

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

April 23, 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 Richard Angel

3. INVOCATION

William Gil, Knights of Columbus

4. PRESENTATIONS

4.a. Proclamation Proclaiming "May 5 through May 11, 2024, as Professional Municipal Clerks Week"

4.b. Presentation by Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce on the Past Year Activities

4.c. Sheriff's Department Report for the Month of March 2024

4.d. Code Enforcement and Public Safety Department Report for the Month of March 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.

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 9, 2024

Staff is requesting approval of Minutes for the April 9, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the April 9, 2024, Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-149, APPROVING WARRANTS FOR THE PERIOD OF APRIL 10, 2024, THROUGH APRIL 23, 2024

Authorizing payment of City expenditures for the period of April 10, 2024, through April 23, 2024, totaling \$2,158,963.45.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-149, authorizing payment of City expenditures.

7.c. ADOPTION OF ORDINANCE NO. 1271, ADOPTING ZONE CODE AMENDMENT NO. 24-01 TO IMPLEMENT A COMPREHENSIVE ZONING CODE UPDATE

A Zone Code Amendment to repeal and replace Title 17 - Zoning with updated, and streamlined comprehensive Zone Code Update (Title 17 - Zoning).

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1271, adopting zone code amendment no. 24-01 to implement a comprehensive zoning code update.

ENVIRONMENTAL ANALYSIS: 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 ZCA. Based on the information contained in the initial study, staff determined that there was no substantial evidence that the project will have a significant effect on the environment. Accordingly, the City prepared Negative Declaration in accordance with Article 6 §15070 of the State CEQA Guidelines. Notice of Intent to adopt the Negative Declaration was prepared in accordance with Article 6 §15072. The NOI was circulated for public review and state review for the period of January 22, 2024 – February 21, 2024.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION 24-150, AUTHORIZING THE PURCHASE OF TWO (2) TRANSPORTATION VEHICLES FROM AZ BUS SALES INC.

The City of South El Monte was awarded a grant from the Federal Transit Administrative (“FTA”) Section 5310 Program – Enhanced Mobility of Seniors and Individuals with Disabilities Program. The FTA Section 5310 program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. Funds were allocated in the FTA grant to purchase two (2) aging transportation vehicles.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-150, approving the purchase of two (2) Nor Cal Ford 2024 Van-Driver Class Z-1-E Transit 350 vehicles from AZ Bus Sales; and
2. Authorize City Manager to negotiate and execute all requisite documents for the purchase.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-151, AWARDING A CONTRACT SERVICES AGREEMENT TO WGJ ENTERPRISES, INC. dba PCI FOR CITYWIDE STRIPING MAINTENANCE SERVICES

Staff seeks City Council approval to award a Contract Services Agreement to WGJ Enterprises, Inc. dba PCI for Citywide Striping Maintenance Services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-151, awarding a Contract Services Agreement to WGJ Enterprises, Inc. dba PCI for Citywide Striping Maintenance Services; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

7.f. 2023 HOUSING ELEMENT ANNUAL PROGRESS REPORT

The 2023 Housing Element Annual Progress Report summarize the City’s progress with regard to the implementation of the goals, policies, and programs of the City’s General Plan. It also summarizes the activities of the Community Development Department from January 1, 2023, through December 31, 2023. This report was submitted on April 1, 2024 per state mandate and was approved by the State Department of Housing and Community Development (HCD). Staff recommends that the City Council receive and file the 2023 Annual Progress Report.

RECOMMENDED ACTION: Staff recommends City Council receive and file the Housing Element Annual Progress Report for Calendar Year 2023.

CONSENT CALENDAR (CONTINUED)

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-152, APPROVING AN AMENDED AND RESTATED AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES

On January 12, 2021, the City and John L. Hunter entered into a Contract Services Agreement for environmental services and the management of the MS4 NPDES regulatory permit. On December 14, 2021, City Council approved Amendment No. 1 to the Contract Services Agreement with John L. Hunter and Associates to add more services to the scope of work and increase the maximum compensation. To ensure continuity of the services, staff recommends adopting a resolution approving the Amended and Restated Agreement with John L. Hunter and Associates, Inc. for Environmental Services for a three-year term.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-152, approving the Amended and Restated Agreement with John L. Hunter for Environmental Services in the amount of \$459,160; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

7.h. CONSIDERATION AND APPROVAL OF RESOLUTION NOS 24-153 THROUGH 24-158, CREATING NEW CLASSIFICATIONS AND UPDATING CERTAIN CLASSIFICATIONS AND JOB DESCRIPTIONS

Staff is requesting Council approve resolutions creating new classifications and updating certain classifications and job descriptions.

RECOMMENDED ACTION: Staff recommends City Council adopt the following:

Resolution Nos. 24-153 through 24-158 adding and/or revising the positions of Administrative Assistant I – Community Services; Community Services Analyst; Maintenance Worker II (Specialist); Lead Maintenance Worker III; Community Development Executive Assistant; and Planning Assistant. The job title of Receptionist would be changed to Administrative Assistant I – Community Services. The job title of Lead Maintenance Worker – Building & Landscape would be changed to Maintenance Worker II (Specialist). The job title of Lead Maintenance Worker would be changed to Lead Maintenance Worker III. The job title of Executive Assistant would be changed to Community Development Executive Assistant. There are also updates and revisions to the class specifications for Maintenance Worker II (Specialist); Lead Maintenance Worker III; Community Development Executive Assistant; and Planning Assistant. Further, there are updates to the compensation for Maintenance Worker II (Specialist); Lead Maintenance Worker III; Community Development Executive Assistant; and Planning Assistant.

CONSENT CALENDAR (CONTINUED)

7.i. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-159, AWARDING A CONTRACT SERVICES AGREEMENT (CSA) TO KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT)

Staff seeks City Council approval to award a contract services agreement to Kimley-Horn and Associates, Inc. for design services for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project).

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-159, awarding a CSA to Kimley-Horn and Associates, Inc. for Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections Project in the amount of \$67,571.88; and
2. Authorize City Manager or designee to negotiate and execute the agreement.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS - None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE

11.a. CONSIDERATION OF SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) REQUEST THAT THE CITY SEND A LETTER OF SUPPORT FOR THE ADOPTION OF ASSEMBLY BILL 2485 SUPPORTING TRANSPARENCY IN THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT THE REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) DETERMINATIONS

Assembly Bill (AB) 2485 seeks to enhance transparency in the Department of Housing and Community Development's (HCD) regional housing needs calculation process by creating an advisory panel and requiring the publication of methodologies used on HCD's website.

RECOMMENDED ACTION: Staff recommends City Council direct the City Manager to execute and send a letter of support of AB 2485 supporting transparency in HCD's The Regional Housing Needs Assessment (RHNA) determinations.

CORRESPONDENCE (CONTINUED)

11.b. LETTER FROM EPIPHANY CATHOLIC SCHOOL REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER DINING ROOM TO HOST A MOMMY AND ME SPRING TEA PARTY EVENT

The Epiphany Catholic School (Epiphany) is requesting a facility fee waiver for the use of the Senior Center dining room on Sunday, April 28, 2024, from 8:00 a.m. to 7:00 p.m. to host a Mommy and Me Spring Tea Party. In addition, Epiphany is requesting the City Council to waive all the associated fees incurred for the reservation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility fee waiver request by Epiphany in the amount of \$1,150.00; and
2. Discuss and consider waiving all associated rental fees for the reservation in the amount of \$1,250.00

11.c. LETTER FROM EL MONTE/SOUTH EL MONTE JETS REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER, SENIOR CENTER, MARY VAN DYKE PARK COMMUNITY ROOM, NEW TEMPLE PARK FIELDS, AND SHIVELY PARK FIELD AND CONSIDERATION TO WAIVE THE LIGHT FEES AT NEW TEMPLE AND SHIVLEY PARK

The El Monte/South El Monte Jets (Jets) are requesting a facility fee waiver for the use of the Community Center, Senior Center, Mary Van Dyke Park Community Room and New Temple Park fields, and Shively Park field to host practices, games, sports physicals, and season banquets. Additionally, the Jets are requesting the City Council to consider waiving the reservation light fees at Shively and New Temple Park.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility reservation fee waiver for the use of the Community Center, Senior Center, Mary Van Dyke Park Community Room, New Temple Park fields and Shively Park field in the amount of \$24,400.00; and
2. Discuss the request to waive the reservation light fees in the amount of \$12,660.00.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. South El Monte High School Basketball Team Requesting the use of the Senior Center to Host their Banquet On May 18, 2024.

RECOMMENDATION: Discussion and/or action.

2. Consideration of Allowing the California Border Patrol Homeland Security Softball Team the use Shively Park for Practice any day of the week after 6:00 p.m. (preferably Thursdays) until the end of June in preparation for the Police and Fire Games 2024.

RECOMMENDATION: Discussion and/or action.

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) - One Case

13.b. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association

13.c. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Executive Management Team Association

13.d. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d)(2)

City of Lancaster vs. County of Los Angeles

LA Superior Court, Case No. 24STCV08440

(Class Action Lawsuit Involving LA County Cities)

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 MARCH 26, 2024

Staff is requesting approval of the Minutes of the March 26, 2024, Successor Agency Meetings.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of March 26, 2024.

19.b. next page.

CONSENT CALENDAR (CONTINUED)

19.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. SA 24-03, APPROVING SUBORDINATION AGREEMENT FOR REFINANCING OF SOUTH EL MONTE SENIOR VILLAS (LOCATED AT 1515 PECK ROAD) BY SEL HOMES, LLC WHICH IS SUBJECT TO DEED OF TRUST IN FAVOR OF SUCCESSOR AGENCY

Staff is requesting that the Successor Agency Board consider approving the execution of a subordination agreement.

RECOMMENDED ACTION: Staff recommends the Successor Agency Board:

1. Adopt Resolution No. SA 24-03, approving the execution of a subordination agreement whereby the Successor Agency subordinates its deed of trust which secures the obligations of SEL Homes, LLC, a California limited liability (“**Owner**”) in favor of the Successor Agency to a new loan to Owner in the amount of \$4,800,000 from Citizens Business Bank; and
2. Authorizing the Executive Director or designee to negotiate and execute agreement.

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Adjournment in Memory of Mr. Rudy Lopez, longtime resident, Vice Chair on the Patriotic Commission, President of the Senior Center 3L Club and the Manager of the City's Senior Softball Legends team to a regular meeting on Tuesday, May 14, 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 18th day of April.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: April 23, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Proclamation Proclaiming "May 5 through May 11, 2024, as Professional Municipal Clerks Week"

SUMMARY:

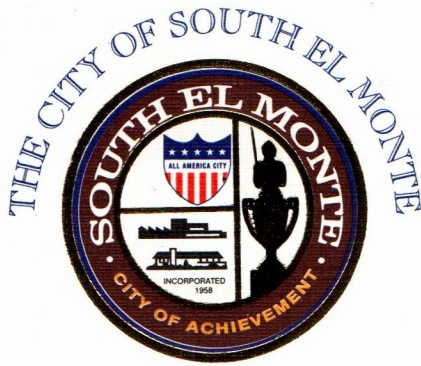
RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Proclamation - Professional Municipal Clerks Week



PROCLAMATION

55TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK MAY 5 – MAY 11, 2024

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants and it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community, and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, that I, Gloria Olmos, Mayor of South El Monte and on behalf of the City Council, by virtue of the authority vested in me by the Constitution and laws of South El Monte and State of California do hereby recognize the week of May 5 through May 11, 2024, as Municipal Clerks Week, and further extend appreciation to our Certified Municipal Clerk, Donna G. Schwartz, and to our Deputy City Clerk, Sabrina Muhne, for the vital services they perform and their exemplary dedication to the community they represent.

IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of South El Monte to be affixed this 23rd day of April 2024.


Mayor Gloria Olmos


Mayor Pro Tem Rudy Bojorquez


Councilmember
Manuel Acosta


Councilmember
Richard Angel


Councilwoman
Hector Delgado



City Council Agenda Report

Agenda Item No. 4.b.

DATE: April 23, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation by Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce on the Past Year Activities

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. EMSEM Chamber - City of South El Monte - Q1 2024 Presentation



SOUTH EL MONTE CA
CITY OF ACHIEVEMENT

El Monte/South El Monte Chamber of Commerce



Q1 - 2024 Updates

“Your Independent Business and Community Advocate”

Membership Statistics

Investing in the Chamber gives your business credibility, visibility, and marketability.

Total membership is 350 members.

- 6 New Members, 40 Renewals
- 87 members are South El Monte businesses.
- 163 members are surrounding cities.
- 3 out of state members
- 51 members are import/export companies.

Business Assistance

- For 102 year, the South El Monte-El Monte Chamber of Commerce has been supporting large and small businesses and non-profits in the City of South El Monte.
- We advocate for and support economic development and community engagement between local officials, businesses, and the community of South El Monte.
- Assist in developing programs and services that focus on the needs of local businesses to encourage innovation and growth of small and large businesses.
- The goal of the Chamber of Commerce is providing education, advocacy and business development for business members and community involvement.
- Sign and Stamp Certificate of Origin (Chamber Members)

Partner Agencies

- California Chamber of Commerce (CCOC)
- International Council of Shopping Centers (ICSC)
- San Gabriel Valley Economic Partnership (SGVEP)
- San Gabriel Valley Legislative Coalition of Chambers(SGVLCC)
- Valley Association of Chamber Executives (VACE)
- BIZ Fed
- International Chamber of Commerce (ICC)
- Los Angeles County Sheriff Department (LACSD)

Encourage Women Business and Entrepreneurship

1. Building Wealth Through Real Estate with Janet Paredes
Instagram:
@janetthemortgage_genie11
2. HomeBuying Seminar with Jennifer Collaso
CU SoCal
jcollaso@cusocal.org



100 YEARS
1922-2022
El Monte
Your Investment Advisor for Business

BUSINESS BUILDING

— Brunch —

Thursday
March 7, 2024 @12:00pm

El Monte/South El Monte
Chamber of Commerce Office
1903 Durfee Ave, Suite 4
South El Monte, CA 91733

TOPIC Women Investors Building Wealth Through Real Estate

SPEAKER: JANET PAREDES
Small Entrepreneur, Mortgage Broker, General Contractor,
Life Health Agent, Financial Planner, Real Estate Agent,
Co-founder to Luma Design & Design and published contributing Author.

LUNA
Luma + Luna
www.janetparedes.com

NON HOSTED BUSINESS BRUNCH



HOME BUYING SEMINAR SCHEDULE

I WILL BE HOSTING A SERIES OF HOME BUYING SEMINARS IN JANUARY AND FEBRUARY. I INVITE YOU TO ATTEND ONE OF THEM.

January 20, at 11 a.m. at 140 S. Glendora Ave. Glendora, CA
January 27, at 10:30 a.m. at 215 East C St. Ontario, CA
February 5, at 12 p.m. at 5224 Tyler Ave. El Monte, CA

FOLLOW ME ON INSTAGRAM FOR UP-TO-DATE NEWS AND INFO: @HOMELOANSBYJENN

CU SoCal
Member Since 1994
Equal Housing Lender
Member Since 1994
Equal Housing Lender

Jennifer Collaso
Mortgage Loan Originator
NMLS #100000000
902.255.2285
jcollaso@cusocal.org
cusocal.org/jennifer-collaso

Temple Sheriff - Business Safety

*Business Safety
Tips
Luncheon*

February
22nd, 2024
11:00 AM - 01:30 PM

**CRIME
PREVENTION**

PRESENTED BY LASD
Temple Sheriff's Station
Temple Detective Bureau
Fraud/Cyber Crimes Bureau
Major Crimes Bureau

RUSTIC CHIC & RENTALS
1703 FLORADALE AVE
SOUTH EL MONTE

CHRIS KNIGHT
CHRISKNIGHT111@YAHOO.COM
626-674-7480
*TABLE SPONSORSHIP AVAILABLE

**MEMBERS
\$20
non-
MEMBERS
\$30**

JOIN US FOR AN INFORMATIVE AND ENGAGING
IN-PERSON EVENT WHERE LASD DETECTIVES
WILL SHARE VALUABLE SAFETY TIPS. DON'T
MISS THE OPPORTUNITY TO LEARN FROM THE
EXPERTS ON HOW TO KEEP YOUR BUSINESS
SAFE.

   **100
YEARS**
1925-2025



- Foster business-to-law enforcement relationship
 - Business leaders met with Temple Sheriffs to share their concerns and to learn more about law enforcement efforts
- Business Safety Education
 - Cyber-Crime
 - Phishing
 - Letter of Agency
 - ADA Awareness
- Hosted at local business Rustic & Chic

Worked Closely with Local Area Chambers to Build Relationship

Multi Chamber events that help our local community and businesses grow and build relationships with other local businesses in other cities.

Building a long term business community that create bigger events that benefit all cities and chambers like ours.



JOIN US

323 CHAMBER INTERCHANGE

WEDNESDAY
January 17, 2024
8:00AM - 9:30AM

COFFEE • CONTINENTAL BREAKFAST • NETWORKING
DOUBLETREE BY HILTON
888 Montebello Blvd • Rosemead, CA 91770

MEMBERS FREE Non-Members \$25



MEGAMIX EXPO.com

SAN GABRIEL VALLEY

THURSDAY - JANUARY 11 - 2024
5PM - 8:30PM

RSVP

Sponsorship & Exhibitor Opportunities Available



Multi-Chamber

ARCADIA Chamber

EDISON

3.28.24
5pm - 7pm

Southern California Edison
Irwindale Campus
6090 N. Irwindale Ave.
\$10 per person

Bring your business cards
and come ready to network!

Food provided by: Wine provided by:

Secure your spot at web.arcadiacchamber.org/events
626-447-2159 • www.ArcadiaCaChamber.org



V.A.C.E.
SAN GABRIEL VALLEY ASSOCIATION
OF CHAMBERS OF COMMERCE

LUNCH AND
LEARN WEBINARS

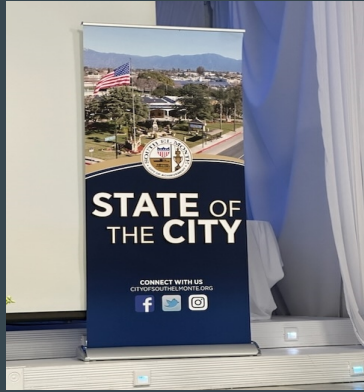
Renewal and Resilience:
Navigating the Future of Business in 2024

Monthly Meetings: Third Thursdays of the Month at 12:00 p.m.

Click HERE to RSVP!

WEBINARS ARE FREE AND OPEN TO EVERYONE

South El Monte - State of the City



Sponsorships: (8) Platinum, (2) Gold & (3) Silver, with several individual tickets sold, with (219) in attendance.

Monies raised from event will be contributed back to South El Monte Students.

Committee received several positive compliments, congratulating job well done.

HUGE SUCCESS!!!



Business Support



New Video Program

E-Mail All Businesses
Discounts and upcoming
events

Social Media Postings

Monthly Digital Newsletter



Mural & Car Wrap Ribbon Cutting South El Monte High School



El Monte Union Drives Clean Mobility Awareness with Vibrant Mural and Car Wrap Ribbon-Cutting Ceremony



South El Monte High School's Environment To Climate (ETC) Action Club members look at the District's newly designed EV car wraps during a Mural and Car Wrap ribbon-cutting celebration on February 23.

BBB IMS Tour - Develop and Maintain Relationship



- Help foster a relationship with IMS and City of South El Monte Mayor and Council Member
- Learned what is driving IMS core business and what new developments are happening at IMS
- Develop and maintain open dialogue with upper management at IMS including how the Mayor assisted IMS during COVID
- Tour there manufacturing facility to gain a better understanding of the operations

If The Chamber Didn't, Who Would?

Legislative Involvement

Speak up for business with government leaders regarding proposed and existing laws and regulations that have an impact on business?

Respond to requests for Demographics, questions about our businesses & community, either in person, by mail/e-mail or by phone.

Coordinate the talents of the local business community by tracking basic issues?

Stand ready to pursue any matter which can make our area a better place to live.

Chairing Chamber of Commerce, For the San Gabriel Valley Legislative Coalition of Chambers

Chamber Activities

September 2023 - December 2023

September:

Business Building Brunch
WINGS Mtg. Senator Rubio
VACE
Rio Hondo College Anniversary
Monthly Learn & Lunch
Chamber Mixer
Member Mtg.
Ribbon Cutting
Job Fair
SGV Coalition of Chambers

October:

Business Building Brunch
Ribbon Cutting
South El Monte Meeting – State of City
Spiritt Family Service Mtg.
Multi-Chamber Mixer
HR Resource Conference
SEM Harvest Festival/POA Trunk or Treat
Pomona Multi-Chamber Mixer
Member Visit - Rustic Chic

November:

Business Building Brunch
VACE
Monthly Learn & Lunch
SBDC mtg.
Mtg w/ American Job Center
South El Monte Planning Commission
ADA Compliance Webinar
Member Mtg.
Valle Lindo Anniversary
Mtg w/ Hacienda/La Puente Adult Ed
Sheriff's Lunch Mtg.
South El Monte Tree Lighting

December:

Holiday House-Chamber Fundraiser
Merry Mingle
Arrange Toy pick – up & drop- off
South El Monte Council Mtg.
Multi Chamber Mixer Doubletree
IKEA Multi- Chamber Mixer
Monthly Lunch & Learn
10th Anniversary SBDC Breakfast
New Member Mtg.

Chamber Activities

January 2024 – February 2024

January:

Business Building Brunch
VACE
Monthly Learn & Lunch
SBDC mtg.
Mtg w/ Lisa Tong El Monte / Rosemead Adult School
Senator Rubio Fundraiser
South El Monte PowerPoint Presentation
Member Mtg.
Multi Chamber Mixer DoubleTree Hotel Rosemead
(2) Golf Committee Mtg
Sheriff's Lunch Mtg. Planning Mtg
(2) State of City Committee Mtg
(3) Finance Mtg w/ Massi and Teresa
Community Lunch & Learn Event
COO Stamps

February:

VACE
Monthly Learn & Lunch
New Member Visit Elwin
Member Mtg.
Mega-Mixer Meeting
Citizen Bank-set-up State of City Account
South El Monte Lunar Year
Sheriff's Lunch Mtg. Planning Mtg
(2) State of City Committee Mtg
(4) Finance Mtg w/ Massi and Teresa
Met w/ Town & County Chamber Directory
MegaMixer Expo Event
COO Stamps
Met w/ Member 21 Grocerie
SGV Coalition of Chambers
Sheriff Luncheon
Ribbon Cutting South El Monte Mural
EIDL Loan Webinar
Letter of Support Southern California Edison

Chamber Activities

March 2024- April 2024

March:

VACE Zoom Mtg
Business Building Brunch
Call companies for State of the City
Monthly Learn & Lunch
Member Mtg.
Mega-Mixer Meeting
Citizen Bank-set-up State of City Account
(2) State of City Committee Mtg
State of City Debrief
(1) Finance Mtg w/ Massi and Teresa
Met w/ Town & County Chamber Directory
COO Stamps
SGV Coalition of Chambers
Regional Board Summit Zoom
South El Monte State of the City
(2) Mtg w/ Lisa White Town Square Publications
Legislative mtg Zoom
Attended Credit Union of Southern California 70th Anniversary
Multi-Chamber Mixer Edison
Met w/ Paul Thomas SGVE Partnership
Meet, Eat & Greet

April:

VACE Meeting w/CEO's
COO's IMS Tour
Community Lunch & Learn
VACE Lunch & Learn Business Mtg. Zoom
South El Monte Night Market
Met w/ Amy SGVE Partnership (Summer Intern)
Call Pers Zoom Mtg
Met w/ New Member Rooter Computer
Met w/ Mike Mahoney Town Square Publication
San Gabriel Valley Legislative Mtg. Zoom
Met w/ New Member Steven Esquivel
VACE Lunch Mtg.
EMTA/CTA Mtg Zoom
South El Monte Council Mtg.
Rustic Chic Tasting
Meet, Eat & Greet

Visitor Business Resource and City Map

New 2024 El Monte South El Monte Business Resource and City Map is currently in development.

- Need assistance in reaching businesses to participate in the guide
- Availability to promote at the next Night Market



Events to Come

April

18: VACE Lunch & Learn
Webinar

23: Meet, Greet, & Network

May

2: National Day of Prayer

2: South El Monte Night Market

7: IKEA Multi-Chamber Mixer

9: Principal for a Day

16: VACE Lunch & Learn Webinar

Multi- Chamber Mixer

28: Meet, Greet, & Network

June

6: Business Building Brunch -
Labor Laws Updates

20: VACE Lunch & Learn
Webinar

25: Meet, Greet, & Network

30: South El Monte Fireworks

Questions & Answers



Chamber Information & Contact

Chris Knight, Interim Chief Executive Officer:

Chris@emsemcc.biz

El Monte/South El Monte Chamber of Commerce:

WWW.EMSEMCC.BIZ

(626) 443-0180



City Council Agenda Report

Agenda Item No. 4.c.

DATE: April 23, 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 March 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. SoElMo_mar24

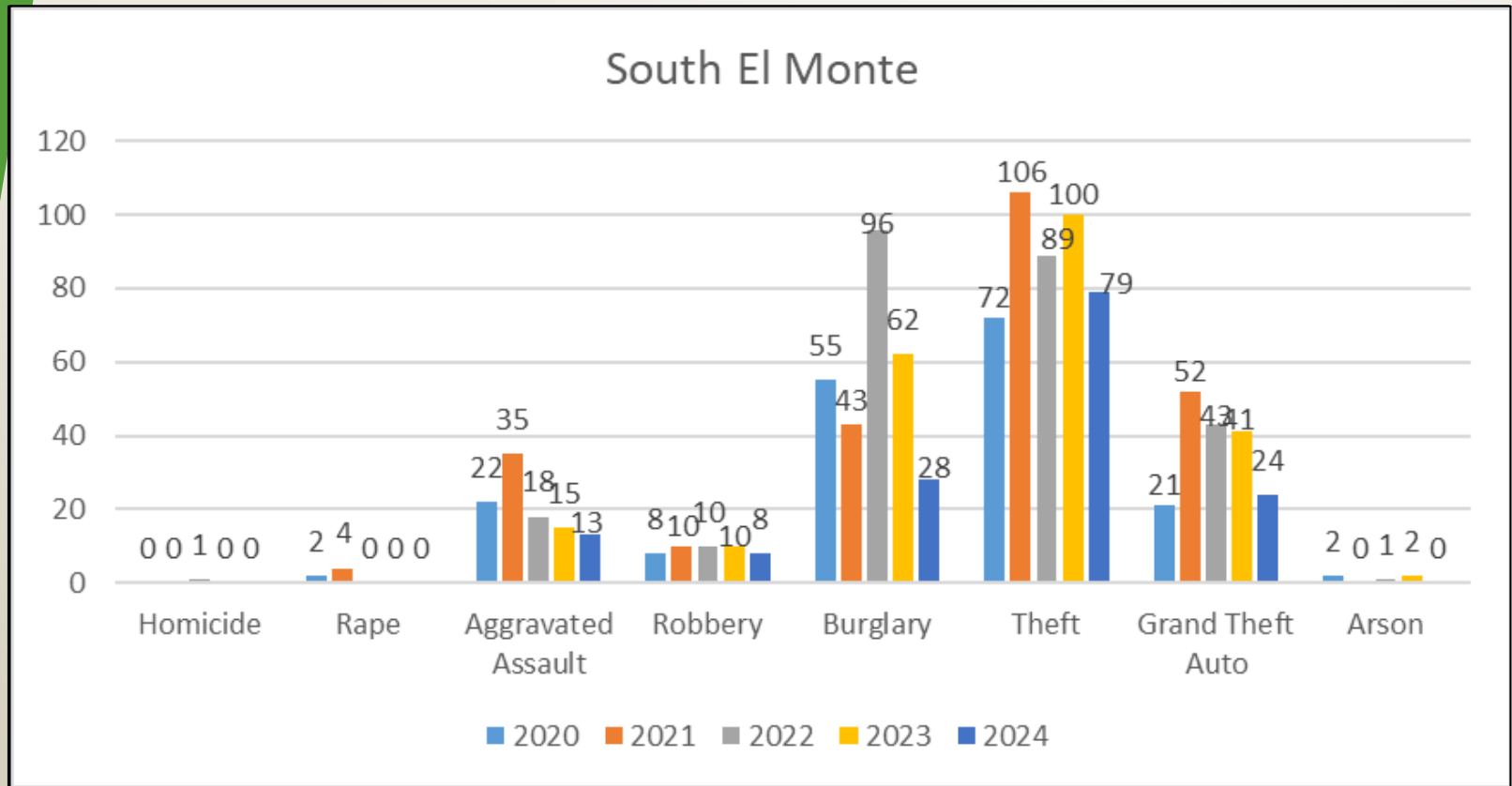
South El Monte March 2024

Crime Statistics



South El Monte

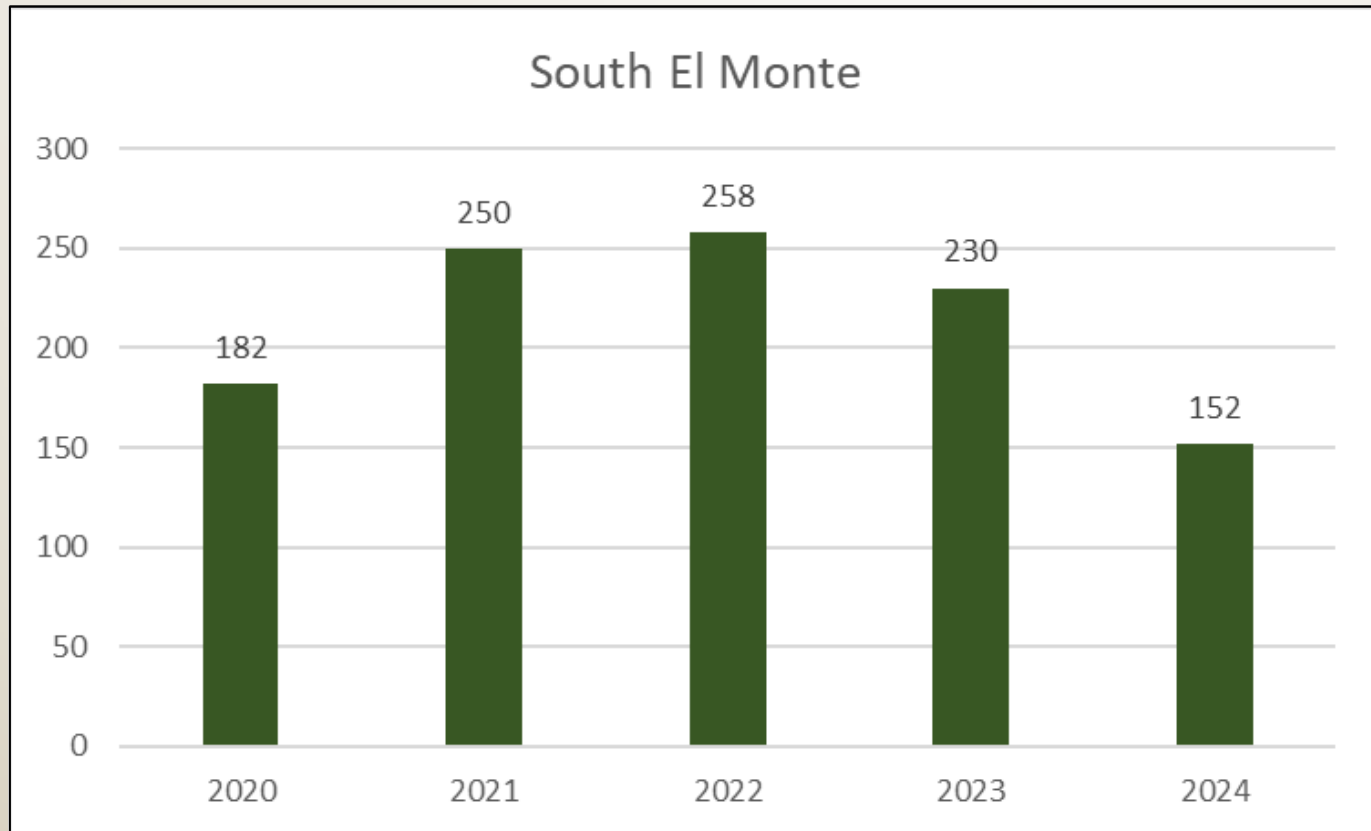
Part I Crime Statistics – March 2020-2024



South El Monte	1 yr % change	4 yr % change
Homicide	NC	NC
Rape	NC	-100%
Aggravated Assault	-13%	-41%
Robbery	-20%	0%
Burglary	-55%	-49%
Theft	-21%	10%
Grand Theft Auto	-41%	14%
Arson	-100%	-100%
Total	-34%	-16%

South El Monte

Part I Crime Statistics – March 2020-2024



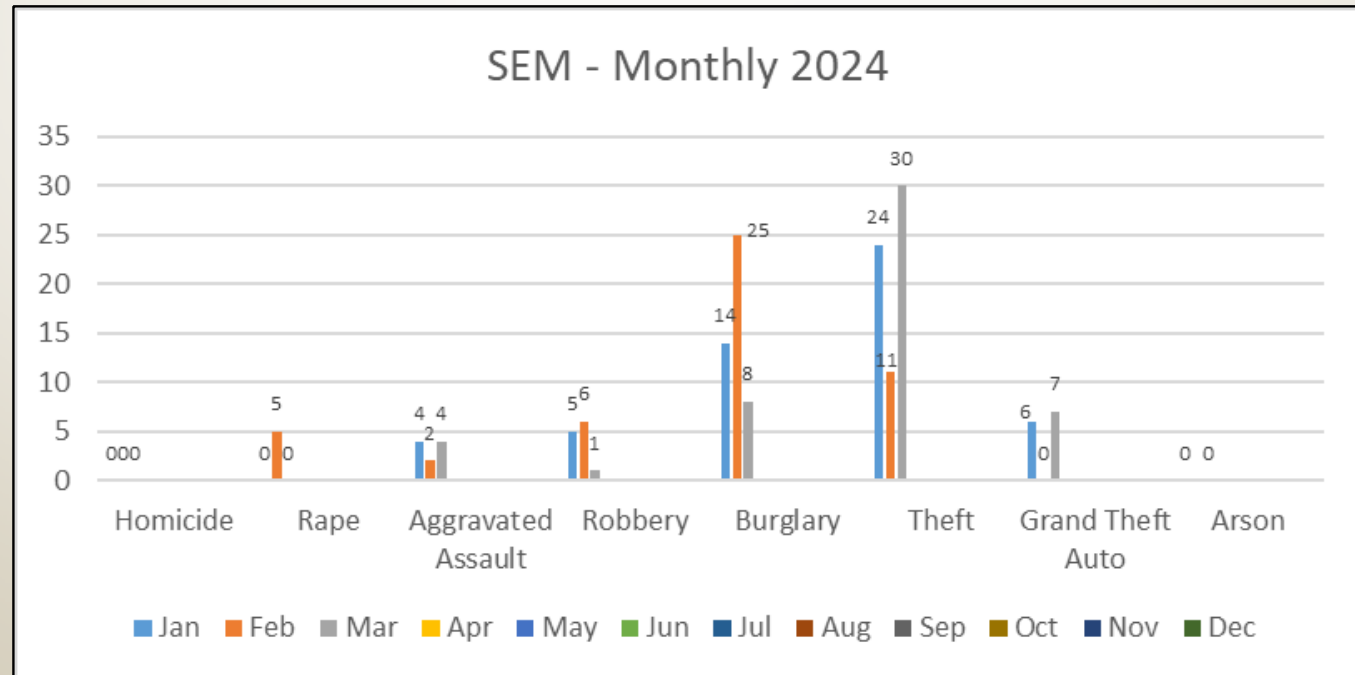
South El Monte

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										0
Rape	0	0	0										0
Aggravated Assault	4	5	4										13
Robbery	5	2	1										8
Burglary	14	6	8										28
Theft	24	25	30										79
Grand Theft Auto	6	11	7										24
Arson	0	0	0										0
Total	53	49	50	0	0	0	0	0	0	0	0	0	152

South El Monte	
Res Burg	5
Other Burg	23
Petty Theft	20
Grand Theft	34
Theft from Vehicle	25

Arrests	
2024	244
2023	259





City Council Agenda Report

Agenda Item No. 4.d.

DATE: April 23, 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 March 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement_Public Safety Report - March 2024 Recap

City of South El Monte

Public Safety Report



March 2024 Recap

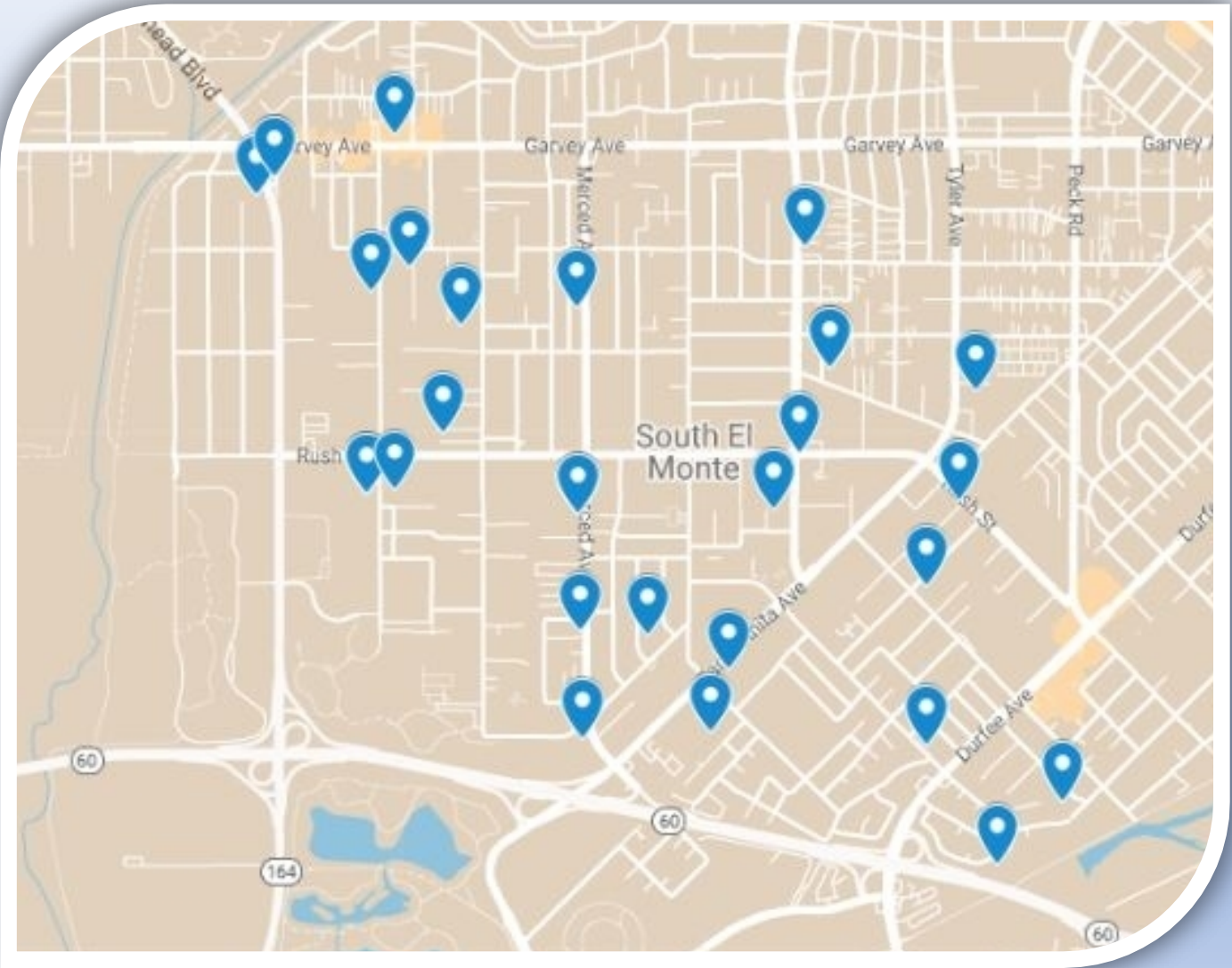
Joe Martinez

**Code Enforcement / Public Safety
Supervisor**

Code Enforcement Cases

March - 125

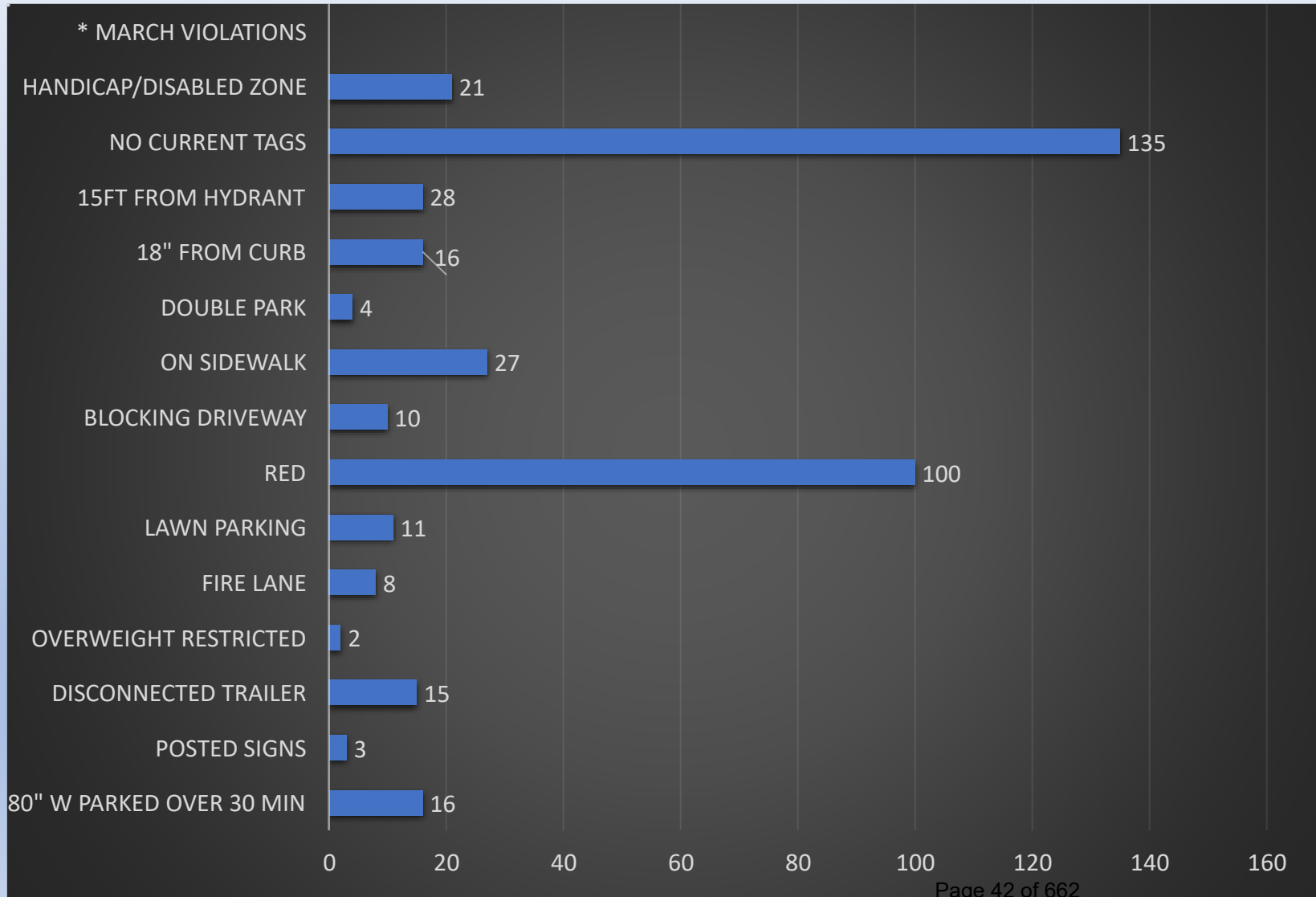
Building Code.....	10
Health & Safety.....	3
Parking Citations.....	1
Cannabis.....	4
Homeless	12
Property Maintenance.....	59
Streets/Public Places.....	4
Illegal Dumping/Bulk	10
Vehicle/Traffic.....	7
Business.....	10
Zoning.....	3
Street Vendors.....	2



Parking Citations

March – 647

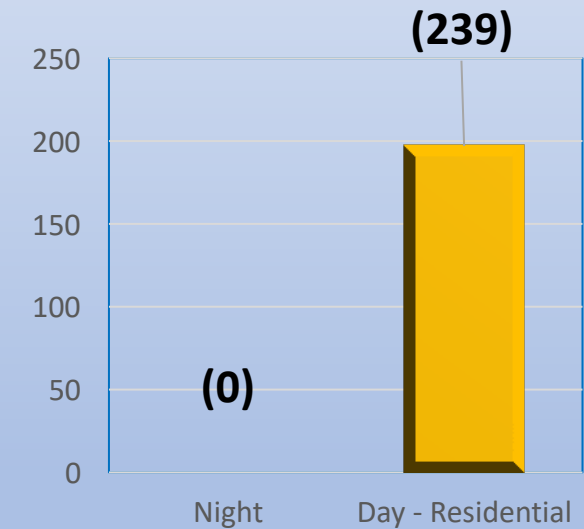
* Number of Citations issued differs from number of violations listed



STREET SWEEPING – 239

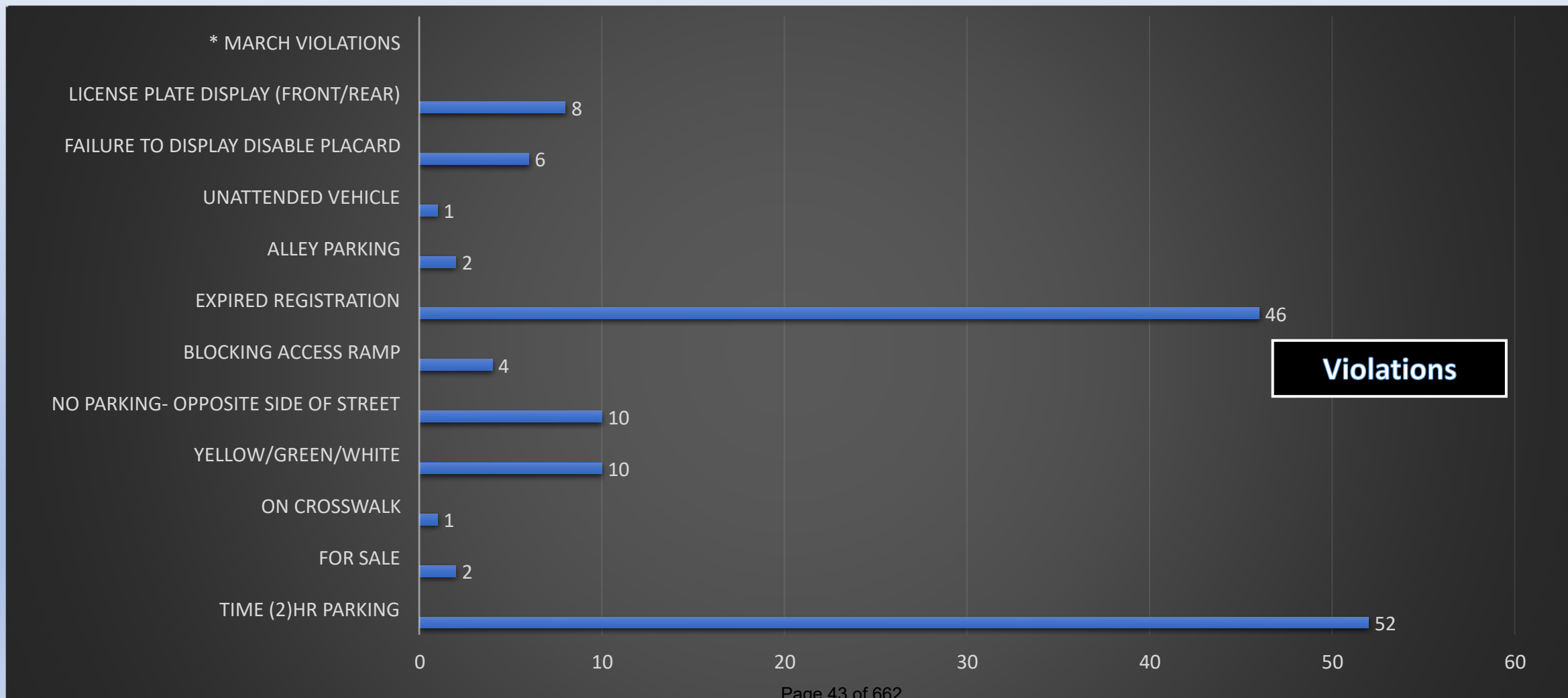
■ Night

■ Day -
Residential



Parking Citations

March Continued -





City Council Agenda Report

Agenda Item No. 7.a.

DATE: April 23, 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 APRIL 9, 2024

SUMMARY: Staff is requesting approval of Minutes for the April 9, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the April 9, 2024, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Mtg Minutes 4-9-24

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, April 9, 2024 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

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

ABSENT: Councilmember(s): None

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; Iyob Tessema, Director of Human Resources & Risk Management, and Sabrina Muhne, Deputy City Clerk.

STAFF ABSENT: Masami Higa, Director of Finance and 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 – Mayor Olmos, led the Pledge of Allegiance.

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

4. PRESENTATIONS

4.a. Mayor and City Council presented a proclamation to Kim Sinclair, Executive Director (Via Zoom), Autism Society of Los Angeles, Proclaiming the Month of April as “Autism Acceptance Month”

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

City Attorney Anthony Taylor announced agenda item 7.f. under Consent Calendar had updates to staff report and class specification and Public Hearing Item 8.a. had an update to the staff report to recommendation to clarify the environmental analysis referred to in the negative declaration attached to the staff report and read title of Ordinance No. 1271 which is part of 8.a.

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

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

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Jacqueline Rubio, resident, voiced concern regarding a formal complaint of an incident that occurred on March 27th at New Temple Park during Little League hours, the complaint is some parents seeking assistance with local authority and or code enforcement to protect and patrol during activities after school hours in the evening so families can enjoy outdoor activities. She requested Council's support to have extra patrolling during extracurricular activities.
2. Eduardo Saucedo commented on the following: Autism; Jonathan Foundation; charity event for Arnold Barboza, Boxer; El Monte/South El Monte Hospitals; Emanate Health; construction, and Kaiser.
3. Sil Ruiz, LA County Librarian, announced this Saturday Friends of the Library is having a book sale from 10 a.m. to 1 p.m. and at 10:30 a.m. will be having a book club for little ones 2 to 5 years of age reading "Mouse's First Spring" and will be painting and hoping to display their artwork in May at the Night Market and invited the community to attend and buy books.

7. CONSENT CALENDAR

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Angel to approve the agenda as amended. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

- 7.a. Approved the Minutes for the March 26, 2024, Regular City Council Meeting.
- 7.b. Adopted Resolution No. 24-142, authorizing payment of City expenditures for the period of March 27, 2024, through April 9, 2024, totaling \$1,163,126.04.

CONSENT CALENDAR (CONTINUED)

- 7.c. Accepted that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required, adopted Resolution No. 24-143, awarding an agreement to Base Hill, Inc. for Janitorial Maintenance Services in the amount of \$450,000, and authorized the City Manager or designee to negotiate and execute the agreement.
- 7.d. Accepted that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required, adopted Resolution No. 24-144, awarding an agreement to Care for the Children Painting for Curb Address Number Painting Services in the amount of \$88,132, and authorized the City Manager or designee to negotiate and execute the agreement.
- 7.e. Authorized staff to advertise Notice Inviting Bids (NIB) for the Community Center and Mini Center Parking Lot Improvements.
- 7.f. Adopted Resolutions No. 24-145, 24-146, 24-147, and 24-148 adding the positions of Human Resources Analyst, Human Resources Administrative Assistant, Fleet Mechanic, Public Works Administrative Assistant and Senior Executive Assistant/Community Liaison; changing job title of HR/Risk Manager to Director of Human Resources & Risk Management, Personnel Analyst to Human Resources Analyst, Administrative Clerk Public Works to Public Works Administrative Assistant, Senior Executive Assistant to Senior Executive Assistant/Community Liaison; as well as updating/revising the class specification of Fleet Mechanic.

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1271, ADOPTING ZONE CODE AMENDMENT NO. 24-01 TO IMPLEMENT A COMPREHENSIVE ZONING CODE UPDATE

Mayor Olmos announced the item and opened the public hearing.

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

City Manager Rene Salas introduced Guillermo Arreola, Community Development Director who then introduced David Suls with William Sale Partnership (WSP) who provided a PowerPoint presentation.

PUBLIC HEARINGS (CONTINUED)

Item 8.a.

Motion by Councilmember Delgado, seconded by Councilmember Angel to waive first reading and introduce Ordinance No. 1271, adopting zone code amendment no. 24-01 to implement a comprehensive zoning code update and schedule said ordinance for adoption at the next regular city council meeting. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9. GENERAL BUSINESS - None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: City's Easter Breakfast Event, City's First Night Market and the City's Community Bike Ride.

Mayor Pro Tem Bojorquez acknowledged the LA County Sheriff's for all their support and announced he attended the following: Senior Easter Luncheon, T-Ball Opening Day Ceremonies, City's Easter Breakfast Event, Valle Lindo School District (VLSD) - Parent Teacher Organization (PTO) Color Run, City's First Night Market, and the City's Community Bike Ride.

Councilmember Delgado announced he attended the following: Valle Lindo School District (VLSD) - Parent Teacher Organization (PTO) Color Run, Foothill Transit Board Meeting announcing Cluster 4 Elections are in May 2024, and the City's First Night Market acknowledging staff for all their support.

Councilmember Angel announced he attended the following: Valle Lindo School District (VLSD) - Parent Teacher Organization (PTO) Color Run, Senior Easter Luncheon Event, T-Ball Opening Day Ceremonies, City's First Night Market, City's Easter Breakfast Event and acknowledged staff and LA County Sheriffs for all their support and asked John Poehler Public Works Director to have code enforcement patrol the parks more often.

Mayor Olmos announced she attended the following: City's Easter Breakfast Event, City's First Night Market acknowledging staff for all their support, T-Ball Opening Day Ceremonies, Veterans Event at Whittier Narrows Park thanking all veterans for their service for our freedom and announced on April 13th the Sanitation District will be having an "Earth Day" Event.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Direct staff to look into requiring manufacturing businesses to have a showroom frontage office to offer their items for sale to the public and generate sales tax dollars for the city.

RECOMMENDATION: Discussion and/or action.

Mayor Olmos presented her item.

Discussion ensued between Council, Staff, and City Attorney with concerns about manufacturers, distributors, and wholesalers having to abide by this requirement, distinction between manufacturers and distributors, additional parking spaces would potentially be required, what would constitute retail to require a showroom, retail sales and taxes, revenues, internet/export/import businesses, requirements by State agencies, and requirements for business license.

The consensus was to direct city attorney to work with staff to gather information and examples of what other cities are doing and how the State regulates and tracks these businesses and bring back to council.

13. CLOSED SESSION

At 7:08 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 8:19 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

Anthony R. Taylor, City Attorney, announced City Council discussed Items 13.a. and 13.b., no reportable action.

14. ADJOURNMENT

There being no further business coming before this body, at 8:19 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, April 23, 2024, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

DRAFT



City Council Agenda Report

Agenda Item No. 7.b.

DATE: April 23, 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. 24-149, APPROVING WARRANTS FOR THE PERIOD OF APRIL 10, 2024, THROUGH APRIL 23, 2024

SUMMARY: Authorizing payment of City expenditures for the period of April 10, 2024, through April 23, 2024, totaling \$2,158,963.45.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-149, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 24-149
- B. 42324 Expense Approval Report

ATTACHMENT A

RESOLUTION NO. 24-149

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF APRIL 10, 2024, THROUGH APRIL 23, 2024,
TOTALING \$2,158,963.45.

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	04/10/24-04/23/24	DFT0001657-1669	\$249,054.02
FY 23/24	Regular Warrants	04/10/24-04/23/24	14033-14141	\$1,719,581.36
Payroll	Manual Check	PPE 04/13/24	1743-1744	\$1,408.56
Payroll	Check	PPE 04/13/24	1745-1750	\$5,441.54
Payroll	Direct Deposit	PPE 04/13/24	6454-6578	\$183,477.97

TOTAL EXPENDITURES RESOLUTION NO. 24-149 \$2,158,963.45

PASSED, APPROVED, AND ADOPTED this 23rd day of April 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. 24-149, 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 23rd day of April 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 04/23/24

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1543.5952	ESPERANZA FLORES FOLKLORICO DANCE GROUP INC	14033	04/09/2024	5/2/24 NIGHT MARKET/ PERFORMANCE 50% DEPOSIT	200.00
01.0000.0000.4522	JERRY DESALES	14034	04/09/2024	CAR SHOW RFND/ NIGHT MARKET SHOW	150.00
01.0130.1310.5906	MOSS, LEVY & HARTZHEIM, LLP	14035	04/09/2024	AUDIT COMPLETION YEAR END 6/30/23	16,548.00
01.0000.0000.2235	NATIONWIDE RETIREMENT SOLUTIONS	14036	04/09/2024	PPE 3/30/24	508.33
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	14037	04/09/2024	PPE 3/30/24	7,120.00
01.0160.1610.6025	PROPERTY HEALTH INC	14038	04/09/2024	DEC'23 ASBESTOS/ LEAD SURVEY/ CCTR	912.50
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	14039	04/09/2024	A.R GARNISHMENT PPE 3/30/24	8.15
01.0170.1740.5406	A & R SAFE & LOCK CORP.	14040	04/17/2024	KEYS MADE	84.54
44.0800.8010.5525	A.C LOCK & KEY	14041	04/17/2024	#21 REPLACE KEY FOB	385.00
01.0160.1620.5520	ADA SIGN DEPOT, INC	14042	04/17/2024	SIGNS/ SCTR	1,651.99
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	14043	04/17/2024	MAR'24 PC MEETING	100.00
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	14044	04/17/2024	4TH OF JULY SHOW/ INSURANCE	461.00
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	PROTECTIVE SLEEVE RETURN CREDIT	(23.69)
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	YARD DEPT SUPP LEAD PLANNER	32.91
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	ALARM BATTERIES/ POOLS	56.62
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	DEPT SUPPLIES	7.56
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	PLANNER/ YARD	17.58
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	YARD DEPT SUPPLIES	98.17
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	FILE FOLDERS	128.09
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	MTNC TOOLS & SUPP	337.10
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	DEPT SUPPLIES	81.56
01.0120.1220.5415	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	ELECTION SUPPLIES	62.26
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	PLANNER / YARD	17.58
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	YARD DEPT SUPPLIES	197.34
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	KITCHEN / SCTR	(98.12)
01.0170.1740.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	ELEC. NFP CODE BOOK	63.95
02.0170.1760.5962	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	CONCRETE LEVELS	76.17
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	LOCKOUT KITS/ YARD	295.43
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	MEMORY CARDS / YARD	192.90
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	PRINTER INK	128.17
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	PASSPORT SUPPLIES	138.04
01.0170.1720.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	KLEIN TOOLS / BLDG DEPT	11.01
01.0120.1220.5415	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	ELECTION SUPPLIES	(185.04)
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	POOL SUPPLIES	175.71
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	OFFICE SUPP	8.81
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	WRISTBANDS CREDIT	(112.69)
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	PRINTER INK	65.04
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	PASSPORT SUPPLIES	(32.65)
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	UNIFORM & OFFICE SUPP	292.74
01.0140.1100.5406	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	OFFICE CHAIR/ PSO	115.09
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	CROSSING GUARD POLOS	210.79
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14045	04/17/2024	YARD OFFICE SUPPLIES	97.01

01.0170.1770.5525	ANDY TRUONG	14046	04/17/2024	#23 AIR BAG LIGHT, WHEEL & BRAKE REPAIR	768.86
01.0000.0000.4522	ANTONIO MEDINA	14047	04/17/2024	APR'24 NIGHT MKT CAR SHOW/ PARTIAL RFND	30.00
01.0000.0000.4554	APRIL ROYBAL	14048	04/17/2024	3/31/24 MVD CR DAMAGE DEPOSIT RFND	50.00
01.0170.1720.5720	AQUA PURE DRINKING WATER	14049	04/17/2024	MAR'24 DRINKING WATER	64.97
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	14050	04/17/2024	UNIFORMS	185.76
01.0170.1770.5525	AUTO ACCESSORIES EMERGENCY LIGHT INC	14051	04/17/2024	#40 ER LIGHT BAR	2,202.00
01.0170.1770.5525	AUTOMOTIVE TRAINING AUTHORITY, INC	14052	04/17/2024	CNG FUEL TRAINING	622.50
44.0800.8010.5525	AUTOMOTIVE TRAINING AUTHORITY, INC	14052	04/17/2024	CNG FUEL TRAINING	622.50
01.0170.1770.5525	AUTOZONE	14053	04/17/2024	#22 & #23 P.M. SERVICE & AIR FILTERS	164.88
01.0170.1770.5525	AUTOZONE	14053	04/17/2024	#9 REPLACE BATTERY	187.41
01.0170.1770.5525	AUTOZONE	14053	04/17/2024	#18 #32 MINOR SVCS AIR FILTER	163.56
01.0170.1770.5525	AUTOZONE	14053	04/17/2024	#6 MINOR SVCS AIRFILTER	50.29
01.0170.1770.5525	AUTOZONE	14053	04/17/2024	GARAGE GREASE	40.35
44.0800.8010.5525	AUTOZONE	14053	04/17/2024	#29 MINOR SVCS & AIR FILTER	52.49
01.0150.1540.5951	BASE HILL, INC.	14054	04/17/2024	10/15/23 CLEANING RESERVATION	250.00
01.0150.1540.5951	BASE HILL, INC.	14054	04/17/2024	11/18/23 CLEANING RESERVATION	250.00
01.0170.1020.5515	BASE HILL, INC.	14054	04/17/2024	MAR'24 JANITORIAL SVCS	7,339.00
01.0160.1610.5520	BASE HILL, INC.	14054	04/17/2024	3/9 KITCHEN DEEP CLEAN/ CCTR	850.00
01.0160.1620.5520	BASE HILL, INC.	14054	04/17/2024	MAR'24 SPECIAL EVENT CLEAN UP/ SCTR	425.00
01.0170.1770.5525	BEST FORKLIFT SERVICES, INC.	14055	04/17/2024	FORKLIFT REPAIRS	2,560.65
01.0150.1515.5204	BLANCA M. FIGUEROA	14056	04/17/2024	MAR'24 PC MEETING	100.00
01.0151.1543.5952	BROTHERS AWARDS & TROPHIES	14057	04/17/2024	NIGHT MARKET CAR SHOW/ TROPHIES	138.60
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	14058	04/17/2024	MAR'24 BLDG INSPECTION SVCS	7,705.39
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	14058	04/17/2024	FEB'24 PLAN CHECK SVCS	300.00
01.0151.1543.5952	CINDY N. GARCIA	14059	04/17/2024	5/2/24 BAND ENTERTAINMENT/ NIGHT MARKET	2,700.00
01.0170.1750.5520	CITY OF EL MONTE-FINANCE DEPT.	14060	04/17/2024	JAN'24 CNG FUEL #28	104.83
02.0170.1760.5966	CITY OF EL MONTE-FINANCE DEPT.	14060	04/17/2024	FEB'24 CNG FUEL #28	94.04
02.0170.1760.5966	CITY OF EL MONTE-FINANCE DEPT.	14060	04/17/2024	MAR'24 CNG FUEL #28	122.17
01.0170.1720.5520	CLEANLEAF ENERGY HOLDINGS, INC	14061	04/17/2024	ENERGY EQUIP/ TRANSP YARD	864.77
01.0160.1610.5520	CLEANLEAF ENERGY HOLDINGS, INC	14061	04/17/2024	1/1-12/31/24 ENERGY/ CCTR	7,646.57
01.0160.1630.5520	CLEANLEAF ENERGY HOLDINGS, INC	14061	04/17/2024	1/1-12/31/24 ENERGY/ MCTR	577.10
01.0170.1020.5505	CLEANLEAF ENERGY HOLDINGS, INC	14061	04/17/2024	1/1-12/31/24 ENERGY/ TRANSP YARD	2,596.12
01.0170.1710.5520	CLEANLEAF ENERGY HOLDINGS, INC	14061	04/17/2024	1/1-12/31/24 ENERGY/ CHALL	3,607.70
01.0160.1610.5520	CLEANLEAF ENERGY HOLDINGS, INC	14061	04/17/2024	REPAIR SOLAR PANELS/ CCTR	852.50
01.0160.1610.5520	CLEANLEAF ENERGY HOLDINGS, INC	14061	04/17/2024	FEB'24 ENERGY SOLAR MTNC/ CCTR	1,389.91
01.0170.1720.5520	CLEANLEAF ENERGY HOLDINGS, INC	14061	04/17/2024	ENERGY SOLAR WASH/ YARD	660.00
01.0100.1050.5936	CONCENTRA	14062	04/17/2024	FEB'24 NEW HIRE PHYSICAL	245.00
01.0100.1050.5936	CONCENTRA	14062	04/17/2024	MAR'24 NEW HIRE PHYSICALS	490.00
01.0100.1050.5936	CONCENTRA	14062	04/17/2024	MAR'24 NEW HIRE PHYSICALS	980.00
01.0150.1510.5204	DAVID MAI	14063	04/17/2024	APR'24 COMM SVCS COMMISSION MTG	100.00
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	14064	04/17/2024	ELECTRIC SUPPLIES/ SCTR	589.35
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	14065	04/17/2024	FEB'24 FINGERPRINTS	96.00
01.0170.1770.5525	DWS TIRES	14066	04/17/2024	#23 REPLACE TIRE PRESSURE SENSOR	160.20
01.0120.1210.6015	E.G. BRENNAN & CO., INC.	14067	04/17/2024	MAY'24-APR'25 ANNUAL SERVICE MTNC AGREEMENT	125.00
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	14068	04/17/2024	4/3 PEST CONTROL/ CHALL	2,200.00
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	14068	04/17/2024	3/27 PEST CONTROL/ CCTR	74.02
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	14068	04/17/2024	MAR'24 PEST CONTROL/ CHALL	208.00
02.0170.1760.5572	ENNIS-FLINT, INC.	14069	04/17/2024	STREET MARKING PAINT CITYWIDE	1,933.53
01.0170.1710.5520	EVOLUTION MECHANICAL, INC.	14070	04/17/2024	BROILER REPAIR	1,603.49
01.0170.1720.5520	EWING IRRIGATION	14071	04/17/2024	4 GAL BACKPACK/ LANDSCAPE	221.36
01.0170.1750.5520	EWING IRRIGATION	14071	04/17/2024	IRRIGATION SUPP/ DURFEE AVE	161.25
01.0170.1750.5520	EWING IRRIGATION	14071	04/17/2024	BB FIELD MARKING SUPP/ NTP	2,326.58

01.0170.1750.5520	EWING IRRIGATION	14071	04/17/2024	DURFEE BIKE LANE SUPP/ LANDSACPE	67.87
01.0170.1710.5520	EWING IRRIGATION	14071	04/17/2024	IRRIGATION SUPP/ CHALL	21.73
01.0160.1660.5520	EWING IRRIGATION	14071	04/17/2024	IRR REPAIR/ SHIVLEY	782.53
68.0900.9000.5968	GENTRY BROTHERS INC	14072	04/17/2024	Mar'24 CON/MER GRWY #407	368,939.80
68.0900.9000.5968	GENTRY BROTHERS INC	14072	04/17/2024	MAR'24 CON/MER GRWY #407	356,865.88
68.0900.9000.5968	GENTRY BROTHERS INC	14072	04/17/2024	MAR'24 CON/MER GRWY #407	140,000.00
68.0900.9000.5968	GENTRY BROTHERS INC	14072	04/17/2024	MAR'24 CON/MER GRWY #407	219,112.90
68.0900.9000.5968	GENTRY BROTHERS INC	14072	04/17/2024	MAR'24 CON/MER GRWY #407	(55,745.93)
68.0900.9000.5968	GENTRY BROTHERS INC	14072	04/17/2024	MAR'24 CON/MER GRWY #407	30,000.00
01.0150.1510.5204	GERARDO DIAZ	14073	04/17/2024	APR'24 COMM SVCS COMMISSION MTG	100.00
01.0170.1770.5525	GOT PROPANE INC	14074	04/17/2024	1/16 FORKLIFT PROPANE	103.65
01.0170.1770.5525	GOT PROPANE INC	14074	04/17/2024	FORKLIFT PROPANE	39.65
01.0170.1770.5525	GOT PROPANE INC	14074	04/17/2024	4/8 FORKLIFT PROPANE	67.96
01.0170.1770.5525	GOT PROPANE INC	14074	04/17/2024	FORKLIFT PROPANE	10.76
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	14075	04/17/2024	3/25-4/4/24 MUNI TEMP SVCS/ HR ANALYST	6,000.00
01.0160.1620.5520	GRAINGER	14076	04/17/2024	REGULATOR KIT/ SCTR	106.34
01.0170.1710.5520	GRAINGER	14076	04/17/2024	CORD PATCH/ CHALL	15.52
01.0170.1710.5520	GRAINGER	14076	04/17/2024	INLINE COUPLER/ CHALL	156.36
01.0170.1710.5520	GRAINGER	14076	04/17/2024	CORD PATCH/ CHALL	44.16
01.0160.1650.5520	GRAINGER	14076	04/17/2024	FAUCETS/ NTP	372.82
01.0160.1630.5520	GRAINGER	14076	04/17/2024	TONE & PROBE KIT/ MCTR	133.69
01.0160.1620.5520	GRAINGER	14076	04/17/2024	DOOR LEVER LOCKSET/ SCTR	1,133.21
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	DRILL BITS/ SCTR	10.99
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	CAMERAS/ CHALL	50.96
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	PARKING STALL PAINT/ CHALL	69.22
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	JANITOR KEYS / CCTR	36.69
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	LOCKS/ SCTR	33.00
01.0170.1770.5525	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	#2 SOLID PIPE PLUG	4.94
02.0170.1760.5962	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	MINI BRUSH WIRE / STRTS	4.38
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	MINI ROLLER/ NTP	16.47
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	WATER DISP SUPP/ SCTR	19.33
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	SHEETING-DOOR / SCTR	38.49
02.0170.1760.5962	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	RAKE & LOPPER/ STRTS	160.53
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	SUPP TO INSTALL NEW DOOR	60.47
01.0151.1543.5952	GRANT'S TRUE VALUE HARDWARE	14077	04/17/2024	SUPP TO FIX HEATERS/ NIGHT MARKET	35.82
01.0160.1640.5425	HASA INC.	14078	04/17/2024	CHEMICALS/ POOLS	1,610.34
01.0160.1640.5520	HASA INC.	14078	04/17/2024	POOL REPAIRS	1,402.26
01.0160.1640.5520	HASA INC.	14078	04/17/2024	VACUUM POOL	1,300.00
01.0160.1640.5425	HASA INC.	14078	04/17/2024	4/10 CHEMICAL DELIVERY	334.76
01.0150.1510.5204	HORTENCIA VASQUEZ	14079	04/17/2024	APR'24 COMM SVCS COMMISSION MTG	100.00
01.0160.1640.5520	INDUSTRIAL PIPE & STEEL	14080	04/17/2024	DISCS/ POOLS	32.62
01.0170.1720.5520	INDUSTRIAL PIPE & STEEL	14080	04/17/2024	GATE WHEEL REPAIR/ YARD	12.12
01.0160.1640.5520	INDUSTRIAL PIPE & STEEL	14080	04/17/2024	VENT COVER & CHARGE/ POOLS	93.71
01.0151.1543.5952	INDUSTRIAL PIPE & STEEL	14080	04/17/2024	NEW LIGHT SUPP/ NIGHT MARKET	31.53
01.0150.1510.5204	INGRID AGUILAR	14081	04/17/2024	APR'24 COMM SVCS COMMISSION MTG	100.00
02.0170.1760.5540	JALUX AMERICAS, INC	14082	04/17/2024	POTHOLE REPAIR SUPP/ STRTS	666.46
37.0670.6720.5977	JCL TRAFFIC SERVICES	14083	04/17/2024	PAINT/ STRTS	258.87
02.0170.1760.5540	JCL TRAFFIC SERVICES	14083	04/17/2024	SPEED LIMIT TRAFFIC SIGN/ STRTS	775.94
02.0170.1760.5540	JCL TRAFFIC SERVICES	14083	04/17/2024	TRAFFIC SIGNS/ STRTS	3,177.96
02.0170.1760.5540	JCL TRAFFIC SERVICES	14083	04/17/2024	TRAFFIC MARKING REPAIR SUPP/ STRTS	2,040.89
02.0170.1760.5572	JCL TRAFFIC SERVICES	14083	04/17/2024	STENCILS/ STRTS	148.84
02.0170.1760.5540	JCL TRAFFIC SERVICES	14083	04/17/2024	PARKING TRAFFIC SIGNS/ STRTS	169.34

02.0170.1760.5540	JCL TRAFFIC SERVICES	14083	04/17/2024	TRAFFIC SIGNS/ STRTS	4,004.83
02.0170.1760.5540	JCL TRAFFIC SERVICES	14083	04/17/2024	TEMP PARKING SIGNS / STRTS	100.00
02.0170.1760.5572	JCL TRAFFIC SERVICES	14083	04/17/2024	CURB PAINT SUPP/ STRTS	890.87
02.0170.1760.5540	JCL TRAFFIC SERVICES	14083	04/17/2024	TEMP PARKING SIGNS / STRTS	110.25
02.0170.1760.5540	JCL TRAFFIC SERVICES	14083	04/17/2024	STOP TRAFFIC SIGNS / STRTS	2,234.22
02.0170.1760.5540	JCL TRAFFIC SERVICES	14083	04/17/2024	EXIT ONLY TRAF SIGNS/ STRTS	517.29
01.0170.1020.5956	JESUS DELGADO	14084	04/17/2024	BOOT ALLOWANCE 2024	200.00
01.0000.0000.4508	JOVANA MENDOZA	14085	04/17/2024	2024 SPRING CAMP REFUND	90.00
01.0000.0000.2430	KIMLEY-HORN AND ASSOCIATES, INC.	14086	04/17/2024	DEC'23 2222 RSMD PEER REVIEW SVCS	6,222.65
01.0000.0000.2430	KIMLEY-HORN AND ASSOCIATES, INC.	14086	04/17/2024	JAN'24 2222 RSMD PEER REVIEW SVCS	15,194.20
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	14087	04/17/2024	FEB'24 TRAFFIC ENFORCEMENT	2,709.77
01.0170.1710.5520	LBC LIGHTING	14088	04/17/2024	OUTDOOR LGT/ CHALL	357.21
01.0160.1640.5520	LEO'S UPHOLSTERY SUPPLIES	14089	04/17/2024	FOAM/ POOLS	18.00
44.0800.8010.5525	LONGO TOYOTA	14090	04/17/2024	#6 REPLACE DRIVERSIDE SUNVISOR	120.18
01.0100.1030.5215	MANDELL MUNICIPAL COUNSELING	14091	04/17/2024	MAR'24 LEGAL SVCS	1,023.00
01.0000.0000.4508	MARIO HOLGUIN	14092	04/17/2024	2024 SPRING CAMP REFUND	30.00
01.0000.0000.4554	MARY DOWNING	14093	04/17/2024	4/6/24 COMM RM MVD/ DAMAGE DEP RFND	50.00
01.0170.1710.5520	MASTER CARPETS	14094	04/17/2024	CARPET INSTALL/ CHALL	980.00
01.0160.1610.5520	MCKINLEY ELEVATOR CORPORATION	14095	04/17/2024	ELEVATOR LIFT REPAIR / CCTR	746.14
02.0170.1760.5540	MEISTER SEALCOAT & SUPPLIES, LLC	14096	04/17/2024	POTHOLE PATCH/ STRTS	1,249.54
02.0170.1760.5540	MEISTER SEALCOAT & SUPPLIES, LLC	14096	04/17/2024	POTHOLE REPAIR/ STRTS	1,249.54
01.0170.1770.5525	MFVS, INC	14097	04/17/2024	#13 NEW MAXSON LIFTGATE	4,935.30
01.0170.1740.5962	MID-VALLEY AUTOMATIC FIRE SYSTEMS	14098	04/17/2024	FIRE EXTINGUISHERS CITY WIDE	1,390.32
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	14099	04/17/2024	NTP REPAIR SUPP/ NTP	580.66
01.0151.1543.5952	MISSION FENCE & PATIO BUILDERS	14099	04/17/2024	TUBING/ NIGHT MARKET LIGHTS	195.35
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	14099	04/17/2024	NEW POSTS BB FIELD/ NTP	2,250.00
01.0130.1330.5215	MODERN IT, INC	14100	04/17/2024	APR'24 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	14100	04/17/2024	APR'24 CLOUD SVCS	750.00
01.0130.1330.5215	MODERN IT, INC	14100	04/17/2024	APR'24 OFFICE 365	4,845.12
01.0130.1330.6015	MRC SMART TECHNOLOGY SOLUTIONS	14101	04/17/2024	HP PRINTERS	424.77
01.0150.1515.5204	NAOMI LOPEZ	14102	04/17/2024	MAR'24 PC MEETING	100.00
01.0170.1770.5525	NAPA AUTO PARTS	14103	04/17/2024	#19 OIL FILTER & SUPP	123.18
01.0170.1770.5525	NAPA AUTO PARTS	14103	04/17/2024	COIL ON PLUG COIL CREDIT	(87.01)
01.0170.1770.5525	NAPA AUTO PARTS	14103	04/17/2024	BLACK GLOSS	13.29
01.0170.1770.5525	NAPA AUTO PARTS	14103	04/17/2024	MISC PARTS GARAGE	123.18
01.0140.1100.5520	NEW SIGN SOLUTION, INC.	14104	04/17/2024	PSO DECAL	93.71
01.0170.1760.5540	NEW SIGN SOLUTION, INC.	14104	04/17/2024	VETERAN PARKING SIGNS	429.97
01.0120.1220.5415	OFFICE DEPOT	14105	04/17/2024	ELECTION SUPPLIES	157.32
68.0900.9000.6025	ONYX ARCHITECTS, INC	14106	04/17/2024	FEB'24 CHALL RSTRM PLANS #252	1,914.00
68.0900.9000.6025	ONYX ARCHITECTS, INC	14106	04/17/2024	MAR'24 CHALL RSTRM REHAB #252	4,063.60
01.0000.0000.4508	PATRICIA RODRIGUEZ	14107	04/17/2024	SPRING BREAK CAMP/ PARTIAL RFND	40.00
01.0140.1100.5520	POST ALARM SYSTEMS	14108	04/17/2024	1/18-2/29 ALARM SVCS/ PSO	80.67
01.0170.1710.5520	POST ALARM SYSTEMS	14108	04/17/2024	ALARM REPAIR SUPP/ CHALL	675.16
01.0160.1610.5520	POST ALARM SYSTEMS	14108	04/17/2024	APR'24 ALARM SVCS / CCTR	49.86
01.0160.1620.5520	POST ALARM SYSTEMS	14108	04/17/2024	APR'24 ALARM SVCS / SCTR	49.86
01.0160.1630.5520	POST ALARM SYSTEMS	14108	04/17/2024	APR'24 ALARM SVCS / MCTR	49.86
01.0160.1640.5520	POST ALARM SYSTEMS	14108	04/17/2024	APR'24 ALARM SVCS / POOLS	49.86
01.0160.1650.5520	POST ALARM SYSTEMS	14108	04/17/2024	APR'24 ALARM SVCS / NTP	103.76
01.0160.1670.5520	POST ALARM SYSTEMS	14108	04/17/2024	APR'24 ALARM SVCS / MVD	103.76
01.0170.1710.5520	POST ALARM SYSTEMS	14108	04/17/2024	APR'24 ALARM SVCS / CHALL	133.10
01.0170.1710.5520	POST ALARM SYSTEMS	14108	04/17/2024	APR'24 ALARM SVCS / PSO	100.00
01.0170.1720.5520	POST ALARM SYSTEMS	14108	04/17/2024	APR'24 ALARM SVCS / YARD	138.60

01.0160.1670.5520	POST ALARM SYSTEMS	14108	04/17/2024	ALARM REPAIR SVC/ MVD	334.59
01.0160.1640.5520	POST ALARM SYSTEMS	14108	04/17/2024	BATTERY PACK & REPAIRS/ POOL	232.38
01.0170.1720.5520	POST ALARM SYSTEMS	14108	04/17/2024	ALARM SVCS/ YARD	363.22
01.0170.1720.5520	POST ALARM SYSTEMS	14108	04/17/2024	ALARM SVCS/ YARD	183.22
01.0100.1040.5916	POSTMASTER	14109	04/17/2024	NEWSLETTER PERMIT PI/87	320.00
01.0170.1770.5525	PRECISION AERIAL SERVICES, INC	14110	04/17/2024	#12 ANNUAL INSPECT & DOT INSPECT	700.00
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	14111	04/17/2024	EASTER EQUIPMENT RENTAL	5,600.70
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	14111	04/17/2024	EQUIPMENT RENTAL/ NIGHT MARKET	1,486.17
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	14111	04/17/2024	EASTER EQUIPMENT RENTAL	330.75
68.0900.9000.6025	PROPERTY HEALTH INC	14112	04/17/2024	FEB'24 ASBESTOS/LEAD TESTING CHALL RSTRM #252	2,500.00
01.0120.1210.5920	QUALITY CODE PUBLISHING	14113	04/17/2024	ANNUAL MTNC & UPDATED FEES	1,600.00
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	14114	04/17/2024	MAR'24 BUS PASSES	81.60
01.0150.1515.5204	RUDY LOPEZ	14115	04/17/2024	MAR'24 PC MEETING	100.00
01.0170.1720.5520	SAFETY-KLEEN SYSTEMS, INC.	14116	04/17/2024	OIL FILTER WASTE / YARD	119.00
01.0170.1750.5520	SAKAIDA NURSERY	14117	04/17/2024	PLANTS/ LANDSCAPE	541.77
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	14118	04/17/2024	MAR'24 PH HOUSING ELEMENT/ PUBLISH NOTICE	684.40
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	14118	04/17/2024	APR'24 PH PC CUP 21-11/ PUBLISH NOTICE	277.64
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	14118	04/17/2024	APR'24 PH CDBG - PLHA FY24-25/ PUBLISH NOTICE	400.07
01.0130.1310.5280	SECTRAN SECURITY INC.	14119	04/17/2024	APR'24 ARMORED SVCS	206.26
01.0151.1543.5952	SESAC RIGHTS MANAGEMENT INC	14120	04/17/2024	4/1-12/31/24 MUSIC LICENSING/ SPECIAL EVENTS	435.75
02.0170.1760.5540	SHARPLINE SOLUTIONS, INC	14121	04/17/2024	POTHOLE REPAIR SUPP/ STRTS	1,812.07
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ M. BUGARIN	191.87
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ A. APODACA	200.00
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ A. REYES	200.00
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ D. CHAVEZ	200.00
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ A. ULLOA	200.00
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ A. MADERA	200.00
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ E. VASQUEZ	196.79
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ J. CONTRERAS	200.00
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ A. AGUILA	200.00
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ J. VALLE	200.00
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/C. ALVAREZ	121.82
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/M. HERRERA	150.00
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ A. LOPEZ	192.09
01.0170.1020.5956	SHOETERIA	14122	04/17/2024	BOOT ALLOWANCE 2024/ J. FIGUEROA	200.00
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	TWISTED LINE-BB FIELD/ NTP	51.54
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	SLEDGEHAMMER/ NTP	68.96
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	PLYWOOD / STRTS	139.91
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	PLYWOOD RETURN CREDIT/ STRTS	(139.91)
01.0170.1750.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	VALVE BOX / LANDSCAPE	77.18
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	DIRT TAMPER & CHALK/ STRTS	76.13
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	FIRE STATION SAND	399.99
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	REBAR/ NTP	30.32
01.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	HAND GROOVER / STRTS	112.79
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	SAND/ NTP	120.00
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	WAKER HAMMER/ STRTS	3,834.44
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	STREET MARKING PAINT CITYWIDE	39.58
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	SAND / FIRE STATION	80.00
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	DIRT TAM HANDLE/ OVERPAYMENT CREDIT	(1,462.91)
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	PLASTER SAND/ SHIVLEY	1,439.95
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	WASHED PLASTERED SAND/ SHIVLEY	1,439.95
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	EPOXY SET/ STREETS	194.87

02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	ST RPR SUPPLIES DURFEE	719.66
01.0160.1620.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	SQUARE PLUG WASHER/ SCTR	2.43
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	DURFEE PROJECT	61.49
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	3/8 PREMIX & STREETS	80.00
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	SAND/ CREDIT MEMO	(39.01)
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	RECRUSHED ROCK DURFEE	40.99
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14123	04/17/2024	DURFEE CRUSHED ROCK	40.99
02.0170.1760.5520	SOUTHERN TIRE MART LLC	14124	04/17/2024	TIRE SCRAP /STRT MTNC	585.00
01.0160.1650.5520	SPRAGUES READY MIX	14125	04/17/2024	ASPHALT MIX / STRS	1,209.99
44.0800.8010.5525	SRS AUTOMOTIVE	14126	04/17/2024	#21 MINOR & MAJOR SVCS	546.91
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	14127	04/17/2024	FEB'24 RUSH MERCED CALLS	1,311.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	14127	04/17/2024	FEB'24 RUSH MERCED WIRE PULL	17,727.76
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	14127	04/17/2024	FEB'24 RUSH MERCED CONDUIT	11,026.38
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	14127	04/17/2024	FEB'24 RUSH POTREO CALLS	3,090.94
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	14127	04/17/2024	FEB'24 ROUTINE SVCS	902.25
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	14127	04/17/2024	FEB'24 RESPONSE SVCS	1,824.50
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	14127	04/17/2024	FEB'24 GARVEY & CHICO RSNS SIGNS	2,123.26
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	14127	04/17/2024	FEB'24 SANTA ANITA/MH PPB	853.99
02.0170.1760.5540	SUNBELT RENTALS, INC.	14128	04/17/2024	CONCRETE MIX/ STRTS	286.38
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	14129	04/17/2024	DEC'23-JAN'24 CAR WASHES	114.00
01.0100.1050.5936	TAG/AMS, INC.	14130	04/17/2024	FEB'24 RANDOM DRUG TEST	90.00
01.0000.0000.4554	TANIA BELTRAN	14131	04/17/2024	4/7/24 MVD CR DAMAGE DEPOSIT RFND	50.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	14132	04/17/2024	APR'24 NEWSLETTER	6,299.41
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	14133	04/17/2024	APR'24 CONSULTING SVCS	6,750.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	14134	04/17/2024	JAN'24 BLDG PLAN CHECK SVCS	164,396.63
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	14134	04/17/2024	JAN'24 PJT/CON MGMT#407	22,397.50
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	14134	04/17/2024	JAN'24 PJT/CON MGMT#407	18,060.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14134	04/17/2024	JAN'24 SCTR FLR'G PJT MGMT #635	4,070.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14134	04/17/2024	JAN'24 CCTR FLR'G PJT MGMT #636	3,515.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14134	04/17/2024	FEB'24 ENG SVCS #607	231.25
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	14134	04/17/2024	FEB'24 BLDG PLAN CHECK SVCS	12,188.38
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	14134	04/17/2024	FEB'24 BLDG ADMIN SVCS	377.50
01.0160.1620.5520	ULINE	14135	04/17/2024	HAND DRYERS/ SCTR	2,511.65
01.0170.1710.5520	UNISHIELD	14136	04/17/2024	FIRST AID SUPP/ CHALL	183.45
01.0140.1100.5520	UNISHIELD	14136	04/17/2024	FIRST AID SUPP/ PSC	168.02
01.0170.1720.5520	UNISHIELD	14136	04/17/2024	FIRST AID SUPP/ YARD	368.17
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	14137	04/17/2024	WATER TREAT SVCS / CHALL	200.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	14138	04/17/2024	ROTARY LOCK & STRIKE KIT	1,630.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	14138	04/17/2024	JANITORIAL SUPPLIES	4,947.63
01.0170.1740.5435	WAXIE SANITARY SUPPLY	14138	04/17/2024	BACK TRASH LINERS	153.58
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14139	04/17/2024	SOIL & TREE TISSUE SAMPLE/ CHALL	1,400.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14139	04/17/2024	2/16-2/19/24 CHALL TREE MTNC	5,616.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14139	04/17/2024	2/16-2/29/24 ST TREE MTNC	33,986.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14139	04/17/2024	3/1-3/15 STREET TREES MNTC	57,298.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14139	04/17/2024	MAR'24 CIVIC CENTER TREES MTNC	27,682.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14139	04/17/2024	3/16-3/31 STREET TREES MTNC	13,643.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14139	04/17/2024	3/16-3/31 CIVIC CENTER TREES MTNC	2,038.00
01.0170.1710.5520	WHITTIER FERTILIZER	14140	04/17/2024	STEER/ LANDSACPE	99.23
01.0170.1710.5520	WHITTIER FERTILIZER	14140	04/17/2024	SPORTSFIELD MIX & CORE AERATOR	438.78
01.0170.1710.5520	WHITTIER FERTILIZER	14140	04/17/2024	STUR/ LANDSCAPE	25.80
01.0160.1660.5520	WHITTIER FERTILIZER	14140	04/17/2024	SHIVELY LAWN PROJECT SUPP	64.39
01.0170.1710.5520	WHITTIER FERTILIZER	14140	04/17/2024	SOIL MIX/ LANDSCAPE	105.84

01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	BIKE LANES / DURFEE & KRUSE	418.95
01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	BIKE LANES / DURFEE	418.95
01.0170.1710.5520	WHITTIER FERTILIZER	14140	04/17/2024	EASTER EVENT SUPP/ CHALL	224.91
01.0170.1710.5520	WHITTIER FERTILIZER	14140	04/17/2024	GORILLA HAIR/ LANDSCAPE	418.95
01.0170.1710.5520	WHITTIER FERTILIZER	14140	04/17/2024	GORILLA HAIR/ LANDSACPE	1,675.80
01.0170.1710.5520	WHITTIER FERTILIZER	14140	04/17/2024	RED CHIPS/ LANDSCAPE	1,124.55
01.0170.1710.5520	WHITTIER FERTILIZER	14140	04/17/2024	SPORTS MIX/ LNDSCPE	281.14
01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	GORILLA HAIR/ LANDSACPE	251.37
01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	GORILLA HAIR/ LANDSACPE	251.37
01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	GORILLA HAIR/ MVD	2,932.65
01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	GORILLA HAIR/ LANDSCAPE	251.37
01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	GORILLA HAIR/ LANDSACPE	251.37
01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	GORILLA HAIR/ LANDSCAPE	251.37
01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	TYLER PROJECT/ POOLS	476.28
01.0170.1750.5520	WHITTIER FERTILIZER	14140	04/17/2024	GORILLA HAIR & CHIPS/ POOLS	476.28
01.0160.1660.5520	WHITTIER FERTILIZER	14140	04/17/2024	SPORTS MIX BB FIELD/ SHIVELY	468.56
02.0170.1760.5540	WINZER	14141	04/17/2024	ASPHALT REMOVER	880.99
02.0170.1760.5540	WINZER	14141	04/17/2024	BLACK/WHITE PAINT	1,664.52
02.0170.1760.5540	WINZER	14141	04/17/2024	ASPHALT RELEASE/ STRTS	833.49
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0001657	03/08/2024	JAN'24 LEAGUE OF CA CITIES CONF/ TRANSPRTN	28.90
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001657	03/08/2024	RE-OCCURRING PHONE CHARGES	9.99
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0001657	03/08/2024	FLYER SOFTWARE	149.90
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001657	03/08/2024	CITY COUNCIL HOT SPOTS	220.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001657	03/08/2024	RE-OCCURRING PHONE CHARGES	55.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001658	04/04/2024	RATE PLAN 685	10,067.48
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001658	04/04/2024	RATE PLAN 23047	1,990.62
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001658	04/04/2024	RATE PLAN 27216	19,780.94
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001659	04/05/2024	PPE 3/30/24 FEDERAL	19,341.20
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001659	04/05/2024	PPE 3/30/24 FICA	29,332.28
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001659	04/05/2024	PPE 3/30/24 MEDICARE	6,859.84
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001660	04/05/2024	PPE 3/30/24 UI TAX WTHD'G	873.72
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001660	04/05/2024	PPE 3/30/24 TNG WTHD'G	43.66
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001660	04/05/2024	PPE 3/30/24 STATE WTHD'G	6,902.45
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001661	04/05/2024	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001661	04/05/2024	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001661	04/05/2024	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001661	04/05/2024	CASE 0980438	150.00
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0001662	04/02/2024	AFTER SCHOOL PRGM SUPPLIES	35.94
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0001663	04/09/2024	APR'24 SUPPLEMENTAL LIFE INSURANCE	2,343.23
01.0170.1730.5705	SO CAL GAS	DFT0001664	04/09/2024	2/29-3/29/24 1415 SANTA ANITA AVE	964.55
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001665	04/03/2024	2/21-3/20/24 9465 GARVEY AVE	28.44
01.0140.1100.5406	SPARKLETTS	DFT0001666	04/09/2024	FEB'24 WATER SVCS	35.32
01.0140.7020.5406	SPARKLETTS	DFT0001666	04/09/2024	FEB'24 WATER SVCS	35.32
01.0130.1330.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	2 MONITORS/ IT DEPT	230.50
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	MAR'24 WELL WATER CONF/ CANCELLATION RFND	(150.00)
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 LEAGUS OF CA CITIES/ HOTEL CHARGES	1,258.64
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	EAR PHONES HEAD SET	274.52
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	MAY'24 ICSC L. VEGAS REGISTRATION	875.00
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ICSC YEARLY MEMBERSHIP	125.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	326.40
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	30.83
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	36.00

01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	39.12
01.0100.1040.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	FEB'24-FEB'25 CREATIVE CLOUD SOFTWARE	359.88
01.0100.1040.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CREATIVE CLOUD SOFTWARE RFND	(19.06)
01.0100.1040.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CAMERA LENS	363.81
01.0100.1040.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CAMERA LENS	715.52
01.0100.1040.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CAMERA LENS REFUND	(704.11)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 MUSIC SUBSCRIPTION	16.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPP	41.04
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	T-BALL DUGOUT BENCHES	1,957.01
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BOXING GYM SIGNAGE	68.31
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	APPLE ICLOUD SUB	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	APPLE ICLOUD SUB	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	APPLE ICLOUD SUB	2.99
01.0160.1610.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	LIGHT BOXES/ CCTR	300.00
01.0160.1610.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SILICONE/ CCTR	230.33
01.0160.1610.6025	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHAIN LINK FENCE	2,051.75
01.0160.1620.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHAIR REPAIR SUPPLIES	48.39
01.0160.1620.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SCTR DOOR HANDLE	73.83
01.0160.1630.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RESTROOM FAUCET/ MCTR	139.12
01.0160.1640.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	POOL SUPPLIES	214.06
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BATHROOM REPAIR SUPP/ NTP	61.43
01.0160.1650.6025	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHAIN LINK FENCE SUPP	1,120.80
01.0160.1670.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BENCH SUPPLIES	77.36
01.0160.1670.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	FENCE REPAIR SUPPLIES	161.13
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHALL PLANTS	577.81
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ERGONOMIC SUPPLIES	350.61
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHALL PLANTS	153.00
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHALL PLANTERS	59.40
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHALL PLANTS	127.61
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHALL PLANTS	109.91
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CARPET FOAM CLEANER	54.06
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ERGONOMIC SUPPLIES CREDIT	(350.61)
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SINK FAUCETS/ CHALL	149.32
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	DRYWALL SUPPLIES	319.25
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	STORAGE BOX/ YARD	17.45
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RAIN STOCK	724.84
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	TARP YARD EQUIPMENT	466.89
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	REGRIGERATOR/ YARD	582.12
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	MOULDING DOORS	341.28
01.0170.1720.6025	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	PPE/ YARD	49.14
01.0170.1740.5962	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BIT SET/ SMALL TOOLS	71.56
01.0170.1760.5540	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SAND/ FIRE DEPT	65.71
01.0170.1760.5545	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	GRAFFITI REMOVAL SUPP	202.29
01.0170.1760.5545	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	GRAFFITI PAINT BRUSH	31.19
02.0170.1760.5962	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BIT SOCKETS & HOOKS	109.28
37.0670.6720.5977	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	TRAFFIC SERVICE	4,865.63
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 LEAGUE OF CA CITIES/ BAG FEE	35.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 LEAGUE OF CA CITIES/ BAG FEE	35.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	MAY'24 ICSC L. VEGAS/ AIRLINE CHANGE	27.20
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	LEAGUE OF CA CITIES/ HOTEL CHARGES	1,407.86
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	LEAGUE OF CA CITIES/ CAR RENTAL	152.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	PHOTOSHOP MTHLY SUBSCRIPTION	9.99

01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SUPPLIES CREDIT	(21.99)
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SUPPLIES CREDIT	(158.70)
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	DEPT SUPPLIES	126.30
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	DEPT SUPPLIES	14.09
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	DEPT SUPPLIES	35.72
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	MAR'24 ON AGING CONF/ REGISTRATION	970.00
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ON AGING CONF/ FLIGHT INSURANCE	40.46
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ON AGING CONF/ HOTEL CHARGES	257.29
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ON AGING CONF/ FLIGHT CHARGES	522.06
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	VALENTINE LUNCHEON SUPP	28.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SENIOR BDAY CAKES	63.98
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	FORTUNE COOKIES/ LUNAR YEAR	87.81
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	VALENTINE LUNCHEON SUPP	138.52
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	LUNAR EVENT PIZZA	302.20
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SPECIAL EVENT SUPPLIES	556.83
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	TREAT SOCIAL COFFEE	73.00
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	FOOD CARTZ/ NUTR PRGM	899.12
44.0800.8010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	TSI SEMINAR	35.00
44.0800.8010.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	DRIVER UNIFORMS	124.55
44.0800.8010.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	DRIVER UNIFORMS	152.09
44.0800.8010.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	DRIVER UNIFORMS	72.74
01.0120.1210.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RUBBERT STAMP & BUTTON	87.26
01.0120.1210.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CLEAR BAGS	12.48
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	HOMELESS COUNT SUPPLIES	7.17
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	HOMELESS COUNT SUPPLIES	54.85
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	LUNAR YEAR LUNCHEON/ RAFFLE	326.31
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	LUNCH MTG/ EVENT PLANNING	112.14
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	EASTER EGGS SUPPLIES	383.43
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	LIGHTING & CANOPY COVERS/ CONCERT SUPP	736.43
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	FEB'24 CITY MANAGER CONF/ HOTEL CHARGES	537.30
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	FEB'24 CITY MANAGER CONF/ PARKING	40.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	2/23-3/22/24 ZOOM SUBSCRIPTION	339.90
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SGV VALLEY TRIBUNE SUBSCRIPTION	26.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	LA TIMES SUBSCRIPTION	15.96
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CITY COUNCIL SUPP	67.05
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BACKPACKS/ CITY COUNCIL	812.82
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 LEAGUE OF CA CITIES REGISTRATION	675.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 LEAGUE OF CA CITIES REGISTRATION	675.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 LEAGUE OF CA CITIES REGISTRATION	675.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CITY COUNCIL MEETING/ DINNER	278.29
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	VDAY DECOR/ CHALL	14.33
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	PENS/ STATE OF THE CITY	695.68
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CITY SUPPLIES/ GIVEAWAYS	266.57
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	2/17-3/16/24 ADOBE SUBSCRIPTION	19.99
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	TRAINING SUPPLIES/ CHALL	441.24
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHALL SUPPLIES	29.74
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHALL SUPPLIES	7.58
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHALL SUPPLIES	37.77
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CHALL SUPPLIES	42.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	MAR'24 WELLS 12TH ANNUAL CONF/ FLIGHT CREDIT	(297.00)
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	WELLS 12TH ANNUAL CONF/ FLIGHT	600.97
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	WELLS 12TH ANNUAL CONF/ FLIGHT REDUCTION	(25.99)

01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 LEAGUE OF CA CITIES/ HOTEL CHARGES	61.73
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	WELLS 12TH ANNUAL CONF/ FLIGHT	115.98
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	DIRECT TV MTHLY SVCS	45.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	KARAOKE SOCIAL/ SNACKS	113.30
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	DRESSING/ NUTR PRGM	21.96
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CI NUTR PRGM SUPPLIES	141.78
44.0800.8010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CALACT MEMBERSHIP	930.00
01.0140.1100.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ERGONOMIC SUPPLIES	336.58
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	6.88
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPP/ CREDIT	(25.08)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	8.92
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	17.19
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	18.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	20.80
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPP/ CREDIT	(0.10)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	31.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	38.96
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	35.78
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	33.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	SPECIAL EVENT BALLOONS	327.74
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	309.63
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	241.32
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	226.38
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	150.88
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	146.29
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	93.22
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	22.09
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	91.51
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	88.04
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	68.50
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	63.36
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	57.92
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	57.24
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	44.92
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	92.03
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	RECREATION PROGRAM SUPPLIES	38.19
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	OFFICE SUPPLIES	295.15
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	24.60
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	AFTER SCHOOL PRGM SUPPLIES	319.91
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	YOUTH BBALL EQUIPMENT	159.60
01.0151.1541.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	TABLE COVERS CLEANING	150.00
01.0151.1542.6020	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BOXING EQUIPMENT	2,707.61
01.0151.1542.6020	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BOXING DRYER MACHINE	587.10
01.0151.1542.6020	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BOXING EQUIPMENT	636.86
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BABY PAGEANT SUPPLIES	90.20
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	BABY PAGEANT SUPPLIES	19.19
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CSMFO SUBSCRIPTION	135.00
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CITY SAMS CLUB MEMBERSHIP	319.00
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CABLE & INTERNET SVCS	152.97
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CABLE & INTERNET SVCS	325.09
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 INTERNET SVCS	327.04
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 STAMPLI FCHARGE	1,908.50

01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	12/3-1/2/24 CITY CELL SVCS-FIRSTNET	5,596.35
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ICLOUD STORAGE MTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	TELNYX PLATFORM	50.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	TELNYX PLATFORM	88.30
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ICLOUD STORAGE MTHLY CHARGE	0.99
01.0130.1330.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	COMPUTER EQUIP SUPPLIES	209.46
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	MAR'24 WELL CONF REGISTRATION/ CREDIT CHARGES	(150.00)
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	JAN'24 LEAGUE OF CA CITIES/ HOTEL CHARGES	1,183.06
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	MAR'24 EMPLOYMENT LAW CONF/ REGISTRATION	289.00
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	GFOA MEMBERSHIP	460.00
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	CSMFO MGMT MEMBERSHIP	135.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	ABODE CLOUD APPS	23.99
01.0130.1330.6020	U.S. BANK NATIONAL ASSOCIATION	DFT0001667	03/05/2024	2 MICROSOFT SURFACE LAPTOPS	1,760.28
01.0000.0000.2250	CALPERS	DFT0001668	04/17/2024	MAY'24 ACTIVE EMPLOYEE PREMIUM	91,296.25
01.0100.1050.5941	CALPERS	DFT0001668	04/17/2024	MAY'24 ADMIN FEE/ ACTIVE	292.15
01.0100.1050.5941	CALPERS	DFT0001668	04/17/2024	MAY'24 ADMIN FEE/ RETIRED	22.24
01.0100.1050.5945	CALPERS	DFT0001668	04/17/2024	MAY'24 EMPLOYEE SHARE/ RETIRED	1,099.00
01.0100.1050.5947	CALPERS RETIREMENT	DFT0001669	04/10/2024	RPLCMT BENEFIT CONTRIBUTION	346.68
01.0100.1050.5947	CALPERS RETIREMENT	DFT0001669	04/10/2024	RPLCMT BENEFIT CONTRIBUTION	226.62
Grand Total					1,968,635.38

Authorization Signature

A handwritten signature in black ink, appearing to read "Rene Salas", written over a horizontal line.

