South El Monte?

Yes No

Signature: _____

Optional Information:

Email: _____

Address: _____

METAS DEL PROYECTO + BENEFICIOS:

- 1) Mejorar la calidad del agua y espacio y captura agua para reducir inundación.
- 2) Bajar las temperaturas en las aceras y calles con agregando sombra y utilizando materiales frescos.
- 3) Mejorar la seguridad de las personas que caminan y andan en bicicleta y en los cruces.
- 4) Aumenta la habitabilidad y la salud ecológica al dar servicios y plantas y árboles apropiados al clima.

DISEÑOS POTENCIALES: El proyecto logrará metas a través ciclocarriles, reparaciones de aceras y la incorporación de nuevas áreas paisajísticas. Hay tres conceptos abajo. **Por favor circule las opciones que apoya.**

Opción A



¿Apoya usted la opción A? **Sí** **No**

Aguas pluviales tratadas con un paisaje, pavimento permeable y sistemas subterráneos.

Ciclocarril entre autos estacionados y acera.

Nuevos árboles y plantas en áreas selectas.

Nuevos cruces y reparación de aceras.

Opción B



¿Apoya usted la opción B? **Sí** **No**

Aguas pluviales tratadas con un paisaje, pavimento permeable y sistemas subterráneos.

Ciclocarril a nivel de acera, alejado de los coches.

Nuevos árboles y plantas entre acera y ciclocarril.

Nuevos cruces y reparación de aceras.

Opción C



¿Apoya usted la opción C? **Sí** **No**

Aguas pluviales tratadas con un paisaje, pavimento permeable y sistemas subterráneos.

Ciclocarril entre autos estacionados y tráfico.

Nuevas plantas agregado en áreas seleccionadas.

Nuevos cruces y reparación de aceras.

CONSIDERACIONES DE DISEÑO COMUNITARIO:

El proyecto no tendrá un impacto significativo en el estacionamiento de coches, y está buscando formas de aumentar estacionamiento, abordar las preocupaciones sobre velocidad y seguridad. Los nuevos árboles no bloquearán las vistas dentro o fuera de las entradas. El material vegetal se seleccionará con cuidado para tener plantas durante todo el año. Las medianas no se agregarán en ningún lugar que interfieren con las vueltas.

SU INFORMACIÓN

¿Vives en Merced Avenue?

Sí No

¿Vives en South El Monte?

Sí No

Firma: _____

Información Opcional:

Correo Electrónico: _____

Dirección: _____

OUTREACH RESULTS FOR DESIGN PREFERENCE SURVEY

OPTIONS	SINGLE FAMILY HOMES (68)	MOBILE HOMES (138)	BUSINESS (77)
A	5	18	11
B	27	62	4
C	10	11	11
A or B	1	3	0
All options	1	0	0
No options	0	4	2
Surveys collected	44	98	28
Response rate	65%	71%	36%

The door to door canvassing efforts aligned with Community Workshop #2 design preference surveys, where the majority of the people preferred option B in the southern stretch of Merced Ave.



FUTURE COMMUNITY ENGAGEMENT EFFORTS

Critical to the success of the construction phase for this project will be ongoing engagement with community members about the project status, construction updates, and education efforts about the multiple benefits of the project. The Project team proposes a similar approach to the design/planning phase, where engagement activities are thoughtful, culturally competent, and in the requisite languages. The Project team proposes the following activities for the construction phase:

Task 1 - Project Management

Task 1.1 - Project Kick-Off Meeting

- Deliverables: Kick-off Meeting Agenda; Meeting notes

Task 1.2 - Monthly Reporting and Invoices

- Deliverables: Monthly progress and invoice

Task 1.3 - Monthly Project Management Meetings

- Deliverables: Monthly Meeting Agendas; Meeting notes provided within 5 days after the project status meeting.

ActiveSGV's project team has over two decades of experience implementing multi-jurisdictional public health, sustainability, and active transportation projects. Facilitating project meetings with diverse constituencies and stakeholders is something we take pride in, with staff seeking to continually improve our practices to efficiently make use of participants' time.