4/17/24

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: April 23, 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: ADOPTION OF ORDINANCE NO. 1271, ADOPTING ZONE CODE AMENDMENT NO. 24-01 TO IMPLEMENT A COMPREHENSIVE ZONING CODE UPDATE

SUMMARY: A Zone Code Amendment to repeal and replace Title 17 - Zoning with updated, and streamlined comprehensive Zone Code Update (Title 17 - Zoning).

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1271, adopting zone code amendment no. 24-01 to implement a comprehensive zoning code update.

ENVIRONMENTAL ANALYSIS: 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 ZCA. Based on the information contained in the initial study, staff determined that there was no substantial evidence that the project will have a significant effect on the environment. Accordingly, the City prepared Negative Declaration in accordance with Article 6 §15070 of the State CEQA Guidelines. Notice of Intent to adopt the Negative Declaration was prepared in accordance with Article 6 §15072. The NOI was circulated for public review and state review for the period of January 22, 2024 – February 21, 2024.

FISCAL/FINANCIAL IMPACT: No Fiscal Impact anticipated.

DISCUSSION: On April 9, 2024, the City Council held a public hearing, took public testimony, waived first reading and introduced Ordinance No. 1271 repealing and replacing Title 17 - Zoning with an updated and streamlined comprehensive Zone Code Update (Title 17 - Zoning) and approved scheduling the Ordinance for adoption on April 23, 2024.

ATTACHMENT(S):

- A. Ordinance No, 1271
- B. Exhibit A to Ordinance No. 1271

Attachment A

ORDINANCE NO. 1271

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE ADOPTING ZONE CODE AMENDMENT NO. 24-01 IMPLEMENTING A COMPREHENSIVE ZONE CODE UPDATE OF TITLE 17 - ZONING

WHEREAS, in 2022, Southern California Association of Governments (“SCAG”) was awarded Regional Early Action Planning (“REAP”) funding from Assembly Bill (“AB”) 101; and

WHEREAS, the intent of these funds is to provide housing planning and process improvement services to cities and counties. This funding was provided to SCAG by the CA Department of Housing and Community Development (“HCD”) with the goal of addressing the current housing crisis; and

WHEREAS, this effort will produce the development of a Zoning Code Handbook to improve public accessibility and use of the Municipal Code. The Zoning Code Amendment (“ZCA”) will advance the City’s 6th Cycle Housing Element Goals, develop and adopt Objective Development Standards, implement pro-housing policies and programs, and revise and adopt housing-supportive parking policies and programs; and

WHEREAS, the first Planning Commission Workshop was held on May 17, 2022, where attendees participated in an interactive exercise where they could share comments and questions about the Zone Code Amendment (“ZCA”). The second Planning Commission Workshop was held on January 16, 2024, the workshop provided an update of the ZCA and explained the next steps towards approval and implementation of the South El Monte Comprehensive Zoning Code Update; and

WHEREAS, an Initial Environmental Study was prepared for the project in compliance with the California Environmental Quality Act (CEQA) and was made available for public review and comment January 22, 2024 through February 21, 2024; and

WHEREAS, a public hearing notice was published on February 8, 2024 for the February 20, 2024 Planning Commission meeting, opened the public hearing, received testimony, and continued the Zone Code Amendment 24-01 to the March 19, 2024 Planning Commission meeting in order to satisfy CEQA public review periods; and

WHEREAS, On March 19, 2024, held a public hearing, received testimony, and after all evidence, both written and oral, presented during said public hearing was considered by the Planning Commission adopted the Negative Declaration finding that there would be no significant impacts to the environment and recommended approval of Zone Code Amendment No. 24-01; and

WHEREAS, a public hearing was held before the City Council on April 9, 2024 to consider the Planning Commission’s recommendation. 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 DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2: The City Council shall repeal, in its entirety, Title 17 – Zoning, and replace with Exhibit A of this Ordinance.

SECTION 5: Effective Date. The ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

SECTION 6: The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Donna G, Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1271, 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 23rd day of April 2024, by the following vote:

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

Donna G. Schwartz, City Clerk

Attachment B

Title 17

ZONING

Chapters:

- 17.01 GENERAL PROVISIONS**
- 17.02 DEFINITIONS**
- 17.03 PERMIT APPROVAL PROCEDURES**
- 17.04 ZONING MAP**
- 17.05 RESIDENTIAL ZONES – STANDARDS AND USES**
- 17.06 COMMERCIAL ZONES – STANDARDS AND USES**
- 17.07 MIXED-USE ZONES – STANDARDS AND USES**
- 17.08 PUBLIC FACILITIES ZONES – STANDARDS AND USES**
- 17.09 INDUSTRIAL ZONES – STANDARDS AND USES**
- 17.10 OVERLAY ZONES – STANDARDS AND USES**
- 17.11 SPECIAL USES – STANDARDS AND USES**
- 17.12 ACCESSORY DWELLING UNITS**
- 17.13 DENSITY BONUS**
- 17.14 OBJECTIVE DESIGN STANDARDS**
- 17.15 ADVERTISING SIGNS**
- 17.16 OFF-STREET PARKING AND LOADING**

Chapter 17.01

GENERAL PROVISIONS

Sections

17.01.010 Purpose and applicability.

17.01.020 Repeal of Ordinance No. 182.

17.01.010 Purpose and applicability.

The purpose of these regulations is to serve the public health, safety and general welfare by establishing zone districts designed to obtain the social, health, and economic advantages resulting from the planned use of land, and by establishing those regulations of the use of land and improvements within the various districts which are deemed necessary to ensure that the growth and development of the city shall be orderly and proper for the maximum benefit of its citizens. This title shall also be known by its short title the "Zoning Ordinance." When there is any question regarding the interpretation of the provisions of the Zoning Ordinance codified in this title, or its application to any specific case or situation, the planning commission shall have the authority to interpret the intent of the provisions of this title by written resolution, approved by a majority of its membership. Thereafter, such interpretation shall be followed in applying the provisions of this title unless the commission's interpretation is changed by the city council, on appeal.

An appeal of any planning commission interpretation must comply with the appeal procedures codified within this title. A majority vote of the whole council shall be required to change an interpretation made by the planning commission.

This title and the various sections, subsections, and clauses thereof, are declared to be severable. If any section, subsection, or clause is adjudged unconstitutional or invalid, it is provided that the remainder of the title shall not be affected thereby. The city council of the city hereby declares that it would have passed this title and each section, subsection, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one or more portions thereof be declared invalid. (Ord. 963 §1, 1995; Ord. 822 §1, 1989)

17.01.020 Repeal of Ordinance No. 182.

Ordinance Number 182, and all other ordinances amending said Ordinance No. 182, are hereby repealed. Subdivisions, plot plan conditional use permits, variances, and any other action approved by the city council and/or planning commission subject to the provisions of the Ordinance No. 182 and any amendments thereto, shall remain in full force and effect in accordance with the terms and conditions specified in the motions, resolutions or ordinances permitting them, except that uses made nonconforming by this title shall be subject to the provisions of Section 17.03.170. (Ord. 822 §1, 1989)

Chapter 17.02

DEFINITIONS

Sections

17.02.010 Generally.

17.02.020 Definitions.

17.05.010 Generally.

For the purpose of this title, unless it is plainly evident from the context that a different meaning is intended certain terms used herein are defined as follows:

- A. Words used in the present tense include the future, the singular number includes the plural and the plural the singular.
- B. The terms shall and will are imperative, the words can and may are permissive. (Ord. 822 §1, 1989)

17.05.020 Definitions.

Abut, Adjoining or Contiguous.

“Abut”, “adjoining”, or “contiguous” means having a common border, boundary point, or lot line.

Access.

“Access” means the place, or way, by which pedestrians and vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by zoning regulations. (Ord. 822 §1, 1989)

Accessory Building.

“Accessory building” means 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. (Ord. 1051 §2, 2003; Ord. 822 §1, 1989)

Accessory Dwelling Unit.

“Accessory dwelling unit” means an attached or a detached residential dwelling unit which 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 multifamily dwelling is or will be situated. An accessory dwelling unit may be attached to, or located within, an attached garage, storage area, or accessory structure. An accessory dwelling unit also includes the following:

- A. An efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code.
- B. A manufactured home, as defined in Section 18007 of the California Health and Safety Code.

Accessory Structure.

“Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.

Accessory Use.

“Accessory use” means a use incidental, appropriate, subordinate and devoted exclusively to the main use of the lot or building. Notwithstanding the foregoing, the use of a building as a second unit shall not constitute an “accessory use.” (Ord. 1051 §3, 2003; Ord. 822 §1, 1989)

Acreage, Gross.

“Gross acreage” means the total land area within the lot lines of a parcel of land before the deduction of areas for public rights-of-way, easements, public parks, public school sites and any areas to be dedicated or reserved for public use are deducted from such lot or parcel and does not include adjacent lands already dedicated for such purposes.

Acreage, Net.

“Net acreage” means the area within the lot lines of a parcel of land after all deductions are made. Deductions include public rights-of-way, public parks, public school sites, and any easement constituting impairment of the fee.

Addition.

“Addition” means a structure added to the original structure after completion of the original structure.

Adjacent.

“Adjacent” means lying near or close to within one hundred (100) feet, including across a street or alley.

Adult.

“Adult” means persons eighteen years of age or older. (Ord. 822 §1, 1989)

Adult Care Facility.

“Adult care facility” means any facility licensed by the State and/or County that provides nonmedical care to persons eighteen (18) years of age or older in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty-four (24) hour basis.

Affordable Housing.

“Affordable housing” means housing for which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities. “Affordable Housing” includes the following terms:

- A. Adjusted for household size appropriate for the unit. A household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.
- B. Affordable. means dwelling units offered at affordable rent or at an affordable sales price.
- C. Affordable Housing Cost. Has the same meaning as set forth in the California Health and Safety Code Section 50052.5, or any successor statute or regulation. This term means the total housing cost paid by a qualifying household, which shall not exceed a specified fraction of their gross income, adjusted for household size appropriate for the unit as follows:

1. Very Low Income Households. No more than thirty (30) percent of fifty (50) percent of the Los Angeles County median income.
2. Low Income Households. Thirty (30) percent of seventy (70) percent of the Los Angeles County median income.
3. Moderate Income Households. No less than twenty-eight (28) percent and no more than thirty-five (35) percent of one hundred ten (110) percent of the Los Angeles County median income.

Affordable Rent.

“Affordable rent” means monthly housing expenses, including a reasonable allowance for utilities, for rental target units reserved for very low, lower, or moderate-income households, not exceeding the following:

- A. Very Low Income. 30% to 50% of local area median income (AMI).
- B. Lower Income. 50% to 80% of AMI; the term may also be used to mean 0% to 80% of AMI.
- C. Moderate Income. 80% to 120% of AMI.

Affordable Sales Price.

“Affordable sales price” means a sales price at which very low, lower, or moderate-income households can qualify for the purchase of target units, calculated in accordance with California Health and Safety Code Section 50052.5 and the regulations adopted by the California Department of Housing and Community Development pursuant to that section.

Affordable Senior Housing Development.

“Affordable senior housing development” means a residential development developed, substantially rehabilitated, or substantially renovated for senior citizens that meet the physical and social needs of senior citizens as defined in California Civil Code Section 51.2, and in which all of the residential units are for lower income households or at least forty (40) percent of the total units of a mixed affordable senior housing development are for less than moderate income households and the property owner agrees to continue the affordability of all such lower income units for at least fifty-five (55) years.

Alcoholic Beverage Control License.

“Alcoholic beverage control license” means a license issued by the California Department of Alcohol Beverage Control for businesses selling, purchasing, importing, exporting, or conducting business with alcohol beverages which necessitates an ABC license.

Alley.

“Alley” means a public way, other than a street or highway, permanently reserved as a primary or secondary means of vehicle access to adjoining property. (Ord. 822 §1, 1989)

Alteration.

“Alteration” means any exterior change or modification, through public or private action, of any landmark or of any property located within an historic district, including, but not limited to, exterior changes to or modification of structure, architectural details or visual characteristics such as paint, color and surface texture, grading, surface paving, features, disturbance of archaeological sites or areas, and the placement or removal of any exterior objects such as signs, plaques, light fixtures, street furniture,

walls, fences, steps, plantings and landscape accessories affecting the exterior visual qualities of the property.

Alternative Transportation.

“Alternative transportation” means the use of modes of transportation other than single-passenger motor vehicle, including, but not limited to, carpools, vanpools, buspools, public transit, walking and bicycling.

Amateur Radio Station Antenna.

“Amateur radio station antenna” means any antenna, and its accompanying support structure, that is used solely for the purpose of transmitting and receiving radio signals in connection with the operation of an amateur radio station in accordance with licenses issued by the FCC.

Amendment.

“Amendment” means a change in the wording, content or substance of this title or an addition or deletion or a change in the zone boundaries or classifications upon the zoning map, when adopted by ordinance passed by the city council in the manner prescribed by law. (Ord. 822 §1, 1989)

Ancillary.

“Ancillary” means the same as “accessory use.” (Ord. 822 §1, 1989)

Animal Shelter.

“Animal shelter” means a facility operated for the purposes of impounding, harboring, selling, placing and retrieving seized, strayed, distressed, homeless, abandoned or unwanted animals. May include incidental activities including vaccination, training classes, spay/neuter services, and boarding services.

Antenna or Antenna Array, or Wireless Telecommunications Antenna Array.

“Antenna,” “antenna array,” or “wireless telecommunications antenna array” means one or more rods, poles, panels, discs, or similar devices used for the transmission or reception of radio frequency signals, which may include the omni-directional antennas (whip), directional antennas (panel), and parabolic antennas (disc), but excluding any support structure as defined below.

Antenna Support.

“Antenna support” means any pole, telescoping mast, tower, tripod or any other structure that supports a wireless communication facility.

Anti-Drain Valve/Check Valve.

“Anti-drain valve/check valve” means a valve located under a sprinkler head to hold water in the system so it minimizes drainage from the lower elevation sprinkler heads.

Animal Hospital.

“Animal hospital” means a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. The use of the premises as a kennel or a place where animals or pets are boarded for remuneration is not permitted.

Animal Sales and Services.

“Animal sales and services” includes the following terms:

- A. "Animal boarding" means the provision of shelter and care for animals or pets on a commercial basis including activities (e.g., feeding, exercising, grooming, and incidental medical care).
- B. "Animal grooming" means the provision of bathing and trimming services for animals or pets on a commercial basis. These uses include boarding of domestic animals for a maximum period of forty-eight (48) hours.
- C. "Animals, retail sales" means the retail sales and boarding of animals or pets within an entirely enclosed building. These uses include grooming, if incidental to the retail use, and boarding of animals not offered for sale for a maximum of forty-eight (48) hours.

Apartment Hotel.

"Apartment hotel" means a building, or portion thereof, designed for or containing both individual guest rooms or suites of rooms and dwelling units. (Ord. 822 §1, 1989)

Apartment House.

"Apartment house" means the same as "dwelling, multiple." (Ord. 822 §1, 1989)

Appeal.

"Appeal" means a request by an interested party for a de novo review of a decision.

Applicant.

"Applicant" means a person who has applied for a building permit, business license, variance, conditional use permit, code amendment, certificate of zoning compliance, site plan review, or other permit or license issued by the City.

Architectural Board of Review.

"Architectural board of review" means the planning commission, which is authorized to act as the designated architectural board of review.

Architectural Feature.

"Architectural Feature" means any portion of the outer surface of a structure, including the kind, color and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, awnings, canopies, screens, sculptures, decoration, roof shape and materials, and other fixtures appurtenant to a structure.

Architectural Projection.

"Architectural projection" means a building feature that is mounted on, and/or extends from the surface of the building wall or façade, typically above ground level. Examples of architectural projections include balconies, bay windows, lighting fixtures, a marquee, porch, canopy or similar projection of a building.

Area, Bar.

"Bar area" means an area accessible to the public used for preparing and serving alcoholic beverages, which may also be used for preparing and serving nonalcoholic beverages. Bar area shall include any seating area where tables and chairs are devoted to serving or consuming these beverages.

Area, Dining.

"Dining area" means the seating area including aisles within a restaurant, fast-food, or formula fast-food restaurant where food and beverages are served. This includes any outdoor area not located on the sidewalk.

Area, Seating.

“Seating area” means an area that is part of a restaurant that includes tables and chairs that are movable or where seats are bolted or otherwise fixed and immovable or an area of a religious facility that does not have permanent seats that are used for religious worship.

Attendant/Valet Parking.

“Attendant/valet parking” means the receiving, parking, and delivering of motor vehicles upon any premises solely by an employee of the owner or occupant of the premises as a service to those desiring to park on such premises.

Attic.

“Attic” means an unfinished space between the top floor of a structure and the roof. The attic shall only be used for storage or to contain mechanical equipment.

Authorized Agent.

“Authorized agent” means anyone who has actual or ostensible authority to speak for or make presentations on behalf of the owner of any property. An authorized agent shall be responsible for any information or data which he or she presents to the city. (Ord. 822 §1, 1989)

Automated Teller Machine.

“Automated Teller Machine” means a pedestrian-oriented machine used by patrons for conducting transactions including deposits, fund transfers, and withdrawals without contact with financial institution personnel. The machines may be located at or within a bank, or in other locations.

Automatic Controller.

“Automatic controller” means a mechanical or solid state timer, capable of operating valve stations to set the days and length of time of a water application.

Automobile and Trailer Sales Lot.

“Automobile and trailer sales lot” means an open area used for the display, sales, or rental of new or used automobiles and trailer coaches, but where no repair, repainting or remodeling is done. (Ord. 822 §1, 1989)

Automobile Dismantling Yard.

“Automobile dismantling yard” means any lot or any portion of a lot used for the dismantling or wrecking of automobiles or other motor vehicles or trailers, or for the storage, sale, keeping for sale, or dumping of dismantled, partly dismantled, obsolete or wrecked motor vehicles or their parts, as a business, hobby or otherwise, other than the sale of used car parts within an enclosed building where no dumping is permitted. The presence on any lot or parcel of land of four or more motor vehicles which, for a period exceeding thirty days, have not been capable of being operated under their own power, and from which parts have been or are to be removed for reuse or sale, shall constitute prima facie evidence that such lot or portion thereof is an automobile dismantling yard. (Ord. 822 §1, 1989)

Automobile Impound Yard.

“Automobile impound yard” means any lot or parcel of land used for the storage of any motor vehicle which has been impounded under court order or any state law. An automobile impounding yard shall not include the dismantling, reuse or sale of motor vehicles or their parts. (Ord. 822 §1, 1989)

Automobile Parking Space.

“Automobile parking space” means a space within a building, designated area other than a street or an alley, or a lot reserved for the parking or temporary storage of an automobile and includes adequate provision for ingress and egress by an automobile of standard size. (Ord. 822 §1, 1989)

Automobile Repair.

“Automobile Repair” means the general repair of automobiles, including mechanical repairs, oil changes, tune-ups, upholstery and installation of tires, batteries and accessories, including the repair of trucks less than one ton capacity. Includes body work and painting so long as activities are conducted entirely within an enclosed building.

Automobile Repair Garage.

“Automobile repair garage” means a building, other than a private garage, used for the care, repair or equipment of automobiles or where such vehicles are parked or stored for remuneration, hire or sale. (Ord. 822 §1, 1989)

Automobile Salvage/Wrecking.

“Automobile Salvage/Wrecking” means the dismantling or wrecking of one or more used motor vehicles or trailers, or storage, sale or dumping of one or more dismantled or partially dismantled, obsolete or wrecked vehicles or their parts.

Automobile Service Station.

“Automobile service station” means any building or premises used primarily for the retail sale of gasoline and lubricants. (Ord. 985 §1, 1997; Ord. 822 §1, 1989)

Automobile Storage of Nonoperating Vehicles.

“Automobile storage of nonoperating vehicles” means the presence on any lot or parcel of land of one or more motor vehicles which for a period exceeding thirty days have not been capable of operating under their own power, and from which no parts have been or are to be removed for reuse or sale, shall constitute prima facie evidence of the storage of nonoperating motor vehicles. The storage of nonoperating motor vehicles shall not include automobile wrecking. (Ord. 822 §1, 1989)

Automobile Trailer.

“Automobile trailer” means a vehicle with or without motive power, designed and constructed to travel on public thoroughfares or designed to be used for human habitation or for carrying persons or property or both including but not limited to trailer coaches, mobile homes, campers, and similar vehicles. (Ord. 822 §1, 1989)

Awning.

“Awning” means a permanent or temporary structure attached to and wholly supported by a building and installed over or in front of openings or windows, and consisting of a fixed or movable frame, and covered in canvas or other similar material.

Backflow Prevention Device.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

Balcony.

“Balcony” means an unenclosed area either recessed or projected from the walls of a building. Balconies are thirty (30) inches or more above grade, are attached to and supported primarily by the exterior wall of the building, are accessible from the building’s interior, and are unclosed on one (1) or more sides except for a railing or parapet that is not greater than 60 inches high. A balcony is not an accessory structure.

Bank.

“Bank” means a financial institution including savings and loan or credit union that provides retail banking services to individuals and businesses.

Banners, Advertising.

“Advertising banners” means advertising devices made from thin cloth, plastic, paper, or other similar material which carry printed advertising copy used out of doors by commercial and industrial businesses, schools, and churches to advertise special events and limited-time offers only. (Ord. 1039 §1, 2002)

Banner, Flag, or Pennant.

“Banner, flag, or “pennant” means any cloth bunting, paper, plastic, or similar material used for advertising purposes which is attached to, or appended on or from any structure, staff, pole, line, framing, or vehicle. Flags referred to herein, when the flag is of a nation or of the state of California, or other state, and is displayed as such in an appropriate manner, shall be excepted from these regulations.

Bar, Beer.

“Beer bar” means any establishment which is regularly used and kept open for, and is in the business of serving, for monetary compensation, various alcoholic beverages, other than distilled spirits, to patrons comprised of the general public, and no food other than snack food such as peanuts, popcorn and pretzels are served. Live entertainment is not provided nor allowed. (Ord. 1009 §1, 1999)

Bar, Tavern, or Cocktail Lounge, full service.

“Full Service Bar, Tavern, or Cocktail Lounge” means any establishment which is regularly used and kept open for, and in the business of serving, for monetary compensation, alcoholic beverages, including distilled spirits, to patrons comprised of the general public, and no food other than snack food such as peanuts, popcorn and pretzels are served. Live entertainment is not provided nor allowed. (Ord. 1009 §2, 1999)

Basement.

“Basement” means one or more stories wholly or partly underground. A basement shall be counted as a story for the purpose of height measurement if:

- A. Over five feet of its height is above the average level of the adjoining ground; or
- B. Uses conducted therein are chargeable for parking. (Ord. 822 §1, 1989)

Bedroom.

“Bedroom” means any separate room normally used for sleeping purposes, whether designated as a bedroom or den, study, library, bonus room, media room, or other similar term, specifically excluding, without limitations, dining room, living room, kitchen, hall, closet, powder room, pantry, kitchen nook, garage, and bathroom.

Beverage Lounge.

“Beverage lounge” means any establishment including, but not limited to, coffee houses, tea houses, juice bars and any similar establishment which, as its principal business, sells, offers for sale, or provides to patrons, nonalcoholic beverages for consumption on, or within the premises with or without live entertainment, and is not a donut shop, ice cream parlor, bakery, delicatessen, or full-service or fast-food restaurant or similar establishment. (Ord. 918 §1, 1992)

Billboard.

“Billboard” means the same as “off-site sign.” (Ord. 822 §1, 1989)

Billiard Parlor.

“Billiard parlor” means any place of business where any of several games are played on a table by driving small balls against one another or into pockets with a cue. Such place of business may include, as an accessory use, any mechanical amusement device not otherwise prohibited by this code.

Block.

“Block” means all property fronting upon one side of the street between intersecting and/or intercepting streets, or between a street and a right-of-way, waterway, dead-end of a street, or city boundary. An intercepting street shall determine only the boundary of the block on the side of the street which it intercepts. (Ord. 822 §1, 1989)

Boarding Home.

“Boarding home” means the same as a “foster home.” (Ord. 822 §1, 1989)

Boarding or Rooming House.

“Boarding” or “rooming house” means a building containing a single dwelling unit and not more than ten guest rooms where lodging is provided with or without meals, for compensation. A boarding or rooming house shall not include rest homes, nursing homes, boarding homes, or homes for the aged. (Ord. 822 §1, 1989)

Body Art.

“Body art” means body piercing, tattooing, branding, or application of permanent cosmetics as each of these terms are defined in California Business and Professions Code Section 119301, and as that section may be amended from time to time.

Building.

“Building” means a permanently located structure having a roof supported by walls or columns; provided, however, that no form of tent or vehicle shall be considered a building. Where this title requires that a use shall be entirely enclosed within a building, it must meet the qualifications of the definition of Chapter 17.02. (Ord. 822 §1, 1989)

Building Code.

"Building code" means the Building Code of the city. (Ord. 822 §1, 1989)

Building, Completely Enclosed.

"Completely enclosed building" means a building enclosed by a permanent roof and on all sides by solid exterior walls pierced only by windows and customary entrance and exit doors. (Ord. 822 §1, 1989)

Building Frontage.

"Building frontage" means the primary wall of a building or buildings facing a private or public street (not including freeways). Buildings facing more than one street have multiple frontages. In cases where there is no frontage on a public or private street, building frontage for signing purposes shall be the building face containing the principal entrance to the structure.

Building Height.

"Building height" means the vertical distance measured from the adjoining curb level to the highest point of the building, exclusive of chimneys and ventilators and other exceptions to the building height permitted by these regulations; provided, however, that where buildings are set back from the street line, the height shall be measured from the average elevation of the finished grade at the front of the building. (Ord. 822 §1, 1989)

Building, Main.

"Main building" means a building in which is conducted the principal use permitted upon the lot upon which it is situated.

Building Site.

"Building site" means a land area consisting of one (1) or more parcels of land under common ownership or control, including all yards, parking spaces, and other open spaces required by this chapter.

Buspool.

"Buspool" means a vehicle carrying sixteen or more passengers commuting on a regular basis to and from work with a fixed route and according to a fixed schedule.

California Environmental Quality Act.

"California Environmental Quality Act" hereafter referred to as CEQA, Public Resources Code Section 21000 et seq., is a statute that requires all jurisdiction in the state of California to evaluate the extent of environmental degradation posed by proposed development.

Caretaker's Residence.

"Caretaker's residence" means a dwelling unit located on the premises of an enterprise where the principal use is other than residential, and which is occupied by a person who is the owner, proprietor, manager, watch guard, or is otherwise at times in charge of such enterprise.

Carpool.

"Carpool" means a vehicle carrying two to six passengers commuting together to and from work on a regular basis.

Carport.

"Carport" means a permanently roofed structure with not more than three enclosed sides, used for automobile shelter and storage. (Ord. 822 §1, 1989)

Car Wash.

“Car wash” means a building and related facilities for the primary purpose of washing automobiles.

Catering Service.

“Catering service” means a business in which the primary function is to prepare food for distribution off the premises. It shall not include a business in which the primary function is the sale of individual meals or portions thereof on the premises.

Catering Trailer.

“Catering trailer” means a vehicle equipped to prepare food to be sold directly from such vehicles transported by a motorized vehicle.

Catering Truck.

“Catering truck” means a motorized vehicle equipped to transport and prepare food to be sold directly from such vehicles.

Catering Vehicle.

“Catering vehicle” means a catering truck or catering trailer as defined herein.

Cellar.

“Cellar” means that portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling. For the purposes of this code, a cellar shall not be counted as a story, unless it is used as habitable space.

Charitable Institution.

“Charitable institution” means a nonprofit or philanthropic organization that provides a service beneficial to the general public or to a significant portion of the public for no fee or at a fee recognized as being less than that charged by profit-making organizations.

Check Cashing.

“Check cashing” means a commercial land use that generally includes some or all of a variety of financial services including cashing of checks, warrants, drafts, money orders, or other commercial paper serving the same purpose; deferred deposit of personal checks whereby the check casher refrains from depositing a personal check written by a customer until a specific date; money transfers; payday advances or payday loans; issuance of money orders; and similar uses. Check cashing does not include a state or Federally chartered bank, savings association, credit union, or industrial loan company. Check cashing also does not include a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cashes checks or issues money orders for a fee as a service to its customers that is incidental to its main purpose or business.

City.

“City” means the city of South El Monte as the same now exists or may hereafter exist. (Ord. 822 §1, 1989)

City Council.

“City council” means the city council of the city of South El Monte. (Ord. 822 §1, 1989)

Clinic, Dental or Medical.

“Dental or medical clinic” means a building or group of buildings which a group of physicians, and/or dentists and professional assistants allied therewith are associated for the purpose of carrying on their profession and providing group medical services. The clinic may include a dental or medical laboratory but shall not include in-patient care or operating rooms for major surgery. (Ord. 822 §1, 1989)

Clinical Service.

“Clinical Service” means an establishment which provides physical and mental health services on an individual, out-patient basis. The services may be of preventative, diagnostic, treatment, therapeutic, rehabilitative or counseling nature, but do not include group counseling services. Typical uses would include, but not be limited to, medical and health clinics, chiropractic/physical therapy clinics, individual counseling services and emergency/urgent care centers.

Club.

“Club” means a nonprofit association of persons, whether incorporated or unincorporated, for some common purpose, but not including groups organized primarily to render a service customarily carried out as a business.

Club House.

“Club house” means the building or group of buildings of an association of persons (whether incorporated) for the promotion of some nonprofit common interest and holding meetings or functions periodically which are limited to members and guests. It does not include groups organized primarily to render a service which is customarily carried on as a business. (Ord. 822 §1, 1989)

Co-location.

“Co-location” means the use of a common wireless telecommunications antenna facility, or a common site, by two or more providers of wireless telecommunications services, or by one provider of wireless telecommunications services for more than one type of telecommunications technology.

Collection Facility.

“Collection facility” means a center for the acceptance by donation, redemption or purchase of recyclable materials from the public. A collection facility may include reverse vending machines, mobile collection facilities, kiosk type units, unattended containers and other small collection facilities which occupy an area of not more than five hundred (500) square feet. Materials may be accepted for compensation or as donations and are intended for transfer to a larger facility for processing. A collection facility is intended for day-to-day collection of materials and does not include power-driven processing equipment. A group of seven or less reverse vending machines shall be considered a small collection facility.

Commercial Recreation.

“Commercial recreation” means any use or development, either public or private, providing amusement, pleasure or sport, diversion, exercises, or other resource affording relaxation and enjoyment. Typical uses may include, but are not limited to: theaters, sports stadiums and arenas, amusement parks, bowling alleys, billiard parlors, bingo parlors, golf courses, miniature golf, ice/roller skating rinks, model courses, shooting galleries, tennis and racquetball courts, amusement centers or arcades, dance studios, health and fitness clubs, batting cages, boxing gyms, and facilities equipped and use for sports training

and conditioning. Excludes adult entertainment facilities, martial arts facilities, and massage therapy establishments.

Concession.

“Concession” means the same as “Incentive.”

Conditional Use.

“Conditional use” means a land use which is not permitted by right, but which may be appropriate in a given zoning district subject to conditions of approval. Generally, conditional uses are those that have the potential for particularly sensitive, objectionable operating characteristics, or appearance, which may be out of character in a particular zone; of which may make those uses suitable or unsuitable for a particular site or location. The use may occur only upon approval of a conditional use permit pursuant to the procedures established in Chapter 17.03.

Contractor’s Equipment Yard.

“Contractor’s equipment yard” means any facility, building or premises used for the conduct of a business involved primarily with the rendition of contractor’s services and the use or storage of trucks, trailers, semi-trailers, cranes, hoists, storage tanks, large timbers or beams, or similar equipment or the storage of construction or maintenance materials or supplies, but excluding any such equipment or materials when used as an incidental to a primary use lawfully conducted on the premises and stored thereon in accordance with all applicable provisions of this title. (Ord. 822 §1, 1989)

Convalescent Home.

“Convalescent home” means the same as “rest home.” (Ord. 822 §1, 1989)

Coordinated Entry System.

“Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to 576.400(d) or Section 578.7(a)(8), designed to coordinate program participant intake, assessment, and referrals designated to coordinated program participant intake, assessment, and referrals.

County.

“County” means the county of Los Angeles. (Ord. 822 §1, 1989)

Curb Level.

“Curb Level” means the top level of the established street curb in front of the building measured at the center of such building frontage. Where no curb has been established, the City Engineer shall establish such curb level, or its equivalent, for the purposes of this chapter.

Cultural Institution.

“Cultural institution” means institutions displaying or preserving objects of interest in one (1) or more of the arts or sciences. This classification generally includes libraries, museums and art galleries where displayed objects are not intended for sale. Eating and drinking establishments can be incidental to the operation of public recreational facilities or cultural institutions; no drive-through facilities allowed; sale of alcoholic beverages requires a CUP.

Dancing, Public.

“Public dancing” means any occurrence of dancing or dance movements by persons other than professional or amateur performers when such dancing occurs in any bar, tavern, restaurant, or

nightclub. Any occurrence of dancing or dance movements by professional or amateur performers for the entertainment of the patrons of any bar, tavern, restaurant, or nightclub as defined in this chapter shall be deemed “entertainment, live” as defined by Chapter 17.02 of these regulations. These regulations shall not apply to any duly licensed public or private school providing dance instruction to students. (Ord. 1009 §7, 1999)

Day Care Facility.

“Day care facility” means a location where children less than eighteen years of age are given care, protection, and supervision in the care giver’s home for periods of less than twenty-four hours per day, while the parents or guardians are away. (Ord. 822 §1, 1989)

Day Spa.

“Day spa” means a commercial establishment, other than an adult business or adult use, which specializes in the full complement of beauty, health, or therapeutic treatments, including, but not limited to, body wraps, facials, pedicures, make-up, hairstyling, nutrition, exercise, water treatments and massage therapy which is open primarily during normal daytime business hours and without provisions for overnight accommodations.

Decorative Masonry Wall.

“Decorative Masonry Wall” means a masonry wall incorporating architectural relief from a flat surface.

Density.

“Density” means residential dwelling units per net acre.

Density Bonus.

“Density bonus” means an increase in the number of dwelling units over the otherwise maximum allowable residential density as established in the Land Use Element of the City of South El Monte General Plan in accordance with State law and this chapter.

Density Bonus Housing Agreement.

“Density bonus housing agreement” means a legally binding agreement between a developer of a housing development and the city, which ensures that the requirements in Chapter 17.02 and Chapter 17.13 and the State Density Bonus Law are satisfied. The agreement shall establish, among other things, the number of target units, their size, location, terms and conditions of affordability, and production schedule.

Density Bonus Units.

“Density bonus units” means those residential units granted pursuant to the provisions of Chapter 17.02 and Chapter 17.13 that exceed the maximum residential density for the development site.

Density, Gross.

“Gross density” means the number of dwelling units per gross acre of land.

Density, Net.

“Net density” means the number of dwelling units per net acre of land.

Designated Site.

“Designated site” means a parcel or part thereof on which a landmark is situated, and any abutting parcel or part thereof constituting part of the premises on which the landmark is situated, and which has been designated a historic site.

Developer.

“Developer” means the person(s), partnership(s), corporation(s) or agency(ies) responsible for the planning design and construction of an applicable development project.

Development.

“Development” means any manmade change to improve unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

Development Agreement.

“Development agreement” means an agreement entered into between the City and a developer pursuant to California Government Code Section 65864.

Discretionary Approval.

“Discretionary approval” means a decision in which the approving entity or person can use their judgment in deciding whether and how to carry out or approve a project.

Dormitory.

“Dormitory” means a building containing rooms designed, intended, or occupied as sleeping quarters for two or more persons. (Ord. 822 §1, 1989)

Driveway.

“Driveway” means:

- A. On private property, the required paved access way from the street property line to any garage, carport, parking or loading space, or an approved auxiliary parking area; and
- B. In the public right-of-way, the driveway approach is a required paved access way from the curb line to the street property line.

Drought Tolerant Plant Material.

“Drought tolerant plant material” means those plants that tolerate heavy clay to sandy soils with use of limited supplemental water. Said plants are able to thrive with deep, infrequent watering once their root systems are established (three to twelve [12] month average time period). Plants include those that naturally grow in areas of limited natural water supply (native and non-native plant species) and are adaptable to weather and soil conditions prevalent in the City.

Duplex.

“Duplex” means the same as “dwelling, two-family.” (Ord. 822 §1, 1989)

Dwelling.

“Dwelling” means a building or portion thereof, designed exclusively for residential occupancy, including one-family, two-family, and multiple dwellings, but not including hotels, boarding or rooming-houses, or dormitories. (Ord. 822 §1, 1989)

Dwelling, Residential Condominium.

“Residential condominium” means 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. A residential condominium may include, in addition, a separate interest in other portions of such real property. Such estate may, with respect to the duration of its enjoyment, be either: (1) an estate of inheritance or perpetual estate; (2) an estate for life; or (3) an estate for years, such as a leasehold or subleasehold. A residential condominium is a unique land use which has many similarities to the ownership of a single-family dwelling, except that it is usually marked by higher densities, contiguity of living units, and the aforementioned common interest in the parcel of real property on which it is situated.

Dwelling, Residential Condominium Common Area.

“Residential condominium common area” or “common area” means the entire project excepting all units granted or reserved.

Dwelling, Residential Condominium Documents or Condominium Documents.

“Residential condominium documents” or “condominium documents” means the declaration of covenants, conditions, and restrictions (the “declaration”), the description of project elements, the condominium plan establishing a plan for residential condominium ownership and the articles of incorporation and bylaws of the association of the owners.

Dwelling, Residential Condominium Owner.

“Residential condominium owner” means the owner of a residential condominium.

Dwelling, Residential Condominium Project.

“Residential condominium project” means the entire parcel of real property divided into condominiums including all structures located on or to be located on such real property.

Dwelling, Residential Condominium Unit.

“Residential condominium unit” means the elements of a residential condominium which are not owned in common with the owners of other condominiums in the project. (Ord. 822 §1, 1989)

Dwelling, Multiple.

“Multiple dwelling” means 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. (Ord. 822 §1, 1989)

Dwelling, Single-Family.

“Single-family dwelling” means a detached building designed or used exclusively for occupancy by one family and having a kitchen facility for only one family and may include housing types described in California Government Code Section 65852. (Ord. 822 §1, 1989)

Dwelling, Two-family.

“Two-family dwelling” means a building designed or used exclusively for the occupancy by two households, living independently of each other and having separate kitchen facilities for each family and containing two (2) attached dwelling units, excludes accessory dwelling units. The term “two-family dwelling” shall include the term “duplex.” (Ord. 822 §1, 1929)

Dwelling, Multiple-Family.

“Multiple-family dwelling” means a building that contains three (3) or more dwelling units that share common walls or floor/ceilings. The land under the buildings or units is not divided into separate lots. The units may have separate or joint entrance, and typically have common parking and open space areas.

Dwelling, Townhouse.

“Townhouse dwelling” means an arrangement of single-family dwellings, joined by common walls on not more than two (2) sides, with the uppermost story being a portion of the same dwelling located directly beneath at the grade of the first floor level, and having exclusive individual ownership and occupant rights of each dwelling unit, including, but not limited to, the land area directly beneath such dwelling.

Dwelling, Triplex.

“Triplex dwelling” means the whole of a dwelling that is divided horizontally and/or vertically into three (3) separate dwelling units each of which has an independent entrance either directly from the outside or through a common entrance.

Dwelling unit.

“Dwelling unit” means a permanent non-commercial structure or portion thereof, including manufactured structures, designed, or used as a residence providing complete, independent living facilities for one household containing one or more rooms with living, sleeping, eating, kitchen and sanitation facilities.

Easement.

“Easement” means a grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation, or another person or entity.

Eave.

“Eave” means the projecting lower edge of a roof overhanging the wall of a building.

Ecological Restoration Project.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

Efficiency Unit.

“Efficiency unit” means a separate living space with a minimum floor area of one hundred fifty square feet which contains partial kitchen or bathroom facilities. (Ord. 1051 §4, 2003)

Electric Vehicle Charging Station or Charging Station.

“Electric vehicle charging station or charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with article 625 of the California Electrical Code and delivers electricity from a source outside an electric vehicle into a plug-in vehicle.

Electronic Submittal.

“Electronic submittal” means the utilization of one or more of either electronic mail, the internet, or facsimile.

Elevation.

“Elevation” means a flat scale drawing of the front, rear or side of a building or structure.

Emergency Shelter.

“Emergency shelter” means housing with minimal supportive services that is designed for and occupied by homeless persons for no more than six-months in a consecutive twelve-month period. Emergency Housing shall have the same meaning as defined and used in Section 50801(e) of the California Health and Safety Code.

Emitter.

“Emitter” means drip irrigation fittings that deliver water slowly from the system to the soil.

Employee Parking Area.

“Employee parking area” means the portion of total required parking for a development for the use by on-site employees.

Enclosed.

“Enclosed” means a covered space fully surrounded by walls, including windows, doors, and similar openings or architectural features.

Entertainment.

“Entertainment” means activities which are open to the members of the public with or without charge and any of the following:

- A. Any act, play, review, pantomime, scene, dance, dance act, or song and dance act performed or participated in by one or more persons, whether or not such person or persons are compensated for such performance; excepting from this subsection instrumental music, with or without vocal accompaniment, as an accessory use to a use otherwise permitted in the respective zone;
- B. Any theatrical performance, whether live, on film, on television, in pantomime or in silhouette in a theater, concert hall or similar establishment which is primarily devoted to theatrical performances;
- C. Karaoke uses which shall mean a use whereby an amateur or amateurs perform and/or participate in a song act without compensation when accompanied by audio and/or visual devices. Karaoke uses shall be permitted only when conducted as an accessory use to a bona fide restaurant/bar.

Entertainment, Live.

“Live entertainment” means any performance by any person or animal that takes place within or upon the premises of any business for the purpose of entertaining the patrons of said business. (Ord. 918 §4, 1992)

Environmental.

“Environmental” includes the following:

- A. “California Environmental Quality Act (CEQA)” means the State law contained in the California Public Resources Code, Section 2100 et seq.
- B. “Environmental Impact Report (EIR)” means a detailed statement prepared under CEQA describing and analyzing the significant environmental effects of a project and discussing ways to mitigate or avoid the effects. The contents of an EIR are discussed in CEQA Guidelines Article 9,

commencing with Section 15120. The term “EIR” may mean either a draft or a final EIR depending on the context.

- C. “Exemption” means an action that is not subject to CEQA. This exempt status may be documented with a Notice of Exemption (NOE).
- D. “Initial Study (IS)” means a preliminary analysis of the environmental effects of a proposed action used to determine whether an EIR, Subsequent EIR, Supplemental EIR, Addendum to an EIR, or a Negative Declaration (ND) must be prepared and used to identify the significant environmental effects to be analyzed. The Initial Study may also be used to streamline environmental review by determining that a previous EIR adequately analyzes the current proposed project or whether the project is part of a larger project, and a master, tiered, program, or focused EIR would be appropriate.
- E. “Mitigation” includes the following:
 - 1. Avoiding the impact altogether by not taking a certain action or parts of an action.
 - 2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
 - 3. Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.
 - 4. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
 - 5. Compensating for the impact by replacing or providing substitute resources or environments.
- F. “Negative Declaration (ND)” means a written statement briefly describing the reasons why a proposed project will not have a significant effect on the environment and why it does not require the preparation of an EIR. The accompanying Initial Study shall support the reasons.
- G. “Project” under CEQA means a project is the whole of an action that has the potential to result in either a direct physical change or a reasonably foreseeable indirect physical change in the environment.

Established Landscape.

“Established landscape” means the point at which plants in the landscape have developed roots into the soil adjacent to the root ball.

Establishment Period.

“Establishment period” means the first year after installing the plant in the landscape.

Expansion.

“Expansion” means, as applied to development, increasing the scope, volume, or size of an existing or proposed use, structure, parking, signage, etc.

Exterior Architectural Feature.

“Exterior architectural feature” means the architectural elements embodying style, design, general arrangement, and components of all of the outer surface of a landmark, including, but not limited to, the kind, color and texture of the building materials and the type and style of all windows, doors, lights, signs, and other fixtures appurtenant to such landmark.

Façade.

“Façade” means the exterior wall of a building exposed to public view or that wall viewed by persons not within a building. The major width of any exterior elevation of a building, extending from the grade to the top of the parapet wall or eaves, that is parallel to a street property line.

Façade Mounted Antenna.

“Façade mounted antenna” means a wireless telecommunications facility mounted on to the façade of a building or structure.

Family.

“Family” means reasonable number of persons living together as a single housekeeping unit in a dwelling unit. Reasonable can be one or more persons, whether or not related by blood, marriage or adoption, sharing a dwelling unit in a living arrangement usually characterized by sharing living expenses, such as rent or mortgage payments, food costs and utilities, as well as maintaining a single lease or rental agreement for all members of the household and other similar characteristics indicative of a single household.

Family Care or Community Care Facility, General.

“General family care or community care facility” means any family home, group care facility or similar facility providing 24-hour non-medical services, supervision, or assistance essential for sustaining the activities of daily living for seven adults, children, or adults and children or more. Residential care facility includes shelters, board and care facilities, halfway houses, wards of the juvenile court and the like and excludes “Sober living facilities”

Family Care or Community Care Facility, Limited.

“Limited family care or community care facility” means a facility which 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:

- A. Such facilities shall be permitted only in dwelling units licensed by the state, county, or other jurisdiction so authorized;
- B. 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.
- C. That the use be so operated as not to constitute a public nuisance. (Ord. 822 §1, 1989)

Family Day Care Home.

“Family day care home” means a home that regularly provides care, protection, and supervision for fourteen (14) or fewer children, in the provider’s own dwelling, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away and is either a large family day care home or a small family day care home.

- A. Large family day care home means a home that provides family day care for nine (9) to fourteen (14) children, inclusive, including children under the age of ten (10) years who reside at the home.

- B. Small family day care home means a home that provides family day care for eight (8) or fewer children, inclusive, including children under the age of ten (10) years who reside at the home.

FCC.

“FCC” means the Federal Communications Commission.

Feasible Method to Satisfactorily Mitigate or Avoid the Specific Adverse Impact.

“Feasible method to satisfactorily mitigate or avoid the specific adverse impact” includes, but is not limited to, any cost-effective method, condition or mitigation imposed by the City on another similarly situated application in a prior successful application for a similar permit.

Flags, Advertising.

“Advertising flags” means advertising devices made from thin cloth, plastic, paper, or other similar material that do not carry printed advertising copy, but are used to attract the attention of potential customers to the specific location where the flags are displayed. The use of advertising flags shall be limited to businesses engaged in the outdoor sale of motor vehicles and watercraft. (Ord. 1039 §2, 2002)

Flood.

“Flood” means a temporary rise in a stream’s flow or stage that results in water overflowing its banks and inundating areas adjacent to the channel, or an unusual and rapid accumulation of runoff or surface waters from any source.

Floodproofing.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures including utility and sanitary facilities which would preclude the entry of water. Structural components shall have the capability of resisting hydrostatic and hydrodynamic loads and shall have the effect of buoyancy.

Floor Area Ratio (FAR).

“Floor Area Ratio (FAR)” means the gross floor area (all floors) of a building(s) on a lot divided by the lot area. Building elements included into the calculation include, but are not limited to, the main structure, the main dwelling, accessory structures, atriums, foyers, mezzanines and lofts, enclosed patios, and enclosed porches. Building elements such as garages, carports, open patios and open porches are not included into the calculation. A basement (where more than fifty percent (50%) of the volume of the room is below grade) is exempt from the requirements limiting the floor area ratio.

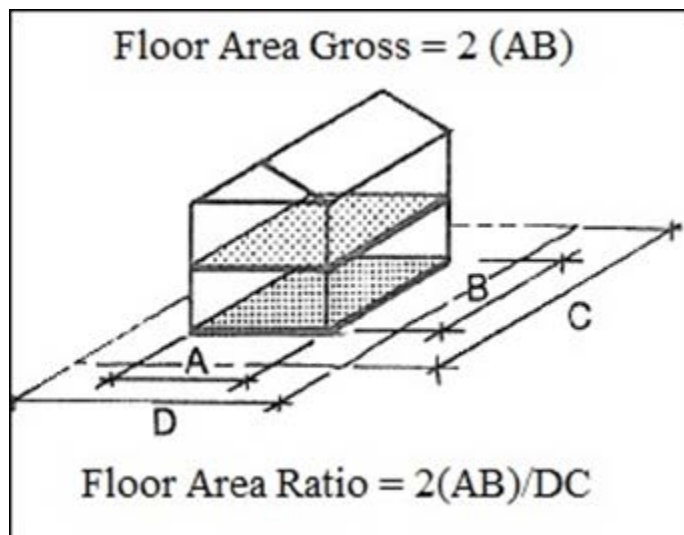
Floor Area, Gross.

“Gross floor area” means the horizontal space of habitable and non-habitual areas of all floors of all enclosed structures on the property measured from exterior wall to exterior wall including, but not limited to, the main structure, main dwelling structure, accessory buildings, accessory dwelling units, atriums, garages, foyers, enclosed patios, sheds, habitable attic space, basements, closets, utility rooms, mechanical rooms, elevator shafts, stairwells, and janitor rooms.

Floor Area, Net.

“Net floor area” means the gross floor area of a building or structure, minus elevator shafts, stairwells, floor area intended and designed for the parking of motor vehicles, interior balconies, and electrical and mechanical equipment rooms. “Net floor area” shall also exclude open interior pedestrian walkways,

lobbies, plazas and interior balconies, such as those found in enclosed shopping malls, office and hotel lobbies and atrium buildings, which exceed minimum code requirements for hallways and passageways.



Foster Home (seven or more children).

“Foster home (seven or more children)” means a group care facility licensed by the county welfare agency or by the state of California to provide care and supervision of children in a group setting. (Ord. 822 §1, 1989)

Foster Home (six or fewer children).

“Foster home (six or fewer children)” means a family size facility licensed by the county welfare agency to provide care and supervision of children in a family setting. (Ord. 822 §1, 1989)

Frontage.

“Frontage” means the distance measured along a front line adjoining a street or a side lot line on the street side of a corner lot. (Ord. 822 §1, 1989)

Garage, Private.

“Private garage” means an accessory building or an accessory portion of a main building not including carports, designed, or used only for the shelter or storage of operating motor vehicles owned or operated by the occupants of the main building. (Ord. 822 §1, 1989)

Garage, Public.

“Public garage” means any garage other than a private garage used only for the shelter or storage of operating motor vehicles, and/or for the care, repair, equipping, hire or sale of such vehicles. (Ord. 822 §1, 1989)

Garage Sale.

“Garage sale” means a garage, yard, patio, or similar type sale held in a residential zone for the purpose of disposing of personal property. (Ord. 889 §1, 1990)

Garage, Side Loaded.

“Side loaded garage” means a garage in which the door is perpendicular to the front property line and vehicular access requires a radius for maneuvering in and out of the structure.

General Plan.

“General Plan” means the General “Master” Plan of the City of South El Monte.

Government Code.

“Government Code” means the State of California Government Code.

Government or Public Facility.

“Government or public facility” means offices or uses established by any governmental or public entity which are established to provide direct service to the public at a particular location. Examples of public facilities and uses include, but are not limited to, the following:

- A. Department of Social Welfare;
- B. Department of Motor Vehicles;
- C. Department of Human Resources Development;
- D. Internal Revenue Service;
- E. Social Security Administration;
- F. Jails and similar detention facilities;
- G. Hospitals established and maintained by public entities;
- H. Courts.

Grade.

“Grade” means the average of the finished ground level at the center of all exterior walls of a building. In case the walls are parallel to and within five feet of a sidewalk, the aboveground level shall be measured at the sidewalk. (Ord. 822 §1, 1989). “Grade” as it relates to advertising signs means the level of the public sidewalk or curb closest to the sign unless otherwise provided in these regulations.

Grade, Existing.

“Existing grade” means the contour of the ground surface before grading.

Grade, Finished.

“Finished grade” means the completed paved or graded elevation of a lot.

Grade, Natural.

“Natural grade” means the elevation of the ground level in its natural state before grading.

Grade, Street.

“Street grade” means the elevation of the centerline of the street adjacent to the site proposed for development.

Grocery Store.

“Grocery store” means a retail establishment, of less than fifteen thousand (15,000) square feet, whose merchandise consists primarily of a variety of groceries, meats, dairy products, produce, liquor and other food products. Food service may occur as an accessory use, not occupying more than ten (10) percent of the entire square footage of the establishment. See “Supermarket.”

Ground Floor.

"Ground floor" means the lowest level within a building that is accessible from and within three feet above or two feet below the grade of the adjoining sidewalk. If a sloped site, the ground floor elevation is measured at the point of entry.

Guest Parking.

"Guest parking" means parking spaces provided with a residential unit for intermittent use by visitors.

Gunsmith or Armorer.

"Gunsmith" or "armorer" means a person who repairs, modifies, designs, or builds firearms. A gunsmith does factory level repairs, renovation (such as applying metal finishes), and makes modifications and alterations for special uses. Gunsmiths may also apply carvings, engravings and other decorative features to an otherwise finished gun. This occupation is different from an armorer. The armorer primarily maintains (disassembly, cleaning) weapons and limited repairs involving parts replacement and possibly work involving modifications to make the weapon more accurate. For the purposes of this Zoning Code, "gunsmith" will be considered to include "armorer."

Habitable Floor.

"Habitable floor" means any floor used for living which includes working, sleeping, eating, cooking or recreation or a combination thereof. A floor used only for storage purposes is not a habitable floor for the purpose of these regulations.

Habitable Room or Space.

"Habitable room or space" means a room or space in a structure for living, sleeping, eating and/or cooking.

Hardscape.

"Hardscape" means decorative elements that may be combined with landscaping to satisfy the landscaping requirements of this Zoning Code. Hardscape elements include, but are not limited to natural features such as rock, slate and stone and structural features such as art works, benches, fences, fountains, reflecting pools, screens, swimming pools, walls and crushed granite.

Hazardous Waste.

"Hazardous waste" means a waste, or combination of wastes, which because of its quantity, concentration, toxicity, corrosiveness, mutagenicity or flammability, or physical, chemical, or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Historic District.

"Historic district" means any area containing improvements which have a special historical or aesthetic interest or value, or which represents one or more architectural periods or styles of a distinct section of the city that has been designated a historic district.

Home Occupation.

"Home occupation" means 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. (Ord. 822 §1, 1989)

Hospital.

“Hospital” means any facility licensed by the State Department of Public Health specializing in providing clinical, temporary, or emergency services of a medical or surgical nature to patients or injured persons. (Ord. 822 §1, 1989)

Hotel.

“Hotel” means an establishment containing a minimum of fifty guest rooms or suites, designed, or used primarily for transient occupancy and for which no provision is made for cooking in any individual guest room or suite. A hotel usually provides meals for the public through an on-site restaurant and also provides for various personal services for the guests. Hotel facilities may include banquet and meeting rooms, restaurant, coffee shops, retail uses, and lobby and entertainment bars. (Ord. 822 §1, 1989)

Household.

See “Family.”

Household, Lower Income.

“Lower income household” means a household whose income does not exceed the lower income limits applicable to Los Angeles County, as published and periodically updated by the State Department of Housing and Community Development pursuant to California Health and Safety Code Section 50079.5.

Household, Low-Income.

“Low-income household” means a household whose gross income does not exceed 80 percent of the median income for Los Angeles County as determined annually by the U.S. Department of Housing and Urban Development.

Household, Moderate-Income.

“Moderate-income household” means a household whose income does not exceed the moderate-income limits applicable to Los Angeles County, as published and periodically updated by the State Department of Housing and Community Development pursuant to California Health and Safety Code Section 50093.

Household, Very low-Income.

“Very low-income household” means a household whose income does not exceed the very low-income limits applicable to Los Angeles County, as published and periodically updated by the State Department of Housing and Community Development pursuant to California Health and Safety Code Section 50105. (Ord. 1173 §1, 2014)

Housing Cost.

“Housing cost” means the sum of actual or projected monthly payments for all of the following associated with for-sale target units: principal and interest on a mortgage loan, including any loan insurance fees, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, home-owner association fees, and a reasonable allowance for utilities.

Housing Development.

“Housing development” means a construction project consisting of five or more residential units or lots, including single-family and multifamily units or lots.

Housing, Supportive.

“Supportive housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Hydrozone.

“Hydrozone” means a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or non-irrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a non-irrigated hydrozone.

Illumination, Direct.

“Direct illumination” means illumination by means of light that travels directly from its source to the viewer’s eye.

Illumination, Indirect.

“Indirect illumination” means illumination only by means of light cast upon an opaque surface from a concealed source.

Improvement.

“Improvement” means any building, structure, place parking facility, fence, gate, wall, work of art or other object constituting a physical betterment of real property, or any part of such betterment.

Incentive.

“Incentive” means a regulatory incentive or concession as defined in California Government Code Section 65915(k) that may include, but not be limited to, the reduction of site development standards or a modification of zoning code requirements, approval of mixed-use zoning in conjunction with the housing development, or any other regulatory incentive which would result in identifiable cost avoidance or reductions, that are offered in addition to a density bonus.

Inclusionary Requirement.

“Inclusionary requirement” means a requirement that a certain portion of residential units be affordable to a determined economic segment of the community.

Independent Exterior Access.

“Independent exterior access” means a door that provides independent access to an ADU and is located on the exterior façade of the ADU. Independent exterior access must comply with the minimum requirements of the Building Code.

Industrial Use.

“Industrial use” means the activities within land areas predominantly connected with manufacturing, assembly, processing, or storage of products.

Infiltration Rate.

"Infiltration rate" means the rate of water entry into the soil expressed as a depth of water per unit of time (inches per hour).

Inflatable Device, Advertising.

"Inflatable advertising device" means any device of any size and shape, inflated by air, hot air, gas, or any other substance, and is attached to the ground or anything on the ground, and is used to advertise any event, product, or service. (Ord. 1039 §3, 2002)

In Lieu Fee.

"In lieu fee" means a fee paid by a project sponsor in lieu of complying with a requirement of this Code and that is not a development impact fee governed by the Mitigation Fee Act.

Intensification of Use.

"Intensification of use" means an enlargement or alteration to an existing structure where an increase in required number of parking spaces is required or the change would result in additional vehicular trips, or change of use where the new use requires an increase in the number of required parking spaces or would result in additional vehicular trips.

Items of Information.

"Items of information" means words, designs, symbolic representations, or figures used in signing.

Junior Accessory Dwelling Unit (JADU).

"Junior accessory dwelling unit (JADU)" means a living unit not exceeding 500 square feet created out of existing space that is contained entirely within an existing or proposed single-family residence or an attached garage. A JADU must include a separate exterior entrance and an efficiency kitchen with a working refrigerator. A JADU may include separate sanitation facilities or may share sanitary facilities with a Single Family Dwelling. The property owner must reside in either the Single Family Dwelling or the JADU.

Junk.

"Junk" means any worn out, cast off, or discarded article or material which is ready for destruction or has been collected or stored for salvage or conversion to some reuse. Any article or material which, unaltered or unchanged and without further reconditioning, can be used for its original purpose as readily as when new shall be considered junk. (Ord. 822 §1, 1989)

Junk yard.

"Junk yard" means any lot or the use of any portion of a lot where scrap, waste, discarded or salvage materials are bought, sold, exchanged, baled, packed, disassembled, handled, or stored, including automobile wrecking yards, house wrecking yards, used lumber yards and places or yards for storage of salvage house wrecking and structural steel materials and equipment. "Junk yard" does not include pawn shops and establishments for the sale, purchase or storage of used furniture and household equipment, used cars in operable condition, or salvaged material incidental to manufacturing operations conducted on the premises. (Ord. 822 §1, 1989)

Kennel.

"Kennel" means any lot, building, structure, or premises upon or in which two or more dogs or cats over four months of age are kept for sale or for breeding purposes or are boarded or trained for hire, or

where four or more weaned dogs or cats are kept, maintained or permitted for any reason or purpose, whether commercial, noncommercial or otherwise. (Ord. 822 §1, 1989)

Kitchen.

“Kitchen” means any room designed, used, or maintained for cooking or preparation of food. (Ord. 822 §1, 1989)

Landmark.

“Landmark” means a place, building, structure, work of art, or other object, having a special character or special historical or aesthetic interest or value, within the meaning of California Government Code Section 37361.

Landscaped Area.

“Landscaped area” means the entire parcel less the building footprint, driveways, non-irrigated portions of parking lots, hardscapes, such as decks and patios and other nonporous areas. Water features are included in the calculation of the landscaped area. Areas dedicated to edible plants, such as orchards or vegetable gardens, are not included.

Landscaping.

“Landscaping” means the planting and maintenance of some combination of trees, shrubs, vines, ground cover, flowers, or lawn. In addition, the combination or design may include natural features such as limited amounts of rocks and stones (no more than 10%), and structural features including, but not limited to, fountains, reflecting pools, art works, screens, fences, and benches. (Ord. 822 §1, 1989)

Landscaping Plan.

“Landscaping plan” means a plan which indicates the type, size and location of vegetative and accent material proposed for the landscaping of a site including all irrigation and other devices necessary to maintain such landscaping.

Landscaping, Drought Tolerant.

“Drought tolerant landscaping” means landscaping characterized by the use of vegetation that is drought tolerant or requires low water use.

Linear foot.

“Linear foot” means a measurement that is 12 inches long and that is measured typically in a straight line,

Live/Work Units(s)

“Live/work unit” or “live/work units” mean a unit, which combines living quarters with artist studios, professional offices, software/media offices or small retail uses. Live/work units are typically located in a small scale, mixed-use building and help transition between a busy street and a residential area. Live/work units are required to have the workspace on the ground floor with living space on one or two stories above and must be occupied by the same individual(s) who occupies the living quarters. Live/work units may be built as attached townhomes.

Living Area.

“Living area” means the interior habitable area of a dwelling unit, including basements, but does not include a garage or any accessory structure.

Loading Space.

“Loading space” means an off-street space or berth on the same lot with a building for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials. (Ord. 822 §1, 1989)

Long-Term Bicycle Parking.

“Long-term bicycle parking” means bicycle parking designed for residents, employees, students, public transit users, and others that need to park their bicycles for several hours or more that provides security and weather protection.

Lot.

“Lot” means a parcel of land occupied, or to be occupied, by a building or group of buildings and accessory buildings, together with such yards, open spaces, lot width, and lot area as required by the provisions of this title and having frontage upon a public street or a place approved by the commission. The word “lot” shall include the words parcel or plot. (Ord. 822 §1, 1989)

Lot Area.

“Lot area” means the total horizontal area within the lot lines of a lot. (Ord. 822 §1, 1989)

Lot Coverage.

“Lot coverage” means the percentage of the lot area covered by a structure or building, including all accessory buildings.

Lot, Corner.

“Corner lot” means a lot located at the intersection of two or more streets, where they intersect at an interior angle of not more than one hundred thirty-five (135) degrees. If the intersection angle is more than one hundred thirty-five (135) degrees, the lot is considered an interior lot.

Lot Depth.

“Lot depth” means the horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines. (Ord. 822 §1, 1989)

Lot, Flag.

“Flag lot” means a lot having access from the building site to a public street by means of private right-of-way strip that is owned in fee.

Lot, Interior.

“Interior lot” means a lot other than a corner, reversed corner or key lot. (Ord. 822 §1, 1989)

Lot, Key.

“Key lot” means the first lot immediately to the rear of a reversed corner lot and not separated by an alley. (Ord. 822 §1, 1989)

Lot Line.

“Lot line” means the boundary line of a lot.

Lot Line, Front.

“Front lot line” means the line separating the lot from the street, in the case of an interior lot, and the line separating the narrowest street frontage of the lot from the street in the case of a corner lot. (Ord. 822 §1, 1989)

Lot Line, Rear.

“Rear lot line” means the lot line which is opposite and most distant from the front lot line. (Ord. 822 §1, 1989)

Lot Line, Side.

“Side lot line” means any lot line not a front lot line or a rear lot line. (Ord. 822 §1, 1989)

Lot, Reversed Corner.

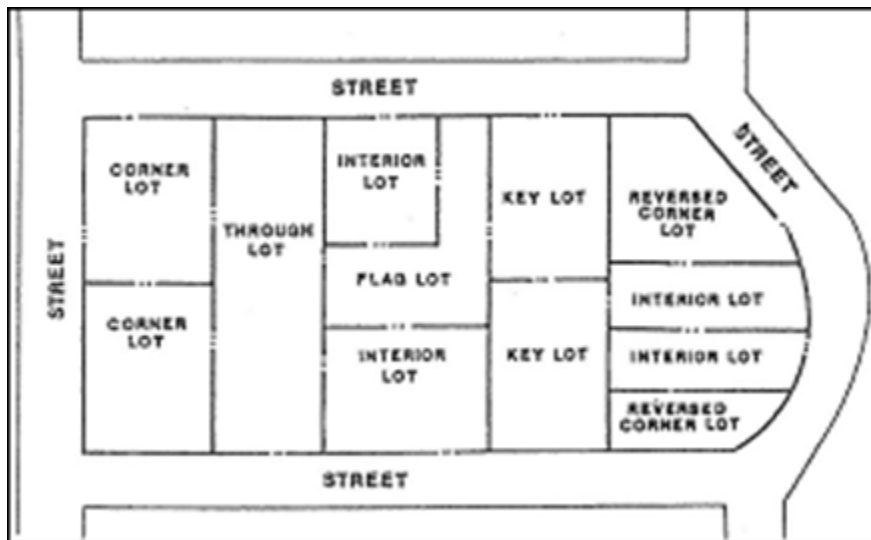
“Reversed corner lot” means a corner lot, the street side of which is substantially a continuation of the front lot line of the first interior lot to its rear. (Ord. 822 §1, 1989)

Lot, Through (Double frontage).

“Through lot (double frontage)” means a lot having frontage on two parallel or approximately parallel streets. (Ord. 822 §1, 1989)

Lot Width.

“Lot width” means the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines. (Ord. 822 §1, 1989)

**Low Barrier Navigation Center.**

“Low barrier navigation center” means a Housing First, low-barrier, service-enriched shelter 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.

Maintenance.

“Maintenance” means that work on equipment and vehicles necessary to keep it in normal operating condition. Maintenance includes such things as fueling, changing engine belts, replacement of worn or damaged tires, and minor tune-ups. (Ord. 822 §1, 1989)

Manufacture.

“Manufacture” means to assemble, fabricate, compound, process, treat or remanufacture. (Ord. 822 §1, 1989)

Manufactured Home.

“Manufactured home” means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width, or forty body feet or more in length, or, when erected on site, is three hundred twenty 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. (Ord. 1051 §5, 2003)

Market, Outdoor.

“Outdoor market” means any meeting or assembly where persons are permitted or invited to offer new or used merchandise, articles or things of value for sale or exchange on premises other than their own which are made available at certain times for such sales or exchanges. This definition shall not apply to occasional fundraising activities by public and private schools, churches, and other not-for-profit charitable organizations. (Ord. 978 §1, 1996)

Market Rate Units.

“Market rate units” means those dwelling units which are not affordable units or restricted by income levels and may be sold or rented at market rate.

Marquee.

“Marquee” means permanent roofed structure attached to and supported by the building and projecting over the public right-of-way or over private property.

Massage.

“Massage” means the scientific manipulation of the soft tissues.

Massage Establishment.

“Massage establishment” means any fixed or mobile location where massage is performed for compensation, including, but not limited to, those businesses that provide massage services accessory to their principal permitted use. Such a business includes, but is not limited to, an aromatherapist, acupuncturist, chiropractor, beauty salon, health club, beach club, skin care salon, and day spa. The term “massage establishment” or “establishment” includes a sole proprietor, an independent contractor, and any certified massage practitioner or therapist performing massage in the city without being employed by another massage establishment. (Ord. 1195 §6, 2015)

Mast.

“Mast” means a support structure that is constructed for the specific purpose of elevating a satellite earth station antenna in order to receive broadcast signals of an acceptable quality.

Maximum Residential Density.

“Maximum residential density” means the maximum number of residential units permitted by the city’s General Plan land use element, applicable to the subject property at the time an application for the construction of a housing development is deemed complete by the city, excluding any additional density bonus units permitted. If a range of density is permitted by the land use element, maximum residential density shall mean the maximum allowable density within the range of density.

Mechanical Equipment.

“Mechanical equipment” means any heating, ventilating, cooling, refrigeration systems, pool or spa equipment, or other miscellaneous appliances which are placed outside a building.

Mezzanine.

“Mezzanine” means an intermediate floor just above the ground floor; it often has a low ceiling and projects in the form of a balcony, and does not exceed one-third of the floor area of the room or space in which they are located.

Minor Modification.

“Minor modification” means a discretionary approval granted by the Planning Manager which allows a slight modification or minor deviation up to ten (10) percent to certain development standards of this Zoning Code when just deviation constitutes reasonable use of the property not permitted under the strict interpretation of the Zoning Code.

Mixed-Use.

“Mixed-use” means the use of a lot or building with two or more different land uses including, but not limited to, residential, commercial retail, office, or manufacturing, in a single structure or a group of physically integrated structures.

Microbreweries and Brewpubs.

“Microbreweries” and “brewpubs” refer to small-scale, independently-owned breweries that emphasize traditional brewing methods, flavor and quality and that produce fewer than fifteen thousand (15,000) U.S. beer barrels (four hundred sixty thousand (460,000) U.S. gallons) annually for on- and off-premises consumption. A brewpub is an abbreviated term combining the ideas of a brewery and a pub or public-house. A brewpub can be a pub or restaurant that brews beer on the premises.

Mixed-Use Building.

“Mixed-use building” means a structure containing both residential and commercial uses (which may include retail, restaurants, offices, services, and similar uses deemed compatible with residential uses). The commercial use or uses are typically located on the ground floor of the structure with the residential dwellings predominantly located on the second or higher floors.

Mixed-Use Development.

“Mixed-use development” means a project with both residential and nonresidential uses located on the same lot or site.

Mobile Home.

"Mobile home" means a manufactured structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities that serves as a home. It does not include recreation vehicles or travel trailers.

Motel.

"Motel" means an establishment containing a maximum of forty-nine guest rooms or suites, each having a separate entrance leading directly from the outside of the building or from an inner court, which facilities are designed, accompanied, use or intended to be used, rented, or hired out for temporary or overnight accommodations for guest, offered primarily to automobile tourists or transients, which no provisions are made for cooking in any individual guest room or suite. A motel usually provides meals for the public through an on-site restaurant and also provides for various personal services for the guests. (Ord. 822 §1, 1989)

Mulch.

"Mulch" means any material such as leaves, bark, straw or other materials left loose and applied to the soil surface to reduce evaporation.

Nightclub.

"Nightclub" means any establishment, which is regularly used and kept open at any time of the day or night, for the business of serving for monetary compensation, alcoholic beverages to patrons comprised of the general public. Live entertainment is allowed by permit and may be provided. Food is not served to patrons. (Ord. 1009 §3, 1999)

Nightclub, Private.

"Private nightclub" means any establishment, which is regularly used and kept open, at any time of the day or night, for the serving of alcoholic beverages and food. Live entertainment is allowed by permit and may be provided. Said establishment is maintained for the sole use and benefit of its members and guests of the members. The premises are not open to the general public. (Ord. 1009 §4, 1999)

Nonconforming Building.

"Nonconforming building" means a building or structure lawfully existing on the effective date of the regulations codified in this title, but which would be prohibited, regulated, or restricted under the terms of these regulations or future amendment. (Ord. 822 §1, 1989)

Nonconforming Site.

"Nonconforming site" means a lot or parcel of land which was lawfully developed in accordance with zoning regulations in effect at the time of development but which does not comply with current regulations with respect to, but not limited to: density; coverage; yards; setbacks; parking layout and paving; site orientation; fencing and walls; landscaping; refuse storage; outdoor storage, or any other provision specific to site development, regardless of whether or not the site was previously deemed conforming.

Nonconforming Structure.

“Nonconforming structure” means a structure or portion thereof which was lawfully erected or altered and maintained but which, because of the application of this article to it, no longer conforms to the regulations set forth in this article applicable to the zone in which such structure is located.

Nonconforming Use.

“Nonconforming use” means a use which lawfully occupied a building or land on the effective date of the regulations codified in this title, but which would be prohibited, regulated, or restricted under the term of these regulations or future amendment. (Ord. 822 §1, 1989)

Nonprofit Social Service Organization.

“Nonprofit social service organization” means an organization which is incorporated under the laws of the state, has a nonpaid board of directors and which provides, on a nonresidence basis, social services to the general public on an ability to pay, or nonpayment basis. These services may include, but are not limited to, employment counseling, family counseling, recreation, employment training, retraining, youth activities, aid to disadvantaged or handicapped persons, emergency aid or disaster relief, drug abuse or alcohol addiction counseling, senior citizens’ activities, and education and rehabilitation facilities. (Ord. 822 §1, 1989)

Non-Restricted Units.

“Non-restricted units” means all units within a housing development excluding the target units.

Nuisance.

“Nuisance” means anything that interferes with the use or comfortable enjoyment of property or life or which is offensive to the senses.

Nursery, Child Care.

“Child care nursery” means a building, facility or premises used for the supervision and care, for a consideration, of five or more children not related by blood or marriage to the person providing the care and shall include nursery schools and day camps. (Ord. 822 §1, 1989)

Nursing and Convalescent Hospitals

“Nursing and convalescent hospitals” means any place or institution which provides bed accommodations for one or more chronic or convalescent patients, who, by reason of illness or physical infirmity, are unable to properly care for themselves. Alcoholics, drug addicts, persons with mental or communicable diseases, including contagious tuberculosis, shall not be admitted or cared for in nursing and convalescent hospitals.

Object.

“Object” means a material thing of functional, aesthetic, cultural, symbolic, or scientific value, usually by design or nature movable.

One-Hundred-Year-Flood.

“One-hundred-year-flood” means the condition of flooding having a one percent chance of annual occurrences.

Open Space, Common.

“Common open space” means useable open space which is for the use of the residents of three or more dwelling units.

Open Space, Private.

“Private open space” means outdoor space which is intended for the exclusive use of the residents of a dwelling unit which adjoins it and has access to it and is enclosed by a fence or wall or view-obscuring hedge at least four feet six inches in height.

Open Space, Usable.

“Useable open space” means the following:

- A. Outdoor space opened to the sky.
- B. Not more than ten (10) percent in grade on the building site of a lot and/or within the rear yard, interior side yard of the building.
- C. Maintained for landscaping, community gardens, swimming pools, recreation rooms, and other inside and outside living or recreational uses, excepting wherefrom areas used for off-street parking, driveways, service areas, or unusable slopes front setbacks and any portion of the required square footage for private space.
- D. Specifically designed and constructed to be occupied by and used by residents of the dwelling units on the lot.

Outdoor Advertising Structure.

“Outdoor advertising structure” means the same as “sign structure.” (Ord. 822 §1, 1989)

Overlay Zone/District

“Overlay Zone/District” means a set of zoning requirements that is described in the text of the Zoning Code, is mapped and is imposed in addition to those requirements of the underlying district.

Overspray.

“Overspray” means the water which is delivered beyond the landscaped area, wetting pavements, walks, structures, or other nonlandscaped areas.

Parcel of Land.

“Parcel of land” means any contiguous quantity of land, in the possession of, owned by, or recorded and assessed by the county assessor as the property of the same claimant or person. (Ord. 822 §1, 1989)

Parkway.

“Parkway” means the area of a public street that lies between the curb and the adjacent property line or physical boundary definition such as fences or walls, which is used for landscaping and/or passive recreational purposes. The publicly owned area located between the curb and the right-of-way line of any public street.

Passageway.

“Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

Patio, Enclosed

“Enclosed patio” means a covered freestanding or attached level, paved or decked area enclosed on all sides whose principal use shall be for outdoor entertaining or recreation. A patio shall be considered enclosed when surrounded by a rail, wall, glass, plastic, or similar type barrier taller than forty-two inches (42”) on any side, excluding the walls of an approved attached structure. An enclosed patio is not used as a habitable room or as a parking space for vehicles.

Patio, Open.

“Open patio” means a freestanding or attached level, paved or decked area open on one (1) or more sides, enclosed only by the walls of an attached approved structure, whose principal use shall be for outdoor entertaining or recreation. These areas may be covered or uncovered, and may be surrounded by a rail, wall, glass, plastic, or similar barrier measured at a height of forty-two inches (42”) or less. An open patio may be enclosed by insect screening. An open patio is not used as a habitable room or as a parking space for vehicles.

Paving.

“Paving” means a solid concrete, tile, or brick surface that serves as a covering for pedestrian/vehicular travel.

Permit.

“Permit” means a document issued by the City pursuant to the provisions of this article authorizing specific activities, uses, or structures together with the conditions upon which such permit is issued, and the plans, specifications, reports, and approved modifications pertaining thereto.

Person.

“Person” includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual. (Ord. 822 §1, 1989)

Porte Cochere.

“Porte cochere” means a roof-like attachment to a building, open on three (3) sides, used primarily for the protection and convenience of loading and unloading passengers or materials. (Ord. 822 §1, 1989)

Preferential Parking.

“Preferential parking” means parking spaces designated or assigned, through the use of sign or painted space markings for carpool and vanpool vehicles carrying commuter passengers on a regular basis that are provided in a location more convenient to a place of employment than parking spaces provided for single-occupant vehicles.

Premises.

“Premises” means any portion of any lot and any portion of any building or structure contained thereon.

Preservation.

“Preservation” means the identification, study, protection, restoration, rehabilitation, or enhancement of a landmark. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

Principal Structure.

“Principal structure” means the primary structure(s) within which is conducted the principal use of the lot.

Principal Use.

“Principal use” means the primary and predominate use on any lot.

Property Owner.

“Property owner” means the legal owner of a development. The property owner shall be responsible for complying with the provisions of Municipal Code Title 17 either directly or through an authorized agent.

Public Convenience and Necessity.

“Public convenience and necessity,” when applied to the issuance of permits for the sale of alcoholic beverages pursuant to Section 23958.4(b)(2) of the Business and Professions Code, means that the issuance of the license for the off-sale of alcoholic beverages will allow the holder of that license to offer, or provide, a service or product to the general public that is not reasonably accessible, or sufficiently provided, within a specific geographic area of reasonable proportions. (Ord. 1009 §8, 1999)

Public Storage (Mini/Self Storage).

“Public storage (mini/self-storage)” means a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers leased or rented to the public as individual storage spaces for personal and/or other property. The goods and materials stored are not intended for redistribution, resale or other commercial activity. No other activity other than the storage described above except incidental sales and rentals is intended for a public storage facility.

Public Rights-of-Way.

“Public rights-of-way” means the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements, as the same now or may hereafter exist, that are under the city’s jurisdiction and within the city’s regulatory authority.

Public Transit.

“Public transit” means a location, including, but not limited to, a bus or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

Public Transit Stop.

“Public transit stop” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

Public Utility Facility.

“Public utility facility” means, but is not limited to, an assembly of materials and equipment, including the buildings and structures necessary for the provision of electricity, telephone, cable television, water, and gas for general consumer use. (Ord. 822 §1, 1989)

Qualified Buyer, ADU.

“ADU qualified buyer” means persons and families of low or moderate income, as that term is defined in Section 50093 of the California Health and Safety Code.

Qualified Nonprofit Corporation, ADU.

“ADU qualified nonprofit corporation” means a nonprofit corporation organized pursuant to Internal Revenue Code that has received a welfare exemption under Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

Quasi-Public Use.

“Quasi-public use” means a use conducted by a private nonprofit educational, religious, recreational, charitable, or medical institution, the use having the purpose primarily of serving the general public, and including uses such as churches, private schools and universities, private hospitals, youth centers and similar uses. (Ord. 822 §1, 1989)

Rain Sensing Device.

“Rain sensing device” means a system which automatically shuts off the irrigation system when it rains.

Reasonable Accommodation.

“Reasonable accommodation” means any request by, or on behalf of, a disabled person for a reasonable deviation from the City’s strict application of its land use or building regulations as set forth in this code, or as adopted by reference in this code, in order for such disabled person to use and enjoy a dwelling.

Recreational Area.

“Recreational area” means areas of active play or recreation such as sports fields, school yards, picnic grounds or other areas with intense foot traffic.

Recreational Vehicle.

“Recreational vehicle” means a vehicular unit not exceeding forty (40) feet in body length, or ten (10) feet in width, primarily designed as a temporary living quarters for recreational, camping or travel use; it either has its own motive power or is designed to be mounted on or drawn by an automotive vehicle. Length shall be measured from bumper to bumper on self-propelled vehicles and from bumper to tongue on towed vehicles. Recreational vehicle includes motor home, truck camper, travel trailer and camping trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

Recycling Center.

“Recycling center” means a center for the collection and/or processing of recyclable materials. A certified recycling facility or certified processor means a recycling facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. The recycling facility does not include storage container or processing activities located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer.

Regulatory Flood Elevation.

“Regulatory flood elevation” means the water surface elevation of the one-hundred-year flood.

Rehabilitated Landscape.

“Rehabilitated landscape” means any relandscaping project that requires approval by the planning director, planning commission, city council, or requires a permit.

Restaurant, Drive-Through and Walkup.

“Drive-through restaurant” and “walkup restaurant” mean an establishment which, on a regular basis, is open for the serving of meals to patrons for compensation, from a limited menu, at which orders and food are taken and provided at a counter serving primarily takeout food or any full-service restaurant with a drive-through or walkup counter or window. (Ord. 822 §1, 1989)

Restaurant, Full Service.

“Full-service restaurant” means an establishment which, on a regular basis, is open for the serving of meals to patrons for compensation and which has adequate kitchen facilities suitable for the preparation of a variety of complete cooked meals, over and beyond such foods as sandwiches or salads and at which orders are taken and meals are served at the tables by employees of the restaurant. (Ord. 822 §1, 1989)

Restaurant with Alcohol.

“Restaurant with alcohol” means any establishment, which is regularly used, kept open for, and in the business of, serving meals for monetary compensation to patrons comprised of the general public. Said premises shall have suitable kitchen facilities connected therewith for the preparation of a variety of complete cooked meals over and beyond such foods as sandwiches or salads. As an ancillary use to the serving of meals to patrons, alcoholic beverages of any type may be served and consumed on the premises, either at the tables with food or at a bar, or both. Live entertainment is allowed by permit and may be provided. Any facility which satisfies the forgoing criteria for a restaurant with alcohol, but which also has area(s) designated for use other than food preparation and consumption such as a bar/lounge area, billiards, pool tables, dart boards, etc. which total in excess of ten percent of the total gross floor area shall be deemed a tavern. (Ord. 1009 §5, 1999)

Rest Home.

“Rest home” means a building or a group of buildings which provides nursing, dietary and/or other personal services rendered to convalescents, invalids, or aged persons, but excludes cases of contagious, communicable diseases, and excluding surgery or primary treatment, such as are customarily provided in sanitariums, hospitals, and mental institutions. (Ord. 822 §1, 1989)

Retail Store.

“Retail store” means a business selling goods, wares, or merchandise directly to the ultimate consumer. (Ord. 822 §1, 1989)

Retail Sales, New.

“New retail sales” means the on-site sale of new merchandise, which is open to the general public, not specifically listed under another use classification. This classification includes, but is not limited to, department stores, grocery stores, book stores, clothing stores, candy stores, furniture stores, businesses retailing toys, hobby materials, handcrafted items, shoe stores, jewelry, cameras, photographic supplies, electronic equipment, audio and video sales and rentals, sporting goods, kitchen utensils, hardware, home improvement, appliances, antiques, art supplies and services, paint and wallpaper carpeting and floor covering, office supplies, bicycles and new automotive parts and accessories (excludes service and installation).

Retail Sales, Used.

"Used retail sales" means the on-site sale of used merchandise that has previously been owned by another individual or party, which is open to the general public, not specifically listed under another use classification. This classification includes, but is not limited to, used merchandise for sale in secondhand stores, thrift stores, consignment stores, pawnshops, and/or E-bay stores.

Ringelmann Chart.

"Ringelmann chart" means a chart which is described in the U.S. Bureau of Mines Information Circular 7718, and on which are illustrated graduated shades of grey for use in estimating the light-obscuring capacity of particular smoke. (Ord. 822 §1, 1989)

Roof.

"Roof" means the external upper covering of any portion of a building or structure, including projections beyond the walls or support of the building or structure, which is permanently attached.

Roof, Dutch-Gable.

"Dutch-gable roof" means a roof with a small gable at the top of a hip roof.

Roof, Flat.

"Flat roof" means a roof nearly horizontal and level, typically includes a roof with a 2:12 slope or less.

Roof, Gable.

"Gable roof" means a pitched roof having a gable at each end.

Roof, Gambrel.

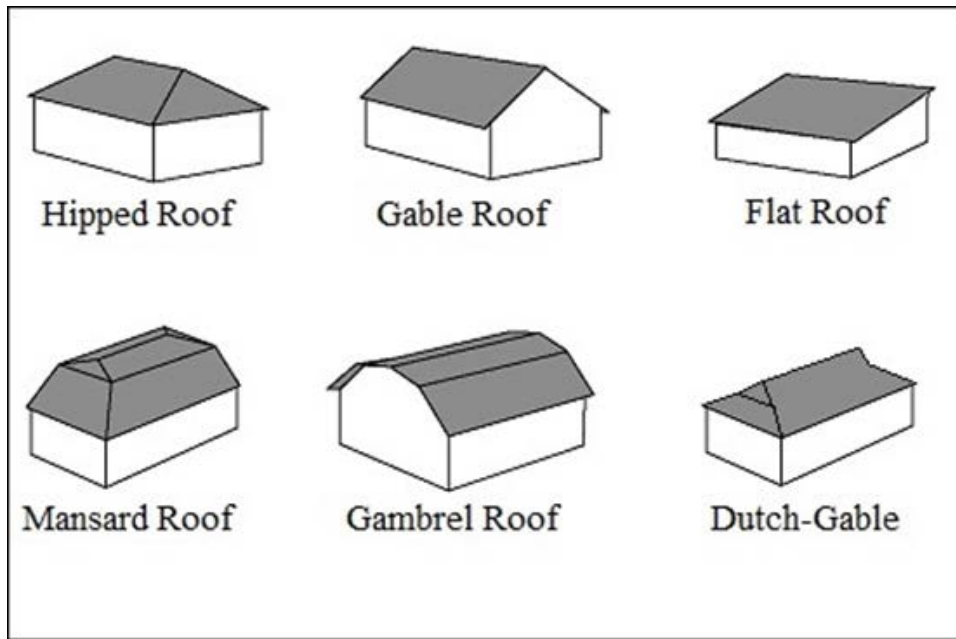
"Gambrel roof" means a ridged roof with two (2) slopes on either side, the lower slope having the steeper pitch. It is often flared beyond the front and rear of the dwelling forming a deep overhang.

Roof, Hipped.

"Hipped (or hip) roof" means a roof that slopes down to the eaves on all four (4) sides. Although a hipped roof is not gabled, it may have dormers or connecting wings with gables.

Roof, Mansard.

"Mansard roof" means a roof that has two (2) slopes on each of the four (4) sides. The lower slope is steeper than the upper slope. Dormers are often set in the lower slope. The upper slope is usually not visible from the ground.



Roominghouse.

“Roominghouse” means the same as “boardinghouse.” (Ord. 822 §1, 1989)

Runoff.

“Runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a severe slope.

Salvage Yard.

“Salvage yard” means any lot or the use of any portion of any lot where scrap, waste, discarded or salvaged materials are bought, sold, exchanged, baled, packed, disassembled, handled or stored, including automobile wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including pawn shops and establishments for the sale, purchase, or storage of used furniture and household equipment, used cars in operable condition, or salvaged materials incidental to manufacturing operations conducted on the premises. (Ord. 822 §1, 1989)

Satellite Earth Station Antenna.

“Satellite earth station antenna” means a parabolic or dish-shaped antenna or other apparatus or device that is designed for the purpose of receiving or transmitting signals for voice, video, or data.

School.

“School” means an institution of learning which offers instruction in the several branches of learning and study required to be taught in the public schools by the education code of the state. A school may be either publicly or privately operated. (Ord. 822 §1, 1989)

Private School.

“Private school” means any building or group of buildings the use of which meets State requirements for primary, secondary or higher education and which does not secure the majority of its funding from any governmental agency.

School, Trade or Vocational.

“Trade or vocational school” means private schools offering preponderant instruction in the technical, commercial or trade skills, such as real estate schools, beauty colleges, business colleges, electronic schools and similar commercial establishments. (Ord. 822 §1, 1989)

Screening.

“Screening” means a method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms or densely planted vegetation.

Second Unit.

“Second unit” means 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. (Ord. 1051 §7, 2003)

Section.

“Section” means any portion of this title immediately preceded by numerals commencing with the number “17.” (Ord. 822 §1, 1989)

Senior Citizen Housing.

“Senior citizen housing” or “senior housing development” means a senior citizen housing development, as defined in Sections 51.3 and 51.12 of the State of California [Civil Code](#), or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the State of California [Civil Code](#).

Service Station.

“Service station” means the same as “automobile service station.” (Ord. 822 §1, 1989)

Setback Line, Front.

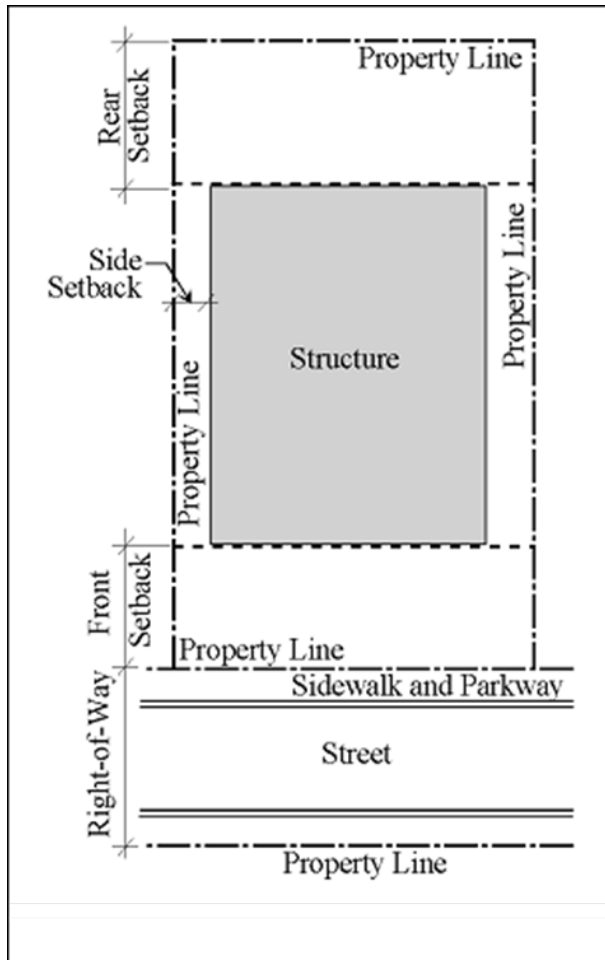
“Front setback line” means the line that defines the depth of the required front yard. Said setback line shall be parallel with the street line and be removed therefrom by the perpendicular distance prescribed for the front yard in the zone.

Setback Line, Rear or Side.

“Rear setback line” or “side setback line” means the line that defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the zone. Where the side or rear yard abuts a street, the distance shall be measured as set forth in “setback line, front”.

Setback, Street Side.

“Street side setback” means, on a lot that abuts two (2) or more streets at their intersection, the line that defines the width of the required side yard on the street side. Said setback line shall be parallel with the street line, removed therefrom by the perpendicular distance prescribed for the yard in the zone.



Shared Parking.

“Shared parking” means a situation where the same parking spaces can be utilized by two or more different uses and/or businesses due to the differing peak hours of operation of the uses involved.

Short-Term Bicycle Parking.

“Short-term bicycle parking” means bicycle parking where bicycles are left for two hours or less, such as bicycle racks.

Sign.

“Sign” means a name, identification, image, description, display or illustration which is affixed to, painted, or represented directly or indirectly upon a building, structure, or piece of land, and which directs attention to an object, product, place, activity, facility, service, event, attraction, person, institution, organization, or business and which is visible from any street, right-of-way, sidewalk, alley, park, or other public property. Customary displays of merchandise or objects without lettering placed behind a store window are not signs or parts of signs for the purposes of these regulations. (Ord. 822 §1, 1989)

Sign Area.