Task 2 - Public Outreach and Communications

Task 2.1 - Public Outreach and Communications Plan

- Deliverables: Public Outreach and Communications Plan; Literature explaining benefits of the greenway to the public

ActiveSGV will develop a multi-pronged, multi-lingual public outreach and communications plan to engage a broad cross section of project area residents. Key components of this plan, subject to Project Team review and approval, will include:

- Tabling of public events (Concerts in the park, other community events)
- Door to door canvassing
- Presentations to existing community groups (e.g., local Chambers of Commerce, PTAs)
- Pop-up activations (e.g., pop-up booths at key community sites)
- Vibrant social media content (Instagram, Facebook, Twitter)
- Further development of the MercedAveGreenway.org (current url owned by ActiveSGV)
- Media engagement (e.g., media alerts, press releases, op-eds)



ActiveSGV tabling and hosting an E-bike demo at South El Monte High School - City of South El Monte

Bilingual staff will update and translate existing materials and develop a plan to conduct community presentations, host interactive outreach booths, and coordinate fun community events in each project community to promote the program.

Task 2.2 - Branding Collateral

- Deliverables: Copies of produced collateral

The project team has extensive expertise designing vibrant, inviting materials for active transportation programs, including banners, flyers, magnets, logos and posters for open streets, bicycle safety, and bicycle friendly business district programs. Relevant to this project, ActiveSGV staff designed many of the materials for the existing outreach efforts with assistance from Alta Planning and Design and Climate Resolve.

Task 2.3 - Marketing, Encouragement, and Education Schedule

- Deliverables: Outreach schedule; Photos; Copies of produced materials;

Primarily focused on the high-need communities of the central SGV for the past eight years, ActiveSGV is very familiar with the project cities and existing opportunities to conduct outreach at local events and meetings, as well as which are likely to be most effective at reaching target audiences. ActiveSGV's physical proximity to the target communities, extensive experience working with local groups, and multilingual staff provide our project team provide us a unique ability to leverage project funding to commit to hosting a minimum of 50 interactive, pop-up, outreach booths at community events and in well-trafficked public places (e.g., lunch break at SEM High School) over a two year period. In addition the community events, ActiveSGV will commit to providing twenty (20) community bikes rides within the City of South El Monte to provide a safe, guided bike ride to/from community destinations. Classes will include an educational component where participants will learn basic rules of the road and maintenance so that they can legally, confidently, and safely ride their bike.

- **Task 2.4 - Establish a Community Advisory Committee (CAC)**
- Deliverables: Schedule and conduct a minimum of ten (10) meetings with the CAC; Meeting agendas; Sign-in sheets; Meeting presentations; Meeting notes

Community Advisory Committees (CACs) for the Merced Ave Greenway Project will provide the project team the opportunity to work closely with engaged local stakeholders, community members, and local businesses. Staff will also proactively invite project area youth - who are more reliant on bicycles, scooters, and other forms of active transportation to move around - to participate in the CAC . Our experience has been that working with youth and young adults is an effective avenue to engage families and family members in project work as well.

To further encourage active participation and attendance, ActiveSGV staff will provide healthy refreshments to meeting attendees, as well as leverage our existing partnerships and sponsors to offer at least one raffle item for each meeting.

Task 2.5 - Program Launch and Community Kick-Off Event

- Deliverables: Draft Site Plan; Final Site Plan; Draft Event Plan; Final Event Plan; Photos; Ride Plans; Ride and event flyer(s); Evaluation Summary; Survey Results

Working closely with each CAC and local stakeholders, ActiveSGV will plan, coordinate, and stage a community kick-off demonstration event and bike ride to raise awareness about the new program.. Regardless of specific format, ActiveSGV's team of nationally-certified ride marshalls (LCIs) will ensure the event is welcoming for people of all ages and abilities. Residents without access to a bicycle will have the opportunity to check one out from ActiveSGV (available models will include folding, e-assist, and cargo models), or make use of the region's dockless e-bike share program, slated to launch in Spring 2019.

The staff team will develop a site and event plan for each demonstration that includes key safety benefits, schedule, roles and responsibilities, logistics, and other pertinent details.

Task 3 - EVALUATION OF EXISTING CONDITIONS

Task 3.1 - Evaluation of Existing Conditions: Stakeholder Outreach

- Deliverables: Six (6) Stakeholder Meetings: List of stakeholders; Agendas and meeting mins; Summary of meeting findings.

Thanks to years of work in and collaborations with stakeholders in the project area, ActiveSGV is very familiar with key stakeholders in South El Monte. Fortunately bilingual project team staff have existing relationships with many local stakeholders. ActiveSGV proposes meeting with the identified agencies to discuss the project goals and learn if any concerns exist:

- Valle Lindo School District
- El Monte Union High School District
- El Monte South El Monte Chamber of Commerce
- El Monte City School District
- South El Monte/El Monte Best Start Community
- Los Angeles County Parks and Recreation (Whittier Narrows)

Tasks 3.2 - Bicycle and Pedestrian Counts

- Deliverables: Data tables; GIS maps of count locations; Data uploaded into SCAG's regional database

ActiveSGV staff has extensive experience utilizing SCAG's methodology to conduct manual bicycle and pedestrian counts in the project area and other cities across the San Gabriel Valley. It's important to have the most current data of active transportation within the City of South El Monte. The Project team proposes to conduct counts on the Merced Ave corridor and several other key corridors to analyze mobility in South El Monte. The team would upload all data to SCAG's updated platform and new manual count application for mobile phones which allows for direct upload. The team proposes a total of 10 screenlines, where each screenline is counted Tuesday (7am-9am, 4pm-6pm), Thursday (7am-9am, 4pm-6pm), and Saturday (11am-1pm).

Task 4 - Program Report

- Deliverables: Draft Report; Final Report

The project team is well prepared to transform the many project tasks and deliverables into a cohesive final report that summarizes program elements, evaluation results, and outcomes. Project staff will develop a draft report and request revisions from the project team, and then finalize based on input received.

TIMELINE

<u>Task</u>	<u>Task Title</u>	<u>Deliverable</u>	<u>Estimated Completion Date (Months after NTP)</u>
1	Project Management	Task 1.1 - Project Kick-Off Meeting <u>Deliverables</u>: Kick-off Meeting Agenda; Meeting notes Task 1.2 - Monthly Reporting and Invoices <u>Deliverables</u>: Monthly progress and invoice Task 1.3-Monthly Project Management Meetings <u>Deliverables</u>: Monthly Meeting Agendas; Meeting notes provided within 5 days after the project status meeting.	Ongoing throughout the project
2	Public Outreach and Communications	Task 2.1 - Public Outreach and Communications Plan <u>Deliverables</u>: Public Outreach and Communications Plan; Literature explaining benefits of the greenway to the public Task 2.2 - Branding Collateral <u>Deliverables</u>: Copies of produced collateral Task 2.3 - Marketing, Encouragement, and Education Schedule <u>Deliverables</u>: Outreach schedule; Photos; Copies of produced materials; Task 2.4 - Establish a Community Advisory Committee (CAC) <u>Deliverables</u>: Schedule and conduct a minimum of ten (10) meetings with the CAC; Meeting agendas; Sign-in sheets; Meeting presentations; Meeting notes Task 2.5 - Program Launch and Community Kick-Off Event <u>Deliverables</u>: Draft Site Plan; Final Site Plan; Draft Event Plan; Final Event Plan; Photos; Ride Plans; Ride and event	Month 3 Month 3-Ongoing Month 3- Ongoing Month 3-Ongoing Month 6-9

		flyer(s); Evaluation Summary; Survey Results	
3	Evaluation of Existing Conditions	• <u>Deliverables</u>: Data tables; GIS maps of count locations; Data uploaded into SCAG's regional database • <u>Deliverables</u>: Six (6) Stakeholder Meetings: List of stakeholders; Agendas and meeting mins; Summary of meeting findings.	Month 2-4
4	Final Report	• <u>Deliverables</u>: Draft Report; Final Report	Month 21-24

APPENDIX 1 - Flyers, Website

#MERCEDAVE

HOME

PROJECT BACKGROUND

GET INVOLVED

CONTACT

RESOURCES

Resources



STREET DESIGN



DESIGN MY OWN!