“Sign area” means that area included within the outer dimensions of a sign. The area of a single face of double or multiple faced sign shall contain the percentage of the total allowable sign area divided by the

number of faces of the sign unless otherwise stated in these regulations. In the case of skeleton letters or other signs placed on a wall without a border the area of each letter, shape, or figure shall be computed by enclosing the letter, shape, or figure within sets of parallel lines. The structural supports for a sign, whether columns, pylons or a building or part thereof, shall not be included in the sign area.

Sign, Awning.

“Awning sign” means any sign painted or otherwise affixed permanently to the exterior surface of an awning.

Sign, Banner.

“Banner sign” means a nonpermanent sign composed of fabric, pliable plastic, paper, or other light material not enclosed in a rigid frame or secured or mounted so as to allow movement by the atmosphere to cause movement of the sign, including flags, streamers, and pennants.

Sign Copy.

“Sign copy” means any words, letters, figures, designs or symbolic representations incorporated into a sign for the purpose of conveying information or attracting attention to the subject matter.

Sign, Directional.

“Directional sign” means on-premises signs designed to guide or direct pedestrian or vehicular traffic.

Sign, Directly Lighted.

“Directly lighted sign” means a sign which has light cast on the surface from an interior light source.

Sign, Flashing.

“Flashing sign” means any sign having an intermittent variation in the illumination of less than two hours’ duration. (Ord. 822 §1, 1989)

Sign, Freestanding.

“Freestanding sign” means any sign standing on the ground and not attached or affixed to a building and supported by one or more poles or braces in, or on, the ground which are not a part of the building or structure. The term freestanding sign shall include monument signs and planter signs.

Sign, Ground.

“Ground sign” means the same as “freestanding sign.”

Sign, Gateway.

“Gateway sign” means a sign which announces or advertises the entrance to the city and is located on private property at, or near, one of several specified locations within the city. Such signs may also advertise businesses, goods and services located on the same property with the sign. (Ord. 940 §1, 1993)

Sign Height.

“Sign height” means the height of a sign measured from the average ground level at the base of the supporting structure to the top of the sign or as otherwise provided for.

Sign, Illegal.

“Illegal sign” means any sign placed without proper governmental authority or approval as required by the regulations in effect at the time said sign was placed. “Illegal sign” also means any nonconforming sign which has exceeded its authorized amortization period.

Sign, Illuminated.

"Illuminated sign" means any sign designed to emit or brightly reflect artificial light. (Ord. 822 §1, 1989)

Sign, Indirectly Lighted.

"Indirectly lighted sign" means any sign which has light cast on its surface from an exterior light source.

Sign, Monument.

"Monument sign" means a sign placed upon a base upon the ground. Such sign shall be constructed of materials that are coordinated with materials used in the construction of the building or development which it is intended to advertise. A monument sign shall be considered a freestanding sign for the purpose of regulations outlined in Chapter 17.02 and 17.15.

Sign, Nonconforming.

"Nonconforming sign" means a sign which was validly installed under the regulations in effect at the time of such installation, but which would not be permitted under the provisions of current regulations.

Sign, Off-Site.

"Off-site sign" means a sign which advertises products, objects or services which are not manufactured, sold, or distributed on the property or premises on which the sign is located.

Sign, On-Site.

"On-site sign" means a sign which identifies the business or premises or products manufactured, sold, or distributed or services offered by the operator of the business or premises.

Sign, Planter.

"Planter sign" means a "monument sign" except that shrubs, groundcover or other plantings shall be an integral part of the sign base. Planter signs shall be considered as freestanding signs for the purpose of regulations outlined in Chapter 17.02 and Chapter 17.15.

Sign, Projecting.

"Projecting sign" means a sign which projects from and is supported by a wall of a building with the display surface of the sign perpendicular to the wall.

Sign, Roof.

"Roof sign" means a sign erected on a roof.

Sign Structure.

"Sign structure" means any structure which supports, or is capable of supporting any sign. A sign structure may be a single pole and may or may not be an integral part of a building. (Ord. 822 §1, 1989)

Sign, Wall.

"Wall sign" means any sign attached to or erected on the exterior wall of a building or structure with the exposed face of the sign in a plane parallel to the plane of the wall.

Single-Family Residence.

"Single-family residence" means an attached or detached building not to contain more than one kitchen where the occupants of the dwelling unit live and function together as a household.

Single Room Occupancy (SRO).

“Single room occupancy” means a residence, building, or accessory building other than a motel, hotel, or extended lodging facility, wherein three or more rooms, with or without individual or group cooking facilities are rented to individuals on a non-permanent basis, under separate rental agreements or lease, either written or oral, whether or not an owner, agent, or rental agent is in residence or building.

Site Plan.

“Site plan” means a plan drawn to scale showing uses and structures proposed for a parcel of land as required by the applicable regulations including lot lines, streets, building sites, reserved open space and other specific development proposals.

Site Plan Review.

“Site plan review” means an administrative process conducted in accordance with Chapter 17.03.

Soil Moisture Sensing Device.

“Soil moisture sensing device” means a device that measures the amount of water in the soil.

Soil Texture.

“Soil texture” means the classification of soil based on the percentage of sand, silt, and clay in the soil.

South Coast Air Quality Management District.

“South Coast Air Quality Management District” hereafter referred to as “SCAQMD” is the regional authority appointed by the California State Legislature to meet federal standards and otherwise improve air quality in the South Coast Air Basin.

Special Event.

“Special event” means a temporary outdoor use that extends beyond the normal uses and standards allowed by this article. Special events may include, but are not limited to art shows, sidewalk sales, pumpkin and Christmas tree sales, haunted houses, carnivals, special auto sales, grand openings, festivals, home exhibitions, and church bazaars.

Specific Adverse Impact.

“Specific adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

Specific Plan.

“Specific Plan” means a plan, adopted by City Ordinance, which shows the future physical development to be implemented within a specifically defined and circumscribed area of the City. The Specific Plan describes the types of land uses to be developed on each parcel; a plan for infrastructure in and adjacent to the Specific Plan area; and written standards, regulations, and policies for such items as architectural design, open spaces, preservation of existing structures, and other relevant factors.

Sprinkler Head.

“Sprinkler head” means a device which sprays water through a nozzle.

Square Footage, Gross.

“Gross square footage” means the number of square feet in all floor levels of a building, including below grade levels, as measured from the finished interior face of the exterior walls.

Storage Yard.

“Storage yard” means any open space upon which is stored or placed for any length of time, as a primary use of the land, any goods, wares, merchandise, finished products, materials in process, equipment or supplies of any kind, but excluding the storage or placing of any of the foregoing items solely as a use secondary to a lawful primary use conducted on the property, provided that the storage or placement of such items complies with every applicable provision of the city code. (Ord. 822 §1, 1989)

Storage, Self.

“Self storage” means a use for the storage of personal goods within multiple individual enclosed storage spaces rented to different individuals and businesses.

Story.

“Story” means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. That portion of a building between a floor and the floor above, more than fifty percent of the volume of which is below grade, shall not be considered a story unless chargeable for parking. (Ord. 822 §1, 1989)

Street.

“Street” means a public thoroughfare or right-of-way dedicated, deeded, or condemned for public use and which affords the principal means of access to abutting property. (Ord. 822 §1, 1989)

Structure.

“Structure” means anything constructed or erected which requires location on the ground or attached to something having a location on the ground. (Ord. 822 §1, 1989)

Subdivision.

“Subdivision” means the division by any person or partnership, firm, corporation, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized County assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future except for leases of agricultural land for agricultural purposes. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easement or railroad rights-of-way.

“Subdivision” includes a condominium project, a community apartment project, or the conversion of five or more existing dwelling units to a stock more existing dwelling units to a stock operative.

Subsection.

“Subsection” means any division within any numbered section of this title. (Ord. 822 §1, 1989)

Substantial Improvement.

“Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure either:

- A. Before the improvement is started; or
- B. If the structure has been damaged and is being restored, before the damage occurred.

For the purpose of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, or floor or other structural components of the building commences whether or not that alteration affects the external dimensions of the building. The term does not,

however, include any alteration to comply with existing state or local health, sanitary, building or safety codes or regulations as well as structures listed in national or state registers of historic places. (Ord. 822 §1, 1989)

Support Structure.

“Support structure” or “wireless telecommunications antenna array support structure” means a freestanding structure that is designed and constructed for the specific purpose of supporting an antenna array and that may consist of a monopole, a mast, a self-supporting lattice tower, a guy-wire support tower, or other similar structures.

Swap Meet.

“Swap meet” means the same as “market, outdoor.” (Ord. 978 §2, 1996; Ord. 822 §1, 1989)

Tandem Parking.

“Tandem parking” means two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another. (Ord. 1242 §5, 2020)

Target Unit.

“Target unit” means a dwelling unit within a housing development which will be reserved for sale or rent to, and affordable to, very low-, low-, or moderate-income households.

Tattoo/Tattooing.

“Tattoo/tattooing” means to insert pigment, ink or dye under the surface of the skin of a person by pricking with a needle or otherwise, to permanently change the color or appearance of the skin or to produce an indelible mark or figure visible through the skin. “Tattooing” does not include application of permanent make-up that is performed as an incidental service in a beauty shop, day spa, or other service or retail establishment.

Tattoo and Body Piercing Studio.

“Tattoo and body piercing studio” means any establishment where tattooing or body piercing takes place.

Tavern.

“Tavern” means any establishment which is regularly used, kept open for, and in the business of, serving alcoholic beverages for monetary compensation to patrons comprised of the general public; and food such as peanuts, popcorn, pretzels, sandwiches, and salads are also served. And within the establishment there is provided floor area for billiards, pool tables, dart boards, etc., in excess of ten percent of the total floor area. Live entertainment is not provided nor allowed. (Ord. 1009 §6, 1999)

Telecommunications Tower.

“Telecommunications tower” means a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower or other structure designed and primarily used to support wireless communication facility antennas.

Temporary Use.

“Temporary use” means a use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

Tenant.

“Tenant” means the lessee of facility, land, or air space at an applicable development project.

To place.

The verb “to place” and any of its variants, as applied to sign and sign structures, means and include maintaining, erecting, constructing, posting, painting, printing, nailing, gluing, otherwise fastening, affixing, or making visible in any manner. (Ord. 822 §1, 1989)

Trailer.

“Trailer” means the same as “automobile trailer.” (Ord. 822 §1, 1989)

Trailer park.

“Trailer park” means any area or tract of land intended, maintained, used, or designed for the purpose of supplying a location or accommodation for two or more automobile trailers for human habitation, including all buildings used or intended for use as part of the equipment of such facility, whether or not a charge is made for such use, including “trailer camp,” “trailer court,” “mobile home park,” and similar terms. (Ord. 822 §1, 1989)

Transit Priority Area (TPA).

“Transit priority area” means an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the length of time into the future that is included in a Transportation Improvement Program or applicable regional transportation plan.

Transitional Housing.

“Transitional housing” means, pursuant to the California Health and Safety Code, reduced fee rental housing which offers supportive services (such as job training and counseling to individuals and families) for up to twenty-four (24) months that is designated for recently homeless persons and is operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Small transitional housing is permanent housing (so-called group homes) serving six or fewer people is considered a standard residential use and is permitted in all zones where residential uses are permitted.

Transportation Demand Management (TDM).

“Transportation demand management” hereafter referred to as “TDM” means the alteration of travel behavior—usually on the part of commuters—through programs of incentives, services, and policies. TDM addresses alternatives to single-occupant vehicles and changes in work schedules that move trips out of peak periods or eliminate them altogether.

Trip Reduction.

“Trip reduction” means reduction in the number of work-related trips made by single-occupant vehicles.

Truck Terminal.

“Truck terminal” means any facility, building or premises used or improved for use for the storage, maintenance, repair or servicing of trucks, trailers, semi-trailers or similar transportation equipment or used primarily in connection with the transportation, transfer or storage of goods, wares or merchandise whether or not such use is conducted outside of or within an enclosed building, but excluding the storage, maintenance, repair or servicing of any such transportation equipment or the storage of goods,

wares and merchandise solely as an incident to a conduct of a primary use permitted and lawfully conducted by the owner thereof on such premises. (Ord. 822 §1, 1989)

Truck, Trailer and Equipment Rental Yard.

“Truck, trailer and equipment rental yard” means a business conducted primarily in an open area, where trucks, trailers, various mechanical, landscaping and construction equipment and tools are stored or offered for rent, lease or sale.

Turf.

“Turf” means a surface layer of earth containing mowed grass with its roots. Annual bluegrass, Kentucky bluegrass, perennial rye grass, red fescue and tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, seashore Paspalum, St. Augustine grass, Zoysia grass and Buffalo grass are warm-season grasses.

Turf, Synthetic.

Synthetic turf” means a man-made, synthetic material manufactured from nylon, polypropylene, polyethylene, or a blend of nylon, polypropylene and polyethylene fibers which simulates the appearance of live turf, organic turf, grass, sod, or lawn.

Unimproved.

“Unimproved” means any lot or parcel of land recorded by the county assessor, not used, employed or legally built upon prior to July 30, 1958. (Ord. 822 §1, 1989)

Usable Open Space.

“Usable open space” means any usable area designated for and to be used for outdoor living, recreation, or landscaping on the ground or unenclosed balcony, or approved roof deck, and may include patios and deck areas of swimming pools and rear yards. No portion of required front yards and side yards, off-street parking space or driveways shall constitute usable open space. (Ord. 822 §1, 1989)

Use.

The term “use” means the purpose for which land or a building or structure is arranged, designed, or intended or for which either is, or may be occupied or maintained. (Ord. 822 §1, 1989)

Use, Principal.

“Principal use” means a primary or predominant activity which occurs at a site. Such a use must be listed in the land use matrix or determined to be similar to a listed use. Such use must occupy a minimum of fifty-one (51) percent of the building. A site or parcel may not have more than one principal use.

Vanpool.

“Vanpool” means a vehicle carrying seven to fifteen occupants commuting together to and from work on a regular basis, usually in a vehicle with a seating arrangement designed to carry seven to fifteen adult passengers, and on a prepaid subscription basis.

Variance.

“Variance” means a waiver of specific regulations of this title, granted by the city in accordance with the provisions set forth in this title, for the purpose of assuring that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone. (Ord. 822 §1, 1989)

Vehicle.

“Vehicle” means any motorized form of transportation, including, but not limited to, automobiles, vans, buses, and motorcycles. (Ord. 963 §39, 1995; Ord. 926 §1, 1993)

Warehouse.

“Warehouse” means a building or portion of a building used for the deposit of personal property for storage, redistribution, or for sale at wholesale or at mail order and where no retail operation is conducted. (Ord. 822 §1, 1989)

Water Efficient Irrigation.

“Water efficient irrigation” means the scheduling and management of an irrigation system to supply moisture to a landscape without excess or waste in compliance with the landscape/irrigation criteria set forth.

Water Efficient Landscaping.

“Water efficient landscaping” means a landscape that is designed and maintained to function in a healthful and visually pleasing manner in compliance with the landscape/irrigation criteria set forth. This generally involves the strategic use of plants which have minimal water requirements for subsistence, plants native to hot/dry environments, xeriscape, and hardscape to achieve an overall landscape concept which is water conserving.

Wholesale.

“Wholesale” means sale or resale and not for direct consumption. (Ord. 822 §1, 1989)

Wine Tasting.

“Wine tasting” means the furnishing to customers instruction on the history, nature, values, and characteristics of wine, as well as instruction concerning the methods of presenting and serving the wine when samples of the subject wines are furnished to customers.

Wind Sensing Device.

“Wind sensing device” means a device that automatically shuts off the irrigation system during times of heavy wind. (Ord. 1163 §1, 2012)

Wireless Telecommunications Antenna Facility.

“Wireless telecommunications antenna facility” means an unstaffed facility for the transmission or reception of wireless telecommunications services, commonly consisting of an antenna array, connection cables, a support structure to achieve the necessary elevation, and an equipment facility or subterranean vault to house accessory equipment, which may include cabinets, pedestals, shelters, and similar protective structures.

Wireless Telecommunications Services.

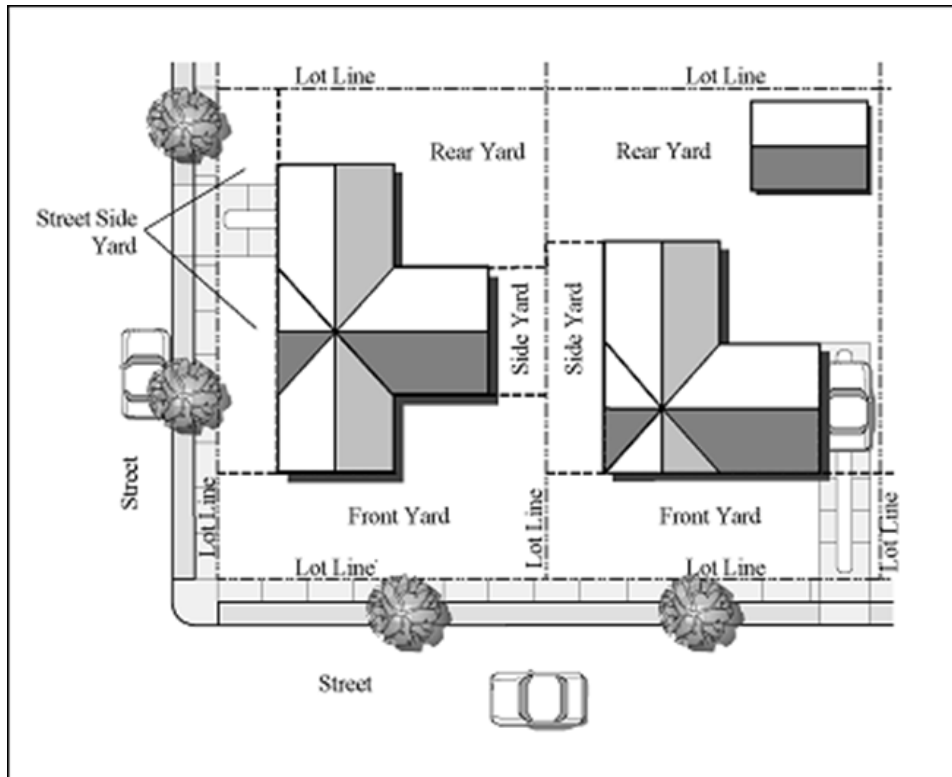
“Wireless telecommunications services” means any personal wireless services as defined in the federal Telecommunications Act of 1996, including federally-licensed wireless telecommunications services consisting of cellular services, personal communications services (PCS), specialized mobile radio services (SMR), enhanced specialized mobile radio services (ESMR), paging, and similar services that currently exist or that may be developed in the future. (Ord. 1044 §3, 2003)

Wrecking Yard.

“Wrecking yard” means the same as “automobile dismantling yard.” (Ord. 822 §1, 1989)

Yard.

“Yard” means an open space abutting a front, rear, or side lot line of a lot that is unoccupied and unobstructed from the ground upward, except as otherwise provided in this article. Yard shall also mean the required setback area for a building or structure from a property line.

**Yard, Front.**

“Front yard” means a yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot located at the distance prescribed by the regulations of the zone district in which the property is located. (Ord. 822 §1, 1989)

Yard, Rear.

“Rear yard” means a yard extending across the full width of the lot between the most rear main building and the rear lot line. The depth of the required rear yard shall be measured horizontally from the nearest part of the main building toward the nearest point of the rear lot line. (Ord. 822 §1, 1989)

Yard, Side.

“Side yard” means a yard between the main building and the side lot line, extending from the front yard or front lot line where no front yard is required, to the rear yard. The width of the required side yard shall be measured horizontally from the nearest point of a side lot line toward the nearest point of the main building. (Ord. 822 §1, 1989)

Zone.

“Zone” means an area of land shown on the official zoning map or described in this title within which uniform regulations for the uses and development of land are made applicable by this title and shall include “district,” “zone district” and “zoning district.” (Ord. 822 §1, 1989)

Zone Change.

“Zone change” means the legislative act of amending this title by removing an area of land from one zone district and placing it in another zone district on the official zoning map. (Ord. 822 §1, 1989)

Chapter 17.03 PERMIT APPROVAL PROCEDURES

Sections

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- 17.03.210 Catering vehicle as a conditionally permitted accessory use to a restaurant.**
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17.03.010 Purpose and applicability.

The purpose of this chapter is to define the permit application filing, processing, and approval procedures to which all development applications in the City of South El Monte are subject. This chapter shall apply to all uses, structures, facilities, and construction within the City of South El Monte which require a permit, as defined, to construct, enact, or implement.

17.03.020 Permit types.

The following types of permits shall be applicable to all uses, structures, facilities, and construction within the City of South El Monte, as specified:

A. Conditional Use Permit

1. The purpose of the conditional use permit is to afford the commission the opportunity to review proposed uses, structures, or facilities which could have an adverse effect upon the surrounding area and to place such reasonable conditions upon these uses and developments as to make them more compatible with their surroundings. These conditions may supersede the development standards required elsewhere but will not permit uses not otherwise permitted.

2. A conditional use permit shall be required for any use within a zone district which is designated as a conditional use by the district regulations or for such other uses which, by their scope, scale, or nature, would not specifically be permitted uses within any designated zone district, but which would be recognized as uses that would be beneficial to the community as a whole. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

B. Temporary Use Permit

1. The purpose of the temporary use permit is to control and regulate land use activities of a temporary nature which may adversely affect the public health, safety and welfare. The intent is to ensure that temporary uses will be compatible with surrounding land uses, to protect the rights of adjacent residents and landowners, and to minimize any adverse effects on surrounding properties and the environment. (Ord. 1143 §1, 2011)

C. Home Occupation Permit

1. The purpose of the home occupation permit is to permit a variety of home occupations within the residential zones while ensuring that such uses are conducted in such a way as to ensure that no adverse effects will result. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.03.030 Review bodies and responsibilities.

All development proposals may be subject to one or more development application processing procedures contained in this chapter. The exact application processing procedures that apply to a specific project will be determined by the City Planner based on project characteristics. Table 17.03.030-A outlines the primary types of development applications and review procedures. When more than one (1) application is required for a project, the applications are to be processed concurrently with the final decision body hearing all applications.

Table 17.03.030-A Review Bodies and Responsibilities

Type of Application	Review Body	Public Hearing Process	Regulations
Streamlined Ministerial Application	Approved by Community Development Director	[CITY please review] None required	Section 17.03.040
Conditional Use Permit	Approved by Planning Commission	Set by commission per 17.03.130	Section 17.03.060
Temporary Use Permit	Approved by Community Development Director	None required	Section 17.03.070
Home Occupation Permits	Approved by Community Development Director	None required	Section 17.03.080
Adult Use Permit	Approved by City Manager	Only if permit is revoked or appealed	Chapter 5.25 Adult Businesses
Residential Site Plan Review	Approved by Planning Commission	None required	Section 17.03.090

Site Plan Review – Improvement Project Areas	Approved by Planning Commission	Set by commission per 17.03.130	Section 17.03.120
Developments within Flood Zones	Approved by Planning Commission – Conditional Use Permit	None required	Section 17.03.100
Amendments to Zoning Regulations	Approved by Planning Commission and City Council	Two hearings (one with Planning Commission and one with City Council) set per 17.03.130	Section 17.03.150
Nonconformities	Requires different approvers depending on action taken to nonconformity. See 17.03.160.	May be required. See 17.03.160.	Section 17.03.170
Variances	Approved by Planning Commission	Set by commission per 17.03.130	Section 17.03.170
Modifications of Development Standards	Approved by Community Development Director	None required	Section 17.03.180
ADUs	Approved by Community Development Director	None required	Chapter 17.12
Density Bonus	Approved by City Council	None required	Chapter 17.13

17.03.040 Development application: streamlined ministerial approval.

The purpose of this chapter is to authorize an administrative permit for infill housing projects, including mixed-use projects, that comply with California Government Code Section 65913.4 or the requirements of this chapter. Nothing in this chapter precludes an applicant from applying for discretionary site plan and design review. The following section outlines the steps necessary for projects seeking a State of California Ministerial Development Application.

A. Infill housing projects Infill housing projects eligible for streamlined, ministerial approval process under Government Code Section 65913.4.

1. Administrative permit. A housing project, including a mixed-use project, will be granted an administrative permit if it—
 - a. Qualifies for streamlined, ministerial approval under California Government Code Section 65913.4.
 - b. Complies with the city’s objective zoning standards and objective subdivision standards, as defined in California Government Code Section 65913.4 and set forth in this code; and

- c. Complies with the city's objective design review standards, as defined in California Government Code Section 65913.4 and as set forth in the Citywide Infill Housing Design Standards.
- B. Conflicting laws. In the case of a conflict between the city's standards set forth in subsection A above and the standards set forth in California Government Code Section 65913.4, the provisions of the California Government Code prevail.
- C. Deemed approval. If the city does not provide written notice as required by subsection C above, the project will be deemed to satisfy the requirements specified in subsection A above and must be granted an administrative permit.
- D. The following development projects may apply through the following ministerial application, per Government Code Section 65913.4:

Application Filing	
Step 1	Prior to submitting an application for the Streamlined Ministerial Approval Process, The development proponent must submit to the local government a notice of intent to submit an application and the local government must have completed the tribal consultation process outlined in Government Code Section 65913.4(b). The notice of intent shall be in the form of a preliminary application that includes all of the information described in Government Code Section 65941.1. This required document is also listed below under Application Filing Step 5.
Step 2	An application submitted hereunder shall be reviewed by the agency within the timeframes required under Application Timeline below. Applications must contain all materials required by the agency for the proposed project, and it is not a basis to deny the project if either: A. The application contains sufficient information for a reasonable person to determine whether the development is consistent, compliant, or in conformity with the requisite objective standards. The application contains all documents and other information required by the local government.
Step 3	On development permit portal, information for all contacts related to this application must be provided. Make sure the contact information is complete and current. New residential development applications require the contact information of the applicant and a licensed professional (architect). The Applicant is the person applying for approval. The Applicant must supply their legal name as it will be shown on the permit. It is important that the Applicant carefully and accurately communicate that information. An Authorized Agent may submit this application on behalf of the Applicant. Please add contact information of the authorized agent in such case. Property Owners may be the Applicants. Property Owners, regardless of status as Applicant or not, must provide the following: A. Completed and signed "Notice to Property Owner": If the property is owned by a Corporation, LLC, or Partnership, you will need to provide a copy of the operating agreement or corporate paperwork from when the corporation was formed, which verifies which of the following it is: CEO, Managing Member, Partner, President, Vice-President

	B. Proof of identification, including any of the following: Alien Registration Card, Driver's Licenses, State Issued ID Card, U.S. Passport C. Proof of ownership, if there has been a recent transfer of ownership (e.g., Grant Deed, Escrow Closing Statement). If the property is owned by a Trust, a copy of the trust paperwork showing the trustee or executor as an authorized signatory for the property. The Licensed Professional must provide information on all of the licensed professionals who will do the proposed work, including subcontractors. If a licensed professional is the applicant, they will need to communicate their license information in this section as well. Contractors must provide the following: A. If licensee is different than applicant for building permit, then a notarized "Authorized Agent Form - Contractor" will be required to pull permits on behalf of the licensed contractor. This form will need to be on file with the City and on-hand at time of permit issuance. B. Individual pulling permit must have a current Contractor's Registration License with the City of South El Monte. C. Proof of current State of California Contractor's License and classification (pocket card) D. Proof of valid Worker's Compensation Insurance (for contractors with multiple employees) E. Developments meeting the following conditions must certify that a skilled and trained workforce shall be used to complete the development if the application is approved per Government Code Section 65913.4(a)(8)(B) 1. On and after January 1, 2022, until December 31, 2025, the development consists of more than 25 units and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal bay county.
Step 4	Applicant must identify the physical address where the proposed work will take place. By entering the "Street No." below, and clicking the "Search" button, the portal will return a list of addresses to choose from. The portal will automatically return the "Parcel" and "Owner" information that is required once the street information is entered.
Step 5	The following supporting documentation will need to be provided in order for a residential development application to be deemed complete: A. Notarized letter from the property owner giving the applicant authority to apply for the entitlement B. Radius map showing all properties within three-hundred feet of the subject property C. (2) Two sets of mailing labels that list all property owners and occupants within three-feet of proposed project (physical copy dropped off or mailed to Planning Department) D. Completed Environmental Information Form - find link to the form below: E. (https://www.cityofsouthelmonte.org/DocumentCenter/View/2256/Environmental-InformationForm-PDF) F. Photographs of the existing site G. Title Report or Grant Deed H. Tribal Scoping Consultation per AB 168 I. Evidence that the project is not within the following per Government Code Section 65913.4(a)(6): 1. A coastal zone, as defined in Division 20 (commencing with Section 30000) of the Public Resources Code. 2. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as

	modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction. 3. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993). 4. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development. 5. A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses. 6. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2. 7. Within a flood plain as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has been issued a flood plain development permit pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations. 8. Within a floodway as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. 9. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan. 10. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code). 11. Lands under conservation easement. 12. Additional evidence may be required per Government Code Section 65913.4(a)(7) as related to demolition of housing. J. Complete set of plans that includes site development plan, floor plans, building elevations
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	All plans must be consistent with objective design standards as laid forth in Chapter 17.14.
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Application Processing	
Step 1	Local governments shall make a determination of consistency per timeline spelled out below (see Application Timeline).
Step 2	Documentation of inconsistency(ies) with objective standards must be provided to the development proponent within these timeframes. If the local government fails to provide the required documentation determining consistency within these timeframes, the development shall be deemed to satisfy the objective planning standards and shall be deemed consistent. Design review or public oversight may be conducted by the local government's city council, board of supervisors, planning commission, or any equivalent board or commission shall be conducted within the timeline as spelled out within this section. Although design review may occur in parallel with or as part of the consistency determination, failure to meet subjective design review standards or obtain design review approval from the oversight board shall not in any way inhibit, chill, stall, delay, or preclude a project from being approved for development pursuant to these Guidelines if objective design review standards are met. This means that discussion or consideration of the application shall only relate to design standards. If the local government fails to complete design review within the timeframes provided above, the project is deemed consistent with objective design review standards.

Application Approvals	
Step 1	Once the plan check application has been processed by the permit counter, developer will be able to upload plans and supporting documents through the Building Division Plan Submittal Portal at https://gopost-transtech.eplansoftreview.com/#/login?portal=selmonte Step-by-step instructions on how to submit through the portal are available here: https://www.dropbox.com/s/le0t01287lq9gfp/Step-By-Step%20Instructions.pdf?dl=0
Step 2	Local government must determine if an application for a Streamlined Ministerial Approval complies with requirements and approve or deny the application per timeline spelled out in this section.
Step 3	Modifications to the development subsequent to the approval of the ministerial review, but prior to issuance of a final building permit, shall be granted in the following circumstances: A. For modification initiated by the development proponent. 1. Following approval of an application under the Streamlined Ministerial Approval Review Process, but prior to issuance of the final building permit required for construction of the development, an applicant may submit a written request to modify the development. A list of approved modifications can be found in the HCD's Updated Streamlined Ministerial Approval Process guidelines. 2. Upon receipt of the request, the local agency shall determine if the requested modification is consistent with the local agency's objective standards in effect when the original application for the development was submitted. The local agency shall not reconsider consistency with objective planning standards that are not affected by

	the proposed modification. Approval of the modification request must be completed within 60 days of submittal of the modification or 90 days if design review is required. A proposed modification shall not cause the original approval to terminate. 3. The local government's review of a modification request pursuant to this subdivision shall be strictly limited to determining whether the modification, including any modification to previously approved density bonus concessions or waivers, modify the development's consistency with the objective planning standards and shall not reconsider prior determinations that are not affected by the modification. B. For modification initiated by the local agency. 1. Following approval of an application under the Streamlined Ministerial Approval Process, but prior to issuance of a building permit for the development, a local agency may require one-time changes to the development that are necessary to comply with the objective building standards contained in the California Building Standards Code (Title 24 of the California Code of Regulations), including, but not limited to, building plumbing, electrical, fire, and grading codes, or to mitigate a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without modifying the development. A "specific, adverse impact" has the meaning defined in Government Code Section 65589.5(d)(2). Any local standard adopted after submission of a development application, including locally adopted construction codes, shall not be considered an "objective zoning standard," "objective subdivision standard," or "objective design review standard" that is applicable to a development application. 2. A determination that a change is required is a ministerial action. If a revised application is required to address these modifications, the application shall be reviewed as a ministerial approval within 60 days of re-submittal of the application.
Step 4	If a local government approves a development under the Streamlined Ministerial Approval Process, notwithstanding any other law, the following expiration of approval timeframes apply: A. If the project includes public investment in housing affordability, beyond tax credits, where 50 percent of the units are affordable to households making at or below 80 percent of the AMI, then that approval shall not expire. B. If the project does not include public investment in housing affordability (including local, state, or federal government assistance) beyond tax credits, and at least 50 percent of the units are not affordable to households making at or below 80 percent of the AMI, that approval shall remain valid for three years from the date of the final action establishing that approval, or if litigation is filed challenging that approval, from the date of the final judgment upholding that approval. Approval shall remain valid for a project provided that vertical construction of the development has begun and is in progress. "In progress" means one of the following: 1. The construction has begun and has not ceased for more than 180 days. 2. If the development requires multiple building permits, an initial phase has been completed, and the project proponent has applied for and is diligently pursuing a building permit for a subsequent phase, provided that once it has been issued, the building permit for the subsequent phase does not lapse. C. The development may receive a one-time, one-year extension if the project proponent provides documentation that there has been significant progress towards getting the development construction ready, such as filing a building permit application. The local

	government's action and discretion in determining whether to grant the foregoing extension shall be limited to considerations and processes set forth in this section.
Step 5	A local government shall issue subsequent permits as defined in Section 102(aa) required for a development approved under the Streamlined Ministerial Approval Process if the application for those permits substantially complies with the development as it was approved. Upon receipt of an application for a subsequent permit, the local government shall process the permit without unreasonable delay and shall not impose any procedure or requirement that is not imposed on projects that are not approved using the Streamlined Ministerial Approval Process. Issuance of subsequent permits shall implement the approved development, and review of the permit application shall not inhibit, chill, or preclude the development. For purposes of this subsection "unreasonable delay" means permit processing times that are longer than other similar permit requests for projects not approved using the Streamlined Ministerial Approval Process.

Application Timeline	
Preapplication	SB 35 Ministerial Housing Notice of Intent due prior to submitting application
30 days after receipt of formal notice pursuant to the provisions of AB 168/SB 35	Timeline in which California Native American must accept the invitation to engage in a scoping consultation. If the local government receives a response accepting an invitation to engage in a scoping consultation pursuant to this subdivision, the local government shall commence the scoping consultation within 30 days of receiving that response.
60 days after submittal of application	Determination of consistency made for developments that contain 150 or fewer units
Within 90 days after submittal of application	Design review or public oversight may be conducted by local government's city council, board of supervisors, planning commission or any equivalent board or commission for developments that contain 150 or fewer units
90 days after submittal of application	Determination of consistency made for developments that contain more than 150 units
Within 180 days after submittal of application	Design review or public oversight may be conducted by local government's city council, board of supervisors, planning commission or any equivalent board or commission for developments that contain more than 150 units
Expiration of permit	A. If the project includes public investment in housing affordability, beyond tax credits, where 50 percent of the units are affordable to households making at or below 80 percent of the AMI, then that approval shall not expire. B. If the project does not include public investment in housing affordability (including local, state, or federal government assistance) beyond tax credits, and at least 50 percent of the units are not affordable to households making at or below 80 percent of the AMI, that approval shall remain valid for three years from the date of the final action establishing that approval, or if litigation is filed challenging that approval, from the date of the final judgment upholding that approval. Approval shall remain valid for a project

	provided that vertical construction of the development has begun and is in progress. "In progress" means one of the following: 1. The construction has begun and has not ceased for more than 180 days. 2. If the development requires multiple building permits, an initial phase has been completed, and the project proponent has applied for and is diligently pursuing a building permit for a subsequent phase, provided that once it has been issued, the building permit for the subsequent phase does not lapse. C. The development may receive a one-time, one-year extension if the project proponent provides documentation that there has been significant progress toward getting the development construction ready, such as filing a building permit application. The local government's action and discretion in determining whether to grant the foregoing extension shall be limited to considerations and processes set forth in this section.
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17.03.050 Development application process.

Application Filing	
Step 1	On the development permit portal, information for all contacts related to this application must be provided. The Applicant is the person applying for approval. The Applicant must supply their legal name as it will be shown on the permit. It is important that the Applicant carefully and accurately communicate that information. Make sure the contact information is complete and current. New residential development applications require the contact information of the applicant and a licensed professional (architect). An Authorized Agent may submit this application on behalf of the Applicant. Please add contact information of the authorized agent in such case. Property Owners may be the Applicants. Property Owners, regardless of status as Applicant or not, must provide the following: A. Completed and signed "Notice to Property Owner": For condominiums and townhouses, if the project is in the common area or exterior of a condominium building, a letter of authorization signed by the Homeowners Association (HOA) president is required along with documentation (e.g., HOA minutes) verifying the authenticity of the president's position with the HOA. Alternatively, authorization from all condominium owners may be considered. If the property is owned by a Corporation, LLC, or Partnership, you will need to provide a copy of the operating agreement or corporate paperwork from when the corporation was formed, which verifies which of the following it is CEO, Managing Member, Partner, President, Vice-President B. Proof of identification, including any of the following: Alien Registration Card, Driver's Licenses, State Issued ID Card, U.S. Passport C. Proof of ownership, if there has been a recent transfer of ownership (e.g., Grant Deed, Escrow Closing Statement). If the property is owned by a Trust, a copy of the trust paperwork showing the trustee or executor as an authorized signatory for the property.

	The Licensed Professional must provide information on all of the licensed professionals who will do the proposed work, including subcontractors. If a licensed professional is the applicant, they will need to communicate their license information in this section as well. Contractors must provide the following: D. If licensee is different than applicant for building permit, then a notarized "Authorized Agent Form - Contractor" will be required to pull permits on behalf of the licensed contractor. This form will need to be on file with the City and on-hand at time of permit issuance. E. Individual pulling permit must have a current Contractor's Registration License with the City of South El Monte. F. Proof of current State of California Contractor's License and classification (pocket card) G. Proof of valid Worker's Compensation Insurance (for contractors with multiple employees)
Step 2	Applicant must identify the physical address where the proposed work will take place. By entering the "Street No." below, and clicking the "Search" button, the portal will return a list of addresses to choose from. The portal will automatically return the "Parcel" and "Owner" information that is required once the street information is entered.
Step 3	The following supporting documentation will need to be provided in order for a residential development application to be deemed complete: A. Notarized letter from the property owner giving the applicant authority to apply for the entitlement B. Complete set of plans that includes site development plan, floor plans, building elevations C. Radius map showing all properties within three-hundredfeet of the subject property D. (2) Two sets of mailing labels that list all property owners and occupants within three-hundredfeet of proposed project (physical copy dropped off or mailed to Planning Department) E. Completed Environmental Information Form - find link to the form below: F. (https://www.cityofsouthelmonte.org/DocumentCenter/View/2256/Environmental-InformationForm-PDF) G. Photographs of the existing site H. Title Report or Grant Deed The following supporting document will need to be provided in addition to the above list if the development will involve a Conditional Use Permit: I. Conceptual landscape plan including all plant material existing and proposed for the site J. Colored elevations or renderings K. Color and materials sample sheet L. Sign program The following supporting document will need to be provided in addition to the above list if the development will involve a Conditional Use Permit: M. Tentative map of proposed subdivision

Application Processing	
Step 1	Once the plan check application has been processed by the permit counter, developer will be able to upload plans and supporting documents through the Building Division Plan Submittal Portal at https://gopost-transtech.eplansoftreview.com/#/login?portal=selmonte

	Step-by-step instructions on how to submit through the portal are available here: https://www.dropbox.com/s/le0t01287lq9gfp/Step-By-Step%20Instructions.pdf?dl=O
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Application Timelines	
Issuance of Building Permit	Issuance of a building permit is contingent on the complexity of a project. Some projects may obtain permits over the counter while other projects will be routed to the City's designated plan-check consultant. On average, <u>first review of plans will take two to three weeks</u> . The City will contact and coordinate with an applicant or representative on the availability of plans following the initial plan check process. It is then the responsibility of the applicant or designee to address all corrections prior to resubmitting for re-check with the City which will take an additional two to three weeks, after resubmittal. Please note, these timelines may be expanded or shortened depending on the complexity of a project.
Permit Pre-Approval	Once a set of plans are approved, a building permit is issued to allow for construction. Construction activity generally <u>must be completed within 180 days</u> from the issuance of the permit. The City may also engage the services of pre-approved outside inspectors for certain types of construction projects.
After Project Completion	At the conclusion of all construction activities, including inspections, a permit will be closed or finalized. After the final inspection, the permit and plans are archived by the City and may be viewed over the counter.
180 days after date of plan submittal check	The length that a plan check application submitted to the Building and Safety Division is good for. An extension maybe granted by submitting a written request with detailed explanation with the reason for the extension prior to the expiration date of the plan check.
Up to 12 months after date of plan submittal check	The length that a plan/building permit can remain active so long as the work authorized by the permit was commenced within 12 months, and the work is not abandoned (effective January 1, 2019, per Assembly Bill (AB) 2913). In addition, the building official may grant one or more extensions of time for periods of not more than 180 days per extension. A permittee requesting such extensions must make the request in writing and demonstrate justifiable cause for the extension.

17.03.060 Conditional use permits.

Application Filing	
Step 1	A conditional use permit shall be required for any use within a zone district which is designated as a conditional use by the district regulations or for such other uses which, by their scope, scale, or nature, would not specifically be permitted uses within any designated zone district, but which would be recognized as uses that would be beneficial to the community as a whole. (Ord. 963 §39, 1995; Ord. 822 §1, 1989) When it is determined that a conditional use permit is required, application shall be made upon forms prescribed by the commission and shall be accompanied by such exhibits, maps or documents deemed necessary to provide the commission with complete information regarding the request. At the time the application is submitted, a fee, established by written resolution of the city council, shall be paid.

	No part of the required fee shall be refundable unless the application is withdrawn prior to the publication of the notice of public hearing. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
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Application Processing	
Step 1	Upon receipt of the required application and fee, the commission shall set a hearing date which shall be advertised as provided in Chapter 17.03.130 of these regulations. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

Application Approvals	
Step 1	The commission may grant, conditionally grant, or deny a conditional use permit based on the required findings, on evidence presented by the staff report, the public hearing, or upon its own study and knowledge of the situation. (Ord. 963 §39, 1995; Ord. 822 §1, 1989) The commission shall find that the proposed use shall 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. (Ord. 963 §39, 1995; Ord. 822 §1, 1989) Any decision on a proposed zoning amendment shall be consistent with the portions of the county of Los Angeles hazardous waste management plan as approved November 30, 1989, relating to siting of and siting criteria for hazardous waste facilities. (Ord. 963 §39, 1995; Ord. 888-U §2, 1990; Ord. 887 §2, 1990)
Step 2	The commission may attach such reasonable conditions of approval as it deems are necessary to ensure that the proposed use will be compatible with the surrounding area and with the goals of the city. Such conditions may include, but are not limited to, setbacks, building height, parking, landscaping, and architecture. All conditions shall be binding upon the applicants, their successors and assigns and shall run with the land; shall limit and control the issuance and validity of certificate of occupancy, and shall restrict and limit the construction, location, use and maintenance of all land and structures within the parcel, lot or development. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
Step 3	Should any violation of conditions of approval occur, the planning commission may after appropriate public notice, reopen the public hearing on the conditional use permit and may impose additional conditions to rectify any violations or may, if such is shown to be warranted, revoke the conditional use permit for cause. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

Application Timelines	
10 days after commission decision	Applicant notified in writing of commission's decision to grant or deny the conditional use permit. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
14 days following commission's approval of conditional use permit	Conditional use permit shall become effective. The applicant or any other person aggrieved by the commission's decision may appeal to the city council in accordance with Chapter 17.03.130 of these regulations. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

24 months after effective date if the conditional permit has not been utilized	Permit shall be deemed null and void. If the conditional use permit is not utilized within the twenty-four-month timeframe, the applicant may apply for an extension before the expiration of the permit on a form approved by the community development director. (Ord. 1237 §6, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
3 consecutive months or 6 months during the calendar year of abandonment or non-use of a permit	Termination of conditional use permit.

17.03.070 Temporary use permits.

Application Filing	
Step 1	The property owner or the owner's authorized representative shall file an application for a temporary use permit with the planning division. The application form shall be filed along with any data and information deemed necessary to evaluate and process the application as may be required by the community development director. For indoor events, the applicant shall provide a site plan, and floor plan showing all entrances and exits of the proposed facility to be used for the event. The applicant shall provide a security plan to ensure the safety of the people attending the event.

Application Processing	
Step 1	The community development director has the authority to approve, conditionally approve or to deny such request.

Application Approvals	
Step 1	The application shall not be approved as submitted or in modified form unless the community development director makes the following findings: A. The proposed temporary use will be located, operated and maintained in a manner consistent with the policies of the General Plan and the provisions of the Zoning Ordinance. B. Approval of the application will be compatible with, and not detrimental to uses, property or improvements in the surrounding area. C. Approval of the application will not be detrimental to the public health, safety or general welfare. D. The proposed temporary use complies with the various provisions of this chapter. E. All building, electric, plumbing, fire, encroachment or other permits required by city ordinances shall be obtained. The community development director may establish conditions and limitations to minimize detrimental effects on surrounding properties, including, but not limited to, hours of operation, provision on parking, signing, lighting, and traffic circulation access. The community development director also may require a cash deposit or cash bond to defray the costs of cleanup of a site by the city in the event the applicant fails to leave the property in a presentable and satisfactory condition, or to guarantee removal and/or re-conversion of any temporary use to a permanent use allowed in the subject zoning district.

Step 2	The site plan and floor plan for the proposed facility will be reviewed and approved by the fire department, and the security plan shall be reviewed and approved by the sheriff's department prior to the event.
Step 3	The applicant or any interested party may appeal the decision of the community development director to the planning commission in writing. The decision of the planning commission shall be final

Application Timelines	
30 days prior to the date the proposed use takes place	File an application for a temporary use permit for circus carnivals, fairs or similar amusement enterprises.
21 days prior to the proposed indoor event	Submit a floor plan showing all entrances and exits of the proposed facility to be used for the event and a security plan to ensure the safety of the people attending the event
10 days prior to the date the proposed use takes place	File an application for a temporary use permit.
Within 10 days of the decision from the community development director	Appeal the decision of the community development director.

A. Unless otherwise indicated in this Chapter, the provisions of this chapter do not apply to the following: fireworks stands; garage and yard sales; outdoor storage and operation; outdoor markets; swap meets; or public dances. Regulations pertaining to the following uses can be found in the following portions of this Code:

1. Fireworks Stands: Chapter 8.08.
2. Garage and Yard Sales: Chapter 5.10.
3. Outdoor Storage and Operations: Chapter 17.06
4. Outdoor Markets: Section 17.09.020.
5. Public Dances: Chapter 9.40. (Ord. 1143 §1, 2011)

17.03.080 Home occupation permits.

Application Filing	
Step 1	Any individual desiring to conduct a home occupation shall submit a request for home occupation permit to the director of community development on forms prescribed by the planning commission.
Step 2	Any individual desiring to conduct a home occupation shall submit as part of their request for home occupation permit a fee as established by resolution of the city council.

Application Processing

Step 1	The director of community development shall review the application.
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Application Approvals	
Step 1	The director of community development shall approve the application if it meets the criteria of approval.
Step 2	The applicant shall execute an affidavit at the time of approval agreeing to the following conditions: A. There shall be no employment of help other than members of the resident family; B. The use shall not generate vehicular or pedestrian traffic not normally associated with residential uses; C. No sale or exchange of merchandise shall take place on the premises; D. No accessory building or yard space use or activity outside of the dwelling unit shall be permitted in connection with the home occupation; E. No use of commercial vehicles for delivery of goods or materials to or from the premises shall be permitted; F. No signs or other advertising shall be permitted on the premises; G. The exterior appearance of the building or of the premises shall not be altered in any manner which changes its residential character; H. In connection with the parking of limousines or vans used in connection with transporting persons for hire, said vehicles will be parked or kept only in an enclosed garage or on a paved driveway leading to a garage. No person may perform maintenance services on such a vehicle located in the residential zone other than washing, waxing, checking and adding (but not changing) oil, cleaning windows and windshields, or replacing damaged tires The applicant shall be required to execute this affidavit annually, during the month of June. Failure to comply shall result in the termination of the home occupation permit.

- A. The home occupation permit may be terminated for any of the following reasons:
 - 1. Violations of any of the conditions as spelled out in this Section (17.03.080).
 - 2. Failure to execute the annual affidavit; or
 - 3. If the permittee vacates the premises or ceases the home occupation for a period of ninety days.
- B. If the home occupation permit is terminated for any of the reasons cited in Section 17.03.040(D)(a), and the permittee feels that the decision to terminate was incorrect, he or she may appeal the action to the planning commission in writing, outlining the reasons that he or she feels that the action of the director of community development was incorrect or arbitrary and including any extenuating circumstances he or she feels are appropriate.

(Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.03.090 Plans required and site plan review (Residential Zones ONLY).

A site plan shall be submitted to the planning commission/community development department for all uses permitted by Sections 17.05.020. The site plan shall be submitted in sufficient detail to assure compliance with the intent and purpose of this part. The site plan shall include, but not be limited to, location and design of buildings and other structures, off-street parking, circulation, landscaping,

location of refuse enclosures and location and design of recreation areas. Included with the site plan shall be colored renderings of the elevations of the proposed buildings and examples of materials to be used on the exterior of the structures. The applicant for site plan review by the planning commission shall submit such application on forms prescribed by the planning commission and shall be accompanied by such fees as prescribed by written resolution of the city council. For other uses permitted by Section 17.05.020, plans shall be submitted to the department of planning and community development for review to ensure compliance with the Zoning Code and with the intent and purpose of these regulations. (Ord. 822 §1, 1989)

17.03.100 Developments within flood hazard areas.

- A. Designation of flood hazard area: The city council of the city shall have the authority to designate areas within the city when flood hazard information in the form of flood hazard boundary maps are provided by the federal or state government. (Ord. 822 §1, 1989)
- B. Permit – Required: No person, firm or corporation shall erect, construct, enlarge, or improve any building or structure located within the areas designated as Zone A on the official flood hazard boundary map without first obtaining a conditional use permit from the planning commission. (Ord. 822 §1, 1989)
- C. Permit – Application: To request a conditional use permit required by Section 17.03.100(B), the applicant shall first file an application in writing on forms provided for that purpose. Such forms shall be accompanied by twelve copies of a plot plan, drawn to a scale of not less than one foot equals twenty feet, and by a fee as established by written resolution of the city council. Every application shall:
 - a. Identify and describe the work to be covered by the permit for which the application is made;
 - b. Describe the land on which the proposed work is to be done by lot, block, tract and street address or similar description that will readily identify and definitely locate the proposed project;
 - c. Indicate the use or occupancy for which the proposed work is intended;
 - d. Be accompanied by plans and specifications for the proposed construction;
 - e. Be signed by the permittee or authorized agent who may be required to submit evidence to indicate such authority;
 - f. Within designated flood prone areas, be accompanied by elevations (in relation to mean sea level) of the lowest habitable floor (including basement) or in the case of floodproofed nonresidential structures, the elevation to which it has been floodproofed. Documentation or certification of such elevations will be maintained by the community development department;
 - g. Provide such other information as reasonably may be required by the planning commission. (Ord. 822 §1, 1989)
- D. Conditional use permit – Review: The planning commission shall review all conditional use permit applications to determine if the site of the proposed development is reasonably safe from flooding and that all necessary permits have been received as required by federal or state law. In reviewing

applications for new construction, substantial improvements, prefabricated buildings, placement of mobile homes and other developments the commission shall:

- a. Obtain review and reasonably utilize, if available, any regulatory flood elevation data from federal, state or other sources, until such data is provided by the Federal Flood Insurance Administration in a Flood Insurance Study; and require within areas designated as Zone A on the official map that the following performance standards be met:
 - i. The first floor elevation (to include basement) of new residential structures, to be elevated to or above the regulatory flood elevation.
 - ii. The first floor elevation (to include basement of nonresidential structures) to be elevated or floodproofed to or above the regulatory flood elevation.
- b. Require the use of construction materials and utility equipment that are resistant to flood damage.
- c. Require the use of construction methods and practices that will minimize flood damage.
- d. Be designed or anchored to prevent flotation, collapse, or lateral movement of the structures or portions of the structure due to flooding.
- e. Assure that in regard to mobile homes, specific anchoring requirements are:
 - i. Over-the-top ties to be provided at each of the four corners of the mobile home with two additional ties per side at the intermediate locations and mobile homes less than fifty feet long requiring one additional tie per side.
 - ii. Frame ties to be provided at each corner of the home with five additional ties per side at intermediate points and mobile homes less than fifty feet long requiring four additional ties per side.
 - iii. All components of the anchoring system be capable of carrying a force of four thousand eight hundred pounds.
 - iv. Any additions to mobile homes to be similarly anchored. (Ord. 822 §1, 1989)

E. Review of tentative subdivision map:

- a. The planning commission shall review all tentative subdivision maps and shall make findings of fact and assure that:
 - i. All such proposed developments are consistent with the need to minimize flood damage;
 - ii. Subdivision proposals and other proposed new developments greater than five acres or fifty lots, whichever is lesser, include within such proposals regulatory flood elevation data in areas designated Zone A;
 - iii. Adequate drainage is provided so as to reduce exposure to flood hazards;
 - iv. All public utilities and facilities are located so as to minimize or eliminate flood damage. (Ord. 822 §1, 1989)

- F. New water and sewers: New and replacement water and sewer systems shall be constructed to eliminate or minimize infiltration by or discharge into floodwaters. Moreover, on-site waste disposal systems will be designed to avoid impairment or contamination during flooding. (Ord. 822 §1, 1989)
- G. Flood-carrying capacity: The planning commission shall ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. The city will notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to the Administrator. Moreover, the city will work with appropriate state and federal agencies in every way possible in complying with the National Flood Insurance Program in accordance with the National Flood Disaster Protection Act of 1973. (Ord. 822 §1, 1989)

Applicability: This chapter shall take precedence over conflicting ordinances or parts of ordinances. The city council may, from time to time, amend the ordinance codified in this chapter to reflect any and all changes in the National Flood Disaster Protection Act of 1973. The regulations of this chapter are in compliance with the National Flood Insurance Program Regulations as published in the Federal Register, Volume 41, Number 207, dated October 26, 1976. (Ord. 822 §1, 1989)

17.03.110 Final review and certification of plans.

A building permit may not be issued unless and until the director of planning and community development, or his or her representative, certifies on such site plan that it complies with the conditions imposed by the planning commission and that it is consistent with the intent of each residential zone (R-1, R-2 and R-3). (Ord. 822 §1, 1989)

17.03.120 Improvement project areas – site plan review.

Application Filing	
Step 1	Application shall be submitted to the director of community development, or designee, on forms prescribed by the city and accompanied by the required fees established by the city council. Prior to the accepting the application, the director or designee, may require that one or more meetings be held with the project proponent and/or representatives. The application shall be accompanied by a site plan of the entire property on which any development is proposed. The site plan shall show the size and location of each existing and proposed structure as well as the size and location of any existing structures to be removed or relocated. The site plan shall also show all off-street parking, vehicular traffic and pedestrian circulation, landscaping, refuse enclosures, mechanical equipment, easements, drainage structures (existing and proposed) and other information deemed necessary by the director of community development, or designee, or by the planning commission. The application shall also be accompanied by elevation drawings of each proposed new structure and any existing structure proposed to remain on the site. The elevation drawings shall also show any other information deemed necessary by the director of community development, or designee, or by the planning commission. One copy of the elevation plans shall show the proposed colors and finish material for all proposed new structures and those structures which are proposed to remain. (Ord. 1020 §2, 2000; Ord. 1002 §1, 1998; Ord. 897 §1, 1991)

Application Processing	
Conditions of New Improvements	The planning commission shall consider the development proposal only at a public hearing pursuant to the provisions of Chapter 17.03.130. (Ord. 1020 §4, 2000; Ord. 1002 §1, 1998; Ord. 897 §1, 1991). After considering all the evidence presented at a public hearing, the planning commission shall render its decision(s) by a written resolution. In reaching any decision the planning commission shall consider the following criteria; A. Compatibility with the city's General Plan, the improvement plan for the area, and the surrounding uses, both existing and planned; B. Compatibility of architecture and design with existing and anticipated development in the vicinity, and/or with adopted design guidelines including the aspects of site planning, land coverage, landscaping, appearance and scale of structures and open space, and other features relative to harmonious and attractive development of the area. C. The planning commission shall approve, approve with conditions, or disapprove the application. In all cases appropriate findings shall be made for any decision. D. Any person aggrieved by a decision of the planning commission may appeal that decision to the city council pursuant to the provisions of Section 17.03.130 of this Code. Subsequent to any decision of the planning commission taken pursuant to this chapter, the city council, or any member(s) of the city council, may, within fourteen calendar days from the effective date of that decision, call that decision for review by the city council. Said review shall be held at a duly noticed public hearing pursuant to the provisions of Chapter 17.03.130. Upon completion of the review, the city council may affirm, rescind or modify the decision of the planning commission. (Ord. 1020 §5, 2000; Ord. 1002 §1, 1998; Ord. 897 §1, 1991)
Existing Improvements	Exemption of existing improvements: approval under this chapter shall not result in requirements to alter or improve any existing improvements, unless: A. Such existing improvements are to be altered in connection with, or are directly affected by, the proposed construction, grading or remodeling; or B. The value of the proposed construction, alteration, remodeling or other improvements being made exceeds fifty percent of the value of existing improvements. (Ord. 1002 §1, 1998; Ord. 897 §1, 1991)

Application Approvals	
Step 1 – Condition for Approval	A site plan and architectural review, in addition to any other permits and entitlements to use, shall be required for any use, or development of, property located within an improvement project area in the city which involves any of the following: A. Any new building with a gross floor area of five thousand square feet, or any addition to an existing building or structure which equals or exceeds fifty percent of the gross square footage of the existing building or structure. B. Any use of the property or structure(s) which would be substantially different from the existing use of the property or structure(s), or in the case of vacant property or structure(s), any use which would be substantially different than the most recent previous use of the property or structure(s).
Step 2 –	Subsequent to planning commission approval and before final inspection and approval or release of utility service(s) by the city building official, or designee, the department

Approval Compliance	of community development shall inspect the site for compliance with the approved plan and conditions of approval, if any. Any deficiencies which are not corrected to the satisfaction of the director of community development shall be noted in writing. The property owner and city building official shall be provided copies of the written notice of noncompliance and final approval and release of utility service(s) shall not be given. If the property owner or his or her representative believes the director is incorrect in the finding of noncompliance, the property owner or authorized representative may file a written appeal to the planning commission which shall, at a duly noticed public hearing, make the determination of compliance.
Step 3 – Subsequent modifications	Subsequent modifications, additions, or deletions to the approved plans or conditions may be considered by the planning commission upon the filing of an application by the owner (or authorized representative) of the subject. Planning commission shall make a determination regarding the requested modifications. A public hearing on the proposed modification(s) shall not be required unless the planning commission determines that the proposed modification extends beyond the intent of the original approval. (Ord. 1020 §7, 2000; Ord. 1002 §1, 1998; Ord. 897 §1, 1991)
Step 4 – Extension	Upon application filed with the department of community development not less than sixty days prior to the date upon which an approval will expire pursuant to subsection A of this section, the planning commission may extend the approval if the planning commission finds that termination of the approval would constitute an undue hardship upon the applicant, and finds that the continuation of the approval would not be materially detrimental to the health, safety, and general welfare of the public. Extensions shall not be granted for more than a total of one year unless a public hearing is held and approval granted in the same manner and based upon the same criteria as set forth in this chapter. (Ord. 1020 §8, 2000; Ord. 1002 §1, 1998; Ord. 897 §1, 1991)
Step 5 – Expiration	Expiration of site plan approval: site plan approval shall become automatically null and void, unless otherwise provided in this chapter or unless extended as provided in subsection B of this section, if any of the following occurs: A. Failure to Commence Construction. A construction permit, if required for work authorized in the approved site plan, is not obtained from the building official within one year from the date of approval by the improvement district board. Work authorized by the construction permit shall commence within one hundred eighty days from the date of issuance of said permit and such work shall not be suspended or abandoned at any time after commencement for a period of one hundred eighty days or more; B. Condition of Permit Approval. Circumstances which terminate the permit pursuant to any termination provisions included as a condition of the site plan approval; C. Automatically Permitted Development. Upon a change of zoning classification or of ordinance provisions which automatically permits the development. Each nonconformity, if any, existing at the time of expiration of the site plan approval shall be brought into conformance pursuant to Section 17.03. D. Ineligible Use. Upon a change of zone or of ordinance provisions which provides that the use is no longer eligible for site plan approval. Termination of such use and each nonconformity thereof shall be in accordance with this Chapter. E. If none of the above circumstances transpires, the site plan approval shall remain in effect indefinitely.

Application Timelines	
14 calendar days from effective date of decision of planning commission	Timeline in which city council, or any member(s) of the city council, may call that decision for review by the city council. Said review shall be held at a duly noticed public hearing pursuant to the provisions of Section 17.03.130. Upon completion of the review, the city council may affirm, rescind or modify the decision of the planning commission.
14 days of the final decision on application approval of the director of community development	Timeline in which property owner or his or her representative may appeal what is believed to be an incorrect in the finding of noncompliance. The property owner or authorized representative may file a written appeal to the planning commission which shall, at a duly noticed public hearing, make the determination of compliance.
60 days prior to the date of approval	Timeline in which the planning commission may extend the approval if the planning commission finds that termination of the approval would constitute an undue hardship upon the applicant, and finds that the continuation of the approval would not be materially detrimental to the health, safety, and general welfare of the public.
180 days from date of issuance of permit	Timeline in which work authorized by the construction permit shall commence. Such work shall not be suspended or abandoned at any time after commencement.
Up to 1 year	Timeline for extensions of unless a public hearing is held and approval granted in the same manner and based upon the same criteria as set forth in this chapter.

17.03.130 Public hearings – procedure and conduct.

Timelines	
10-60 days after filing of application requiring a public hearing	Timeline in which a public hearing must be set. When an application requiring a public hearing has been filed, the matter shall be set for public hearing before the planning commission.
10 days prior to date of hearing	Notice of a scheduled public hearing shall be prepared not less than ten days prior to the date set for the hearing. As a minimum the notice shall include: The matter under consideration; The date, time, place and body before which the hearing will be held; An invitation to proponents and opponents to give testimony on the matter under consideration.
10 days prior to date of hearing	Except for text amendments, a copy of the notice of public hearing shall be sent to all owners of property located within a radius of three hundred feet of the exterior boundaries of the property to which the public hearing applies. The list of property owners shall be taken from the latest assessment roll of Los Angeles County. This notice shall be mailed not later than ten days prior to the date of the public hearing.
No later than 10 days after date of decision	A. Timeline in which any person may appeal any decision of the planning commission to the city council by filing a written appeal with the city clerk; provided, however, that if City Hall is not open for business on

		the tenth day of the appeal period, the appeal period is extended to include the next business day. B. Timeline in which any two members of the city council may call any decision of the commission for review by the city council by filing a written review request with the city clerk. The request shall state: "The request for review has been filed because the subject matter of the decision pertains to a matter of city-wide importance that should be considered by the city's elected officials." C. The appeal or review request stays the effectiveness of the decision until the matter is resolved. (Ord. 1048 §1, 2003; Ord. 963 §§39, 41, 1995; Ord. 822 §1, 1989)
City council appeal process	Within 40 days after written appeal is filed	Timeline in which an appeal from or a council review of a planning commission decision shall be scheduled for a de novo public hearing.
	At least 10 days prior to hearing	Timeline in which the city shall provide written notice to the applicant, appellant and all persons who addressed the planning commission on the matter. After the public hearing, the city council may: affirm, reverse or modify the commission's decision; remand the matter to the commission; or continue the matter. The council's authority to modify the commission's decision includes, but is not limited to, imposing additional conditions. The council's decision shall be final and may be rendered by resolution or minute order unless state law requires a resolution.
	Within 40 days of public hearing	Timeline in which the commission's decision shall be reinstated when the council is unable to reach a decision for any reason, including a tie vote or series of tie votes, notwithstanding any other provision in this Code. In such case, the effective date of the decision shall be the fortieth day after the close of the public hearing, and the Commission's decision shall be final.

- A. Conduct of the public hearing: All public hearings shall be conducted in accordance with the rules and procedures established by the city council or planning commission for such hearings. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- B. Announcement of commission decision: All decisions of the commission in matters requiring a public hearing shall be announced by written resolution adopted by a majority of the members of the commission present. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- C. Required information – appeal: The written appeal, filed with the city clerk, must indicate in what way the appellant feels the planning commission's decision was incorrect or must provide extenuating circumstances which the appellant feels would justify reversal or modification of the commission's decision. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.03.140 Historic preservation.

- A. Title and Purpose: The provisions of this chapter shall be known as the "Historic and Aesthetic Resources Management Ordinance" of the city or by the short title of the "Historical Ordinance." (Ord. 963 §39, 1995; Ord. 822 §1, 1989) It is the purpose of this chapter to provide special conditions

and regulations for the protection, enhancement, perpetuation and use of places, buildings, structures, works of art, and other objects, having a special character or special historical or aesthetic interest or value, within the meaning of California Government Code Section 37361. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

B. Cultural resources management commission

1. There is established in the city a cultural resources management commission (“commission”) empowered to designate, oversee, protect and manage the landmarks and historical districts of the city.
2. The planning commission is designated to sit as the commission and is empowered with all power and authority to perform all of the duties hereinafter enumerated and provided with respect to landmarks and historical districts.
3. The commission shall, when necessary, consider the opinions of professionals in the field of cultural resources and historic preservation, published documents, newspaper accounts, and environmental documents relating to the resource under consideration, as well as the member of preservation related organizations such as historical societies, museums, heritage groups and civic clubs, as well as members of professional bodies such as licensed architects, attorneys, and urban planners. Also to be considered are the interests, opinions and views of the affected property owners and residents in deliberations concerning cultural resources of the city.
4. The term of the members of the commission shall run concurrently with their respective terms as appointed members of the planning commission.
5. The commission shall adopt its own policies, procedures, operating rules, and bylaws, subject to approval by the city council. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

C. Commission powers and duties: The powers and duties of the commission are as follows:

1. Prepare or cause to be prepared a comprehensive inventory of potential landmarks and historical districts within the city;
2. Recommend to city council designation of specific sites as landmarks and historical districts within the city;
3. Review and comment upon the conduct of land use, housing and redevelopment, municipal improvement, and other types of planning programs undertaken by any agency of the city, the county, or state, as they relate to the cultural resources of the community;
4. Review application for permits to construct, change alter, modify, remodel, remove, or significantly affect any landmark or historical district;
5. Review and comment upon all applications for permits, environmental assessments, environmental impact reports, environmental impact statements, and other similar documents as they affect landmarks or historical districts;
6. Approve or disapprove, in whole or in part, applications for permits pursuant to Section 17.03.140 F.;

7. Make recommendations to the council concerning the acquisition of development right, façade easements, and the imposition of other restrictions and the negotiation of historical property contracts for the purpose of historic preservation;
 8. Recommend acceptance of dedications of private property for purposes of public areas, maintenance, landmark designation, historic easements, or any other easement or dedication, pursuant to preservation and maintenance of the city's cultural resources;
 9. Increase public awareness of the value of historic, architectural and cultural preservation by developing and participating in public information programs and by recommending the update of the preservation program;
 10. Make recommendations to the council concerning the utilization of grants from federal and state agencies, private groups and individuals and the utilization of budgetary appropriations to promote the preservation of historic or architecturally significant structures in the city;
 11. Evaluate and comment upon decisions by other public agencies affecting the physical development and land use patterns in designated sites and areas;
 12. Cooperate with local, county, state and federal governments in the pursuit of the objectives of historic preservation;
 13. Keep minutes and records of all meetings and proceedings including voting records, attendance, resolutions, findings, determinations and decisions. All such material shall be public records;
 14. Render advice and guidance, upon the request of the property owner or occupant, on the restoration, alteration, decoration, landscaping or maintenance of any landmark or historic district, or neighboring property within public view;
 15. Participate in, promote, and conduct public information, educational, and interpretive programs pertaining to cultural resources;
 16. Perform any other functions that may be designated by resolution or motion of the city council;
 17. To perform all functions, powers and authorities to achieve the goals and purpose stated in Section 17.03.140 A. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- D. Design criteria: For the purpose of this chapter, an improvement may be designated a landmark by the city council, and any area within the city may be designated an historic district by the city as hereinafter provided if it meets the following criteria:
1. It exemplifies or reflects special elements of the city's cultural, social, economic, political, aesthetic, engineering, or architectural history; or
 2. It is identified with persons or events significant in local, state, or national history; or
 3. It embodies distinctive aesthetic characteristics of a style, type, period, or method of construction, or is a valuable aesthetic example of the use of indigenous materials or craftsmanship; or

4. It is representative of the notable aesthetic work of a builder, designer or architect. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- E. Designation procedures: Landmarks and historic districts shall be designated by the city council in the following manner:
1. Any person may request the designation of a landmark or the designation of an historic district by submitting an application for such designation to the commission. The commission or city council may also initiate such proceedings on their own motion.
 2. The commission shall conduct a study of the proposed designation and make a preliminary determination based on such documentation as it may require, as to its appropriateness for consideration. If the commission determines that the application merits consideration, but only if it so determines, it shall schedule a public hearing with due speed and so notify the applicant (if any) in writing.
 3. No building, alteration, demolition or removal permits for any improvement, building or structure within the proposed historic district or relative to a proposed landmark shall be issued while the public hearing or any appeal related thereto is pending.
 4. In the case of a proposed landmark, notice of the date, place, time and purpose of the hearing shall be given by first class mail to the applicants, owners, and occupants of the landmark at least ten days prior to the date of the public hearing, using the names and addresses of such owners as shown on the latest equalized assessment rolls, and shall be advertised once in a newspaper of general circulation.
 5. In the case of a proposed historic district, notice of the date, place, time and purpose of the hearing shall be given by first class mail to the applicant, owners and occupants of all properties within the proposed district at least ten days prior to the date of the public hearing, using the names and addresses of such owners as shown on the latest equalized assessment rolls, and shall be advertised once in a newspaper of general circulation.
 6. At the conclusion of the public hearing, but in no event later than thirty days from the date set for the initial public hearing for the designation of a proposed landmark or historic district, the commission shall recommend to the city council approval in whole or in part, or disapproval in whole or in part of the application in writing.
 7. The city council, within thirty days of receipt of the recommendations from the commission, shall by resolution approve or conditionally approve the application in whole or in part, or shall by motion disapprove it in its entirety.
 8. Failure to send any notice by mail to any property owner where the address of such owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed designation. The commission and council may also give such other notice as they may deem desirable and practicable.
 9. Any determination of the commission pursuant to this chapter shall be subject to appeal to the city council pursuant to the provisions of Sections 17.03.130. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

F. Permits

Application Filing and Required Documents	
Step 1	Prior to the submission of an application for a building or other permit involving any designated or potential cultural or historic district under consideration by the commission or the council, the proposal must first be reviewed and cleared by the planning division to ensure compliance with this chapter and with other provisions of this title. It is unlawful for any person to tear down, demolish, construct, alter, remove, or relocate any landmark, or any portion thereof, which has been designated as a landmark pursuant to the provisions of this chapter, or which lies within a designated historic district, or to alter in any manner any exterior architectural feature within an historic district, or to place, erect, alter or relocate any sign within an historic district or on a landmark, without first obtaining written approval to do so in the manner provided in this chapter, nor shall the building official grant any permit to carry out such work on a designated landmark or within an historic district, without the prior written approval of the commission. While a potential landmark or historic district is under consideration by either the commission of the city council, the building official shall not grant or issue any permit that would tear down, demolish, construct, alter, remove or relocate any such potential landmark or historic district, or portion thereof. The commission staff shall be responsible for informing the building official of nomination procedures of potential landmarks or historic districts, in the most expedient manner. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
Step 2	Such applications shall be accompanied by such materials as are required by the commission and are reasonably necessary for the proper review of the proposed project. Such materials may include, but are not limited to, front, side and rear elevations, exterior drawings, a site plan, materials samples, photographs, historical data, illustrations of proposed grading or drainage, landscaping plans, and line drawings of adjacent properties (especially where the height of an existing improvement will be altered or in the case of new construction). If no other city permit is required to pursue work on a landmark or historic district designated or under current consideration, whoever is responsible for the work, whether it is the tenant, resident or property owner, shall apply for approval to the commission staff directly.
Step 3	The building official shall report any application for a permit to work on a designated or potential (under current consideration) landmark or historic district for which clearance has not been granted by the city to the commission staff directly. No application for any permit shall be accepted until and unless clearance has been given the staff.
Step 4	An environmental impact report (EIR) or negative declaration shall be required in conformance with the provisions of the California Environmental Quality Act (CEQA), with respect to demolition or alteration of any potential landmark or historic district. The findings of the environmental document shall be considered in the issuance or denial of permits. Should the commission or city council hold in opposition to the findings of the environmental document, a written statement of overriding concern shall be made by the

	issuing body. All costs for production of the environmental documents shall be borne by the applicant.
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Application Processing	
Step 1	The commission shall complete its review and make a decision within thirty days of the date of receipt of the application. Unless legally required, there shall be no notice, posting or publication requirements for action on the application, but all decisions, interim or final, shall be made at regular meetings of the commission. The commission's decision shall be in writing and shall state the findings of fact and reasons relied upon in reaching its decision.
Step 2	In review of permits sought in order to wholly or partially remove or demolish a landmark or historic district the commission may approve or disapprove the issuance of the permit or permits. A commission decision may be appealed by any person or persons directly to the city council, and the applicant and the appellant shall be given a reasonable opportunity to be heard by the council in support of or in opposition to the appeal. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

Application Approval and Disapproval	
Conditions of Approval	The commission or the city council, upon appeal, shall issue an approval for any proposed work as described in Section 17.03.140 G., if and only if, it determines: A. In the case of a designated landmark, the proposed work would not detrimentally alter, destroy or adversely affect any exterior architectural feature; or B. In the case of any property located within an historic district, the proposed construction, removal, rehabilitation, alteration, remodeling, excavation or exterior alteration does not adversely affect the character of the district; or C. In the case of construction of a new improvement, building or structure upon a landmark site, the exterior of such improvements will not adversely affect and will be compatible with the external appearance of existing designated improvements, buildings and structures on site. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
Disapproval - Showing of hardship	The commission or city council need not disapprove an application for permit to carry out any proposed work in an historic district, or on a landmark or a landmark site, if the applicant presents clear and convincing evidence of facts demonstrating to the satisfaction of the commission or city council that such disapproval will work immediate and substantial hardship on the applicant, whether this be property owner, tenant or resident, because proposed work, or because of conditions peculiar to the particular improvement, building or structure or other feature involved, and that failure to disapprove the application will not be substantially destructive to the purposes of this chapter. If a hardship is found to exist under this section, the commission or city council shall make a written finding to that effect, and shall specify the facts and reasons relied upon in making such a finding. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

Application Timeline

Within 30 days of the date of receipt of the application	Timeline in which commission shall complete its review and make a decision on application.
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G. Maintenance and repair

1. Nothing in this chapter shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any property covered by this chapter that does not involve a change in design, material or external appearance thereof, nor does this chapter prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such feature when the building officer certifies to the commission that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code.
2. The owner, occupant or other person in actual charge of a designated landmark, or an improvement, building or structure in an historic district shall keep in good repair all of the exterior portions of such improvement, building or structure, all of the interior portions thereof when subject to control as specified in the designating ordinance or permit, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.
3. It shall be the duty of the department of community development and the building official to enforce this section. Where the owner of a designated landmark has been ordered by the city to make necessary repairs, but has failed to do so, the city may make improvements necessary for the maintenance of the landmark and charge the cost of those repairs to the owner as a lien upon his or her property. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

- H. Local, state and federal law: Nothing in this chapter shall be construed to mitigate the effect of any local, state, or federal codes, or law applicable to the designated landmark or historic district. However, where the preservation and maintenance of a designated landmark or historic district is in direct conflict with the provisions of this title, or this Code, the public interest will be considered best served through preemption of conflicting sections of these codes, by this chapter. All other provisions of this Code not in direct conflict with preservation of the designated landmark or historic district will not be abrogated by this chapter. (Ord. 963 §39, 1995; Ord. 822 §1, 1989).

I. Enforcement and penalties

1. **Methods of Enforcement.** In addition to the regulations of this chapter, provisions of this Code and other provisions of law which govern the approval or disapproval of applications for permits or licenses covered by this chapter, the department of community development and/or the building officer shall have the authority to implement the enforcement hereof by any of the following means:
 - a. Serving notice requiring the removal of any violation of this chapter, upon the owner, agent, occupant or tenant of the improvement, building, structure or land;

- b. Calling upon the city attorney to institute any necessary legal proceedings to enforce the provisions of this chapter, and the city attorney is authorized to institute any action to that end;
 - c. Calling upon the Los Angeles County sheriff and authorized agents to assist in the enforcement of this chapter.
- 2. In addition to any of the foregoing remedies, the city attorney may maintain an action for injunctive relief to restrain or enjoin or to cause the correction or removal of any violation of this chapter, or for an injunction in appropriate cases.
- 3. Any owner, landlord, or tenant of any designated landmark, or any landmark under consideration for designation by the commission, who tears down, demolishes, alters, removes, or relocates the landmark, or portion thereof, shall replace and restore the landmark to its original condition at his or her own expense, including all additional expenses incurred by the city in enforcing this provision.
- 4. Penalties. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding one thousand dollars, or be imprisoned for a period not exceeding six months, or be so fined and imprisoned. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.03.150 Amendments to zoning regulations.

- A. General: Whenever the public necessity, convenience or general welfare will be benefitted, the city council may amend the regulations herein, adjust the boundaries of zone districts, or reclassify properties. Insofar as possible, amendments should be in agreement with officially adopted city policies and plans, and shall be consistent with General Plan. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- B. City policies and plans review: In the event a proposed amendment is inconsistent with current city policies and plans, review by the planning commission of such proposed amendment and of current city policies and plans shall be coordinated so that the city council will be able to consider in one proceeding any recommended amendments to city policies and plans necessary to retain consistency by reason of such amendment. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- C. Consistency with hazardous waste management plan: Any decision on a proposed zoning amendment shall be consistent with the portions of the county of Los Angeles hazardous waste management plan as approved November 30, 1989, relating to siting of and siting criteria for hazardous waste facilities. (Ord. 963 §39, 1995; Ord. 888-U §1, 1990; Ord. 887 §1, 1990)
- D. Initiation of amendments:
 - 1. Text Amendments. Text amendments may be initiated by a motion of the city council or the planning commission or by the director of planning development.
 - 2. Property Rezoning. Property rezoning may be initiated by a motion of the city council or the planning commission, by the director of community development, or by an application signed by the owner(s) of all property affected. The application must be on forms prescribed by the

planning commission and must be submitted to the community development department. Unless an application is made by a public agency or duly constituted governmental body, it must be accompanied by a fee established by written resolution of the city council.

3. Property Pre-zoning. An unincorporated area may be pre-zoned to determine the zoning that will apply in the event of subsequent annexation to the city. Procedures for initiation are the same as for property rezoning.
4. Property Interim Zoning. Properties not pre-zoned upon annexation must be interimly zoned. The planning commission must consider permanent (precise) zoning thereafter at its earliest convenience. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

E. Planning commissions procedure:

1. Public Hearing. The planning commission shall hold at least one public hearing on all text amendments and property rezoning proposals. No public hearing shall be required for interim zoning proposals.
2. Public Notice. Notice of public hearing shall be made in accordance with Chapter 17.03.130.
3. Options. The planning commission may disapprove, continue to a later meeting, or recommend approval of a text amendment or property rezoning to the city council. Recommendations for approval shall be based on the following findings.
 - a. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the city; and
 - b. The proposed change is in conformance with the purpose of this chapter and with all applicable, officially adopted policies and plans; and
 - c. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified; and
 - d. All uses permitted when the property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question.
4. Appeal. The applicant, or any other interested party, may appeal the decision of the planning commission to the city council in accordance with provisions of Section 17.03.130. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

F. City council procedure:

1. Public Hearing. The city council must hold at least one public hearing on each planning commission recommendation to amend the text of this title or to reclassify property. No public hearing shall be required for interim zoning.
2. Public Notice. Notice of public hearing shall be made in accordance with Section 17.03.130.
3. Options. 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 council's decision must be based on the required findings contained in Section 17.03.150 E.

4. Effective Date. The city council's decision to approve a text amendment or rezoning shall become effective thirty days from the date of adoption of the ordinance approving the change. All other decisions shall become effective fourteen days after approval.
5. Pre-zoning Time Limit. If, within one year of official city council approval of a pre-zoning the subject area has not yet been annexed to the city, the approval may be subject to reconsideration by the planning commission and city council. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- G. Expanded area of considerations: When in the opinion of the director of community development, or upon direction of the planning commission or city council, it is determined that an area subject to reclassification consideration should be expanded or contracted to fulfill the findings specified in Section 17.03.150 E., the procedure required for approval is the same as specified for the commission and council in Sections 17.03.150 E. and 17.03.150 F. Said expansion may be initiated by the director of community development, planning commission or the city council. Final reclassification may include all, a portion, or none of the expanded or contracted area. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- H. Reapplication: Reclassification shall not be reconsidered within one year from the date of the last official action taken unless the submittal is first approved by the planning commission or city council. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- I. Reclassification – conditions attached or attachable: Conditions of approval for reclassification shall not be cited in ordinances of reclassification. Whenever prerequisite conditions are deemed necessary, ordinances of reclassification shall not be finally acted upon until provisions for compliance have been made. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.03.160 Variances.

- A. Purpose: Variances from the terms of the zoning regulations shall be 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 property in the vicinity and under the identical zoning classification. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- B. Conditions: Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zoning district in which such property is situated. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- C. Variance prohibited: A variance shall not be granted which authorizes a use or activity which is not otherwise expressly authorized by the regulations which govern the zone district in which the parcel or property is located. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- D. Required findings: No variance shall be granted by the commission unless it finds:

1. That the strict application of the zoning regulations would result in practical difficulties or unnecessary hardships, not of the applicant's making
 2. That there are exceptional circumstances or conditions applicable to the property involved that do not apply to other property in the vicinity and in the identical zone
 3. The approval of the variance will not result in a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and in the identical zone
 4. That the granting of the variance will not be in conflict with the General Plan or with any approved specific plan or neighborhood plan. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- E. Consistency with hazardous waste management plan: Any decision on an application for a variance shall be consistent with the portions of the county of Los Angeles hazardous waste management plan as approved November 30, 1989, relating to siting of and siting criteria for hazardous waste facilities. (Ord. 963 §39, 1995; Ord. 888-U §3, 1990; Ord. 887 §3, 1990)
- F. Application and fee: Application for variances shall be filed with the commission upon forms and accompanied by such data as may be prescribed by the commission, so as to assure the fullest practical presentation of the facts for the public record. The filing fees for variances shall be established by written resolution of the city council and no part of such fee is refundable unless the application is withdrawn prior to publication of the notice of public hearing. No fee shall be required of any recognized civic or governmental organization. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- G. Public hearing: Upon the filing of an application for a variance from the provisions of these regulations, the commission shall set a date for a public hearing before the commission on the matters contained in the application. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- H. Commission action: If, from the facts presented with the application at the public hearing, or by investigation by, or at the direction of the commission, the commission makes the findings set forth in Section 17.03.140 D. above, the commission may grant the requested variance, in whole or in part, upon such terms and conditions as it may deem necessary to conform with the general intent and purpose of these regulations. If the commission fails to make the required findings, the application shall be denied. Each decision by the commission, authorizing a variance from the regulations established by this title shall be by written resolution adopted by a majority of its membership, setting forth the required findings. (Ord. 963 §39, 1995; Ord. 822 §1, 1989).
- I. Conditions of approval: The commission may attach such reasonable conditions to the approval as it deems necessary to ensure that the proposed use will be compatible with the surrounding area and with the goals of the city and that the variance will not constitute a grant of special privilege. All conditions shall be binding upon the applicants, their successors, and assigns, and shall run with the land; shall limit and control the issuance and validity of certificates of occupancy, and shall restrict and limit the construction, location, use and maintenance of all land and structures within the parcel, lot or development. (Ord. 1237 §7, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- J. Expiration: If the variance is not utilized within the twenty-four-month timeframe, the applicant may apply for an extension before the expiration of the permit on a form approved by the community development director. (Ord. 1237 §7, 2019)

- K. Notice of decision: Not later than ten days following the commission's decision to grant or deny the variance, the applicant shall be notified in writing of the commission's decision. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- L. Effective date and appeal: No variance authorized or granted by the commission shall become effective until after an elapsed period of fourteen days from the date the determination is made, during which time a written appeal from the decision may be taken to the council by the applicant or any person aggrieved or affected by such determination. (Any appeal of a decision, by the commission, must be made in accordance with the provisions of Section 17.03.110 of these regulations.) (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- M. Continuation of existing variances: Variances granted by the commission prior to the effective date of the adoption of these regulations or of any amendment thereto may be continued provided all conditions of such variances continue to be met. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.03.170 Nonconformities.

- A. Intent and Purpose: The purpose of the provisions of this chapter shall be to provide for the regulation and eventual elimination of uses and structures not in compliance with the requirements of the zone in which they are located. It is hereby declared that the nonconforming use of land and structures is detrimental to the orderly development of the city and is detrimental to the public health, safety, convenience and general welfare of persons and property within the city. It is further declared that it is the policy of the city that such nonconforming uses shall be eliminated as rapidly as may be done without infringing upon the constitutional rights of the property owners of such nonconforming uses. The continuation of nonconforming uses as provided in this chapter is intended to prevent economic hardship and to allow the useful economic value of structures to be consumed or realized within the specified time periods. Nonconforming uses are declared to be illegal and prohibited after the termination dates set forth in this chapter. (Ord. 964 §5, 1995; Ord. 822 §1, 1989)
- B. Existing Uses: Any existing use or structure which does not conform to the regulations of this title or to any subsequent amendments thereto, but which was in conformance with all ordinances and laws, or which was a legal use on the effective date of Ordinance No. 182, or of any subsequent amendment thereto, shall be classified as nonconforming. A nonconforming building or structure, or a nonconforming portion of a building shall be deemed to constitute a nonconforming use of the land upon which it is located. However, only that portion of the property actually utilized for the nonconforming use shall be considered nonconforming. Any legally existing use or structure existing on the effective date of these regulations, or of any subsequent amendment thereto, which is now listed as a conditional use in the zone district in which it is located shall be classified as a nonconforming use and shall so remain until a conditional use permit has been granted by the planning commission in accordance with the provisions of these regulations. (Ord. 964 §6, 1995; Ord. 822 §1, 1989)
- C. Continuation: A lawfully existing nonconforming use or structure may continue to be utilized for a specific length of time as set forth in Section 17.03.170 J., provided there is no structural alteration, increase or enlargement of area, space or volume occupied or devoted to such use, except as otherwise permitted by these regulations. (Ord. 822 §1, 1989)

- D. Repairs, alterations, additions and construction: Such repairs and maintenance work that may be required to keep nonconforming building or structures in a safe and sound condition may be made. However, structural alteration of nonresidential building which would require a building permit shall be limited to those necessary to restore the structure to a safe condition. The allowable extent of alterations shall be limited as provided in these regulations. No repair or alterations made to any nonconforming structure or use shall be construed as authorizing an extension of any time limit for the termination of nonconformity. (Ord. 822 §1, 1989)
- a. Additions, alterations or reconstruction shall be allowed only for the purpose of relieving overcrowded conditions or to provide adequate living space for the family living on the premises, and only where it can be shown that they would not adversely affect the subject property or the surrounding area, and any such additions, alterations or reconstruction shall require approval of the city. Such additions, alterations or reconstruction shall not be allowed for the purpose of gaining additional rent or revenue. The director of community development is authorized to approve additions and alterations to nonconforming residential structures within the city, where the addition or alteration does not increase the nonconformity. (Ord. 1232 §5, 2019; Ord. 822 §1, 1989)
 - b. Additions and alterations to nonconforming commercial or industrial uses may be authorized only by a conditional use permit granted in accordance with the provisions of this title. The planning commission must make the following findings in order to grant the conditional use permit:
 - i. Proposed additions or alterations are needed to relieve overcrowded conditions and to modernize an existing use to the extent that it can successfully operate. Such additions or alterations may not be used for the establishment of a new enterprise.
 - ii. Proposed additions or alterations shall not be permitted if they would adversely affect the existing development or impede further conforming development of the property or of the surrounding area for permitted uses.
 - iii. The owners of the subject property shall execute a written agreement which provides that any alterations made pursuant to this section shall not extend the time set forth in these regulations for the termination of such nonconforming structure. (Ord. 964 §7, 1995; Ord. 822 §1, 1989) Repairs to partially destroyed structures
 - c. Repairs to partially destroyed structures: a nonconforming building or structure which is damaged or partially destroyed to the extent of not more than fifty percent of its assessed value at that time, may be restored and the occupancy or use of such building, structure or part thereof which existed at the time of such destruction may be continued or resumed; provided, that the total cost of such reconstruction does not exceed fifty percent of the assessed value of the building or structure at the time of such damage, and that such restoration is started within a period of one year of such damage. In the event such damage or destruction exceeds fifty percent of the assessed value of such building or structure, no repairs or reconstruction shall be made unless every portion of such building or structure is made to conform to all regulations of the district in which it is located. (Ord. 822 §1, 1989)

- d. Structures under construction: Where valid building permits have been issued for a structure prior to the effective date of these regulations, the structure may be completed and used in accordance with the plans and specifications upon which such permits were issued, provided construction is commenced within thirty days after the issuance of the permits and work is diligently pursued to completion within the subsequent six-month period. (Ord. 822 §1, 1989)
- E. Public uses, quasi-public uses, and public utilities
 - a. A lawfully existing nonconforming school, park, library, fire station, church or other public or quasi-public use may be added to, extended or altered; provided, that such additions, extensions or alterations do not extend beyond the boundaries of the existing site; and provided that such additions, extensions or alterations comply with the development standards and all other provisions of this title. (Ord. 822 §1, 1989)
 - b. The planning commission, by written finding, may determine that a particular public utility facility or installation, nonconforming to the requirements of this title, is necessary to serve the areas in which it is located. The public utility facility may then be extended, or altered provided the facility does not extend beyond the boundaries of the existing site, and provided that the addition, extension, or alteration complies with all other provisions of this title. (Ord. 822 §1, 1989)
- F. Change of nonconforming use: No nonconforming use shall be changed to another nonconforming use, nor shall a nonconforming use be extended to displace a conforming use except in accordance with the provisions of this title. (Ord. 822 §1, 1989)
- G. Reversion to nonconforming status: Any portion of a nonconforming building or use which is altered or changed to a conforming use shall not thereafter be used for a nonconforming use. (Ord. 822 §1, 1989)
- H. Abandonment of a nonconforming building or use – extensions: Where a nonconforming building, structure or use of a building, structure, or land has ceased for a period of ninety days or longer, such nonconformity shall be deemed to be abandoned. All nonconforming rights and privileges pertaining to such nonconforming building, structure or use are terminated on the ninety-first day. However, the property owner may apply for a nonconforming extension permit no later than one month prior to the end of the ninety-day period extending such ninety-day period for a period not to exceed two years. The director of community services may approve, conditionally approve, modify or deny the permit. In the event the director of community development grants such permit, the nonconforming rights and privileges pertaining to such nonconforming building, structure or use shall remain in effect until the earlier of the following events: the nonconforming building or structure is demolished; in the case of a nonconforming use, such use is replaced with a conforming use; or the day after the expiration date of the extension. (Ord. 1162 §1, 2012; Ord. 822 §1, 1989)
- I. Limitations on other uses: While a nonconforming use exists on any lot or parcel of land, no new use may be established thereon, unless the following conditions exist:
 - a. Each existing and proposed use, including all accessory buildings and uses, shall be located on a lot or parcel of land having the area required in the zone district for such use.

- b. These uses shall be so located that the lot or parcel of land can be subdivided into individual parcels, each of which shall contain no less area than required by the zone district in which the property is located. All subdivisions shall comply with the requirements of the subdivision ordinance of the city. (Ord. 822 §1, 1989)

- J. Required termination periods of nonconformities: Each nonconforming building, structure or use shall be completely removed or altered to conform to the regulations of the zone district in which it is located within the following specified periods of time.

Nonconforming buildings and structures	
Where the property is developed only with minor structures. A minor structure means any structure not requiring a building permit	3 years
Residential structures (single-family residential dwellings, two-family dwellings, three-family dwellings, and multiple-family dwellings) except those structures permitted pursuant to Chapter 17.05.	35 years from the date of construction or 20 years from the effective date of the regulations codified in this chapter, whichever is later
Commercial building and structures (including stores, offices, hotels and the like)	25 years from date of construction or 20 years from effective date of the regulations codified in this chapter, whichever is later
Industrial buildings and structures (including factories, shops and similar industrial buildings)	40 years from date of construction or 20 years from effective date of the regulations codified in this chapter, whichever is later
Metal buildings not in compliance with metal building regulations	March 17, 1989
On-site signs which have been abandoned or which rotate or have moving lighting devices	180 days
Any nonconforming structure which is destroyed or damaged to an extent exceeding 50% of its replacement value, including nonconforming residential structures	120 days from the date of such damage or destruction
Any nonconforming structure not covered otherwise by these regulations	5 years from the effective date of the regulations codified in this chapter

Nonconforming uses of building or land	
Nonconforming use of a conforming structure	7 years from effective date of these regulations codified in this chapter
Mobile home parks	35 years from date of construction or 20 years from effective date of regulations codified in this chapter, whichever is later
All other nonconforming uses	5 years from effective date of these regulations

Determination of the termination date	
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Nonconforming structures or uses which were conforming immediately prior to the effective date of Ordinance No. 182, the	Time period shall be measured from the effective date of said ordinance.
For structures or uses which hereinafter become nonconforming due to any zone change or other amendment to the zoning ordinance	Time period shall be measured from the effective date of such zone change or amendment.
For structures or uses which first became nonconforming by the provisions of any city or county ordinance prior to the effective date of Ordinance No. 182	Time period shall be measured from the date such structures or uses first became nonconforming. (Ord. 964 §8, 1995; Ord. 822 §1, 1989)

Extension of termination date
In establishing the termination date for nonconforming structures and uses, it is recognized that there may be some uses which entail a substantial investment in time and money and which may require a greater period of time to amortize than provided in Section 17.03.170 J. "Nonconforming uses of building or land". Any party may petition the planning commission for an extension of time for the termination of a nonconforming use or structure. The planning commission shall conduct a hearing on the petition and shall determine the appropriateness of the request. A copy of the recommended action shall be forwarded to the city council for final disposition. (Ord. 822 §1, 1989)

- K. Removal of structures: Prior to the expiration of the termination period, the nonconforming structure shall be completely removed or brought into compliance with the requirements of these regulations. The city shall not be liable for the cost of altering or removing any nonconforming structure or use. If the nonconforming use or structure is not brought into compliance with the requirements of these regulations, or removed in accordance with the date established in this chapter, the city shall have the right to declare the structure to be a public nuisance and to cause its removal in accordance with the provisions of Chapter 8.36. (Ord. 964 §9, 1995; Ord. 822 §1, 1989)
- L. Appeals: Any party who has been administratively ordered by the city to terminate a nonconforming use shall have the right of appeal to the city council if he or she has reason to feel that such order is unreasonable or would cause undue hardship. The city council may affirm the order or may extend the date upon which the nonconformity must be terminated. (Ord. 822 §1, 1989)

17.03.180 Modification of development standards.

- A. Purpose: The purpose of the modification of development standards is to permit a property owner or tenant to deviate from the strict application of property development standards of the zone district in which his or her property is located in cases of demonstrable hardships not warranting the granting of a variance. Such deviations shall be minor in nature. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- B. Authority: All modifications of development standards must be approved by the community development director or designee who shall have the authority to modify standards as they apply to yard and setback requirements, building height, sign height or area, parking and landscaping. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- C. Extent of modification of development standards:

1. Yard and setback standards may be modified by twenty percent of the zone district requirements.
 2. Building height standards may be modified by ten percent of the zone district requirements.
 3. Maximum sign height requirements may be modified by twenty percent and maximum sign area requirements may be modified by twenty percent.
 4. Parking requirements may be modified by:
 - a. Ten percent; or
 - b. Twenty percent with an approved valet parking plan.
 5. Landscaping requirements may be modified by ten percent of the zone district and parking ordinance requirements. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 925 §1, 1993; Ord. 822 §1, 1989)
- D. Application and fee: A request for modification of development standards shall be filed on forms prescribed by the community development director and shall be accompanied by a plot plan(s) and a fee, as established by written resolution of the city council. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- E. Plans required and plot plan review: A plot plan shall be submitted to the director of community development for any use requiring a modification of development standards. The plot plan shall include, but shall not be limited to, location of building and structures, areas designated for off-street parking and loading, circulation, landscaping, trash enclosures and the location of mechanical equipment. The community development director or designee shall review the plot plan and requested modification of standards to ensure that the intent and purpose of the zone district in which the property is located is implemented, that the requested modification is within the limits of Section 17.03.170 C. that the required showings have been made. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- F. Required showing by the applicant: Before any modification of standards will be granted, the applicant shall be required to make the following showing:
1. That the modification requested is warranted by conditions applicable to the subject property;
 2. That the modification, if granted, would not be detrimental to the property owners in the area or to the general public. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- G. Conditions of approval: Any modification of development standards granted shall be subject to such conditions as will ensure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and in the zone district within such property is located. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- H. Notice of decision: Following the action by the community development director or designee, in granting or denying the request for a modification of development standards, a letter shall be mailed

to the applicant at the address shown on the application form and to any other person requesting a copy, advising of the decision made. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)

- I. Expiration: Unless otherwise specified in the action granting the modification of development standards, any modification which has not been utilized within six months from the effective date of approval shall be null and void. The abandonment or nonuse of a modification for any period of six consecutive months shall terminate the modification and any privileges granted thereunder shall become null and void. A six-month extension may be granted by the community development director. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- J. Appeal: An appeal of a decision of the community development director may be made to the planning commission. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- K. Final review of plans: Before a building permit may be issued, the director of community development, or representative, shall sign the plot plan certifying that it complies with the conditions established and with the intent and purpose of the zone district in which the property is located. (Ord. 1237 §8, 2019; Ord. 963 §39, 1995; Ord. 822 §1, 1989)

17.03.190 Miscellaneous standards and permitted encroachments.

- A. Purpose: These standards are designed to ensure that property in the various zone districts established throughout the city are developed in a uniform and orderly manner and will promote the public health, safety, convenience, and general welfare. These development standards shall apply in addition to any other standards which may be established. (Ord. 822 §1, 1989)
- B. Accurate dimensions and calculations required—Violation: In measuring lot dimensions and other requirements set forth in this title, it shall be the responsibility of the property owner or authorized agent to provide accurate dimensions and calculations, and no person shall submit inaccurate dimensions or calculations. The submission of inaccurate dimensions which result in a lot or structure not complying with the requirements set forth in this title shall constitute a violation of this title, and any permits or approvals granted thereunder shall be void. (Ord. 822 §1, 1989)
- C. Minimum lot area: No lot shall be created with an area less than the minimum required, nor shall any existing lot be reduced in area to less than the minimum required in the zone in which such lot is located. (Ord. 822 §1, 1989)
- D. Permitted encroachments: The following projections may extend not more than four feet into a required side yard; provided, however, that the projections shall not in any event be closer than three feet to any rear or side property line:
 - 1. Cornices, eaves, belt courses, sills, buttresses or other similar architectural features
 - 2. Fireplace structure not wider than eight feet, measured in the general direction of the wall of which it is a part
 - 3. Stairways, balconies and fire escapes, provided that balconies may extend three feet into the required front setback when above the ground floor
 - 4. Uncovered porches which do not extend above the floor level of the first floor; such porches may extend six feet into the front and side yard

5. Planter boxes or masonry planters not exceeding forty-two inches in height
 6. Guard railings around ramps not exceeding forty-two inches in height
 7. A porte cochere over a driveway in a side yard, provided such structure is not more than one story and is entirely open on at least three sides, except for the necessary supporting columns and customary architectural features, and is a minimum of thirty-six inches from the side property line. (Ord. 822 §1, 1989)
- E. Distance between buildings: In the residential zones, all buildings or structures hereafter designed or erected, and all existing buildings hereafter altered shall have a minimum distance of six feet between main buildings or between main buildings and accessory buildings unless a greater distance is required by any other applicable code or regulation. (Ord. 963 §31, 1995; Ord. 822 §1, 1989)
- F. Distance between buildings—Permitted encroachments: The following projections may extend into the required open space between buildings:
1. Cornices, eaves, belt courses, sills, buttresses, or similar architectural features may extend no more than two feet into the required distance.
 2. Fireplace structures not wider than eight feet measured in the general direction of the wall of which it is a part may extend not more than two feet into the required distance.
 3. Stairways and fire escapes.
 4. Uncovered porches which do not extend above the floor level on the first floor.
 5. Balconies may extend not more than three feet into the required distance.
 6. Planting boxes or masonry planters and similar features.
 7. Guard railings around ramps. (Ord. 822 §1, 1989)
- G. Required yards—Not transferable: No yard or other open space required around a use or structure for the purpose of complying with the provisions of this title shall be considered as providing a yard or open space for any other use or structure; nor shall any yard or other required open space on a lot be considered as providing a yard or open space for an adjoining lot. (Ord. 822 §1, 1989)
- H. Measurement of building area: The area of a building shall be measured from plans submitted by the property owner or authorized agent. In the case of an existing building, measurement may be made on the site. The area of a building shall be measured to include the total floor area within the exterior walls of the structure, except that garages, porte cocheres, porches, decks, patios, breezeways and similar elements shall not be included in measuring the area of a building. (Ord. 822 §1, 1989)
- I. Visibility: All corner lots subject to yard requirements shall be maintained for safety vision purposes, a triangular area at the street intersection corner of the lot which triangle shall be formed by the front and side lot lines and a diagonal line drawn between two points located fifteen feet along the front and side lot lines from their point of intersection, or in case of a rounded lot corner, from the point of intersection of the extension of said lot lines. Within such triangular area, no tree, fence, shrub or other physical obstruction higher than forty-two inches above the established curb grade

shall be permitted. This section shall not be deemed to set aside or reduce the requirements established for security fencing either by local, state, or federal law or by safety requirements of the board of education. (Ord. 822 §1, 1989)

- J. Swimming pools—Location: A swimming pool shall not be located in any required front yard, nor shall it be located closer than five feet from any side or rear property line. (Ord. 822 §1, 1989)
- K. Swimming pools—Enclosure: Swimming pools shall be enclosed and secured as required by the city's Building Code. All required fencing and security devices must be in place and approved before any water is put into the pool. (Ord. 963 §32, 1995; Ord. 822 §1, 1989)
- L. Height measurement of fences and walls: The height of a fence or wall shall be measured at the highest finished grade within three feet of either side of the wall or fence. In order to allow for variations in topography, the height of said wall or fence may vary an amount not to exceed six inches from the maximum permitted height contained in the regulations of the zone district in which the site is located. (Ord. 822 §1, 1989)
- M. Government exception: The provisions of this title shall not apply to a fence or wall required by regulation for security fencing of any use by any local, state, or federal law, or other governing agency. (Ord. 822 §1, 1989)
- N. Construction and alteration subject to design standards: No building permit shall be issued for construction or alterations in the commercial, manufacturing and commercial manufacturing zones which meet the following criteria unless the director of planning or designee determines that the construction or alteration authorized by that building permit conforms to the design guidelines adopted by resolution of the city council:
 - 1. Construction of a building with a gross floor area greater than five thousand square feet; or
 - 2. Construction of an addition of at least five hundred square feet to an existing building so that the combined gross floor area of the existing building and the addition exceeds five thousand square feet; or
 - 3. Structural alterations of more than fifty percent of the exterior walls of an existing building. (Ord. 964 §12, 1995)

17.03.200 Enforcement.

- A. Intent and purpose: The purpose of this chapter is to define and clarify the powers of the city to enforce the provisions of the zoning ordinance. It is also the purpose of this chapter to define violations of the ordinance and to prescribe penalties and remedies for such violations. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)
- B. Applicability: The provisions of this chapter are applicable not only to private persons, agencies, and organizations, but also to all public agencies and organizations to the full extent that they may be enforceable in connection with the activities of any such public agency or organizations. Where specific chapters of this title include language concerning violations, penalties and remedies, the provisions of those chapters shall apply. (Ord. 963 §39, 1995; Ord. 822 §1, 1989)

- C. Issuance of licenses and permits: No license or permit for a use, building, or purpose where the issuance of such license or permit would be in conflict with the Zoning Ordinance shall be issued. All departments, officials or other employees of the city vested with the authority to issue licenses or permits shall not issue such permits or licenses which would not be in conformity with the provisions of the zoning ordinance. Any license or permit so issued shall be null and void. (Ord. 963 §§39, 43, 1995; Ord. 822 §1, 1989)
- D. Penalties: Any firm, corporation, person or persons violating any of the provisions of this title shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not to exceed one thousand dollars or imprisonment for not more than six months or both such fine and imprisonment at the discretion of the court. (Ord. 963 §§39, 44, 1995; Ord. 822 §1, 1989)
- E. Each day a separate violation: Each person, or persons violating any of the provisions of this title shall be deemed guilty of a separate offense for every day during which any violation of any provision of the zoning title is committed, or continued by such persons, firms or corporation and shall be punishable as provided in this chapter. (Ord. 963 §§39, 44, 1995; Ord. 822 §1, 1989)

17.03.210 Catering vehicle as a conditionally permitted accessory use to a restaurant.

- A. Purpose: The purpose of this section is to conditionally permit catering vehicles as an accessory use in conjunction with full-service restaurants. The development standards set forth herein are designed to ensure that any proposed accessory use will be compatible with surrounding uses and will not be detrimental to the health, safety and welfare. (Ord. 1094 §1, 2007)
- B. Retail sales of food from a catering vehicle: The owner or operator of a full-service restaurant may apply for a conditional use permit pursuant to Section 17.03.060 to sell and serve food from a catering vehicle as an accessory use in conjunction with that restaurant. The city may impose reasonable conditions to ensure that the proposed use will be compatible with surrounding uses and will not be detrimental to the health, safety and welfare. (Ord. 1094 §1, 2007)
- C. Application requirements: As part of the application, the applicant must provide evidence establishing:
 - 1. Permission to Operate. Ownership of the property upon which the restaurant is located or that the property owner has granted permission to allow the vehicle to be parked on the property for the purpose of conducting sales and service of food therefrom.
 - 2. Restaurant Has All Necessary Permits. The restaurant has received all necessary permits.
 - 3. Licensing Requirements. The applicant has complied with the licensing requirements for the vehicle set forth in Section 5.08.060(i) through (iv).
 - 4. Compatibility with Surrounding Uses and Property. The proposed accessory use will be compatible with uses and property in the vicinity and will not be detrimental to the health, safety and welfare. (Ord. 1094 §1, 2007)
- D. Development and operational standards: In addition to satisfying the criteria set forth in Section 17.03.060 and state law governing conditional uses, the applicant must comply with the following:

1. Location Criteria. The catering vehicle shall park in the area designated for parking for the restaurant. The catering vehicles shall not, at any time, block access to or from the parking lot or park in an area used for landscaping or walkway surfaces.
2. Operational Standards. The operator shall comply with the following standards:
 - a. No flashing lights or temporary signage is permitted on the vehicle or in the parking area.
 - b. No table or seating is permitted in the parking area.
 - c. Outdoor speakers or music are prohibited.
 - d. The restaurant's restroom facilities must be open to employees and patrons at all times when the catering vehicle is open for business.
 - e. The operator shall provide trash receptacles within ten feet of the vehicle at all times the vehicle is open for business.
 - f. The vehicle may only be open for business between the hours of six p.m. and two a.m. each day.
 - g. The parking area shall be clean at all times. During the hours that the catering vehicle is not open for business, the vehicle must be removed from the site or parked in an area where the vehicle is not visible from the street.
 - h. The vehicle must contain a cash register to record all sales. The operator must maintain register receipts for each month of the year.
 - i. There shall be no sale or service of alcoholic beverages from the vehicle. Signs shall be posted indicating no consumption of alcohol or loitering in the parking area.
 - j. The vendor shall maintain the parking area in a neat and orderly condition, and collect and dispose in a sanitary manner all debris, garbage, papers, trash, discarded food and litter generated by the vehicle. (Ord. 1094 §1, 2007)

17.03.220 Electric vehicle charging systems.

- A. Purpose: The purpose of this section is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations.
- B. Applicability: This section applies to the permitting of all electric vehicle charging systems in the City. Electric vehicle charging systems legally established or permitted prior to the effective date of this section are not subject to the requirements of this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.
- C. Electric Vehicle Charging System Requirements:

1. All electric vehicle charging systems shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission regarding safety and reliability.
2. All electric vehicle charging stations shall meet all applicable health and safety standards and requirements, including but not limited to any requirements imposed by the state and the City, local fire department and utility director, the California Building Code, City of South El Monte Municipal Code, and Federal laws including the Americans with Disabilities Act.
3. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.
4. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

D. Duties of the City's Chief Building Official:

1. All documents required for submission of an electric vehicle charging system application shall be made publicly available on the City's website.
2. The chief building official shall allow the electronic submittal of the electric vehicle charging station application.
 - a. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
3. By resolution, the City Council shall adopt a checklist of all requirements with which electric vehicle charging systems shall comply to be eligible for expedited review.
4. The electric vehicle charging system permit process and checklist shall substantially conform to recommendations contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist contained in the Zero-Emission Vehicles in California: Community Readiness Guidebook adopted by the Governor's Office of Planning and Research.

Table 17.03.220-A Development Standards for Plug-In Electric Vehicle Charging

Standard	Requirement
Garages serving a new single-family residence	Must be constructed with a listed cabinet, box or enclosure connected to a raceway linking the garage to the electrical service, in a manner approved by the building and safety official, to allow for the future installation of electric vehicle supply equipment to provide an EVCS for use by the resident.
Garages serving each unit of a duplex	Must be constructed with a listed cabinet, box or enclosure connected to a raceway linking the garage to the electrical service, in a manner approved by the building and safety official, to allow for the future installation of electric vehicle supply equipment to provide an EVCS for use by the resident.

Garages serving new multifamily – 10 units or less	All required parking spaces shall be provided with a listed cabinet, box or enclosure connected to a conduit linking the covered parking spaces or garages with the electrical service, in a manner approved by the building and safety official, to allow for the future installation of electric vehicle supply equipment to provide EVCSs at such time as it is needed for use by residents. EVCSs shall be provided in disabled parking spaces in accordance with state and federal requirements.
Garages serving new multifamily – 10 units or more	10% of the total parking spaces required (all of the 10% shall be located within the required covered parking) shall be provided with a listed cabinet, box or enclosure connected to a conduit linking the covered parking spaces or garages with the electrical service, in a manner approved by the building and safety official. Of the total listed cabinets, boxes or enclosures provided, 50% shall have the necessary electric vehicle supply equipment installed to provide active EVCSs ready for use by residents. The remainder shall be installed at such time as they are needed for use by residents. EVCSs shall be provided in disabled parking spaces in accordance with state requirements.
Parking serving new commercial, industrial or other uses	New commercial, industrial and other uses with the building or land area, capacity or numbers of employees listed herein shall provide the electrical service capacity necessary and all conduits and related equipment necessary to ultimately serve 2% of the total parking spaces with EVCSs in a manner approved by the building and safety official. Of these parking spaces, 1/2 shall initially be provided with the equipment necessary to function as online EVCSs upon completion of the project. The remainder shall be installed at such time as they are needed for use by customers, employees or other users. EVCSs shall be provided in disabled person parking spaces in accordance with state and federal requirements. • Construction of a hospital of 500 or more beds, or expansion of a hospital of that size by 20% or more. • Construction of a postsecondary school (college), public or private, for 3,000 or more students, or expansion of an existing facility having a capacity of 3,000 or more students by an addition of at least 20%. • Hotels or motels with 500 or more rooms. • Industrial, manufacturing or processing plants or industrial parks that employ more than 1,000 persons, occupy more than 40 acres of land or contain more than 650,000 square feet of gross floor area. • Office buildings or office parks that employ more than 1,000 persons or contain more than 250,000 square feet of gross floor area. • Shopping centers or trade centers that employ 1,000 or more persons or contain 500,000 square feet of gross floor area. • Sports, entertainment or recreation facilities that accommodate at least 4,000 persons per performance or that contain 1,500 or more fixed seats. • Transit projects (including but not limited to transit stations and park and ride lots).

E. Permit Review Requirements:

1. The Building Official shall implement an administrative review process to expedite approval of electric vehicle charging stations. Review of a complete permit application shall be limited to the Building Official's review of whether it meets all health and safety requirements of local, state and federal law. Local law requirements shall be limited to those standards and regulations

necessary to ensure there is no specific, adverse impact on public health or safety by the proposed installation. For direct current fast chargers (DCFC), the review of a complete permit application will be a fifteen business day timeline.

2. A permit application that satisfies the information requirements in the checklist, as adopted by the City, shall be deemed complete.
3. A complete permit application and proposed installation that meets the required standards and approved checklist that does not have a specific, adverse impact on public health or safety shall not be denied.
4. An applicant that provides an incomplete permit application shall be provided with a written correction notice detailing all deficiencies in the application and any information required to be eligible for expedited permit issuance.
5. The Building Official may require an applicant to apply for a conditional use permit if the official makes a written finding, based on substantial evidence, that the proposed electric vehicle charging station could have a specific, adverse impact upon the public health or safety and conditions are necessary. The decision of the Building Official may be appealed to the City Planning Commission.
6. The Director may not deny an application for a conditional use permit unless written findings are made based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The Director's written findings shall include the basis for the rejection of potential feasible alternatives or conditions for preventing the adverse impact. The decision of the Director may be appealed to the City Planning Commission.
7. Any conditions imposed on an application shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible. Government Code Section 65850.7 requires that the Building Official shall not condition the approval for any conditional use permit on the approval of such a system by an association, as that term is defined by Civil Code 4080.
8. A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City on another similarly situated application in a prior successful application for a permit.

17.03.230 Massages establishments.

- A. Location criteria: A massage establishment may be located in any zone district which permits that particular use subject to the following exceptions and qualifications:
 1. A massage establishment shall not be established or located within five hundred feet of any existing massage establishment. The distance between any two massage establishments shall be measured in a straight line, without regard to the boundaries of the city and to intervening structures, from the closest point of each establishment.

2. A massage establishment may not open or operate in a location where that establishment or a prior massage establishment was closed due to criminal activity, had its conditional use permit revoked, or had a massage establishment permit revoked any time within the past three years. (Ord. 1195 §14, 2015)
- B. Condition use permit required: A conditional use permit shall be required for the establishment of any massage establishment. The following provisions shall govern the issuance of conditional use permits for massage establishments:
1. Applications for conditional use permits under this section shall be subject to the procedures and requirements of Section 17.03.060.
 2. In considering applications for massage establishments, the planning commission shall be guided by the provisions of Section 17.03.060 and this section. However, in the event of any inconsistency in said standards, the provisions of this section shall govern.
 3. In granting a conditional use permit, the planning commission may impose conditions if the planning commission determines such conditions are necessary to minimize any adverse effect of the proposed use on properties and uses in the area and the rest of the city.
 4. A massage establishment shall not operate under any name or conduct business under any designation not specified in the application for the conditional use permit, which shall be identical as the name listed in the applications for the city business license and massage establishment permit.
 5. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.
 6. An applicant for a conditional use permit shall submit the information described in this section and a non-refundable fee as established in the city's schedule of fees by resolution of the city council to reimburse the city for the costs of reviewing the application.
 7. In addition to any information required for applications for a city business license pursuant to Title 5 of this Code, a massage establishment permit pursuant to Chapter 5.22 of this Code, and conditional use permits pursuant Section 17.03.060 of this Code, an applicant for a conditional use permit for a massage establishment shall submit the following information:
 - a. A legal description of the parcel.
 - b. Proof of legal title or a possessory or leasehold interest in the real property upon which the proposed massage establishment will be operated.
 - c. If the massage establishment has a leasehold interest in the real property, a certified statement from the real property owner(s) authorizing the proposed use of the premises as a massage establishment.
 - d. A scaled site plan.
 - e. A description of all physical changes proposed to the property, whether permanent or impermanent, both inside and outside of the building.

- f. The separation distance from other existing massage establishments shall be shown on an updated site plan or map.
 - g. A description of compliance with all facility requirements in Chapter 5.22 of this Code.
 - h. In addition to any standards for consideration of conditional use permit applications pursuant to Section 17.03.060 of this Code, the planning commission shall consider the following factors in determining whether to issue a conditional use permit, although the planning commission may waive or reduce the burden on the applicant of one or more of these criteria if the planning commission determines that the goals of this section are better served thereby.
 - i. No massage establishment shall be sited in a location where the applicant cannot produce proof of legal title or a possessory or leasehold interest in that real property and a certified statement from the real property owner(s) authorizing the proposed use of the premises as a massage establishment.
 - j. No massage establishment shall be sited within five hundred feet of an existing or otherwise approved massage establishment.
 - k. No massage establishment shall be sited in a zone where it is not permitted.
 - l. No massage establishment shall violate any provision regarding facility requirements within Chapter 5.22 of this Code. (Ord. 1195 §14, 2015)
- C. Amortization and regulation of nonconforming massage establishments:
- 1. Any use of real property existing on April 1, 2015, which does not conform to the provisions of this section, but which was constructed, operated and maintained in compliance with all previous regulations prior to March 11, 2014, shall be regarded as a nonconforming use.
 - 2. Any nonconforming use pursuant to this section may continue in operation until June 30, 2017, provided that use and its facility is in compliance with all other laws, except the use restrictions in the zoning ordinance; the use is not extended, enlarged, moved or altered so as to occupy land outside the current structure(s); and the use is not discontinued or abandoned for a continuous period of one hundred eighty days or more.
 - 3. Any nonconforming use pursuant to this section may apply for a conditional use permit pursuant to Section 17.03.230 B. In the event the city grants the conditional use permit, such use shall be considered to be a conforming use.
 - 4. The city manager may approve an extension of time until termination pursuant to Section 17.03.230 D. (Ord. 1195 §14, 2015)
- D. Extension of time for termination of nonconforming use: The owner or operator of a nonconforming use as described in Section 17.03.230 C may apply under the provisions of this section to the city manager for an extension of time within which to terminate the nonconforming use, as follows:
- 1. The owner of the real property upon which such use operated or the operator of the use may file an application for an extension of time within which to terminate a use made nonconforming

by the provisions of this section. Such application must be filed with the city manager at least sixty days but no more than ninety days prior to the expiration of the time established in Section 17.03.230 B for termination of such use.

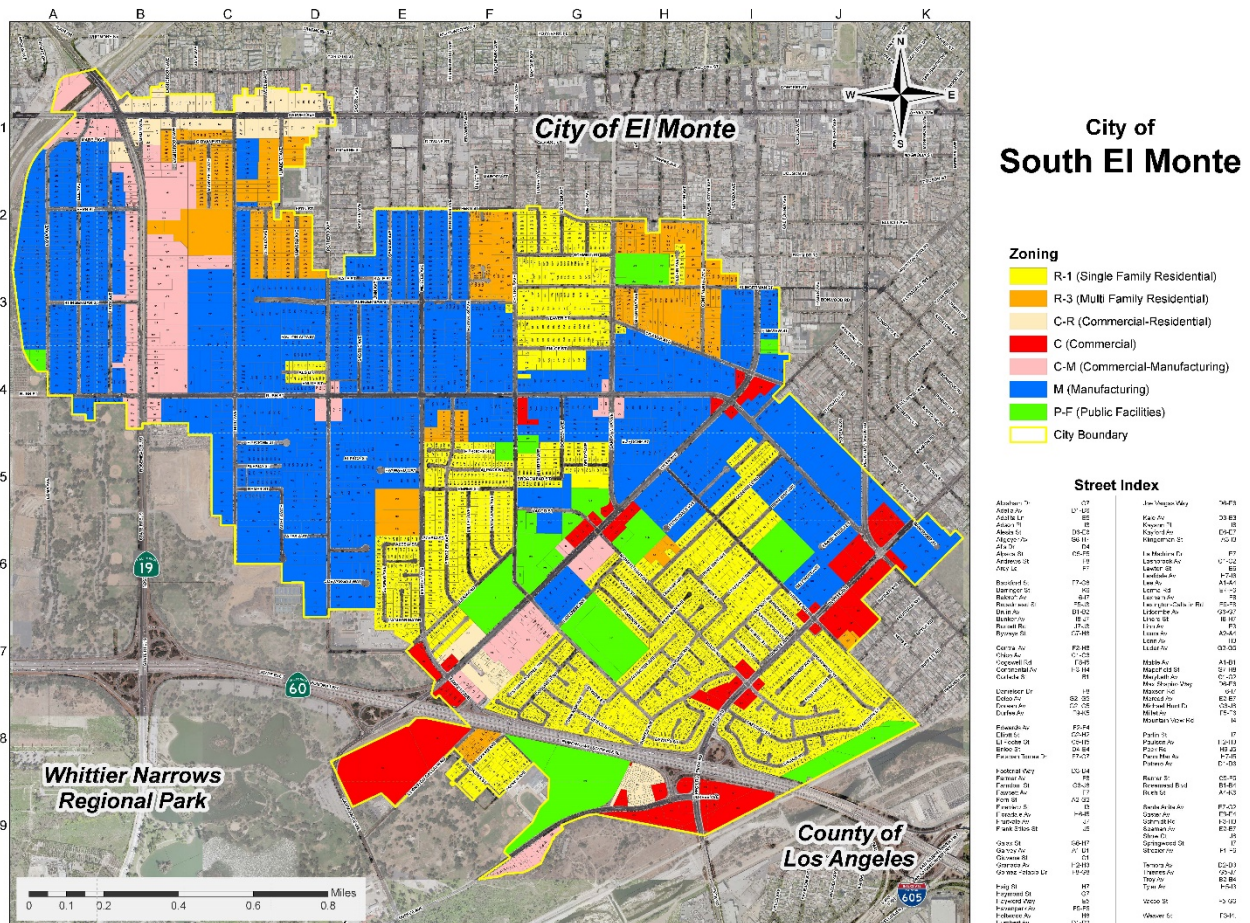
2. The application shall state the grounds for requesting an extension of time. The filing fee for such application shall be the same as that for a variance as is set forth in the city's schedule of fees established by resolution from time to time by the city council. An application which fails to state a basis upon which an extension may be granted, as set forth in subsection D of this section, shall be returned to the applicant as nonresponsive, together with the application fee less any administrative costs of processing the application.
3. The city manager shall appoint a hearing officer to hear the application. The hearing officer shall set the matter for hearing within twenty days of receipt of the application. All parties involved: shall have the right to offer testimonial, documentary and tangible evidence bearing on the issues; may be represented by counsel; and shall have the right to confront and cross-examine witnesses. Any relevant evidence may be admitted. Any hearing under this section may be continued for a reasonable time for the convenience of a party or a witness. The decision of the hearing officer shall be final and subject to judicial review pursuant to Code of Civil Procedure Section 1094.6.
4. An extension under the provisions of this section shall be for a reasonable period of time commensurate with the investment involved, and shall be approved only if the hearing officer makes all of the following findings or such other findings as are required by law:
 - a. The applicant has made a substantial investment (including, but not limited to, lease obligations) in the property or structure on or in which the nonconforming use is conducted; such property or structure cannot be readily converted to another use; and such investment was made before April 1, 2015;
 - b. The applicant will be unable to recoup said investment as of the date established for termination of the use; and
 - c. The applicant has made good faith efforts to recoup the investment and to relocate the use to a location in conformance with Section 17.03.230 C. (Ord. 1195 §14, 2015)

Chapter 17.04 ZONING MAP

Sections

- 17.04.010 Zoning Map.
- 17.04.020 Zone districts established.
- 17.04.030 Official zoning map.
- 17.04.040 Revision to, and amendment of the official zoning map.
- 17.04.050 Interpretation of the official zoning map.

17.04.010 Zoning Map.



17.04.020 Zone districts established.

In order to carry out the purpose and provisions of this title, the city is divided into the following zone districts:

- A. Single-Family Residential Zone (R-1) (Ch. 17.05);
- B. Multiple-Residential Zone (R-2) (Ch. 17.05);
- C. Multiple-Residential Zone (R-3) (Ch. 17.05);
- D. Commercial Zone (C) (Ch. 17.06);

- E. Commercial-Residential Zone (C-R) (Ch. 17.07);
- F. Commercial-Manufacturing Zone (C-M) (Ch. 17.09);
- G. Manufacturing Zone (M) (Ch. 17.09);
- H. Public Facilities Zone (P-F) (Ch. 17.08).

17.04.030 Official zoning map.

The location and boundaries of the zone districts established by Section 17.04.020 are set forth on the official zoning map of the city and which map, with all locations, references, and other information shown thereon is incorporated herein by reference. (Ord. 822 §1, 1989)

17.04.040 Revision to, and amendment of the official zoning map.

All amendments and changes to the official zoning map adopted according to the provisions of this title shall be considered a part of these regulations and of the official zoning map at the time of the effective date of all changes and amendments. The city council may, from time to time, order revision of the official zoning map so as to include all changes to date. No changes shall be made to the map which have not been officially adopted according to the provisions of this title. The revised map shall become the official zoning map of the city and shall replace the preceding map. (Ord. 822 §1, 1989)

17.04.050 Interpretation of the official zoning map.

Where uncertainties exist as to the boundaries of any zone district indicated on the official zoning map, the following shall apply:

- A. Street, alley, railroad right-of-way, water channel, or other right-of-way indicated on the official zoning map shall be included within the zone district of the adjoining property.
- B. Where a street, alley, railroad right-of-way, water channel, or other right-of-way serves as a boundary between two or more zone districts, the centerline of the right-of-way or water channel shall be considered the zone district boundary.
- C. Where uncertainty still exists, the planning commission shall, by written resolution, determine the location of the zone district boundary.
- D. In the event that a vacated street, alley or other right-of-way has been the boundary between two or more zone districts prior to its vacation, the new zone district boundary shall be at the new property line. Where the vacation does not involve the establishment of a new property line, the new zone district boundary shall be fixed by written resolution of the planning commission. (Ord. 822 §1, 1989)

Chapter 17.05
RESIDENTIAL ZONES – STANDARDS AND USES

Sections

- 17.05.010 Intent and purpose.**
- 17.05.020 Uses.**
- 17.05.030 Property development standards.**
- 17.05.040 Minimum yard requirements.**
- 17.05.050 Open space requirements.**
- 17.05.060 Electronic gates.**
- 17.05.070 Landscaping.**
- 17.05.080 Fences, walls, and hedges.**
- 17.05.090 Parking requirements.**
- 17.05.100 Access.**
- 17.05.110 Pedestrian safety.**
- 17.05.120 Miscellaneous standards (Multiple-Residential Zone (R-3) only).**

17.05.010 Intent and purpose.

- A. Single-Family Residential Zone (R-1): The single-family residential zone (R-1) is designed to provide for conservation and development of stable, attractive single-family residential neighborhoods, protected from encroachment by uses which may be detrimental to the enjoyment of property rights. (Ord. 822 §1, 1989)
- B. Multiple-Residential Zone (R-2): The multiple-residential zone (R-2) is designed to permit multiple development on existing smaller lots which are not suitable for more intensive multiple residential development. These regulations will permit better utilization of properties while retaining the low-density single-family appearance of the areas. (Ord. 822 §1, 1989)
- C. Multiple-Residential Zone (R-3): The multiple-residential zone (R-3) is designed to provide areas throughout the city in which a range of multiple residential development can be located and protected from encroachment by incompatible uses. (Ord. 822 §1, 1989)

17.05.020 Uses.

No building or structure shall be erected, reconstructed or structurally altered or enlarged nor shall any building, structure or land be used for any purpose except as allowed by this chapter. (Ord. 822 §1, 1989)

Table 17.05.020-A Permitted Uses

Use	Zone		
	Single-Family Residential Zone (R-1)	Multiple-Residential Zone (R-2)	Multiple-Residential Zone (R-3)
One additional single family dwelling (provided the lot contains a minimum of 10,000 sqft of lot area and provided that all setbacks, lot coverage limitations and parking requirements can be met)	P	X	X

Agricultural uses	X	X	X
Boarding or roominghouses (10 guests or fewer)	C	C	C
Places of Worship	X	X	X
Commercial Uses	X (except as permitted within this table)	X (except as permitted within this table)	X (except as permitted within this table)
Community care facilities (6 persons or fewer)	P	P	P
Community care facilities (7 persons or more)	P	P	P
Conversion of a garage into any other use except ADUs as permitted by state law (unless a replacement garage in on site)	X	X	X
Duplexes	P	P	P
Emergency shelters, transitional and supportive housing	P	P	P
Ground-mounted satellite antennae – accessory building/use	P	P	P
Home Occupation	P	P	P
Large day care facilities (14 children or fewer)	C	C	C
Metal buildings	X	X	X
Mobile Home and trailer as part of an approved mobile home/trailer park (legally est. before January 01, 1980)	P	P	P
Mobile home parks	X	C	C
Multiple-family dwellings (3 units or more)	X	P	P
Off site signs (such as billboards)	X	X	X
On site signs	P	P	P
Patios – accessory building/use	P	P	P
Private garages – accessory building/use	P	P	P
Private swimming pools – accessory building/use	P	P	P
Recreation rooms – accessory building/use	P	P	P
Schools (public or private)	X	X	X
Second units (pursuant to the requirements spelled out in this Chapter 17.05)	P	P	P
Senior citizen developments	C	C	C

Single-family dwellings	P	P	P
Small day care facilities (for the care of 8 or fewer children)	P	P	P
Supportive housing	P	P	P
Triplexes	X	P	P
Vegetable and flower gardens	P	P	P

P = Permitted as a Principal Use

C = Permitted as a Conditional Use

A = Permitted as an Ancillary Use

X = Prohibited Use

17.05.030 Property development standards.

- A. Property Development Standards for Single Family Residential Zone (R-1) – Generally: Development standards for the R-1 zone can be found below in 17.05.030-A; large day care facilities and second units shall be subject to the additional development standards contained in Chapters 17.03, 17.10, 17.11, 17.12, 17.13 and 17.14, and provided further that any lot or parcel which is substandard in width, depth or area and was legally recorded as a separate lot as of July 1, 1988, may be used for any use permitted by the R-1 zone district regulations. (Ord. 822 §1, 1989)
- B. Property Development Standards for Multiple-Residential Zone (R-2) – Generally: Development standards for the R-2 zone can be found below in Table 17.05.030-A; single-family dwellings shall be subject to development standards of the R-1 zone, and provided further that any lot or parcel which is substandard in width, depth or area and was legally recorded as a separate lot as of July 1, 1988, may be used for any use permitted by the R-2 zone district regulations. (Ord. 822 §1, 1989)
- C. Property Development Standards for Multiple-Residential Zone (R-3) – Generally: Development standards for the R-3 zone can be found below in Table 17.05.030-A; single-family dwellings shall be subject to standards of the R-1 zone and townhouses and condominiums to the provisions of Section 17.11.130, and provided further that any lot or parcel which is substandard in width, depth or area and was legally recorded as a separate lot as of July 1, 1988, may be used for any use permitted by the R-3 zone district regulations. (Ord. 822 §1, 1989)

Table 17.05.030-A Development Standards for Single-Family Residential Zone (R-1), Multiple-Residential Zone (R-2) and Multiple-Residential Zone (R-3)

Zone	Single-Family Residential Zone (R-1)	Multiple-Residential Zone (R-2)	Multiple-Residential Zone (R-3)
Low density	1 to 8 du per acre	N/A	N/A
Medium density	Prohibited	9 to 12 du per acre	16 du per acre
Minimum lot area	5000 sqft	5000 sqft	11000 sqft
Minimum lot area per dwelling unit (du) (single family)	5000 sqft (a second unit does not constitute a dwelling unit)	5000 sqft (a second unit does not constitute a dwelling unit)	5000 sqft (a second unit does not constitute a dwelling unit)

Minimum lot area per dwelling unit (du) (2- and 3-family dwellings)	Prohibited	3500 sqft	3500 sqft
Minimum lot area per dwelling unit (du) (multi-family)	Prohibited	Prohibited	2750 sqft
Minimum lot width (non-cul-de-sac)	50 ft	50 ft	75 ft
Minimum lot width (cul-de-sac)	30 ft at the front of the property 50 ft at the rear of the front setback	30 ft at the front of the property 50 ft at the rear of the front setback	40 ft at front of the property 75 ft at the rear of the front set-back
Maximum lot coverage	52%	61%	61%
Minimum lot depth	None	100 ft	100 ft
Maximum building height	2 stories or 28 ft (whichever is less)	3 stories or 30 ft (whichever is less)	3 stories or 35 ft (whichever is less)
Minimum distance between main buildings	None specified	15 ft	15 ft
Minimum floor area per dwelling unit, exclusive of patios, garages or porches (Single-family dwellings)	950 sqft	950 sqft	950 sqft
Minimum floor area per dwelling unit, exclusive of patios, garages or porches (duplexes)	Duplexes prohibited	950 sqft	950 sqft
Minimum floor area per dwelling unit, exclusive of patios, garages or porches (triplexes)	Triplexes prohibited	950 sqft	950 sqft
Minimum floor area per dwelling unit, exclusive of patios, garages or porches (Detached second units)	500-640 sqft	150-640 sqft	150-640 sqft
Minimum floor area per dwelling unit, exclusive of patios, garages or porches (Attached second units)	Maximum : 15% of gross floor area of attached residence	Minimum : 150 sqft Maximum : 15% of gross floor area of attached residence or 200 sqft if residence < 1335 sqft	Minimum : 150 sqft Maximum : 15% of gross floor area of attached residence or 200 sqft if residence < 1335 sqft
Refuse enclosures provision	None specified	Must be provided when 2 or more units located on site	Must be sufficient refuse enclosures provided to serve each development
Refuse enclosure dimensions	None specified	5 ft x 7 ft Shall be completely enclosed by	5 ft x 7 ft Shall be completely enclosed by gates but not by a roof

		gates but not by a roof	
Refuse enclosure materials	None specified	None specified	Wood, masonry, block or a combination of such materials

17.05.040 Minimum yard requirements.

Table 17.05.040-A Minimum Yard Standards for Single-Family Residential Zone (R-1), Multiple-Residential Zone (R-2) and Multiple-Residential Zone (R-3)

Zone	Single-Family Residential Zone (R-1)	Multiple-Residential Zone (R-2)	Multiple-Residential Zone (R-3)
Front yard	20 ft	15 ft	15 ft
Side yard (interior or key lot)	5 ft on each side	5 ft on each side	5 ft on each side
Side yard (corner or reversed corner lot)	10 ft on the street side 5 ft on the interior side	10 ft on the street side 5 ft on the interior side	10 ft on the street side 5 ft on the interior side
Rear yard	15 ft	15 ft	15 ft
Through lot – setbacks on street frontage	Equal to required yard depth	Equal to required yard depth	Equal to required yard depth
Legally existing substandard widths and depths	Side and rear yards of not less than ten or fifteen percent of the required width or depth, respectively, shall be maintained	Side and rear yards of not less than ten or fifteen percent of the required width or depth, respectively, shall be maintained	Side and rear yards of not less than ten or fifteen percent of the required width or depth, respectively, shall be maintained

17.05.050 Open space requirements – multiple dwellings.

- A. Multiple Residential Zone (R-3): A minimum of four hundred 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 which shall include not less than fifty percent of the required open space. The planning commission shall have the authority to modify the percentage of formal recreational space based on the quality of the design submitted and the amenities provided. (Ord. 822 §1, 1989)
1. Open space shall consist of one (1) or more of the following amenities:
 - a. Playgrounds, play equipment, and/or tot lots;
 - b. Recreational facilities – fountains, sculptures, etc.;

- c. Tennis courts, basketball courts, and similar sports courts;
 - d. Recreational building(s)/room(s);
 - e. Game areas;
 - f. Picnic/barbecue areas; and
 - g. Required common open space in the form of decks located above the first floor may be permitted subject to the review and approval of the Commission.
2. The remaining required usable open space may be fulfilled by providing one (1) or more of the following amenities:
- a. Landscaping;
 - b. Gardens;
 - c. Benches; and
 - d. Secondary walkways or walks.

17.05.060 Electronic gates.

The provisions of Section 17.05.060 notwithstanding, a minimum six-foot-high, decorative wrought iron fence shall be provided along the front of the property, to the rear of any required setback. Such fence shall incorporate a self-locking remote controlled vehicle and pedestrian entry/exit gate. The vehicle entry shall incorporate an electronically activated tenant marquee to permit notification of tenants in the event of visitors. Such marquee shall be five feet above finished grade. (Ord. 822 §1, 1989)

17.05.070 Landscaping.

All areas not used for buildings, structures, patios, parking or pedestrian walks shall be landscaped with ground cover or other low-water plantings. If an irrigation system is installed (such as sprinklers, bubblers, or diffuser heads) it shall be designed with water conservation in mind. For units in Single-Family Residential Zone R-1, hose bibs not over fifty feet from any portion of the planted area shall be provided. (Ord. 822 §1, 1989). For units in Multiple-Residential Zones R-2 or R-3, one hose bib for each three automobile parking spaces shall be provided. (Ord. 822 §1, 1989)

- A. In all residential zones, the front and street side yards shall be landscaped and maintained in good condition and shall be kept free and clear of all construction and automotive materials and parts, trash, refuse, debris, trash storage receptacles, inoperative motor vehicles, discarded or broken materials, appliances, junk, equipment, car cover structures or similar materials and shall not be paved except for approved pedestrian walkways, driveways, and patios.
- B. Front and Street Side Yards – Maximum Paving (Hardscape).
 - 1. For properties with a width of sixty feet (60') or greater, the total of all paving (hardscape) within the front setback or street side setback, including all driveways and walkways, shall not exceed forty percent (40%) of the area within the total front setback or street side setback.
 - 2. For properties that are less than sixty feet (60') wide, the total of all paving (hardscape) within the front setback or street side setback, including all driveways and walkways, shall not exceed fifty percent (50%) of the total front setback or street side setback.

17.05.080 Fences, walls, and hedges.

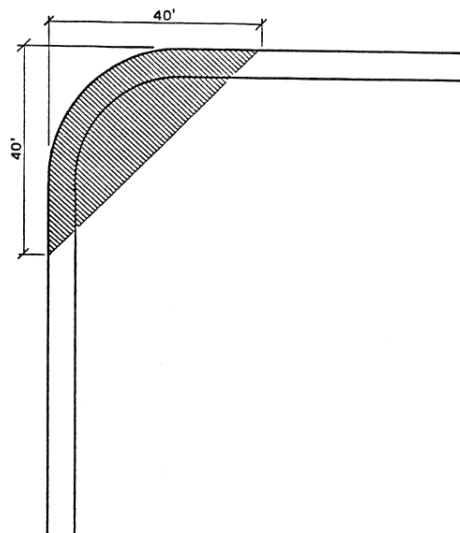
Single-Family Residential Zone (R-1)

- A. Fences, walls and hedges shall be permitted in a required front yard setback provided that no sight obscuring fence (concrete, block, masonry or wood) shall exceed forty-two inches in height, except that the fence may be increased in height to six feet if the increase consists of wrought iron, chain link, or other "see through" materials and the design is approved by the

director of planning and community development. Fences and walls located to the rear of the front setback and along the side and rear property line shall not exceed six feet in height, except that fences, hedges and walls located adjacent to a freeway right-of-way shall not exceed ten feet in height; provided, that any height increase exceeding six feet will require a building permit.

- B. Corner or Reversed Corner Lot. On property at any corner formed by intersecting streets it shall be prohibited to construct, install or maintain any fence, hedge or wall or any other obstruction to view higher than forty inches above the reference point located at either:
 - 1. The point of intersection with the prolongation of the curblines; or
 - 2. The point of intersection of the prolongation of the edge of the paved roadway when curblines do not exist.
- C. Within the triangular area between the curb or edge of the paved roadway lines and a diagonal line joining points on the curb or edge of paved roadway lines forty feet from the point of their intersection, or in the case of rounded corners, the triangular area included between the reference point and the curbline or edge of paved roadway line forty feet from the point of their intersection (see Figure 17.05.080-A).

Figure 17.05.080-A Fences, Hedges and Walls—Corner or Reverse Corner Lot



(Ord. 822 §1, 1989)

Multiple-Residential Zone (R-2)

- A. Interior Lots. Fences, hedges and walls shall be permitted in a required front yard area, provided that no sight-obscuring fence (concrete, block, masonry or wood) shall exceed forty-two inches in height, except that the fence may be increased to an overall height of six feet if the increase consists of wrought iron, chain link, or other “see through” materials and the design approved by the director of planning and community development, and provided that no plants, vines or other material shall be planted in such a way as to limit visibility through the fence. Fences, hedges and walls located to the rear of the front setback and along the side and rear of the property shall not exceed six feet in height except that fences or walls located adjacent to a freeway right-of-way shall not exceed ten feet in height.

- B. Corner or Reversed Corner Lots. On property at any corner formed by intersecting streets it shall be prohibited to construct, install or maintain any fence, hedge or wall or any other obstruction to view higher than forty inches above the reference point located at either:
 - 1. The point of intersection with the prolongation of the curblines; or
 - 2. The point of intersection of the prolongation of the edge of the paved roadway when curblines do not exist.
- C. Within the triangular area between the curb or edge of the paved roadway lines and a diagonal line joining points on the curb or edge of paved roadway lines forty feet from the point of their intersection, or in the case of rounded corners, the triangular area included between the reference point and the curbline or edge of paved roadway line forty feet from the point of their intersection (see Figure 17.05.080-A). (Ord. 822 §1, 1989)

Multiple-Residential Zone (R-3)

- A. Interior Lots. Fences, hedges and walls shall be permitted in a required front yard area, provided that no sight-obscuring fence (concrete, block, masonry or wood) shall exceed forty-two inches in height, except that the fence may be increased to an overall height of six feet if the increase consists of wrought iron, chain link, or other see through materials and the design is approved by the director of planning and community development, and provided that no plants, vines or other material shall be planted in such a way as to limit visibility through the fence. Fences, hedges and walls located to the rear of the front setback and along the side and rear of the property shall not exceed six feet in height except that fences or walls located adjacent to a freeway right-of-way shall not exceed ten feet in height.
- B. Corner or Reversed Corner Lot. On property at any corner formed by intersecting streets it shall be prohibited to construct, install or maintain any fence, hedge or wall or any other obstruction to view higher than forty inches above the reference point located at either:
 - 1. The point of intersection with the prolongation of the curblines; or
 - 2. The point of intersection of the prolongation of the edge of the paved roadway when curblines do not exist.
- C. Within the triangular area between the curb or edge of the paved roadway lines and a diagonal line joining points on the curb or edge of paved roadway lines forty feet from the point of their intersection, or in the case of rounded corners, the triangular area included between the reference point and the curbline or edge of paved roadway line forty feet from the point of their intersection (see Figure 17.05.080-A). (Ord. 822 §1, 1989)

17.05.090 Parking requirements.

For each single-family, duplex, or triplex dwelling unit, not including second units, there shall be provided two parking spaces contained within an enclosed garage. See Chapter 17.16 for parking standards.

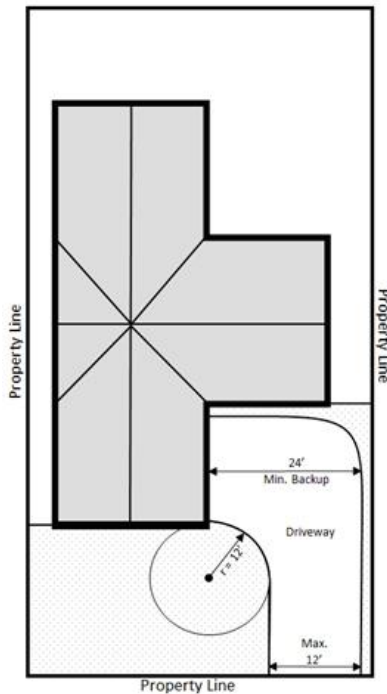
- A. For each single-family dwelling, there shall be provided two covered parking spaces located within an enclosed garage. Each parking space shall be a minimum of ten feet by twenty feet.
- B. Second Units. See Chapter 17.12 of this title.
- C. Large Day Care Facilities. See Chapter 17.11 of this title.
- D. Parking on Unpaved Areas. No parking, whether the provision of required spaces or other parking, shall be permitted on unpaved areas in the front setback or in the side yard of a corner or reversed corner lot except on an approved, paved driveway which leads to a garage, carport or approved parking area. (Ord. 822 §1, 1989)

17.05.110 Access.

- A. No building permit shall be issued for any lot or parcel of land unless said lot or parcel has frontage on a dedicated and improved public street or on a private street conforming to street standards established by the city. (Ord. 822 §1, 1989)

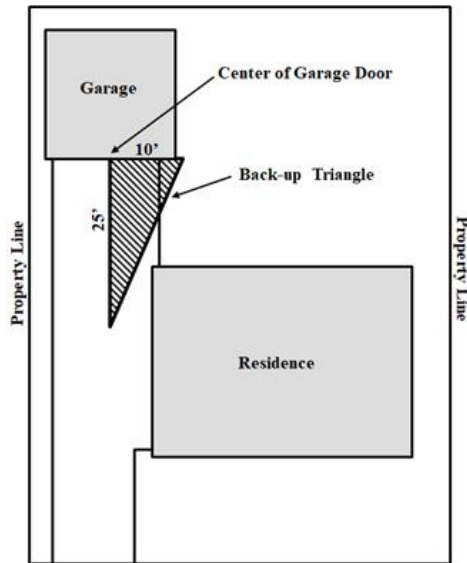
1. Driveways to required garages having a setback from the street property line greater than forty feet (40') shall have a minimum width of ten feet (10') and a maximum width of twelve feet (12') in the front or street side setback area. Driveways located outside of the setback area, shall be a minimum of ten feet (10') wide.
2. Where required garage spaces are equal to or less than forty feet (40') to the property line, the maximum width of a driveway shall not exceed eighteen feet (18') or two feet (2') wider than the opening of the garage door, whichever is greater, but in no event shall the maximum width exceed thirty feet (30') at the front property line.
3. A driveway that serves as required access to a garage, in which the garage door is not parallel to the front property line, or side property line in the case of a corner lot, shall not exceed twelve feet (12') in width at the property line, provide a maximum turn radius of twelve feet (12'), and a minimum twenty-four foot (24') back up (see Figure 17.05.110).

Figure 17.05.110-A Access to garage



- B. A back up triangle on the garage side closest to the residence shall be required as depicted in Figure 17.05.110-B. The sight area shall be free from visual and physical obstructions.

Figure 17.05.110-B Back-up Triangle



- C. When a driveway and walkway are parallel to each other, there shall be a minimum two foot (2') separation between the driveway and walkway. Said separation shall be landscaped with a combination of mulch, plants, shrubs, (no rock, pebbles, decomposed granite or similar material).

17.05.110 Pedestrian Safety

- A. Multiple-Residential Zone (R-3): Each driveway serving a multiple dwelling building or complex shall contain not less than two strips of bomanite or comparable material to provide warning of approaching or departing vehicles. The strips shall be a minimum of ten feet in depth and shall extend the full width of the driveway. One strip shall be located within six feet of the entry to the driveway, the second shall be located approximately midway in the drive. These strips shall be shown on the site plan for the development. (Ord. 822 §1, 1989)
1. The minimum required dimension of a parking space shall be ten feet (10') wide by twenty feet (20') in depth; with a two (2) car garage or carport having a minimum interior measurement of twenty feet (20') wide and twenty feet (20') in depth.
 2. Access to garages, carports, or automobile parking areas required by this section which serve four (4) or less multiple dwelling units shall have an unobstructed paved driveway not less than ten feet (10') in width. Each required parking space, including garages, carports, or automobile parking areas, shall have a back up area as depicted in the figure above.
 3. Access to garages, carports, or automobile parking areas required by this section which serve five (5) or more multiple dwelling units shall have an unobstructed paved driveway not less than twelve feet (12') in width for one (1) way only driveways and twenty feet (20') in width for two (2) way driveways. Each required parking space, including garages, carports, or automobile parking areas.

17.05.120 Miscellaneous standards (Multiple-Residential Zone (R-3) only).

- A. Lighting. Lighting designed to reduce hazards and to illuminate potentially unsafe areas such as walkways, passages between buildings, garage areas and parking areas and areas containing heavy or high foliage shall be installed. Consideration should be given to both elevated and ground level lighting and all lighting shall be designed to ensure that neighboring properties or

public streets are protected from direct or hazardous glare. The location, foot candle power and type of light fixtures shall be shown on the site plan.

- B. Refuse enclosures. There shall be a refuse enclosure provided when two or more units are located on a site. This enclosure shall have minimum interior dimensions of five feet by seven feet and shall be completely enclosed, including gates, but excluding a roof. The placement and design of such enclosure shall be determined during review of the development. (Ord. 822 §1, 1989)

Chapter 17.06
COMMERCIAL ZONES – STANDARDS AND USES

Sections

- 17.06.010 Intent and purpose.**
- 17.06.020 Uses.**
- 17.06.030 Residential uses.**
- 17.06.040 Property development standards.**
- 17.06.050 Minimum yard requirements.**
- 17.06.060 Accessory buildings and structures.**
- 17.06.070 Landscaping.**
- 17.06.080 Fences, walls, and hedges.**
- 17.06.090 Outdoor storage and operations.**
- 17.06.100 Outdoor display of merchandise for sale.**
- 17.06.110 Exterior lighting facilities.**
- 17.06.120 Refuse enclosures.**
- 17.06.130 Access.**
- 17.06.140 Parking, loading, truck and vehicle codes and requirements.**

17.06.010 Intent and purpose.

The intent and purpose of the Commercial Zone (C) is to provide areas throughout the city in which commercial facilities designed to serve a broad area with a wide range of commercial services may be located. Such zone districts will generally be located along arterial and collector streets and will buffer residential areas from traffic, noise, and pollutants. It is the objective of this chapter to achieve development which will be compatible with surrounding uses. (Ord. 822 §1, 1989)

17.06.020 Uses.

No building or structure shall be erected, reconstructed, structurally altered, or enlarged, nor shall any building, structure or land be used for any purpose except as provided in this chapter. The following uses shall be permitted in the Commercial Zone (C). (Ord. 822 §1, 1989)

Table 17.06.020-A Uses for Commercial Zone (C)

		Zone
Categories	Uses	Commercial Zone (C)
Agricultural Facilities	Agricultural uses	X
	Aviaries	X
	Catteries	X
	Kennels	X
	Stables	X
Automobile and Other Vehicle Sales	Automotive sales, leasing, or rental further than 500 ft away from SR-60	P
	Automotive sales, leasing, or rental within 500 ft of SR-60	C
Eating and Drinking Establishments	Bars (including entertainment and off-sale of alcoholic beverages)	C

	Beverage lounge	C
	Cafes	P
	Cafeterias	P
	Nightclubs (including entertainment and off-sale of alcoholic beverages)	C
	Off-sale of alcoholic beverages other than beer or wine within five hundred linear feet of any church, school, or park	X
	Off-sale of beer and wine on the site of an automobile service station, subject to the provisions of Section 17.11.090	C
	On-sale of alcoholic beverages in association with restaurants, cafés, cafeterias, and similar eating establishments, subject to the provisions of Section 17.11.100	C
	Restaurants	P
	Retail bakeries, all goods sold at retail, on site	P
	Taverns (including entertainment and off-sale of alcoholic beverages)	C
Financial	Banks, savings and loans and other similar financial institutions	P
General Commercial Uses	Adult businesses pursuant to the provisions of Chapter 17.10	P
	Amusement arcades	C
	Billiard halls	C
	Bowling establishments	C
	Certain commercial activity in conjunction with, or on the site of an automobile service station, subject to the provisions of Chapter 17.11	C
	Commercial athletic recreation facilities (handball, racquetball)	P if no alcohol sold or consumed on site
	Fortunetelling	P
	Health clubs	P if no alcohol sold or consumed on site
	Indoor theatres	C
	Live entertainment	C
	Massage establishments	C
	Miniature golf courses	C
	Pool halls	C
	Retail businesses	P
	Spas	P if no alcohol sold or consumed on site
	Wholesale businesses, including warehousing and distribution	X

Medical Facilities	Ambulance services	X
	Pharmacies associated with medical/dental uses	P
	Dental Laboratories	P
	Dental Offices	P
	Medical Laboratories	P
	Medical Offices	P
Professional and Office Uses	Business and professional offices	P
	Business services	P
	Wholesale businesses, including warehousing and distribution	X
Residential Uses	Emergency shelters	P
	Hotels	C
	Motels	C
	Residential uses and structures except as specifically permitted by Section 17.06.030	X
Services and Equipment	Auto detail shops further than 500 ft away from SR-60	P
	Auto detail shops within 500 ft of SR-60	C
	Auto glass installation within 500 ft of SR-60	C
	Auto overhaul or repair	C
	Auto paint shops	C
	Auto upholstery within 500 ft of SR-60	C
	Auto upholstery and auto glass installation (all activities are to take place within a completely enclosed building with no openings other than required emergency fire exits, facing or adjacent to any residentially zoned property)	P if located more than five hundred feet of SR-60
	Automobile service stations (minor repair only) within 500 ft of SR-60	C
	Automobile service stations (minor repairs only) further than 500 ft away from SR-60	P
	Automotive repair facilities, including body and fender shops	C
	Car washes further than 500 ft away from SR-60	P
	Car washes within 500 ft of SR-60	C
	Engine rebuild	C
	Manufacturing uses	X except where manufacturing occupies < 5% of gross floor area and all goods manufactures are sold at retail, on suite
	Public utility facilities	P

Other	Accessory buildings and uses normally associated with any permitted use	P
	Any other use not specifically permitted or prohibited, which is determined to be compatible with the permitted uses of the commercial zone	C
	Any use listed as a conditional use in this table, except that hotels, public utility facilities and on-sale of alcoholic beverages in association with restaurants, cafés, cafeterias, and similar eating establishments shall be permitted with a conditional use permit	X if adjacent to or across from public/private street from a residential zone district
	Any use when such use is determined to be hazardous in nature, either by virtue of activity or product, or through the emission of noise, pollutants, or hazardous effluent;	X
	Gateway signs, subject to the provisions of Chapter 17.15	S
	Metal buildings as defined in Section 17.11.070	X
	On-site advertising in accordance with Chapter 17.15	P
	Personal services	P

P = Permitted as a Principal Use

C = Permitted as a Conditional Use

S = Permitted as a Secondary Use

X = Prohibited Use

17.06.030 Residential uses.

Each residential use and structure legally existing as of January 1, 1980, is a permitted use in the commercial zone.

- A. Residential uses and structures as set forth in this chapter are defined herein as single-family residential dwellings, two-family dwellings, three-family dwellings, multiple-family dwellings, and mobile homes or trailers designed and used for residential occupancy located within a mobile home park legally established prior to January 1, 1980. Each such mobile home park legally established prior to January 1, 1980, shall comply with the provisions of Section 17.11.080.
- B. The development standards set forth in this Chapter shall apply to each residential dwelling permitted by this section, **except townhouses and condominiums**.
- C. The development standards set forth in Section 17.11.130 of this Code shall apply to each townhouse and condominium permitted by this section.
- D. The development standards set forth in the applicable sections of Chapter 17.11 that are applicable to mobile home sites and structures shall apply to each mobile home and trailer permitted by this section. (Ord. 984 §2, 1996)

17.06.040 Property development standards.

The following standards shall apply to uses within the Commercial Zone (C) provided that automobile service stations, public utility facilities, public and quasi-public buildings and facilities and drive-through and walkup restaurants, and buildings constructed adjacent to or directly across a public or private street from a residentially zoned district shall be subject to development standards contained in Chapter 17.11 of these regulations; and provided further, that any lot or parcel which is substandard in width, depth, or area and was legally recorded as a separate lot as of July 1, 1988, may be used for any use permitted by the commercial zone district regulations. Notwithstanding the above, residential uses and structures permitted by Section 17.14.030 shall be subject to development standards contained therein. (Ord. 984 §4, 1996; Ord. 822 §1, 1989)

Table 17.06.040-A Development Standards for Commercial Zone (C)

Zone	Commercial Zone (C)
Minimum lot area	No minimum
Maximum building coverage	50%
Minimum lot width	No minimum
Minimum lot depth	No minimum
Maximum building height (adjacent to residential zone)	28 ft
Maximum building height (not adjacent to residential zone)	No maximum

17.06.050 Minimum yard requirements.**Table 17.06.050-A Minimum Yard Standards for Commercial Zone (C)**

Zone	Commercial Zone (C)
Front yard	10 ft
Side yard (interior or key lot)	No requirements, except a 10 ft yard when abutting/across from a residential zone
Side yard (corner or reversed corner lot)	10 ft
Rear yard	No requirements, except a 10 ft yard when abutting/across from a residential zone
Through lot	Maintain the required front yard setback on each frontage required by the zone in which the lot is located

17.06.060 Accessory buildings and structures.

Accessory buildings and structures shall conform to the standards contained in Chapter 17.12. (Ord. 822 §1, 1989)

17.06.070 Landscaping.

A minimum of five percent of the total area devoted to parking shall be landscaped as well as all other areas not designated for parking, structures, or pedestrian walkways. Landscaping shall consist of grass, ground cover, or other plant materials and shall include an accepted automatic irrigation system (sprinklers, bubblers, or diffuser heads) or hose bibs not over fifty feet from any portion of a planted area and all landscaping shall be contained within six-inch concrete or eight-inch masonry curbing.

17.06.080 Fences, walls, and hedges.

- A. A solid masonry wall eight feet in height shall be constructed and maintained along any side or rear property line which adjoins a residential zone, school, church or park, except that the wall shall not exceed forty-two inches in height when it adjoins the front setback of the adjacent residential property, except that the fence may be increased to a height of six feet if the increase in height consists of wrought iron, chain link or other “see-through” material and the design is approved by the director of planning and community development.
- B. Any fence or wall located in the front of any building must be located to the rear of the required setback. No fence or wall in the front of any building may exceed forty-two inches in height if constructed of solid or sight obscuring materials but may be increased to a total height of six feet if wrought iron, chain link or other “see-through” materials are used, and the design is approved by the director of planning and community development.
- C. Corner or Reversed Corner Lot. On property at any corner formed by intersecting streets it shall be prohibited to construct, install, or maintain any fence, hedge or wall or any other obstruction to view higher than forty inches above the reference point located at either:
 - 1. The point of intersection with the prolongation of the curb lines; or
 - 2. The point of intersection of the prolongation of the edge of the paved roadway when curb lines do not exist.
- D. Within the triangular area between the curb or edge of the paved roadway lines and a diagonal line joining points on the curb or edge of paved roadway lines forty feet from the point of their intersection, or in the case of rounded corners, the triangular area included between the reference point and the curb line or edge of paved roadway line forty feet from the point of their intersection (see Figure 17.05.080-A). (Ord. 822 §1, 1989)

17.06.090 Outdoor storage and operations.

Except as permitted by Section 17.06.100, all business operations in the commercial zone must be conducted entirely within a completely enclosed building. However, automobile, and light truck sales, automobile service stations, outdoor dining, and other businesses which, by their nature, require operations outside of a building may be conducted outside of a building. Also, certain ancillary operations, such as the immediate loading and unloading of merchandise and supplies, routine property and building maintenance and permitted advertising may be conducted out of doors. Non-spoilable trash and/or recyclable material may be temporarily stored in approved and permitted trash enclosure area(s) for not more than seven days. (Ord. 1057 §1, 2004; Ord. 822 §1, 1989)

17.06.100 Outdoor display of merchandise for sale.

Businesses selling merchandise at retail may display sale or promotional items outdoors subject to the following regulations

- A. The merchandise must be displayed on the same lot as the principal location of the business.
- B. The area occupied by the outside display of merchandise shall not exceed an area greater than the gross square footage of the principal building on the lot multiplied by a factor of 0.025. The maximum permissible area occupied by outdoor display of merchandise shall be five hundred square feet.
- C. The displayed merchandise must be grouped into a single area and visible from the public street. The displayed merchandise shall not block, or diminish the public view of, or physical access to, any other business or use.

- D. The merchandise may not be displayed on, or over, any public right-of-way and may not be located within ten linear feet of any public right-of-way.
- E. The displayed merchandise may not be in, or encroach into, any required yard or setback, or unpaved area.
- F. The displayed merchandise must not be in, or encroach into, any designated driveway, required parking space, or designated fire lane.
- G. The displayed merchandise may not block any doorway, designated private pedestrian walkway or access for the handicapped.
- H. The merchandise may not be displayed on top of any portion of any building, hung from, or affixed to building walls, rafters, or eaves. Nor may any merchandise be hung from, or affixed to, any fence or wall or inflatable device.
- I. The outdoor display of merchandise shall be subject to all applicable health, safety, and fire codes.
- J. The outdoor display of merchandise for sale, is in and of itself, a form of advertising and no additional signage shall be permitted for the displayed merchandise except price signs measuring no larger than three inches by five inches may be affixed to the items displayed for sale.
- K. The outdoor display of merchandise shall be subject to an outdoor display site plan review and approval by the planning commission and said approval shall be subject to conditions, if any, that may be imposed by the planning commission as needed to mitigate any potential negative effects created by the proposed outdoor display, and the planning commission shall deny the application if the planning commission finds that the outdoor display would be detrimental to persons or properties in the immediate vicinity of the subject property or to the city in general. The planning commission may revoke any approval for cause.
- L. Application for an outdoor display site plan approval shall be made on application forms supplied by the city and pursuant to the instructions provided by the city. At the time of submittal, applicant shall pay an application fee in the same amount as the application fees established for development site plan review. (Ord. 1057 §2, 2004)

17.06.110 Exterior lighting facilities.

Exterior lighting facilities shall be arranged in a manner that will not provide a direct glare or create hazardous interference with highways and neighboring properties. (Ord. 822 §1, 1989)

17.06.120 Refuse enclosures.

There shall be sufficient refuse enclosures provided to serve each development. Each enclosure shall have minimum interior dimensions of five feet by seven feet and shall be constructed of wood, masonry, block, or a combination of such materials and shall be designed to be compatible with the principal structure or structures on the site. The number, placement and design of such enclosures shall be determined during review of the proposed development. (Ord. 822 §1, 1989)

17.06.130 Access.

No building permit shall be issued for any lot or parcel of land unless said lot or parcel has frontage on a dedicated and improved public street or on a private street conforming to street standards established by the city. (Ord. 822 §1, 1989)

17.06.140 Parking, loading, truck and vehicle codes and requirements.

- A. No parking, whether the provision of required parking spaces or other parking, including the storage of trucks or other similar types of equipment shall be permitted on unpaved areas. (Ord. 822 §1, 1989)
- B. All loading docks and doors facing a public or private street shall be in such a manner that all truck maneuvering shall take place on-site .
- C. All drive approaches shall be so designed as to preclude direct access to a loading door or loading dock from a public or private street whenever possible. (Ord. 822 §1, 1989)
- D. No vehicle maintenance or repair, other than that permitted by Section 17.06.020 shall take place on any lot in the Commercial Zone (C). (Ord. 822 §1, 1989)

Chapter 17.07
MIXED-USE ZONES – STANDARDS AND USES

Sections

- 17.07.010** **Applicability.**
- 17.07.020** **Permit requirements.**
- 17.07.030** **General development standards.**
- 17.07.040** **Additional development standards.**
- 17.07.050** **Setback requirements and exceptions.**

17.01.010 **Purpose and applicability.**

The purpose of these regulations is to serve the public health, safety and general welfare by establishing zone

The Commercial-Residential zoning district (C-R) is applied to areas appropriate for a mix of commercial and residential activities in conformance with the General Plan. This district allows for a mix of commercial and residential uses, or just commercial, or just residential land uses. (Ord. 1161 §1, 2012)

17.07.020 **Permit requirements.**

- A. Permitted Primary Uses and Structures. No building, structure or land shall be used and no building, structure or use in the commercial-residential zone shall be erected, structurally altered, enlarged or established except the following permitted uses, buildings and structures identified with a “P” in Table 17.07.020-A.
- B. Conditional Uses and Structures. The following uses and structures identified with a “C” in Table 17.07.020-A may be permitted in the commercial-residential zone subject to approval of a conditional use permit.
- C. Temporary Uses. Temporary uses identified with as “T” in Table 17.07.020-A shall be allowed subject to approval and compliance with all applicable provisions of this zoning code.
- D. Prohibited Uses. Prohibited uses are identified with no entry in the second column.

Table 17.07.020-A Uses for Commercial-Residential Zone (C-R)

Land Uses	C-R
Accessory Uses and Structures	
Accessory uses, buildings and structures, including gazebos, greenhouses, noncommercial workshops, cabanas, dressing rooms, recreational buildings and restrooms	P
Antennas (pole type) and flagpoles	P
Dish antennas	C
Home occupations subject to the approval of a home occupation permit	P
Incidental outdoor storage shall be permitted provided such storage is conducted wholly within an area completely enclosed by a masonry wall not less than 5.5 feet in	P

Land Uses	C-R
height, with all entrances and exits enclosed with opaque gates equal in height of the wall. No outdoor storage shall be permitted to project above the height of the masonry wall	
Swimming pools, spas and saunas	P
Tennis, paddleball, badminton, volleyball and similar recreational courts	P
Solar energy equipment	P
Education, Public Assembly, Recreation	
Commercial court game facilities, including, but not limited to, racquetball, tennis, paddleball, badminton and volleyball courts	C
Gymnasiums and health clubs including diet centers and tanning salons	C
Places of amusement (bowling alleys, ice skating, roller rinks)	C
Places of worship	P
Private educational institutions (not allowed on the first floor)	C
Theaters	C
Residential Uses	
Live/work units provided that the commercial portion is an office, retail or service use that is permitted in the C-R zone	C
Mixed-use development with a residential component	P
Multiple residential dwelling units, including senior and affordable housing developments	C
Single-family with a minimum density of 30 units per acre. The minimum number of units on each lot is 16 units per lot	P
Multiple-family residential, affordable housing and single room occupancy (SRO) with a minimum density of 30 units per acre	P
Retail Uses	
Alcoholic beverage sales, serving or consumption within any use permitted in the C-R zone	C
Art stores or galleries	P
Audio and visual products	P

Land Uses	C-R
Bakery shops, including baking of products sold on the premises only; baking for off-site sales prohibited	P
Bicycle, sales and service	P
Camera stores	P
China and glassware stores	P
Christmas tree sales lots, when maintained between November 1 and December 31	T
Clothing and apparel stores	P
Delicatessens	P
Drapery stores	P
Drugstores	P
Florist and plant shops	P
Food stores and markets	P
Furniture stores	P
Gift shops	P
Hardware stores	P
Hobby shops	P
Household appliance and repair shops	P
Ice cream parlors	P
Interior decorator shops	P
Jewelry stores (including incidental fabrication)	P
Lighting stores	P
Liquor stores	C
Lock and key services	P
Mail order houses, retail	P
Music stores	P
Nurseries and garden supplies	P

Land Uses	C-R
Office uses	P
Paint and wallpaper stores	P
Pet shops	P
Pumpkin sales lots, when maintained between October 15 and November 1	T
Radio, television and similar electronic component stores	P
Restaurants, fast food	P
Restaurants, full service	P
Shoe stores	P
Sporting goods stores	P
Stamp and coin shops	P
Stationery stores	P
Supermarkets	P
Taverns	C
Tobacco shops	P
Toy stores	P
Typewriter and office machine sales and service	P
Service Uses	
Answering services	P
Automobile service stations	C
Banks, savings and loans, and finance services	P
Beauty shops	P
Carpet cleaning services	P
Car washes (full- or self-service)	C
Copying services, including, but not limited to, photo stating and blueprinting	P
Data processing services	P
Day care centers	C

Land Uses	C-R
Diet centers	P
Domestic pet grooming shops; provided that no animals shall be kept on the premises overnight	P
Dry cleaning and laundry establishments (non-industrial)	P
Electrical appliance repair shops	P
Employment agencies	P
Hotel and extended stay uses	C
Hospitals	P
Laundry operated exclusively as a retail-business with laundry machines that are the automatic type and capable of being operated by the public. Such use shall not include machines ordinarily found in industrial type uses	P
Linen supply services	P
Massage establishment	C
Medical and dental laboratories above the first level only	P
Nightclubs	C
Parcel delivery and pick up services	P
Pawnshops	C
Photocopying and blueprinting services	P
Photo developing stores	P
Portrait studios	P
Printing, other than publishing services	P
Shoe repair	P
Tailor, custom alteration shops	P
Tanning salons	P
Tire stores	P
Tire stores within 500 feet of SR 60	C
Tire stores with tire installation services	C

Land Uses	C-R
Tools sharpening and repair services	P
Travel agencies	P
Vehicle repair garages	
Veterinary offices, including hospitalization services	P
Water softener services	P
Transportation and Communication Uses	
Parking lot/structure facilities	C
Privately operated public utility uses, structures or transmission facilities	C
Publicly operated public utility uses	P
Wireless telecommunication facilities integrated into a building façade or structure or located behind a roof parapet; and located at least 300 feet from any residential zone, measured as the shortest distance, without regard to intervening buildings, from the nearest point of the proposed wireless telecommunication facility to the nearest point of the zone district boundary	C

(Ord. 1239 §6, 2019; Ord. 1228 §5, 2018; Ord. 1217 §5, 2017; Ord. 1195 §11, 2015; Ord. 1161 §1, 2012)

P = Permitted as a Principal Use

C = Permitted as a Conditional Use

T = Permitted as a Temporary Use

17.07.030 General development standards.

Table 17.07.030-A Commercial-Residential District General Development Standards

Development Feature	C-R
Minimum Lot Size	Minimum lot area and width required for new parcels
Area	15,000 square feet
Width	100 feet
Maximum Residential Density	35 dwelling units per acre when abutting a single-family zone; 87 dwelling units per acre when abutting a multifamily zone; 100 dwelling units per acre when not abutting any residential zone
Minimum Residential Density	For developments comprised solely as residential, 20 dwelling units per acre

Front and Side Yard Setbacks	None For residential development only, 10 feet shall be required
Interior Setback Abutting a Residential Zone	5 feet for one story, 15 feet for two stories and 25 feet for three to five stories. Setbacks are measured from the residential property line
Exceptions to Setbacks Requirements	See Section 17.07.050 for setback exceptions
Distance Between Dwellings	N/A
Maximum Height Limits	Maximum building height is 5 stories or 65 feet for commercial, commercial/residential and residential developments
Accessory Structures	N/A
Landscaping	Minimum 10% of lot area
Fences and Walls	See Section 17.06.080 for commercial uses and Section 17.05.080 for residential uses only
Rooftop Equipment	Must be screened from public view
Lighting	Photometric plan is required
Trash Collection Areas	Minimum dimensions: 8' x 10' interior must be enclosed and screened from public view with a decorative structure
Parking and Loading	Parking demand study required

- A. Minimum Lot Size for Multifamily Development. The minimum lot size in the C-R zoning district shall be fifteen thousand square feet for new multifamily housing development.
- B. No Setback Requirements for the First Two Floors from the Garvey or Santa Anita Avenue Property Lines. Above the second story, the setback from the Garvey or Santa Anita Avenue property lines shall be a minimum of five feet. All residential units developed at ground level along Garvey or Santa Anita Avenue shall be required to maintain a ten-foot setback from the front street property line.
- C. Minimum Setbacks. No setbacks required from the street property line, except as required for corner cutoffs at intersections and residential development. If setbacks are provided, these areas shall only be used for landscaping and active pedestrian areas (e.g., plazas, outdoor dining). All street adjacent parking shall be set back a minimum of five feet and the setback area shall be fully landscaped.
- D. Corner Cutoff at Intersection. In order to maintain visibility at intersections and to provide architectural interest for buildings at corner locations, buildings shall provide a ten-foot minimum corner cutoff and shall have an entrance to the building from this area. The minimum cutoff area shall be a triangular area that is determined by measuring ten feet back from the corner along both street property lines and drawing a line between the two points.

- E. Landscaped Buffer Within Setback Area. Landscaped buffer required. A minimum five-foot wide landscaped buffer shall be provided on the subject property adjacent to any residentially zoned property or intervening alley regardless of the actual building setback that is provided. A landscaped buffer is not required adjacent to an alley at areas where direct vehicular access is provided to the subject property. (Ord. 1240 §5, 2020; Ord. 1161 §1, 2012)

17.07.040 Additional development standards.

- A. Limitations and Exceptions to Permitted Uses and Structures. Notwithstanding any other provisions of this chapter, the following limitations shall apply to the conduct of any use permitted in C-R zone as applicable:
1. All uses except outdoor eating areas, parking, growing plants, cut flowers, Christmas tree lots, pumpkin sales lots and provision and storage of shopping carts shall be subject to specific standards contained within this chapter; additionally in the C-R zone, car washes, incidental or temporary uses, service stations, storage yards, vehicle storage or display, tire store uses, and vending machines (vending machines shall not include coin operated amusement devices, rides, scales, or similar devices) shall be conducted entirely within a completely enclosed building which is attached to a permanent foundation. There shall be no outside storage of tools, equipment, supplies or materials.
 2. No wholesaling of goods and materials shall be permitted in the C-R zone; retail sales to the general public only shall be permitted.
 3. Shopping cart storage shall be located on-site adjacent to the entry of a building and shall be screened with a minimum three-foot, six-inch high solid wall/fence or combination of fence and landscaping to obscure the visibility of shopping carts from the adjacent public rights-of-way. Where the director of the community development department, in his or her discretion, determines that screening interferes with the cart removal/retrieval "opening" given the unique location of the building (e.g., corner structure where cart storage may be visible from two or more intersecting public rights-of-way), the director of the community development department shall exempt the "opening" from the screening requirement and shall determine the orientation, location, size and configuration of the unscreened "opening." Shopping cart storage shall not intrude into any required pedestrian passageway or public right-of-way.
 4. All shopping carts shall be contained or controlled within the boundaries of store premises, in accordance with the standards set forth in the Title 8, Chapter [8.26](#).
- B. Performance Standards. In accordance with the goals and precepts of the comprehensive General Plan of the city environmental performance standards are hereby established to protect the community from hazards, nuisances and other negative factors; to ensure that land uses are not operated in such a manner as to cause a detrimental effect on adjacent land uses or the community environment; and to preserve and enhance the lifestyle of South El Monte residents through the protection of the public health, safety and general welfare. In the C-R zone, the following guidelines shall be evaluated on the basis of whether or not the activity is obnoxious to a person of normal sensitivity.
1. General Provisions. No land, building or structure shall be used or occupied in any manner so as to create or maintain any dangerous, injurious, noxious or otherwise objectionable condition caused by fire, explosion or other hazards; noise or vibration; smoke, dust or other form of air pollution; liquid or solid refuse or waste; or any other substance, condition or element used in

such a manner or in such amount as to adversely affect the surrounding area or adjoining premises.

2. Air Quality. Any activity, operation, or device which causes or tends to cause the release of air contaminants into the atmosphere shall comply with the rules and regulations of the South Coast Air Quality Management District and with the following:
 - a. Visible Emissions. No visible emissions of air contaminants or particulate matter shall be discharge into the atmosphere. No combustible refuse incineration shall be permitted.
 - b. Dust. Windborne dusts and debris across lot lines shall be prevented by planting, wetting, compacting, paving or other suitable treatment of land surface; storing, treating or enclosing materials; controlling sources of dust and debris by cleaning; or, such other measures as may be required.
 - c. Odors. No odorous material shall be permitted so as to be obnoxious to persons of normal sensitivity as readily detectible at the property line or at any point off-site where the odor is greater.
 3. Vibration. No activities shall be permitted which cause objectionable vibration to adjoining property except for construction activities in connection with an effective building permit.
 4. Noise. No noise shall be generated which causes the maximum sound level to exceed the noise levels specified in the Title 8, Chapter [8.20](#). Further, in a mixed use project, no increase in the ambient noise base level for nonresidential uses shall be permitted. Such noise measurements shall be taken at the residential zone property line, or at any point within an abutting residential zone, or at a point within the residential portion of the mixed use project, where the noise level from the nonresidential use is greater. No steady impulsive noise (such as hammering or riveting) or steady audible tone components (such as whines, screeches or hums) shall be detectible from any residential use which is part or adjacent to the mixed use project.
- C. Dwelling Unit Size. The gross floor area of any dwelling unit in the C-R zone shall be not less than provided herein. For the purpose of this section, dens, studies or other similar rooms which may be used as bedrooms shall be considered bedrooms. Living rooms, dining rooms, kitchens or bathrooms shall not be considered bedrooms, except that separate dining rooms in efficiency units or rooms that could be converted into additional bedrooms shall be considered bedrooms.

Table 17.07.040-A Minimum Size Requirements

Unit Type	Minimum Size Requirements
Efficiency and one-bedroom units	750 square feet for the residential development
Two-bedroom units	900 square feet for the residential development
Three- or more bedroom units	1,100 square feet for the residential development
Senior affordable units	540 square feet

- D. Outdoor Space. A minimum outdoor space of one hundred forty square feet shall be provided per dwelling unit. Outdoor space may be provided as common or private space. Any common outdoor space shall have a minimum level surface dimension of twenty feet and a minimum area of four hundred square feet.

- E. Distance Between Dwellings. A minimum distance of ten feet shall separate exterior walls of separate buildings containing dwelling units on the same lot. The windows or window/door or any one dwelling unit may not face the windows or window/door of any other dwelling unit unless separated by a distance of ten or more feet except where the angle between the wall of the separate dwellings units is ninety degrees or more. Walls parallel to each other shall be considered to be at a zero degree angle.
- F. Access to Dwelling Units. An elevator shall be provided to serve all stories in a building containing more than three dwelling units where the floor area of any dwelling units is located only on the third story and other dwelling units are located on the first and second stories.
- G. Laundry Facilities. Laundry facilities shall be provided to serve all residential dwelling units on a lot. Such laundry facilities, constituting washer and dryer appliances connected utilities, shall be provided in the individual dwelling units where there are three or less dwelling units on a lot. Where there are more than three dwelling units on a lot, laundry facilities shall either be provided in the individual dwelling units or in a common laundry room. A common laundry room shall be in an accessible location and shall have at least one washer and one dryer for each five dwelling units. A minimum of two washers and dryers shall be provided at all times. The washer and dryers shall be maintained in operable condition and accessible to all tenants daily between the hours of seven a.m. to ten p.m.
- H. Storage Space—Private. A minimum of ninety cubic feet of private storage space shall be provided for each residential dwelling unit outside such unit unless a private attached garage, serving only the dwelling unit, is provided. Such private storage space shall have a minimum horizontal surface area of twenty-four square feet and shall be fully enclosed and lockable. (Ord. 1161 §1, 2012)

17.07.050 Setback requirements and exceptions.

- A. Street Front and Street Side Setback. In the C-R zone, no person shall construct, locate or maintain within the space between a street and a setback line established by ordinance or by this title, any building, wall, fence or structure except:
 - 1. General Exceptions.
 - a. Driveway and walks, provided that a driveway shall be limited to that area reasonably necessary to provide safe and efficient ingress to and egress from off-street parking spaces located behind a setback area.
 - b. Eaves may project into a required setback area for a distance not to exceed thirty inches.
 - c. Flagpoles limited to one per site.
 - d. Footings and public utility vaults if fully subterranean.
 - e. Landscape accent lighting not to exceed eighteen inches in height.
 - f. Necessary railings adjacent to stairways.
 - g. Retaining walls, planters or curbs which are not more than eighteen inches in height above the ground surface existing at the time of construction.
 - h. Subterranean parking garages may extend to the street property line including equipment, service, utility and storage areas provided such areas do not have any door, window or other opening to the outside along the street property line.
 - i. Uncovered steps or landings not over four feet high as measured parallel to the natural or finish ground level at the location of the construction may project into the required setback area to the property line.

2. Storage of Material Prohibited. No person shall store materials or equipment within the space between a street and a setback line established by ordinance or by this chapter, except temporarily during construction on the same premises.
- B. Interior Setback (Exceptions). In the C-R zone, no person shall construct, locate or maintain within the space between a property line and an interior setback line established by ordinance or by this title, any building, wall, fence or structure except:
 1. General Exceptions.
 - a. Boundary line walls.
 - b. Eaves may project into a required setback area for a distance not to exceed thirty inches, provided they do not project closer than thirty inches to an interior property line.
 - c. Footings and public utility vaults if fully subterranean.
 - d. Driveways, walks and parking areas including lighting pursuant to the provisions of Chapter 17.60.
 - e. Railings adjacent to stairways.
 - f. Subterranean and semi-subterranean parking garages may extend to the interior property line including equipment, service, utility and storage areas provided such areas do not have any door, window or other opening to the outside along the interior property line.
 - g. Uncovered steps or landings not over four feet high as measured parallel to the natural or finish ground level at the location of the construction may project into the required setback are four feet for a length of fourteen feet measured parallel to the building.
 2. Storage Prohibited. No required interior setback area shall be used to store any motor vehicle, trailer, camper, boat or parts thereof, equipment or any type of antenna except as provided for in this title. (Ord. 1161 §1, 2012)
 3. Interior Setbacks abutting a Residential Zone:
 - a. Setback standards:
 - i. 5 feet for one story.
 - ii. 15 feet for two stories.
 - iii. 25 feet for three to five stories.
 - b. Setbacks are measured from the residential property line.

Chapter 17.08
PUBLIC FACILITIES ZONES – STANDARDS AND USES

Sections

- 17.08.010** Intent and purpose.
- 17.08.020** Uses.
- 17.08.030** Uses allowed in public facilities zone.
- 17.08.040** Property development standards.
- 17.08.050** Minimum yard requirements.
- 17.08.060** Accessory buildings and structures.
- 17.08.070** Parking and loading requirements.
- 17.08.080** Landscaping.
- 17.08.090** Fences, walls, and hedges.
- 17.08.100** Outdoor storage and operations.
- 17.06.110** Refuse enclosures.

17.08.010 Intent and purpose.

The Public Facilities zone (P-F) is established to provide areas throughout the city for the location of a variety of public, quasi-public and institutional facilities. Such areas shall be developed in a manner designed to enhance the neighborhood and to protect the surrounding areas from unnecessary noise, traffic or other disturbance. (Ord. 822 §1, 1989)

17.08.020 Uses.

No building structure shall be erected, reconstructed, or structurally altered or enlarged, nor shall any building structure or land be used for any purpose except as allowed by this chapter. (Ord. 822 §1, 1989)

17.08.030 Uses allowed in public facilities zone.

Table 17.08.030-A Uses for Public Facilities Zone (P-F)

	Zone
Uses	Public Facilities (P-F)
Accessory buildings and uses customarily associated with any permitted use (see Chapters 17.12)	A
Any public or quasi-public use not specifically permitted under this use table here (17.08.030) may be permitted subject to obtaining a conditional use permit in accordance with Chapter 17.03 of these regulations.	C
Any use not specifically permitted by this use table here (17.08.030)	X
Churches and related facilities	P
City Hall	P
City yards	P
Cultural Institutions	C
Metal buildings as defined in Chapter 17.02 of these regulations.	X
Other public buildings	P
Other quasi-public facilities	P

Outdoor commemorative or fundraising events if sponsored by the city or by the use permitted on the site.	A
Police and fire facilities	P
Public libraries	P
Public parks, recreational facilities and associated structures	P
Public utility facilities	P
Schools (private)	C
Schools (public)	P
Special Events	P
Water wells	P
Wireless Communication Facilities	C

P = Permitted as a Principal Use

C = Permitted as a Conditional Use

A = Permitted as a Accessory Use

X = Prohibited Use

17.08.040 Property development standards.

The following property development standards shall apply to all uses within the P-F zone.

Table 17.08.040-A Development Standards for Public Facilities Zone (P-F)

	Zone
Standard	Public Facilities (P-F)
Minimum lot area	Not Required
Maximum building coverage	Not Required
Minimum lot width	Not Required
Minimum lot depth	Not Required
Maximum building height (adjacent to residential zone)	28 ft
Maximum building height (not adjacent to residential zone)	No maximum

17.08.050 Minimum yard requirements.

Table 17.08.050-A Minimum Yard Standards for Public Facilities Zone (P-F)

	Zone
Standard	Public Facilities (P-F)
Front yard	10 ft minimum and landscaped
Side yard (interior or key lot)	No requirements, except a 10 ft landscaped yard when abutting/across from a residential zone
Side yard (corner or reversed corner lot)	10 ft landscaped yard on the street side
Rear yard	No requirements, except a 10 ft landscaped yard when

	abutting/across from a residential zone
--	---

17.08.060 Accessory buildings and structures.

Accessory buildings and structures shall conform to the standards contained in Chapters 17.12 of these regulations. (Ord. 822 §1, 1989)

17.08.070 Parking and loading requirements.

- A. No parking, whether the provision of required parking spaces or other parking, shall be permitted on unpaved areas, including the storage of trucks or similar types of equipment. The only exception to this rule shall be in the case of outdoor commemorative, special events or fundraising events permitted by above.
- B. All loading docks and doors facing a public or private street shall be located in such a way that all truck maneuvering shall take place on site whenever possible.
- C. All drive approaches shall be so designed as to preclude direct access to a loading door or loading dock from a public or private street whenever possible.
- D. Vehicle maintenance and repair must take place within a solid masonry structure enclosed on at least three sides with any openings, other than windows or fire exits, facing away from a public or private street. (Ord. 822 §1, 1989)

17.08.080 Landscaping.

A minimum of five percent of the total area devoted to parking shall be landscaped as well as other areas not designated for parking, structures, or pedestrian walkways. Landscaping shall consist of grass, ground cover, or other plant material and shall include an accepted automatic irrigation system (sprinklers, bubblers or diffuser heads) or hose bibs not over fifty feet from any portion of a planted area and all landscaping shall be contained within a six-inch concrete or eight-inch masonry curbing.

17.08.090 Fences, walls, and hedges.

- A. Interior Lots. Fences, hedges and walls shall be permitted in a required front yard area, provided that no sight-obscuring fence (concrete, block, masonry or wood) shall exceed forty-two inches in height, except that the fence may be increased to an overall height of six feet if the increase consists of wrought iron, chain link, or other see-through materials and the design is approved by the director of planning and community development, and provided that no plants, vines or other material shall be planted in such a way as to limit visibility through the fence. Fences, hedges and walls located to the rear of the property shall not exceed six feet in height except that fences or walls located adjacent to a freeway right-of-way shall not exceed ten feet in height.
- B. Corner or Reversed Corner Lots. On property at any corner formed by intersecting streets it shall be prohibited to construct, install or maintain any fence, hedge or wall or any other obstruction to view higher than forty inches above the reference point at either:
 - 1. The point of intersection with the prolongation of the curblines; or
 - 2. The point of intersection of the prolongation of the edge of the paved roadway when curblines do not exist.
- C. Within the triangular area between the curb or edge of the paved roadway lines and a diagonal line joining points on the curb or edge of paved roadway lines forty feet from the point of their

intersection, or in the case of rounded corners, the triangular area included between the reference point and the curblineline or edge of paved roadway line forty feet from the point of their intersection.

- D. On property which is located in a block which is otherwise entirely zoned C-M or M and developed in permitted manufacturing uses, fences or walls shall not exceed eight feet in height on sides, front or rear provided that any wall located on the front or side, in the case of a corner or reversed corner lot, shall be constructed to the rear of the required setback. If outdoor storage is constructed on the property, all fences must be sight-obscuring.
- E. When parking is located so that vehicles are facing a public or private street, a minimum forty-two inch high decorative block wall shall be installed to the rear of the required setback. (Ord. 822 §1, 1989)

17.08.100 Outdoor storage and operations.

All operations must be conducted entirely within a completely enclosed building except for activities which, by their nature, require operations outside of a building. Any outdoor storage of supplies, equipment or products is prohibited unless such storage is screened from public view by a solid masonry wall or sight-obscuring fence and does not extend above the height of the fence. All refuse enclosures shall be screened from public view. (Ord. 822 §1, 1989)

17.08.110 Refuse enclosure.

There shall be sufficient refuse enclosures provided to serve each development. Each enclosure shall have minimum interior dimensions of five feet by seven feet and shall be constructed of wood, masonry block or a combination of such materials and shall be designed to be compatible with the principal structure or structures on the site. The number, placement and design of such enclosures shall be determined during review of the proposed development. (Ord. 822 §1, 1989)

Chapter 17.09
INDUSTRIAL ZONES – STANDARDS AND USES

Sections

- 17.09.010 Intent and purpose.**
- 17.09.020 Uses.**
- 17.09.030 Residential uses.**
- 17.09.040 Proximity to residential uses.**
- 17.09.050 Property development standards.**
- 17.09.060 Minimum yard requirements.**
- 17.09.070 Landscaping.**
- 17.09.080 Outdoor storage and operations.**
- 17.09.090 Outdoor display of merchandise for sale.**
- 17.09.100 Exterior lighting facilities.**
- 17.09.110 Refuse enclosures.**
- 17.09.120 Parking, loading, truck and vehicle codes and requirements.**

17.09.010 Intent and purpose.

Manufacturing Zone (M): The purpose of the manufacturing zone (M) is to provide for and encourage the development of industrial uses in suitable areas throughout the city, and to promote a desirable and attractive working environment with a minimum of detriment to surrounding properties and a maximum of protection for the permitted uses through the prohibition of incompatible uses. (Ord. 822 §1, 1989)

Commercial-Manufacturing Zone (C-M) : The purpose of the commercial manufacturing zone, C-M, is to provide areas within the city in which general commercial and limited manufacturing uses can be co-located. Development standards are imposed in order to control the type and intensity of uses and to ensure quality of design which will enhance the area in which the use is located and which will protect adjacent and neighboring properties. (Ord. 822 §1, 1989)

17.09.020 Uses.

Manufacturing Zone (M): No building or structure shall be erected, reconstructed or structurally altered or enlarged, nor shall any building, structure or land be used for any purpose except as provided in this chapter. (Ord. 822 §1, 1989) Any other use not specifically permitted or prohibited, which is determined to be compatible with the permitted uses of the manufacturing zone is subject to a conditional use permit. (Ord. 1237 §5, 2019; Ord. 1195 §13, 2015; Ord. 1152 §3, 2011; Ord. 1151 §2, 2011; Ord. 978 §3, 1996; Ord. 963 §13, 1995; Ord. 822 §1, 1989) Any use not specifically permitted by these regulations unless determined by the planning commission to be the same as, or similar to, a permitted use is prohibited.