WATER RESOURCES

Merced Ave Community Workshop #3

Saturday, April 13th | 11:00am - 2:00pm



DESIGN OPTION A



DESIGN OPTION B



DESIGN OPTION C

COMMUNITY WORKSHOP #3

JOIN US for a workshop with the community to learn more about the Merced Avenue Greenway Project. The street redesign aims to improve public safety, community health, and capture stormwater! With much community input, on 3/26/2019 the City Council chose DESIGN B for the South portion of Merced and a combination of DESIGN A/C for the North end of Merced Ave. FREE food will be provided to participants.

MEETING LOCATION

MERCED AVE & HAYWARD WAY

COMMUNITY DESIGN CONSIDERATION

The project will not significantly impact parking, and is looking for ways to increase parking, address concerns about speeding and safety. New trees will not block views in or out of driveways. Plant material will be carefully selected to provide year-round plants. Medians will not be added anywhere that interfere with turns.

PROJECT GOALS

1. Improve water quality and slow and capture water to reduce flooding.
2. Lower temperatures on sidewalks and streets by adding shade and cool materials.
3. Enhance safety for people walking and riding bikes and at crossings.
4. Increase livability and ecological health by providing amenities and climate-appropriate plants and trees.



www.MercedAveGreenway.org

rsalas@soelmonte.org

PROYECTO AVENIDA MERCED TALLER #3

Sabado, 13 de abril | 11:00am - 2:00pm



OPCION DE DISEÑO A



OPCION DE DISEÑO B



OPCION DE DISEÑO C

TALLER COMUNITARIO # 3

Acompáñenos para un taller con la comunidad para aprender sobre el Proyecto Greenway Merced Avenue. El rediseño de la calle tiene el objetivo de mejorar la seguridad pública, la salud de la comunidad, y la calidad del agua. Con mucho consejo de la comunidad, el 3/26/2019, el Concejo Municipal eligió el DISEÑO B para la parte sur de Merced y una combinación de DISEÑO A / C para el extremo norte de la Avenida Merced. Comida GRATIS será proporcionada a los participantes.

UBICACIÓN

MERCED AVE & HAYWARD WAY

CONSIDERACIÓN DE DISEÑO COMUNITARIO

El proyecto no tendrá un impacto significativo en el estacionamiento de coches, y está buscando formas de aumentar estacionamiento, abordar las preocupaciones sobre velocidad y seguridad. Los nuevos árboles no bloquearán las vistas dentro o fuera de las entradas. El material vegetal se seleccionará con cuidado para tener plantas durante todo el año. Las medianas no se agregarán en ningún lugar que interfieren con las vueltas.

METAS DEL PROYECTO + BENEFICIOS:

- 1) Mejorar la calidad del agua y despacio y captura agua para reducir inundación.
- 2) Bajar las temperaturas en las aceras y calles con agregando sombra y utilizando materiales frescos.
- 3) Mejorar la seguridad de las personas que caminan y andan en bicicleta.
- 4) Aumentar la habitabilidad y la salud ecológica al dar servicios y plantas y árboles apropiados al clima.



www.MercedAveGreenway.org

rsalas@soelmonte.org

APPENDIX 2 - Photos from Community Engagement Efforts

COMMUNITY WORKSHOPS

WORKSHOP #1



WORKSHOP #2



COMMUNITY EVENTS





Biking Street Study



Walking Street Study

YOUTH OUTREACH



SEMHS Focus Group

DOOR-TO-DOOR CANVASSING



Exhibit A-9

Merced Avenue Greenway Project Benefits | Targets and Metrics

Water Quality -

- AFY Treated: 21.5
- % Pollutant Load Reductions (TSS – 83%; Copper – 57%; Zinc – 51%)