Table 17.09.020-A Uses for Industrial Zones – Manufacturing Zone (M)

	Zone
Uses	Manufacturing Zone (M)
Accessory buildings and uses normally associated with any permitted use	S
Ambulance Services	C

Any use which involves the mixing or handling of hazardous or toxic chemicals or products or requires the construction of any H-1 or H-2 structure	N
Any use which involves the use of cyclones or other similar methods of moving materials which would create noise levels above city standards as spelled out in Title 8	N
Any use which would involve heavy truck uses. Heavy truck uses meaning any use in which the movement of goods by truck on a regular basis is a major or principal part of the daily operation such as, but not limited to, distribution centers, moving and storage firms, steel distribution or any firm engaged primarily in transshipment of goods	N
Appliance repairs and service	P
Audio and video recording studios	P
Automotive impound and storage of inoperable vehicles	X
Automotive repair facilities, including body and fender shops, auto paint shops, engine rebuild, overhaul or repair, when located within 300 ft of a residential zone	C
Bakeries without retail	P
Blueprint and Photocopy services	P
Carpet and rug cleaning	P
Catering facilities	P
Drive-in movie theaters	C
Existing single-family residence when such residence is occupied either by the owner of the property or the owner of a business when such is located on the site. The residence shall comply with regulations of the R-1 zone district and when any such structure is no longer occupied in accordance with the provisions of this chapter, it shall be removed within 60 days of notification that it is in violation of these regulations.	S
Gateway signs, subject to the provisions of Chapter 17.15	S
Heavy metal works including drop forges, drop hammers, punch presses, forges and forging works	N
Industrial uses when such uses are determined to be hazardous in nature, either by virtue of process or product or through the emission of hazardous effluents, offensive odors or pollutants	X
Junk yards, salvage yards, contractors' equipment yards, building material yards, machinery and equipment storage yards	X
Laboratories, commercial testing, experimental research or similar operations, except that any experimental or research use of animals shall be prohibited	P
Laundry or Dry Cleaning, Limited. An establishment to dry clean and/or wash and dry clothes and other fabrics brought in and carried away by the customer. This includes self-service or coin-operated facilities	P
Laundry, Unlimited. An establishment where large quantities of clothes and other fabrics are washed and/or ironed or dry-cleaned but are collected and delivered primarily by laundry employees	P
Living quarters for switchboard or security personnel subject to planning commission approval	S

Machine shops employing such operations as deburring, the use of high speed drilling, sawing or cutting of metals; the use of any punch press over twenty tons capacity, and the use of brakes or other equipment capable of producing excessive noise or vibration, including drop hammers. See Title 8 for noise regulations	N
Manufacture or processing of perfumes, vinegar, yeast, sauerkraut, and similar highly aromatic products provided that no odors are allowed to emanate from the building(s) in which the operations occur or from the property in general	P
Manufacturing, repair, maintenance, preparation, compounding, processing, packaging, treatment, fabrication or assembly when not specified as a conditional use in the zone or prohibited by this use table here	P
Massage establishment	C
Metal buildings as defined and regulated by 17.11.070	X
Mini-warehouses or mini-storage facilities	X
Offices related to, or supportive of, uses permitted in the manufacturing zone (M)	P
Off-site signs and sign structures	X
On-sale of alcoholic beverages in association with restaurants, cafés, cafeterias and other similar eating establishments	C
On-site advertising in accordance with the provisions of Chapter 17.15 of these regulations	P
Open storage, provided that the only materials, products, or equipment stored are necessary to the operation of the use being conducted on the site, that all storage is located within a fence, screened area, that storage does not exceed the height of any fence or wall permitted or required, and that storage is not placed within any required yard or parking area	S
Outdoor market when conducted on a single site having an area of five acres or more in addition to the required parking area	C
Personal and business services serving the building or complex in which they are located. Such services may include cafeterias, barber and beauty shops, travel services and similar businesses.	S
Pest control operators and services	P
Places of worship and schools (public and private)	X
Plumbing, electrical, mechanical shops and services	P
Public utility facilities	P
Radio, television or cellular telephone transmission towers or telephone switching and relay facilities, in accordance with Section 17.11.120.	P
Recreational facilities, including, but not limited to, soccer facilities, basketball courts, and water polo facilities	P
Refrigeration repairs and services	P
Research and development	P
Residential uses and structures except as specifically permitted by either this use table or Section 17.09.040	X
Restaurants, cafes, cafeterias, and other similar eating establishments without on-sale alcoholic beverages.	P

Restaurants with a drive-through	C
Retail sales associated with the principal use in a building or complex in which they are located. Such uses shall not exceed 25% of the gross floor area occupied by the principal use and shall be subject to approval by the director of planning and community development	S
Support services such as: truck and automobile sales, leasing or rental and appurtenant facilities; restaurants; banks and other financial institutions, excluding check cashing services; business, trade and technical schools; labor or trade organizations and business offices; child care centers, when related to the industrial community; industrial medical clinics; and automobile service stations (minor repair only)	C
Swap meets	C
Technical, trade, or vocational schools	P
The manufacture of metal alloys, asphalt or asphalt products, cement, lime gypsum or plaster of Paris, coal, coke, charcoal, fuel briquettes and similar products, gas, rubber (natural or synthetic), soap, tallow, grease, lard and similar products, paints and paint products, acetylene, chemicals and chemical products, cellulose and cellophane, and plastics	N
The manufacturing of explosives	X
The refining or rerefining of petroleum or petroleum products	X
The slaughter, dressing, butchering or similar operations involving animals, seafood, poultry or fowl, or the tanning or other treatment of hides, skins, or the like	X
Tow yard	X
Trucking, transit and transportation terminals and related repair and storage facilities	X
Warehousing and bulk storage	P
Water pumping and treatment plants, reservoirs, wells and appurtenant facilities	N
Wholesaling	P
Wireless telecommunication facilities	C
Vehicle Accessory Sales and Installation	P

P = Permitted as a Principal Use

C = Permitted as a Conditional Use

S = Permitted as a Secondary Use

X = Prohibited Use

N= Uses allowed in areas non-adjacent to residential uses (adjacent defined as: next to or across a public or private street from residential uses)

Table 17.09.020-B Uses for Industrial Zones – Commercial-Manufacturing (C-M)

	Zone
Uses	Commercial-Manufacturing (C-M)
Any use listed as a principal permitted use in the commercial zone (C) when not prohibited by this table	P
Any use listed as a conditionally permitted use in the commercial zone (C) when not prohibited by this table	C

Any use not specifically permitted or prohibited which is determined to be compatible with the permitted uses of the commercial manufacturing zone (C-M)	C
Any uses listed as conditional uses in the manufacturing zone (M) unless specifically permitted by this table	X
Any use when such use is determined to be hazardous in nature, either by virtue of activity or product, or through the emission of noise, pollutants, or hazardous effluents	X
Any use which involves the mixing or handling of hazardous or toxic chemicals or products or requires the construction of any H-1 or H-2 structure	N
Any use which involves heavy truck uses. Heavy truck uses meaning any use in which the movement of goods by truck on a regular basis is a major or principal part of the daily operation such as, but not limited to, distribution centers, moving and storage firms, steel distribution or any firm engaged primarily in transshipment of goods	N
Any use which involves the use of cyclones or other similar methods of moving materials which could create excessive or irritating noise	N
Ambulance services	N
Accessory buildings and uses customarily associated with any permitted use	S
Adult businesses pursuant to the provisions of Chapter 5.25 of the South El Monte Municipal Code	P
Catering Facilities	P
Gateway signs, subject to the provisions of Chapter 17.15	S
Hotels and motels	X
Machine shops employing such operations as deburring, the use of high speed drilling, sawing or cutting of metals; the use of any punch press over twenty tons capacity, and the use of brakes or other equipment capable of producing excessive noise or vibration	N
Manufacturing, processing, packaging, treatment, fabrication or assembly when not specified as a conditional use in the M zone or prohibited by this table	P
Massage establishment	C
Metal buildings as defined in Section 17.11.070 of these regulations	X
Off-sale of alcoholic beverages other than beer and wine within five hundred linear feet of any church, school, or park	X
On-sale of alcoholic beverages in association with restaurants, cafés, cafeterias and similar establishments	C
Outdoor storage, as determined by the director of planning and community development or his or her representative, provided that the only materials and products or equipment stored are necessary to the operation of a use being conducted on the site.	S

The height of the storage shall not exceed the height of any fence or wall required or permitted by these regulations, and storage shall not be permitted in any required front or side yard or in any area designated for required parking if such storage would eliminate necessary employee parking or force employees to park on the public street	
Places of worship and schools (both private and public)	X
Residential uses and structures except as specifically permitted by Section 17.09.030	X
Retailer commercial cannabis operations in accordance with Chapter 5.26 of Title 5 of this Code	P
The slaughter, dressing, butchering or similar operations involving animals, seafood, poultry, or fowl or the tanning or other treatment of hides, skins, or the like	X
Technical, trade, or vocational schools	C
Wholesale and distribution businesses, providing that no trucks shall be based on the premises other than those owned, operated by, and servicing only the use on the site	P

P = Permitted as a Principal Use

C = Permitted as a Conditional Use

S = Permitted as a Secondary Use

X = Prohibited Use

N= Uses allowed in areas non-adjacent to residential uses (adjacent defined as : next to or across a public or private street from residential uses)

17.09.030 Residential uses.

- A. Each residential use and structure legally existing as of January 1, 1980, is a permitted use in the manufacturing zone.
- B. Residential uses and structures as set forth in this chapter are defined herein as single-family residential dwellings, two-family dwellings, three-family dwellings, multiple-family dwellings, and mobile homes or trailers designed and used for residential occupancy located within a mobile home park legally established prior to January 1, 1980. Each such mobile home park legally established prior to January 1, 1980, shall comply with the provisions of Chapter 17.11.
- C. No residential uses, including single-family residential dwellings, two-family dwellings, three-family dwellings, multiple-family dwellings, and mobile homes or trailers designed and used for residential occupancy located within a mobile home park legally established after January 1, 1980 are permitted in this zone.
- D. The development standards set forth in Chapter 17.05 of this Code shall apply to each residential dwelling permitted by this section, except townhouses and condominiums.
- E. The development standards set forth in Chapter 17.05 of this Code shall apply to each townhouse and condominium permitted by this section.

- F. The development standards set forth in the applicable sections of Chapter 17.11 that are applicable to mobile home sites and structures shall apply to each mobile home and trailer permitted by this section. (Ord. 984 §8, 1996)

17.09.040 Proximity to residential uses.

There are two situations involving the location of industrial sites in proximity to multiple residential zone districts. Adjacent, either to the side or rear, and across a public or private street. Each of these situations requires separate design treatment to ensure a minimum of conflict between the two dissimilar uses.

- A. Across a Public or Private Street. No industrial or commercial building shall be constructed closer than one hundred feet from building envelope of an existing residence located in a multiple residential zone district when the residence is across a public or private street from the industrial or commercial parcel. If the residential parcel is vacant, the one hundred feet will be measured from the building setback line established by the zone district regulations. If more than one residential parcel is involved, the distance shall be computed from the closest residential structure or from setback line if there is a vacant parcel involved. Measurements shall be made from the building envelope of a property; detached garages, or accessory buildings will not be considered. (See 17.09.040-A.)
- B. Adjacent to a Multiple Residential Zone District (Side or Rear). Industrial or commercial buildings will maintain a five feet side or rear setback from a multiple residential zone district with no openings, other than required fire exits facing the residential property. The only exception to this shall be in the case of a rear yard which abuts a multiple residential zone district. In this case, a forty-six-foot rear yard may be maintained providing that this area is used only for passenger vehicle parking and that the only openings facing the residential property are required fire exits. (See 17.09.040-B.)
- C. Required Front Setback. That area between the property line and the face of a commercial or industrial building created to maintain the required one hundred foot separation for buildings facing a multiple residential zone district shall be considered a required front yard. Parking shall be permitted to the rear of the first ten feet of the setback.

Figure 17.09.040-A

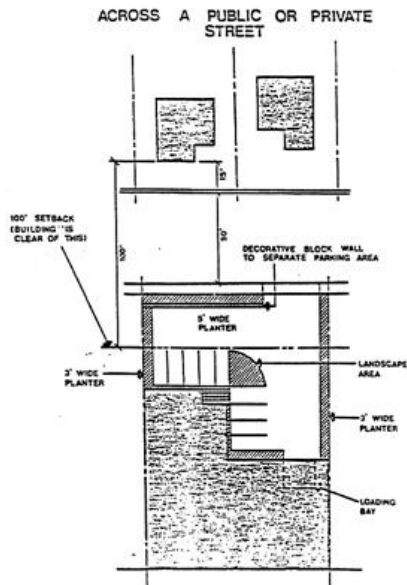
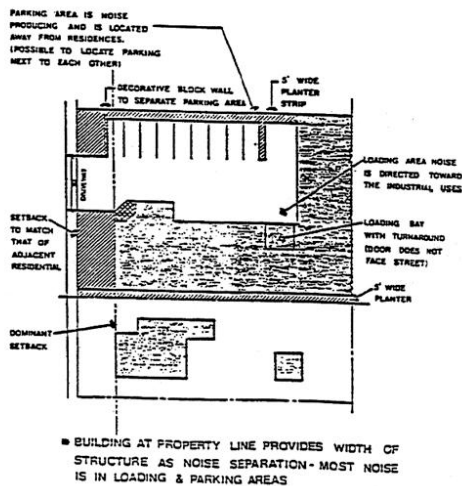


Figure 17.09.040-B



17.09.050 Property development standards.

The following standards shall apply to uses within the Manufacturing Zone (M) and the Commercial-Manufacturing Zone (C-M) provided that automobile service stations, day care centers and any use located adjacent to or directly across a public or private street from a residentially zoned district shall be subject to development standards contained in Section 17.09.040, and provided further, that any lot or parcel which is substandard in width, depth, or area and was legally recorded as a separate lot as of July 1, 1988, may be used for any use permitted by the manufacturing zone district regulations. Notwithstanding the above, residential uses and structures permitted by Section 17.09.040 shall be subject to development standards contained therein. (Ord. 984 §10, 1996; Ord. 822 §1, 1989)

Table 17.09.050-A Property Development Standards for Industrial Zones – Manufacturing Zone (M) and Commercial-Manufacturing (C-M) Zone

Zone	Manufacturing Zone (M)	Commercial-Manufacturing (C-M)
Minimum lot area	10,000 sqft	10,000 sqft
Maximum building coverage	No maximum building coverage	50% or NA
Minimum lot width	100 ft	50 ft
Minimum lot depth	100 ft	None
Maximum building height (50 feet from zone district boundary)	28 ft	28 ft
Maximum building height (not within 50 feet from zone district boundary)	No maximum	No maximum
Accessory buildings and structures	Shall conform to the standards contained in Chapter 17.12 of these regulations	Shall conform to the standards contained in Chapter 17.12 of these regulations

17.09.060 Minimum yard requirements.

Table 17.09.060-A Minimum Yard Requirements for Industrial Zones – Manufacturing Zone (M) and Commercial-Manufacturing (C-M) Zone

Zone	Manufacturing Zone (M)	Commercial-Manufacturing (C-M)
Front yard	5 ft	5 ft
Side yard (interior or key lot)	No requirement	No requirement
Side yard (corner or reversed corner lot)	5 ft	5 ft
Rear yard	No requirement	No requirement

17.09.070 Landscaping.

A minimum of five percent of the total area devoted to parking shall be landscaped as well as other areas not designated for parking, structures, or pedestrian walkways. Landscaping shall consist of grass, groundcover, or other plant material and shall include an accepted automatic irrigation system (sprinklers, bubblers, or diffuser heads) or hose bibs not over fifty feet from any portion of a planted area and all landscaping shall be contained within six-inch concrete or eight-inch masonry curbing. Provision of landscaping within parking areas shall be in accordance with Chapter 17.09. (Ord. 822 §1, 1989)

- A. A solid masonry wall, eight feet in height, shall be constructed and maintained along any side or rear property line which adjoins a residential zone, school, church or park, except that the wall shall not exceed forty-two inches in height when it adjoins the front setback of the adjacent residential property, except that the fence may be increased to a height of eight feet if the increase in height consists of wrought iron, chain link or other “see-through” material and the design is approved by the director of planning and community development.
- B. On property which is located in a block which is entirely zoned C-M or M and developed in permitted manufacturing uses, fences or walls shall not exceed eight feet in height on sides, front or rear, provided that any wall located in the front or on the side, in the case of a corner or reversed corner

lot, shall be constructed to the rear of the required setback. If outdoor storage is conducted on the property, all fences must be sight-obscuring.

- C. Corner or Reversed Corner Lot. On property at any corner formed by intersecting streets it shall be prohibited to construct, install or maintain any fence, hedge or wall or any other obstruction to view higher than forty inches above the reference point located at either:
 - 1. The point of intersection with the prolongation of the curblines; or
 - 2. The point of intersection of the prolongation of the edge of the paved roadway when curblines do not exist.
- D. Within the triangular area between the curb or edge of the paved roadway lines and a diagonal line joining points on the curb or edge of paved roadway lines forty feet from the point of their intersection, or in the case of rounded corners, the triangular area included between the reference point and the curbline or edge of paved roadway line forty feet from the point of their intersection (see Figure 17.05.080-A).
- E. When parking is so located that vehicles are facing a public or private street, a forty-two inch high decorative block wall shall be installed to the rear of the required setback. (Ord. 822 §1, 1989)

17.09.080 Outdoor storage and operations.

A. Manufacturing Zone (M)

- 1. Except as permitted by Section 17.09.100 all business operations in the manufacturing zone must be conducted entirely within a completely enclosed building. However, automobile and light truck sales, automobile service stations, outdoor dining, and other businesses which, by their nature, require operations outside of a building may be conducted outside of a building. Also, certain ancillary operations, such as the immediate loading and unloading of merchandise and supplies, routine property and building maintenance and permitted advertising may be conducted out of doors. Non-spoilable trash and/or recyclable material may be temporarily stored in approved and permitted trash enclosure area(s) for not more than seven days. (Ord. 1057 §5, 2004; Ord. 822 §1, 1989)
- 2. Loading Doors and Access.
 - a. Access to an industrial or commercial site shall be located on the side farthest from the residential property when the properties are adjacent.
 - b. Any loading doors which face a multiple residential zone district shall be designed to require that all truck maneuvering take place on site where possible.

B. Commercial- Manufacturing Zone (C-M)

- 1. Except as permitted by Chapter 17.14 all business operations in the commercial-manufacturing zone must be conducted entirely within a completely enclosed building. However, automobile and light truck sales, automobile service stations, outdoor dining, and other businesses which, by their nature, require operations outside of a building may be conducted outside of a building. Also, certain ancillary operations, such as the immediate loading and unloading of merchandise and supplies, routine property and building maintenance and permitted advertising may be conducted out of doors. Non-spoilable trash and/or recyclable material may be temporarily

stored in approved and permitted trash enclosure area(s) for not more than seven days. (Ord. 1057 §3, 2004; Ord. 822 §1, 1989)

17.09.090 Outdoor display of merchandise for sale.

Businesses selling merchandise retail purposes in the Manufacturing zone (M) and Commercial-Manufacturing zone (C-M) may display sale or promotional items outdoors subject to the following regulations:

- A. The merchandise must be displayed on the same lot as the principal location of the business.
- B. The area occupied by the outside display of merchandise shall not exceed an area greater than the gross square footage of the principal building on the lot multiplied by a factor of 0.025. The maximum permissible area occupied by outdoor display of merchandise shall be five hundred square feet.
- C. The displayed merchandise must be grouped into a single area and visible from the public street. The displayed merchandise shall not block, or diminish the public view of, or physical access to, any other business or use.
- D. The merchandise may not be displayed on, or over, any public right-of-way and may not be located within ten linear feet of any public right-of-way.
- E. The displayed merchandise may not be located in, or encroach into, any required yard or setback, or unpaved area.
- F. The displayed merchandise must not be located in, or encroach into, any designated driveway, required parking space, or designated fire lane.
- G. The displayed merchandise may not block any doorway, designated private pedestrian walkway or obstruct accessibility. The displayed merchandise must follow all ADA standards and regulations.
- H. The merchandise may not be displayed on top of any portion of any building, hung from, or affixed to building walls, rafters or eaves. Nor may any merchandise be hung from, or affixed to, any fence or wall or inflatable device.
- I. The outdoor display of merchandise shall be subject to all applicable health, safety and fire codes.
- J. The outdoor display of merchandise for sale, is in and of itself, a form of advertising and no additional signage shall be permitted for the displayed merchandise except price signs measuring no larger than three inches by five inches may be affixed to the items displayed for sale.
- K. The outdoor display of merchandise shall be subject to an outdoor display site plan review and approval by the planning commission and said approval shall be subject to conditions, if any, that may be imposed by the planning commission as needed to mitigate any potential negative effects created by the proposed outdoor display, and the planning commission shall deny the application if the planning commission finds that the outdoor display would be detrimental to persons or properties in the immediate vicinity of the subject property or to the city in general. The planning commission may revoke any approval for cause.

- L. Application for an outdoor display site plan approval shall be made on application forms supplied by the city and pursuant to the instructions provided by the city. At the time of submittal, applicant shall pay an application fee in the same amount as the application fees established for development site plan review. (Ord. 1057 §6, 2004)

17.09.100 Exterior lighting facilities.

Exterior lighting facilities shall be arranged in a manner that will not provide a direct glare or create hazardous interference with highways and neighboring properties. (Ord. 822 §1, 1989)

17.09.110 Refuse enclosures.

There shall be sufficient refuse enclosures provided to serve each development. Each enclosure shall have minimum interior dimensions of five feet by seven feet and shall be constructed of wood, masonry, block, or a combination of such materials and shall be designed to be compatible with the principal structure or structures on the site. The number, placement and design of such enclosures shall be determined during review of the proposed development. (Ord. 822 §1, 1989)

17.09.120 Parking, loading, truck and vehicle codes and requirements.

- A. Off- street parking and loading shall be provided in accordance with Chapter 17.16.
- B. No parking, whether the provision of parking spaces, or other parking, shall be permitted on unpaved areas, including the storage of trucks or other types of equipment. (Ord. 822 §1, 1989)
 - 1. No tow yards, impounding, or storage of inoperable vehicles are permitted per 17.09.020.
- C. All loading docks and doors facing a public or private street shall be located in such a way that all truck maneuvering shall take place on site whenever possible.
- D. All drive approaches shall be so designed as to preclude direct access to a loading door or loading dock from a public or private street wherever possible. (Ord. 822 §1, 1989)
- E. Vehicle maintenance and repair must take place within a solid masonry structure enclosed on at least three sides with any openings, other than windows or fire exits, facing away from any public or private street. (Ord. 822 §1, 1989)

Chapter 17.10
OVERLAY ZONES – STANDARDS AND USES

Sections

- 17.10.010 Intent and purpose.**
- 17.10.020 Overlay zone districts established.**
- 17.10.030 Changes in boundaries.**
- 17.10.040 Building permits.**
- 17.10.050 Application for precise plan.**
- 17.10.060 Powers of the architectural board of review and rules of procedure.**
- 17.10.070 Consideration of adjoining property values.**
- 17.10.080 Compliance required.**
- 17.10.090 Appeal.**
- 17.10.100 Adult business overlay zone.**
- 17.10.110 Religious establishment overlay zone.**
- 17.10.120 Santa Anita Corridor overlay zone.**

17.10.010 Intent and purpose.

The overlay zone districts are designed to establish a greater degree of control and regulation of architectural design in certain defined areas of the city felt to be of special concern. The regulations established by this chapter are in addition to, or may supersede, regulations established for the individual zone districts included within the overlay zone district. However, no uses not specifically permitted in the zone district shall be permitted in the overlay district. (Ord. 822 §1, 1989)

17.10.020 Overlay zone districts established.

The city council may, following a public hearing, adopt an ordinance declaring certain defined areas within the city as overlay zone districts:

- A. The adult business overlay zone
- B. The religious establishment overlay zone
- C. The Santa Anita Corridor district consisting of the area indicated in Section 17.10.120 is established as an overlay zone district.

17.10.030 Change in boundaries.

Changes in the boundaries of any overlay zone district shall be made by ordinance amending the boundaries shown on the appropriate exhibits codified in Section 17.10.020. (Ord. 822 §1, 1989)

17.10.040 Building permits.

No building permit shall be issued for the construction or erection of any building or structure, or for the reconstruction or addition to any existing building or structure, anywhere within an overlay zone district until a proposed precise development plan for such construction, reconstruction or addition has been submitted to and approved by the architectural board of review in accordance with Section 17.10.060. (Ord. 822 §1, 1989)

17.10.050 Application for precise plan.

An application for a precise plan approval shall be filed with the planning director with each application for a building permit and shall thereafter be referred to the architectural board of review. All information, plans, documents, and other matters relating to the issuance of building permit shall accompany said application and, in addition, the following:

- A. Parcel dimensions;
- B. The location, proposed use, site, height, floor plans of all existing and proposed buildings;
- C. The location, height, and materials to be used in the construction of all walls and fences;
- D. The location, number of spaces, dimensions, and circulation pattern of all proposed off-street parking;
- E. All pedestrian and vehicle access routes including interior traffic circulation design;
- F. The location, size, height, materials, and lighting of signs;
- G. The location, dimensions, number of spaces and access to loading areas;
- H. The location and general nature of lighting;
- I. Existing and proposed streets;
- J. A landscaping plan indicating existing and proposed natural features, such as trees, shrubs, watercourses, topography and proposed landscaping and materials for the surfacing of areas between buildings, driveways, and other open areas;
- K. Exterior elevation plans. (Ord. 822 §1, 1989)

17.10.060 Powers of the architectural board of review and rules of procedure.

The planning commission is designated the architectural board of review. (Ord. 822 §1, 1989). The architectural board of review shall have the power to establish its own rules of procedure with the following limitations:

- A. A quorum shall consist of at least three members;
- B. A majority vote shall be required to approve any action;
- C. The secretary to the planning commission shall take and maintain minutes of all meetings of the board. (Ord. 964 §2, 1995; Ord. 822 §1, 1989)

The board shall determine whether the proposed development follows these regulations, the design guidelines adopted by resolution of the city council, and whether or not it will be detrimental to the public health, safety and welfare or affect the desirability of property values or the present or future development of the surrounding areas. The board shall determine whether the purposes and objectives of this chapter have been met and, in that regard, conditions may be imposed to assure that the purposes and objectives of this chapter are realized. Consideration will be given to site plans, landscaping, architectural design, arrangements, and the relationship of such factors to similar features

of buildings in the immediate area. Interior design shall not be considered, nor shall conditions be imposed to require development incongruous with the surroundings.

The board, in compliance with the foregoing, may approve, conditionally approve, or disapprove any application for a building permit based upon said precise plan, provided that the board may not approve or conditionally approve the application if the board finds that the building for which the permit has been applied would, if erected or altered or expanded, be detrimental to the environment, property values or development of the surrounding area. (Ord. 964 §3, 1995; Ord. 822 §1, 1989)

17.10.070 Consideration of adjoining property values.

In the approval or rejection of a precise plan, consideration shall be given and restrictions shall be imposed to the extent necessary in view of the size and shape of the parcel and the present and proposed zoning and use of the subject property and the surrounding property, to permit the same degree of enjoyment of the subject property, to permit the same degree of protection of adjoining properties, as would be afforded in normal circumstances by the standard restrictions imposed by this title. If the proposed precise plan of design would substantially depreciate property value in the vicinity or would unreasonably interfere with the use or enjoyment of property in the vicinity by the occupants thereof for lawful purposes or would endanger the public peace, health, safety or general welfare, such plan shall be rejected or shall be so modified or conditioned upon adoption as to remove such objections. (Ord. 822 §1, 1989)

17.10.080 Compliance required.

No person shall violate or fail to comply with any adopted precise plan of design or any condition or provision thereof, nor shall a building permit be issued for any structure which would violate or fail to comply with any adopted precise plan of design for the parcel or parcels on which said structure is to be located. (Ord. 822 §1, 1989)

17.10.090 Appeal.

Any appeal of a decision of the board shall be in accordance with the provisions of Section 17.03.130. (Ord. 822 §1, 1989)

17.10.100 Adult business overlay zone.

- A. Intent, Purpose, and Establishment of Overlay Zone: The city council hereby establishes the adult business overlay (ABO) zone. The adult business overlay zone shall be the area indicated on Exhibit A (attached to the ordinance codified in this chapter and adopted by reference) as may be amended from time to time. The intent and purpose of the adult business overlay zone is to provide ample reasonable opportunities for adult businesses, as defined in Chapter 5.25 of this Code, to locate in South El Monte. (Ord. 1066 §1, 2005)
- B. Permitted Uses:
 - 1. Any adult business that complies with the provisions of Chapter 5.25 of this Code.
 - 2. Any manufacturing use permitted pursuant to Section 17.09.020. (Ord. 1066 §1, 2005)
- C. Development Standards:
- D. Any adult business proposed to be located within the ABO zone must comply with all standards, regulations and criteria set forth in Chapter 5.25 of this. (Ord. 1066 §1, 2005)

- E. No adult business, as that term is defined in Chapter 5.25 of this Code, shall be established on any property:
1. Within one thousand feet of an existing adult business. For the purposes of this subsection, an adult business shall be considered existing if either: (1) an adult business permit has been issued for the business; (2) it is currently operating; or (3) an adult business permit has been issued for the business, but it is not currently operating due to a suspension of such permit.
 2. Within five hundred feet of any park, existing religious institution, or school, as those terms are defined in Chapter 5.25 of this Code, or property zoned for residential use. A religious institution or school shall be considered existing if such use: (1) is currently in use; (2) has received a building permit; or (3) is indicated on an adopted specific plan or plan submitted in connection with an improved land use entitlement application.
 3. Within five hundred feet of any property used for residential use if the property upon which the adult business is proposed is located within the ABO.
 4. The distances specified in this section shall be measured in a straight line, without regard for intervening structures and the boundaries of the city, from the nearest property line of the property upon which the adult business is proposed, to the nearest property line of the existing adult business, religious institution, school, park, or property zoned or used for residential use. (Ord. 1066 §3, 2005)

17.10.110 Religious establishment overlay zone.

- A. Purpose: The purpose of this chapter is to provide standards of development designed to ensure that these uses will be compatible with the neighborhood in which they are located. (Ord. 822 §1, 1989)
- B. Location Criteria: a church or place of assembly may be located in any zone district which permits that particular use subject to the following exceptions and qualifications:
1. Primary access shall be from a thoroughfare at least 50 ft in right-of-way width for churches and 62 ft of roadway width for places of assembly.
 2. Churches may be located across a street from a residential zone district if the street is classified as a local collector, as a minimum. Places of assembly may be located across a street from a residential zone district if the street is an arterial or secondary collector, as a minimum. (Ord. 963 §23, 1995; Ord. 822 §1, 1989)
- C. Design Standards: design and appearance of churches and places of assembly shall be compatible with surrounding land uses and zone districts and shall enhance the appearance of the neighborhood in which they are located. The design of such facilities shall incorporate, but not be limited to, the following:
1. Appropriate use of decorative siding and roofing materials such as wood, tile, tinted glass and/or masonry;
 2. Additional landscaping above that required;
 3. Control of lighting and light fixtures;

4. Substitution of decorative rock or aggregate or other suitable materials for portions of areas proposed to be paved. (Ord. 822 §1, 1989)
- D. Site plan requirements:
1. Minimum building site: 20,000 sq.ft. This requirement may be waived by the planning commission in the case of churches.
 2. Minimum setbacks: 20 ft on all sides of the site. (Ord. 822 §1, 1989)
- E. Landscaping:
1. A minimum 10 ft wide planter shall be installed parallel to all street right-of-way or precise plan lines.
 2. At least 20% of the site shall be landscaped.
 3. Landscaping shall consist of trees, shrubs, groundcover, or a combination thereof. All landscaped areas shall contain an accepted irrigation system (sprinklers, bubblers, or diffuser heads) with an automatic timer-clock mechanism. All landscaped areas shall be contained within 6-inch concrete or 8-inch masonry planter curbing. All landscaped areas shall be maintained in a reasonably litter-free and weed-free condition and all plant materials shall be kept in a reasonably healthy, growing condition. (Ord. 822 §1, 1989)
- F. Frontage and access: Driveway locations and width must meet standards established by the city. (Ord. 963 §24, 1995; Ord. 822 §1, 1989)
- G. Fencing and screening: Except for areas used for traffic circulation, a natural wood or uniformly painted wooden fence, masonry wall, or shrubbery between 3 and 6 ft in height shall be maintained along all interior lot lines. Where any interior lot line abuts a residentially zoned lot or a lot with permitted residential uses, the fence shall be constructed of decorative and view-obstructing wood or masonry compatible with the design of the principal structure on the site. The fence or wall shall be 6 ft in height, except within 20 ft of the front property line, in which case it shall not exceed 42 inches in height. (Ord. 822 §1, 1989)
- H. Performance standards: Churches and places of assembly shall be operated in a manner which does not interfere with the normal use of adjoining properties. Accordingly, the following performance standards shall be applicable to all such establishments:
1. Noise levels measured at the property lines shall not exceed the levels prescribed in the noise regulations of the city.
 2. The premises shall be kept clean, and the operator shall ensure that no trash or litter originating from the site is deposited on neighboring properties or on the public right-of-way.
 3. All exterior lighting shall be designed in such a manner that will protect the highway and neighboring properties from direct glare or hazardous interference of any kind.
 4. Hours of operation, including deliveries to the site shall be compatible with the needs and character of the surrounding neighborhood. For the purpose of this chapter, the usual operating hours shall be considered to be between 6 a.m. and 10 p.m. for places of assembly within 500 ft

of a residential zone. Any modification of these hours must be approved by the planning commission.

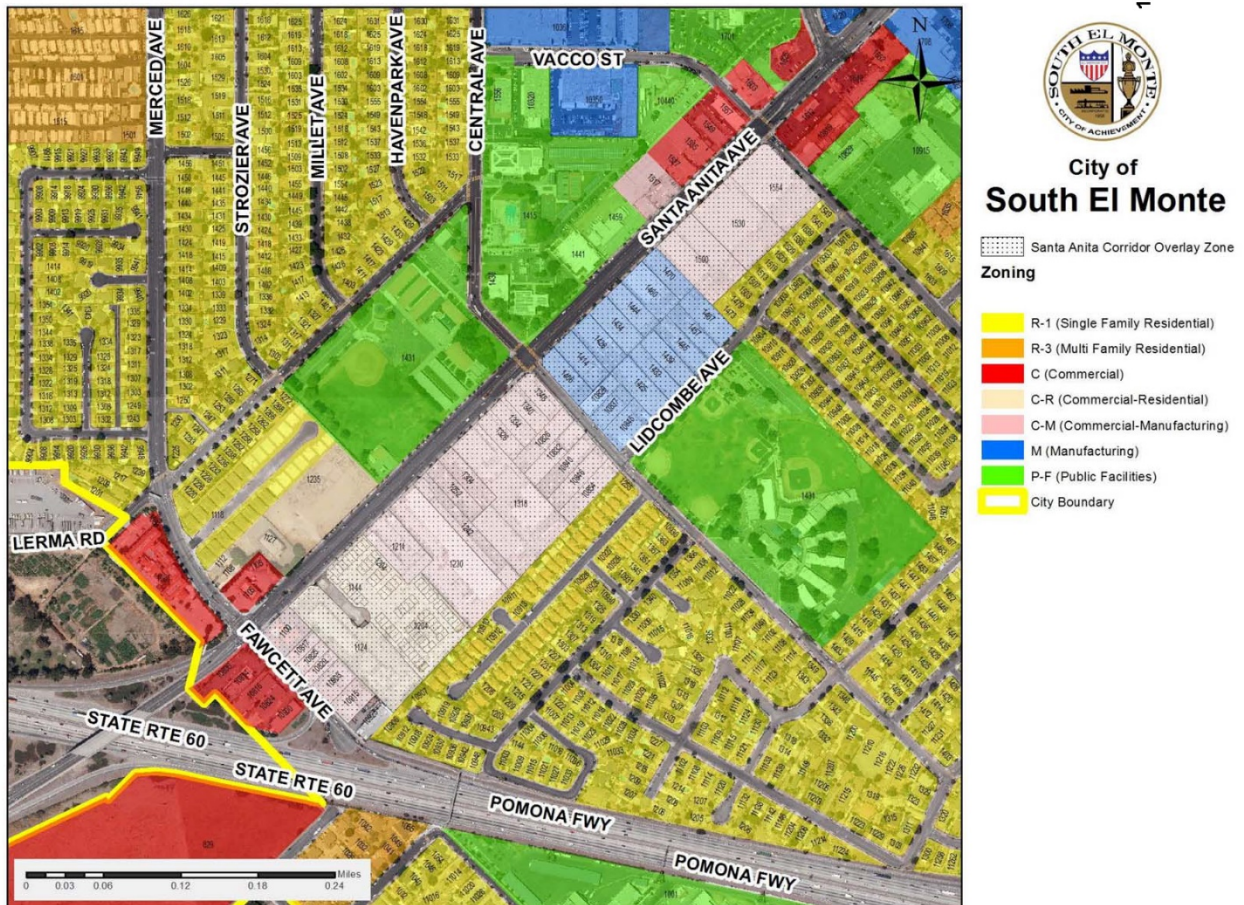
5. Management of the use shall take all necessary steps to assure the orderly conduct of employees, patrons, and visitors on the premises. (Ord. 963 §25, 1995; Ord. 822 §1, 1989)
- I. Establishment and administration of the Religious Establishment Overlay Zone: notwithstanding any other provision in this municipal code, the city council hereby creates a religious establishment overlay zone for the properties listed in subsection 2 below.
 1. All religious establishments shall comply with the requirements and standards set forth in Section 17.10.110 C. through Section 17.10.110 H.
 - a. Prior to establishing a religious establishment at any of the properties listed in subsection d, an applicant must:
 - b. File an application;
 - c. Pay a fee in an amount established by the city council; and
 - d. Demonstrate that the proposed use can comply with the requirements and standards set forth in Section 17.10.110 C. through Section 17.10.110 H.
 2. The following properties are included in the religious establishment overlay zone:
 - a. Calvary Chapel: 1510 Peck Road (Ord. 1159 §2, 2012)

17.10.120 Santa Anita Corridor overlay district.

- A. Purpose: The purpose of the Santa Anita Corridor overlay district is to encourage the development of affordable housing and a mixed land use pattern along an underutilized commercial corridor in the City
- B. Applicability. This section applies to lots located in the Santa Anita Corridor overlay district as indicated in Figure 17.10.120-A. All development shall comply with the applicable development standards (e.g., setbacks, height) of the underlying zoning district in addition to the standards provided in this section. In situations where an inconsistency occurs between the development standards of the underlying zoning district and the standards in this section the most restrictive standard shall prevail.
- C. Uses Allowed. Land uses allowed in the Santa Anita Corridor overlay district are all those uses allowed in the underlying zoning district.
- D. Required Residential Density. For commercial-residential zoned properties that are located within this overlay district, the following standards shall apply:
 1. A minimum of fifty percent of the total floor area proposed for all new mixed-use projects will be devoted to residential uses.
 2. Allowed development types will be limited to mixed use developments and residential stand-alone uses; and
 3. Owner-occupied and rental multifamily residential uses will be allowed by right for developments in which at least twenty percent of the units are affordable to lower-income households during the planning period. Currently owner-occupied and rental multifamily

residential uses with densities of at least thirty units per acre are allowed by right. (Ord. 1243 §6, 2020)

Figure 17.10.120-A The Santa Anita Corridor district



(Ord. 1243 §5, 2020; Ord. 964 §1, 1995; Ord. 822 §1, 1989)

Chapter 17.11
SPECIAL USES – STANDARDS AND USES

Sections

- 17.11.010** **Automobile service stations.**
- 17.11.020** **Boarding and roominghouses.**
- 17.11.030** **Day care centers.**
- 17.11.040** **Drive-In and drive-through establishments.**
- 17.11.050** **Hotels.**
- 17.11.060** **Industrial and commercial uses adjacent to a residential zone.**
- 17.11.070** **Metal buildings.**
- 17.11.080** **Mobile home parks.**
- 17.11.090** **Off-sale of beer and wine.**
- 17.11.100** **On-sale of beer and wine.**
- 17.11.110** **Public utility facilities.**
- 17.11.120** **Radio and television antennas and wireless telecommunications antenna facilities.**
- 17.11.130** **Residential condominiums.**
- 17.11.140** **Retail sales of alcoholic beverages.**
- 17.11.150** **Senior housing.**
- 17.11.160** **Water efficient landscaping.**

17.11.010 **Automobile service stations.**

D. Table 17.11.010-A Operations at Automobile Service Stations

Operation	Approval and Permit Requirements
The retail sales of gasoline and lubricants	P
The incidental servicing of motor vehicles, including grease racks, tire repairs, battery charging, automobile washing (nonmechanical); sale of merchandise and supplies related to the servicing of motor vehicles; minor automotive maintenance, replacements and repair; and other incidental customer service and products	P
Certain retail commercial activity pursuant to the terms of Section 7.30.015;	C
The sale of beer and wine for off-site consumption pursuant to the terms of Section 17.11.090	C
Major automotive repairs, painting, auto body repair, fender work, major mechanical work, engine overhauling and similar work, outside display of new or used vehicles, equipment or parts for sale or lease, except as specifically provided in this Code	X

P: Permitted operations

C: Conditionally permitted operations

X: Prohibited operations

A. Additional retail commercial activity:

1. Retail commercial activity in addition to those uses permitted by Section 17.11.020-A may be conditionally permitted on the same site as an automobile service station. Only permitted or conditionally permitted uses in the commercial zones may be conditionally permitted in addition to those uses permitted by Section 17.11.020-A.
2. A conditional use permit must be obtained pursuant to the provisions of Section 17.11.010-A prior to establishing a concurrent use of additional retail commercial activity on the same site as an automobile service station.
3. In addition to the criteria set forth in Section 17.03.060, the following factors shall be considered in reviewing the conditional use permit application:
 - a. Whether the proposed commercial activity is compatible with the activities associated with an automobile service station, the area and surrounding uses;
 - b. Whether the concurrent activities would create or cause any of the following:
 - i. An adverse traffic impact or a traffic safety hazard, including, but not limited to, an adverse impact on traffic circulation of parking
 - ii. Pedestrian-vehicle conflicts or pedestrian safety hazards,
 - iii. An accumulation of garbage or trash,
 - iv. Excessive noise,
 - v. Intrusive lighting,
 - vi. Excessive or unpleasant odors,
 - vii. Noxious fumes,
 - viii. Interference with properties or uses in the surrounding area due to activities associated with the proposed concurrent activities or due to their hours of operation;
 - c. Whether the facilities can be located or situated in such a manner so that:
 - i. Lighting, noise, fumes, rodents, pests and odors can either be eliminated, mitigated or reduced so as to not adversely affect neighboring properties or uses,
 - ii. Traffic generated by the concurrent activities can flow smoothly, both on-site and off-site, without creating an adverse traffic impact, or a traffic or safety hazard to vehicles or pedestrians,
 - iii. The impact on properties or uses in the surrounding area due to the activities associated with the concurrent activities or due to their hours of operation does not exceed acceptable levels;

- d. Where the commercial activity is related to the sales, preparation and/or dispensing of food, whether there is adequate distance between retail petroleum pump islands and the facilities and activities of the food-related commercial activity.
4. Upon application for a conditional use permit, the planning commission may approve, deny or conditionally approve such application. The planning commission may impose any conditions which are necessary to preserve the public health, welfare or safety or to mitigate any potential adverse impacts resulting from the establishment of concurrent activities at an automobile service station. (Ord. 985 §7, 1997)
- B. Location criteria: An automobile service station may be located in any zone district which permits that particular use subject to the following exceptions and qualifications:
 1. Primary access shall be from thoroughfares at least sixty-two feet in width.
 2. Automobile service stations may not be located across a street from residential zone districts unless the street is an arterial, collector, or state highway as shown on the select street system.
 3. Automobile service stations may not be permitted on sites abutting schools, parks, playgrounds, libraries, churches or other public or quasi-public uses which have a demonstrated substantial pedestrian traffic flow for which pedestrian/vehicle conflicts cannot be adequately mitigated. (Ord. 963 §21, 1995; Ord. 943 §4, 1994; Ord. 822 §1, 1989)

E. Table 17.11.010-B Design/Development Standards for Automobile Service Stations

Standard	Requirement
Design Standards	Appropriate use of decorative siding and roofing materials such as wood, tile, tinted glass or masonry. Vending machines may be placed outside the structure. Exterior tire displays may be permitted subject to approval of the design and location by the director of planning and community development. Such display may not block a required parking space, driveway aisle, or pedestrian path of travel. Repairs and Servicing. All permitted repair equipment and services, other than the service of fuel, shall be enclosed entirely within a building. No automotive repairs shall be permitted outside the structure. No Charge Services. Air for tire inflation, water for radiators, windshield washing materials, and men's and women's public restrooms shall be provided to the public at no charge. A limited number of light-haul type travel trailers as determined by planning commission may be permitted for rental purposes, provided they are kept in an orderly manner and appropriately screened from view wherever possible by use of wood or masonry and/or landscaping. For the purpose of this section, light-haul type trailers are defined as non, self-propelled vehicles designed to be towed by an average passenger-type vehicle. Light-haul trailers shall not exceed four feet in length overall nor have a gross weight of more than one thousand five hundred pounds. Front entry to lubrication bays and/or service areas shall not be generally permitted except where necessary to minimize the impact on adjacent residential uses.

Landscaping	All required yard areas abutting streets and not used for vehicle maneuvering or parking shall be landscaped. In all zone districts a planter of at least 5 ft in width shall be installed parallel to the street right-of-way or precise plan line.
Landscaping – Coverage and Materials	At least 10% of the total site shall be landscaped. Landscaped areas shall contain trees, shrubs, planted groundcover, or a combination thereof. At least 75% of the required landscaping shall be in planting and the remaining 25% may be in landscaping and aggregate materials.
Landscaping - Irrigation	All landscaping areas shall contain an accepted irrigation system (sprinklers, bubblers or diffuser heads) with an automatic timer-cloak mechanism. All landscaped areas shall be contained within 6-inch concrete or 8-inch masonry planter curbing.
Landscaping – Corner Lots	Except for driveways, corner lots shall have a permanently landscaped evergreen planted triangular area, formed by the street right-of-way lines and a line connecting them at points thirty feet from the real or projected point of intersection of the street right-of-way.
Refuse Enclosures - Standards	Refuse enclosures shall comply with the following: Minimum interior dimensions - Please check with City's trash hauler for specific requirements, as they vary from use to use. The walls of each solid waste enclosure shall be constructed of concrete block or other solid masonry material with an exterior surface finish compatible with the main structure(s). Each solid waste enclosure shall have a solid gate capable of screening the contents of the enclosure. Each solid waste enclosure should be designed to allow walk-in pedestrian access without having to open the main enclosure gate. The property owner shall supply and maintain adequate bins and containers for waste disposal. Solid waste enclosures shall be architecturally compatible with the main building. All trash enclosures constructed after the date of the adoption of this article shall comply with the standards set by the Department of Public Works to address runoff water quality and pollutant source reduction. A two (2) foot perimeter surrounding each recycling and solid waste enclosure, exclusive of access to the enclosure, shall be planted with landscaping. No solid waste enclosure shall be located in any front or corner side yard. No recycling or solid waste enclosures (including access doors, when open) shall be located in any required parking space. Instructional signs shall be conspicuously posted on each trash enclosure giving instructions on the use of the bins and containers.
Refuse Enclosures - Screening	Refuse disposal areas shall be adequately screened from view utilizing a decorative wood or masonry enclosure, or a combination thereof, which is compatible with the design of the principal structure on the site.
Fencing and Screening	Except for areas used for traffic circulation, a natural wood or uniformly painted wooden fence, masonry wall, or shrubbery between three and six feet in height, shall be maintained along the interior lot lines. Where any interior lot line abuts a residentially zoned lot with a permitted residential use, the fence shall be constructed of decorative and view obstructing wood or masonry compatible with the design of the principal structure on the site. The fence or wall shall be six feet in

	height, except within twenty feet of the front property line, in which case, it shall not exceed forty-two inches in height. (Ord. 963 §21, 1995; Ord. 822 §1, 1989)
Required Parking	See Chapter 17.16

F. Table 17.11.010-C Site Plan Requirements for Automobile Service Stations

Standard	Requirements
Minimum building site	20,000 sqft
Minimum frontage on one street *	140 ft
Minimum setbacks for fuel pump islands, measured from the property lines **	15% of depth of the lot or 20 ft (whichever is less)
Minimum Facilities Required - Principal service structure:	2 restrooms, office area; equipment and miscellaneous storage and service area adequate to provide for the operation and maintenance of the station. A minimum of one air and water outlet for each site.

* In the case of corner lots, frontage shall be measured to the extension of the intersecting property lines.

**A canopy or roof structure over a pump island may encroach up to ten (10) feet from the street property line.

C. Performance standards: Automobile service stations shall be operated in a manner which does not interfere with the normal use of adjoining properties. Accordingly, the following performance standards shall be applicable to all such establishments:

- Noise levels measured at the property lines shall not exceed the levels prescribed in the noise regulations of the city.
- The premises shall be kept clean, and the operator shall assure that no trash or litter originating from the site is deposited on the neighboring properties or on the public right-of-way.
- All exterior lighting shall be designed in such a manner that will protect the highway and neighboring properties from direct glare or hazardous interference of any kind.
- Hours of operation, including deliveries to the site, shall be compatible with the needs and character of the surrounding neighborhood. For the purposes of this section, the usual operating hours shall be considered to be between six a.m. and ten p.m. if the establishment is within five hundred feet of a residential zone. Any modification of these hours must be approved by the planning commission.
- No undesirable odors may be generated from the site.
- Air for tire inflation, water for radiators, windshield washing materials, and men's and women's public restrooms shall be provided to the public at no charge.
- Management of the use shall take all necessary steps to assure the orderly conduct of employees, patrons and visitors to the premises.
- A copy of these performance standards shall be posted alongside the establishment's permits and licenses and visible to employees at all times. (Ord. 963 §22, 1995; Ord. 822 §1, 1989)
- Restroom Access. All restrooms shall take access from the interior of a building. No exterior access to the restrooms shall be permitted.

10. Vapor Recovery Equipment.

- a. All equipment shall be located adjacent to a building, but as far as possible, to any property with a residential use or other uses designed for overnight human habitation, such as motels, hotels, hospitals, or group homes. In no case shall the vapor recovery equipment be located within twenty (20) feet to any property with a residential use or other uses designed for overnight human habitation.
- b. The location on the site shall not disrupt the flow of vehicular traffic onto and off of the site.
- c. All vapor recovery equipment shall be completely screened from public view by architectural building features or other screening elements that are compatible in color, texture, and design with the principal structure.

D. Closed Service Stations.

1. All closed service stations, including all buildings, structures, and yards shall be maintained so there is no adverse or detrimental effect on the property of others within the vicinity or neighborhood. All landscaping shall be maintained and properly irrigated and shall not be allowed to become overgrown or dead.
2. The conversion of a service station to another use shall be reviewed during Site Plan Review and/or Conditional Use Permit and shall be approved by the Commission prior to any remodeling or occupancy and pursuant to any cleanup and capping requirements regulated by the County, State, or Federal agencies.

17.11.020 Boarding and roominghouses.

- A. Purpose: The purpose of this section is to provide standards to ensure that residences used as boarding or roominghouses shall be compatible with surrounding neighbors and will not adversely impact the area in which such use is located. (Ord. 822 §1, 1989)
- B. Conditional Use Permit – required: A conditional use permit shall be required for all boarding and roominghouses. (Ord. 822 §1, 1989)
- C. Design standards:
 1. No exterior alterations shall be made to the residential structure which will change its appearance as to make it out of context with the surrounding dwellings.
 2. All parking will be located in the rear yard area.
 3. Parking standards shall be the same as for one bedroom or efficiency apartments.
 4. Driveway locations and widths must meet standards established by the city and be reviewed by the Community Development Department prior to the approval of the conditional use permit. (Ord. 822 §1, 1989)
- D. Performance standards: Boarding and roominghouses shall be operated in a manner which does not interfere with the normal use of adjoining properties. If, in the opinion of the Director Community Development, the provisions of the conditions of approval of the conditional use permit are being violated, such violations shall be grounds for reopening the conditional use permit hearing and the addition of conditions to correct the violations or, if the violations are severe enough, to consider revocation of the conditional use permit. (Ord. 822 §1, 1989)

17.11.030 Day care centers.

- A. Purpose: These standards are designed to complement the variety of state laws which control development and operation of day care centers. (Ord. 822 §1, 1989)
- B. Conditional Use Permit – Planning Commission criteria: Large day care centers (not more than fourteen children) require the approval of a conditional use permit. In evaluating the conditional use permit, the planning commission shall consider the following criteria:
 - 1. Off-Street Parking. One off-street parking space shall be provided for each two employees working at any one time. The spaces shall be in addition to any spaces required for any other use occupying the same building or premises.
 - 2. Off-Street Loading. Wherever possible, an area for the loading and unloading of children shall be provided on the site and laid out in such a manner as to provide for forward travel of vehicles both on entering and leaving the site. (Ord. 1063 §3, 2004; Ord. 822 §1, 1989)
- C. Conditional Use Permit – state requirements: Indoor areas, outdoor play areas, restrooms, fencing, and other structural requirements shall be governed by the California Health and Safety Code. Any application for a conditional use permit will show evidence of compliance with the applicable state laws. (Ord. 822 §1, 1989)
- D. Permitted by right – Family daycare home, a daycare center with 14 children or less that's within the provider's home.
- E. Licensing: Licensing of day care centers is the responsibility of the Los Angeles County Department of Public Social Services (DPSS) and any applicant for a conditional use permit must show evidence of application to Los Angeles County for proper licensing. (Ord. 822 §1, 1989)

17.11.040 Drive-In and drive-through establishments.

- A. Purpose: The purpose of this section is to provide standards of development and performance for drive-in and drive-through establishments. (Ord. 963 §20, 1995; Ord. 822 §1, 1989)
- B. Retail sales of gasolines and lubricants as an accessory use: The retail sale of gasoline and lubricants is permitted with conveyor and nonconveyor automobile washing operations, automobile repair garages which perform major mechanical repair, parking garages (structures), if the sale of gasoline and lubricants is accessory to the principal use, or in conjunction with a tire, battery and automobile accessory store which is part of a shopping center. (Ord. 985 §3, 1997; Ord. 963 §20, 1995; Ord. 822 §1, 1989)
- C. Location criteria: A drive-in or drive-through establishment may be located in any zone district which permits that particular use subject to the following exceptions and qualifications:
 - 1. Access.
 - a. Primary access shall be from a thoroughfare at least 62 ft in width.
 - b. The driveway entrance to a drive-through business shall not be within five (5) of a curb return
 - c. The width of driveways at the street property line shall not exceed thirty (30) feet. The width of a common driveway may not exceed thirty-six (36) feet.
 - d. The distance between driveways shall be at least twenty-five (25) feet.
 - e. The driveway entrance to a drive-through shall be separated from the general on-site driveway aisle by a five-foot wide landscape planter (includes 6-inch width concrete curbs)

2. Drive-in and drive-through uses may not be located across a street from residential zone districts unless the street is an arterial or collector street shown on the select street system. This provision does not apply to commercial off-street parking lots. (Ord. 963 §20, 1995; Ord. 822 §1, 1989)
- D. Landscaping. In addition to the landscaping requirements set forth in Section 17.06.070, the following additional standards shall apply:
1. Required planters abutting residential properties shall be planted with trees shrubs, which shall form an uninterrupted screen foliage not less than ten (10) feet in width and which will grow to be not less than fifteen (15) feet no more than twenty (20) feet in height at full growth.
 2. An uninterrupted screen hedge shall be planted adjacent to and parallel with any drive-thru lane. Said hedge shall be planted and maintained at a height of three (3) feet to three and one-half (3½) feet. The hedge shall not be thorny or spiked, and shall not extend over the sidewalk.
- E. Drive-Through Business Lane Standards.
- a. All businesses that provide drive-through facilities for serving customers within their automobile shall provide stacking space that meets the requirement in Table 17.11.040-A.
 - b. Each stacking space shall be computed on the basis of a vehicle being nine (9) feet in width and twenty (20) feet in length. Each stacking lane shall be a minimum of twelve (12) feet in width.
 - c. Clear identification and delineation between the drive-in lane(s) and parking lot shall be provided.
 - d. Where the lot dimensions allow, all drive-in business shall provide an escape lane that allows other vehicles to pass those waiting to be serviced.
 - e. The stacking lane shall be independent of any on-site parking, parking maneuvering areas, public streets, or alley or traffic ways serving other on-site and/or off-site uses.
 - f. The minimum required length of any stacking space may be increased if it is determined that additional stacking area will be required to adequately serve the use.
 - g. A traffic study addressing both on-site and off-site traffic and circulation impacts may be required.

Table 17.11.040-A Drive-Through Facilities Requirements

Use	Number of Stacking Space
Banks	5
Coffee Facilities	
Before order board	4
Between order board and pick-up window	4
Drug Stores / Pharmacies	4
Dry Cleaning	4
Fast-Food Restaurants	
Before order board	4

Between order board and pick-up window	4
Car Washes (Self-Service, Coin-Operated)*	
Entry	2
Exit	1
Car Washes (Full-Service)	
Entry	6
Exit	2

*Wash stalls shall not count as stacking space.

F. Performance standards: Drive-in and drive-through establishments shall be operated in a manner which does not interfere with the normal use of adjoining properties. Accordingly, the following performance standards shall be applicable to all such establishments:

1. Noise levels measured at the property lines shall not exceed the levels prescribed in the noise regulations of the city.
2. The premises shall be kept clean, and the operator shall assure that no trash or litter originating from the site is deposited on the neighboring properties or on the public right-of-way.
3. All exterior lighting shall be designed in such a manner that will protect the highway and neighboring properties from direct glare or hazardous interference of any kind.
4. All exterior lighting shall be designed in such a manner that will protect the highway and neighboring properties from direct glare or hazardous interference of any kind.
5. No undesirable odors may be generated from the site.
6. Management of the use shall take all necessary steps to assure the orderly conduct of employees, patrons and visitors to the premises.
7. All deliveries made to businesses abutting residential zones shall occur between the hours of 7:00 a.m. and 9:00 p.m.
8. A copy of the required performance standards shall be posted alongside the establishment's permits and licenses and be visible to employees at all times. (Ord. 963 §20, 1995; Ord. 822 §1, 1989)

17.11.050 Hotels.

- A. Purpose: The purpose of these development standards is to ensure that any hotel constructed in the city will enhance the appearance of both the area in which it is located and of the city as a whole. (Ord. 822 §1, 1989)
- B. Conditional use permit – required: A conditional use permit shall be required for all hotels within the city. (Ord. 822 §1, 1989)

G. Table 17.11.050 -A Development Standards for Hotels

Standard	Requirement
Walls Required	6ft high decorative block wall will be constructed on side and rear property lines.

Landscaping	Minimum 10ft landscaped setback on each street frontage. 20% of the total site shall be landscaped. All landscaped areas shall contain an accepted irrigation system (sprinklers, bubblers, or diffuser heads) with an automatic timer-clock mechanism. All landscaped areas shall be contained within 6 in concrete or 8 in masonry planter curbing.
Refuse Areas – Dimensions	5 ft x 7 ft
Refuse Areas - Screening	Refuse disposal areas shall be adequately screened from view utilizing a decorative wood or masonry enclosure or a combination thereof, which is compatible with the design of the principal structure on the site.

- C. Performance standards: Hotels shall be operated in a manner which does not interfere with the normal use of adjoining properties. If, in the opinion of the director of planning and community development, or designee, the provisions of this section are being violated, the violations shall be grounds for reopening the conditional use permit hearing and the addition of conditions to correct the violations, or if the violations are severe enough, to consider revocation of the conditional use permit. (Ord. 822 §1, 1989)

17.11.060 Industrial and commercial uses adjacent to a residential zone.

- A. Purpose: the purpose of this section is to provide development standards designed to protect single-family and multiple residential neighborhoods from the adverse impacts of industrial and commercial uses while permitting such uses to exist in near proximity to residences. (Ord. 822 §1, 1989)
- B. Design Standards for Industrial/Commercial Uses Adjacent to a Residential zone

H. Table 17.11.060-A Design Standards for Industrial/Commercial Uses Adjacent to a Residential zone

Standard	Requirement
Commercial/Industrial Uses Across the Street from Residential	No industrial or commercial building shall be constructed closer than one hundred feet from an existing residence located in a single-family residential zone district when the residence is across a public or private street from the industrial or commercial parcel. If the residential parcel is vacant, the one hundred feet will be measured from the building setback line established by the zone district regulations; if more than one residential parcel is involved, the distance shall be computed from the closest residential structure or from the setback line if there is a vacant parcel involved. Measurements shall be made from habitable structures only; detached garages, or accessory buildings will not be considered.
Commercial/Industrial Uses Adjacent to Single-Family Residential (Side or Rear)	Industrial or commercial buildings will maintain a setback (side or rear) of fifty feet from any existing residence located in a residential zone district. The side or rear setback area may be used for access to the site or for passenger vehicle parking only. No outdoor operations, storage or truck loading shall be permitted in this area.
Commercial/Industrial Uses	Industrial or commercial buildings will maintain a five feet side or rear setback from a multiple residential zone district with no openings, other than required fire exits

Adjacent to Multifamily Residential (Side or Rear)	facing the residential property. The only exception to this shall be in the case of a rear yard which abuts a multiple residential zone district. In this case, a forty-six-foot rear yard may be maintained providing that this area is used only for passenger vehicle parking and that the only openings facing the residential property are required fire exits.
Required Front Setback	That area between the property line and the face of a commercial or industrial building created to maintain the required one hundred feet separation for buildings facing a residential zone district shall be considered a required front yard. Parking shall be permitted to the rear of the first ten feet of the setback.
Loading Doors and Access	Access to an industrial or commercial site shall be located on the side farthest from the residential property when the properties are adjacent. Any loading doors which face a residential zone district shall be designed to require that all truck maneuvering take place on site whenever possible.
Landscaping	• All required front setbacks shall be fully landscaped except for pedestrian walks, necessary drives and parking areas to the rear of a ten-foot landscaped strip. • Landscaping shall consist of trees, shrubs, groundcover, or a combination thereof. • All landscaped areas shall contain an accepted irrigation system (sprinklers, bubblers, or diffuser heads) with an automatic timer-clock mechanism. All landscaped areas shall be contained within a six-inch concrete or eight-inch masonry planter curbing • All landscaped areas shall be maintained in a reasonably litter-free and weed-free condition and all plant materials shall be kept in a healthy growing condition.
Fencing and Screening	A solid masonry wall, eight feet in height shall be maintained on any property line which abuts a residential zone.
Fencing and Screening – Single Family Residential	When an industrial or commercial property is across a street from a residential zone district a solid masonry wall shall be constructed across any yard or parking area. This wall will be located to the rear of any required front setback.
Fencing and Screening – Multifamily Residential	When an industrial or commercial property is across a street from a multiple residential zone district, a fence or wall shall be constructed across any yard or parking area. This fence or wall shall be located to the rear of any required front setback and shall not exceed forty-two inches in height if constructed of solid masonry, concrete or wood, but may be increased to a height of eight feet if the increase in height consists of wrought-iron, chain link or other “see-through” material and the design is approved by the director of planning and community development, except when such wall or fence is required for screening purposes the wall fence shall be constructed of solid materials, either block or wood.

A. Performance Standards: All industrial and commercial businesses which are located in close proximity to residential zones shall be operated in a manner which will not interfere with the residents’ enjoyment of their property. Accordingly, the following performance standards shall be applicable to all such establishments:

1. Noise levels measured at the property lines shall not exceed levels prescribed by noise regulations of the city.

2. All punch presses, shears and similar types of equipment shall be mounted on vibration reducing mounts so that no detectable level of vibration is transmitted to other properties or the public right-of-way.
3. No outdoor storage shall be permitted in any yard adjacent to a residential zone district.
4. The premises shall be kept clean and the operator shall ensure that no trash or litter originating from the site is deposited on neighboring properties or on the public right-of-way.
5. All exterior lighting shall be designed in such a manner that will protect the highway and neighboring properties from direct glare or hazardous interference of any type.
6. No mechanical equipment such as compressors, pumps or air conditioning units will be placed adjacent to residentially zoned property.
7. Hours of operation, including deliveries to the site shall be compatible with the needs and character of the surrounding neighborhood. For the purpose of this section, the usual operating hours shall be considered to be between six a.m. and ten p.m. Any modification of these hours which results in earlier or later hours of operation shall require the approval of the planning commission. (Ord. 963 §29, 1995; Ord. 822 §1, 1989)

17.11.070 Metal buildings.

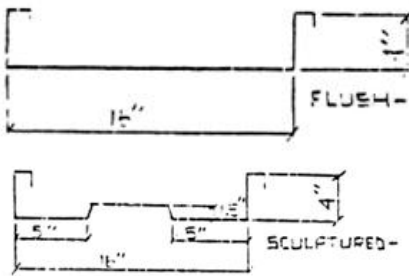
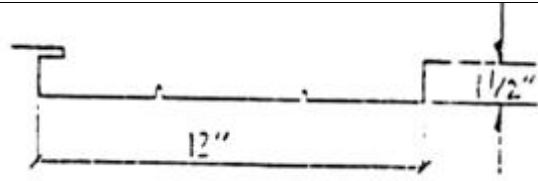
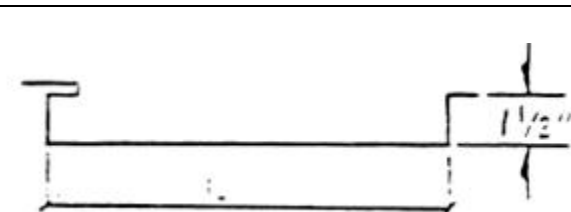
- A. Purpose and intent: The city prohibits the construction of buildings with exterior walls or roofs of metal. Many buildings in the city have been constructed of S-type galvanized, uncoated metal prior to the prohibition of metal buildings. These buildings are now nonconforming. The cost to remove or recover the metal walls or roofs could be considerable and could force some businesses out of the city. Since the adoption of the prohibition on metal buildings, new, more aesthetic and structurally sound metal panels have been developed. The intent of these regulations is to provide guidance and standards for the rehabilitation or reconstruction of existing metal buildings in order that the existing buildings shall be upgraded with as little adverse economic impact upon the community as is reasonably possible. (Ord. 822 §1, 1989)
- B. Metal buildings – defined: For the purpose of these regulations, a “metal building” means any building or structure in which any exterior wall or roof is constructed of metal, or a combination of metal and any other construction material including, but not limited to, wood, masonry block, concrete or stucco. Any existing shed type building open on three or more sides and which is constructed predominately of metal and/or has a metal roof shall, for the purpose of these regulations, be classified as a metal building. (Ord. 822 §1, 1989)
- C. Metal buildings – prohibited: No new metal building shall be constructed within the city; except for any new metal building that can meet the development standards under Section 17.11.070(G). This section does not prohibit use of metal for nonbearing architectural or decorative features. (Ord. 1219 §1, 2018; Ord. 822 §1, 1989)
- D. Metal buildings – existing: Existing metal buildings visible from any public street or private street generally open to the public may remain at their current location subject to the following conditions:
 1. Notwithstanding the provisions of Chapters 17.05 through 17.09, any metal building situated so that no other building is located between it and all streets from which the metal building is

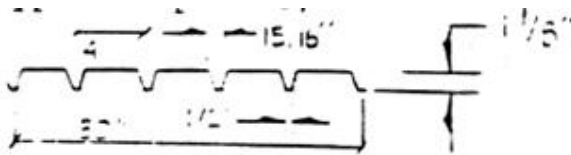
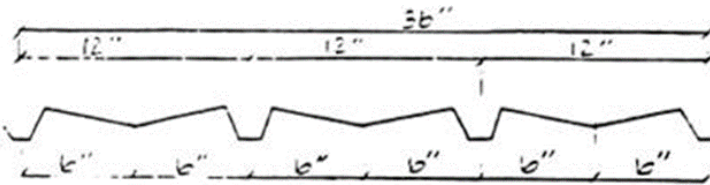
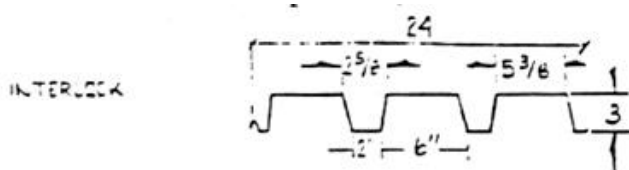
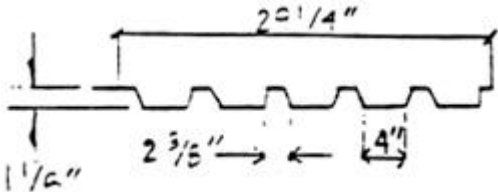
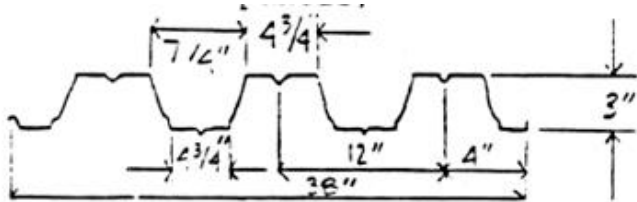
visible shall be entirely rehabilitated or reconstructed using nonmetallic materials, including wood, stucco, brick, masonry block or similar building materials, or may be reconstructed using approved metals meeting the standards contained in the figures in Section 17.11.120(E) of these regulations, or may be reconstructed using a combination of approved metals and any other acceptable building materials.

2. Notwithstanding the provisions of Chapters 17.03, 17.05, 17.06, 17.07, 17.08, 17.09, 17.10, 7.11 and 17.13, any metal building situated so that another building is located between the building and all streets from which the metal building is visible shall be required to replace only those portions of the building visible from the street, including edges of metal roofs, with nonmetallic building materials or with approved metals meeting the standards contained in the figures in Table 17.11.070-A. In addition, all other portions of the walls of such metal building which are not visible shall be coated as provided in the figures in Table 17.11.070-A in a color to match the rehabilitated portion of the building.
3. All rehabilitation or reconstruction required by this section on buildings not located within the boundaries of the Rosemead Business Improvement Project Area or not located within the boundaries of South El Monte Improvement District Project Area No. 2 shall be completed not later than March 17, 1989. All rehabilitation or reconstruction required by this section on buildings located within the Rosemead Business Improvement Project Area or within South El Monte Improvement Project Area No. 2 shall be completed not later than April 24, 1992. Notwithstanding the above, all rehabilitation or reconstruction of roofs required by this section must be completed not later than provided in Section 17.11.070(E), regardless of whether the building is located within the boundaries of Rosemead Business Improvement Project Area or South El Monte Improvement Project Area No. 2.
4. Notwithstanding any other provision of this section, the city council may, after a public hearing held as prescribed in Section 17.03.130, grant an extension of the period of time permitted by this section for the rehabilitation or reconstruction in compliance with this section of buildings located in the Rosemead Business Improvement Project Area and Business Improvement District Project Area No. 2. One or more extensions may be granted for any use or building, but the total of such extensions shall not exceed two years.
5. The city council may grant an extension of the time periods prescribed by this section only where the following findings are made:
 - a. The property owner has provided proof satisfactory to the city manager and city attorney that a regulatory agency with jurisdiction over the property will not permit the rehabilitation or reconstruction required by this section without the expenditure of funds which would exceed the value of the property once rehabilitated or reconstructed by a factor of 1.0; or
 - b. The property owner has provided proof satisfactory to the city manager and city attorney that the property owner has received all necessary permits for the rehabilitation or reconstruction required by this section but that, in the discretion of the council, the property owner should be granted additional time to complete the rehabilitation or reconstruction; and

- c. The property owner has provided proof satisfactory to the city manager and city attorney that the property owner has received all necessary permits for the rehabilitation or reconstruction required by this section but that, in the discretion of the council, the property owner should be granted additional time to complete the rehabilitation or reconstruction; and
 - d. That a schedule of repair and improvement has been established which will bring the property into a reasonable conformity within such period of time as the city council shall establish, not to exceed one year; and
 - e. That a time extension will not be materially detrimental to the public health or safety, or to the use, enjoyment or valuation of property of other persons in the vicinity.
6. The city council, in granting an extension as provided herein, may impose conditions it deems necessary to ensure that the grant will be in accord with the findings required. Failure to comply with the schedule of repair and improvement shall constitute grounds for revocation of any extension granted pursuant hereto, but only after a public hearing held as herein prescribed.

I. Table 17.11.070-A General Standards for Metal Panels and Coatings

Standard	Requirement
Metal Walls – Materials	All metal wall panels shall be 6-90 hot-dipped galvanized steel, and shall be not less than 24-gauge in thickness. All panels and exposed fasteners shall be coated at the factory with products meeting the following specifications: • Colors shall not change more than 5E (hunter) units (per ASTM D-224) for a period of 20 years. • Colors shall not chalk more than a 7 rating (per ASTM D-659) for a period of 20 years. • Coatings shall not peel, crack, check or chip for a period of 20 years.
Panels Permitted as Replacement Material	Embossed architectural panels with concealed fasteners  Flat 12-inch panels with grooves and concealed fasteners  Flat 12-inch panels with concealed fasteners 

	Type "A" panels 
	Vee rib architectural panels with semi-concealed fasteners 
	Shadow line panels 
	Box rib panels 
	Bold line panels 
Permitted metals	Only those metals meeting the standards contained in the figures above may be used to rehabilitate or reconstruct existing metal buildings except as provided in Section 17.11.070(G).
Prohibited metals	The use of S-type corrugated metal panels for rehabilitation or reconstruction of existing metal buildings is expressly prohibited as is any other metal panel not included in the figures above. No wall may be constructed or reconstructed using any metal other than those listed and illustrated above. The S-type galvanized corrugated metal panels illustrated below are specifically prohibited.

7. Any metal building which is granted an exception under the provisions of Section 17.11.070(G), must comply with the following:
 - a. Planning and community development department would survey building to determine if and to what extent repairs to existing panels are necessary;

- b. Owner must do work in accordance with written specifications of the city and must use a licensed contractor and approved paint;
 - c. Must obtain a building permit;
 - d. Must execute a maintenance agreement with the city to ensure extended maintenance of the building;
 - e. All rehabilitation or reconstruction required by this section on buildings not located within the boundaries of the Rosemead Business Improvement Project Area or not located within the boundaries of South El Monte Improvement District Project Area No. 2 shall be completed not later than March 17, 1989. All rehabilitation or reconstruction required by this section on buildings located within the Rosemead Business Improvement Project Area shall be completed not later than April 24, 1992. All rehabilitation or reconstruction required by this section on buildings located within South El Monte Improvement Project Area No. 2 shall be completed not later than April 24, 1992. Notwithstanding the above, all rehabilitation or reconstruction of roofs required by this section must be completed not later than provided in Section 17.11.070(E), regardless of whether the building is located within the boundaries of the Rosemead Business Improvement Project Area or South El Monte Improvement Project Area No. 2 (Ord. 916 §1, 1992; Ord. 906 §§1, 2, 1991; Ord. 883 §§1, 2, 1990; Ord. 873 §1, 1989; Ord. 822 §1, 1989).
- E. Metal roofs – prohibited: Any metal building visible from a public street or private street generally open to the public must comply with the requirements of subsections A and B of this section within ten years of installation of a metal roof that does not comply with the requirements of Section 17.03.090 or by September 1, 1993, whichever is later. Furthermore, a permit for such improvement must be obtained no later than two years prior to the date upon which the improvements must be completed.
- 1. For a metal building so situated that no other building is located between the metal building and any street from which the metal building is visible, the roof of the metal building shall be covered by a nonmetal material, covered with metal meeting the requirements of this section, removed and replaced with metal meeting the requirements of this section, or removed and replaced with a nonmetal material.
 - 2. For a metal building so situated that another building is located between the metal building and any street from which the metal building is visible, all portions of the roof visible from any street, shall be either covered with a metal meeting the requirements of this section, removed and replaced with a metal meeting the requirements of this section, or removed and replaced with a nonmetal material. In addition, all other portions of the roof of such metal building shall be covered with a paint material approved by the city manager in a color to match the visible portions of the metal roof improved pursuant to this subsection. (Ord. 822 §1, 1989)
- F. Metal buildings – exempt: Any metal building not visible from a public street or a private street generally open to the public may remain as a nonconforming building, but shall be removed in ten years from the effective date of these regulations codified in this section unless either of the following occurs:

1. Reconstruction or rehabilitation in conformance with the provisions of these regulations as they apply to a building fully visible from a public street or private street generally open to the public; or
2. Increase in building area, whether by addition, whereupon, the entire site must be brought into conformity with the zone district regulations for the zone in which the building is located. (Ord. 822 §1, 1989)

G. Exception:

1. In any case where an existing metal building has been constructed of metal panels meeting one of the approved panel configurations shown in the figures in Table 17.11.070-A and such panels are in a good state of repair as determined by the building division, even though unpainted, such buildings may be treated with an approved coating as provided in the figures in Table 17.11.070-A in lieu of replacing the existing metal panels other than as required to eliminate damage.
2. Any new metal building shall be permitted if the building meets the following development standards:
 - a. The proposed metal building is located one hundred feet or more from the front property line;
 - b. The proposed metal building is not constructed on a corner lot; and
 - c. The exterior of the proposed metal building is a smooth exterior metal finish.
3. In addition to the requirements of subsections A and B, all other requirements of this Code shall be met, including the submission of a site plan, elevations and list of materials and colors for review and approval of the community development director. The above mentioned conditions must be satisfied; no variance shall be granted that would authorize a deviation from these conditions. (Ord. 1219 §2, 2018; Ord. 822 §1, 1989)

H. Landscaping: In order to facilitate the upgrading of existing metal buildings, landscaping provided shall not be required to comply with the landscaping requirements of the zone district in which the building is located. Every effort shall be made to meet requirements, however, failure to do so shall not preclude the issuance of the building permit. (Ord. 822 §1, 1989)

I. Parking: Because many sites were developed in accordance with codes no longer in effect parking may not comply with current standards. Every effort shall be made to provide parking in accordance with the zone district regulations for the zone in which the site is located, however, failure to meet the current requirements shall not preclude the issuance of a building permit. (Ord. 822 §1, 1989)

J. Information required: Each applicant for a building permit to rehabilitate or reconstruct an existing building or buildings shall submit a site plan showing the parameters of the site, the location type and construction of each building on the site, parking, loading doors or docks, landscaping and storage areas. The applicant shall also submit elevations of the building(s) to be rehabilitated or reconstructed including details on materials to be used and colors. (Ord. 822 §1, 1989)

17.11.080 Mobile home parks.

- A. Purpose: These standards are designed to ensure that mobile home parks located within the city are compatible with surrounding uses and will enhance the appearance of the neighborhood in which they are located and the city as a whole. (Ord. 822 §1, 1989)
- B. Conditional use permit – required: A conditional use permit shall be required for the establishment or enlargement of any mobile home park. (Ord. 822 §1, 1989)

J. Table 17.11.080-A Development Standards

Standard	Requirements
Minimum site area	5 acres
Setbacks	10 ft on all street frontages
Minimum Frontage – Mobile Home Spaces	Minimum frontage of 30 ft facing a drive or other designated roadway.
Area Requirements - Mobile Home Spaces	At least 80% of the sites or spaces within any mobile home park shall contain not less than 2000 sqft exclusive of areas required for off-street parking. The remaining 20% of such site will contain a minimum of 1500 sqft exclusive of areas required for off-street parking.
Off-Street Parking – Mobile Home Spaces	See Chapter 17.16
Recreation area	There shall be a minimum of 200 sqft of area per mobile home space set aside for recreational purposes for residents of the park and shall be landscaped and designed as a recreational facility. Any recreation building proposed for the development shall be located in the designated recreation area.
Design standards	- Structures located on the site shall not exceed the maximum allowable height within the district unless approved by the planning commission. - All buildings constructed on the site shall have a common architectural theme. - A sign design plan, incorporating all proposed signs on the site, shall be required at the time the conditional use permit is considered.
Lighting	All lighting shall be designed to protect the public streets and neighboring properties from direct glare or hazardous interference of any kind
Landscaping Setbacks	- All required setbacks shall be landscaped as well as 10% of the total site.
Landscaping Materials ¹	– Landscaped areas shall consist of trees, planted groundcover, shrubs, or a combination thereof. All landscaped areas shall contain an accepted irrigation system (sprinklers, bubblers, or diffuser heads) with an automatic timer-clock mechanism. All landscaped areas shall be contained within 6 in concrete or 8 in masonry planter curbing. All landscaped areas shall be maintained by the owner or operator in a reasonably litter-free, weed-free condition and all plant materials shall be kept in a healthy, growing condition.

Refuse enclosures	Sufficient refuse enclosures shall be provided. Such enclosures shall be constructed of masonry or wood, and shall be compatible with the general design theme of the park.
Refuse enclosures – Dimensions	Minimum interior dimensions of 5 by 7 ft
Fencing and Screening	A solid masonry wall, 6 ft in height shall be provided on all property lines, except that such wall shall be constructed to the rear of any required setback on street frontages.

1. A landscape plan shall be submitted to the department of planning and community development for approval.

17.11.090 Off-sale of beer and wine.

- A. Purpose and applicability: The purpose of this section is to protect the public health, safety and welfare by providing reasonable, uniform operational and performance standards for establishments selling beer and wine for off-site consumption (“off-sale beer and wine”).
 1. The provisions of this section shall not apply to establishments lawfully existing on the effective date of these regulations provided the establishment retains the same type of ABC license within a license classification; continues to legally operate without substantial change in mode or character of operation; and does not expand the square footage of area used for sales or services.
 2. Nothing in this section shall prohibit or limit the transfer of a valid, existing off-sale permit to a new owner at the same location. (Ord. 1084 §2, 2006)
- B. Conditional use permit – required: A conditional use permit shall be required for off-sale beer and wine in addition to any other entitlement required for any use on the subject property. The application shall be filed by the applicant and considered by the planning commission for approval, conditional approval or denial pursuant to the procedures specified in Section 17.03.060. Any decision of the city to approve, conditionally approve, or deny the application shall be based upon written findings supported by substantial evidence in view of the whole record. (Ord. 1084 §2, 2006)
- C. Concurrent retailing of motor vehicles fuel – conditional use permit – required: The provisions of Section 17.03.060 shall apply to any application for the concurrent retail sales of motor vehicles fuel with off-sale wine and beer. Any decision of the city to approve, conditionally approve, or deny the application shall be based upon written findings supported by substantial evidence in view of the whole record. (Ord. 1084 §2, 2006)
- D. Operational and performance standards: Off-sale beer and wine establishments shall be operated in a manner that does not interfere with the normal use and enjoyment of adjoining properties. In addition to any conditions imposed by the city, such uses shall be subject to the following operational and performance standards:
 1. Noise levels measured at the property line shall not exceed the levels prescribed by the city’s noise regulations as set forth in Chapter 8.20 of this Code.
 2. The property shall be maintained in a safe and clean condition and the owner shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way.

3. Hours of operation, including deliveries to the site, shall be compatible with the needs and character of the surrounding neighborhood. For the purpose of this section, the usual hours of operation shall be as permitted by the state regulations for the off-sale of alcoholic beverages unless the city imposes shorter hours of operation as a condition to the permit to protect the public health, safety and welfare.
 4. The owner and operator shall each take all necessary steps to ensure the orderly conduct of employees, patrons and visitors when they are present on the property.
 5. There shall be no loitering on the property. Signs shall be posted on the exterior wall of the premises and in the parking lot stating that loitering and consumption of alcohol are each prohibited.
 6. Video or other coin-operated games may only be permitted subject to the provisions of Section 7.90.430 of the county business license ordinance.
 7. There shall be no outside vending machines other than newspaper racks or public telephones.
 8. There shall be no adult merchandise, as that term is defined in Section 5.25.020 of this Code, visible anywhere on the property and no such merchandise shall be sold to minors.
 9. The permittee shall maintain all required permits and licenses in good standing.
 10. There shall be no sale or service of any alcoholic beverages in the event there is any lapse or breach in the good standing of any one of the permits or licenses issued for such use, or noncompliance with any conditions imposed thereon. (Ord. 1084 §2, 2006)
- E. Conditional use permit – off-sale beer and wine – expiration: The regulations set forth in Section 17.03.060 regarding expiration apply to any conditional use permit for off-sale of beer and wine.
1. Notwithstanding Section 17.03.060, a permittee may request an extension of any time limit provided in Section 17.03.060 by filing a written request with the city's community development department before the conditional use permit expires.
 2. A request for an extension of time shall state the reasons why an extension is needed. The planning commission will consider the request at a duly noticed public hearing. Based upon the evidence presented at the public hearing, the planning commission may deny, approve, or conditionally approve the extension for up to one hundred eighty days. (Ord. 1084 §2, 2006)
- F. Modification or revocation: A conditional use permit granted pursuant to this section shall be subject to modification and/or revocation. If, in the opinion of the director of community development, the establishment is operated in a manner as to interfere with the normal use and enjoyment of the surrounding properties, the body taking final action on the permit may modify and/or revoke the conditional use permit pursuant to the provisions in the manner provided by Section 17.03.060 of this title. (Ord. 1084 §2, 2006)
- G. Design standards: The design and appearance of any off-sale establishments, if newly constructed or remodeled on the exterior, shall conform to the city architectural design guidelines and all other applicable development standards. When completed, the establishment shall be compatible with

surrounding land uses and zone districts and shall enhance the appearance of the neighborhood in which it is located and the city in general. (Ord. 1084 §2, 2006)

17.11.100 On-sale of beer and wine.

- A. Purpose and applicability: The purpose of this section is to protect the public health, safety and welfare by providing reasonable, uniform operational and performance standards for establishments selling or serving beer and wine for on-site consumption (“on-sale beer and wine”).
 - 1. The provisions of this section shall not apply to establishments lawfully existing on the effective date of these regulations provided the establishment retains the same type of California Alcohol Beverages Control (“ABC”) license within a license classification; continues to legally operate without substantial change in mode or character of operation; and does not expand the square footage of area used for sales or services.
 - 2. Nothing in this section shall prohibit or limit the transfer of a valid, existing on-sale permit to a new owner at the same location. (Ord. 1084 §1, 2006; Ord. 1009 §11, 1999)
- B. Conditional use permit – required: A conditional use permit shall be required for on-sale beer and wine in addition to any other entitlement required for any use on the subject property. An applicant shall file an application for consideration by the planning commission for approval, conditional approval or denial pursuant to the procedures specified in Section 17.03.060. Any decision of the city to approve, conditionally approve, or deny the application shall be based upon written findings supported by substantial evidence in view of the whole record. (Ord. 1084 §1, 2006; Ord. 1009 §11, 1999)
- C. Conditional use permit – distance requirements: No conditional use permit for on-sale beer and wine shall be issued for adult businesses, full service bars, taverns, beverage lounges, nightclubs or any use where the sale or service of alcoholic beverages is the primary use, where the property upon which such use is proposed is located within five hundred feet of any establishment with an ABC license for on-sale of alcoholic beverages of any type, religious institution, school, park, or area zoned for residential uses. The distance specified in this section shall be measured in a straight line, without regard for intervening structures and the boundaries of the city, from the nearest property line of the property upon which the use is proposed to the nearest property line of the existing on-sale use, religious institution, school, park or property zoned for residential uses. (Ord. 1084 §1, 2006; Res. 04-56, 2004; Ord. 1009 §11, 1999)
- D. Operational and performance standards: On-sale wine and beer establishments shall be operated in a manner that does not interfere with the normal use and enjoyment of adjoining properties. In addition to any conditions imposed by the city, all such uses shall be subject to the following operational and performance standards.
 - 1. Noise levels measured at the property line shall not exceed the levels prescribed by the city’s noise regulations as set forth in Chapter 8.20 of this Code.
 - 2. The property shall be maintained in a safe and clean condition and the owner shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way.

3. Hours of operation, including deliveries to the site, shall be compatible with the needs and character of the surrounding neighborhood. For the purpose of this section, the usual hours of operation shall be as permitted by the establishment's ABC license unless the city imposes shorter hours of operation as a condition to the conditional use permit to protect the public health, safety and welfare.
 4. The owner and operator shall each take all necessary steps to assure the orderly conduct of employees, patrons and visitors when they are present on the property.
 5. There shall be no loitering on the property. Signs shall be posted on the exterior wall of the premises and in the parking lot stating that loitering and consumption of alcohol are each prohibited.
 6. Video or other coin-operated games may only be permitted subject to the provisions of Section 7.90.430 of the county business license ordinance.
 7. There shall be no outside vending machines other than newspaper racks or public telephones.
 8. There shall be no adult merchandise, as that term is defined in Section 5.25.020 of this Code, visible anywhere on the property and no such merchandise shall be sold to minors.
 9. The permittee shall maintain all required permits and licenses in good standing.
 10. There shall be no sale or service of any alcoholic beverages in the event there is any lapse or breach in the good standing of any one of the permits or licenses issued for such use, or noncompliance with any conditions imposed thereon. (Ord. 1084 §1, 2006; Ord. 1009 §11, 1999)
- E. Conditional use permit – one sale beer and wine – expiration: The regulations set forth in Section 17.03.060 regarding expiration apply to any conditional use permit for on-sale of beer and wine.
1. Notwithstanding Section 17.03.060, a permittee may request an extension of any time limit provided in Section 17.03.060 by filing a written request with the city's community development department before the conditional use permit expires.
 2. A request for an extension of time shall state the reasons why an extension is needed. The planning commission will consider the request at a duly noticed public hearing. Based upon the evidence presented at the public hearing, the planning commission may deny, approve, or conditionally approve the extension for up to one hundred eighty days. (Ord. 1084 §1, 2006; Ord. 1009 §11, 1999)
- F. Modification or revocation: A conditional use permit for the on-sale of beer and wine shall be subject to modification and/or revocation. If, in the opinion of the director of community development, the establishment is operated in a manner as to interfere with the normal use and enjoyment of the surrounding properties, the body taking final action on the application shall conduct a public hearing pursuant to Section 17.03.060. (Ord. 1084 §1, 2006; Ord. 1009 §11, 1999)
- G. Design standards: The design and appearance of any on-sale establishments, if newly constructed or remodeled on the exterior, shall conform to the city architectural design guidelines and all other applicable development standards. When completed, the establishment shall be compatible with

surrounding land uses and zone districts and shall enhance the appearance of the neighborhood in which it is located and the city in general. (Ord. 1084 §1, 2006; Ord. 1009 §11, 1999)

17.11.110 Public utility facilities.

- A. Purpose: the purpose of this section is to provide standards of development designed to lessen the negative impacts caused by public utility facilities and to ensure their compatibility with neighboring uses. (Ord. 822 §1, 1989)
- B. Location criteria:
 - 1. Such uses shall be located on arterial or larger streets unless another location shall be approved by the planning commission.
 - 2. Such uses shall not be located on any side of, or across from any residential use, park, school or church unless such use is a water well, pump station, enclosed water storage facility or cellular telephone antenna.
 - 3. The site shall be of sufficient size to accommodate all structures and required parking for the site. (Ord. 963 §§26, 27, 1995; Ord. 822 §1, 1989)
- C. Design standards: the design and appearance of public utility facilities shall be compatible with surrounding uses and shall not detract from the neighborhood in which the use is located. The design of such facilities shall include, but not be limited to:

K. Table 17.11.110-A Design, Development, and Site Standards and Requirements for Public Facilities

Standard	Requirements
Height of Structures	Structures located on the site shall not exceed the maximum allowable height within the zone district unless approved by the planning commission.
Materials of Structures	Offices, maintenance buildings and, where possible, the facility itself shall incorporate building materials which are compatible with materials used in surrounding development.
Loading Docks/Doors	Any loading dock or door facing a public or private street shall be located in such a way that all truck maneuvering shall take place on site whenever possible.
Lighting	Control of lighting and light fixtures.
Minimum Site Area	None
Minimum Setbacks – Front	20 ft
Minimum Setbacks – Side/Rear	10 ft
Landscaping	Landscaped areas shall consist of trees, planted groundcover, shrubs, or a combination thereof. All landscaped areas shall contain an accepted irrigation system (sprinklers, bubblers or diffuser heads) with an automatic timer-clock mechanism. All landscaped areas shall be contained within six-inch concrete or eight-inch masonry planter curbing. All landscaped areas shall be maintained by the owner or operator in a reasonably litter-free, weed-free condition and all plant materials shall be kept in a healthy, growing condition.

Refuse Enclosures – Screening	Refuse disposal areas shall be adequately screened from view utilizing a decorative wood or masonry enclosure or a combination thereof, which is compatible with the design of the principal structure on the site.
Refuse Enclosures – Dimensions	5 ft x 7 ft
Fencing and Screening	Except for areas used for driveways, a solid masonry wall or chain link fence containing sight-obscuring slats shall be maintained along all lot lines. The maximum height of the fence cannot exceed eight feet. The fence constructed along any street side of the site shall be located to the rear of any required setback.
Required Parking	See Chapter 17.16

D. Performance standards: public utility facilities shall be operated in a manner which does not interfere with the normal use of the adjoining properties. Accordingly, the following performance standards shall be applicable to all such establishments:

1. Noise levels measured at property lines shall not exceed the levels prescribed in the noise regulations of the city.
2. The premises shall be kept clean and the operator shall ensure that no trash or litter originating from the site is deposited on neighboring properties or on the public right-of-way.
3. No undesirable odors shall be generated from the site. (Ord. 963 §28, 1995; Ord. 822 §1, 1989)

17.11.120 Radio and television antennas and wireless telecommunications antenna facilities.

A. Purpose and Intent: The city council finds, determines and declares as follows:

1. The purpose of the regulatory provisions set forth in this section is to establish development standards for the installation and maintenance of antennas and wireless telecommunications antenna facilities within specified areas of the city. These standards are intended to ensure that the design and location of those antennas and facilities are consistent with previously adopted policies of the city, to promote the public health, safety, comfort, convenience, and general welfare of the city's residents, and to enhance the aesthetic quality and appearance of the city by maintaining architectural and structural integrity and by protecting views and vistas from obtrusive and unsightly accessory uses and facilities.
2. In adopting and implementing the regulatory provisions of this section, it is the intent of the city council to further the objectives specified above in subsection A without unnecessarily burdening the federal interests in ensuring access to satellite services, in promoting fair and effective competition among competing communications service providers, and in eliminating local restrictions and regulations that, with regard to antennas, preclude reception of an acceptable signal quality or unreasonably delay, prevent, or increase the cost of installation, maintenance, or use of those antennas.
3. With regard to the regulatory requirements set forth below in Section 17.11.120(B) that relate to site plan review and to a building permit, the city council expressly finds and determines that they are necessary, desirable, and in the best interests of the community in order to protect public safety. The city council further finds and determines that these regulatory requirements

are applicable to the proposed installation of satellite earth station antennas that are not permitted accessory uses and that, because of legitimate safety-related concerns, do not meet the criteria for exemption from local regulation established by the Federal Communications Commission ("FCC") under the Telecommunications Act of 1996.

4. The regulatory provisions set forth in this section are not applicable to any of the following:
 - a. City-owned antennas or antenna facilities, including those used for emergency communications and public safety purposes, that are located or proposed to be located on either publicly-owned or privately-owned property.
 - b. Privately-owned over-the-air reception devices that are located or proposed to be located on city-owned property or within the public rights-of-way; provided that owners of such devices must obtain encroachment permits and comply with all applicable requirements that relate to the use of the public rights-of-way. (Ord. 1044 §3, 2003)

B. Regulation of over-the-air reception devices:

1. **Mandatory Compliance with Code Requirements.** In addition to compliance with all safety-related development standards set forth in this section, the installation of over-the-air reception devices must be in compliance with all applicable building codes, fire codes and electrical codes. In particular, electrical service must be properly grounded, and rated fire walls may not be penetrated.
2. **Permitted Accessory Uses.** Over-the-air reception devices described below in this subsection may be installed as permitted accessory uses in zoning districts where residential and nonresidential uses are authorized without site plan review and without obtaining a building permit, provided that they comply with all applicable development standards set forth in subsection C of this section.

L. Table 17.11.120-A Permitted Accessory Uses – Over-the-Air Reception Devices

Use Type	Approval and Permit Requirements
An antenna located in any zoning district that is designed for the following purposes and that meets the specified dimensions and height limitations: A. An antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, provided that such antenna is one meter (39.37") or less in diameter or diagonal measurement and is either building-mounted or ground-mounted and elevated by a mast B. An antenna that is designed to receive video programming services by means of multipoint distribution services, including multichannel multipoint distribution services, and such antenna is one meter (39.37") or less in diameter or diagonal measurement and is either building-mounted or ground-mounted and elevated by a mast	P

C. Antennas referenced above in subsections (A) and (B) of this section, whether building-mounted or ground-mounted, may not exceed the height limitation that is applicable to the zoning district involved.	
An antenna that is designed to receive video programming services that is located in any zoning district where commercial or industrial uses are generally permitted, which antenna is two meters (78.74”) or less in diameter or diagonal measurement and is either building-mounted or ground-mounted and elevated by a mast. In no event may such antenna exceed the height limitation that is applicable to the zoning district involved.	P
An antenna located in any zoning district, which antenna is designed solely to receive television broadcast signals, and such antenna, whether building-mounted or ground-mounted, is limited to that height which is reasonably necessary to ensure the reception of television broadcast signals of an acceptable quality.	P

C. Development Standards.

1. The following development standards apply in all zoning districts to the siting, construction and operation of over-the-air reception devices consisting of satellite earth station antennas that are referenced above in Table 17.11.120-A subsections (A) and (B) of this section, and to all over-the-air reception devices consisting of satellite earth station antennas that are subject to site plan review and to the issuance of a building permit.

M. Table 17.11.120-B Design and Development Standards for Over-the-Air Reception Devices

Device/Facility	Requirements
Satellite Earth Stations	• No satellite earth station antenna may be installed in any zoning district if it will impede normal vehicular or pedestrian circulation, ingress to, or egress from any building, structure, or parking facility. • Satellite earth station antennas, whether ground-mounted or building-mounted, including any guywires, masts and accessory equipment, must be located and designed to mitigate adverse visual impacts from adjacent properties and from public streets, which mitigation may involve screening by means of landscaping, fencing or the addition of new architectural elements that are compatible with the design of adjacent buildings. This screening requirement may be modified if the antenna’s reception is impaired. • No ground-mounted satellite earth station antenna may be located in the area between the front property line and the main building or structure, or between the main building or structure and the side property line on the street side of a corner lot. • Satellite earth station antennas must be finished in a non-metallic finish or painted in a color that is compatible with the surrounding environment • All satellite earth station antennas must be installed with adequate ground wire to protect against a direct strike of lightning. The ground wire must be of a type approved by the electrical code for grounding masts and lightning arrestors

	• All satellite earth station antennas must be separated from adjacent power lines by such vertical and horizontal distance that is required by the electrical code and by other statutes and regulations • No satellite earth station antenna, nor any of its component parts or accessory facilities, may encroach into the public right-of-way unless that encroachment is authorized as provided for in this Code; • All satellite earth station antennas must be maintained in good repair, in a neat and clean condition, and in compliance with all applicable building, fire and electrical codes.
Guywires	Guywires may not be anchored within the front yard of any lot or within the side yard on the street side of a corner lot
Masts	• Any mast that will be used to elevate a satellite earth station antenna must be constructed of noncombustible and corrosive-resistant materials • Any mast that will be used to elevate a satellite earth station antenna must be secured by a separate safety wire in a direction away from adjacent power lines or other potential hazards
Cables, Wires or Similar Electrical Transmission Devices	To the extent feasible, all cables, wires, or similar electrical transmission devices that connect with a satellite earth station antenna must be placed underground
Footings	If footings are required for the installation of a ground-mounted satellite earth station antenna, engineering calculations for those footings must be signed by a licensed structural or civil engineer
Connectors	All connectors on a satellite earth station antenna, and on any mast to be used for elevation, must be capable of sustaining a wind-load of the magnitude specified in the Building Code
Additional Standards – Satellite Earth Stations in Nonresidential Zones	• All ground-mounted satellite earth station antennas must be located at least five feet from any property line • If roof-mounted, a satellite earth station antenna must either be affixed to a flat portion of the roof structure having parapets, or it must be integrated with the architectural design of the building in accordance with a plan that is approved by the director of community development.

D. Site Plan Review Required.

1. If a proposed satellite earth station antenna will exceed the permissible height limitations referenced above in Table 17.11.120-A subsections (A) and (B) of this section, or if the diameter or diagonal measurement of the proposed satellite earth station antenna exceeds the limitations specified in Table 17.11.120-A subsections (A) and (B) of this section, then an application for site plan review must be submitted to the director of community development and approved by the architectural board of review. If the application is approved, a building permit must be obtained;
2. The city council expressly finds and determines that these regulatory requirements relating to site plan review are necessary, desirable, and in the best interests of the community in order to protect the public health, welfare and safety, to promote aesthetic objectives, and to maintain property values. The city council further finds and determines that these regulatory requirements are applicable only to the proposed installation of satellite earth station antennas that are not permitted accessory uses and that do not meet the criteria for exemption from local

regulation established by the Federal Communications Commission (“FCC”) under the Telecommunications Act of 1996;

3. In addition to any other requirements set forth in this title, the application for site plan review must include the following:
 - a. Construction drawings that show the proposed method of installation and the manufacturer’s specifications, including equipment specifications that are mandated by the FCC,
 - b. A plot plan showing the proposed location on the site of the satellite earth station antenna on the site, its distance from other structures on the site, and its distance from the closest structures on adjacent properties,
 - c. Engineering data evidencing that the satellite earth station antenna will be in compliance with all structural requirements of the Building Code. (Ord. 1044 §3, 2003)

E. Guidelines for optimum placement and installation:

1. The city manager may cause to be prepared and disseminated information concerning the placement and installation of satellite earth station antennas in accordance with voluntary guidelines that will help to achieve the city’s safety-related objectives and to promote reasonable aesthetic objectives in order to maintain property values.
2. The information referenced above in Section 17.11.120 A. of this section may include, without limitation, the following:
 - a. Installers of satellite earth station antennas who are licensed to conduct business within the city;
 - b. Federal regulations promulgated by the FCC that preempt governmental and nongovernmental restrictions on antenna users who occupy residential units, including residential units subject to homeowner association CC&Rs and residential units within multiple-dwelling complexes, whether owner-occupied or tenant-occupied;
 - c. The availability to existing or prospective antenna users of “no fee” safety-related inspections by the city;
 - d. Guidelines relating to the preferred placement of satellite earth station antennas in order to reduce or eliminate their visibility from adjacent public streets, including the use of screening materials, such as walls, fences, earth berms or landscaping, or the addition of new architectural elements that are compatible with the design of adjacent buildings;
 - e. Guidelines relating to preferred neutral finished colors of satellite earth station antennas, which colors are determined to blend with surrounding dominant colors, or to camouflage an antenna, and are neither bright, reflective nor metallic. (Ord. 1044 §3, 2003)

F. Regulation of wireless telecommunications antenna facilities:

1. Facilities within Public Rights-of-Way. Wireless telecommunications antenna facilities that are proposed to be installed in any zoning district where those facilities are authorized, which

facilities have above-ground components that will be placed within any public rights-of-way, must comply with all applicable provisions of the city's highway permit ordinance.