Water Supply -

- AFY Infiltrated: 6.47
- Water Reuse (Purple Pipe Meter): gallons per year

Climate Resiliency -

- Canopy Cover Increase: 71,750 sq ft (long-term target; after trees reach maturity)
- Carbon Sequestration: 525,000 lbs

Public Health -

- Active Transit Connectivity: 1.3 miles of protected bike lanes linking Whittier Narrows
- Increased pedestrian/bike use: compare pre- and post- monitoring
- Urban Heat Island (Reduced Temps): 1-2 degrees F
- Reduced speeds on the street; reduction in pedestrians struck (long-term metric)

Habitat Enhancements -

- Trees Planted: 133
- Native Shrubs and Groundcovers Added: ~20,000 sq ft
- Increase in wildlife activity (bird and insect monitoring)

Disadvantaged Community -

- Benefits ~4140 underserved residents in the surrounding neighborhood

Workforce Development -

- Trained/employed X # of San Gabriel Valley Conservation Corps youth members to plant trees and learn about native plant landscape maintenance.

Leveraged Funding -

- \$7.6M in Federal, State, and private philanthropy funds leveraged outside of SCWP

Exhibit A-10

Merced Avenue Greenway Development Project Tasklist and Timeline

Merced Avenue Greenway Development Project Phase I South Corridor SCHEDULE

MERCED AVENUE GREENWAY - CITY OF SOUTH EL MONTE	2021		2022				2023				2024				2025			
	3rd QT	4th QT	1st QT	2nd QT	3rd QT	4th QT	1st QT	2nd QT	3rd QT	4th QT	1st QT	2nd QT	3rd QT	4th QT	1st QT	2nd QT	3rd QT	4th QT
0.00 Task 0: Project Management																		
0.01 Project Administration and Contract Procurement																		
0.02 Project Management																		
1.00 Task 1: Const. Bid Package																		
1.01 Construction Bid Package Advertise, Review, Award																		
1.02 City Council Approval																		
2.00 Task 2: Community Engagement and Outreach																		
2.01 Project Status Public Engagement and Communication																		
2.02 Climate Resiliency Public Outreach																		
3.00 Task 3: Notice to Proceed and Construction																		
3.01 Construction Management																		
3.02 Construction Support Services																		
3.03 Mobilization																		
3.04 Site Preparation																		
3.05 Pavement																		
3.06 Signals & Signage																		
3.07 Landscape and Irrigation																		
3.08 Water Quality Treatment																		
3.09 Utilities																		
3.10 Other (Traffic Control, Inspection)																		
4.00 Task 4: Monitoring/Landscape Establishment/Training																		
4.01 Monitoring																		
4.02 Landscape Establishment																		
4.03 Training																		
5.00 Task 5: Program Reporting and Close-Out																		
5.01 Program Reporting																		
5.02 Program Close-Out																		

Project Partners/Consultants	2021		2022				2023				2024				2025			
	3rd QT	4th QT	1st QT	2nd QT	3rd QT	4th QT	1st QT	2nd QT	3rd QT	4th QT	1st QT	2nd QT	3rd QT	4th QT	1st QT	2nd QT	3rd QT	4th QT
Council for Watershed Health																		
0.02 Project Management																		
1.01 Finalize Bid Package and Advertise																		
1.01 Review Bids for Construction Services																		
3.00 Construction installation progress and tracking																		
4.01-02 Project WQ + Performance Monitoring & Reporting																		
4.03 Training																		
Active SGV																		
0.02 Project Management																		
2.01 Public Outreach and Communications																		
2.01 Program Report																		
4.03 Training/Stewardship																		
Climate Resolve																		
0.02 Project Management																		
2.02 Resiliency Community Outreach																		
4.01 UHI Measurement																		

* Updated 11/14/2021



October 3, 2023

Rene Salas
 City of South El Monte
 1415 Santa Anita Avenue
 South El Monte, CA 91733

RE: Request to Amend Merced Ave Greenway South Agreement between SEM and CWH

Dear Mr. Salas,

Council for Watershed Health (CWH), a Merced Avenue Greenway Project partner, respectfully requests an amendment to our existing professional services agreement with the City. Our current contract for support services for the Merced Avenue South Greenway implementation project only reflects the portion of scope funded by California Natural Resources Agency (CNRA). An amendment is necessary to incorporate the full-extent of CWH and subconsultant services specifically identified and funded within each of this project's awarded grants as noted in Exhibit A-1 of the CNRA grant agreement. Together forming the basis of the current agreement.