2. City-Owned Land, Buildings, and Rights-of-Way.

- a. Except for Section 17.11.120 F.1. of this section, the regulatory provisions of this section do not apply to the siting of wireless telecommunications antenna facilities on or within city-owned land or buildings. The proposed siting of these facilities on all city-owned property will require a license or lease agreement with the city, which license or lease agreement must be approved by the city council.
- b. Except for Section 17.11.120 F.1. of this section, the regulatory provisions of this section do not apply to the siting of wireless telecommunications antenna facilities, or to the siting of radio equipment used by a telecommunications service provider in operating a wireless, microcellular digital radio communications network, upon existing above-ground poles or similar appurtenances located within the public rights-of-way. Applications for the placement of these antenna facilities or radio equipment upon existing above-ground poles or similar structures located within the public rights-of-way will be submitted to the director of community development on a form provided by the city, along with an application fee in an amount established by resolution of the city council. Any authorized use of existing poles or similar structures located within the public rights-of-way will be subject to a permit to be issued by the city.
- c. Except for Section 17.11.120 F.1. of this section, the regulatory provisions of this section do not apply to the siting of wireless telecommunications antenna facilities, or to the siting of radio equipment used by a telecommunications service provider in operating a wireless, microcellular digital radio communications network, upon new above-ground poles or similar structures that are proposed to be installed within the public rights-of-way. Applications for the placement of these antenna facilities or radio equipment upon new above-ground poles or similar structures that are proposed to be installed within the public rights-of-way will be submitted to the director of community development on a form provided by the city, along with an application fee in an amount established by resolution of the city council. Authorization for the installation of any new above-ground pole or similar structure for the operation of an antenna facility or radio equipment will be subject to a license, lease or franchise agreement with the city, as may be applicable and authorized by law, which license, lease or franchise agreement must be approved by the city council.
- d. Every permit, license, lease, or franchise agreement that is authorized by the city under the provisions of Section 17.11.120 F.2. of this section may contain a requirement that the telecommunications service provider, or the property owner, submit documentation that the electromagnetic fields (EMFs) from the proposed antenna facilities or radio equipment will be within the limits approved by the FCC, and that a report be submitted annually evidencing the fact that the EMFs continue to be within approved FCC limits.

3. Applicability of Regulations. Subject to the exceptions set forth in Section 17.11.120 F.1. of this section, the regulatory provisions of this section are applicable to the siting of wireless telecommunications antenna facilities on land and buildings located within the following zoning

districts: the commercial zone (C), the commercial-manufacturing zone (C-M), the manufacturing zone (M) and the public-facilities zone (P-F). The siting and construction of wireless telecommunications antenna facilities in these nonresidential zoning districts where those facilities are authorized is subject to site plan review and to a building permit.

4. Application for Site Plan Review. The application for site plan review must include the following:
 - a. A site plan, drawn to scale, showing all existing improvements on the site, the proposed location of the wireless telecommunications antenna facility, the height of any existing or proposed new support structure, accessory equipment facility, guy-wires, above- and below-ground wiring and connection cables, existing or proposed easements on the property, the height above ground of any panels, microwave dishes, or whip antennas, and the distance between the antenna facility and any existing or proposed accessory equipment facility;
 - b. A description of the maximum potential of the site for the proposed wireless telecommunications antenna to accommodate the installation of additional antennas;
 - c. A location map showing existing wireless telecommunications antenna sites within the city that are owned or operated by the applicant and any proposed sites in the city that may be required for future area coverage;
 - d. Documentation that the electromagnetic fields (EMFs) from the proposed wireless telecommunications facility, both individually and cumulatively, will be within the limits approved by the FCC. As a condition of approval of any site plan or building permit, the reviewing authority may require the annual submission of a report prepared by a qualified person evidencing the fact that EMFs continue to be within approved FCC limits;
 - e. A statement concerning the minimum distance from the proposed wireless telecommunications antenna facility that is required to ensure that no person will be exposed to any harmful effects attributable to EMFs;
 - f. Evidence of any required licenses and approvals to provide wireless telecommunications services in the city;
 - g. The property owner's written consent to the proposed siting of the wireless telecommunications antenna facility and acknowledgment of its obligations under this section.
5. Factors Considered in Approving Site Plans. The reviewing authority must consider the following factors in determining whether to approve the site plan for a wireless telecommunications antenna facility:
 - a. Height of the proposed facility;
 - b. The nature and proximity of existing uses on adjacent properties;
 - c. Surrounding topography;
 - d. Surrounding tree coverage and foliage;

- e. Design of the proposed facility, with particular reference to design features that have the effect of reducing or eliminating visual obtrusiveness, such as a camouflaged facility, a facility screened by natural or artificial vegetation, or a facility located or co-located on an existing building or an existing support structure;
- f. Proposed ingress and egress;
- g. Availability of suitable existing buildings or support structures, as set forth in subsection F of this section.

N. Table 17.11.120-C Design and Development Standards for Wireless Telecommunications Antenna Facilities

Device/Facility	Requirements
Antenna arrays	Antenna arrays on wireless telecommunications antenna facilities that are proposed to be sited on an existing building or support structure must be integrated with the architectural design and coloring of that existing building or support structure.
Telecommunications Support Structures	• The siting of new support structures is subject to the following additional requirement: no new support structure in the manufacturing or public facilities zoning districts will be authorized unless the reviewing authority makes the additional finding that, based upon evidence submitted by the applicant, no existing nonresidential building or support structure can reasonably accommodate the proposed wireless telecommunications antenna facility. Evidence supporting this finding will be re-viewed by the reviewing authority and may consist of any of the following: • (indent) No existing nonresidential buildings or support structures are located with-in the geographic area proposed to be served by the applicant's facility • (indent) Existing nonresidential buildings or support structures are not of sufficient height or structural strength to meet the applicant's operational or engineering requirements • (indent) The applicant's proposed facility in the zoning district would create electromagnetic interference with another facility on an existing structure, or the existing antenna array on an existing building or support structure would create interference with the applicant's proposed antenna array • (indent) The costs, fees or contractual provisions required by a property owner, or by an incumbent wireless telecommunications service provider, in order to co-locate a new antenna array on an existing nonresidential building or support structure, or to adapt an existing nonresidential building or support structure for the location of the new antenna array, are unreasonable • (indent) There are other limiting factors that render existing nonresidential buildings and support structures unsuitable for use by the applicant. • If a new support structure for a facility will be visible from adjacent residential properties or from major arterial streets, the reviewing authority may require that the support structure be screened or camouflaged to mitigate adverse visual im-pacts.

	• The exterior of a new support structure must have a noncorrosive, nonmetallic finish that is not conducive to reflection or glare. The support structure, the antenna array, and the accessory equipment facility must all be of a neutral color. • Buildings and support structures may not be illuminated unless specifically required by the Federal Aviation Administration or other governmental agencies.
Protective Structures Housing	Protective structures housing accessory equipment must comply with all applicable requirements of the Zoning Code that relate to accessory structures.
Fencing	If a proposed facility will be visible from a residential area or an arterial street, any required fencing must be of wrought iron or similar decorative materials.
Signs	No off-premises or on-premises signs may be placed by a wireless telecommunications service provider on a building or support structure to which a wireless telecommunications antenna facility is attached.

- G. Maintenance and Cessation of Use. The following requirements apply to all authorized wireless telecommunications antenna facilities that are located on existing buildings or support structures and on new support structures:
1. The site must be maintained in a condition free of trash, debris and refuse, and all graffiti and posters must be promptly removed.
 2. If a support structure, or an antenna array affixed to a building or to a support structure, becomes inoperable or ceases to be used for a period of six consecutive months, the permittee or the property owner must give written notice of such inoperability or nonuse to the director of community development. The antenna array and, if applicable, the support structure, must be removed within a ninety-day period. If that removal does not occur, the city may remove the antenna array and, if applicable, the support structure, at the expense of the permittee or the property owner; provided that if other antenna arrays owned or operated by other service providers are affixed to the same support structure, then only the antenna array that has become inoperable or has ceased to be used is required to be removed, and the support structure may remain in place until all service providers cease to use it.
- H. Local Emergency or Disaster Situations—Temporary Installations. The city manager, as the director of the office of emergency services designated in Section 2.60.050, is authorized in the event of a local emergency or disaster to accommodate all providers of wireless telecommunications services whose antenna facilities can be deployed immediately within the city for the purpose of implementing the emergency services plan, coordinating the emergency and disaster functions of the city, and protecting life and property. The temporary deployment of such wireless telecommunications antenna facilities may be authorized at such locations, and for such period of time, as will afford maximum protection for the public health, welfare and safety. (Ord. 1095 §2, 2007; Ord. 1044 §3, 2003)
- I. Variances:
1. In accordance with the provisions of Section 17.03.160, application may be made for a variance from the restrictions and limitations imposed by this section upon the siting of satellite earth station antennas and wireless telecommunications antenna facilities.

2. A variance may be issued if, in addition to the general variance standards, the following requirements are met:
 - a. The applicant submits evidence satisfactory to the reviewing authority that location of the satellite earth station antenna or the wireless telecommunications antenna facility in the manner required by this section would: (a) obstruct the antenna's reception window or otherwise interfere with reception, and such obstruction or interference involves factors beyond the applicant's control; or (b) the cost of meeting the requirements of this section is excessive in relation to the cost of the proposed antenna or antenna facility.
 - b. The applicant submits a certification, signed by a registered structural or civil engineer, that the proposed installation will be in compliance with all applicable requirements of the building code, including load distributions upon any proposed mast or other support structure.
3. A variance may be revoked if the applicant or property owner fails to comply with any conditions that are imposed upon the issuance of that variance. (Ord. 1044 §3, 2003)

J. Regulation of amateur radio station antennas:

1. Building Permit Required. Nothing contained in this section may be deemed to exempt from the requirement of a building permit the installation of an amateur radio station antenna that, because of its limited height, is not required to obtain site plan review approval under the provisions of subsection B of this section.
2. Site Plan Review Required. The proposed installation in any zoning district of an amateur radio station antenna, whether ground-mounted or building-mounted, which antenna will extend more than fifteen feet above the highest point of the roofline of a building or structure on the proposed site, must be preceded by an application for site plan review, and, if the application is approved, a building permit must be obtained.
3. Application for Site Plan Review. The application for site plan review must include the following:
 - a. Construction drawings that show the proposed method of installation and the manufacturer's specifications,
 - b. A plot plan showing the proposed location and dimensions of the amateur radio station antenna,
 - c. Engineering data evidencing that the amateur radio station antenna will be in compliance with all structural requirements of the building code,
 - d. Copies of all licenses issued to the applicant by the FCC to engage in amateur radio service operations and to use the site as an amateur radio station.
4. Factors Considered in Approving a Site Plan.
 - a. In considering the approval of a site plan for a proposed amateur radio station antenna, the reviewing authority must consider the following factors:

- i. Whether the proposed height of the amateur radio station antenna is the minimum height that is technically required to enable the applicant to engage in amateur radio service operations of the nature contemplated,
 - ii. Proximity of the proposed amateur radio station antenna to inhabited buildings and structures,
 - iii. The nature of existing uses on adjacent and nearby properties,
 - iv. Surrounding topography, tree coverage, and foliage, and their effect on the proposed height of the amateur radio station antenna,
 - v. Design of the proposed amateur radio station antenna, with particular reference to design features that provide for retraction of the antenna when not in use and design features that may reduce or eliminate visual obtrusiveness, particularly in residential zoning districts.
 - b. In making any determination during the site plan review process to deny or to condition the application for an amateur radio station antenna, the reviewing authority must adhere to the following guidelines:
 - i. The imposition of conditions or restrictions relating to the placement, screening or height of a proposed amateur radio station antenna, which conditions or restrictions are based upon protection of the public health, welfare, and safety, aesthetic considerations, or the preservation of property values, must be considered on a case-by-case basis, taking into account the unique features of the proposed site, the factors specified in Section 17.11.120 J.4.a. of this section, and the reasonable accommodation required under Section 17.11.120 J.4.a. of this section.
 - ii. The site plan review process must be conducted to: (i) reasonably accommodate the paramount federal interest in promoting amateur radio communications as voluntary, noncommercial communications services, particularly with respect to emergency communications; and (ii) impose the minimum practical restrictions, limitations and conditions in order to achieve the city's legitimate regulatory objectives. (Ord. 1044 §3, 2003)
- K. Nonconforming antennas: Any antenna constructed in violation of this section, or in violation of any prior ordinance or regulation, is subject to immediate abatement. (Ord. 1044 §3, 2003)
- L. Enforcement:
- 1. All satellite earth station antennas, amateur radio station antennas and wireless telecommunications antenna facilities are subject to periodic inspection by the city to determine whether they are in compliance with all applicable provisions of this section.
 - 2. If any condition is discovered that may result in a danger to life or property, the city will give written notice to the permittee or to the property owner, or both, at their last known address, describing the dangerous condition and demanding that the same be corrected within the period of time specified in that notice.

3. Failure to comply with any applicable provision of this section, or with conditions that may be imposed in connection with site plan review approval or issuance of a building permit, will constitute a public nuisance. (Ord. 1044 §3, 2003)

17.11.130 Residential condominiums.

- A. Intent and purpose: Residential condominium projects may require that numbers of householders live in close proximity to one another. Condominium projects also require that such owners be bound together in an association which is responsible for the maintenance, management and possible reconstruction of improvements within the common area of the project. This mix of individual and common ownership is different from conventional and familiar patterns of housing in the city. The unique status of residential condominium projects tends to magnify the effects associated with higher urban densities to the point where they may lead to conditions of mismanagement, neglect and blight that impact upon the public health, safety, welfare and economic prosperity of the larger community. To ensure that such problems are avoided in both the short- and long-term, it is the express intent of the city to treat residential condominiums differently from apartments and other like structures. Pursuant to such intent and in order to provide guidance in the consideration of proposed condominium projects, the purposes of these regulations are:
 1. To ensure that the significance of the fragmented pattern of condominium ownership with respect to long-range planning, unforeseen change and maintenance of the city's housing stock is not superficially discounted in favor of short-term and expedient financial consideration;
 2. To establish reasonable procedures for the dissolution of the condominium and demolition of the structure at the end of their economic, functional or physical life and thus obviate conditions of residential obsolescence and blight and their pernicious effects upon both immediate occupants and the larger community;
 3. To ensure that the potentially deleterious effects resulting from a lack of continuous and centralized management do not impact upon the public health, safety and welfare and, at the same time, ensure that there is democratic and effective management of the project that does not allow, over time, a majority of the unit owners to effectively contravene the initial commitments made to the project at the time of its inception and thus undercut the good faith of any minority of unit owners;
 4. To ensure that the project developer provides adequate private outdoor living space, storage space and parking space to meet the expectations and changing needs of property owners over long periods of time;
 5. To ensure that the project developer is attentive to the performance characteristics of the structure and mitigates such problems as vibration and noise transmission which may not be apparent to the buyer without living in the unit but which, if not adequately attenuated, may nevertheless render the living environment undesirable and the transfer of unit ownership difficult;
 6. To ensure that the project developer uses contemporary and environmentally sensitive concepts of site planning and architectural design in the creation of the project and to ensure that the project, once completed, maintains its integrity over time not only to preserve the long-term

financial commitment of the unit owner, but also to optimize the utilization and aesthetic qualities that make the project a viable home in the future;

7. To ensure that, when appropriate, governmental entities have the right to enter into specified areas of the project to protect the public health, safety and welfare and preserve the public peace. (Ord. 822 §1, 1989)

B. Conditional use permit – required:

1. No residential condominium shall be permitted in any zone unless such zone permits such usage and unless and until a conditional use permit is obtained thereof.
2. Except for strictly interior modifications to individual condominium units, no structural or architectural alterations, except incidental maintenance, shall be made to any existing residential condominium or its common areas within the city, unless and until a conditional use permit is obtained therefor. An applicant seeking a conditional use permit in order to make structural or architectural alterations to an existing condominium shall not arbitrarily or unreasonably be denied a conditional use permit where compliance with the provisions of Chapter 17.05 through 17.09, would impose a cost or other hardship disproportionate to the proposed structural or architectural alteration; provided, that the applicant is making reasonable efforts to conform to those provisions and the purposes delineated in Section 17.11.130 F. through J. and would impose a cost or other hardship disproportionate to the proposed structural or architectural alteration, provided that the applicant is making reasonable efforts to conform to those provisions and the purposes delineated in Section 17.11.130 A.1. (Ord. 822 §1, 1989)

C. Conditional use permit – application: The application for a conditional use permit for a proposed residential project shall include the following information, in the number of copies and degree of detail which the planning department determines to be sufficient for its staff and the planning department to evaluate the project:

1. A complete legal description and address of the property and boundary map showing the existing topography of the site and the location of all existing easements, structures and other improvements, and trees over six inches in diameter.
2. Dimensioned schematic development plans consisting of at least a site plan, garage plan, typical floor plan, building elevations showing natural grades, transverse and longitudinal sections showing natural grades and a conceptual landscaping plan for the project as a whole. In instances where the project involves the conversion of an existing structure to condominium usage, complete as built drawings shall be provided.
3. A tabular analysis showing how the project compares to the minimum standards for four projects in the zone in which it would be located.
4. Typical detailed sections of the types of wall and floor/ceiling construction that would be used in both common and interior partition walls within the condominium project, including either published data from a recognized testing laboratory or a statement from a licensed acoustical engineer or the city building official as to the STC (Sound Transmission Class) and IIC (Impact Insulation Class) of the proposed type of construction.

5. The proposed condominium documents including declaration of covenants, conditions and restrictions, description of project elements and tentative condominium plan that would apply to the conveyance of units, the assignment of parking and the management of common areas within the project.
 6. Such other information which the planning commission or planning department determines is necessary to evaluate the proposed project. (Ord. 822 §1, 1989)
- D. Fees: The fee for the processing of an application for a conditional use permit for condominium usage shall be in an amount set by resolution of the city council. (Ord. 822 §1, 1989)
- E. Condominium development – compliance with criteria and standards: The commission shall review all proposals for residential condominium usage in order to determine their degree of compliance with both the development standards and development criteria delineated in Section 17.11.130 I. and Section 17.11.130 J. A condominium proposal which does not comply with all of the precise standards in these sections may be approved where the commission finds that there are unusual circumstances regarding the development’s location, site or configuration; that the project is in substantial compliance with both the development standards and development criteria and that there are mitigating features incorporated in the project which tend to further the expressed intent and purpose of this section. (Ord. 822 §1, 1989)
- F. Condominium development – standards: The commission shall require, except as noted in Section 17.11.130 E., that all residential condominium projects conform to all ordinances of the city and all of the following condominium development standards:

O. Table 17.11.130-A Condominium Development Standards

Standard	Requirements
Minimum Lot Area	Net area greater than 1 acre
Density (minimum)	1 du per 2500 sqft
Common Open Space ²	Must be at least 15% of gross area. Common open space shall be that portion of the total land area developed for recreational purposes and designated for the use and enjoyment of all of the occupants of the condominium project but shall not include streets, highways or utility easements where the ground surface is not available or other areas primarily designed to serve other functions.
Private Open Space – 0-1 Bedrooms ³	Minimum of 130 sqft ¹
Private Open Space – 2+ Bedrooms ³	Minimum of 150 sqft ¹
Private Open Space – Dimensions ³	Such space shall have a configuration that would allow a horizontal rectangle or square of 100 sqft and a minimum dimension of 7 ft to be placed in the space.
Private Open Space – Intended Use and Location ³	The space shall be designed for the sole enjoyment of the unit owner and guests and shall have at least one weather-proofed duplex receptacle electrical convenience outlet. Additionally, such space shall be at the same level as, and immediately accessible from either a kitchen, dining room, family room or living room within the unit.
Outdoor Living Space	400+ sqft per unit

Private Storage Space – Size and Dimensions	Each unit shall have at least 400 cubic feet of enclosed, weather-proofed and lockable storage space for the sole use of the unit owner. Such space shall have a minimum horizontal surface area of 50 sqft, a minimum interior dimension of 5 ft, and an opening not less than 3.5 ft by 6 ft.
Private Storage Space – Provision ⁴	Storage space may be provided within individual storage lockers, cabinets or closets in any location approved by the planning commission, but shall not be split among two or more locations. Moreover, since it is the intent of this standard to require space over and above that normally associated with the day-to-day functioning of the unit, the planning commission shall exercise reasonable discretion in differentiating between such required private storage space and guest, linen or clothes closets or food pantries that are customarily within the unit. Thus, while providing such private storage space within the limits of the unit is not precluded, it shall be over and above that which would otherwise be provided within the unit.
Private Storage located in Common Areas ⁴	If such private storage space is located within a common area within the project, the association shall be responsible for the care and maintenance of the exterior surface of the space in order to assure that the surface is maintained in a manner compatible with the architectural treatment of the project.
Off-Street Parking – Spaces Assigned to Units	2+ garage parking spaces assigned to each condominium unit within the project
Off-Street Parking – Spaces Designated for Visitors	1+ visitor parking space for each 2 condominium units within the project. A fractional requirement equal to, or greater than, one-half of a visitor parking space shall be interpreted as a requirement for one visitor parking space.
Treatment of Utilities – Plumbing Shut-Off Valves	Water supply lines to each unit within the project shall be fitted with shut-off valves of either a hand valve or screw-stop type. If there are extenuating circumstances which make the installation of such valves impractical, the commission may approve a system which provides individual shut-off valves ahead of each fixture within the unit. A shut-off valve shall also be provided ahead of each water supplied appliance not contained within a unit.
Treatment of Utilities – Drip Pans	Hot water heaters and any other appliances which the building official determines to be a potential source of water leakage or flooding shall be installed with built-in drip pans and a one and one-quarter inch minimum diameter drain line leading to a safe point of disposal outside the building. The end of the drain shall be provided with a removable screen to prevent insect entrance to the unit. Drip pans may be omitted where appliances are located in garages that are constructed such that any water leakage cannot damage the common wall between units or find its way into an adjoining unit.
Treatment of Utilities – Utility Meters	With the exception of water supply and central heating and/or air conditioning, each utility that is controlled and consumed within the individual unit shall be separately metered in such a way that the unit owner can be separately billed for its use.
Treatment of Utilities – Hot Water	Each unit shall have a separate hot water heater.

Treatment of Utilities – Circuit Breaker	Each unit shall have its own circuit breaker panel for all electrical circuits and outlets which serve the unit. Such panel shall be accessible without leaving the unit.
Perimeter Fences	Any development shall be surrounded by a fence or wall or combination thereof not to exceed 6 ft in height. However, nothing herein shall require the construction of the aforementioned fence along any property line abutting a street, alley or at driveway entrances and exits. Ivy or other vining plant material shall be planted adjacent to any wall or fence and trained to grow up the fence or wall to protect the fence or wall shall not be permitted to grow over three and one-half feet in height in the front yard. An automatic drip irrigation system shall be provided to adequately water the plant material.
Trash Areas	All trash collection and garbage collection areas shall be surrounded by a five-foot high fence or block wall and gate, with adequate access to and from these areas for trash and garbage collection vehicles.
Height Limitation	Condominium structures shall be limited to one story in height, excluding subterranean levels devoted to automobile parking. There shall be no more than one unit in any vertical configuration. In use herein “subterranean level” means a level the ceiling of which shall be no higher than the highest point of the finished grade adjacent to the structure, and which shall be either wholly enclosed or not visible from either adjoining properties or from a public street outside of the project.

1. Notwithstanding the minimum total amount of usable open space required for a project and the required minimum dwelling unit size in projects which include 5+ units
2. The applicant shall submit to the commission and the council, and it shall be made a condition of approval, satisfactory evidence to assure continued retention of open space and for perpetual maintenance of common areas.
3. The planning commission may evaluate each project on its own merit in regard to the type, configuration and characteristics of the development, including condominium unit mix pertaining to the number of bedrooms per unit and percentage thereof, and may allow variations from the above dimensional standards where it can be shown that the required private open space meets the intent and purpose of this subsection.
4. Regardless of the location, the precise architectural treatment of such space shall be approved by the planning commission to ensure that such areas are safe, convenient and unobtrusive to the functional and aesthetic qualities of the project.

G. Isolation of Vibration and Sources of Structure-Borne Noise in Condominium Projects Where Units Have Common Walls and/or Floor and Ceiling.

1. **Shock Mounting of Mechanical Equipment.** All permanent mechanical equipment such as motors, compressors, pumps and compactors which, because of their rotation, reciprocation, expansion and/or contraction, turbulence, oscillation, pulsation, impaction or detonation, are determined by the building official to be a source of structural vibration or structure-borne noise shall be shock mounted with inertia blocks or bases and/or vibration isolators in a manner approved by the building official. Domestic appliances which are cabinet installed or built into the individual units, such as clothes washers and dryers, or other appliances which are determined by the building official to be a source of structural vibration or structure-borne noise, shall be isolated from cabinets and the floor or ceiling by resilient gaskets and vibration mounts approved by the building official. The cabinets in which they are installed should be offset from the back wall with strip gasketing of felt, cork or similar material approved by the building official. Where such appliances utilize water, flexible connectors shall be installed on all water lines. If provision is made within the units for the installation of nonpermanent appliances

such as clothes washers and dryers, then permanent rubber mounting bases and surface plates shall be installed in a manner approved by the building official.

2. Location of Plumbing Fixtures. No building fixture, except Pullman mounted lavatories, shall be located on a common wall between two separate units where it would back up to a living room, family room, dining room, den or bedroom of an adjoining unit.
3. Separation of Vents and Lines. No common water supply lines, vents, or drain lines shall be permitted for contiguous units unless there is at least eight and one-half feet of pipe between the closest plumbing fixtures within the separate units. The building official may approve other methods of isolating sound transmission through plumbing lines where their effectiveness can be demonstrated.
4. Isolation and Insulation of Lines. All water supply lines within the project shall be isolated from wood or metal framing with pipe isolators specifically manufactured for that purpose and approved by the building official. In multistory condominium projects all vertical drainage pipe except piping serving only one condominium unit that is located in a wall that is not common to any other unit, shall be surrounded by three-quarter inch thick dense insulation board or full thick fiberglass or wool blanket insulation for its entire length except the sections that pass through wood or metal framing.

H. Attenuation of Noise.

1. General. Wall and floor/ceiling assemblies separating units from each other or from public or quasi-public space such as interior corridors, laundry rooms, recreation rooms and garages shall provide airborne sound insulation for walls, and both airborne and impact sound insulation for floor/ceiling assemblies.
2. Airborne Sound Insulation. All wall assemblies enumerated or alluded to in the previous subparagraph shall be of a type of construction that has a minimum rating of 58 STC (Sound Transmission Class). All floor/ceiling assemblies enumerated or alluded to in subsection (J)(1) shall be of a type of construction that has a minimum rating of 50 STC. Wood floor joists and subflooring shall not be continuous between separate condominium units. Penetrations or openings in the construction for piping, electrical outlets and devices, recess cabinets, bathtubs, soffits and heating, ventilating and/or air conditioning intake and exhaust ducts, and the like, shall be sealed, lined, insulated or otherwise treated to maintain the required rating and such treatment shall be approved by the building official. Entrance doors to the unit shall be of solid construction and, together with perimeter seals, shall have a minimum rating of 30 STC. Such perimeter seals shall be maintained in effective operating condition.
3. Impact Sound Insulation. All separating floor/ceiling assemblies enumerated or alluded to above shall be of a type of construction that has a minimum rating of 69 IIC (Impact Insulation Class). Floor coverings may be in the assembly to obtain the required ratings, but must be retained as a permanent part of the assembly and may only be replaced by another floor covering that provides the same or greater impact insulation.
4. Verification of Sound Class. STC and IIC ratings shall be based on the results of laboratory measurements and will not be subjected to field testing. The STC rating shall be based on the

American Society for Testing and Materials system specified in ASTM 890-66t or equivalent. The IIC rating shall be based on the system in use at the National Bureau of Standards or equivalent. Ratings obtained from other testing procedures will require adjustment to the above rating systems.

- I. Development criteria: There are important considerations relative to each proposal for residential condominium usage and to each proposed site that do not lend themselves to specific development standards. The following criteria shall apply to proposals for condominium usage made pursuant to the provisions of this section and shall serve as a basis for the evaluation of accepted and appropriate planning and architectural techniques necessary for the orderly development of the city, and concurrently shall give substance to the policies necessary to achieve the purpose of these sections:
 1. The project should be a comprehensive and integrated design, providing for its own open space, off-street parking and amenities for contemporary living. Insofar as the scale of the project allows, open space, walkways and other areas for people should be separated from parking areas, driveways, and other areas for automobiles.
 2. Architectural unity and harmony should be achieved both within the project and between the project and the surrounding community so that the project does not constitute a disruption to the established fabric of the community.
 3. The layout of structures and other facilities should effect a conservation in street, driveway, curb cut, utility and other public or quasi-public improvements. Structures should be designed to minimize, within the context of accepted architectural practice, the consumption of natural resources either directly or indirectly (e.g., gas, water, electricity).
 4. The project should be designed to maintain as much of the natural topography, large trees and environment as practical.
 5. The configuration and orientation of the project should respect reasonable design limits imposed by the natural and manmade environment. Structures should be situated to take advantage of view, topography, sun and wind, while at the same time not destroying these advantages for adjacent properties. Structures should also be situated to minimize or buffer any undesirable characteristics of the site such as street noise and nearby obnoxious commercial or industrial uses.
 6. The layout of units and open space within the project should establish, through the use of structure and landscape materials, a perceptible spatial transition from the public street, through the semi-privacy of the common areas, to the privacy of the unit. Most importantly, the environment of each condominium unit should be private and free from visual, audible and other intrusions.
 7. The project shall comply with state standards facilitating access for the handicapped. (Ord. 822 §1, 1989)
- J. Declaration of covenants, conditions and restrictions: To achieve the purposes of Section 17.11.130 A., the declaration of covenants, conditions and restrictions relating to the management of the

common area and facilities shall accompany all proposals for residential condominium usage made pursuant to the provisions of Section 17.11.130 A. through 17.11.130 I. In addition to such covenants, conditions, and restrictions that may be required by the Department of Real Estate of the state of California or pursuant to Title 6 of Part 4 of Division 2 of the California Civil Code or other state laws or policies, such declaration shall provide for the following, none of which, after acceptance in final form by the city, shall be amended, modified or changed without first obtaining the written consent of the city:

1. Assignment or Conveyance of Private Open Space. The surface area and appurtenant airspace of private open space areas, including, but not limited to, the private patio, deck, balcony, solarium or atrium required by Section 17.11.130 F., and any integral portion of that space that may exceed the minimum area requirements, shall be described and irrevocably assigned to its respective unit, except that where the private open space is totally within the boundary described by the interior surfaces of the unit, it shall be conveyed as an integral part of the unit.
2. Assignment or Conveyance of Private Storage Areas. The surfaces and appurtenant airspace of private storage areas, including, but not limited to, the private storage space required by Section 17.11.130 F., shall be described and irrevocably assigned by the declaration or condominium plan to its respective unit, except that where the private storage space is totally within the boundary described by the interior surfaces of the units, as it would be in a closet opening upon a unit's room or hallway, it shall be conveyed as an integral part of the unit.
3. Assignment or Conveyance and Use of Required Off-Street Parking Spaces. Required off-street, enclosed parking spaces, except guest parking spaces, shall be permanently and irrevocably assigned to particular units within the project on the basis of two spaces per unit, except that where two parking spaces are totally within the boundary described by the interior surfaces of the unit, as they would be in a townhouse development with a private entrance from the parking garage to the unit, they shall be conveyed as an integral part of the unit. To the maximum practical extent, the two spaces assigned to each unit shall be contiguous.
4. In no case shall the private storage of one unit overhang or take its access from the required off-street parking space of another unit. All parking spaces shall be used solely by unit owners, members of their families, their guests or lessees of the owner's unit, except that a unit occupant within the project may rent one space to another unit occupant or to the association. All parking spaces shall be solely for the purpose of parking motor vehicles as defined by the California Vehicle Code.
5. Maintenance of Impact Insulation Class. The impact Insulation Class (IIC) rating of all separating floor/ ceiling assemblies, as required by Section 17.11.130 F. shall be described in the declaration. Where the minimum IIC rating is obtained through the use of floor covering(s), the declaration should provide that the covering(s) shall not be removed for any purpose except cleaning or replacement, and shall further provide that any replacement covering(s) shall furnish not less than the degree of impact insulation afforded by covering(s) originally installed.
6. Right of Public Entry to Common Area. The city, the county of Los Angeles, the state of California, and the government of the United States, and any department, bureau or agency thereof, shall

have the right of immediate access to all portions of common area of the project not assigned for the exclusive use of the owner of a particular unit at all times.

7. Television and Radio Antenna. Individual television and radio antennas shall be prohibited outside of any owner's unit. The declaration shall provide either for a central antenna with connections to each unit via underground or internal wall wiring, or each unit shall be served by a cable antenna service provided by a company licensed to provide such service within the city.
8. Voting. For the purpose of voting, including without limitation voting to set the amount of regular or special assessments and for the purpose of amending the covenants, conditions and restrictions, one vote shall be allocated for each unit within the project. The amount of regular and special assessments may be made proportional to the gross square footage of each unit within the property.
9. Partition and Sale of the Project. An action may be brought by one or more owners of units within the project for partition thereon by sale of the entire project as if the owners of all the condominiums in such project were tenants-in-common in the entire project in the same proportion as their interests in the common areas; provided, however, that a partition shall be made only upon a showing of the existence of one or more of the conditions set forth in Section 1354 of the California Civil Code or that:
 - a. Two years after damage or destruction to the project which renders a material part thereof unfit for its use, the project has not been rebuilt or repaired substantially to its state prior to its damage or destruction;
 - b. One-half or more of the project has been destroyed or substantially damaged and condominium owners holding in aggregate more than fifty percent interest in the common areas as opposed to repair or restoration of the project;
 - c. The most recently constructed dwelling structure has been in existence in excess of the number of years shown in the following table, the project is obsolete and uneconomic, and the percentage of condominium owners holding in aggregate a percentage interest in the common areas as set forth in the following table are opposed to repair or restoration of the project.

P. Table 17.11.130-A Percent of Interest in Common Areas Held by Condominium Owners by Age of Structure

Age of Structure	% of Interest in Common Areas Held by Condominium Owners
30 years	70%
40 years	60%
50 years	50%
60 years	40%
70 years	30%

10. For the purpose of this subsection, multiple owners of a single unit shall not be deemed as possessing, in the aggregate, any greater interest in the common areas than that possessed by a single owner of a unit.
11. Maintenance. The declaration shall contain a provision establishing the obligation and duty of the governing body of the condominium to maintain the common areas in good condition.
12. Enforcement. The declaration shall contain a provision ensuring the right of any owner to enforce the terms of the declaration.
13. Maintenance of Common Areas and Facilities.
 - a. Obligation. No conditional use permit shall be granted for a residential condominium development unless the obligation for care, upkeep and management of the common element is imposed on a nonprofit corporation (the association).
 - b. Assessments. In order to protect the public health, safety and welfare, provision shall be made both for annual assessments for maintenance and special assessments for capital improvements. The amount of the regular annual assessment, and the procedure for its change, shall be specified. The manner in which special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area shall be specified. The amount of regular and special assessments may be made proportional to the gross square footage of each unit within the project. Both annual and special assessments may be collected on a monthly basis. The remedies which the association may bring for the nonpayment of assessments shall be specified and may include penalties for late payment.
 - c. Veto Right and Authority of the City. In consideration for the city's approval of a condominium project, including, without limitation, any approval of a conversion to condominium usage, the declaration shall provide that the city, at its option, has the right and authority to veto any action of the association which would tend to decrease the amount of the regular assessment upon a finding by the city that such a decrease could or would adversely affect the long-term maintenance of the condominium structures or the common areas. To enable the city to exercise this optional veto the declaration shall provide that the association actions to decrease the annual assessment do not become effective until sixty days after written notice of such action is given to the city to enable the city to exercise this.
14. Utility Easements Over Private Streets and Other Areas. If the condominium project contains private streets, provision shall be made for public utility easements in or adjacent to such private streets, adjacent to public streets or over other portions of the project to accommodate fire hydrants, water meters, street furniture, storm drainage, sanitary sewers, water and gas mains, electrical lines and similar urban infrastructure. The commission may also require access routes necessary to assure that fire fighting equipment can reach and operate efficiently in all areas of the project.

15. Amendment of the Declaration. Any amendment to the declaration which would amend, modify, delete or otherwise affect any provision required by this section shall require the prior written approval of the city. To that end, no such amendment of the declaration shall be effective unless:
- a. The text thereof shall have been submitted to the city thirty days prior to its adoption by the owners;
 - b. Either the city has approved the amendment or failed to disapprove it within the thirty-day period; and
 - c. The recorded instrument effecting such amendment shall recite that it was so submitted and approved or not disapproved. (Ord. 822 §1, 1989)

17.11.140 Retail sales of alcoholic beverages.

- A. Purpose and applicability: The purpose of this section is to protect the public health, safety and welfare by providing reasonable, uniform operational and performance standards for establishments selling alcoholic beverages other than, or in addition to, the alcoholic beverages that are the subject of Sections 17.11.090 and 17.11.100. For the purposes of this section, the beverages that are the subject of this section are referred to as “alcoholic beverages.”
1. The provisions of this section shall not apply to establishments lawfully existing on the effective date of these regulations provided the establishment retains the same type of ABC license within a license classification; continues to legally operate without substantial change in mode or character of operation; and does not expand the square footage of area used for sales or services.
 2. Nothing in this section shall prohibit or limit the transfer of a valid, existing permit to a new owner at the same location. (Ord. 1084 §2, 2006)
- B. Conditional use permit – required (on-sale and off-sale): A conditional use permit shall be required for any establishments proposing to sell or serve alcoholic beverages for on-site consumption (“on-sale uses”) and for retail establishments proposing to sell alcoholic beverages for off-site consumption (“off-sale uses”). This requirement shall be in addition to any other entitlements required. The application for a conditional use permit shall be filed and processed according to the applicable provisions of Section 17.03.060 and 17.03.130. (Ord. 1084 §2, 2006)
- C. Off-sale permits – restrictions: A conditional use permit for off-sale alcoholic beverages shall not be issued if the proposed property is located in any area of undue concentration as defined in Section 23958.4 of the Business and Professions Code, unless it is determined by the planning commission that the public convenience and necessity as defined in Chapter 17.02 would be served by the issuance of the conditional use permit. (Ord. 1084 §2, 2006)
- D. On-sale permits – distance requirements: No conditional use permit for on-sale alcoholic beverages shall be issued for adult businesses, full service bars, taverns, beverage lounges, nightclubs or any use where the sale or service of alcoholic beverages is the primary use, where the property upon which such use is proposed is located within five hundred feet of any establishment with an ABC license for on-sale of alcoholic beverages of any type, religious institution, school, park, or area zoned for residential uses. The distance specified in this section shall be measured in a straight line,

without regard for intervening structures and the boundaries of the city, from the nearest property line of the property upon which the use is proposed to the nearest property line of the existing on-sale use, religious institution, school, park or property zoned for residential uses. (Ord. 1084 §2, 2006)

- E. Operational and performance standards: Establishments selling or serving alcoholic beverages shall be operated in a manner that does not interfere with the normal use and enjoyment of adjoining properties. In addition to any conditions imposed by the city, all conditional use permits for the sale or service of alcoholic beverages shall be subject to the following operational and performance standards:
1. Noise levels measured at the property line shall not exceed the levels prescribed by the city's noise regulations as set forth in Chapter 8.20 of this Code.
 2. The property shall be maintained in a safe and clean condition and the owner shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way.
 3. Hours of operation, including deliveries to the site, shall be compatible with the needs and character of the surrounding neighborhood. For the purpose of this section, the usual hours of operation shall be as permitted by the establishment's ABC license unless the city imposes shorter hours of operation as a condition to the permit to protect the public health, safety and welfare.
 4. The owner and operator shall each take all necessary steps to ensure the orderly conduct of employees, patrons and visitors when they are present on the property.
 5. There shall be no loitering on the property. Signs shall be posted on the exterior wall of the premises and in the parking lot stating that loitering and consumption of alcohol are each prohibited.
 6. Video or other coin-operated games may only be permitted subject to the provisions of Section 7.90.430 of the county business license ordinance.
 7. There shall be no outside vending machines other than newspaper racks or public telephones.
 8. There shall be no adult merchandise as that term is defined in Section 5.25.020 of this Code visible anywhere on the property and no such merchandise shall be sold to minors.
 9. The permittee shall maintain all required permits and licenses in good standing.
 10. There shall be no sale or service of any alcoholic beverages in the event there is any lapse or breach in the good standing of any one of the permits or licenses issued for such use, or noncompliance with any conditions imposed thereon. (Ord. 1084 §2, 2006)
- F. Conditional use permit – expiration: The regulations set forth in Section 17.03.060 of this title regarding expiration apply to any conditional use permit for alcoholic beverages.

1. Notwithstanding Section 17.03.060, a permittee may request an extension of any time limit provided in Section 17.03.060 by filing a written request with the city's community development department before the conditional use permit expires.
 2. A request for an extension of time shall state the reasons why an extension is needed. The planning commission will consider the request at a duly noticed public hearing. Based upon the evidence presented at the public hearing, the planning commission may deny, approve, or conditionally approve the extension for up to one hundred eighty days. (Ord. 1084 §2, 2006)
- G. Modification or revocation: A conditional use permit granted pursuant to Section 17.11.140 B. of this section shall be subject to modification and/or revocation. If, in the opinion of the director of community development, the establishment is operated in a manner as to interfere with the normal use and enjoyment of the surrounding properties, the body taking final action on the permit may modify and/or revoke the conditional use permit pursuant to the provisions in the manner provided by Section 17.03.060 of this title. (Ord. 1084 §2, 2006)
- H. Design standards: The design and appearance of any establishment, if newly constructed or remodeled on the exterior, shall conform to the city architectural design guidelines and all other applicable development standards. When completed, the establishment shall be compatible with surrounding land uses and zone districts and shall enhance the appearance of the neighborhood in which it is located and the city in general. (Ord. 1084 §2, 2006)

17.11.150 Senior housing.

- A. Purpose and intent: the purposes of this section are to:
1. Facilitate the development of quality affordable and market rate housing for seniors;
 2. Enhance the appearance and value of property in the city;
 3. Provide various incentives to developers consistent with the State Density Bonus;
 4. Ensure that affordable housing is provided to very low, low and moderate income seniors consistent with the State Regional Housing Needs Assessment (RHNA);
 5. Ensure that senior housing developments are compatible with the surrounding community and complementary to the surrounding land uses. (Ord. 1096 §1, 2007)
- B. Target population: All residents of senior housing shall be fifty-five years or older except that one member of a married couple or registered domestic partnership may be younger than fifty-five years old. (Ord. 1096 §1, 2007)
- C. Permitted zones: subject to the terms of this section, senior housing may be permitted with a conditional use permit in the residential, commercial and commercial industrial zones. In addition, site plan review is required for any property located in the improvement district. (Ord. 1096 §1, 2007)
- D. Site character: the developer for senior housing shall:
1. Preserve and incorporate in the project's design unique existing amenities (e.g., views, mature trees, etc.) if feasible;

2. Preserve and incorporate in the project's design historic or distinctive structures or features as determined by the planning commission or the city council due to age, cultural significance, or unique architectural style;
3. Provide appropriate connective elements (e.g., walkways) to adjoining residential and commercial uses. (Ord. 1096 §1, 2007)

Q. Table 17.11.150-A Development Standards for Senior Housing

Standard	Requirements
Building Setbacks – Property Line Adjacent to the Frontage	20 ft from the property line adjacent to the frontage
Building Setbacks – All Other Property Lines	½ the height of the building wall adjacent to that property line
Unit Size (Minimum)	Studio: 475 sqft 1 Bedroom: 525 sqft 2 Bedroom: 700 sqft
Minimum Dwelling Amenities	At a minimum each unit shall have central heating and air conditioning and washer and dryer electrical and gas hook ups for standard washer and dryer appliances. A bachelor/studio unit may provide facilities for stackable washer/dryer appliances.
Laundry Facilities	Laundry facilities shall be provided on each building floor if washer and dryers are not provided in each of the proposed units. One washer and dryer shall be provided for every twenty units.
Trash Enclosure	Trash enclosure should be fully enclosed with a masonry wall with, wood or metal gate and trellis roof. The enclosures shall be finished with colors and materials that are consistent with the rest of the structures. Enclosures should be screened with landscaping on their most visible sides.
Parking Requirements ¹	Consistent with the most recently adopted percentage of the RHNA for low income persons (40 du): 0.7 parking space per dwelling unit +1 guest parking for every 10 units In compliance with the State Density Bonus project requirements (50 du): 0.5 parking spaces per dwelling unit +1 guest space for every 10 units
Landscaping	Landscaping should serve to frame, soften and embellish the quality of the environment; buffer units from noise or undesirable view; visually reduce or break up building mass, break up large expanses of parking and hardscape and provide shading and climate cooling of adjacent units. All areas not covered by structures, drive aisles, parking or hardscape should be landscaped to the satisfaction of the director
Landscape Planters	Minimum 15 ft in width shall be provided between the parking lot area or building and the public right-of-way. Said planter shall consist of the following: • Turf, shrubs and mature trees (36 in box or larger) planted 20 ft on center • Accent landscaping at the driveway entries • Corner lots shall include accent landscaping and focal point such as waterfalls or other hardscape and perennials within the subject landscape area

Utility and mechanical equipment	• All mechanical equipment (e.g., compressors, air conditioner, heating and ventilating equipment, chillers, standpipes, solar collectors, etc.) shall be concealed from view. Screening devices shall be compatible with the architecture and structure of the adjacent buildings. • Mechanical equipment shall not be located on the roof unless screened by building elements designed for screening that are an integral part of the building design. • Utility equipment (e.g., electric and gas meters, electrical panels, and junction boxes) shall be located in utility rooms within the structure or utility cabinets with exterior access.
Recreational Facilities	Recreational facilities shall be provided throughout the facility. The recreational facilities shall consist of open and enclosed areas for residents of the facilities to congregate, for recreation and leisure. The following standards shall be utilized for recreational facilities: • The design and orientation of these areas should take advantage of available sunlight and should be sheltered from the noise and traffic of adjacent street or other incompatible uses. • Each recreational facility shall have a focal point. The focal point may consist of, but not limited to, water fountains, landscape planters, monuments, waterways, ponds, artwork, trellises or gazebos. Each focal point shall compliment other focal points by maintaining a common theme, consistent furnishing and signage. • Recreational facilities shall be categorized as either “major recreational facilities” or “minor recreational facilities.” Major and minor recreational facilities shall be designed to complement one another and be physically linked to one another by pedestrian walkways and directional signage.
Provision of Major Recreational Facilities	Intended to be a significant recreational node or focal point for resident, and may include recreational buildings, swimming pools, tennis courts, spas, saunas and other amenities requiring significant investment and appropriate to serve residents, as determined by the city. The total minimum area shall be 2,000 square feet. • 80-150 Units: 1 Facility • 150-200 Units: 2 Facilities • 200-250 Units: 2 Facilities • 250+ Units: 3 Facilities • Additional Units: 4+1 Facilities for every 100 units
Provision of Minor Recreational Facilities	Intended to augment major recreational facilities, and may include rest areas, picnic and barbecue areas, gazebos and other such amenities requiring a less significant investment than a major facility and appropriate to serve residents. The total minimum area shall be 625 square feet. • 80-150 Units: 1 Facility • 150-200 Units: 2 Facilities • 200-250 Units: 2 Facilities • 250+ Units: 2 Facilities • Additional Units: 3+1 Facilities for every 100 units

Exterior Lighting	Lighting should provide illumination for the security and safety of on-site areas, such as parking, recreational facilities, building entries, and pathways. The following standards shall be utilized: • The design of light fixtures and their structural support should be architecturally compatible with the main structures on the site. Light fixtures should be architecturally integrated into the design of a structure. • The location of the light fixtures should correspond to anticipated use. Lighting of pedestrian ways illuminates changes in grade, path intersections, staging areas, and any other uses along the movement path that, if left unlighted would create an unsafe situation. • All lighting fixtures must be shielded to confine light spread on site. • Night lighting of building is encouraged, but should be accomplished in a selective manner, avoiding overall building illumination that produces an undesirable look. Night lighting of building features, emphasize repeated or decorative features, and use the juxtaposition light and shadow to articulate the building façade.
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1. Parking requirements: The developer shall comply with the city's standard parking requirements.

E. Architectural design: The developer shall consider a variety of different architectural features to add to the city's overall image, provided the architecture is consistent with surrounding structures and uses. No specific architectural style or design is required. The developer should consider the following design issues:

1. Design Consistency.

- a. Building design should demonstrate a consistent use of colors, materials, and detailing throughout all elevations of the building. Piecemeal embellishment should be avoided.
 - i. Elevations that do not directly face a street should be appropriately landscaped.

2. Form and Mass. Designs should be provided a sense of human scale and proportion. Structures should be designed to avoid a "box-like," impersonal appearance by use of the following techniques:

- a. Façade and Roof Articulation. Separations, changes in plane and height, and the inclusion of elements like balconies, porches, arcades, dormers and cross gables mitigate the barracks-like quality of flat wall and roof of excessive length. Secondary hipped or gabled roofs covering the entire mass of a building are preferable to flat roofs, or pitched roof segments applied on only some portions of the building.
- b. Balconies, porches and recess patios for both practical and aesthetic values. The elements should be integrated into the structures to break up large wall masses by offset building setbacks, using awnings/canopies.
- c. Architectural detail through the use of columns, three-dimensional decorative cornice bands, recess entries and windows and awnings and canopies.
- d. Full roofs with substantial overhangs.
- e. Decorative parapets where roof overhangs are not provided.

3. Materials. Exterior materials should be very durable and require low maintenance. Piecemeal embellishment and frequent changes in materials should be avoided.
 4. Building Colors. Exterior wall colors should harmonize with the site and surrounding buildings.
 - a. Façade colors should be neutral or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited.
 - b. Building trim and accent areas may feature brighter colors, including primary colors.
 - c. The transition between base and accent colors should relate to changes in building materials or the changes in building surface planes. Colors should not meet or change without some physical change or definition of the surface plane.
 - d. The blending of compatible colors in a single façade or composition is a good way to add character and variety, while reducing, or breaking up lines of a building. (Ord. 1096 §1, 2007)
- F. Security consideration: The developer shall:
1. Provide clear, unobstructed sightlines from entries to the street or parking lots.
 2. Provide clear sightlines to outdoor open areas from doorways and windows.
 3. Illuminate exterior spaces and internal common spaces with energy-efficient, vandal-proof lamps and fixtures. Warm light shall be used to provide visibility, a noninstitutional feel and increase the feeling of ownership.
 4. Locate laundry facilities where they can be observed and where access can be effectively restricted.
 5. Create privacy for the ground level units by using landscaping and fencing to buffer the units from the street or parking. Do not place landscaping too close to windows.
 6. Make paths to the entry, parking and the trash deposit area well-defined, well-lit, and free from dense shrubs.
 7. Eliminate hidden recess in hallways, entryways, and stairways. Ensure that there are not entrapment areas between buildings.
 8. Design common spaces to encourage a sense of belonging. Design common open space to relate to a discrete number of units so that the spaces become “their” recreational area.
 9. Define the transition from the public street to the building so that the yard next to the building appears to belong to the building. Landscaped gardens and see-through fences create the sense of ownership and boundaries without compromising visibility.
 10. Provide peepholes, strike plates and deadbolts in unit doors. (Ord. 1096 §1, 2007)
- G. Maintenance:

1. Continued good appearance depends on the extent and quality of maintenance. Materials and finishes shall be selected for their durability and wear, as well as for their beauty. Proper measures shall be taken for protection against weather, neglect, damage and abuse.
2. Provision for washing and cleaning buildings and structures, and control of dirt and refuse, shall be included in the design. Configurations that tend to catch and accumulate leaves, dirt and trash shall be avoided. (Ord. 1096 §1, 2007)

H. Affordability:

1. At least twenty-five percent of the dwelling units developed shall be available at affordable housing cost to persons and families of very-low and low income.
2. At least forty percent of the twenty-five percent described above shall be available at affordable housing cost to very low-income households.
3. The restriction must remain available for the longer of fifty-five years of the period of land use controls established in the redevelopment plan for the project area. The city or the South El Monte Improvement District shall be identified in the covenants, conditions, and restrictions (CC&Rs) as having the right to enforce affordability restrictions.
4. The city reserves the right to require more stringent low-moderate income requirements where the city or the improvement district has participated in financially assisting the development. (Ord. 1096 §1, 2007)

17.11.160 Water efficient landscaping.

A. Purpose and intent: the purposes of this section are to:

1. Establish landscape standards that will provide for an aesthetically pleasing setting by creating standards of design, installation, and maintenance of water efficient landscaping.
2. Create flexible landscape design for residential and nonresidential developments that will promote aesthetic enhancements.
3. Promote the values of water efficient landscaping. (Ord. 1163 §1, 2012)

B. Criteria:

1. All residential properties consisting of three or more units must adhere to the regulations listed.
2. All nonresidential properties must adhere to the following regulations listed. (Ord. 1163 §1, 2012)

C. City right to waive requirements:

1. The requirements of this chapter may be wholly or partially waived, at the discretion of the city, for landscape rehabilitation projects that are limited to replacement of plantings with equal or lower water needs and where any modifications to the irrigation system do not require ministerial permits and the irrigation system is found to be designed, operable, and programmed consistent with minimizing water waste in accordance with the city regulations. (Ord. 1163 §1, 2012)

- D. Water efficient landscaping criteria: The requirements of this chapter may be wholly or partially waived, at the discretion of the city, for landscape rehabilitation projects that are limited to replacement of plantings with equal or lower water needs and where any modifications to the irrigation system do not require ministerial permits and the irrigation system is found to be designed, operable, and programmed consistent with minimizing water waste in accordance with the city regulations. (Ord. 1163 §1, 2012)
- E. Landscape Documentation Package.
1. A copy of the landscape documentation package conforming to this criteria and plan check fee shall be submitted to the city for review and approval prior to the issuance of building or construction permits. No building or construction permit shall be issued until the city reviews and approves the landscape documentation package.
 2. A copy of the approved landscape documentation package shall be provided to the property owner or site manager along with the record drawings and any other information normally forwarded to the property owner or site manager.
 3. Each landscape documentation package shall include the following elements:
 - a. Landscape design plan.
 - b. Irrigation design plan.
 - c. Certificate of substantial completion (to be submitted after installation of the project).
 - d. Such other information as deemed necessary by the planning director, including, but not limited to, a grading design plan and/or soil analysis.
- F. Elements of the Landscape Documentation Package.
1. Landscape Design Plan. A landscape design plan, prepared by a licensed landscape architect, meeting the following requirements shall be submitted as part of the landscape documentation package.
 - a. Plant Selection and Grouping.
 - i. Plants having similar water use shall be grouped together in distinct hydrozones (a list of acceptable plant materials has been included in Appendices A through D attached to the ordinance codified in this chapter and incorporated by reference).
 - ii. Plants shall be selected appropriately based upon their adaptability to the climatic, geological and topographical conditions of the site. Protection and preservation of native species and natural areas is encouraged. The planting of trees is encouraged wherever it is consistent with the other provisions of this chapter.
 - iii. The list of recommended planting materials is contained in Appendices A through D. Alternative materials may be used when the overall landscape plan conforms with the intent of this division as determined by the planning director.
 - iv. Fire prevention needs shall be addressed in areas that are fire prone.
 - v. Overall, the landscape design plan shall provide for a water efficient landscape concept.
 - b. Water Features.
 - i. Recirculating water shall be used for decorative water features.
 - ii. Pool and spa covers are encouraged.
 - c. Landscape Design Plan Specifications. The landscape design plan shall be drawn on project base sheets at a scale no less than 1" = 30' - 0" and that accurately and clearly identifies:
 - i. Designation of hydrozones and a description of water usage within said hydrozones (low, moderate and high irrigation water requirements).

- ii. Landscape materials, trees, shrubs, ground-cover, turf and other vegetation. Planting symbols shall be clearly drawn and plants labeled by botanical name, common name, container size, spacing, and quantities of each group of plants indicated.
 - iii. Property lines and street names.
 - iv. Streets, driveways, walkways and other paved areas.
 - v. Pools, ponds, water features, fences and retaining walls.
 - vi. Existing and proposed buildings and structures including elevation if applicable.
 - vii. Tree staking, plant installation, soil preparation details and any other applicable planting and installation details.
 - viii. Natural features including but not limited to rock outcroppings, existing trees and shrubs that will remain.
 - ix. A calculation of the total landscaped area and percentage of turf area.
 - x. Designation of recreational areas.
2. Irrigation Design Plan. An irrigation design plan, prepared by a licensed landscape architect or certified irrigation designer, meeting the following conditions shall be submitted as part of the landscape documentation package.
- a. Water Efficiency. The irrigation design plan shall provide for a water efficient irrigation system.
 - b. Runoff and Overspray. Soil types and infiltration rate shall be considered when designing irrigation systems. All irrigation systems shall be designed to avoid excessive runoff, low head drainage, excessive overspray, or other similar conditions where water flows onto adjacent property, nonirrigated areas, walks, roadways or structures. Proper irrigation equipment and schedules, including features such as repeat cycles, shall be used to closely match application rates to infiltration rates therefore minimizing runoff.
- G. Special attention shall be given to avoid runoff on slopes and, to avoid overspray in planting areas with a width less than ten feet, and in median strips.
- a. Water Meters. Separate landscape water meter(s) shall be installed for all projects except for single-family homes or any project with a landscaped area of less than five thousand square feet.
 - b. Controllers. Automatic control systems shall be required for all irrigation systems and must be able to accommodate all aspects of the design.
 - c. Valves. Plants which require different amounts of water shall be irrigated by separate valves. If one valve is used for a given area, only plants with similar water use shall be used in the area. Anti-drain (check) valves shall be installed in strategic points to minimize or prevent low-head drainage.
 - d. Sprinkler Head. Heads and emitters shall have consistent application rates within each control valve circuit. Sprinkler heads shall be selected for proper area coverage, application rate, operating pressure, adjustment capability and ease of maintenance.
 - e. Rain Sensing Override Devices. Rain sensing override devices shall be required on all irrigation systems with landscaped areas of two thousand five hundred square feet or more.
 - f. Soil Moisture Sensing Devices. It is recommended that soil moisture sensing devices be considered where appropriate.
 - g. Irrigation Design Plan Specifications.
 - h. Irrigation systems shall be designed to be consistent with hydrozones.

- H. The irrigation design plan shall be drawn on project base sheets. It should be separate from, but use the same format as, the landscape design plan.
- I. The irrigation design plan shall accurately and clearly identify:
1. Location and size of separate water meters for the landscape.
 2. Location, type and size of all components of the irrigation system, including automatic controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers and backflow prevention devices.
 3. Static water pressure at the point of connection to the public water supply.
 4. Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (psi) for each station.
 5. Where available, the irrigation plan shall include reclaimed water.
 6. Estimated annual water use expressed in inches per square foot of landscape area per year.
 7. Certificate of Substantial Completion. Prior to the final of building permits, the developer shall submit a certificate of substantial completion to the city completed by the licensed landscape architect or certified irrigation designer that designed the plans, utilizing forms designated for this purpose.
- J. Landscape and irrigation plans shall be reviewed for compliance with the water efficient landscape criteria. These comprise a point system with points awarded for both landscape and irrigation techniques. A minimum of one hundred points shall be achieved in each technique category in order for the planning department to approve said plans. (Ord. 1163 §1, 2012)

R. Table 17.11.160-A Point Scale

(1) Landscape Techniques	Max. Points	
Water conserving plants, and/or plants native to hot dry summers, utilized in 75% of the total plant area of the landscape.	40	
Turf limited to 20% of the total landscape in all projects. In no case shall turf make up more than 50% of the total landscape.	30	
Use of creative, thoughtful and diverse hydrozones to enhance the overall landscape design, with plants grouped based on the amount of water needed to sustain them.	30	
Mulch utilized in the landscape (3 inches minimum, 4 inches preferred).	10	
Hardscape or non-irrigated surfaces used in at least 10% of the total landscape.	10	
Where turf is utilized, the use of a proven water-conserving turf.	10	
Soil amendments to improve water holding a capacity of soil incorporated into soil preparation details.	10	
Total	140	Min. 100
(2) Irrigation Techniques	Max. Points	

The total amount of irrigation applied to all landscape areas does not exceed 42 inches per square foot of landscape area per year.	40	
Automatic irrigation system adjusted seasonally and with watering hours between seven p.m. and ten a.m.	30	
Irrigation system designated to water different areas of the landscape based on watering need (drip/trickle for shrubs, separate valves, etc.).	30	
Sensitive to slope factors.	10	
Soil moisture sensors used in conjunction with the automatic irrigation system.	10	
Rain sensors used in conjunction with the automatic irrigation system.	10	
Wind sensors used in conjunction with the automatic irrigation system.	10	
Recommended annual irrigation schedule for information purposes.	5	
Use of reclaimed or recycled water in accordance with health and safety codes.	5	
Total	160	Min. 110
Additional comparable points (not to exceed 30) may be awarded for the use of any water-conserving method not listed above which the planning director finds to be in accord with the purpose of this chapter.		

(Ord. 1163 §1, 2012)

K. Maintenance of existing landscapes.

1. Water waste resulting from inefficient landscape irrigation leading to excessive runoff, low-head drainage, overspray or other similar conditions where water flows onto adjacent property, nonirrigated areas, walks, roadways or structures is prohibited.
2. Landscapes shall be maintained to ensure water efficiency. All landscaped areas, regardless whether installed pursuant to this chapter, shall be maintained in a healthful and sound condition. Irrigation systems and their components shall be maintained in a fully functional manner consistent with the originally approved design. A regular maintenance schedule shall be followed, including, but not limited to: checking, adjusting and repairing irrigation equipment, resetting the automatic controller, aerating and dethatching turf areas, replenishing mulch, fertilizing, pruning, and weeding in all landscaped areas. (Ord. 1163 §1, 2012)

Chapter 17.12 ACCESSORY DWELLING UNITS

Sections

- 17.12.010** Intent and purpose.
- 17.12.020** Applicability.
- 17.12.030** Common interest development.
- 17.12.040** Location and operational standards.
- 17.12.050** Development standards.
- 17.12.060** Parking requirements.
- 17.12.070** Impact fees.
- 17.12.080** Enforcement.
- 17.12.090** Exceptions.
- 17.12.100** Accessory buildings.

17.12.010 Intent and purpose.

The purpose of the accessory dwelling unit chapter is to comply with state law. The chapter provides for accessory dwelling units in certain areas and on lots developed or proposed to be developed with single-family or multifamily dwellings. These structures are accessory and incidental to a dwelling on the same lot. (Gov. Code, § 65852.2, subd. (j)(2).) Such accessory dwellings are allowed because they can contribute needed housing to the community's housing stock. Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, renters, and homeowners who create accessory dwelling units. In addition, the chapter provides a mechanism to grant legal status to existing illegally constructed accessory units in single family neighborhoods. By encouraging legalization, safe dwellings may be added to the city's existing housing supply. (Ord. 1242 §5, 2020)

17.12.020 Applicability.

- A. Any construction, establishment, alteration, enlargement, or modification of an accessory dwelling unit shall comply with the requirements of this chapter.
- B. The director or his or her designee shall review and approve, conditionally approve, or deny ministerial permits for accessory dwelling units conforming to the provisions of this chapter within the time limits specified by Government Code Sections 65852.2 and 65852.22 or successor provisions. (Ord. 1242 §5, 2020)
- C. The application for the creation of an ADU or JADU shall be deemed approved (not just subject to ministerial approval) if the local agency has not acted on the completed application within 60 days. (Gov. Code, § 65852.2, subd. (a)(3).)
- D. A local agency may identify an ADU or JADU as an adequate site to satisfy its Regional Housing Needs Allocation (RHNA). (Gov. Code, §§ 65583.1, subd. (a), and 65852.2, subd. (m).)

17.12.030 Common interest development.

- A. Allows for the rental or leasing of a separate interest ADU or JADU in a common interest development, notwithstanding governing documents that otherwise appear to prohibit renting or leasing of a unit, and without regard to the date of the governing documents. (Civ. Code, § 4740, subd. (a), and Civ. Code, § 4741, subd. (a).)
- B. Provides that not less than 25 percent of the separate interest units within a common interest development be allowed as rental or leasable units. (Civ. Code, § 4740, subd. (b).)

17.12.040 Location and operational standards.

- A. One accessory dwelling unit (ADU) and one junior accessory dwelling unit (JADU) may be constructed on any legal parcel in areas zoned to allow single-family or multifamily dwellings.
- B. Accessory dwelling units shall only be built when there is an existing or proposed single-family or multifamily residence (e.g., primary residence) on the site. Junior accessory dwelling units shall only be built when there is an existing or proposed single-family residence on the site. If a site is vacant, an ADU or JADU may be constructed at the same time as a primary residence.
- C. The accessory dwelling unit may be attached to the primary residence, located within the living area of the primary residence, or detached from the primary residence and located on the same lot as the existing dwelling.
- D. Any rental term of the accessory dwelling unit shall be longer than thirty days.
- E. The accessory dwelling unit may be conveyed separately from the primary residence under certain conditions, including that:
 - 1. The ADU or primary dwelling was built or developed by a qualified nonprofit. (Gov. Code, § 65852.26, subd. (a).)
 - 2. There is an enforceable restriction on the use of the property between the low-income buyer and nonprofit that satisfies the requirements of Section 402.1 of the Revenue and Taxation Code. (Gov. Code, § 65852.26, subd. (a)(2).)
 - 3. The entire property is subject to the affordability restrictions to assure that the ADU and primary dwelling are preserved for owner-occupied, low-income housing for 45 years and are sold or resold only to a qualified buyer. (Gov. Code, § 65852.26, subd. (a)(3)(D).)
 - 4. The property is held in a recorded tenancy in common agreement that meets certain requirements. (Gov. Code, § 65852.26, subd. (a)(3).)
- F. Prior to issuance of a building permit for the accessory dwelling unit or junior accessory dwelling unit, the owner shall record a covenant in a form approved by the city to notify subsequent owners of the requirements of this chapter, as follows:
 - 1. For any junior accessory dwelling unit, the owner shall record a deed restriction, which shall run with the land, using a form to be provided by the city, memorializing the following:
 - a. The junior accessory dwelling unit shall not be sold or owned separately from the primary residence, and the property shall not be subdivided in any manner which would authorize such separate sale or ownership;
 - b. The junior accessory dwelling unit shall not exceed the size and attributes set forth in this chapter and Government Code Section 65852.22, including any future amendments thereto;
 - c. Should a property have both an ADU and JADU, either the primary residence or the junior accessory dwelling unit must be owner-occupied at all times as required by state law, unless the owner is another governmental agency, land trust, or housing organization. (Gov. Code, § 65852.22, subd. (a)(2).)
 - 2. Accessory dwelling units do not count toward the density requirements in the General Plan or zoning regulations. (Ord. 1242 §5, 2020)

17.12.050 Development standards.

The following standards apply to all accessory dwelling units.

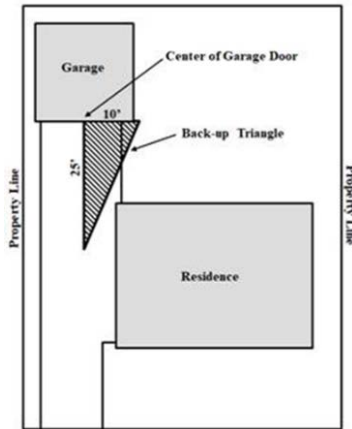
- A. An accessory dwelling unit with one or fewer bedrooms shall not be more than eight hundred fifty square feet in gross floor area and an accessory dwelling unit with two or more bedrooms shall not be more than one thousand square feet in gross floor area.
- B. The conversion of an existing accessory structure or a portion of the existing primary residence to an accessory dwelling unit is not subject to unit size requirements. However, any application that proposes to expand an accessory structure to create an accessory dwelling unit beyond 150 square feet would be subject to the size maximums outlined in State ADU Law and Chapter 17.12.
- C. A detached accessory dwelling unit shall be limited to a height of sixteen feet.
- D. A detached accessory dwelling unit shall be located behind the rear building line of the primary residence.
- E. The color, material and texture of the roof, exterior walls, fenestration, and architectural feature of an accessory dwelling unit shall be architecturally compatible with the primary dwelling unit and adjacent properties. The roof pitch of a second unit shall match the roof pitch of the primary dwelling unit.
- F. Setbacks for Detached Accessory Dwelling Units. The side-yard and rear-yard setback for detached accessory dwelling units shall be no less than three feet in accordance with the Uniform Building Code. Accessory units higher than one story shall provide side yard setbacks of four feet and rear yard setbacks of four feet. If any portion of an accessory dwelling unit is located in front of the main building, then the front and side yard setbacks shall be the same as a main building in the zoning district. Accessory dwelling units are not eligible for variances to setbacks.
- G. No setback shall be required for an existing structure that is converted to an accessory dwelling unit unless it is required to provide sufficient fire safety as required by the City Code.
- H. Setbacks for a newly constructed attached accessory dwelling unit shall meet the same setbacks as the main building in the zoning district or four feet, whichever is less.
- I. Notwithstanding the requirements and standards above, accessory dwelling units that meet all of the following criteria shall be permitted on all residential zoning districts on a lot with an existing single-family or multifamily residence:
 - 1. The accessory dwelling unit is contained within a legally constructed existing space (i.e., a fully enclosed area, including a garage) of the primary dwelling or accessory structure.
 - 2. There is an independent exterior access from the existing residence.
 - 3. Side and rear setbacks are sufficient for fire safety.
 - 4. All applicable building and safety codes are met. Only one accessory dwelling unit and one junior accessory dwelling unit will exist on the site.
- J. The following standards apply only to junior accessory dwelling units:
 - 1. A junior accessory dwelling unit shall not be more than five hundred square feet in size and contained entirely within an existing or proposed single-family structure.
 - 2. The entrance to a junior accessory dwelling unit must be separate from the main entrance to the structure.
 - 3. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

4. A junior accessory dwelling unit shall include an efficiency kitchen, which shall include all of the following:
 - a. A cooking facility with appliances.
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

17.12.060 Parking requirements.

- A. One parking space shall be provided on site for the accessory dwelling unit. The on-site parking space required for the accessory dwelling unit may be provided as covered, uncovered, or as tandem parking on an existing driveway.
- B. Exception. No additional parking space is required for an accessory dwelling unit if it meets any of the following conditions:
 1. The accessory dwelling unit is located within one-half mile walking distance of public transit. Public transit includes various means of transportation that charge set fees, run on fixed routes, and are available to the public. (Gov. Code, § 65852.2, subd. (j)(9).)
 2. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 3. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
 4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 5. When there is a car share vehicle located within one block of the accessory dwelling unit.
- C. Any onsite parking lost due to the conversion of a garage, carport or covered parking structure into an accessory dwelling unit cannot be replaced with off-street parking spaces (Gov. Code, § 65852.2, subd. (a)(1)(D)(xi).)
- D. An accessory dwelling unit shall share the driveway with the existing primary residence on the site. A second driveway shall only be allowed from an alley, if there is an alley that serves the subject site. (Ord. 1242 §5, 2020)
- E. No accessory building or structure shall block or otherwise prevent the entry of passenger vehicles to any garage. (Ord. 1089 §3, 2006; Ord. 822 §1, 1989)

Figure 17.12.060-A Back Up Triangle



17.12.070 Impact Fees

- A. Accessory dwelling units up to 750 square feet are exempt from impact fees; accessory dwelling units that are 750 square feet or larger may be charged impact fees but only such fees that are proportional in size (by square foot) to those for the primary dwelling unit. (Gov. Code, § 65852.2, subd. (f)(3).)
- B. ADUs converted from existing space and JADUs shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, unless constructed with a new single-family dwelling. The connection fee or capacity charge shall be proportionate to the burden of the proposed ADU, based on its square footage or plumbing fixtures as compared to the primary dwelling. ADU Law does not cover monthly charge fees. (Gov. Code, § 65852.2, subd. (f)(2).)

17.12.080 Enforcement

Upon application and approval, any enforcement action against a qualifying substandard ADU must be delayed for five years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency. (Gov. Code, § 65852.2, subd. (n); Health & Safety Code, § 17980.12).)

17.12.090 Exceptions

- A. Ministerial approval shall apply for building permit applications that satisfy the following standards.
 - 1. One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:
 - a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than one hundred fifty square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.
 - b. The space has exterior access from the proposed or existing single-family dwelling.
 - c. The side and rear setbacks are sufficient for fire and safety.
 - d. The junior accessory dwelling unit complies with the requirements of Section 65852.22.
 - 2. Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms,

passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

- a. One accessory dwelling unit within an existing multifamily dwelling is allowed up to twenty-five percent of the existing multifamily dwelling units.
 3. Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of sixteen feet and four-foot rear yard and side setbacks. (Ord. 1242 §5, 2020)
- B. An application for the creation of an ADU or JADU shall be deemed approved (not just subject to ministerial approval) if the local agency has not acted on the completed application within 60 days. (Gov. Code, § 65852.2, subd. (a)(3).)

17.12.100 Accessory Buildings

This section applies to accessory buildings *not* used for residential use.

- A. Generally: The location and use of accessory buildings or structures shall be governed by the following sections of this chapter. (Ord. 822 §1, 1989)
- B. Common walls: Where an accessory building or structure is attached to a main building by means of a common foundation, wall, roof or other means of attachment, the accessory building or structure shall be considered a portion of the main building and shall comply with all the regulations applicable to the main building. (Ord. 822 §1, 1989)
- C. Use:
1. An accessory building or structure shall not be used for any use not specifically permitted in the zone district in which the building or structure is located. No person shall occupy an accessory building or structure.
 2. An accessory building shall not include a kitchen, bedrooms, or shower/bathtub. (Ord. 1089 §2, 2006; Ord. 822 §1, 1989)
- D. Location and lot coverage in residential zones
1. The maximum size of an accessory building may not exceed 700 square feet.
 2. An accessory building or structure shall not be located within twenty feet of the front property line on interior lots or key lots. If the primary building or structure is setback more than twenty feet, the accessory building or structure shall not be located closer than the closest portion of the house to the front or side street property line.
 3. An accessory building or structure shall not be located within seventy-five feet of the front property line on corner lots or reversed corner lots.
 4. A detached accessory building or structure shall not cover more than thirty percent of the required rear yard.
- E. Setback for residential zones: No accessory building or structure in a residential zone shall be within three feet of a side or rear property line unless the accessory structure complies with the following construction standards:
1. The accessory structure is constructed with one-hour fire resistant material;
 2. All drainage from the accessory structure is captured and transported within the boundaries of the lot upon which the accessory structure is located; and

3. The accessory structure contains no doors, openings or windows on the side or sides of the structure within three feet of the side or rear property line. (Ord. 1089 §4, 2006; Ord. 822 §1, 1989)

Chapter 17.13 DENSITY BONUS

Sections

- 17.13.010** Intent and purpose.
- 17.13.020** Implementation.
- 17.13.030** Types of incentives allowed.
- 17.13.040** Requirements for density bonus projects.
- 17.13.050** Development standards.
- 17.13.060** Processing of density bonus requests.
- 17.13.070** Density bonus housing agreement.
- 17.13.080** Changes in State Density Bonus Laws.

17.13.010 Intent and purpose.

The purpose of this chapter is to provide incentives for the production of housing for very low income, lower income, moderate income, and senior households in accordance with Government Code Sections 65915—65918. In enacting this chapter, it is the intent of the city to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the housing element of the city's General Plan. (Ord. 1173 §1, 2014)

17.13.020 Implementation.

- A. The city shall grant a density bonus and incentives pursuant to 17.13.020-B and 17.13.020-C to an applicant who agrees to provide any of the following:

Table 17.13.020-A Density Bonus Implementation

Type of Units	Percent of Total Units (Minimum)
Very Low Income	5%
Lower Income	10%
Moderate Income Condominium	10% as defined by Civil Code Sections 1351(f) or (k)
Any senior development	Any

- B. In determining the number of density bonus units to be granted pursuant to this section, the density bonus for the site shall be computed as follows:

Table 17.13.020-B Maximum Allowable Density Bonus per Percent Increase in Units Made Affordable

Type of Household	Maximum Allowable Residential Density	Percent Increases in Units Made Affordable
Very Low Income	+20%	Each 1% increase (after 5%) = 2.5% density bonus increase, up to 50%
Lower Income	+16%	Each 1% increase (after 10%) = 1.5% density bonus increase, up to 50%
Moderate Income Condominium	+5%	Each 1% increase (after 10%) = 1% density bonus increase, up to 50%
100% Affordable Developments	+80%	NA

- Density Bonus for One-Hundred Percent Affordable Developments. Density bonuses are required to be provided for developments that contain one-hundred percent affordable units (out of total

units). These developments may have density bonuses up to eighty percent, provided that these developments result in a project cost reduction and that there are no adverse impacts on public health, safety, the environment, or historical properties that could be contrary to the law (AB 1763).

- a. If one-hundred percent affordable developments are located within a half (1/2) mile of major transit stop, the development is exempt from maximum controls on density (AB 1763).
2. Certain Donations of Land. When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to the city that satisfies the requirements of Government Code Section 65915(g), and complies with all procedural requirements of that subsection, including recordation of a deed restriction, the maximum allowable residential density for the site shall be increased by fifteen percent; provided, however, that for each one percent increase above the minimum percentage of land required to be donated pursuant to Government Code Section 65915(g), the density bonus shall be increased by one percent up to a maximum of fifty. This increase shall be in addition to any increase required by Section 17.13.020-A, up to a maximum combined density increase of fifty percent, if an applicant seeks both the increase required by this subsection and by Section 17.13.020-A.
3. All density calculations resulting in fractional units shall be rounded up to the next whole number. The density bonus shall not be included when determining the percentage of target units. When calculating the required number of target units, any resulting fraction of units shall be deleted.
4. Any development receiving a density bonus pursuant to 17.13 must reserve at least twenty percent of units for affordable housing. Eighty percent of units within the development must be consistent with the maximum rent level for developments that receive low-income tax credits from the California Tax Credit Allocation Committee (CTCAC).
- C. Number of Incentives. The applicant shall receive the following number of incentives or concessions:

Table 17.13.020-C Number of Incentives (AB 2345)

Number of Incentives	Percent of Total Units: Lower Income Households	Percent of Total Units: Very Low Income Households	Percent of Total Units: Condominium for Moderate Income Households
1	10%	5%	10%
2	17%	10%	20%
3	24%	15%	30%
4	100% Affordable Housing (may include up to 20% moderate income) (AB 1763)		

1. In cases where a density increase of more than the amount specified in Section 17.13.020-B is requested, the density increase, if granted, shall be considered an additional incentive.
2. Incentives provided, however, that these developments result in a project cost reduction and that there are no adverse impacts on public health, safety, the environment, or historical properties that could be contrary to the law.
- D. In cases where the developer agrees to construct a housing development that qualifies for a density bonus pursuant to Section 17.13.020-A, and that includes a childcare facility as defined in Government Code Section 65915(h)(4), the developer shall be entitled to either an additional density bonus that is an amount of square feet of residential space equal to or greater than the amount of square feet in the childcare facility, or an additional incentive described in Chapter 17.13, that contributes significantly to the economic feasibility of the construction of the childcare facility. Any such childcare facility shall comply with the following:

1. The childcare facility shall remain in operation for a period of time that is as long or longer than the period of time during which the density bonus units are required to remain affordable;
2. Of the children who attend the childcare facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income, pursuant to this chapter;
3. Notwithstanding the foregoing, the city shall not be required to provide a density bonus or incentive for a childcare facility when it is found, based upon substantial evidence, that the community has adequate childcare facilities. (Ord. 1173 §1, 2014)

17.13.030 Types of incentives allowed.

Incentives. If requested by the applicant, a qualifying project shall be entitled to the following incentives, the number of which shall be determined pursuant to Chapter 17.13.020, unless the city makes the written findings required by Government Code Section 65915(d)(1):

- A. Types of Incentives. Incentives may include, but are not limited to, any of the following:
 1. A reduction in site development standards which exceed the minimum building standards provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code. These may include, but are not limited to, one or more of the following:
 - a. Reduced minimum lot sizes and/or dimensions,
 - b. Reduced minimum lot setbacks,
 - c. Reduced minimum outdoor and/or private outdoor open space,
 - d. Increased maximum lot coverage,
 - e. Increased maximum building height
 - i. If development contains one-hundred percent affordable units and is located within a half (1/2) mile of major transit stop, the height of the development may exceed normal thresholds by up to thirty-three feet or three stories.
 2. Reduced on-site parking standards,
 3. Reduced minimum building separation requirements,
 4. Other site or construction conditions applicable to a residential development;
 5. Mixed-use zoning to allow the housing development to include nonresidential uses and/or allow the housing development to be within a nonresidential zone. Approval of mixed-use activities in conjunction with the housing development if other land uses will reduce the cost of the housing development, and the other land uses are compatible with the housing development and the existing or planned development in the area, and is consistent with the General Plan;
 6. Another regulatory incentive or concession proposed by the applicant and agreed to by the city, that results in identifiable, financially sufficient, and actual cost reductions. Permissible incentives include direct financial aid (e.g., CAL Home, or other Federal or State housing funding) in the form of a loan or a grant to subsidize or provide low interest financing for on- or off-site improvements, land, or construction costs;
 7. A density bonus of more than thirty-five percent;
 8. Waived, reduced, or deferred plan check, or construction permit. Impact fees (e.g., capital facilities, park, traffic, etc.) may not be imposed on affordable units in any Density Bonus development (AB 571).
- B. Requirements.
 1. Economic Feasibility. Any development incentive granted shall contribute to the economic feasibility of providing the target units.

2. Waivers or Modifications of Development Standards. In addition to any density bonus or incentives provided, an applicant may seek a waiver or modification of development standards that would physically preclude the construction of a housing development at the densities or with the incentives permitted by this chapter.
 - a. The applicant may request a meeting with city staff to discuss the applicant's proposal for reduced development standards. The city may not apply any development standard that would physically preclude the construction of a housing development at the densities or with the incentives permitted by this chapter. (Ord. 1173 §1, 2014)
 - b. Developments receiving maximum density waiver are only eligible for specified waiver or reduction of development standards unless city agrees to additional waiver or reduction of development standards (AB 1763).

17.13.040 Requirements for density bonus projects.

- A. The entry into and execution of the density bonus housing agreement shall be a condition of a discretionary planning permit (e.g., tract maps, parcel maps, site plans, planned development or conditional use permits) or a ministerial building permit for a housing development proposed pursuant to this chapter. The agreement shall be recorded at the applicant's cost as a restriction running with the land on the parcel or parcels on which the target units will be constructed.
- B. Target units shall remain restricted and be offered at affordable rents to the designated group for a period of fifty-five years for rental units (or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program), forty-four years for owner-occupied units, or otherwise as provided by law.
- C. In determining the maximum affordable rent or affordable sales price of target units, the following household and unit size assumptions shall be used, unless the housing development is subject to different assumptions imposed by other governmental regulations.

Table 17.13.040-A Household and Unit Size Assumptions

SRO (residential hotel) unit	75% of 1 person
Studio	1 person
1 bedroom	2 persons
2 bedroom	3 persons
3 bedroom	4 persons
4 bedroom	6 persons

- D. An applicant shall agree that the initial occupants of the moderate income units in the condominium project are persons and families of moderate income, as defined in Health and Safety Code Section 50093.
- E. Upon resale, the seller of the unit and the city shall share in the equity as follows:
 1. The seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation.
 2. The city shall re-capture any initial subsidy and its proportionate share of appreciation, which shall then be used within five years for any of the purposes described in Health and Safety Code Section 33334.2(e) that promote homeownership.
 3. For purposes of this subsection, the city's "proportionate share of appreciation" shall be equal to the ratio of the city's initial subsidy to the fair market value of the home at the time of the initial sale.

4. For purposes of this subsection, the city's "initial subsidy" shall be equal to the fair market value of the home at the time of the initial sale minus the initial sale price to the moderate income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of resale shall be used as the initial market value.
- F. All for-sale target units shall be occupied by their purchasers; no renting or subleasing shall be permitted. The purchaser shall remain on title as long as the purchaser owns the unit.
- G. The owner of a rental development shall submit annually, and within thirty days of occupancy of a target rental unit, a certificate of compliance, which shall include the name, address, and income of each tenant occupying the target unit.
- H. The owner of a rental development shall maintain and keep on file annual sworn and notarized income statements and current tax returns for all tenants occupying the target rental units.
- I. The owner of a rental development shall provide to the city any additional information required by the city to ensure the long-term affordability of the target units by eligible households.
- J. The city shall have the right to inspect the owner's project-related records at any reasonable time and shall be entitled to audit the owner's records once a year.
- K. The city may establish fees associated with the setting up and monitoring of target units. (Ord. 1173 §1, 2014)

17.13.050 Development standards.

- A. Target units shall be constructed concurrently with nonrestricted units unless both the city and the applicant agree within the density bonus housing agreement to an alternative schedule for development.
- B. Target units shall be built on-site wherever possible and when practical, be dispersed within the housing development. Where feasible, the number of bedrooms of the target units shall be equivalent to the bedroom mix of the nontarget units of the housing development, except that the developer may include a higher proportion of target units with more bedrooms. The design and appearance of the target units shall be compatible with the design of the total housing development. All housing developments shall comply with all applicable development standards, except those standards that may be modified as provided by this chapter. Deviations from these provisions may only be permitted as part of an approved density bonus housing agreement.
- C. Circumstances may arise in which the public interest would be served by allowing some or all of the target units associated with one housing development to be produced and operated at an alternative development site. Where the applicant and the city form an agreement, the resulting linked developments shall be considered a single housing development for purposes of this chapter. Under these circumstances, the applicant shall be subject to the same requirements of this chapter for the target units to be provided on the alternative site.
- D. Parking Requirements. Upon the request of the developer of a housing development qualifying for a density bonus pursuant to this chapter, the city shall permit vehicular parking ratios, inclusive of handicapped and guest parking, in accordance with the following standards:

Table 17.13.050-A Parking Allocation per Number of Bedrooms

Number of Bedrooms	Required Parking Space Allocation
0-1	1 space (onsite)
2-3	1.5 spaces (onsite)
4+	2.5 spaces
Supportive or special needs housing	Not subject to parking requirements

1. If the total number of parking spaces required for a housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subsection, a housing development may provide “on-site parking” through tandem parking or uncovered parking, but not through on-street parking. (Ord. 1173 §1, 2014)

E. Parking Requirements – Special Cases (AB 2345):

Table 17.13.050-B Parking Allocation per Type of Development and Access to Transit

Type of Development	Proximity to Transit	Required Parking Space Allocation
Affordable housing development with at least 11% of units for very low income or 20% of units for low income (calculated off of base density)	½ mile (unobstructed) to a major transit stop	0.5 spaces per unit
100% affordable developments (lower income households)	½ mile (unobstructed)	No parking standards can be imposed
Development for individuals 62+ years complying with Sections 51.2 and 51.3 of the Civil Code	½ mile (unobstructed) to a fixed bus route running no less than 8 times a day or paratransit service	0.5 spaces per unit
Affordable housing development (lower income) that is special needs or supportive housing	½ mile (unobstructed) to a fixed bus route running no less than 8 times a day or paratransit service	No parking standards can be imposed

17.13.060 Processing of density bonus requests.

An application for a density bonus pursuant to this chapter shall be processed as part of the application for a housing development. An application for a housing development shall not be determined “complete” for purposes of Government Code Section 65920, et seq., unless and until the city council has given preliminary approval of the form and content of a density bonus housing agreement, which complies with the provisions of this chapter. The process for obtaining preliminary approval of the density bonus shall be as follows:

- A. Filing. An applicant proposing a housing development pursuant to this chapter shall submit an application for a density bonus as part of the submittal of any formal request for approval of a housing development. The application, whether a pre-application or a formal application, shall include:
 1. A brief description of the proposed housing development, including the total number of units, target units, and density bonus units proposed;
 2. The zoning and General Plan designations and assessor’s parcel number(s) of the project site;
 3. A vicinity map and preliminary site plan, drawn to scale, including building footprints, driveways, and parking layout; and
 4. The number and nature of the incentives requested pursuant to this chapter.
- B. Review of Density Bonus Request.
 1. Within ninety days of receipt of the application for a density bonus and a housing development, the city shall provide to an applicant a letter, which identifies project issues of concern, and the procedures for compliance with this chapter.

2. If additional incentives are requested, the director of community development shall inform the applicant that the requested additional incentives shall or shall not be recommended for consideration with the proposed housing development, or that alternative or modified incentives shall be recommended for consideration in lieu of the requested incentives. If the director of community development recommends alternative or modified incentives, the recommendation shall establish how the alternative or modified incentives can be expected to have an equivalent affordability effect as the requested incentives.
- C. Approval. The city shall approve a density bonus and requested incentives in conjunction with a discretionary planning permit or ministerial building permit for a housing development if the application complies with the provisions of this chapter. The execution and recordation of the density bonus housing agreement shall be a condition of approval of the discretionary planning permit or ministerial building permit. (Ord. 1173 §1, 2014)

17.13.070 Density bonus housing agreement.

- A. The terms of the draft density bonus housing agreement (the “agreement”) shall be reviewed and revised as appropriate by the director of community development and the city attorney who shall formulate a recommendation to the planning commission for review and the city council for final approval.
- B. Following execution of the agreement by the applicant and the city, the completed agreement, or memorandum thereof, shall be recorded. The conditions contained in the agreement shall be filed and recorded on the parcel or parcels designated for the construction of target units as a condition of final map approval, or, where a map is not being processed, prior to issuance of building permits for such parcels or units. The agreement shall be binding upon all future owners and successors-in-interest for this property, which is the subject of the housing development application.
- C. At a minimum, the agreement shall include the following:
 1. The total number of units proposed within the housing development, including the number of target units;
 2. A description of the household income group to be accommodated by the housing development, and the standards for determining the corresponding affordable rent or affordable sales price and housing cost;
 3. The location, unit sizes (square feet) and number of bedrooms of target units;
 4. Tenure of use restrictions for target units per the period of time outlined in Section 17.13.050-B;
 5. A schedule for completion and occupancy of target units;
 6. A description of any additional incentive being provided by the city;
 7. A description of remedies for breach of the agreement by either party (the city may identify tenants or qualified purchasers as third party beneficiaries under the agreement); and
 8. Other provisions to ensure implementation and compliance with this chapter.
- D. In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of target units during the applicable use restriction period:
 1. Target units shall, upon initial sale, be sold to and occupied by eligible very low, lower, or in the case of a condominium, moderate income households at an affordable sales price and housing cost, or to qualified senior citizen residents (i.e., maintained as senior citizen housing) or to qualified veteran housing residents.
 2. The initial purchaser of each target unit shall execute an instrument or agreement, approved by the city attorney, restricting the sale of the target unit in accordance with this chapter during the applicable use restriction period. Such instrument or agreement shall be recorded against the

parcel containing the target unit and shall contain provisions as the city may require to ensure continued compliance with this chapter and the State Density Bonus Law.

- E. In the case of rental housing developments, the agreement shall provide for the following conditions governing the use of target units during the use restriction period:
1. The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies and the proper management and maintenance of target units for qualified tenants;
 2. Provisions requiring owners to verify tenant incomes and maintain books and records to demonstrate compliance with this chapter; and
 3. Provisions requiring owners to submit an annual report to the city, which includes the name, address and income of each person occupying target units, and which identifies the bedroom size and monthly rent or cost of each target unit. (Ord. 1173 §1, 2014)

17.13.080 Changes in State Density Bonus Laws.

It is the intent of the city council that the provisions of this chapter shall be interpreted so as to fulfill the requirements of Government Code Section 65915 et seq., notwithstanding changes in state laws revising percentages, numerical thresholds and/or other standards applicable to the granting of density bonuses or related incentives that may occur after the effective date of the ordinance codified in this chapter. Accordingly, it is the further intent of the city council that any such changed percentages, numerical thresholds or other standards shall be deemed to supersede and govern any conflicting percentages, numerical thresholds or other standards contained in this chapter, to the maximum extent permitted by law. (Ord. 1173 §1, 2014)

Chapter 17.14

OBJECTIVE DESIGN STANDARDS

Sections

- 17.14.010 Intent and purpose.**
- 17.14.020 Applicability.**
- 17.14.030 Site design.**
- 17.14.040 Massing and form.**
- 17.14.050 Entries and ground-level experience.**
- 17.14.060 Landscaping and open space.**
- 17.14.070 Parking and access.**
- 17.14.080 Exterior and outdoor elements.**
- 17.14.090 Façade and detailing.**
- 17.14.100 Building equipment and service areas.**
- 17.14.110 Artistic elements.**

17.14.010 Intent and purpose.

The purpose of the Objective Design Standards is to provide architectural and design requirements aimed at streamlining the approval process for qualifying multi-unit residential developments. The Objective Design Standards are intended to support a high-quality and desirable character for South El Monte.

17.14.020 Applicability.

The Objective Design Standards only apply to qualifying multifamily and mixed-use projects unless specifically stated otherwise in this chapter. These qualifying projects are located on a site that is zoned for residential use (R-1, R-2, and R-3), commercial-residential use (C-R), or on a site that has a General Plan designation allowing residential use or a mix of residential and non-residential uses. These qualifying projects are defined as “Projects” in this chapter.

These standards serve as the minimum requirements and are mandatory for Projects with at least two-thirds of the square footage of the development designated for residential use for which a streamlined approval process is requested pursuant to State law per Government Code Section 65913.4. These standards shall supplement and be in addition to other objective standards within the zoning district in which the Project is located. In the event of any inconsistency between these standards and other provisions established by South El Monte’s Zoning Ordinance (Municipal Code, Title 17), these standards shall prevail.

17.14.030 Site design.

A. Neighborhood compatibility

1. Projects located in single-family residential areas shall orient entrances, patios, and landscaping to the street. Residential uses and activities may be located near other residential uses.
2. Projects located in the commercial-residential zone (C-R) shall orient all ground floor commercial and residential uses to the street, plazas, or parks to encourage public activity.

3. Projects adjacent to single-family residential areas and industrial areas shall install solid masonry walls and landscaping at the adjoining property line in compliance with required setbacks.
4. Uses that may generate noise levels over sixty (60) dB shall have primary entries, window openings, and permitted outdoor uses front commercial streets and away from residential uses.
5. Projects located adjacent to industrial uses that may generate noise over sixty (60) dB shall have primary entries, window openings, and permitted outdoor uses front commercial streets and away from industrial uses.

B. Transit connections

1. Driveways shall not be located directly adjacent to bus stops to avoid conflicts between buses and vehicles entering or exiting the parking area.
2. Projects adjacent to a transit stop shall provide a direct connection between the transit stop and any pedestrian and bicycle entrances via walkways, paseos, sidewalks, or any other path of travel uninterrupted by a driveway or parking area.

17.14.040 Massing and form.

A. Massing

1. Multi-unit residential-only projects shall have massing breaks at least every thirty feet along any street frontage using varying setbacks, vertical recesses up to three feet deep and four feet wide, or recessed building entrances. Massing breaks shall be at least two feet deep and extend the full height of the building.
2. Mixed-use projects must distinguish non-residential uses at the ground floor from the upper stories by having massing breaks at least every sixty feet along any street frontage above the podium level using varying setbacks, vertical recesses up to three feet deep and four feet wide, or recessed building entrances. Massing breaks shall be at least two feet deep and extend the full height of the building.

B. Setbacks

1. Projects shall comply with the setbacks listed in the zoning district in addition to the requirements of this section.
2. Setbacks for ground-floor residential units along street frontages shall not exceed ten feet. The setback area shall include street trees and understory plantings.
3. Projects located in commercial-residential zones with ground-floor non-residential uses shall have a minimum of seventy percent of building frontage constructed to the front property line with a zero-foot front yard setback.

C. Materials

1. Exterior building façades shall be constructed of stucco, fiber cement, masonry, architectural concrete masonry units, pre-cast concrete, rock, wood, or simulated wood siding. All buildings shall have an integrated color or painted exterior.

2. For projects that have a mix of affordable units and market-rate units, exterior materials and details shall be the same for both such that the units are not distinguishable.

D. Single Family Additions and Accessory Structures Design

1. New roofs shall be similar in form, pitch, slope and material with the existing permitted house.
2. Architectural design shall match style, form, color and material of the existing permitted house and extend to all the exterior portions of the structure that are visible to the public right-of-way and/or visible from adjacent properties. Portions not visible shall incorporate complementary elements.
3. Front Entry Orientation. New architecture, front additions altering the entrance of the dwelling, and remodels altering the entrance of the dwelling shall be designed with the front door oriented towards the street.

17.14.050 Entries and ground-level experience.

A. Orientation and dimensions

1. Building frontages shall be oriented towards the street with clearly defined entrances. Residential and commercial entrances must be clearly differentiated.
2. Projects in commercial-residential zones with ground floor commercial and retail shall provide direct access from and to the street.

B. Corner Cutoff entries

1. Mixed-use projects shall provide a ten-foot minimum corner cutoff at intersections to maintain visibility
2. Mixed-use projects with a corner cutoff shall have an entrance to the building from this area. Corner cutoff areas can include features such as benches, public art, signage, or lighting. Anything constructed or installed within the corner cutoff area may not exceed 42-inches in height

C. Residential access

1. For buildings with ground floor residential units with street frontage, entrances shall be clearly defined and directly accessible from the public sidewalk. For units that do not face the street, entrances may face a forecourt with at least the primary building entrance having access to the public sidewalk.
2. Individual residential unit entrances located on the ground floor shall be elevated between two and three feet above grade to provide adequate separation from the public street while preserving a visual connection. Accessibility requirements may be met with an at-grade main entrance to the building and unit entries from the building interior.
3. A minimum three-foot deep transition space must be provided between ground floor individual residential unit entrances and the street.