Summary table below reflects the breakdown by funder, increasing the existing contract by \$499,850 for a new not to exceed contract value of \$912,297.

		Current	Amendment		Total
		CNRA	WB	SCWP - Regional	
Task A	Project Management	\$119,624		\$146,743	\$266,367
Task B	Construction Bid Package	\$44,420			\$44,420
Task C	Community Engagement	\$92,595	\$40,242	\$70,011	\$202,848
Task D	Construction Monitoring & Technical Services	\$114,940			\$114,940
Task E	LID/BMP/UHI/WQ reporting/support	\$40,868	\$47,920	\$155,042	\$243,830
Task F	O & M Training			\$39,892	\$39,892
Total		\$412,447	\$88,162	\$411,688	\$912,297

With timing being of the essence, thank you in advance for your attention to forwarding this matter to its executed conclusion. Our staff will be available to discuss any questions or concerns regarding this matter, please contact our Planning Director Jason Casanova (cas@watershedhealth.org) and/or Project Manager Debbie Enos (denos@watershedhealth.org).

Sincerely,



Eileen Alduenda
Executive Director

Attachments:

- SEM - CWH Contract Amendment #1; and, following updated and new exhibits:
 - Exhibit A Updated Scope of Services
 - Exhibit C Updated Schedule of Compensation
 - Exhibit D Updated Schedule of Performance
 - Exhibit E-1 SWRCB grant funding agreement
 - Exhibit E-2 Safe Clean Water Program grant funding agreement

Supporting Background Summary

The 1.1 mile Merced Avenue Greenway project was first funded June 20, 2017 through a grant by the California Coastal Conservancy to develop design documents and conduct community engagement. During the initial design phase, the projected cost to implement the full extent of the greenway was assessed and the project was split into two phases - Phase I South and Phase II North.

Under the Coastal Conservancy Grant, in partnership and under a separate agreement with CWH and its subconsultants, 100% Construction Documents were subsequently completed for Merced South (Phase I) and 30% Design Development documents were completed for Merced North (Phase II).

Council for Watershed Health, as a project partner, applied for and assisted the City in obtaining construction implementation funding for Merced Ave Greenway South. The CNRA grant formed the basis for the initial support services agreement entered into between the City and CWH on October 12, 2021. Since then, the City entered into the remaining funder agreements Exhibit E1 - SWRCB and Exhibit E2 - LACFCD's Safe Clean Water Program Measure W under which CWH is a budgeted partner to provide project support services and are the basis for this amendment #1.

In June 2023, CWH in its partner capacity was instrumental in obtaining an additional \$2.079 Million in gap funding for the City's grant with the Water Boards to allow construction for Phase I Merced Avenue South to break ground this fall 2023. Total funding secured with CWH as a project partner from all grant sources for Phase I - Merced Ave South Implementation is \$11.9 Million.



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: March 26, 2024

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 FEBRUARY 27, 2024

SUMMARY: Staff is requesting approval of the Minutes of the February 27, 2024, Successor Agency Meetings.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of February 27, 2024.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT SA Minutes 2-27-24

CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
Tuesday, November 28, 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 7:48 p.m.

16. CALL TO ORDER AND ROLL CALL

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

ABSENT: Board Member(s): None.

STAFF PRESENT: Rene Salas, Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary, and Sabrina Muhne 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 Bojorquez, seconded by Board Member Angel to approve the agenda. Motion carried 5-0, by the following vote:

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

NAYS: Board Member(s): None.

18. PUBLIC COMMENTS – None.

19. CONSENT CALENDAR

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

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

NAYS: Board Member(s): None.

19.a. Approved the Regular Successor Agency Meeting Minutes of November 28, 2023.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 7:51 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair

ASAP