17.14.060 Landscaping and open space.

A. Landscaping

1. All common space areas, building entries, and pedestrian walkways shall be landscaped with defined edges.
 2. Projects in residential zones shall have landscaped pedestrian walkways with shade trees at intervals of thirty feet. At least fifty percent of street trees shall be deciduous trees to shade walkways in summer and allow for the sun in winter.
 3. Projects with residential uses on the ground floor shall provide landscaping along the street frontage to create a buffer between the sidewalk and the residential units. The landscaped setback shall not be less than three feet.
 4. For projects in commercial-residential zones, a tree canopy shall be provided along the street frontage by installing shade trees at intervals of thirty feet or less.
 5. Landscape accent lighting shall not exceed 18 inches in height.
- B. Landscaping in parking areas
1. Landscaping shall be included in all parking lots and include drought-tolerant plantings that can thrive in an urban setting and be resilient to changing climate conditions, permeable pavers, and permanent water-efficient irrigation systems.
 2. One shade canopy tree shall be included for every seven parking spaces and shall be placed within the parking lot envelope. The trees shall be dispersed throughout the parking lot.
 3. Solid plant hedges shall be designed and maintained to screen vehicles from view from the street to a minimum height of three feet.
- C. Trees
1. Tree species for projects located in residential and commercial-residential zones shall be selected in accordance with the City of South El Monte Tree Policy.
- D. Common Open Space
1. All portions of all common open space shall be accessible to all tenants.
 2. Projects shall provide a minimum of four hundred square feet of ground level common open space per dwelling.
 3. For projects with five or more units, no less than fifty percent of the required ground level common open space shall consist of at least one amenity from the following options:
- E. Active recreational facilities, such as sports fields, sports courts, or areas for recreational/exercise equipment.
- F. Passive recreational facilities, such as paseos, plazas, or shaded gathering areas.
- G. Community gardens.
- H. Playgrounds or tot lots with a minimum of three structured play modules and a seating area.
- I. Lounge or reading area.

17.14.070 Parking and access.

A. Parking requirements

1. Parking requirements for multi-unit and mixed-use projects shall conform with the standards established in 17.16(Off-street parking requirements).

B. Location and access

1. Parking spaces (including structures) shall not occupy more than fifteen percent of the site frontage and shall be integrated into the design of the development. Parking may be placed behind buildings and/or on the interior of blocks to reduce visual prominence.
2. Parking areas along side or private streets shall occupy less than forty percent of the site frontage.
3. If multiple driveways are provided along the street frontage, they shall be at least sixty feet apart measured from the internal edges to reduce impacts of on-street parking capacity and minimize pedestrian and vehicular conflicts.
4. Projects in commercial-residential zones shall have parking and garage entrances with an architectural style that is consistent with the rest of the project.
5. Clearly defined pedestrian and bicycle access shall be provided and shall be accessible from the public street. All access points shall be a minimum of five feet in width and shall be unobstructed and conveniently accessible by walks, steps, or stepped ramps.

C. Screening

1. Parking shall be screened from street frontage by building placement, architectural elements, landscaping, planted fence, topography, or some combination of these elements. Landscaping used for screening purposes shall be no more than forty-two inches tall.
2. Parking behind buildings shall be screened on all sides from adjacent residential zones and adjacent streets by a six-foot-high wall to avoid headlight impacts to adjoining properties. A five-foot-wide landscape buffer (from the back of the sidewalk or street curb to the parking lot paving) may be used for screening purposes.
3. Parking screening shall be continuous, broken only for access driveways and walkways.
4. Architectural elements used for screening purposes shall be three feet tall and shall utilize the same materials, colors, and lighting fixtures as the site or building, or include a mural.
5. For mixed-use projects, parking along the frontage street shall be wrapped with a linear space for retail, commercial, or residential uses.

D. Parking Structures

1. Parking structures shall be consistent with the articulation and design of the building façade. Screening elements shall incorporate faux building façades and/or artistic elements along the full length of the façade.

2. Glare-free, dark-sky compliant fixtures shall be utilized to prevent uneven light distribution and trespass or glare outside the structure or property line.

E. Long-term bicycle parking

1. Long-term bicycle parking is defined in 17.03 as bicycle parking designed for residents, employees, students, public transit users, and others that need to park their bicycles for several hours or more that provides security and weather protection.
2. Multi-unit projects shall provide one long-term bicycle parking/storage space for every two units.
3. Long-term bicycle parking shall be located on the ground floor or first level of a parking structure in a secured location within proximity to the public street.
4. Bicycle spaces shall not be located within required storage areas for the building; however, they may be located in common areas with direct access to the street.
5. Each required bicycle parking space shall be accessible without moving another bicycle.

F. Short-term bicycle parking

1. Short-term bicycle parking is defined in 17.03 as bicycle parking where bicycles are left for two hours or less, such as bicycle racks.
2. Projects shall provide one short-term bicycle parking space for every ten parking spaces.
3. Bicycle parking facilities shall be placed to include a three-foot buffer on all sides of a bicycle rack to accommodate a standard bicycle parked on-center to not interfere with pedestrian and vehicular access.
4. Each required bicycle parking space shall be accessible without moving another bicycle.
5. Bicycle parking facilities shall be in well-lit and convenient areas on private property within fifty feet of the main entrance to the building.

17.14.080 Exterior and outdoor elements.

A. Lighting

1. All walkways, steps, parking areas, driveways, onsite streets, and other facilities shall be illuminated to ensure safe and convenient nighttime use.
2. All lighting fixtures shall be fully shielded and directed downward to direct light to fall on the same premises upon which the light is located and prevent light from entering habitable rooms and enclosures, or from spilling onto adjacent properties.
3. Freestanding lighting shall be a maximum height of eight feet, and architecturally compatible with the architecture of the subject site.
4. All bicycle parking and storage areas shall be illuminated.

B. Fence and wall standards

1. Residential fence and walls standards are found in Sections 17.05.080.
2. Fences shall be constructed of vinyl, decorative iron, or welded steel. Barbed wire, electrified fence, chain link, and razor wire are prohibited.
3. All fences along a public street shall be constructed of masonry, decorative iron or welded steel.
4. Masonry walls are allowed and shall conform to the requirements of the California Building Code and will require a building permit.

17.14.090 Façade and detailing.

A. Articulation

1. Residential projects with street-facing façades greater than fifty feet long shall incorporate two or more of the following variations in the building frontage:
- B.** Changes in material or color every thirty feet or less. Upper stories shall exhibit a lighter character than the base.
- C.** Cornices that project no more than two feet into the public right-of-way (second floor and up).
- D.** Window bays or other projecting windows that encroach no more than two feet into the public right-of-way every thirty feet or less.
- E.** Above-ground balconies that encroach no more than two feet into the public right-of-way every thirty feet or less.
- F.** Projections or recesses, such as porches, steps, entryway doors, or similar architectural elements, that may project up to six feet into the minimum front yard setback area to define the primary entrances of the building.
- G.** Changes in height of the building of at least four feet for projects with two or more stories.
- a. Mixed-use projects in commercial-residential zones shall have articulated street-facing façades for at least eighty percent of each façade length. Other façades shall be articulated for at least sixty percent of the façade length. Street-facing facades shall include at least one of the following variations:
- H.** Changes in material from the remainder of the façade.
- I.** Horizontal design features, such as water tables, belt courses, or belly bands to transition to the upper stories.
1. Ground floor height
 - a. Mixed-use projects in commercial-residential zones with ground floor non-residential uses shall have a minimum ground floor ceiling height of fourteen feet.
 2. Windows
 - a. Residential uses along street frontages shall have clear glass windows or doors of at least thirty percent transparency.

- b. Mixed-use projects with retail and office uses along street frontages shall have windows and doors of a minimum of sixty percent transparency to provide views into the building. Views into the building shall not be blocked by shelving or displays.

3. Accessory structures

- a. Accessory structures shall match the residential development by using the same roof form, overhangs, trims, windows, and colors.

17.14.100 Building equipment and service areas.

1. Mechanical equipment

- a. Screening for both ground-level and roof-mounted mechanical equipment shall be consistent with the design of the building.
- b. All mechanical equipment, including heating/air conditioning units, transformer, terminal boxes, meter cabinets, pedestals, and ducts, located at ground level shall be screened from view from streets, parks, gathering areas, and building entries using noncombustible screenings. Screenings are subject to all yard and setback regulations and shall exceed all mechanical equipment by one foot in height.
- c. Elevator housing and mechanical equipment located on the roof of the building shall be screened from view behind a full or partial penthouse with walls and roofs that have the same construction and appearance of the building served by the equipment.

2. Utility connections

- a. All utility connections shall be designed to be consistent with the architectural elements of the site so as not to be exposed except where necessary. Pad-mounted transformers and/or meter box locations shall be included in the site plan and must be screened from view through the use of landscaping or other architectural elements.
- b. All new and existing utility connections within the boundaries of the project shall be placed underground.

3. Refuse and recycling enclosures

- a. Standards for refuse enclosures are found in Sections 17.05.120 and 17.07.040.

4. Laundry facilities

- a. Standards for laundry facilities for multi-unit projects are found in Section 17.07.060 (Additional development standards).

5. Storage facilities

- a. Projects shall be provided with a minimum of one hundred and fifty-cubic feet for storage space per dwelling unit plus fifty-cubic feet for each additional bedroom more than one. Bedroom closets and cubic feet utilized by mechanical equipment shall not be included in the cubic feet requirement.

- b. Outdoor storage areas shall be located to the rear of a building and enclosed by solid decorative masonry walls and view-obstructing gates, both to be not less than 5.5 feet in height to adequately screen such areas from view.
- c. Mixed-used projects shall provide a minimum of ninety cubic feet of private storage space for each residential dwelling unit outside such unit unless a private attached garage, serving only the dwelling unit, is provided. Such private storage space shall have a minimum horizontal surface area of twenty-four square feet and shall be fully enclosed and lockable. (Ord. 1161 §1, 2012)

17.14.110 Artistic elements.

- 1. Public Art
 - a. Integrate permanent art into common open spaces and gathering areas in all projects.
- 2. Limitation on Blank Walls
 - a. Decorative features and artwork, including but not limited to decorative ironwork and grilles, decorative panels, mosaics, or relief sculptures are allowed as features to break continuous blank walls.
 - b. A permanent vertical trellis with climbing plants or plant materials is allowed.

Chapter 17.15 ADVERTISING SIGNS

Sections

- 17.15.010 Intent and purpose.**
- 17.15.020 Policy.**
- 17.15.030 Sign approval and permits required.**
- 17.15.040 Corrections and stoppage of work.**
- 17.15.050 Revocation of sign permits.**
- 17.15.060 General sign provision.**
- 17.15.070 Sign uses.**
- 17.15.080 Nonconforming signs.**
- 17.15.090 Regulation of off-site signs.**
- 17.15.100 Modification of standards.**
- 17.15.110 Appeals.**

17.15.010 Intent and purpose.

The intent and purpose of this section is to regulate signage area, sign height, sign types and sign design. These regulations are designed to protect the general welfare of the residents of the city by permitting signs which are both functional and aesthetically attractive and which enhance the commercial and industrial areas of the city. (Ord. 822 §1, 1989)

17.15.020 Policy.

The policy of the city with regard to signs and sign structures shall be: to recognize that advertising, including signs, is an integral part of the commercial life of the city; to recognize that aesthetics of the streetscape may be a source of community pride; to encourage those signs which make a positive contribution to aesthetics; to eliminate those signs which detract from the appearance of the city or of the neighborhood in which they are located and to vigorously enforce the provisions of these regulations. (Ord. 822 §1, 1989)

17.15.030 Sign approval and permits required.

It is unlawful for any person, firm, organization, or corporation to authorize, erect, construct, maintain, move, alter, attach, change, place, or suspend any sign within the city without first obtaining a written permit to do so from the building official and from the department of planning and community development, except that no such permit shall be required to maintain a sign legally in existence on the date of adoption of these regulations. Such permit shall not be issued until approval of such sign or signs is granted by the department of planning and community development or if required by the planning commission.

17.15.040 Corrections and stoppage of work.

It is unlawful for any person, firm, organization, or corporation to authorize, erect, construct, maintain, move, alter, attach, change, place, or suspend any sign within the city without first obtaining a written permit to do so from the building official and from the department of planning and community development, except that no such permit shall be required to maintain a sign legally in existence on the date of adoption of these regulations. Such permit shall not be issued until approval of such sign or signs is granted by the department of planning and community development or if required by the planning commission.

- A. Application for Sign Approval. When signs are to be considered in conjunction with new construction or development, which in itself is subject either to site plan review or conditional use permit approval, the sign shall be considered as a part of this review. Requests for signs other than as a part of an overall project or development shall be submitted to the planning and community development department on forms prescribed by the department and accompanied by a fee established by resolution of the city council. The application shall be accompanied by three copies of a plot plan showing the following information:
1. The position of the sign or other advertising structure in relationship to the adjacent buildings or structure;
 2. The design and size, structural details and calculations as required by the Uniform Sign Code or the building code, and the proposed location of the sign or sign structure;
 3. The location, size and dimensions of all signs existing on the premises at the time of the filing of the application.
- B. Sign Approval. Upon evaluation of the application, and after consultation with the applicant or his or her contractor, the director of planning and community development, or his or her designee, shall approve the application, disapprove the application, or approve the application with conditions. If the applicant disagrees with the decision of the director, or his or her designee, the applicant may appeal, at no cost, to the planning commission in accordance with provisions of Section 17.03.130 of these regulations. (Ord. 963 §33, 1995; Ord. 822 §1, 1989)

17.15.050 Revocation of sign permits.

The granting of a sign permit shall not prevent the director of planning or his or her designee from thereafter requiring the correction of errors in the work or from preventing further operations being carried out when such work or operations are in violation of the provisions of this section or the conditions of the sign permit. (Ord. 963 §34, 1995; Ord. 822 §1, 1989)

17.15.060 General sign provision.

The provisions of this section shall not apply to the following signs, nor shall the area of each sign be included in the area of signs permitted for any lot, building or use:

- A. Sign Maintenance.
1. All signs, together with their supports and appurtenances, shall be kept in a proper state of repair. The display surface of all signs shall be kept neatly painted or posted. The building official may order the repair or removal of any sign that is not maintained in accordance with the provisions of these regulations.
 2. All signs and advertising structures which are constructed on property lines, or within five feet thereof, shall have a smooth surface. No nails, tacks or wires shall protrude, except for electrical reflectors and devices which extend over the top and in front of the advertising structure.
- B. Signs at Intersections. No on-site advertising display or portion thereof shall be erected or maintained at the intersection of any public or private street within a triangular area formed by a line connecting points forty feet from the intersection of the projected street property lines. No sign shall be placed in such a location as to interfere with, obstruct the view of, or be confused with any authorized traffic sign or signal.
- C. Obstruction of Passage. No sign or sign structure shall be erected in such a manner that any portion of its surface or supports will interfere in any way with the free use of a fire escape, exit or standpipe. No sign shall obstruct any window to such an extent that light or ventilation is reduced to a point below that required by any law, code or ordinance.
- D. Signs on Public Property. Signs on public property or within the public right-of-way shall be prohibited unless otherwise authorized by these regulations.
- E. Signs on Curbs, Streets or Street Signs. No person shall paint, mark, paste, fasten, or in any manner affix or cause to be painted, marked, pasted, fastened, or any manner affixed to or on the curb, street, sidewalk, street sign post, or to or on any sign erected for the purpose of directing or warning traffic, or to or on any telephone, telegraph or electric light pole, or to or on any tree or shrub in any park, public street, alley, parkway or sidewalk any sign, poster, or advertisement of any kind without first obtaining written approval of the city council to do so. Nothing in this section shall be construed as to prohibit the posting of official signs by any department of the city, county, state or federal government, or to the posting of legal notices in the place or manner prescribed by law. (Ord. 963 §36, 1995; Ord. 822 §1, 1989)

17.15.070 Signs uses.

Table 17.15.070-A Approval and Permit Requirements per Sign Type – All Zones

Sign/Use Type	Approval & Permit Requirements
Signs not exceeding one square foot in area, erected for convenience of the public such as signs identifying restrooms, public telephones, walkways and similar features or facilities	E
Memorial signs or tablets, names of buildings and dates of erection, when cut into the surface of the façade of the building or when projecting no more than two inches from the face of the building	E
Traffic or other municipal signs (signs required by law), railroad crossing signs, legal notices, and such temporary advertising signs as may be authorized by the city council	E
Signs of public utility companies indicating danger or which serve to aid the public safety or which show the location of underground facilities or public telephones	E

Directional signs not exceeding three square feet in area, erected to aid the public in locating entrances to buildings, business or parking areas	E
Newspaper stands, provided the sign area does not exceed six square feet	E
One real estate sign per lot frontage, provided such sign meets the provisions of Section 17.15.060	E
House numbers, nonilluminated or directly illuminated, "no trespassing," "no parking" and similar warning signs located on the lot to which the sign is appurtenant and provided that the sign does not exceed four square feet in area, one nonilluminated or directly illuminated name-plate, not exceeding one square foot in area for each dwelling unit, provided, that in the case of multiple dwellings, the total allowable area of such nameplates shall not exceed one square foot per dwelling unit, and provided further, that no sign identifying an occupation or business conducted on the premises shall be permitted	E
Signs located in the interior of any building or within an enclosed court or lobby of any building or group of buildings which signs are designed and located to be viewed exclusively from within the building, court or lobby	E
Window signs in all commercial and manufacturing zones, when placed within the inside of the window and not obscuring more than twenty-five percent of the total window area	E
Wind signs (banners, pennants, etc.) in all commercial and manufacturing zones during a thirty-day period following the initial or grand opening of a store or business, or for a period or periods not to exceed thirty aggregate days per year for sales or promotional purposes	E
Governmental or other legally required posters, notices or signs	P – All Zones
Real estate signs provided that: • Only one such sign is displayed per street frontage on the property to which it refers, • No sign shall exceed three square feet in residential areas or twelve square feet in industrial and commercial areas, • If freestanding, such sign shall not exceed six feet in overall height and shall be placed a minimum of five feet inside the property line, • Vacant parcels containing five or more acres in area may be allowed one real estate sign for each one hundred fifty feet of street frontage. Such sign shall not exceed twenty square feet in area, nor be higher than eight feet above grade	P – All Zones
The American flag, state flag, governmental flags or emblems or flags of nonprofit organizations or of the owner or tenant of the site. The height of such flags is subject to height restrictions applicable to freestanding signs	P – All Zones
One contractor's sign on each street frontage of any construction site which will serve to identify the enterprises engaged in work on the project, or to announce intended or pro-posed future uses of the property. In the case of identification signs, a building permit shall have been issued prior to the issuance of the sign approval. In the case of signs announcing future uses, a building permit shall obtained not later than one year from the date of issuance of the sign permit. Such signs shall conform to the following conditions: • Each enterprise or future use identified may be allowed up to twenty-four square feet of sign area, provided, that the total sign area shall not exceed one hundred twenty square feet, unless legally required to do so by government contract, • No sign shall exceed eight feet in overall height, • No sign shall be located nearer than five feet to any property line, • Such sign may be either integral to a building or affixed to or in the ground,	P – All Zones

• Such signs shall be removed at the termination of the construction and commencement of the use of the improvement, or at the expiration of the building permit whichever is sooner	
Political Signs. Unless otherwise provided in this section, political signs shall be regulated solely by the provisions of this section. • Temporary political signs may be erected on private property in any zone during the period beginning with the first date a declaration of candidacy may be filed in connection with any election or from the time a notice of intention to circulate an initiative or referendum petition is filed with the appropriate legal officer until five days following the subsequent election or, in the case of an initiative or referendum, ten days following the date upon which such petitions are deemed invalid by the proper officer, • Such political signs are subject to the following conditions: • No permitted political sign shall exceed sixteen square feet in sign area, • The total allowable sign area of all signs located on any single lot or parcel may not exceed sixty-four square feet, provided, that one sign with a sign area not to exceed sixteen square feet per candidate may be placed on any parcel or lot, • No political sign may be placed on any public property or public right-of-way, • The city may remove any political sign or signs not complying with this section forty-eight hours following notification to the property owner of the city's intention to remove the sign or signs not in compliance. The city may have any political signs located in any public right-of-way immediately removed. Signs removed by the city may be claimed by the candidate, political committee or owner of the sign at any time following removal upon paying a service fee for the cost of removal as follows: • Fifty cents for each temporary political sign, up to and including four square feet in area, • One dollar for each temporary political sign exceeding four square feet in area, • A figure equal to the city's costs of removal for all other political signs.	P – All Zones
Off-site signs (billboards), except as provided in Section 17.15.090	X – All Zones
Roof signs	X – All Zones
Signs extending above the roof line of any building	X – All Zones
Any sign, including the illumination thereof, which is animated or designed or operated so as to flash, scintillate, or in any way simulate motion or emit sound other than: • Time and temperature signs (public service signs) • Barber pole signs • Public service reader boards	X – All Zones
Revolving signs	X – All Zones
Portable signs, except as otherwise provided in these regulations	X – All Zones
Vehicle advertising displays other than those painted on or permanently affixed to public transportation vehicles used regularly in a business to which the sign pertains. No vehicle shall be parked in any parking area or public or private street for the purpose of displaying a sign	X – All Zones
Signs, which by color, wording, design, location or illumination resemble or conflict with any traffic-control device, or which interfere with the safe and efficient flow of traffic	X – All Zones
No sign in which a live animal or human being is included as a part of the advertising display shall be permitted	X – All Zones

No word, statement, or symbol of an obscene or immoral nature, or any picture, illustration or other depiction of the human body or any feature thereof in such detail as to offend the public morals or decency shall be permitted	X – All Zones
Signs, which because of location or physical characteristics are determined to be detrimental to the public health, safety or welfare	X – All Zones
Inflatable advertising devices	X – All Zones
Neighborhood Identification Signs. Two nonilluminated neighborhood identification signs, each not exceeding an area of ten square feet nor a height of six feet, shall be permitted at each entry point in connection with any residential neighborhood	P - Residential
Building Identification. One permanent wall sign, identifying the building, and not exceeding an area of twenty square feet, shall be permitted for each multifamily building of between three and ten units	P - Residential
Any sign advertising a home occupation	X - Residential
Exterior lighted signs	X - Residential
A. Freestanding Signs. 1. One freestanding sign shall be permitted for each three hundred lineal feet of street frontage or fraction thereof. 2. Sign Area. One square foot of sign area for each lineal foot of street frontage up to a maximum of one hundred square feet. 3. Sign Height. No sign shall exceed twenty feet in height which shall be measured from average grade. 4. Placement. No freestanding sign shall be placed in such a manner as to create a hazard or so as to eliminate any required parking. 5. No freestanding sign shall encroach into a public right-of-way.	P - Commercial and Manufacturing
B. Wall Signs. 1. Sign Area. A sign area of one and one-half square feet for each lineal foot of building frontage shall be permitted. In the case of multiple tenancies, each occupant shall be entitled to the lineal portion of the building occupied. 2. Sign Height. No wall sign shall exceed a height of five feet. 3. Placement. The permitted sign area may be utilized on any or all building faces provided that the total permitted sign area is not exceeded and further provided that not more than two signs may be placed on any single building face. 4. Painted wall signs prohibited.	P - Commercial and Manufacturing
Projecting Signs • One projecting sign may be permitted for each building frontage in lieu of one permitted wall sign • No projecting sign shall exceed twenty square feet in area nor project more than five feet from any wall surface. No projecting sign shall extend into a public right-of-way • No projecting sign shall be installed lower than eight feet in height measured from the ground level to the base of the sign	P - Commercial and Manufacturing
Gateway Signs • Gateway signs shall only be located on private property within two hundred lineal feet of the following locations: the intersections of the centerlines of Garvey Avenue and Rosemead Boulevard; Rosemead Boulevard and Rush Street; Santa Anita Avenue and Merced Avenue; Peck Road and Michael Hunt Drive; Durfee Avenue and Rush Street.	P - Commercial and Manufacturing

• Only one gateway sign shall be permitted at each of the specified locations. • The height, area, design and placement of each gateway sign shall be determined by the planning commission and design review board. Where such signs are to be located in a business improvement district, the signs shall also be subject to review and approval by the district board.	
Automobile Service Station Signs • Freestanding Signs. Notwithstanding the provisions of subsections (A)(1) and (A)(2) of this section, the following freestanding sign(s) may be permitted for each automobile service station, regardless of the amount of the street frontage: • One freestanding single or double face, interior illuminated single pole sign with an area not to exceed one hundred square feet per sign face • One freestanding single or double face, interior illuminated single pole sign with an area not to exceed fifty square feet per sign face and one freestanding single or double face, interior illuminated or nonilluminated monument type advertising sign not to exceed six feet in height measured from the finished grade, with an area not to exceed fifty square feet per sign face. • Wall Signs. Notwithstanding the provisions of subsection (B)(1) of this section, wall signs, not to exceed one hundred square feet in total shall be permitted for each automobile service station, regardless of building frontage. Such wall signs may be used on service station exterior walls, service station canopies, service bays and car wash facilities. When the service station also contains an additional retail commercial activity as per-mitted pursuant to Section 17.11.010(A), a total of one hundred fifty square feet of wall sign may be permitted • Architectural Review. Signs permitted by these regulations are subject to the approval of the architectural review board	P - Commercial and Manufacturing
Flags and Banners • Flags used to attract the attention of potential customers shall be limited to businesses engaged in the outdoor sale of motor vehicles and watercraft. Flags shall be displayed only after the city of South El Monte community development department has issued a permit. • Flags may only be displayed on the property where the motor vehicles or watercraft are displayed for sale. • Each flag shall be no larger than one hundred forty-four square inches in size, but individual flags may be joined together with other flags to form a continuous string of flags. • Each flag or string of flags shall be secured in such a manner to prevent it from moving about in a manner hazardous to persons or property. • Flags shall not be displayed over public rights-of-way nor attached to anything in the public right-of-way. • Flags shall not be allowed to become faded, worn or tattered and shall be removed or replaced promptly when such conditions occur. • Banners may be used out of doors by commercial and industrial businesses, schools and churches to advertise special events and limited-time offers only. Banners shall not be placed or displayed in any location within a building that makes the banner conspicuous to persons outside of the building.	P - Commercial and Manufacturing

• Commercial and industrial advertising banners. ➤ Each business may only display one banner at any one time, except that businesses located on a corner lot or a through lot may have one banner for each street frontage. Banners shall be displayed only after the city of South El Monte community development department has issued a permit. ➤ Banners may only be displayed on the property where the goods and/or services are available to the consumer. ➤ Each banner shall be no larger than thirty square feet in size and may not obstruct the visibility of any other sign or business. ➤ Advertising of each special event or limited-time offer by banner(s) shall not exceed thirty days for each event or offer. ➤ Advertising by banners shall be limited to an aggregate of one hundred twenty days per year per business location. • School, church, local charities and youth group banners. ➤ Each facility or group may only display one banner at any one time, except that schools or churches located on a corner lot or a through lot may have one banner for each street frontage. ➤ Banners may only be displayed on the property where the special event is to occur, except that school, church, local charities and youth group banners may also be displayed, with permission, on the city-owned poles. Banners displayed on city-owned poles must be the standard size necessary to fit the pole spacing. ➤ When displayed on the subject property, each banner shall be no larger than thirty square feet in size and may not obstruct the visibility of any other sign or business.	
Signs advertising business, products or services not offered on the site (off-site signs).	X - Commercial and Manufacturing
Signage permitted within the public facilities zone shall be determined by the planning commission on a case-by-case basis.	P – Public Facilities
Commercial advertising except as it relates to publicly or privately owned public utility facilities	X – Public Facilities
Off-site signs unless a conditional use permit has been granted permitting such use pursuant to the provisions set forth in Section 17.03.060. The provisions of subsection 17.15.090-C of this section shall be applicable to any off-site sign authorized by this section.	X - Residential
Off-site signs unless a conditional use permit has been granted permitting such use pursuant to the provisions set forth in Section 17.03.060. The provisions of subsection 17.15.090-C of this section shall be applicable to any off-site sign authorized by this section.	X – Commercial and Manufacturing

E: Exemption from approval and permit requirements: The director of planning or designee is hereby authorized to revoke any permit upon failure of the holder thereof to comply with any provisions of these regulations or of the sign permit.

P – All Zones: Signs permitted in all zones, if nonilluminated.

P - Residential: Signs permitted in all residential zones (R-1, R-2 and R-3)

P – Commercial and Manufacturing: Signs permitted in the commercial and manufacturing zones (C, C-M and M zones)

P – Public Facilities: Signs permitted in the Public Facilities Zone

X – All Zones: Prohibited signs in all zones.

X – Residential: Signs prohibited in all residential zones (R-1, R-2 and R-3)

X – Commercial and Manufacturing: Signs permitted in the commercial and manufacturing zones (C, C-M and M zones)

X – Public Facilities: Signs prohibited in the Public Facilities Zone

17.15.080 Nonconforming signs.

Every sign or advertising structure or advertising device which does not comply with the provisions of these regulations, or any amendments thereto, but which was legally existing at the effective date of the regulations codified in this section shall be nonconforming.

- A. A nonconforming sign, sign structure, or device shall not be:
 - 1. Changed to another nonconforming sign;
 - 2. Structurally altered so as to extend its useful life;
 - 3. Expanded or enlarged;
 - 4. Reestablished after discontinuance of one hundred twenty days or more; or
 - 5. Reestablished after damage or destruction exceeding fifty percent of its replacement value.
- B. A sign which was not legally existing on the date of adoption of the regulations codified in this section shall be removed or made to conform with these regulations within thirty days of their effective date.
- C. On-Site Advertising Displays. All nonconforming advertising devices or sign structures in existence on the effective date of the regulations codified in this section shall be altered or removed so as to conform with time periods from the date such sign became nonconforming:
 - 1. Less than one hundred dollars valuation, ninety days;
 - 2. One hundred dollars to nine hundred ninety-nine dollars valuation, one hundred eighty days;
 - 3. One thousand dollars to four thousand nine hundred ninety-nine dollars valuation, one year;
 - 4. Over five thousand dollars valuation, three years.
- D. Valuation refers to the construction cost entered into the records of the building division at the time the permit for the advertising display was issued. In the event such cost figures are not available or do not fairly represent the true value of the replacement costs, the valuation shall be based upon a reasonable cost estimate established by the building official.
- E. Off-Site Advertising Displays. All off-site signs in existence on the effective date of the regulations codified in this section shall be altered to conform with the provisions of these regulations or may be removed in accordance with the provisions of state law. (Ord. 963 §37, 1995; Ord. 909 §1, 1992; Ord. 822 §1, 1989)

17.15.090 Regulation of off-site signs.

- A. No application for a conditional use permit shall be processed and no permit shall be issued for the installation of any off-site sign pursuant to this section unless the applicant:
 - 1. Is replacing an existing off-site sign with a new off-site sign to be located within the same general location as the existing off-site sign to be removed, as determined by the director of community development; or
 - 2. Agrees, as a condition of approval for a new off-site sign to remove or cause to be removed a sufficient number of existing off-site signs to cause a net reduction of off-site signs within the city. A list of signs to be removed shall accompany the application. Actual removal of the off-site signs shall precede the installation of any new off-site sign(s).

3. Is proposing the sign on property owned and utilized by the City of South El Monte for municipal purposes.
- B. In addition to the criteria set forth in Section 17.03.060, the following factors shall be considered in connection with the review of a conditional use permit for an off-site sign:
 1. Whether the proposed off-site sign would be compatible with the area and neighboring uses, existing or anticipated;
 2. Whether the off-site sign would create or cause any of the following:
 - a. An adverse traffic impact or a traffic safety hazard,
 - b. An accumulation of garbage or trash,
 - c. Interference with neighboring properties or uses;
 3. Whether the off-site sign can be located or situated in such a manner that:
 - a. Lighting can either be eliminated, mitigated or reduced so as to not adversely affect neighboring properties or uses,
 - b. The impact on neighboring properties or uses does not exceed acceptable levels.
- C. No off-site sign shall be approved unless it complies with the following design criteria:
 1. Double-faced and “vee” signs shall be permitted provided that no vee sign with an angle greater than forty-five degrees shall be permitted, unless a variance is approved for the increased angle.
 2. No off-site sign shall exceed twenty-five feet in height measured from ground level to the base of the sign, unless a variance is approved for the increase in height.
 3. No off-site sign shall exceed six hundred seventy-two square feet in area, except for temporary cut-outs or extensions.
 4. No off-site sign shall be located within five hundred linear feet of any other off-site sign located on the same side of any public or private street or thoroughfare.
 5. All lighting employed on an off-site sign shall be designed so as to eliminate any intrusive glare on public rights-of-way or on neighboring properties.
- D. Any provision(s), requirement(s) or restriction(s) of this section shall not apply to any off-site sign when said provision(s), requirement(s) or restriction(s) is/are superseded by any other applicable law, court order or litigated settlement. (Ord. 1167 §1, 2012; Ord. 1028 §1, 2001; Ord. 987 §1, 1997; Ord. 905 §1, 1992)

17.15.100 Modification of standards.

Any modification of the standards contained in these regulations shall be subject to the provisions of Section 17.03.180. (Ord. 822 §1, 1989)

17.15.110 Appeals.

- A. Any decision of the director of planning and community development may be appealed, at no cost, to the planning commission. Such appeal must be presented in writing to the director of planning and community development and must indicate why the appellant feels the decision of the director was incorrect or must provide extenuating circumstances which the appellant feels would justify reversal or modification of the director’s decision.
- B. Any appeal from a decision of the planning commission must be presented in accordance with the provisions of Section 17.03.130. (Ord. 822 §1, 1989)

Chapter 17.16
OFF-STREET PARKING AND LOADING

Sections

- 17.16.010 General provisions.**
- 17.16.020 Parking requirements.**
- 17.16.030 Development standards.**
- 17.16.040 Remote parking.**
- 17.16.050 Loading facilities and truck maneuvering.**
- 17.16.060 Parking and loading facilities—Nonconforming.**
- 17.16.070 Maintenance of parking.**

17.16.010 Purpose and applicability.

- A. Off-street vehicle parking spaces shall be provided at the time of the use of the land, or at the time of the erection of the building or use of the land or building or structure is altered, enlarged converted or increased in capacity by the addition of uses, floor area, dwelling units guest rooms, beds or seats; provided, however, that additional parking spaces shall not be required at the time of the erection of an addition to a single-family residence if the director of community development shall find all of the following:
 - 1. The proposed addition is otherwise in conformity with the provisions of the zoning regulations;
 - 2. The provision of additional off-street parking of the lot is impossible or impractical because of the size or configuration of the lot and improvement; and
 - 3. The public safety and welfare will not be unreasonably jeopardized by waiving the requirements of additional off-street parking.
- B. All off-street parking spaces and areas required by these regulations, or otherwise provided, shall comply with all of the conditions, improvements and landscaping requirements set forth in these regulations, and shall be maintained as much as such thereafter in a reasonable and acceptable manner or condition.
- C. All vehicle parking spaces and areas required or otherwise provided shall comply with the following conditions:
 - 1. The number of spaces shall be determined by the amount of use of land, dwelling units, floor area guest rooms, beds, or seats provided, and such parking spaces and areas shall be maintained thereafter without reduction in the number of spaces required in connection with such buildings, structures and uses of land.
 - 2. Each parking space shall be developed in accordance with standards established by written resolutions of the planning commission and Section 17.16.030.
 - 3. Adequate driveways and aisles shall be provided as set forth in these regulations and in any standards adopted by the planning commission.
 - 4. All vehicle parking spaces shall be on the same lot with the land use, building or structure except as otherwise provided in Section 17.16.040.
 - 5. Any carport or private garage which fronts upon a private street shall be located so as to provide for a minimum automobile ingress or egress of not less than twenty feet between the property line and the entrance to the garage or carport.

6. No vehicle parking spaces shall occupy or be designed in a required front yard, or in a side yard on a side street, except as specifically provided in these regulations or in the zone district regulations for the zone in which the property is located.
 7. No parking spaces or areas shall be so designed as to require vehicles to back into a street except for single-family or duplex buildings.
 8. No more than twenty feet of the width of the front yard in residential zones may be used or improved by paving or otherwise vehicle access. This area may be increased to a maximum of thirty feet if three covered spaces are provided in a single structure.
- D. In all zones, parking plans for off-street parking facilities shall be submitted for approval to the planning division prior to the issuance of building permits or certificates of occupancy. All plans shall clearly indicate the proposed development, including parking location, size, design, lighting, landscaping, curb cuts, ingress and egress.
 - E. Parking shall be based upon gross floor area, except for office buildings in excess of one story, the parking ratio shall be based on net floor area, which is gross floor area minus elevator shafts, stairwells, open courtyards and balconies. Fractional spaces may be rounded to the nearest whole parking space.
 - F. Whenever a nonresidential structure is enlarged or increased in capacity, or when a change in use creates an increase in the amount of off-street parking or loading area required, additional spaces shall be provided. Furthermore, for all existing uses or structures, including residential, hereafter expanded by fifty percent or more of the existing gross floor area, the required off-street parking for the entire property or development shall conform to the most current parking standards.
 - G. All required parking spaces shall be used exclusively for operable, currently licensed motor vehicles of tenants, occupants, or visitors of the property.
 - H. No parking area shall be counted as both a required parking stall and a loading space.
 - I. Requirements for uses not specifically listed herein shall be determined by the community development director, based upon the requirements for comparable uses and upon particular characteristics of the use. Additional parking over and above that required herein may be required upon determination of the planning commission that the specific type of business or user generates a greater demand for more parking than the requirement herein.
 - J. No tandem parking shall be allowed within private residential areas anywhere in the city, it would adversely impact the aesthetic appeal and character of the city.

Figure 17.16.010-A Standards Spaces

N	P	S	A	C	P'	S'
0°	28'	9'	10'	24'	-	-
30°	45'-6"	16'-9"	12'	17'-9"	-	-
40°	49'-10"	18'-5"	13'	14'	-	-
45°	52'	19'	14'	12'-9"	45'-8"	15'-10"
50°	53'	19'-6"	16'	11'-10"	-	-
60°	60'-4"	20'	20'	9'-10"	-	-
70°	63'-4"	20'-2"	23'	9'-9"	-	-
80°	62'-8"	19'-4"	24'	9'-3"	-	-
90°	62'	18'	26'	9'	-	-

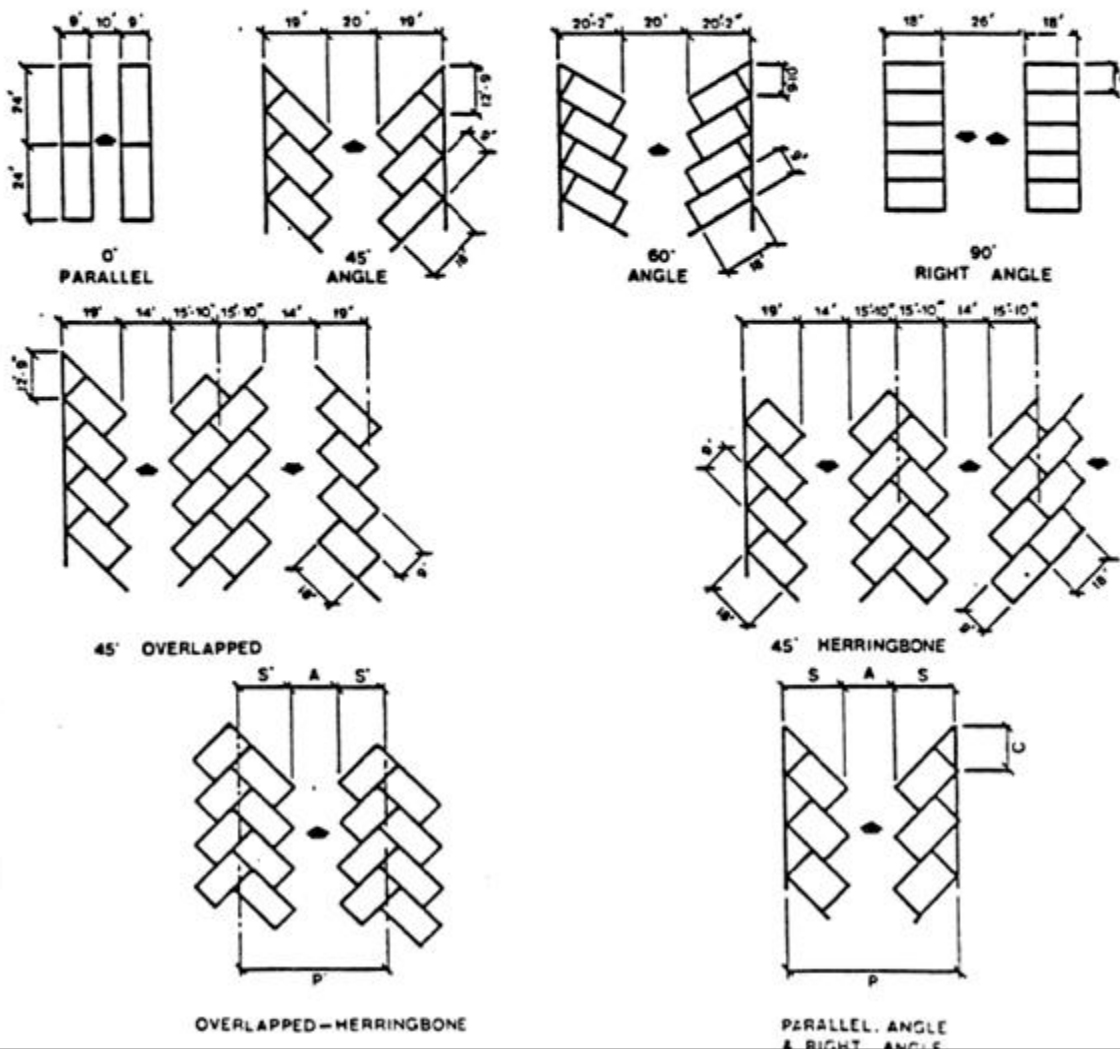


Figure 17.16.010-B Handicapped Spaces

N	P	S	A	C
0'	34'	12'	10'	24'
45°	52'	19'	14'	13'
60°	60'-4"	20'-2"	20'	17'-6"
90°	70'	18'	26'	12'

(Ord. 1120 §2, 2008; Ord. 822 §1, 1989)

17.16.020 Parking requirements.

Required vehicle parking shall be provided in accordance with the following schedule. Except that in cases of development for which no specific parking requirements have been established, the planning commission shall establish and approve parking requirements.

Table 17.16.020-A Parking Requirements

Land Use	Required Parking
Residential:	
Single-family dwelling	2 standard spaces within a garage.
Duplex (two-family) or triplex (three-family) dwelling	2 standard spaces per dwelling unit within a garage.
Multiple dwelling	2 standard spaces per dwelling unit with a garage, plus 1 guest parking for every 4 units.
Mobile home park	2 standard spaces for each mobile home site or space. The parking may be tandem. 1 additional space per each 5 mobile home sites or spaces shall be provided for guests.
Senior housing and very low/low income	0.5 spaces per unit.

Land Use	Required Parking
Commercial:	
General retail or services	1 space for each 300 square feet of gross floor area. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
General professional offices	1 space for each 300 square feet of gross floor area. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Restaurants, cafés and similar establishments dispensing food and beverages (including drive-ins, drive-through and take out establishments with designated seating areas)	1 space for each 4 fixed seats or for each 4 persons of occupant load in the dining area. There shall also be provided additional 10% of the required parking with parking to be designated for use by employees. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Drive-in, drive-through and take out business with no designated interior or exterior seating areas (including automobile service stations)	1 space for each 250 feet of gross floor area provided, a minimum of 5 spaces shall be provided. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Hotels, motels, boardinghouses, clubs, and lodges	1 space for each guest room, suite or dwelling unit, and 2 spaces for any dwelling unit used by a residential manager. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Assemblies such as theaters, auditoriums, arenas, stadiums and similar places of assembly including churches and private schools	1 space for each 3 permanent seats, or if movable or temporary seats are used, 1 space for each 3 persons of occupant load. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Industrial:	
General manufacturing	1 space for each 750 square feet of gross floor area up to 10,000 square feet and 1 for each 750 square feet of gross floor area over 10,000 square feet plus 1 loading area for each 5,000 square feet of gross floor area. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .

Land Use	Required Parking
Research and scientific manufacturing	1 space per 750 square feet of gross floor area plus 1 space for each vehicle owned or leased by any occupant and operated from the site. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Warehousing	1 space per 1,000 square feet of gross floor area plus 1 space for each vehicle owned or leased by any occupant and operated from the site. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Office	1 space for each 300 square feet of gross floor area. Handicapped parking spaces shall be provided in accordance with Title 24 of the California Building Code .
Self-storage	Parking shall be provided along 30-foot wide parking/driving lanes adjacent to the storage buildings and a minimum of 10 spaces adjacent to the leasing office.
Vehicle-related use:	
Auto repair	1 space per 300 square feet of gross floor area.
Auto sales/leasing	1 space per 750 square feet of lot size plus one space per 2,500 square feet of outdoor display and storage area.
RVs and related	1 space per 750 square feet of gross floor area plus one space per 2,500 square feet of outdoor display and storage area.

(Ord. 1120 §3, 2008; Ord. 822 §1, 1989)

17.16.030 Development standards.

- A. Paving. All parking spaces, maneuvering, turnaround areas, and any driveways shall be paved with asphalt or concrete to city standards.
- B. Marking of Parking Spaces. All parking spaces, except those within private garages or carport, shall be marked with distinguishable materials. Handicapped spaces shall be clearly identified to preclude their use by unauthorized vehicles.
- C. Bumper Guards or Wheel Stops. Bumper guards or wheel stops shall be provided as necessary to protect any buildings, structures, landscaping or other vehicles.
- D. Illumination. All parking areas must be illuminated; lights shall be arranged so that there is no direct reflection of light toward any adjoining premises, public street, private street or alley.
- E. Parking Area. Any parking area, other than that used for single-family or two-family dwellings (duplex), shall be separated from any adjoining residential zone, church, school, or park by a masonry wall six feet in height, except within a required front setback or front yard on the site of adjoining property, in which case the solid wall shall not exceed forty-two inches in height, but may

be increased to a total height of six feet if wrought iron, chain link, or other “see through” materials are used and the design is approved by the director of community development.

- F. Driveways and Aisles. The minimum driveway and aisle widths necessary for adequate ingress and egress shall be provided and maintained free and clear of all obstruction as follows:
 - 1. Minimum one-way driveway widths:
 - a. Single-family or duplex dwellings, ten feet,
 - b. Multiple dwellings, twelve feet,
 - c. All other uses, ten feet;
 - 2. Driveways affording ingress and egress to a parking area with twenty or more spaces shall be designed for one-way circulation or a double driveway system;
 - 3. Aisle widths for parking areas shall be in accordance with parking standards adopted by the planning commission.
- G. Landscaping. All parking areas required, or otherwise provided, except for residential zones, shall be landscaped as follows:
 - 1. A minimum planter strip, as required by regulations of the zone district in which site is located, shall be provided on peripheral sides bounded by a public or private street, except for those areas devoted to crosswalks and traversing driveways.
 - 2. A minimum of five percent of the total parking area must be landscaped; provided, however, that any such planting beds shall have a minimum width of three feet and a minimum area of twenty square feet. These beds shall be drawn to scale and indicated on the plot plan.
 - 3. Any unused space resulting from the design of parking may be used for planting purposes; provided, however, that any such planting beds shall have a minimum width of three feet and a minimum area of twenty square feet. These beds shall be drawn to scale and indicated on the plot plan.
 - 4. In complying with the five percent landscaping requirements, the landscaping shall be distributed throughout the parking area as evenly as possible. When parking areas are not visible from the public right-of-way, the director of community development shall have the option of incorporating the required parking area landscaping into other areas of the site including, but not limited to, the landscape front setback.
 - 5. Planter curbing shall be used for landscaping containment. The height of such curbing shall be not less than six inches of concrete or eight inches in masonry.
 - 6. All landscaping areas shall contain an accepted irrigation system (sprinklers, bubblers, or diffuser heads) or hose bibs located within fifty feet of all parts of a planted area, and the system shall be shown on the plot plan or on a separate drawing. (Ord. 1120 §4, 2008; Ord. 822 §1, 1989)
- H. Residential Parking. The minimum required dimensions of a parking space shall be as follows.
 - 1. Parking space:
 - a. Ten feet (10') wide by twenty feet (20') in depth
 - 2. Two car garage:
 - a. Minimum interior measurement of twenty feet (20') in width and twenty feet (20') in depth.

17.16.040 Remote parking.

Remote parking (parking located on a site other than that on which the use is located) may be utilized for multiple dwellings and commercial and industrial facilities under the following conditions:

- A. That the lot or parcel to be utilized for remote parking adjoins the lot or parcel it is to serve; or

- B. That the lot or parcel to be utilized for remote parking is separated only by an alley from the lot or parcel it is to serve; and in both cases;
- C. The lot or parcel utilized for remote parking is in the same ownership as the parcel being served or is held in a long-term (twenty-year) recorded lease providing that the owners or lessees and their heirs, assigns or successors in the interest shall maintain the parking facilities so long as the building or use they are intended to serve be maintained. The covenant shall be prepared for the benefit of and in a form acceptable to the city, shall be recorded with the county recorder of Los Angeles County, and shall provided that the covenant may not be revoked, cancelled or modified without the written consent of the city;
- D. That the lot or parcel is located not more than one hundred fifty feet from the lot or parcel to be served, the requirement for a covenant running with the land as shown in subsection C of this section shall apply. (Ord. 1120 §5, 2008; Ord. 822 §1, 1989)

17.16.050 Loading facilities and truck maneuvering.

- A. All loading docks or loading doors facing upon a public or private street shall be located in such a manner that all truck maneuvering shall take place on the site whenever possible.
- B. All drive approaches shall be designed so as to preclude direct access to a loading dock or loading door from the street whenever possible.
- C. All areas used for parking, maneuvering, or vehicle storage shall be paved with asphalt or concrete to city standards.
- D. For every commercial or industrial building erected or established on a lot which abuts an alley, there shall be provided and maintained a twenty-five-foot by ten-foot by fourteen-foot high loading space for each two thousand square feet of gross floor area. Each loading space shall be clearly marked and identified and shall be kept clear and unobstructed at all times. (Ord. 822 §1, 1989)

17.16.060 Parking and loading facilities—Nonconforming.

Any use of property which, on the effective date of this section is nonconforming only as to the regulations in this chapter regulating off-street parking and loading facilities may be continued as if the off-street parking and loading facilities were conforming, provided that:

- A. There shall be no further reduction of off-street parking and loading facilities that do not exist on the property as of the effective date of this section; and
- B. The property complies with any applicable regulations requiring handicapped parking. (Ord. 937 §1, 1993)

17.16.070 Maintenance of parking.

- A. Any parking spaces or loading zones that were required when the building was originally constructed or subsequently expanded shall be continually maintained.
- B. All parking areas shall be permanently maintained in a safe and clean condition free of physical obstructions and in good condition. All areas, including landscaping, shall be kept free of trash and weeds. Landscaped planters shall be permanently maintained with healthy nursery stock. Any alteration, enlargement, maintenance or repairs shall be subject to the provisions of this chapter.
- C. Any restriping or other changes made to a parking lot shall be reviewed and approved by the planning division prior to such work being commenced. (Ord. 1120 §6, 2008)



City Council Agenda Report

Agenda Item No. 7.d.

DATE: April 23, 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: CONSIDERATION AND APPROVAL OF RESOLUTION 24-150, AUTHORIZING THE PURCHASE OF TWO (2) TRANSPORTATION VEHICLES FROM AZ BUS SALES INC.

SUMMARY: The City of South El Monte was awarded a grant from the Federal Transit Administrative ("FTA") Section 5310 Program – Enhanced Mobility of Seniors and Individuals with Disabilities Program. The FTA Section 5310 program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. Funds were allocated in the FTA grant to purchase two (2) aging transportation vehicles.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve Resolution No. 24-150, approving the purchase of two (2) Nor Cal Ford 2024 Van-Driver Class Z-1-E Transit 350 vehicles from AZ Bus Sales; and
2. Authorize City Manager to negotiate and execute all requisite documents for the purchase.

FISCAL/FINANCIAL IMPACT: The City relied on the California Association for Coordinated Transportation/Morongo Basin Transit Authority's (CalACT/MBTA) existing purchasing cooperative to secure competitive pricing for the vehicle. The participation in the purchasing cooperative maximizes cost efficiencies. The total cost for the two (2) Nor Cal Ford 2024 Van-Driver Z-1-E Transit 350 vehicles are \$205,593.19, of which \$184,993.87 is included in the Funding Agreement for Section 5310 Enhanced Mobility of Senior and Individuals with Disabilities Program between the City and Los Angeles County Metropolitan Transportation Authority. The remaining balance of \$20,599.32 will be funded by the City's Prop A Fund as budgeted within FY 2024-2025. The vehicle is 100% funded by non-General Fund monies.

DISCUSSION: The Senior Services Division operates a comprehensive Dial-A-Ride transportation program that provides curb-to-curb, demand-response transportation service for individuals 60 or older, as well as to legally disabled residents of any age.

Passengers are transported to any destination within the City limits, and up a 15-mile radius outside of city limits for medical appointments only. Other services include transportation of youth who participate in the City's sponsored after-school and seasonal camp programs. On a limited basis, bus services are provided for youth and senior excursions, and for special events that are sponsored by the City.

As part of the City's vehicle maintenance program, staff identified two (2) 2015 Ford Starcraft transportation vehicles that have reached the end of their useful service life (per FTA evaluation criteria) of five (5) years and/or 150,000 miles. The transportation division is experiencing a high demand for costly repairs due to the age and mileage of the two vehicles. To maintain an adequate operational fleet and to maximize cost efficiencies, staff secured an Assignment to Purchase Agreement from CalACT/MBTA that provides the City the option to purchase Transit Vehicles from the Joint Procurement Cooperative at a price and under the terms and conditions contained in Assignor's Contract No. 20-01-1001 with the Contractors (AZ Bus Sales) awarded to on the Procurement.

Staff followed the FTA evaluation criteria above to select the Nor Cal Ford 2024 Van-Driver Class Z-1- E Transit 350 "(Ford E-Transit Van)". The Ford E-Transit Van is a new fully electric vehicle designed to meet the needs of ambulatory and wheelchair-assisted passengers while reducing the cost of operations, increasing the efficiency of operations, and reducing CO2 emissions. It can be connected to a level 2 or 3 fast charging station capable of up to 115 kW and a driving range averaging 126 miles per charge. It has a maximum seating capacity of six (6) passengers, with a combination of five (5) ambulatory passengers and one (1) wheelchair passengers. The Ford E-Transit Van is equipped with a side mounted wheelchair lift with a 1,000 lb. capacity. It also provides comforts to accommodate everyday traveling, such as heating and air conditioning, LED overhead lighting, SmartFloor flexible flooring, and cushioned seats. Staff reviewed several van options and selected the Ford E-Transit Van to be fair and reasonable within a competitive market environment as required by the FTA.

ATTACHMENT(S):

- A. Resolution No. 24-150
- B. Letter of Assignment 20-01
- C. Vehicle Specifications 20-01 E-Transit
- D. (SEM) AZ Bus Sales Agreement for Two Vans(976835.1) (002)
- E. (Ex. A to Agreement) S el Monte (2) 2024 Ford eTransits with ADA Lift - Extra Range w Requested Verbiage Added (002)
- F. (Ex. B to Agreement) G. 7 Warranty Ford

ATTACHMENT A

RESOLUTION NO. 24-150

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE PURCHASE OF TWO TRANSPORTATION VEHICLES FROM AZ
BUS SALES INC.

WHEREAS, Section 3.16.060 of the South El Monte Municipal Code authorizes the city manager to purchase supplies, equipment and services, following the bid procedures from a vendor awarded a bid by another public agency if the agency utilized procedures substantially the same as those normally utilized by the City; and

WHEREAS, the California Association for Coordinated Transportation (CALACT), is a cooperative purchasing organization. A review of the CALACT procedures revealed compliance with the City's Purchasing Ordinance and Purchasing Manual; and

WHEREAS, the City received an estimate for potential vehicles purchased as detailed and identified in the staff report and related attachments. The vehicles are described as Nor Cal Ford 2024 Vans-Driver Class Z-1- E transit 350; and

WHEREAS, utilizing CALACT for the purchase of these vehicles, the City saved approximately \$11,212.50 off of the retail price.

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

SECTION 1: The City Council authorizes and directs the City Manager to take all actions necessary to effectuate and execute the agreement, subject to approval by the City Attorney as to form, with AZ Bus Sales Inc. for the purchase of two of Nor Cal Ford 2024 Vans-Driver Class Z-1- E transit 350 in the amount of \$205,593.19.

SECTION 2: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

ATTACHMENT A

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution being Resolution No. 24-150, was adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 23rd day of April 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT A



3/21/2024

Wendy Cayco
1556 Central Avenue
South El Monte, CA 91733

Dear Wendy:

The CALACT-MBTA Purchasing Cooperative is pleased to make an assignment as detailed in the Assignment to Purchase Agreement.

Additional information is available on the CALACT website at www.calact.org/purchasingco-op that documents the procurement process used by the Cooperative to solicit and award Contract No. 20-01. Prior to acceptance of the vehicles you order, a Post-Delivery Audit must be conducted by your agency if you are using Federal Transit Administration funding to purchase the vehicle.

Thank you for purchasing your vehicles through the Cooperative. Please don't hesitate to contact me if you have any questions at 916-920-8018 or email dan@calact.org.

Sincerely,

Daniel Mundy
Deputy Executive Director

CALACT



Assignment to Purchase Agreement
Assignment #20-01-1001

The CALACT-MBTA Purchasing Cooperative, “Assignor”, hereby assigns to South El Monte, City of, “Assignee”, 2 options to purchase Transit Vehicles (“Vehicles”) from the Joint Procurement Cooperative at a price and under the terms and conditions contained in Assignor’s Contract No 20-01 with the Contractors awarded to on the Procurement. Only those vehicles and optional features may be purchased using the Solicitation and the purchase may only be from a Seller listed on the Schedule. Specifically, the Assignment shall have the right to purchase:

Quantity and Type of Vehicle(s):

(2) Nor Cal Van-Driverge Class Z-1-E Transit

Total # of Vehicles: 2

Such ability to purchase commenced, per terms of Contract, on 3/21/2024, and may be exercised at any time on or before 9/8/2024. Assignee must communicate any changes in the order in particular cancellation to the Cooperative as soon as possible.

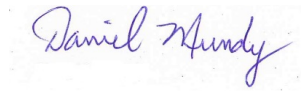
With respect to the Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principal in assigning its interest in the above-referenced assignment to purchase the Vehicles under the Contract to Assignee.

Please be advised that assignment of said vehicles does not constitute a recommendation or endorsement of this product by the Cooperative. The Assignee is responsible for its choice of vehicle product and options selected. Assignee is responsible for vehicle inspection, acceptance and enforcement of any contract provisions. While PreAward verifications of Buy America, FMVSS and Purchaser’s Requirements have been accomplished, Assignee is responsible for Post Award due diligence in this regard.

Purchasing agencies are responsible for and are to exercise due diligence in evaluating the suitability of these vehicles for their operating environment and are responsible for determining their eligibility for funding. In particular, the Cooperative urges you to review the Altoona test report for the vehicle you are purchasing.

Supporting documents for your records may be downloaded from our website at www.calact.org for any reviews or audits your agency will be subject to. Please contact CALACT staff for any assistance you may need at 916-920-8018.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Vehicles or any rights whatsoever assigned hereunder.



Daniel Mundy
Deputy Executive Director
CALACT
"Assignor"

**VEHICLE SPECIFICATIONS
ACCESIBLE PARATRANSIT VEHICLES
CLASS Z-1 (E) BATTERY ELECTRIC VAN
OEM (E-Transit or equal)**

**Basin Transit (MBTA)
Lead Agency for the
California Association for Coordinated Transportation
Vehicle Purchasing Cooperative
REV 19**

March 2023

SPECIFICATIONS FOR MODIFIED SHUTTLE VAN

1.0 SCOPE

1.1 The intent of this specification is to describe transit-style shuttle accessible vans to be converted by the modifier from an OEM electrified complete van.

The base bid vehicle/s shall be per the below table listed under 2.2, and shall meet the capacity requirements within the table. The van shall come from OEM manufacturer with medium roof, **OEM interior**, standard internal combustion engine replaced by electric powertrain. High roof version to be proposed as an option. Minimum GVWR is to be 9500 lbs. The vehicle to be offered will be in the 4-year 100,000 mile class for the purpose of Altoona test compliance.

2.0 APPLICABLE STANDARDS, LAW AND REGULATIONS

2.1 The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The van is required to meet all regulations, standards and laws including revisions, at time of van acceptance and through the term of the contract.

- Federal Motor Vehicle Safety Standards (FMVSS).
- Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, 49 CFR, Part 38, Subpart B-Buses, Vans and Systems.
- Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
- California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
- California Health and Safety Code
- California Air Resources Board and Environmental Protection Agency Standards and Guidelines
- OEM Body Builders Standards and Guidelines
- National Fire Protection Agency Regulations 52
- Society of Automotive Engineers (SAE) and International Standards Organization (ISO)
- The proposed vehicle must be altered by an OEM Qualified Vehicle Modifier, if such a program is applicable.
- **Altoona testing: Proposer to supply evidence of Altoona compliance, if the vehicle is not proposed as a 4-year vehicle and therefore under the exception for OEM unmodified chassis rather than a completed test. If it is offered as a 4 year vehicle, please include correspondence clarifying this is the case.**

2.2 VEHICLE CLASS	Z-1 (Ford E-Transit or Equal)
SPECIFICATIONS	
Number of Wheelchair Positions	1
Minimum Seat Positions-Side Lift	3 plus Driver and Copilot (5 optional)
Single or Dual Rear Wheels	Single
Minimum OEM Gross Vehicle Weight rating in lbs.	9500
Wheel Base (Inches)	148"
Interior Headroom Height	67" Min. Bid "Mid Roof" Option standard
Side Lift - OEM Doors 30" door clearance 13" aisle clearance	
See Additional Capacities on Pricing Sheet	

The configurations requested for this class are shown on the Price Worksheet. Please submit floorplans as described.

3.0 DIMENSIONS

- 3.1 Bidder shall include engineering weight calculations for the bid, with a full passenger load including all fluids and equipment needed. A certified weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be weighed with all equipment installed. The weight certificate shall be included with the van and available for review at time of inspection.

4.0 Additional Equipment

The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- a) A fire extinguisher appropriately sourced for EV shuttle application shall conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery.
- b) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer's instructions
- c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.

5.0 Floor

Van upfitter will install a modular aluminum flooring system above the OEM subfloor that will accommodate required seating and reinforcement as necessary and shall be accomplished in compliance with the Ford and modular aluminum flooring system guidelines per their body builders layout book.

The modular aluminum flooring system floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2-millimeter Altro Transflor Meta or approved equal color to be specified by buyer from Altro standard stock selection. The flooring shall be securely bonded to the sub-floor with an adhesive backed by a van manufacturer's warranty of no less than five years for installation and adhesion unless modular aluminum flooring system adhesive is used. All edges shall be sealed and all seams heat welded to prevent water penetration. The floor shall be installed according to manufacturer's directions, using proper tools, accessories, and adhesives.

Modular aluminum flooring system shall be installed for mounting the seats as specified in Section 8.0 and shall be technically described in the proposal to be approved by Basin Transit. **Pull testing documents for any of these modular aluminum flooring systems shall be submitted with the proposal.**

6.0 Mirrors

Exterior mirrors shall be remote, electrically adjustable both directions and not less than 6"X9" with split bottom convex wide spot mirror.

7.0 Operator and Front Passenger Seat

Shall be OEM seats.

8.0 Passenger Seats

Vehicle shall have Freedman 3PT or GO-ES 3PT Mid Hi Back seats or approved equal. Seats to be equipped with longest available retractable belts. All forward facing seats to be installed with a minimum hip to knee dimension of 25". Minimum aisle width is 11" in the passenger area. Seating arrangement and configuration be approved by each ordering agency. All seats installed on modular aluminum flooring system should comply with FMVSS 207 and 210. All FMVSS testing to be completed by an independent, accredited A2LA laboratory.

In lieu of the above, the manufacture may choose to supply the vehicle with OEM Passengers seats as a priced option with a Pareto or equal floor, and will utilize Freedman 3PT or GO-ES 3PT Foldaway seats when the floor plan requires foldaway type seating. Options is to be proposed on a per seat basis depending on configuration.

9.0 Brakes

Brakes to be OEM front and rear disc type with ABS.

10.0 Electric Powertrain

An **OEM supplied** all-electric powertrain in lieu of an internal combustion engine will propel the vehicle.

1. The vehicle as proposed must qualify under the Buy America Act requirements.
2. For Z1-ER versions, an auxiliary battery of sufficient capacity (approximately 400 VDC) to provide power auxiliary rear air conditioner, ADA equipment and other necessary accessories for at least 8 hours of operation shall be supplied as standard. (Ref. unit Fenton SBSFT15.8 148/E auxiliary single battery system or approved equal) and in tandem with a secondary optional HVAC system.

Secondary Battery shall include the following:

1. Secondary Vehicle Control Unit
2. On Board Charger to receive power from charging station)
3. High Voltage Battery (15.785 kw hours), optional second battery
4. DC/DC Converter – Converts 400vdc-12vdc (2 kw)
5. Operator/Machine Interface, touch screen control and data point
6. Power Distribution Box – High Voltage power distribution
7. High Voltage Interrupt Loop on all HV applications (safety)
8. LOI Protection- Loss of insulation monitoring on High Voltage harnesses
9. Low Voltage Power Distribution with load shedding
10. HV Harnesses, Can Bus harnesses, J1772 Grille connection
Installation brackets and hardware
3. Onboard charging to include cables for all levels of charging supported by OEM configuration.
4. A secondary J1772 port to be installed to charge the secondary battery system.
5. The BEV instrument cluster readout shall be designed to display BEV metrics such as state of charge and power usage with stock OEM cluster integration appearance. All other instruments (e.g., turn signals) must remain functional. A driver information screen will be included to supplement dashboard instrumentation.

6. A main controller on the BEV shall detect faults and malfunctions, and determines the appropriate response. Depending on the fault, the BEV vehicle may enter a state of reduced power and/or functionality, and in severe cases, may shut down completely.
7. Van conversion supplier shall be part of the manufacturer's qualified vehicle builder's program or equivalent.
8. Minimum OEM warranty is to be supplied. Identify for evaluation, proposed warranty for modifications.
9. BEV shall permit use of ADA wheelchair equipment. Some limitations may apply and/or customization required to accommodate at additional cost.
10. Vehicles equipped as BEV shall have a CARB Executive Order and meet HVIP requirements for voucher redemption if applicable.

11.0 Suspension and Steering

Vehicle shall be equipped with the chassis manufacturer's maximum capacity heavy duty suspension. Steering shall be factory installed OEM, with tilt feature no less than 15" in diameter.

12.0 Tires/Wheels

Each vehicle shall be supplied with a new spare tire, mounted on a rim of same size, brand and model mounted on vehicle. OEM steel wheels shall be OEM standard including spare.

13.0 Interior

All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, ABS plastic or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.

Insulation material shall be applied behind the ceiling and wall panels and shall completely fill the space between cargo van body and the installed interior paneling. Insulation material to be compliant with FMVSS-302 (Flammability of Interior Materials)

Windows shall be FMVSS compliant. Proposer to describe and provide testing as to how FMVSS compliance is acquired if not using compliant OEM windows.

14.0 Electrical

14.1 Alternator- Not applicable to this vehicle type.

14.2 Backup Alarms-a reverse alarm emitting minimum of 82 dba is to be supplied. Vehicle to be equipped with a sonic object detection system that activated automatically when the vehicle is placed in reverse.

14.3 Batteries-12-volt maintenance free unit. Minimum 72 amp/hr.

14.4 Instrument Panel-To include speedometer, odometer, high voltage meter and state of charge display. All switches to be clearly labeled and within reach of seated Operator.

14.5 Lighting/Exterior-Complies with FMVSS and ADA.

14.6 Lighting/Interior- Is provided with OEM lighting system with headliner installed. 2 step well lamps to be installed providing illumination to the entire step well area.

11. 14.7 Radio-Bidder to provide AM/FM radio with 4 speakers as standard. OEM dash display including Onboard navigation, Apple CarPlay/Android IO capability and Bluetooth connectivity to enable hands free calling and music streaming to be supplied.

15.0 Air Conditioning and Heating

For **Z1-E (ER)**, OEM front A/C/heater system to be provided as standard with a high capacity rear A/C system powered by auxiliary battery installed independently of the OEM dash EV system. Rear a/c and heating needs to be ducted and applied through directable venting. Technical details of installation are to be provided.

Z1 (Basic), is a configuration wherein the vehicle ties into the OEM front a/c system for the rear of the vehicle. Proposal to describe ducting and control system to be installed by the upfitter. System must meet FMVSS 103 requirement for window defrosting. This configuration will not include the auxiliary battery and secondary HVAC system and should be priced appropriately.

16.0 Mobility Aid Lift

The base vehicle (all variants) shall be equipped with a Braun Century 2, M-Power or approved equal, mobility access lift which deploys through the Side door using an Abilitrax “Shift n Step” or equal (aluminum version for lighter weight ALSNS-G01 or equal) device as standard. Must have a QVM compatible solution to installation of the device. Lift shall be parked rearward of the sliding door and interlocked to provide an emergency exit function. Shift n Step must be installed according to the component manufacturer’s instructions using adhesives and fasteners provided. Lift and all components shall leave a clear path to and from the rear and center seats with no trip hazards. Bidders shall provide illustrations of their lift construction, which must be built to withstand heavy transit use. This Lift shall comply with ADA, 49 CFR Section 38.23(c) and 38.25(b) and all applicable Federal Regulations and Standards. Rear door floor plans may be accepted also as an option. Options for curb side ambulatory and lift access utilizing a copilot door modification are requested if available. The “Shift n Step” must be interlocked, in the same manner as the wheelchair lift, so that the entry system must be in the “stowed” (rearward) position, in order to keep the vehicle from being driven while the device is blocking the side door. A wheelchair lift cover shall be supplied standard. A Fenton ALSNS-G04 B-Pillar Grab Bar (or equal) is to be installed as standard.

To augment the “Shift n Step,” proposers are requested to provide if available, a curbside ambulatory access package via the front door as a priced option.

Proposers may also offer as an option, (not as equal) a rear wheelchair lift configuration priced with an appropriate credit. (Note-this configuration is not approved by CalTrans).

Proposers may also offer as an option, (not as equal) a configuration where the wheelchair lift and door is located aft of the curbside rear axle. This is to be proposed in the price worksheet and may be approved pending either a partial Altoona test or concurrence from FTA supplied that a test is not required.

17.0 **Lift Installation**

- 17.1 The lift shall be installed by bolting through the floor into structural steel that is an integral part of the body underfloor structure.
- 17.2 The power unit shall be placed at the rear side for forward mounted lifts and be readily accessible for service. In the event of power failure, the deployed lift platform shall be able to be lowered manually with passengers and raised without passengers.
- 17.3 System control valve shall be solenoid controlled and shall be accessibly mounted for easy maintenance. All lift components shall be either inside the vehicle or enclosed and protected from water wash.
- 17.4 Electrical control switches shall be completely weather proof and labeled as to function. All switches shall be of the momentary type.
- 17.5 The lift installation shall provide a hand-held switch for remote operation of the lift in addition to or in place of the regular door mounted electrical lift controls.
- 17.6 An interlock that provides intermittent fault filtering for system shall be provided which renders the lift inoperative unless the transmission shift lever is in the "Park" position, and the emergency brake is applied.

18.0 **Occupant Restraint System:**

MOBILITY AID SECURITY AND OCCUPANT RESTRAINT SYSTEMS:

The QRT 8100 series (dual knob) retractor, or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. - retractor, or approved equal to secure wheelchairs facing forward, and must comply fully with the Americans with Disabilities Act. The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement.

Wheelchair tie down and occupant restraint shall consist of two strips of heavy-duty Series L track the entire width of the securement area and have separate lap restraint for the occupant. Floor anchorage track shall be high strength flange 6061 T6 alloy Series Omni L-Tracking utilizing and usable for front or rear tie downs or shared by both. Bottom of flange shall be flush with the floor. Track installation will include silver flange track end caps. The system(s) shall incorporate a continuous track capable and accommodate a wide range of mobility aid designs. The track shall be

installed in a location/manner that will maximize the area while still meeting the securement manufacturer's installation requirements. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturer's installation instructions must be provided prior to award. **Any deviation from manufacture's track installation instructions will require written approval from securement manufacturer.**

A Heavy-Duty storage bag shall be provided and secured next to the wheel chair tiedown area for storage of securement systems. Final location and type to be determined at preproduction meeting. 1 Bag shall be provided per tiedown

For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12" height adjustment, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12" straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the van.

18.1 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

- a) A web cutter for emergency use shall be provided with each vehicle.
- b) One torso pad approximately 8" X 12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid lift

19.0 ADDITIONAL EQUIPMENT

The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- d) A fire extinguisher appropriate for use in an electric van application shall be supplied and conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery.
- e) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer's instructions
- f) LED Road Safety Flare Kit meeting FMVSS No. 125. (Ref. unit Garage Monkey Engineering Model # GME401)
- g) Sufficient interior lighting (a minimum of eight incandescent) to illuminate the driver, passenger, entry area and the interior aisle to a minimum of eight candlepower measured at floor level. The switch for these lamps shall be mounted

in the dash, back lighted, and labeled or on motor cover if provided with quick disconnect harness.

- h) **OPTIONAL TWO-WAY RADIO ANTENNA PREP:** Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind drivers seat. Access compartment must have an access panel/door. Cooperative must approve final design and placement. Panel/door must be color coordinated with interior of van. **Not standard item unless called for as an option by customer.**
- i) **Manual:** A complete operations manual will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility securement, and all options. A component and wiring schematic for the high voltage system should be provided and placed in the vehicle.
- j) **Lock Out:** A “lock out/tagout” procedure with markings and instructions, labels and warnings as well as any tools necessary to lockout vehicle in order to safely service or repair is to be provided.
- k) One blood borne pathogen protection kit incorporating a body fluid cleanup kit.
- l) Chrome retractable coat hook in an accessible location to the driver seat location.
- m) A minimum 7” perforated **stainless steel or powder coated aluminum running board** for each vehicle door shall be supplied. Installation shall be “heavy duty” and sufficiently robust to last for the tested life of the vehicle. The running board shall be sufficiently fastened using Grade 8 (or equivalent) fasteners with nylon lock nuts and flat washers that will prevent loosening and eventual sagging of the floor board. The step must be rated at a minimum of 500lbs and be installed in a manner that does not cause the step to contact the ground at any angle.
- n) Stainless steel entry grab bar in 36” height to be installed (bolted to) on the forward side of the access door. A small auxiliary grab bar to assist in closing the entry door from the interior is to be installed just above the interior door latch.

CITY OF SOUTH EL MONTE CONTRACT # 20-01 AZ (ICE-1)

**AGREEMENT REGARDING PURCHASE OF PARATRANSIT VEHICLES
For E-Transit, NorCal Vans/Driverge**

THIS AGREEMENT is made and entered into on _____, 2024 between and among **A-Z BUS SALES, INC.**, a California corporation, with its principal place of business located at 1900 South Riverside Avenue, Colton, California ("SELLER"), and **CITY OF SOUTH EL MONTE** ("CITY"). SELLER and CITY may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, pursuant to City of South El Monte, Purchasing Manual, Chapter 5 – Special Circumstances, the Purchasing Office may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. In a cooperative purchase setting, one agency represents several agencies by going out to bid, including the needs of the other agencies in the bid specifications. This provides for higher product volume being purchased, resulting in lower unit cost for all agencies; and

WHEREAS, the Morongo Basin Transit Authority ("MBTA") issued a Request for Proposal (RFP #20-01) for the purchase of Paratransit and Transit Vehicles on behalf of itself and Consortium members identified in the Participating Agencies List in the RFP collected by the California Association of Coordinated Transportation ("CalACT") for the MBTA; and

WHEREAS, SELLER was selected as the appropriate vendor for the product as it was awarded MBTA Contract # 20-01 AZ (ICE-1) by MBTA's Board of Directors the purchase of Paratransit and Transit Vehicles, resulting from MBTA's RFP #20-01; and

WHEREAS, as demonstrated by the SELLER's estimate, by utilizing MBTA's RFP, the CITY is being provided a discount in the amount of \$11,212.50 rendering a more economically advantageous result; and

WHEREAS, the CITY has sought the purchase of the products defined and described particularly in this Agreement; and

WHEREAS, the CITY has determined SELLER's price is lower than that estimatey for the purchase if made directly by the CITY; and

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

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and CITY hereby agree as follows:

1. **CONTRACT DOCUMENTS.** This Agreement, along with all Exhibits referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP #20-01 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. **DESCRIPTION OF VANS PURCHASED.** SELLER hereby agrees that it shall sell the VANS manufactured by E-Transit, NorCal Vans/Driverge as more particularly described in RFP #20-01 (attached hereto as Exhibit "A") to any and all Consortium participants who desire to purchase such VANS from SELLER. VANS are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such VANS as more particularly described in RFP #20-01 (attached hereto as Exhibit "A") under the terms and conditions set forth in RFP #20-01.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of RFP #20-01 and as proposed.

5. **PAYMENT BY CONSORTIUM PARTICIPANTS.** SELLER shall collect payment from purchasing agencies within thirty (30) days after the delivery and acceptance of the VANS by the participant, and a receipt of an invoice thereof, per RFP #20-01.

6. **NO ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. **NO ATTORNEYS' FEES.** If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Consortium members shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. **MODIFICATION.** This Agreement may be modified only in writing as authorized by the CITY and signed by all Parties.

9. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Los Angeles County, California.

10. **NO WAIVER OF DEFAULT.** The failure of any Party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

11. **FURTHER ASSURANCES.** Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

12. **BINDING EFFECT; CONTEXT; COUNTERPARTS.** Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

13. **NON-INTEREST.** No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

14. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

15. **INDEMNIFICATION.** SELLER shall indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of an kind whatsoever, arising out of, connected with, or caused by SELLER'S employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

16. **WARRANTY.** The VANS are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP #20-01 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the VANS shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. **WARRANTY OF FITNESS.** SELLER hereby warrants that the VANS and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the VANS and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied.

18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

CITY: Rene Salas
City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

SELLER: John Landher
President
A-Z BUS SALES, INC.
1900 South Riverside Avenue
Colton, California 92324

19. **EXECUTION.** This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

A-Z BUS SALES INC.,
a California corporation

CITY OF SOUTH EL MONTE,
a municipal corporation

By: _____
John Landher, President

By: _____
Rene Salas, City Manager



Customer:	City of South El Monte	
Address:	1556 Central Avenue	County: Los Angeles
City:	South El Monte	Zip Code: 91733
Contact:	Rene Salas	Office Phone: 805-642-1591x121
Email Address:	Rsalas@soelmonte.org	Cell Phone: 626-652-3148
Sales Representative:	Cole Crockett	Type: E- Transit, Nor Cal Vans/Driverge

Quote Date	3/5/2024
Expires	
Roof design	Mid-Roof
DSI Account:	
FORD FIN Code	
Revision Date	

QTY	Option Description	AZ Bus Sales is in an agreement with the City of South El Monte	
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NOR CAL VAN/DRIVERGE , TYPE Z1-E, Ford Transit 350MR W9C

1	Ford E-Transit 350 MR	Driverge	Chassis, Ford E-Transit 148' W/B"
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Sub-Total Base Unit			\$ 103,250.00
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PUBLISHED OPTIONS

1	Delete Shift-N-Step (For rear WC)	\$	(9,055.00)	(9,055.00)
2	Go-ES Single Seat (up to 5 additonal seats)	\$	1,153.00	2,306.00
1	Delivery Zone 2	\$	800.00	800.00
Sub-Total Published Options				(5,949.00)

NON PUBLISHED OPTIONS

1	Digital Print Graphics Package - Matched to Exact Previous Custom Graphics Package	2,850.00	2,850.00
1	Storage Box in lieu of Co-Pilot Seat	850.00	850.00
1	Privacy Tint on side windows	775.00	775.00
1	2024 Chassis + 89kW Ford OEM Battery Pack	6,492.00	6,492.00
Sub-Total Non-Published Options			10,967.00

SUMMARY

SPECIFICATION SUMMARY

Model Year	2024 Model Year and Chassis	Make:	Nor Cal Van/Driverge	Wheelchair Lift Model:	Braun
Type:	Ford E-Transit 350 MR	Chassis:	2024 Ford E-Transit 350 MR	Wheelchair Lift Location	Shift N Step
Passenger Capacity:	5 seated + 1 w/c	Wheelbase:	148	Number of Tie Downs:	1
Seat Fabric:	Ford OEM Charcoal Vinyl	Engine:	Electric	Battery Capacity	89 kWh
Air Conditioning System:	FORD OEM	GVWR:	9,500	Tie Down Type	QStraint 8100 DLX
Exterior Color/Graphics:	White	Body Length:	19.5 ft	Estimated Delivery:	



Customer:	City of South El Monte	
Address:	1556 Central Avenue	County: Los Angeles
City:	South El Monte	Zip Code: 91733
Contact:	Rene Salas	Office Phone: 805-642-1591x121
Email Address:	Rsalas@soelmonte.org	Cell Phone: 626-652-3148
Sales Representative	Cole Crockett	Type E- Transit, Nor Cal Vans/Driverge

Quote Date	3/5/2024
Expires	
Roof design	Mid-Roof
DSI Account:	
FORD FIN Code	
Revision Date	

QTY	Option Description	AZ Bus Sales is in an agreement with the City of South El Monte
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SUMMARY STANDARD BID FEATURES & EQUIPMENT

Ford E-Transit Body Code W9C Mid Roof	235/65R16
Ford E-Transit XL Cargo with Driverge Interior	E-Transit Electric Motor
Rear w/c Lift, Braun Century 800 lb rating	148" Wheelbase
Smart floor interior tracking for seats and w/c's	1-Speed Motor w/ Electric rear Axle
Headroom Height Interior, 67"	9,500 lb GVWR
Exterior Height 99"	Rear Axle: Single Tires.
Overall Length 235.5"	OEM Ford Air Conditioning &Heat, with Tie-In Rear AC & Heat
Laminated Side windows in Passenger area (92A)	AM FM Stereo
Altro Flooring	Reverse Backing camera

CONTRACT PRICING SUMMARY

1		Base Unit as Specified	103,250.00	
1		Published Options	(5,949.00)	
1		Non-Published Options	10,967.00	
1		Sub-total per Unit	108,268.00	
1		Mobility Aid Rebate shown for tax purposes	1,000.00	reversed below
1		ADA Portion	44,047.00	
1		Taxable amount on which tax is collected	65,221.00	
1		Sales Tax on taxable amount	4,117.08	6.313% S. El Monte 10.25%
1		CalACT MBTA Fee of 1.5% on the subtotal	1,624.02	
1		Mobility Aid reduction	(1,000.00)	reversal from above
1		Total, Each	114,009.10	
1		Less HVIP rebate estimate \$	(11,212.50)	Application required HVIP REBATE
1		Sub Total	102,796.60	HVIP amount varies
1		Qty	2	
1		Grand Total	205,593.19	Sales tax rate is based on special zero emission reduction of normal tax rate less 3.9375

AZ Bus Sales is legally obligated to adhere to the warrant and product specifications mentioned in the warranty and vehicle specifications

Cole Crockett
Signature

Cole Crockett
Print Name

Signature _____ Date _____
Rene Salas
Print Name

South El Monte
COMPANY/AGENCY

ATTACHMENT F

2023 Model Year **Battery Electric Vehicle Warranty**
Guide (E-Transit, Mustang Mach-E, F-150 Lightning)



owner.ford.com



ford.ca

October 2022
Second Printing
Litho in U.S.A.



PW7J19T201 AB



This booklet explains the New Vehicle Limited Warranty coverages that apply to your Ford vehicle. Your satisfaction is our goal. If you are not satisfied with Ford's performance under the warranty, Ford participates in an informal warranty dispute settlement mechanism through the Better Business Bureau, which you can contact as follows: BBB AUTOLINE
1676 International Drive, Suite 550, McLean, VA 22102.

You may use the BBB Autoline without charge. An application is available from BBB (800-955-5100) or Ford (800-392-3673).

You must resort to the BBB Autoline mechanism before exercising rights or seeking remedies created by the Magnuson-Moss Warranty Act. If you choose to seek redress by pursuing rights and remedies not created by the Magnuson-Moss Warranty Act, resort to the BBB Autoline Mechanism is not required by any provision of the Magnuson-Moss Warranty Act. Your state may require that you first resort to the BBB Autoline before exercising rights or seeking remedies created by your state's laws.

Further information on the BBB Autoline can be found on page 32.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE DURATION OF THE NEW VEHICLE LIMITED WARRANTY BUMPER TO BUMPER COVERAGE. Further information on implied warranties can be found on page 10.

ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES CAUSED BY DELAY, OR LOSS OF USE MAY NOT BE RECOVERED AND ARE DISCLAIMED AND EXCLUDED UNLESS APPLICABLE LAW PROHIBITS THEIR DISCLAIMER OR EXCLUSION. Further information on the disclaimers and exclusions can be found on page 10.



Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States	In Canada
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 www.owner.ford.com	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-565-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 M-F 8:30 AM - 8:00 PM (ET) www.ford.ca
In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:	In Puerto Rico
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: expcac@ford.com	Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: prcac@ford.com www.ford.com.pr
In Middle East	
Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: menacac@ford.com www.me.ford.com	

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service. When you need warranty repairs, your selling Dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require specialized training, so not all Dealers are authorized to perform all warranty repairs. Depending on the warranty repair needed, the vehicle may need to be serviced at another Dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your Battery Electric Vehicle (BEV). If you bought a previously owned 2023-model electric vehicle, you are eligible for any remaining warranty coverages.

While you may take your vehicle to any Ford Motor Company dealership for most repairs, certain repairs involving the high voltage components must be completed at an Electric Vehicle (EV) Certified Ford dealership. You can identify and locate EV Certified Ford Dealers using the dealer locator tool on Ford.com, or by calling the Customer Relationship Center at 1-800-392-3673.

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company Dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet. In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 32 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your Warranty Start Date is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your Owner's Manual, provided with your vehicle, indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance and may help increase the value you receive when you sell or trade your vehicle.

It is your responsibility to make sure that all the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance.

Make sure that receipts for completed maintenance work are retained with the vehicle.

Your EV dealership, or local Quick Lane Tire & Auto Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, Dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your Dealer or call the Customer Relationship Center at 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your Vehicle Identification Number (VIN) available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The New Vehicle Limited Warranty described in this booklet applies to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Territories, and it was originally registered/licensed and operated in the United States, U.S. Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Territories, or Canada. If you are in a country in which there is no EV Certified Ford Dealer, please contact the nearest EV Dealer for assistance. In some cases, however, you may have to pay the servicing Ford Dealer in a foreign country or U.S. Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company Dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2023-Model Battery Electric Vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS AND RACING USE

***** Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. *****

***** Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. *****

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO NEW VEHICLE LIMITED WARRANTY

***** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages also applies to the NEW VEHICLE LIMITED WARRANTY. *****

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law".

If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you. For more information regarding the BBB AUTO LINE program, see page 32 of this booklet.

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:
• years in service • miles driven

Your New Vehicle Limited Warranty

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
BUMPER TO BUMPER	3/36,000
POWERTRAIN	5/60,000
SAFETY RESTRAINT SYSTEM	5/60,000
CORROSION (Perforation only)	5/UNLIMITED
ELECTRIC VEHICLE COMPONENT	8/100,000

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse.

In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- What is Covered? (pages 14-19)
- What is Not Covered? (pages 19-24)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

Note: Warranted repairs with respect to the high voltage battery assembly must be performed by an EV Certified Ford dealership.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized Dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 19-24. When making warranty repairs on your vehicle, the Dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring or prohibiting that defective parts be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized Dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at facilities other than a Ford Dealer.

One or more separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a prorated adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a prorated adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage.

The tire manufacturer's tire warranty information is available through the manufacture's websites .

Tire Manufacturer	Website	Toll-Free Number
BFGoodrich	www.bfgoodrichtires.com	1-877-788-8899
Bridgestone /Firestone	www.bridgestonetire.com www.firestonetire.com	U.S.: 1-800-356-4644 Canada: 1-800-267-1318
Continental/General	www.continentaltire.com www.generaltire.com	U.S.: 1-800-847-3349 Canada: 1-855-453-1962
Goodyear/Dunlop	www.goodyear.com	U.S.: 1-800-321-2136 Canada: 1-855-453-1962
Hankook	U.S.: www.hankooktire.com/us Canada: www.hankook.com/ca-en	U.S.: 1-800-426-5665 Canada: 1-800-843-7709
Linglong	www.linglongtire.com	1-844-692-8527
Maxxis	www.maxxis.com	1-866-509-7067
Michelin	www.michelinman.com	1-866-866-6605
Nitto	www.nittotire.com	1-888-529-8200
Pirelli	U.S.: www.pirelli.com/tires/en-us/car/tire-use-guide-warranty/tirewarranty Canada: www.pirelli.com/tires/en-ca/car/tire-warranty	1-800-747-3554 (English) 1-800-363-0583 (French)
Toyo	www.toyotires.com	1-800-442-8696
Sumitomo/Falken	www.falkentire.com	1-800-723-2553

You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford.

In certain instances, Ford may authorize repairs at facilities other than a Ford Dealer. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 23 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended Powertrain coverage applies to all components of the driveline that are not specifically covered by the Electric Vehicle Component warranty. Powertrain components that receive warranty coverage for five years or 60,000 miles may include gears, differential, shafts, fluid pumps, seals and gaskets, bearings, mounts, drive shaft, retainers, supports, universal and constant velocity joints.

(2) The high voltage battery and eDrive systems of your vehicle are covered by the Electric Vehicle Component coverage for eight years or 100,000 miles, whichever comes first. High voltage battery and eDrive components covered by this warranty include the high voltage battery assembly, Bussed Electrical Center (BEC), Battery Energy Control Module (BECM), on-board charger, Inverter System Controller (ISC), DC/DC converter, and eDrive. If a covered component requires replacement under the Electric Vehicle Component warranty, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age and mileage and meet Ford's requirements and standards.

(3) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(4) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

High Voltage Lithium-Ion Battery Capacity Coverage

As is the case with all batteries, the high voltage lithium-ion battery capacity will decrease over time and with use. While gradual capacity loss with time and use is considered normal wear and tear, Ford Motor Company warrants the high voltage battery against excessive capacity loss for a period of 8 years/100,000 miles, whichever comes first. If an authorized EV Certified Ford Dealer determines that the battery capacity is less than 70 percent of the high voltage battery's beginning of life capacity, or less than 65 percent for vehicles in cutaway or chassis cab configuration, this level of capacity loss is considered excessive. The measurement method used to determine the high voltage battery capacity, and the decision of whether to repair, replace, or provide reconditioned or remanufactured parts, and the condition of any such replaced, reconditioned or remanufactured parts, are at the sole discretion of Ford Motor Company. During the High Voltage Battery Capacity Coverage period, Ford Motor Company will cover the necessary component repair or replacement to correct this excessive capacity loss, when performed by an EV Certified Ford dealership. This coverage is in addition to the high voltage battery assembly's limited warranty for defects in materials or workmanship. If a warranty repair requires replacement of the high voltage battery

assembly, or one of its components, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age, and mileage.

NOTE: The battery capacity degradation rate will vary based on various factors, including environmental conditions, and will also be affected by the way in which the vehicle is used. Following the recommendations in the *Preserving Your High Voltage Battery* section of the Owner's Manual may help lower the rate of capacity degradation and optimize battery life.

Ford Power-Up software updates

During the warranty coverage period, Ford Motor Company warrants that:

- you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by a Ford Power-Up software update

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- immersion/flooding of the high voltage battery assembly
- abuse and/or misuse of the vehicle and/or high voltage battery pack, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

- exceeding the load limits specified on the certification label. See your Owner's Manual for the location of the certification label
- failure to observe and resolve vehicle warnings and indications of battery concerns within a reasonable amount of time, typically 30 days
- failure to complete Ford Power-Up software updates within a reasonable amount of time, typically 30 days
- the use of incompatible charging devices or methods
- modifications to the high voltage battery assembly, high voltage system, or associated wiring
- exposure to direct and/or intense heat sources outside of normal use, such as collision repairs that subject the vehicle to paint booth conditions that exceed Ford's recommendations
- allowing the high voltage battery assembly to remain in a fully discharged, or near zero state of charge, for more than 14 days
- repairs performed by facilities and personnel not authorized by Ford, including repairs which would have otherwise been covered under the manufacturer's warranty,
- improper vehicle storage resulting in high voltage battery damage (See Owner's Manual for vehicle storage recommendations)

In order to maintain your warranty coverage, be sure to follow the recommendations in the Owner's Manual under *Preserving Your High Voltage Battery*.

The New Vehicle Limited Warranty does not cover damage to the Ford Mobile Charger caused by abuse or misuse. Always use the Ford Mobile Charger in a manner that conforms to the directions found in the Owner's Manual.

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- Tampering, alterations, or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company

- the installation or use of a non-Ford Motor Company part or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance “chips”.
- Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items.

Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- fluids such as coolant, brake fluid, and lubricants
- cabin air filters
- tire rotation/inflation
- cleaning/polishing
- wiper blades
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Starting with 2023 MY Ford vehicle wiper blades are not covered by the 6 months/unlimited mile warranty coverage
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
 - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
 - non-Ford Motor Company software, or
 - obsolescence of vehicle software or hardware
 - lack of network coverage or availability
- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modification to alter functionality or capability
 - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazards such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 35)
- aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts is not covered.
- high-voltage battery replacement due to improper vehicle storage. Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period.
- if the component that caused the failure is beyond coverage and damages a component with remaining coverage, the entire repair is NOT reimbursable.

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest EV Certified Ford dealership, or to your selling dealership, if within 35 miles of the disablement
- Should your BEV be disabled due to low charge, similar to emergency fuel delivery to ICE vehicle, towing to the nearest public charger, EV Certified Ford dealership, or home if within 35 mi radius of your vehicle's location. (Limited to two occurrences in a 12-month period)
- In the case of a flat tire, roadside assistance will help with the use of the tire mobility kit, or if the kit is damaged or unusable or if requested by the customer, roadside assistance will tow to the nearest Dealer
- 12V Battery jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by a Ford or Lincoln Protect extended service plan, you may seek reimbursement for a tow charge under that plan.

**For emergency roadside assistance, call 1-800-241-3673,
24 hours a day, 365 days a year.**

**Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles
that must be towed because a covered repair failed during the
warranty coverage period, Ford will cover towing to the nearest
Ford Motor Company dealership.**

**Ford Motor Company reserves the right to modify or discontinue
Roadside Assistance at any time. Certain restrictions apply to
Roadside Assistance benefits. Call 1-800-241-3673 for further
details**

5. Additional information about your warranty coverage

NOTE: Fully-electric vehicles are not eligible for any emissions warranties.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work performed on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's systems may not work as effectively, and you may jeopardize your warranty coverage.

OWNER'S WARRANTY RESPONSIBILITIES

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Owner's Manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company Dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

To preserve your warranty, the following conditions should be observed (See Owner's Manual for further detail):

- Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period.
- Follow all instructions for use and charging of the high voltage battery assembly
- Use the vehicle, charging equipment, and high voltage battery assembly as intended and as described in the Owner Manual, and in accordance with the manufacturer's instructions.
- Have all high voltage battery assembly service and repairs performed by properly qualified and equipped personnel at an EV Certified Ford dealership.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

The high voltage battery assembly in the vehicle is designed to operate within a sealed system. Removing the high voltage battery assembly from the vehicle, or opening the high voltage battery assembly, creates a risk of damage to the high voltage battery assembly, as well as a risk of personal injury, including electrocution. EV Certified Ford dealerships are specially trained and equipped to repair the high voltage battery assembly and high voltage systems on the vehicle, and are the only repair facilities authorized to repair the high voltage battery assembly.

In order to maintain optimal battery life and functionality of your vehicle, it is imperative that all high voltage battery software updates are installed. You are responsible for ensuring all software updates are installed within 30 days of software availability. You can most easily accomplish this by keeping Automatic Updates set to "ON". If you are unable or choose not to use your vehicle's connectivity features to update software, your Ford Dealer can determine if software updates are available for your vehicle and perform these updates. Software updates will be installed at no cost to you during the warranty period. Damage resulting from failure to install battery system updates will not be covered under your New Vehicle Limited Warranty.

During the warranty coverage period, Ford Motor Company warrants that you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by a software update.

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage. To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see Customer Assistance, on the inside front cover, and Better Business Bureau (BBB) AUTO LINE program, page 32.

6. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

7. Ford Protect Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Protect. Ford Protect service contracts are backed by Ford Motor Company or Ford Motor Service Company. Ford Protect plans provide up to 8 years and 150,000 miles of coverage.

They provide:

- benefits during the warranty period, depending on the plan you purchase can be: reimbursement for a rental vehicle, protecting against tire and wheel road hazard damage, coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- protection against covered repair costs and continuing Roadside Service Assistance benefits after your Bumper to Bumper Warranty expires.

You may purchase Ford Protect from any Ford Motor Company dealer or see our website at fordprotect.ford.com. There are several Ford Protect plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving and vehicle ownership needs, including reimbursement for towing and rental.

When you purchase Ford Protect, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of Ford Motor Company Dealers.

NOTE: Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa and District of Columbia are not eligible for Ford Protect coverage.

NOTE: The high voltage battery assembly is not eligible for any of the extended warranty plans or packages.

This information is subject to change. Ask your Dealer for complete details about Ford Protect coverage.

8. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and your dealer. If you are not satisfied with the resolution of a warranty concern, we recommend you follow the three-step resolution procedure outlined in this Warranty Guide. You may also be eligible to participate in the BBB AUTO LINE program whether or not you follow this three-step procedure.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under the Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

BBB AUTO LINE
1676 International Drive, Suite 550
McLean, VA 22102

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.



City Council Agenda Report

Agenda Item No. 7.e.

DATE: April 23, 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. 24-151, AWARDING A CONTRACT SERVICES AGREEMENT TO WGJ ENTERPRISES, INC. dba PCI FOR CITYWIDE STRIPING MAINTENANCE SERVICES

SUMMARY: Staff seeks City Council approval to award a Contract Services Agreement to WGJ Enterprises, Inc. dba PCI for Citywide Striping Maintenance Services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-151, awarding a Contract Services Agreement to WGJ Enterprises, Inc. dba PCI for Citywide Striping Maintenance Services; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The total contract amount for Citywide Striping Maintenance Services will not exceed \$80,000. \$20,000 has been appropriated for these services within the City Council's approved FY 2023/24 budget. Staff will recommend allocating \$60,000 from Measure M funds to cover the remaining cost for citywide striping maintenance services as part of the proposed FY 24/25 budget, as these funds are permitted for such expenditure.

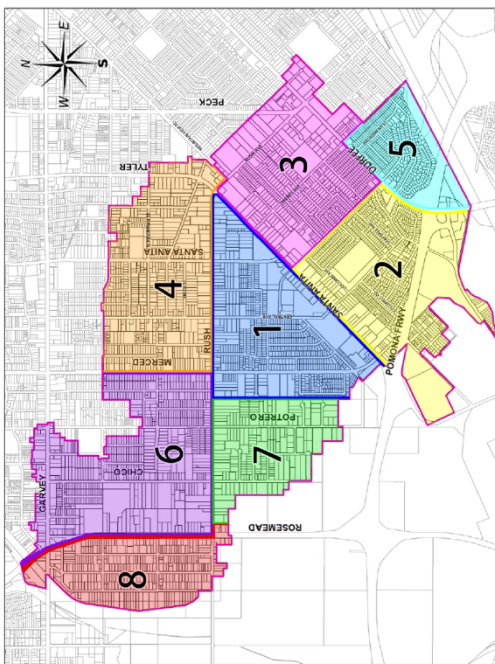
DISCUSSION: On November 28, 2023, the City Council authorized staff to issue a Request For Proposal (RFP) for Citywide Striping Maintenance Services from qualified contractors to provide annual citywide repainting of traffic striping. On November 29, 2023, the City released an RFP for Citywide Striping Maintenance Services. The deadline for submission of responses was set for January 10, 2024, at 2:00 p.m. However, the City did not receive any official submissions from contractors.

The City readvertised the RFP on January 30, 2024, and set the deadline for submission of responses to March 6, 2024, at 2:00 p.m. Staff reached out to several striping contractors to inform them about the RFP. The City received one (1) proposal from WGJ Enterprises, Inc dba PCI.

The proposal was evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references. Staff determined that the proposal from PCI was the most qualified pursuant to the City's purchasing policy and its proposal demonstrated a thorough understanding of the required services required by the City.

PCI has extensive experience providing striping services since 1992. It holds a C-32 "Parking and Highway Improvements" contractor's license and has the required specialty equipment and trained personnel to perform any type of striping and marking job required by the City. PCI employs 35 field employees, all of whom are CPR certified for safety, and OSHA 10 certified. Additionally, supervisors hold OSHA 30 certification, and PCI owns 45 trucks specifically manufactured for street and highway striping. Additionally, each staff member assigned to the city project possesses over 20 years of experience in the industry, ensuring a high level of expertise and proficiency. Several California cities' public works and engineering staff served as references and expressed positive experiences working with PCI on past projects.

During the current Fiscal Year 23/24, the striping program will concentrate solely on Citywide Striping Maintenance Zones 1, 2, 3, and 5. In FY 24/25, the program will expand to include zones 4, 6, 7, and 8, with the inclusion of main arterial areas as necessary.



Staff recommends City Council approve a Contract Services Agreement with PCI as the most qualified contractor to provide Citywide Striping Maintenance Services for a total amount of \$80,000 and authorize the City Manager or designee to execute the agreement.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. Resolution No. 24-151, Awarding Contract Services Agreement
- B. (SEM) PSA for WGJ Enterprises Inc. dba PCI for Citywide Striping Maintenance Services(976532.2)

ATTACHMENT A

RESOLUTION NO. 24-151

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING PROFESSIONAL SERVICE AGREEMENT TO WGJ ENTERPRISES, INC DBA PCI FOR CITYWIDE STRIPING MAINTENANCE SERVICES

WHEREAS, on November 28, 2023, the City Council authorized staff to issue a Request for Proposals (RFP) for Citywide Striping Maintenance Services; and

WHEREAS, on January 10, 2024, City staff re-issued a RFP for Citywide Striping Maintenance Services with a proposal due date of March 6, 2024; and

WHEREAS, the City received one (1) proposal from WGJ Enterprises, Inc. dba PCI; and

WHEREAS, the City evaluated the proposal and determined that WGJ Enterprises, Inc. dba PCI was the most qualified pursuant to the City's purchasing policy and its proposal demonstrated the best understanding of the requested services; and

WHEREAS, WGJ Enterprises, Inc. dba PCI has extensive experience providing striping services since 1992. Additionally, each staff member assigned to the city project possesses over 20 years of experience in the industry, ensuring a high level of expertise and proficiency; and

WHEREAS, Several California cities' public works and engineering staff served as references and expressed positive experiences working with WGJ Enterprises, Inc. dba PCI on past projects.

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: Upon reviewing the proposals submitted for Citywide Striping Maintenance Services, the City Council hereby finds that WGJ Enterprises, Inc. dba PCI has submitted the most qualified proposal pursuant to the City's purchasing policy, in the amount of \$80,000.00.

SECTION 3: The City Council hereby authorizes the City Manager, or his designee, to take all actions necessary to effectuate and execute a professional service agreement with WGJ Enterprises, Inc. dba PCI in the amount of \$80,000, subject to the approval by the City Attorney as to form.

SECTION 4: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of April 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. 24-151 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 23rd day of April 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

And

WGJ ENTERPRISES, INC. DBA PCI

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
WGJ ENTERPRISES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 23 day of April, 2024 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and WGJ ENTERPRISES, INC., DBA PCI , a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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.

Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

The Parties desire to formalize the selection of Consultant for 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 Eighty Thousand Dollars (\$80,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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 one (1) years 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 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:

William G. Jacob _____

President/Owner _____

(Name)

(Title)

(Name)

(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 John Poehler Public Works 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:

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;

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;

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 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 Consultant and its sureties shall be liable for and shall pay to the City the sum of \$500.00 (Five Hundred Dollars) as liquidated damages for each working 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 Consultant any accrued liquidated damages. Pursuant to Government Code Section 4215, Consultant 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 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.

7.9 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.

7.10 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.

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:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

WGI ENTERPRISES, INC. dba PCI, a California corporation

By: _____
Name: William G. Jacob
Title: President/Owner

By: _____
Name: Todd Moysychyn
Title: Chief Financial Officer

Address: 975 W 1st Street
Azusa, CA 91702

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 _____, 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 OR TYPE OF DOCUMENT

TITLE(S)

☐

PARTNER(S) ☐ LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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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 OR TYPE OF DOCUMENT

TITLE(S)

☐
☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Emergency – Unscheduled corrective activities that require immediate attention to restore striping, markings, raise pavement markers and or signage that could threaten the safety of pedestrian, property and vehicle damage.

Target Response Time: **Immediate**

Urgent – The problem reporting is not a safety issue, but striping, markings, raise pavement markers and or signage are needed now.

Target Response Time: **72 Hours**

Routine – Maintenance for discolored / faded striping and markings.

Target Response Time: **72 Hours**

The Consultant is expected to establish and maintain a close working relationship with City staff throughout the duration of the Agreement.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Status reports and studies due upon City’s request.

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:

1. For the duration of the Agreement, the selected Consultant shall maintain the same Project Manager, as specified in the Proposal and approved by the City. In the event that the authorized Project Manager terminates employment, the Consultant shall make a demonstrated and concerted effort to maintain the Project Manager in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Project Manager will require written City approval.

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:

1. The Consultant shall furnish and deploy the required personnel to ensure the timely and satisfactory completion of all tasks specified in this Agreement.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Bid Item #	Item Description	Unit	Unit Cost¹
1	Removal of Striping, Markings, and Reflectors		
1.01	Pavement Marking	SF	\$ 2.65
1.02	12" Wide Stripe	LF	\$ 2.65
1.03	8" Wide Stripe	LF	\$ 1.77
1.04	6" Wide Stripe	LF	\$ 1.33
1.05	4" Wide Stripe	LF	\$ 0.89
1.06	Detail 2 - Yellow Centerline	LF	\$ 0.26
1.07	Detail 9 - Lane Line	LF	\$ 0.26
1.08	Detail 21 - No Passing Zones	LF	\$ 2.65
1.09	Detail 22 - No Passing Zones	LF	\$ 2.65
1.10	Detail 23 - No Passing Zones Markers	LF	\$ 2.65
1.11	Detail 24 - Left Edge Line	LF	\$ 0.88
1.12	Detail 25 - Left Edge Line	LF	\$ 0.88
1.13	Detail 25A - Left Edge Line	LF	\$ 0.88
1.14	Detail 27B - Right Edge Line	LF	\$ 0.88
1.15	Detail 27C - Right Edge Line Extension	LF	\$ 0.44
1.16	Detail 28 - Median Islands	LF	\$ 5.30
1.17	Detail 29 - Median Islands	LF	\$ 5.30
1.18	Detail 32 - Two-way Left-Turn Lane	LF	\$ 2.20
1.19	Detail 36 - Exit Ramp Neutral Area	LF	\$ 1.77
1.20	Detail 36B - Entrance Ramp Neutral Area	LF	\$ 1.77
1.21	Detail 37B - Lane Drop Markings	LF	\$ 0.89

Bid Item #	Item Description	Unit	Unit Cost ¹
1.22	Detail 38 - Channelization Line	LF	\$1.77
1.23	Detail 39 - Bike Lane (Non-Skid)	LF	\$1.33
1.24	Detail 39A - Bike Lane Intersection Line (Non-Skid)	LF	\$0.66
1.25	Detail 40 - Lane Line Extension	LF	\$0.44
1.26	Detail 40A - Alternate to Detail 40	LF	\$0.44
1.27	Detail 41 - Centerline Extension	LF	\$0.88
1.28	Detail 41A - Alternate to Detail 41	LF	\$0.88
2	Painting of Striping and Markings²		
2.01	Curb Painting	LF	\$0.80
2.02	Parking T's or L's	EA	\$25.00
2.03	Bike Lane Markings & Arrows (Non-Skid)	SF	\$25.00
2.04	Pavement Marking	SF	\$5.56
2.05	12" Wide Stripe	LF	\$1.86
2.06	8" Wide Stripe	LF	\$0.70
2.07	6" Wide Stripe	LF	\$0.53
2.08	4" Wide Stripe	LF	\$0.50
2.09	Detail 2 - Yellow Centerline	LF	\$0.20
2.10	Detail 9 - Lane Line	LF	\$6.29
2.11	Detail 21 - No Passing Zones	LF	\$0.34
2.12	Detail 22 - No Passing Zones	LF	\$0.63
2.13	Detail 23 - No Passing Zones Markers	LF	\$2.00
2.14	Detail 24 - Left Edge Line	LF	\$0.18
2.15	Detail 25 - Left Edge Line	LF	\$0.25
2.16	Detail 25A - Left Edge Line	LF	\$0.33
2.17	Detail 27B - Right Edge Line	LF	\$0.18

Bid Item #	Item Description	Unit	Unit Cost ¹
2.18	Detail 27C - Right Edge Line Extension	LF	\$0.14
2.19	Detail 28 - Median Islands	LF	\$0.68
2.20	Detail 29 - Median Islands	LF	\$0.83
2.21	Detail 32 - Two-way Left-Turn Lane	LF	\$1.20
2.22	Detail 36 - Exit Ramp Neutral Area	LF	\$0.45
2.23	Detail 36B - Entrance Ramp Neutral Area	LF	\$0.45
2.24	Detail 37B - Lane Drop Markings	LF	\$0.54
2.25	Detail 38 - Channelization Line	LF	\$0.45
2.26	Detail 39 - Bike Lane (Non-Skid)	LF	\$0.18
2.27	Detail 39A - Bike Lane Intersection Line (Non-Skid)	LF	\$0.18
2.28	Detail 40 - Lane Line Extension	LF	\$0.50
2.29	Detail 40A - Alternate to Detail 40	LF	\$0.50
2.30	Detail 41 - Centerline Extension	LF	\$0.50
2.31	Detail 41A - Alternate to Detail 41	LF	\$0.50
3	Installation of Thermoplastic Striping and Markings²		
3.01	Install Blue Marker for Fire Hydrants	EA	\$15.00
3.02	Parking T's or L's	EA	\$50.00
3.03	Bike Lane Markings & Arrows (Non-Skid)	SF	\$25.00
3.04	Pavement Marking	SF	\$9.10
3.05	12" Wide Stripe	LF	\$4.00
3.06	8" Wide Stripe	LF	\$1.20
3.07	6" Wide Stripe	LF	\$1.08
3.08	4" Wide Stripe	LF	\$1.05
3.09	Detail 2 - Yellow Centerline	LF	\$0.80

Bid Item #	Item Description	Unit	Unit Cost ¹
3.10	Detail 9 - Lane Line	LF	\$ 0.80
3.11	Detail 21 - No Passing Zones	LF	\$ 1.24
3.12	Detail 22 - No Passing Zones	LF	\$ 1.53
3.13	Detail 23 - No Passing Zones Markers	LF	\$ 2.10
3.14	Detail 24 - Left Edge Line	LF	\$ 0.78
3.15	Detail 25 - Left Edge Line	LF	\$ 0.85
3.16	Detail 25A - Left Edge Line	LF	\$ 0.93
3.17	Detail 27B - Right Edge Line	LF	\$ 0.78
3.18	Detail 27C - Right Edge Line Extension	LF	\$ 0.78
3.19	Detail 28 - Median Islands	LF	\$ 2.48
3.20	Detail 29 - Median Islands	LF	\$ 2.77
3.21	Detail 32 - Two-way Left-Turn Lane	LF	\$ 3.20
3.22	Detail 36 - Exit Ramp Neutral Area	LF	\$ 1.35
3.23	Detail 36B - Entrance Ramp Neutral Area	LF	\$ 1.35
3.24	Detail 37B - Lane Drop Markings	LF	\$ 1.44
3.25	Detail 38 - Channelization Line	LF	\$ 1.35
3.26	Detail 39 - Bike Lane (Non-Skid)	LF	\$ 0.78
3.27	Detail 39A - Bike Lane Intersection Line (Non-Skid)	LF	\$ 0.78
3.28	Detail 40 - Lane Line Extension	LF	\$ 1.85
3.29	Detail 40A - Alternate to Detail 40	LF	\$ 1.85
3.30	Detail 41 - Centerline Extension	LF	\$ 2.35
3.31	Detail 41A - Alternate to Detail 41	LF	\$ 2.35

II. 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.

III. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

IV. Expenses. These rates are inclusive of all expenses. Consultant shall

bear all other out-of-pocket expenses, or any other costs related to the performance of services pursuant to this Agreement and shall not seek reimbursement of such expenses from City.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

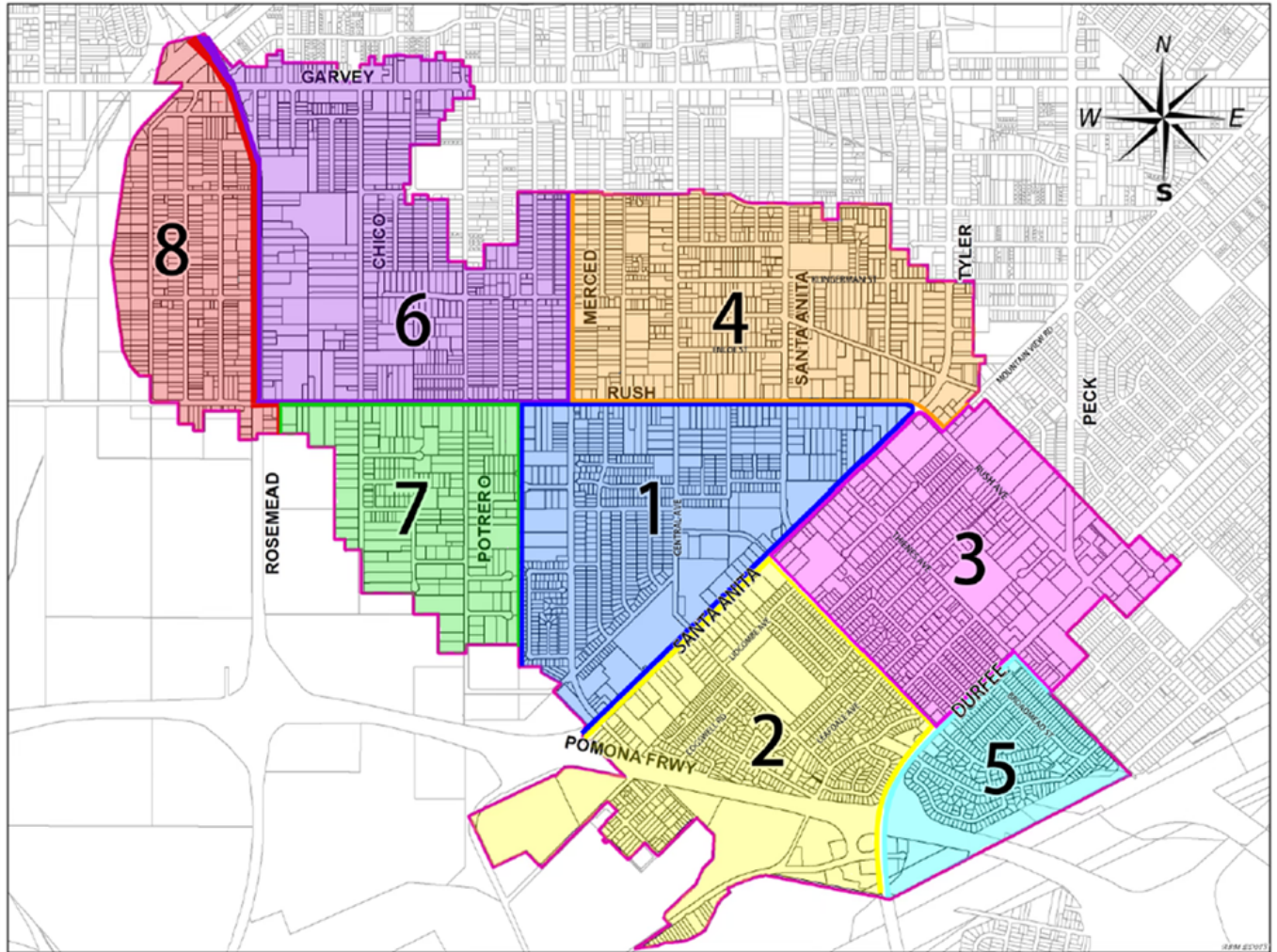
City and Consultant may reach a mutually-agreed upon completion date for the tasks listed under Exhibit A.I. depending on the tasks and the City’s requirements.

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

A. Status reports due upon City’s request.

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

EXHIBIT “E”
CITYWIDE STRIPING MAINTENANCE ZONES





City Council Agenda Report

Agenda Item No. 7.f.

DATE: April 23, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Planning Manager

SUBJECT: 2023 HOUSING ELEMENT ANNUAL PROGRESS REPORT

SUMMARY: The 2023 Housing Element Annual Progress Report summarize the City's progress with regard to the implementation of the goals, policies, and programs of the City's General Plan. It also summarizes the activities of the Community Development Department from January 1, 2023, through December 31, 2023. This report was submitted on April 1, 2024, per state mandate and was approved by the State Department of Housing and Community Development (HCD). Staff recommends that the City Council receive and file the 2023 Annual Progress Report.

RECOMMENDED ACTION: Staff recommends that the City Council receive and file the Housing Element Annual Progress Report for Calendar Year 2023.

FISCAL/FINANCIAL IMPACT: No Fiscal Impact

DISCUSSION: The report has been prepared in compliance with California Government Code Section 65400 et. seq., which mandates the Planning Commission annually submit to the City Council, State Office of Planning and Research, and the Department of Housing and Community Development the status of the General Plan and the progress the City has made on implementing the goals and policies of the General Plan. During 2023, the Building Department issued permits for 23 total new units 22 of which were Accessory Dwelling Units (ADU's). These 23 units were then categorized into different affordability tiers that ranged from very low to above moderate-income levels. These units were categorized by taking the average rental rates per square feet from adjacent jurisdictions and applying them to each individual unit which permits were provided for.

Income Level	2021-2029 RHNA Allocation	Projection Period 6/30/21- 10/14/21	2021	2022	2023	Total Units to Date	Total Remaining RHNA by Income Level
Very Low (0-30% of AMI)	131	0	0	0	5	5	126

Low (30-50% of AMI)	64	3	1	0	7	11	53
Moderate (50-80% of AMI)	70	0	0	0	10	10	60
Above Moderate (>80 % of AMI)	312	0	1	22	1	24	288
Total	577	3	2	22	23	50	527

The Housing Element Annual Progress Report is attached hereto for the City Council's consideration. The report provides specific building records for the accounted units, goals and policies of the City of South El Monte Housing Element, LEAP Grant status information. Programs and policies that were reported to the state range from the Code Enforcement program, which looks to coordinate distribution of Homeowner Rehabilitation Assistance/Owner Occupied Rehabilitation (OOR) Program funding with Code Enforcement case data to assist eligible households; to more long range planning, such as the General Plan and Zoning Ordinance review and update.

The attached report has been forwarded and received by the California Department of Housing and Community Development and the Governor's Office of Planning and Research on April 1, 2024.

CEQA

The Housing Element Annual Progress Reports does not qualify as a project as defined in the California Code of Regulations Section 15378(a). The report is an administrative activity conducted by the City that will not result in direct or indirect physical changes in the environment. Further, the Annual Progress Reports are exempt from review under the California Environmental Quality Act (CEQA), pursuant to California Code of Regulations Section 15601(b)(3). The activity is covered by the commonsense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

ATTACHMENT(S):

- A. Housing Annual Progress Report SouthElMonte2023

Please Start Here

General Information	
Jurisdiction Name	South El Monte
Reporting Calendar Year	2023
Contact Information	
First Name	GERARDO
Last Name	MARQUEZ
Title	PLANNING MANAGER
Email	GMARQUEZ@SOELMONTE.ORG
Phone	6265796540
Mailing Address	
Street Address	1415 SANTA ANITA
City	SOUTH EL MONTE
Zipcode	91733

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_2_15_24

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2023 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2023

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	South El Monte	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	5
Low	Deed Restricted	0
	Non-Deed Restricted	7
Moderate	Deed Restricted	0
	Non-Deed Restricted	10
Above Moderate		1
Total Units		23

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	1	1	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	20	22	0
Mobile/Manufactured Home	0	0	0
Total	21	23	0

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	23	23
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	21
Number of Proposed Units in All Applications Received:	21
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	21	21
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	19
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	South El Monte	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bc Applica
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,Z to 4.5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	6	0	7	0	7	1	21	0	0		
	8103024040	2542 EDWARDS AVE		RES-NEW-23-005	ADU	O	8/23/2023				1				1			NONE	No
	8116005030	1330 MERCED AVE		RES-ALT-23-044	ADU	O	11/30/2023						1		1			NONE	No
	8114016012	1803 COGSWELL RD		RES-ACC-23-032	ADU	O	7/6/2023				1				1			NONE	No
	8103013011	2314 CENTRAL AVE		RES-ACC-23-035	ADU	O	7/19/2023				1				1			NONE	No
	8114035002	11208 BROADMEAD ST		RES-ALT-23-043	ADU	O	11/13/2023		1						1			NONE	No
	8117018020	9909 LAWTON DR		RES-ACC-23-036	ADU	O	7/20/2023						1		1			NONE	No
	8114032006	1749 MAXSON RD		RES-NEW-23-001	SFD	O	1/23/2023							1	1			NONE	No
	8104025024	2316 SANTA ANITA AVE, BLDG LOT A		RES-ACC-23-043	ADU	O	8/3/2023						1		1			NONE	No
	811800416	10932 FANDON		RES-ACC-21-018	ADU	O	4/17/2021				1				1			NONE	No
	8114031012	11116 THIENES		RES-ACC-22-006	ADU	O	3/8/2022						1		1			NONE	No
	8103018033	10316 ENLOE 2339		RES-ACC-22-023	ADU	O	8/9/2022						1		1			NONE	No
	8104025015	1542 GRANADA		RES-ACC-21-028	ADU	O	11/30/2021						1		1			NONE	No
	8116012020	1542 HAVENPARK		RES-ACC-22-029	ADU	O	10/13/2022						1		1			NONE	No
	8116019013	1829 LUDER 330		RES-ACC-22-026	ADU	O	9/21/2022				1				1			NONE	No
	8116021006	BROADMEAD 11052		RES-ACC-23-019	ADU	O	5/3/2023				1				1			NONE	No
	8119007074	ANDREWS 11339		RES-ACC-22-016	ADU	O	9/8/2022						1		1			NONE	No
	8113011015	BROADMEAD 1618 LEXHAM		RES-ACC-23-018	ADU	O	4/26/2023						1		1			NONE	No
	8114028008	1618 LEXHAM		RES-ACC-23-017	ADU	O	4/25/2023		1						1			NONE	No
	8114028008	1618 LEXHAM		RES-ACC-23-016	ADU	O	4/25/2023				1				1			NONE	No
	8104022015	10907 WEAVER		RES-ACC-23-040	ADU	O	7/24/2023		1						1			NONE	No
	8118008028	1457 LEAFDALE		RES-ACC-23-029	ADU	O	6/29/2023		1						1			NONE	No
	8116020018	1823 DOREEN		RES-ACC-22-030	ADU	O	10/17/2022						1		1			NONE	No
	8118015049	1315 DURFEE		RES-ACC-23-011	ADU	O	3/30/2023						1		1			NONE	No
	8118016065	11129 BYWAYS		RES-ACC-23-031	ADU	O	7/5/2023				1				1			NONE	No
	8114033004	1634 LEAFDALE		RES-ACC-22-034	ADU	O	11/16/2022				1				1			NONE	No
	8104015022	10704 ELIOT		RES-ACC-23-023	ADU	O	6/13/2023						1		1			NONE	No
	8102034011	2664 MARYBETH		RES-ACC-22-017	ADU	O	6/15/2023						1		1			NONE	No
	8104020016	10923 KLINGERMAN		RES-ACC-23-014	ADU	O	11/7/2023				1				1			NONE	No
	8118014045	1321 HOLTWOOD		RES-ACC-23-047	ADU	O	8/28/2023		1						1			NONE	No
	8102025022	2547 TAMORA		RES-ACC-23-005	ADU	O	2/8/2023		1						1			NONE	No
															0				
															0				
															0				
															0				

Jurisdiction	South El Monte	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	131	-	-	-	-	-	-	-	-	-	-	5	126
	Non-Deed Restricted		-	-	-	5	-	-	-	-	-	-		
Low	Deed Restricted	64	3	1	-	-	-	-	-	-	-	-	11	53
	Non-Deed Restricted		-	-	-	7	-	-	-	-	-	-		
Moderate	Deed Restricted	70	-	-	-	-	-	-	-	-	-	-	10	60
	Non-Deed Restricted		-	-	-	10	-	-	-	-	-	-		
Above Moderate		312	-	1	22	1	-	-	-	-	-	-	24	288
Total RHNA		577												
Total Units			3	2	22	23	-	-	-	-	-	-	50	527
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-income Need		2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		66	-	-	-	5	-	-	-	-	-	-	5	61

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact

HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted

VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction		South El Monte	
Reporting Year		2023	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
CREATION OF ADEQUATE SITES	•Rezone to create additional opportunities for approximately 60 to 110 new lower- and moderate-income units. •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.	2021-2029	This is an ongoing effort and will continue
IMPLEMENTATION OF MIXED USE (C-R) ZONE	The City amended the Zoning Ordinance to permit mixed-use development using the new C-R zone district, the designation will permit both stand-alone infill residential development as well as traditional	Continuous	This is an ongoing effort and will continue

MIXED USE (CMR) ZONE	mixed-use development where commercial uses and residential uses are located in the same structure. (Commercial Residential) zone district.		
GENERAL PLAN AND ZONING ORDINANCE REVIEW AND UPDATE.	There will be an annual review of the General Plan to document its consistency with the Housing Element goals, policies, and programs.	Continuous	This is an ongoing effort and will continue
SECOND UNIT HOUSING PROGRAM	The first element of this program involves the continued use of a zoning provision that will continue to permit the development of an additional (second) housing unit on any R-1 Zoned lot. The additional housing units are permitted by right as long as they conform to the development standards for the R-1 Zone. An expanded component of this existing program will permit the City to waive application fees if the property owner agrees to an affordability covenant that would place an affordability restriction on the new units for a given period.	Continuous	The Accessory Dwelling Unit Ordinance was amended and adopted in the last quarter of 2017. The City continues to promote this program.
	A federally funded rental program that		

HOUSING CHOICE VOUCHER PROGRAM	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 40 residents who currently participate in this program.	Continuous	This program is ongoing.
IDENTIFICATION OF ELI AND LOW INCOME HOUSING FUNDING SOURCES	The City proactively continues to pursue available funding sources to assist in the development of lower income, including extremely low-income housing. The City continues to apply for State and Federal assistance including, but not limited to, CDBG and Home funding. Other funding sources will continue to be explored including Prop 1-C and Local Housing Trust Funds.	Continuous	This program is ongoing and will be continued.
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	Continuous	The program is ongoing and will be continued.

	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.		
EMERGENCY HOUSING PROGRAM	The City recently amended the Zoning Ordinance to permit emergency shelters in an area located in the northwestern portion of the City just south of Garvey Avenue and west of Rosemead Boulevard. The City's Zoning Ordinance was amended to permit such uses by right without discretionary review within this zone, and to ensure emergency shelters are only subject to the same development and management standards that apply to other allowed uses within the overlay area. This zone was specifically selected because of its proximity to transportation, public services, and the underlying uses that could more easily accommodate the use.	2021-2029	The rezoning has been completed though the City will continue to ensure that the available zoning is identified so that it may be effectively implemented.
REPLACEMENT HOUSING PROGRAM	•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.	2021-2029	Upon housing element adoption

CODE ENFORCEMENT PROGRAM	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.	2021-2029	The program is ongoing and will be continued.
COUNTYWIDE AFFORDABLE RENTAL HOUSING DEVELOPMENT PROGRAM	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.	2021-2029	This program is administered by the Los Angeles County Development Authority (LACDA). The City promotes this program on an ongoing basis.
COUNTYWIDE AFFORDABLE HOME OWNERSHIP 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.	2021-2029	This program is administered through Los Angeles Urban County HOME allocation. The City promotes this program on an ongoing basis.

FIRST TIME HOME BUYER PROGRAM	The Cal Home First Homebuyers Program consists of a \$25,000 down payment assistance program for qualified applicants. Depending on the project, the assistance may increase to a maximum amount of \$60,000.00. The loan is zero interest and must be repaid in 30 years. The program evaluates family size, family income, citizenship/residency, and type of property being purchased.	2021-2029	This program has expended it's funds through CalHome funds.
	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		
MORTGAGE CREDIT CERTIFICATE PROGRAM	The Mortgage Credit Certificate (MCC) Program leverages home ownership assistance by issuing certificates 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.	2021-2029	This program is offered through the County and it's funds.
	Facilitate the development, maintenance, and improvement of		

REASONABLE ACCOMMODATION PROGRAM	housing for persons with disabilities; reduce processing time for reasonable accommodation requests by 50 percent.	Continuous	The program is ongoing and will be continued.
GREEN CITY PROGRAM	Green City” refers users to a wide 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 programs includes rebates for energy conserving refrigerators, water heaters, and other household appliances	Continuous	The program is ongoing and will be continued.
WATER CONSERVATION PROGRAM	The City of South El Monte shall promote water conservation (drought-tolerant landscaping, water conserving plumbing fixtures, etc.) in the review of new development.	Continuous	The program is ongoing and will be continued.
FAIR/EQUAL HOUSING PROGRAM	This City program is designed to promote equal housing opportunities in South El Monte	Continuous	The program is ongoing and will be continued.



Jurisdiction	South El Monte	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the ckcklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain :

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to

lanning agency may include the number of units in an existing multifamily building that were converted to de
table, please ensure housing developments meet the requirements descril

[illegible]

auto-calculation formulas

uant to Government Code section 65400.2

ed-restricted rental housing for moderate-income households by the imposition of affordability covenants ar
bed in Government Code 65400.2(b).

[illegible]

[illegible]

must contain an inventory of ALL assets and the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

S REPORT

otation

APN's as follows:9999-999-999

es

[illegible]

[illegible]

Jurisdiction	South El Monte	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Not
Cells in g

Table J												
Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915												
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income
Summary Row: Start Data Entry Below												

Jurisdiction	South El Monte	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL

Local governments are required to inform HCD about any local tenant preference ordinance the local government has adopted. Effective January 1, 2023, local governments adopting a tenant preference are required to create a v

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.		
Notes		

AL ELEMENT PROG

Table 1
Tenant Preference

RESS REPORT

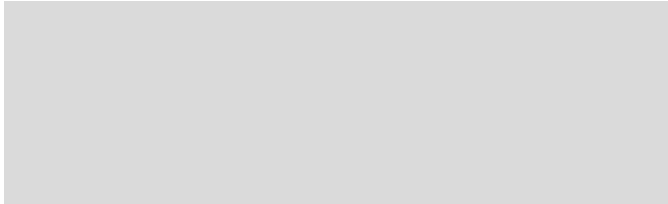
K

nce Policy

ction submits their annual progress report on housing approvals and production, pe
containing authorizing local ordinance and supporting materials, no more than 90 d



er Government Code 7061 (SB 649, 2022, Cortese).
lays after the ordinance becomes operational.



Jurisdiction	South El Monte	
Reporting Year	2023	(Jan. 1 - Dec. 31)

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Please update the status of the proposed uses listed in the entity's application for funding a or 50515.03, as applicable.

Total Award Amount	\$
---------------------------	----

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested
LAND MANAGEMENT SYSTEM	\$150,000.00	\$107,143.00

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Tak

Completed Entitlement Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary
Income Level

Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

ANNUAL ELEMENT PROGRESS REPORT

Local Early Action Planning (LEAP) Reporting

(CCR Title 25 §6202)

and the corresponding impact on housing within the region or jurisdiction, as applicable, category

150,000.00	Total award amount is auto-populated based on amounts entered in rows 15-26.
------------	--

Task Status
In Progress

ole A2)

Current Year
0
6
0
7
0
7
1
21

Current Year

0
5
0
7
0
10
1
23

Current Year
0
0
0
0
0
0
0
0
0

ized based on the eligible uses specified in Section 50515.02

Other Funding	Notes
Local General Fund	AWAITING REIMBURSEMENT



City Council Agenda Report

Agenda Item No. 7.g.

DATE: April 23, 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. 24-152, APPROVING AN AMENDED AND RESTATED AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES

SUMMARY: On January 12, 2021, the City and John L. Hunter entered into a Contract Services Agreement for environmental services and the management of the MS4 NPDES regulatory permit. On December 14, 2021, City Council approved Amendment No. 1 to the Contract Services Agreement with John L. Hunter and Associates to add more services to the scope of work and increase the maximum compensation. To ensure continuity of the services, staff recommends adopting a resolution approving the Amended and Restated Agreement with John L. Hunter and Associates, Inc. for Environmental Services for a three-year term.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-152, approving the Amended and Restated Agreement with John L. Hunter for Environmental Services in the amount of \$459,160; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: Funding for these services were included in the FY 2023/24 adopted budget as follows:

- **Environmental services and the management of the MS4 NPDES permit** – An annual not-to-exceed amount of \$87,346 to be funded through Measure W- Safe, Clean Water (SCW) Program.
- **Oversight of Commercial & Industrial Waste Inspections program** – An annual not-to-exceed amount of \$54,432 to be funded by the City's General Fund Balance.
- **Oversight of the Used Oil Recycling (UOR) program** - An annual amount of \$5,500 to be funded through the State of California CalRecycle UOR grant program.

- **Oversight of the Beverage Container Recycling (BCR) program** – An annual amount of \$5,775 to be funded through the State of California CalRecycle BCR grant program.

DISCUSSION: On January 12, 2021, the City and John L. Hunter & Associates, Inc. entered into a Contract Services Agreement for environmental services and management of the MS4 NPDES regulatory permit with a term of three (3) years. The City retained the option to extend the term for two (2) additional one-year terms.

On December 14, 2021, City Council approved an amendment (“Amendment No. 1”) to the January 2021 agreement with John L. Hunter for environmental services and the management of the MS4 NPDES permit. In December 2021, the parties amended the January 2021 agreement to include Commercial and Industrial (C&I) Waste Inspections program, Used Oil Recycling (UOR) grant program, and the Beverage Container Recycling (BCR) grant program services. Further, Amendment No. 1 increased the maximum compensation from \$262,110 to \$459,160 with an annual amount not-to-exceed amount of \$153,053.

On January 12, 2024, the original January 2021 agreement expired by its own terms. Yet the City and John L. Hunter have been negotiating the terms and conditions under which John L. Hunter would continue to provide professional services to the City.

To maintain necessary services for oversight of the Commercial and Industrial (C&I) Waste Inspections, Used Oil Recycling (UOR) grant program, and the Beverage Container Recycling (BCR) grant program, staff recommends approving the Amended and Restated Agreement with John L. Hunter and Associates, Inc. for Environmental Services for a three-year term. The City retains the sole discretion to renew the agreement for up to two (2) additional one-year terms.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. Resolution No. 24-152
- B. Amended and Restated John L. Hunter contract re NPDES and MS4 permit

ATTACHMENT A

RESOLUTION NO. 24-152

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN AMENDED AND RESTATED AGREEMENT WITH JOHN L. HUNTER & ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES

WHEREAS, on January 12, 2021, the City and John L. Hunter and Associates, Inc. entered into that certain Agreement for Contractual Services dated January 12, 2021, whereby John L. Hunter and Associates, Inc. agreed to provide environmental services and management of the MS4 NPDES regulatory permit for a maximum compensation of \$262,110.00 for a term of three (3) years; and

WHEREAS, on December 14, 2021, City and John L. Hunter and Associates, Inc. amended the January 2021 agreement to include Commercial/Industrial Waste Inspection Services, Oversight of the Used Oil Recycling Program, and Oversight of the Beverage Container Recycling Program, and increased the related maximum compensation from \$262,110.00 to \$459,160.00; and

WHEREAS, since the amended January 2021 agreement expired by its own terms on January 12, 2024, the City and Consultant have been negotiating the terms and conditions under which Consultant would continue to provide professional services to the City; and

WHEREAS, to maintain continuity of the services and simplify administration, the City desires to enter into an Amended and Restated agreement with John L. Hunter and Associates, Inc. for three (3) years with the option to extend for two (2) additional one-year terms.

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 approves the Amended and Restated agreement with John L. Hunter and Associates, Inc. for environmental services and management of the MS4 NPDES regulatory permit for a total of \$459,160 with an annual not-to-exceed amount of \$153,053.

SECTION 3: The City Council hereby authorizes and directs the City Manager to take all actions necessary to effectuate and execute the Amended and Restated Agreement, subject to review and approval by the City Attorney as to form, and consistent with the scope of the City Council's approval of this matter as set forth in the staff report including all contingency amounts and necessary approvals by the City for the work herein.

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

PASSED, APPROVED and ADOPTED this 23rd day of April 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. 24-152 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 23rd day of April 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

JOHN L. HUNTER & ASSOCIATES, INC.

**AMENDED AND RESTATED
AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
JOHN L. HUNTER & ASSOCIATES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 23rd day of April 2024 by and between the City of South El Monte, a California, a municipal corporation (“City”) and John L. Hunter & Associates, Inc., a California corporation (“Consultant”). City and Consultant 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 environmental services to manage the City’s MS4 NPDES Permit Compliance Program as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services as it has been determined Consultant best meets the needs of the City by providing the best combination of price and quality.

C. Pursuant to Chapter 3.16 of the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

D. City and Consultant entered into that certain Agreement for Contractual Services dated January 12, 2021, whereby Consultant agreed to provide environmental services and management of the MS4 NPDES regulatory permit for a maximum compensation of Two Hundred Sixty Two Thousand One Hundred and Ten Dollars (\$262,110.00).

E. On December 14, 2021, City and Consultant amended the January 2021 agreement to include Commercial/Industrial Waste Inspection Services, Oversight of the Used Oil Recycling Program, and Oversight of the Beverage Container Recycling Program, and increased the related maximum compensation from \$262,110.00 to \$459,160.00.

F. Since the amended January 2021 agreement expired by its own terms on January 12, 2024, the City and Consultant have been negotiating the terms and conditions under which Consultant would continue to provide professional services to the City.

G. The Parties now wish to enter into an Amended and Restated Agreement for Contract Services to formalize the selection of Consultant for 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.

ATTACHMENT B

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

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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

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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 Fifty Nine Thousand One Hundred Sixty Dollars (\$459,160.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9. The annual not-to-exceed amount shall be \$153,053.

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

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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

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shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

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

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:

(Name)

(Title)

(Name)

(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.

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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 _____, 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.

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

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(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".

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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

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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.

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(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.

ATTACHMENT B

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 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.

ATTACHMENT B

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

ATTACHMENT B

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.

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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.

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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

ATTACHMENT B

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, 6330 Pine Avenue, South El Monte, California 90201 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.

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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 _____

ATTACHMENT B

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]

ATTACHMENT B

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 Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

JOHN L. HUNTER & ASSOCIATES

By:_____
Name: John L. Hunter
Title: Chief Executive Officer

By:_____
Name: Cameron McCullough
Title: Chief Financial Officer

Address: 6131 Orangethorpe Ave., Suite 300

Buena Park, CA 90620

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

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**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 _____, 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

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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 OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Table 1. Program Assistance Tasks

RFP Task	Description
1.a	Provide Program status updates and hold update meetings. Approach: NPDES regulation is expansive, complex, and at times esoteric. Consultant will be available to the City on-call, and can provide updates at any preferred frequency. Summary reports on proposed changes and modifications to the NPDES program will be prepared for immediate viewing by the City via an online portal set up by Consultant. Any action items required by the City as a result of program updates will be conveyed via email or phone call as soon as possible.
1.b	Represent the City at interagency meetings and in concerns with stakeholders. Approach: Consultant will represent the City at all MS4 NPDES related meetings and interactions including the following: 1) at relevant interagency NPDES meetings, 2) in interactions and negotiations with stakeholders (e.g., regulating agencies, non-governmental agencies, and the public), 3) in compliance audits, and 4) in responding to enforcement actions. Summary reports will be prepared for viewing via an online portal. Any action items required by the City as a result of the meetings will be conveyed via email or phone call as soon as possible.
1.c	Share information and expertise, and provide skills training to staff. Approach: Consultant shall: 1. Conduct the training at a time suitable to City staff. 2. Provide knowledgeable personnel with training. 3. Extract essential elements of the following compliance programs: a. Planning and Land Development b. Construction c. Industrial/Commercial Facilities d. Public Agency Activities e. Illicit Discharge Investigations f. Public Information and Participation 4. Place emphasis on the internal staff process and individual job responsibilities. 5. Hold Q&A with City staff. 6. Provide slide presentations, key program forms, templates, and documentation. The deliverables under this scope of services will included access to an online training portal that

Table 1. Program Assistance Tasks

RFP Task	Description
	will permanently store all presentations and related training documentation. At the City's request, Consultant can provide an additional in-depth staff training (beyond the one-hour standard training scope) on any component of the MS4 NPDES program. In addition, Consultant's expertise is available on-call, via the platform preferred by the City (e.g., emails, teleconferences, summary reports, and web portals.)
1.d	Prepare and submit the City's Annual Report. Participate in the completion of the Watershed Annual Report. Approach: Consultant will develop Individual Annual Report information request forms and provide them to City staff in August. Completed forms will be reviewed with City staff in September and city data and comments will be incorporated into a Draft Annual Report. The County's WRAMPS.ORG database will be updated with LID data and volumetric management results will be incorporated into the Draft Annual Report. Based on data incorporated, responses to program status and assessment elements of the Draft Annual Report will be prepared. The final Draft Annual Report will be reviewed with the City by November 15th. The Individual Annual Report will be submitted prior to the December 15th deadline. Preparation of Watershed MS4 NPDES Annual Reports are led by the ULAR WMG.
1.e	Maintain online databases of Program records Approach: Consultant shall store records of all programs provided under the scope of work on an electronic database accessible to the City online. We will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.
1.f	As needed: Assist with NPDES tasks not itemized in this scope of work. Approach: The Consultant understands the City will require as-needed assistance for tasks within the project scope but not included in the RFP. Consultant shall be available to provide assistance with guidance on compliance strategies, provide assistance with compliance with other NPDES Permits and non-stormwater discharges, and assist in the development and administration of fees to fund the City's NPDES programs.

Table 2. Program Funding Assistance

RFP Task	Description
2.a	Provide status updates and advise on SCWP and grant opportunities. Approach: Consultant shall keep apprised of grant opportunities related to NPDES and notify the City, assist in preparing and submitting applications, provide grant status updates, and manage approved grant projects.
2.b	Represent the City at SCWP meetings and in concerns with stakeholders. Consultant shall represent the City at the SCWP meetings and in concerns with the Flood Control District, stakeholders, and other parties. Our approach to this task will mirror those listed in the prior sections.
2.c	Assist in preparing and submitting SCWP and NPDES grant applications, and in managing approved SCWP and grant projects. Approach: Consultant shall prepare documents for applicable funding opportunities related to NPDES/surface water quality. Specific examples to the SCWP include: 1. Submitting project concepts to the Watershed Area Steering Committee (WASC) for

Table 2. Program Funding Assistance

RFP Task	Description
	consideration for further development and provide any information the WASC requests for their project review and evaluation, 2. Submitting feasibility studies to the WASC for design, construction, and O&M money, 3. Engaging with Watershed Coordinators. The Watershed Coordinators can assist the City identify and develop Project concepts that may be elevated to the WASCs and Technical, 4. Assisting the District Technical Assistance Team with Feasibility Study development, 5. Preparing and submitting Annual Plans and Annual Reports. 6. Corresponding with District staff, WASCs, and other stakeholders on program developments. 7. Assisting with other SCW Program requirements, as needed. Consultant shall also keep apprised of grant opportunities related to NPDES and will notify the City. Note that we included a limited budget for this service. A robust project concept development would likely be outside of the scope of this proposal. Preparing a SCW Feasibility Study is also outside of the scope of this proposal.
2.d	Assist in selecting, budgeting, planning, reporting on, and implementing eligible expenditures under the SCWP and other funding programs. Approach: Consultant shall assist the City in selecting, budgeting, planning, reporting on, and implementing eligible expenditures under the SCWP and other funding programs. Consultant's approach to this task will mirror those listed in the prior section.
2.e	Assist in developing and administering fees, budgets, and cost share agreements. Approach: We will assist the City in the development and administration of fees to fund the municipality's NPDES programs such as assisting with the following: 1. A study to determine a per-parcel citywide stormwater program fee. 2. Conducting stormwater compliance inspection fee and/or FOG Control Program fee studies 3. Collecting Permit and inspection fees. 4. Developing MOA/MOU cost-shares for WMP and CIMP implementation activities.

Table 3. Compliance Planning Tasks

RFP Task	Description
3.a	Assist in the continued development of the City's NPDES program. Approach: Consultant shall assess compliance with applicable MS4 NPDES Program requirements, recommend compliance actions, and—should the City proceed with the recommended actions—Consultant shall assist in their development and implementation.
3.b	Assess the compliance and effectiveness of the City's Program. Recommend compliance actions and improvements and assist in their implementation. Approach: Consultant's approach to this task will mirror those listed in the prior subsection 3.a.
3.c	Participate in adaptively managing the City's WMPs and CIMPs.

Table 3. Compliance Planning Tasks

RFP Task	Description
	Approach: The City is a member of the Upper Los Angeles (ULAR) Watershed Management Group (WMG), which includes contributing funds (separate from this proposal) for implementation of a Coordinated Integrated Monitoring Program (CIMP) as well as the continued development of the ULAR Enhanced Watershed Management Program (EWMP) and CIMP. The ULAR EWMP is the City's plan to comply with the LA Countywide MS4 NPDES Permit, which is driven in large part by Total Maximum Daily Loads (TMDLs). Consultant has assisted, and continues to assist, several cities in the ULAR WMG with EWMP/TMDL compliance. In Consultant's EWMP assistance and TMDL review, Consultant will optimize its experience in this narrow yet complex field to the City's benefit. In addition to regular, direct communication with City staff, Consultant issues newsletters to clients that address local, regional, statewide, and federal NPDES MS4 issues.
3.d	Assist with planning, implementing, and reporting for TMDLs and for statewide pollutant provisions. Approach: Consultant shall assist with planning, implementing, and reporting for TMDLs. Consultant's approach to this task will mirror those listed in the prior section. With respect to the Statewide Trash Provisions, Consultant shall review and update any GIS maps, long term compliance and monitoring plans (as-needed), or other information required by the Regional Board through the Annual Reporting process. Consultant shall also provide general assistance with the monitoring and control measure planning and implementation required by the provisions.
3.e	Conduct a Trash TMDL Daily Generation Rate Study. This includes monitoring litter generated within representative study areas over a 30 day period in the summer, extrapolating the results, and using a mass balance calculation to determine how much trash is discharged during storm events. Approach: Consultant shall conduct a Trash TMDL Daily Generation Rate (DGR) during the 2021, 2022, and 2023 summer. This includes: 1. Planning study routes and covering the catch basins along the routes with netting. (The number of catch basins covered will likely be less than 10.) The routes will be in up to five separate land uses. 2. Preparing an estimate of the amount of anthropogenic litter larger than ¼ inch generated on a daily basis based upon litter collected and street sweeping schedule. 3. Accessing the City yard or other secure location for trash sorting. 4. The collection period for the Trash DGR study will be over a 30 consecutive day period. The DGR will cover one full month of street sweeping (this will require five separate collection events for each specific land use area to cover day sweeping cycles over a 30-day period). 5. Preparing a report in the format specified by the Regional Board or appropriate for including in the MS4 Annual Report. The draft summary report will be prepared and submitted to the City approximately 30 days after the completion of the study, on or before October 15 of each year. A final report will be provided to the City approximately 2 weeks after comments regarding the draft report are received.
3.f	Provide training for City staff. Approach: Consultant shall provide training to applicable City staff and contractors. Our approach to this task will mirror those listed in the prior section.

Table 4. Implementation Activities Tasks

RFP Task	Description
4.a	Infrastructure Program

Table 4. Implementation Activities Tasks

RFP Task	Description
4.a.i	Assist with selecting, planning, and implementing infrastructure projects.
	Approach: Consultant shall assist the City in developing projects to be funded through the SCW Program, or other funding sources. This shall include the process of identifying, selecting, planning, funding, and implementing water quality infrastructure projects, and are also versed in the SCW Program and state and local grant funding processes.
4.a.ii	Maintain an inventory of candidate infrastructure projects.
	Approach: Consultant shall maintain an updated inventory of candidate infrastructure projects. Due to the many provisions in the MS4 Permit regarding GIS databases, we have developed an electronic database to store inventories of candidate infrastructure project records, along with most other elements of the respective MS4 Permit programs.
4.a.iii	Assist in implementing the City's Green Streets Policy.
	Approach: Consultant shall assist in implementing the City's Green Streets Policy, and provide guidance to City staff and design consultants. We have provided this assistance to several local cities within the last few years.
4.a.iv	As-needed: Assist with NPDES permitting for infrastructure projects.
	Approach: Consultant shall assist with NPDES Permit NOIs, NOTs, and the review of prepared permit documents. (Note this does not include implementing tasks required by the CGP and IGP or other NPDES Permits, such as developing SWPPPs, conducting monitoring, or preparing inspection reports.)
4.a.v	As-needed: Conduct NPDES maintenance inspections for completed infrastructure projects.
	Approach: Consultant shall be available to conduct maintenance inspections of the surface water quality components of completed infrastructure projects.
4.b	Planning and Land Development
4.b.i	Review LID Plan and Green Streets Policy projects.
	Approach: Consultant shall verify conformance with the criteria of the current MS4 Permit section Vi.D.7.b-c, provide correction sheets to indicate corrections required to achieve conformance, meet and correspond with project applicants and engineers, and approve plans. Standard turnaround time for LID plan review is two weeks.
4.b.ii	Track post-construction BMPs with relevant water quality data.
	Approach: Consultant shall track post-construction BMPs. Due to the many provisions in the MS4 Permit regarding GIS databases, we have developed an electronic database to store post-construction BMP records, along with most other elements of the respective MS4 Permit programs.
4.b.iii	As needed: Assist with LID BMP verification and maintenance inspections.
	Approach: The Consultant shall be available to assist with LID BMP verification and maintenance inspections. This includes: 1. Verifying the proper construction and installation of BMPs, and the proper operation and maintenance of BMPs. Staff will be available to conduct inspections upon receiving notice from the city to inspect and availability of records and plans. 2. Notifying existing BMP sites of maintenance requirements via notification letters and correspondence with owners and operators of BMPs. 3. Conducting follow-up activities at non-compliant projects related to the detection of BMPs

Table 4. Implementation Activities Tasks

RFP Task	Description
	that are improperly constructed, installed, or maintained. 4. Issuing enforcement actions.
4.c	Construction. For sites that disturb one acre or more of land.
4.c.i	Review SWPPPs for BMP implementation. Approach: This includes SWPPP review by a Consultant's Qualified SWPPP Developer (QSD) following a review checklist based on MS4 permit requirements. Standard turn-around time for review is two weeks.
4.c.ii	Track permitted sites with relevant water quality data. Approach: Consultant shall review city and Water Board records and on-site conditions to update the site inventory and review existing site information and regulatory history prior to inspection on a monthly basis.
4.c.iii	Inspect projects monthly for BMP implementation. Approach: Consultant shall inspect sites for proper BMP implementation. Inspections follow the standard operating procedures listed in the MS4 Permit, which includes 1) determining the facility's impact on stormwater quality through proper BMP implementation and illicit discharge elimination, 2) determining the need for corrective actions and setting up a follow-up inspection date within 4 weeks, and 3) completing an inspection form. Consultant shall correspond with site operators and schedule inspections as-needed, discuss corrective actions required, and providing program education as-needed. For egregious or repeated cases of non-compliance, enforcement notices will be prepared following the city ordinances and NPDES Permit's progressive enforcement requirements. If noncompliance persists, we will work with City enforcement staff to resolve the issue.
4.d	Industrial/commercial Facilities
4.d.i	Track facilities with relevant water quality data. Approach: Consultant shall review city records and facility records to update the industrial/commercial facility inventory and review existing facility information and regulatory history prior to inspection.
4.d.ii	Assist with the implementation of SB-205. Approach: At the City's request, Consultant shall prepare a supplemental questionnaire for use in business license applications. Completed supplemental questionnaires will be reviewed by staff and businesses requiring IGP coverage will be forwarded to the City. Consultant shall correspond with businesses regarding completed questionnaires, and SB-205 and IGP requirements and enrollment.
4.d.iii	Inspect biennially industrial/commercial facilities for BMP implementation. This includes follow-up activities, correspondence, and documentation. It also includes distributing educational materials and providing technical assistance as needed. Approach: Consultant shall inspect industrial/commercial facilities for proper BMP implementation. Inspections follow the standard operating procedures listed in the MS4 Permit, which includes 1) inspecting facility layout to locate the storm drain system and/or stormwater drainage path, storage areas, process, areas, and heavy equipment wash and maintenance areas, and stormwater sampling locations, if applicable, 2) determining the facility's impact on stormwater quality through proper BMP implementation and illicit discharge elimination, 3) verifying industrial classification, 4) and determining the need for corrective actions and setting up follow-up inspection dates.

Table 4. Implementation Activities Tasks

RFP Task	Description
4.d.iv	Assist in preparing enforcement actions for noncompliance. Approach: For egregious or repeated cases of noncompliance, enforcement notices will be prepared by Consultant following the NPDES Permit's progressive enforcement requirements. If noncompliance persists, Consultant shall work with City enforcement staff to resolve the issue.
4.e	Public Agency Activities Program
4.e.i	Track city-owned or operated facilities with relevant water quality data. Approach: Consultant shall review city records and facility records to update the city-owned or operated facilities inventory.
4.e.ii	Assist in selecting BMPs for activities at facilities that generate pollution. Approach: If existing BMPs are deficient, Consultant shall assist in selecting BMPs for activities at city-owned or operated facilities. Consultant's approach to this task will mirror those listed in the prior section 4.d..
4.e.iii	Assist in overseeing BMP implementation for City contractors. Review contract language to verify that proper BMPs are mandatory. Approach: Consultant shall be available to assist in overseeing BMP implementation for City contractors. This includes updating language to require contractors to implement BMPs from VI.D.9.e.iii.
4.e.iv	Prepare NPDES Integrated Pest Management procedures. Approach: Consultant shall prepare Integrated Pest Management Procedures that meet the requirements of the MS4 NPDES Permit. A review of the procedures can be incorporated into staff training.
4.f	Illicit Discharge Investigations
4.f.i	As needed: Investigate illicit discharge complaints. This includes follow-up activities, correspondence, and documentation. Approach: Consultant shall be available to investigate illicit discharge complaints. Consultant shall correspond with responsible parties and complainants and schedule inspections as-needed, discuss corrective actions required, and provide program education as-needed. Consultant shall store records on an electronic database accessible to the City online. Consultant shall conduct follow-up investigations to verify elimination of illicit discharges. For egregious or repeated cases of non-compliance, enforcement notices will be prepared. Notices will be sent out only after City approval. If noncompliance persists, Consultant shall work with City enforcement staff to resolve the issue.
4.f.ii	As needed: Assist in preparing enforcement actions. Approach: Consultant shall be available to assist in preparing enforcement actions as requested by the City. Our approach to this task will mirror those listed in the prior section.
4.g	Public Information and Participation
4.g.i	Provide pollution prevention educational materials for distribution. Approach: Consultant has developed educational materials at low cost by using, with permission, existing materials developed by Orange County and other agencies. Consultant shall develop standalone educational materials at the request of the City. Material topics include content on vehicle, house, yard, pesticide, animal, and construction wastes.
4.g.ii	Assist with City community events to promote pollution prevention.

Table 4. Implementation Activities Tasks

RFP Task	Description
	Approach: Consultant shall discuss with City staff opportunities to participate and promote pollution prevention at city events. Consultant shall attend the chosen event(s) and educate the public in stormwater pollution through discussion, demonstrations, and material distribution.
4.g.iii	Prepare educational content for the City's internet based platforms.
	Approach: Consultant shall prepared stormwater content such websites and articles for several clients and can provide content tailored to the City's interests. Consultant's approach to this task will mirror those listed in the prior section 4.f..
4.g.iv	Distribute educational materials to commercial points of purchase.
	Approach: Point of purchase locations include automotive, home improvement, gardening, and pet/feed stores. Consultant shall visit select stores and provide brochures specific to these industries to be displayed for distribution. The program will be implemented once per reporting year.
4.g.v	Assist with the distribution of educational materials to schools.
	Approach: This task may be addressed by existing county programs, as well as new developments paid for by the SCW District Program. Consultant shall supplement this effort by providing K-12 schools within the City's jurisdiction with educational materials.
4.g.vi	As needed: Update educational materials.
	Approach: Updates to the content can be made at the City's request and in multiple languages, including Spanish, Chinese, and Korean.

Task name
COMMERCIAL/INDUSTRIAL WASTE PROGRAM
1.a Conduct approximately 350 inspections for 200 facilities
1.b Enforce ordinance in cases of noncompliance
1.c Process permits
1.d Conduct plan reviews
1.e Assist with Annual Billing
1.f Sanitary Sewer Overflow (SSO)

Task name
USED OIL GRANT PROGRAM
1.a Public Participation
1.b Certified Collection Center (CCC) Survey, Support, and Administration
1.c Grant Administration

Task name
BEVERAGE CONTAINER RECYCLING PROGRAM
1.a Public Participation
1.b Beverage Container Recycling (BCR) Centers Support, and Administration
1.c Grant Administration

- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
 - A. Any and all reports identified in Exhibit A.I.
- 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. Deliverable dates will be communicated and decided between the City and the Consultant.
- 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. John Hunter, Principal in Charge
 - B. Cameron McCullough, Program Manager
 - C. Jillian Brickey, Alternate Program Manager
 - D. Michelle Kim, Project Manager
 - E. Hugo Garcia, Assistant Project Manager
 - F. Michelle Stafffield, Project Engineer

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

None.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Task name	Cost	Subtotal	Total
MUNICIPAL NPDES PERMIT PROGRAM			\$80,895
1. Program Assistance		\$14,000	
1.a Program status and meetings	\$4,250		
1.b Interagency meeting representation	\$1,500		
1.c Information, expertise, and skills	\$1,000		
1.d Annual Reports	\$6,250		
1.e Databases management	\$1,000		
1.f Assistance with NPDES tasks not itemized in the SOW (as-needed)	--		
2 Program Funding Assistance		\$12,950	
2.a SCWP/grant opportunities status and updates	\$1,000		
2.b SCWP meeting representation	\$1,000		
2.c SCWP/grant applications and management	\$8,950		
2.d Assistance with additional SCWP and grant-related tasks	\$1,000		
2.e Fees, budgets, and cost share agreements	\$1,000		
3. Compliance Planning		\$19,975	
3.a City NPDES program development	\$1,000		
3.b City NPDES program assessment	\$1,000		
3.c WMPs and CIMPs	\$4,000		
3.d TMDL planning, implementing, and reporting	\$5,000		
3.e Trash TMDL DGR Study	\$6,000		
3.f Training	\$2,975		
4. Control Programs		\$47,995	
4.a Infrastructure Program	\$1,500		
4.b Planning and Land Development	\$5,000		
4.c Construction. For sites that disturb one acre or more of land.	\$7,750		
4.d Industrial/commercial Facilities (196 facilities, 40 follow-ups)*	\$30,750		
4.e Public Agency Activities Program	\$1,000		
4.f Illicit Discharge Investigations (as-needed)	--		
4.g Public Information and Participation	\$1,995		
IW and FOG Control services discount		-\$14,025	
PROGRAM ADMINISTRATION AND QA/QC			\$3,905
5. Program Administration and QA/QC		\$3,905	
5.a Program administration and QA/QC budget	\$3,905		
Total Not to Exceed**			\$84,800

* Commercial and industrial facility inspections are billed at the same rate

**For cost comparison purposes, it is important to note that the Annual Estimate is based on several assumptions, including the number of industrial/commercial and construction

sites, plan reviews, and the level of service desired by City staff. Since services are provided as-needed, if there are fewer sites and plan reviews, or if the City requests reduced services, then the total costs will be less than this estimate. This rate schedule is subject to consumer price index (CPI) increases in subsequent years

Task name	Cost	Subtotal	Total
COMMERCIAL/INDUSTRIAL WASTE PROGRAM			\$47,378
1. Commercial/Industrial Waste Program		\$47,378	
1.a Commercial/industrial waste Facilities (350 inspections, 200 facilities)	\$33,868		
1.b Enforce ordinance in cases of noncompliance	\$2,300		
1.c Process permits	\$4,830		
1.d Conduct plan reviews	\$2,790		
1.e Assist with Annual Billing	\$1,840		
1.f Sanitary Sewer Overflow (SSO)	\$1,750		
PROGRAM ADMINISTRATION AND QA/QC			\$5,580
2. Program Administration and QA/QC		\$5,580	
2.a Program administration and QA/QC budget	\$5,580		
Total Not to Exceed*			\$52,958

***This rate schedule is subject to consumer price index (CPI) increases in subsequent years**

Task name	Cost	Subtotal	Total
USED OIL GRANT PROGRAM			\$5,904
1. Used Oil Grant Program		\$5,904	
1.a Public Participation	\$2,659		
1.b Certified Collection Center (CCC) Survey, Support, and Administration	\$1,495		
1.c Grant Administration	\$1,750		
PROGRAM ADMINISTRATION AND QA/QC			\$660
2. Program Administration and QA/QC		\$660	
2.a Program administration and QA/QC budget	\$660		
Total Not to Exceed*			\$6,564

***This rate schedule is subject to consumer price index (CPI) increases in subsequent years**

Task name	Cost	Subtotal	Total
BEVERAGE CONTAINER RECYCLING GRANT PROGRAM			\$5,500
1. Beverage Container Recycling		\$5,500	
1.a Public Participation	\$2,548		
1.b Beverage Container Recycling (BCR) Center Support, and Administration	\$2,547		
1.c Grant Administration	\$405		
PROGRAM ADMINISTRATION AND QA/QC			\$660
2. Program Administration and QA/QC		\$660	
2.a Program administration and QA/QC budget	\$660		

Total Not to Exceed*	\$6,160
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*This rate schedule is subject to consumer price index (CPI) increases in subsequent years

Task name	Total
MUNICIPAL NPDES PERMIT PROGRAM	\$87,346
COMMERCIAL/INDUSTRIAL WASTEPROGRAM	\$54,432
USED OIL GRANT PROGRAM	\$5,500
BEVERAGE CONTAINER RECYCLING GRANT PROGRAM	\$5,775
Total Not to Exceed*	\$153,053

*This rate schedule is subject to consumer price index (CPI) increases in subsequent years

- 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.**

EXHIBIT “C-1”

Consultant Rates

Principal	\$185 / hour
Director	\$165 / hour
Program Manager	\$165 / hour
Staff Engineer	\$165 / hour
Project Manager	\$155 / hour
Assistant Project Manager	\$145 / hour
Project Engineer	\$145 / hour
Compliance Specialist II	\$115 / hour
Project Analyst II	\$115 / hour
Industrial/commercial facility inspection	\$125 / unit
Compliance Specialist I	\$105 / hour
Project Analyst I	\$105 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$65 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

Task name	Schedule
MUNICIPAL NPDES PERMIT PROGRAM	
1. Program Assistance	
1.a Program status and meetings	Status updates provided monthly and as requested
1.b Interagency meeting representation	Provided as interagency meetings occur, which is usually monthly at a minimum
1.c Information, expertise, and skills	Provided as requested by City staff
1.d Annual Reports	Draft Report submitted by 11/15 each year, final report submitted by 12/15 each year, and as needed
1.e Databases management	Ongoing task
1.f Assistance with NPDES tasks not itemized in the SOW (as-needed)	Provided as requested by City staff, on schedule agreed upon by City staff and JLHA
2 Program Funding Assistance	
2.a SCWP/grant opportunities status and updates	Status updates and assistance provided on request
2.b SCWP meeting representation	Provided as SCWP staff schedules meetings, which range from monthly to quarterly
2.c SCWP/grant applications and management	Provided within the timeframes required by the SCWP and grant agencies
2.d Assistance with additional SCWP and grant-related tasks	Provided within the timeframes required by the SCWP and grant agencies
2.e Fees, budgets, and cost share agreements	Depending on task, completion ranges from a week to a month
3. Compliance Planning	
3.a City NPDES program development	Provided with the Annual Report and as requested
3.b City NPDES program assessment	Provided with the Annual Report and as requested
3.c WMPs and CIMPs	Completed by 6/30/2024 and as-needed
3.d TMDL planning, implementing, and reporting	Provided as requested by City staff, on schedule agreed upon by City staff and JLHA
3.e Trash TMDL DGR Study	Study conducted over 30 days in the summer, final report by 12/15 each year, and as needed
3.f Training	Conducted annually at a time set by City staff
4. Control Programs	
4.a Infrastructure Program	Provided as requested by City staff
4.b Planning and Land Development	Plan review turn-around time is 2 weeks
4.c Construction. For sites that disturb >1 acre.	Inspections conducted monthly if requested
4.d Industrial/commercial Facilities (196 facilities,	Inspections and follow-ups conducted annually, in

Task name	Schedule
MUNICIPAL NPDES PERMIT PROGRAM	
40 follow-ups)	a timeframe agreed upon by City staff and JLHA
4.e Public Agency Activities Program	Facility inventories are updated annually.
4.f Illicit Discharge Investigations (as-needed)	Response time is based on the nature of the suspected violation. Less than 24 hours is typical.
4.g Public Information and Participation	Educational materials will be distributed annually. Event attendance is provided at the request of City.

Task name	Schedule
COMMERCIAL/INDUSTRIAL WASTE PROGRAM	
1.a Commercial/industrial waste Facilities (350 inspections, 200 facilities)	Inspections are conducted annually or more frequently based on the schedule set by LA County Municipal Code Title Section 20
1.b Enforce ordinance in cases of noncompliance	Ongoing task based on the severity and nature of the suspected violation
1.c Process permits	Ongoing task
1.d Conduct plan reviews	Plan review turn-around time is 2 weeks
1.e Assist with Annual Billing	Three rounds of annual invoices are prepared and mailed at the beginning of each fiscal year
1.f Sanitary Sewer Overflow (SSO)	Provided as requested by City staff

Task name	Schedule
USED OIL GRANT PROGRAM	
1.a Public Participation	Provided as requested by City staff, on schedule agreed upon by City staff and JLHA
1.b Certified Collection Center (CCC) Survey, Support, and Administration	Surveys are conducted annually at four locations
1.c Grant Administration	Provided within the timeframes required by CalRecycle and grant agencies

Task name	Schedule
BEVERAGE CONTAINER RECYCLING PROGRAM	
1.a Public Participation	Provided as requested by City staff, on schedule agreed upon by City staff and JLHA
1.b Beverage Container Recycling (BCR) Centers Support, and Administration	Provided as requested by City staff, on schedule agreed upon by City staff and JLHA
1.c Grant Administration	Provided within the timeframes required by CalRecycle and grant agencies

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



City Council Agenda Report

Agenda Item No. 7.h.

DATE: April 23, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NOS 24-153 THROUGH 24-158, CREATING NEW CLASSIFICATIONS AND UPDATING CERTAIN CLASSIFICATIONS AND JOB DESCRIPTIONS

SUMMARY:

Staff is requesting Council approve resolutions creating new classifications and updating certain classifications and job descriptions.

RECOMMENDED ACTION: Staff recommends City Council adopt the following:

Resolution Nos. 24-153 through 24-158 adding and/or revising the positions of Administrative Assistant I – Community Services; Community Services Analyst; Maintenance Worker II (Specialist); Lead Maintenance Worker III; Community Development Executive Assistant; and Planning Assistant. The job title of Receptionist would be changed to Administrative Assistant I – Community Services. The job title of Lead Maintenance Worker – Building & Landscape would be changed to Maintenance Worker II (Specialist). The job title of Lead Maintenance Worker would be changed to Lead Maintenance Worker III. The job title of Executive Assistant would be changed to Community Development Executive Assistant. There are also updates and revisions to the class specifications for Maintenance Worker II (Specialist); Lead Maintenance Worker III; Community Development Executive Assistant; and Planning Assistant. Further, there are updates to the compensation for Maintenance Worker II (Specialist); Lead Maintenance Worker III; Community Development Executive Assistant; and Planning Assistant.

FISCAL/FINANCIAL IMPACT: The expected fiscal impact is \$220,487. However, because we are currently in the 4th Quarter of Fiscal year 2023-24; and the recruitment for the new positions has not ended, the financial impact on Fiscal year 2023-24 will be less than it would be for Fiscal year 2024-25.

FY2023-24 Adopted Budget

Row	Status	Category	Title	Step	Bargaining Unit	FTE	Salaries	Benefits	Total
1									\$ -
2	Active	Full Time	Community Services Analyst	A	SEMEA	1.00	\$ 75,003	\$ 31,232	\$ 106,235
3	Active	Full Time	Public Works Lead Maintenance Worker - Building	E	SEMEA	1.00	\$ 77,184	\$ 41,799	\$ 118,983
4	Active	Full Time	Public Works Lead Maintenance Worker - Landscape	B	SEMEA	1.00	\$ 66,674	\$ 38,839	\$ 105,513
5	Active	Full Time	Public Works Lead Maintenance Worker - Street	E	SEMEA	1.00	\$ 77,184	\$ 48,420	\$ 125,604
6	Active	Full Time	Public Works Maintenance Worker I - Building	E	SEMEA	1.00	\$ 61,610	\$ 45,719	\$ 107,329
7	Active	Full Time	Public Works Maintenance Worker I - Landscape	E	SEMEA	1.00	\$ 61,610	\$ 44,519	\$ 106,129
8	Active	Full Time	Public Works Maintenance Worker I - Landscape	E	SEMEA	1.00	\$ 61,610	\$ 36,969	\$ 98,579
9	Active	Full Time	Public Works Maintenance Worker I - Street	E	SEMEA	1.00	\$ 64,601	\$ 41,773	\$ 106,374
10	Active	Full Time	Community Development Executive Assistant	C	SEMEA	1.00	\$ 72,277	\$ 25,297	\$ 97,574
11									\$ -
						9.00	\$ 617,754	\$ 354,565	\$ 972,320

4/23/24 Update

Row	Status	Category	Title	Step	Bargaining Unit	FTE	Salaries	Benefits	Total
1	Active	Full Time	Community Services Administrative Assistant I	C	SEMEA	1.00	\$ 63,149	\$ 22,102	\$ 85,251
2	Active	Full Time	Community Services Analyst	D	SEMEA	1.00	\$ 82,918	\$ 34,528	\$ 117,446
3	Active	Full Time	Public Works Lead Maintenance Worker III - Building	E	SEMEA	1.00	\$ 81,043	\$ 43,889	\$ 124,932
4	Active	Full Time	Public Works Lead Maintenance Worker III - Landscape	C	SEMEA	1.00	\$ 73,508	\$ 42,819	\$ 116,328
5	Active	Full Time	Public Works Lead Maintenance Worker III - Street	E	SEMEA	1.00	\$ 81,043	\$ 50,840	\$ 131,883
6	Active	Full Time	Public Works Maintenance Worker II - Building	E	SEMEA	1.00	\$ 64,688	\$ 48,002	\$ 112,690
7	Active	Full Time	Public Works Maintenance Worker II - Landscape	E	SEMEA	1.00	\$ 64,688	\$ 46,742	\$ 111,430
8	Active	Full Time	Public Works Maintenance Worker II - Landscape	E	SEMEA	1.00	\$ 64,688	\$ 38,816	\$ 103,504
9	Active	Full Time	Public Works Maintenance Worker II Street	E	SEMEA	1.00	\$ 64,688	\$ 41,829	\$ 106,517
10	Active	Full Time	Community Development Executive Assistant	C	SEMEA	1.00	\$ 72,277	\$ 25,297	\$ 97,574
11	Vacant	Full Time	Planning Assistant	C	SEMEA	1.00	\$ 63,149	\$ 22,102	\$ 85,251
						11.00	\$ 775,839	\$ 416,968	\$ 1,192,807

Fiscal Impact

Row	Status	Category	Title	Step	Bargaining Unit	FTE	Salaries	Benefits	Total
1	Active	Full Time	Community Services Administrative Assistant I	C	SEMEA	1.00	\$ 63,149	\$ 22,102	\$ 85,251
2	Active	Full Time	Community Services Analyst	D	SEMEA	0.00	\$ 7,915	\$ 3,296	\$ 11,211
3	Active	Full Time	Public Works Lead Maintenance Worker III - Building	E	SEMEA	0.00	\$ 3,859	\$ 2,090	\$ 5,949
4	Active	Full Time	Public Works Lead Maintenance Worker III - Landscape	C	SEMEA	0.00	\$ 6,834	\$ 3,981	\$ 10,815
5	Active	Full Time	Public Works Lead Maintenance Worker III - Street	E	SEMEA	0.00	\$ 3,859	\$ 2,421	\$ 6,280
6	Active	Full Time	Public Works Maintenance Worker II - Building	E	SEMEA	0.00	\$ 3,078	\$ 2,284	\$ 5,362
7	Active	Full Time	Public Works Maintenance Worker II - Landscape	E	SEMEA	0.00	\$ 3,078	\$ 2,224	\$ 5,302
8	Active	Full Time	Public Works Maintenance Worker II - Landscape	E	SEMEA	0.00	\$ 3,078	\$ 1,847	\$ 4,925
9	Active	Full Time	Public Works Maintenance Worker II Street	E	SEMEA	0.00	\$ 87	\$ 56	\$ 143
10	Active	Full Time	Community Development Executive Assistant	C	SEMEA	0.00	\$ 0	\$ (0)	\$ (0)
11	Vacant	Full Time	Planning Assistant	C	SEMEA	1.00	\$ 63,149	\$ 22,102	\$ 85,251
						2.00	\$ 158,085	\$ 62,402	\$ 220,487

DISCUSSION:

The following positions are recommended for changes:

Administrative Assistant I – Community Services – Change in title and class specification. The prior title for this position was Receptionist. The compensation range is between \$4,773.16/month - \$5,801.80/month. The duties and responsibilities of this individual are those of a receptionist. The duties have been modified to address the needs of the Community & Senior Services Department.

Community Services Analyst – Create a new classification with a proposed compensation range of \$5,968.96/month – \$7,255.32/month. The class specification will perform a variety of professional analyses, coordinate administrative studies, public relations, marketing and news media relations. This classification is assigned to work in the City’s Community Services Department.

Maintenance Worker II (Specialist) – Change in title, compensation, and class specification. The prior title for this position was Lead Maintenance Worker – Building & Landscape. The proposed compensation range is \$4,434.91 - \$5,390.66. This position will perform a wide variety of skilled and semi-skilled tasks related to the maintenance and repair of City buildings and facilities, parks, grounds, open spaces, streets, sidewalks, sewers, and storm facilities. This position has been upgraded to provide high-level support

duties for the Public Works Department.

Lead Maintenance Worker III – Change in title, compensation, and class specification. The prior title for this position was Lead Maintenance Worker. The proposed compensation range is \$5,556.18 - \$6,753.58. This position will perform lead functions in the repair and maintenance of the City of South El Monte facilities, buildings, grounds, parks, urban forestry, landscape, streets, and equipment and operating systems. This position has been upgraded to provide high-level support duties for the Public Works Department.

Community Development Executive Assistant – Change in title, compensation, and class specification. The prior title for this position was Executive Assistant. The proposed compensation range is between \$5,463/month - \$6,640/month. This position will perform a variety of confidential and complex administrative support duties; prepare a variety of reports, records and materials; respond to questions and requests for information. This position has been upgraded to provide high-level support duties for the Community Development Department.

Planning Assistant – Change in compensation and class specification. The proposed compensation range is between \$4,773.16/month - \$5,801.80/month. This position will perform technical activities and entry-level planning tasks for special projects and research; prepare reports and makes recommendations regarding land use applications; provide support in the implementation of the City's General Plan and municipal codes applicable to planning activities; analyze data with respect to relevant laws, ordinances, regulations, and policies. This classification is assigned to work in the City's Community Services Department.

ATTACHMENT(S):

- A. Resolution No. 24-153, Administrative Assistant I – Community Services-Class Specs 4-23-24
- B. Exhibit A to Reso No. 24-153 Administrative Assistant I Community Services Class Spec 4-23-24
- C. Resolution No. 24-154, Community Services Analyst - Class Specs 4-23-24
- D. Exhibit A to REso No. 24-154 Community Services Analyst Class Spec 4-23-24
- E. Resolution No. 24-155, Maintenance Worker II (Specialist) Class Specs 4-23-24
- F. Exhibit A to Reso No, 24-155 Maintenance Worker II Specialist Class Specs 4-23-24
- G. Resolution No. 24-156, Lead Maintenance Worker III Class Specs 4-23-24
- H. Exhibit A to Reso No, 24-156 Lead Maintenance Worker III Class Specs 4-23-24
- I. Resolution No. 24-157, Community Development Executive Assistant Class Specs 4-23-24
- J. Exhibit A to Reso No, 24-157 CD Executive Assistant Class Specs 4-23-24
- K. Resolution No. 24-158, Planning Assistant Class Specs 4-23-24
- L. Exhibit A to Reso No. 24-158 Planning Assistant Class Specs 4-23-24

ATTACHMENT A

RESOLUTION NO. 24-153

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AND ESTABLISHING CLASS SPECIFICATIONS FOR THE POSITION OF RECEPTIONIST CHANGING THE TITLE OF THE RECEPTIONIST CLASSIFICATION TO ADMINISTRATIVE ASSISTANT I – COMMUNITY SERVICES AND ADOPTING CLASS SPECIFICATIONS

WHEREAS, the City of South El Monte previously approved and adopted class specifications and a salary range for the position of Receptionist; and

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

WHEREAS, the City Manager recommends the title of Receptionist be changed to Administrative Assistant I – Community Services and that updated classifications be adopted; and

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

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

SECTION 1. The South El Monte City Council hereby approves the new position of Administrative Assistant I – Community Services compensation range of \$4,773.16 to \$5,801.80 per month.

SECTION 2. The South El Monte City Council hereby approves the title change of the Receptionist classification to Administrative Assistant I – Community Services and adopts updated class specifications for the position, a copy of which is attached hereto as Exhibit A. The Administrative Assistant I – Community Services class specification shall supersede and replace the previous Receptionist class specifications effective as of the date of the adoption of this resolution.

ATTACHMENT A

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

Attachment(s): Exhibit A - Class Specs

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. 24-153 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 23rd day of April 2024 and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):

ATTACHMENT A

Donna G. Schwartz, City Clerk

CITY OF SOUTH EL MONTE**ADMINISTRATIVE ASSISTANT I**
Bargaining Unit: SEMEA Non-Exempt**DEFINITION**

Performs advanced level administrative/clerical activities to assist the Community Services Manager, Community Services Director, and Department in facilitating administrative procedures relating to recreation programming and the management of facility and park reservations.

The Administrative Assistant I shall be committed to the mission, vision and values of the Community Services Department and demonstrate such thorough ethical conduct, community stewardship, individual initiative, and responsive service. The Administrative Assistant I shall demonstrate leadership, management and technical skills through effective communication and collaboration, proper use of team resources, progressive decision-making, personal accountability and responsibility.

DISTINGUISHING CHARACTERISTICS

The Administrative Assistant I classification is distinguished from the Administrative Assistant II classification both in the years of experience required and the breadth of familiarity required of the functions of City office departmental operations, procedures, services, and programs. Incumbents in the Administrative Assistant I classification, with two (2) years of general clerical experience perform routine, and general administrative support duties with direct public contact. Incumbents in the Administrative Assistant II classification (or equivalent level classification) with three or more years of general clerical experience, perform more complex and increasingly responsible administrative clerical functions, in support of this, or another assigned City department.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the Community Service Manager and Director. Supervision is not exercised by this classification.

ESSENTIAL DUTIES:

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

- Receives and fields incoming telephone calls and visitors; responds to inquiries, resolves complaints, and provides information regarding departmental programs, policies, and procedures; refers callers and visitors to appropriate staff as required for specific projects and concerns.
- Provides administrative support duties to and for assigned department functions; responds to requests and prepares mailing of forms, records, and documents.
- Monitors and tracks delivery of materials and equipment; makes service calls to copier provider when maintenance is required.
- Maintains calendars, schedules of meetings and department events; organizes and develops meeting materials for approval and signature.

- Develops and updates informational materials available to the public; organizes and develops a variety of lists, documents, and records.
- Registers participants for programming utilizing the Tyler Parks and Recreation Software System; prepares deposits for all programs fees collected.
- Prepares purchase orders and processes all department invoices through the Stampli Invoicing Processing Software.
- Maintains bookkeeping records system, keeps a running balance of all Incode ERP Pro 10 transactions, and completes daily deposits to be submitted to the Finance department.
- Schedules and implements facility and park reservations, processes paperwork and collections of fees.
- Tracks and monitors office inventory and arranges for purchase of items as necessary.
- Assists after hours at scheduled events, registration sign ups, and programs.
- Assists in vendor registration and assignment for City special events.
- Performs related duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Organizational functions, and key personnel.
- General office practices, procedures, and equipment.
- Telephone techniques and etiquette.
- Interpersonal skills using tact, patience, and courtesy.
- Handling and communicating of confidential and secure information.
- Establish and maintain effective working relationships with city staff, public groups and other agencies.
- Physical and electronic filing and record-keeping systems and techniques.
- Basic Microsoft Office Word, Excel, and Outlook.

Competencies:

- Professional & Technical Expertise – Applying technical subject matter to the job.
- Using Technology – Working with electronic hardware and software applications.
- Self-Management – Showing personal organization, self-discipline, and dependability.
- Bilingual Communication – Speaking, reading, writing in a second language.
- Customer Focus – Attending to the needs and expectation of customers.
- Handling Conflict – Managing interpersonally strained situations.
- Professional Impact – Presenting self as a positive representative of the organization.
- Bilingual Facility – Uses a second language with ease and precision.
- Cultural Proficiency – Modeling communications and interactions that respect and include all individuals and their languages, abilities, religions, and cultures.

MINIMUM QUALIFICATIONS**Experience:**

Two (2) years of administrative support experience involving direct public interaction, preferably in the public sector. Bi-lingual competency in Spanish is preferred, and Mandarin Chinese is a plus.

Education:

High school diploma or equivalent. Associate degree or higher preferred.

Additional Requirements/Information:

A valid California driver's license and the availability of private transportation or the ability to obtain transportation between job sites may be required.

Licenses and Certifications:

Possession of a valid California Class C driver's license and acceptable driving record at time of appointment and throughout employment in this position.

PHYSICAL DEMANDS AND WORKING CONDITIONS

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

Physical Demands:

- Sitting for long periods of time and the use of a computer keyboard and screen.
- Vision (which may be corrected) to read small print.
- Mobility to stand, kneel, bend, crouch, and twist.
- Ability to reach, grasp, lift, carry, push, pull and drag objects of up to 25 pounds.

Working Conditions:

- Work is performed in an office environment.
- Significant public interaction including face-to-face and telephone contact.

ATTACHMENT C

RESOLUTION NO. 24-154

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING THE NEW POSITION OF COMMUNITY
SERVICES ANALYST AND ADOPTING CLASS
SPECIFICATIONS AND COMPENSATION RANGE FOR THE
POSITION

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

WHEREAS, pursuant to SEMMC section 2.64.040, the City Manager recommends creating the position of Community Services Analyst; and

WHEREAS, the City Manager recommends the creation of the classification with associated compensation range and adoption of the job specifications; and

WHEREAS, the position of Community Services Analyst is a new position; and

WHEREAS, the creation of the new position is in the best interest of the City of South El Monte (“City”) and advances the City’s goal to maximize administrative efficiency; and

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

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

SECTION 1. The South El Monte City Council hereby approves the new position of Community Services Analyst with a compensation range of \$5,968.96 to \$7,255.32 per month and adopts class specifications, a copy of which is attached hereto as Exhibit A.

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

ATTACHMENT C

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

Attachment(s): Exhibit A – Class Specs

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. 24-154 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 23rd day of April 2024 and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):

Donna G. Schwartz, City Clerk

COMMUNITY SERVICES ANALYST

DEFINITION

Under general direction from the Department Head, performs a variety of professional analyses, surveys, and studies involving administrative, financial, personnel, and statistical data; performs administrative and analytical functions in support of City programs and services; coordinates public and news media relations; marketing promotional efforts including writing and editing marketing and informational materials; assist with coordinating departmental social media; edits departmental publications; and performs related work as required. This classification is assigned to work in the City's Community Services Department.

SUPERVISION RECEIVED AND EXERCISED

The Community Services Analyst provides professional support to a Department Head and/or Manager and is a generalist classification that works with minimal supervision and may provide direction and supervision over assigned support staff.

CLASS CHARACTERISTICS

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

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

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Plans, organizes, and conducts administrative or management surveys and analyses; researches and collects required information as part of staff reports and correspondence.
- Coordinates and promotes City programs and services, depending upon departmental assignment; acts as liaison with other agencies and other departments.
- Reviews, evaluates, and updates forms, policies, procedures, and manuals.

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

QUALIFICATIONS

Knowledge of:

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

Ability to:

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

Education and Experience:

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

Bachelor's degree or equivalent in business administration, public administration, or a closely related field is required. At least two (2) years of increasingly responsible professional experience in administrative, management, personnel, and analytical functions.

Licenses and Certifications:

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

PHYSICAL DEMANDS

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

ENVIRONMENTAL ELEMENTS

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

ATTACHMENT F

RESOLUTION NO. 24-155

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AND ESTABLISHING CLASS SPECIFICATIONS FOR THE POSITION OF LEAD MAINTENANCE WORKER – BUILDING & LANDSCAPE CLASS SPECIFICATION CHANGING THE TITLE OF THE LEAD MAINTENANCE WORKER – BUILDING & LANDSCAPE CLASSIFICATION TO MAINTENANCE WORKER II (SPECIALIST) AND ADOPTING UPDATED CLASS SPECIFICATIONS AND COMPENSATION

WHEREAS, the City of South El Monte previously approved and adopted class specifications and a salary range for the position of Lead Maintenance Worker – Building & Landscape; and

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

WHEREAS, the City Manager recommends the title of Lead Maintenance Worker – Building & Landscape be changed to Maintenance Worker II (Specialist) and that updated classifications and compensation be adopted; and

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

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

SECTION 1. The South El Monte City Council hereby approves the updated compensation range from \$ 5,291.62 to \$6,432.00 to \$4,434.91 to \$5,390.66 per month.

SECTION 2. The South El Monte City Council hereby approves the title change of the Lead Maintenance Worker – Building & Landscape classification to Maintenance Worker II (Specialist) and adopts updated class specifications for the position, a copy of which is attached hereto as Exhibit A. The Maintenance Worker II (Specialist) class specification shall supersede and replace the previous Lead Maintenance Worker – Building & Landscape class specifications effective as of the date of the adoption of this resolution.

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

ATTACHMENT F

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

Attachment(s): Exhibit A – Class Specs

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. 24-155 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 23rd day of April 2024 and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):

Donna G. Schwartz, City Clerk

CITY OF SOUTH EL MONTE**MAINTENANCE WORKER II (SPECIALIST)**

Bargaining Unit: SEMEA Non-Exempt

DEFINITION

Under direction from the Public Works Maintenance Supervisor, performs a wide variety of skilled and semi-skilled tasks related to the maintenance and repair of City buildings and facilities, parks, grounds, open spaces, streets, sidewalks, sewers, and storm facilities; operates trucks and heavy equipment; utilizes a variety of hand and power tools and equipment; performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the Public Works Maintenance Supervisor. Supervision is not exercised by this classification.

ESSENTIAL DUTIES:

Duties include but are not limited to the following:

- Inspects assigned City area for safety issues and possible future work projects, and appropriately marks areas that need to be repaired; responds to emergency situations as required.
- Operates and maintains specialized vehicles and a variety of light, medium, and heavy equipment related to the construction, maintenance, and repair of parks and grounds, streets, or facilities.
- Operates a variety of hand and power tools and equipment related to work assignments as instructed; observes safe work methods and makes appropriate use of related safety equipment.
- Repairs and maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment upon completion of workday.
- Monitors City premises for graffiti and vandalism; utilizes appropriate chemicals and high-pressure equipment to remove graffiti.
- Installs street barricades and cones and controls traffic around work sites, street closures, and special events to ensure safe conditions for the general public and City staff.
- Maintains accurate logs and records of work performed and materials and equipment utilized.
- Mentors, coaches, and passes along trades knowledge and safety tips to less experienced Maintenance I workers.
- Estimates quantities needed and recommended selection of materials, replacements, etc. for respective areas.

- Ensures staff compliance with City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

WHEN ASSIGNED TO:**Building Maintenance Division (Electrician, Framer/Drywall)**

- Installs, repairs, broken pipes, cleaning clogged drains, diagnoses, repairs, and maintains valves, fittings, and other plumbing fixtures; repairs and builds furniture.
- Ensures proper physical appearance of park facilities, playground equipment, benches, lights, athletic fields, and ball courts; constructs or repairs walls, platforms, and ramps; installs doors; prepares various surfaces for paint, varnish, shellac, enamel, or other protective finishes.
- Performs custodial services at City facilities; cleans floors, restrooms, and removes trash sweeps, mops, scrubs, strips, polishes, waxes floor and cleans rugs and carpets;
- Organizes and stocks restrooms; washes walls, windows, mirrors, blinds and/or replaces windows; empties and cleans waste receptacles.
- Cleans and repairs pool facilities, including utilizing chemicals to treat water; makes adjustments and repairs to pool and auxiliary equipment.

Electrician

- Executes plans of electrical wiring for well-functioning lighting, intercom, and other electrical systems.
- Installs electrical apparatus, fixtures and equipment for alarm and other systems.
- Installs safety and distribution components such as: switches, resistors, circuit-breaker panels etc.)
- Connects wiring in electrical circuits and networks ensuring compatibility of components.
- Prepares and assembles conduits and connect wiring through them.
- Prevents breakdown of systems by routinely inspecting and replacing old wiring and insulated cables, cleaning circuits etc.
- Performs effective troubleshooting to identify hazards or malfunctions and repair or substitute damaged units.

Framing Carpenter/Drywall

- Reads blueprints, drawings, and sketches to fully grasp requirements.
- Takes measurements and calculates the size and amount of material needed.

- Cuts, shapes and smooths lumber and other material (e.g., fiberglass) according to measurements.
- Builds window frames, doors, staircases, and frame buildings by using raw materials or pre-constructed items.
- Lays out flooring, roofing or drywall ensuring they are leveled and compatible.
- Carves and assembles furniture, cabinets, shelves, and other items and install them where designated.
- Inspects places and conduct repairs or maintenance.

Landscape Division

- Maintains City parks, open spaces and other City areas, mows, edges, weeds lawns, and other landscaped areas.
- Plants trees, stakes, and re-stakes trees; prunes, or trims hedges, trees, flowers, and shrubs; performs minor tree surgery work.
- Operates stump grinder, chipper, blowers, edgers, hedge trimmers, clippers, sprayers, and other equipment, repairs.

Irrigation Plumbing

- Installs, and maintains irrigation systems backflow devices, piping, and sprinkler heads.
- Evaluates in-ground irrigation systems, irrigation controllers.
- Repairs and replaces sprinkler heads, fittings, valves, water lines and breaks in irrigation control wiring.
- Repairs leaks in irrigation systems involving galvanized, copper, or PVC pipe up to fourteen inches in diameter.
- Installs main and lateral line irrigation pipe, valves, and sprinkler heads.
- Installs backflow devices.
- Digs and backfills trenches to desired depth by using trencher and hand tools.
- Lays and connects irrigation control wires from valves to controllers.
- Tests irrigation system.
- Ensures that plants, shrubs, and turf are receiving appropriate irrigation coverage.
- Sets and adjusts water distribution in parks and medians.
- Reads and reviews blueprints and estimates the time, cost, and materials necessary for irrigation projects.
- May assist in the design off irrigation systems.
- Recommends irrigation design changes to improve irrigation system efficiency and reduce water-waste.

- Assists in walk-through inspections of new irrigation systems; review water usage records to evaluate water use and determine conservation procedures.
- Trains staff in irrigation system repair and maintenance.
- Performs other duties as assigned.

Tree Trimmer

- Plants, transplants, or removes trees of all sizes.
- Uses rigging to climb and trims trees safely.
- Trims trees close to power lines.
- Cuts the trees, limbs, and extra excessive branches.
- Operates and uses chainsaw and other tools to safely cut down limbs.
- Performs pruning activities.
- Trims and reshapes treetops and canopies.
- Operates and uses shredding and chipping equipment.
- Inspects trees in order to determine if they are diseased or declining.
- Cleans and sharpens tools require for tree trimming purposes.
- Performs preventive and regular maintenance on tool and equipment.
- Collects debris from tree trimmings and properly dispose of it.
- Loads debris and refuse onto awaiting trucks.
- Performs brush chipping and stump grinding activities.
- Informs supervisors of declining trees.
- Performs other duties as assigned.

Street Division

Cement Finisher

- Installs, Placing forms at the correct dimensions to regulation.
- Preps subgrade at correct compaction.
- Installs fixtures such as: Anchor bolts, rebar, plates.
- Pours, spreads, levels, smooths cement, and monitors curing.
- Repair curbs, gutters, driveways, storm drains, decks, and sidewalks.

Road Maintenance

- Reads blueprints, drawings, and sketches to fully grasp requirements.
- Understands and sets up traffic control for different scenarios.
- Paints various street/pavement marking surfaces.

- Marks out various traffic lanes and legends up to code.
- Operates and maintains paint striping equipment.
- Lays up to 4 tons of hot asphalt to Greenbook specification.
- Shovels, screeds, and compacts AC material.
- Crack seals AC.
- Operates pickup and dump trucks, tractors, street sweepers, and other heavy maintenance equipment.

JOB REQUIREMENTS:

Knowledge of:

Building Maintenance:

- Materials, tools, and methods used in general building repair and maintenance.
- Mechanical and electrical components.
- Paints and painting techniques; plumbing supplies and techniques.
- Basic carpentry.
- Locksmithing, heating and air conditioning maintenance.
- Custodial supplies and techniques.

Landscaping Division:

- Equipment, materials and methods used in planting and maintaining a variety of plants; plant growing conditions.
- Tree trimming and removal; aerial lift operations; turf irrigation systems.

Streets Division:

- Tools, equipment, materials, and safe methods of street maintenance work including cement and asphalt repair.
- Masonry, curb marking, street striping, and street sweeping.

Competencies:

- Teamwork – Collaborating with others to achieve shared goals.
- Developing Others – Supporting others in stretching and expanding their capabilities.
- Informing – Proactively obtaining and sharing information.
- Integrity and Ethics – May understand rules and ethical guidelines.
- Safety Focus – May establish and evaluate workplace safety and health policies, procedures, and priorities.
- Using Technology – Working with electronic hardware and software applications.
- Continuous Learning – Being responsible for developing one's career and competencies.
- Reading Comprehension – Understanding and using written information.
- Oral Communication – May organize thoughts on the fly.
- Attention to detail – Focusing on the details of work content, work steps, and final work products.
- Environmental Exposure Tolerance – Performing under physically demanding conditions
- Physical Ability – Using strength, endurance, flexibility, balance, and coordination.

MINIMUM QUALIFICATIONS**Experience:**

Three (3) years of experience in maintenance, construction, or building trades, preferably performing duties in landscaping and streets maintenance, painting, plumbing, heating, ventilation, and air conditioning, carpentry, and electrical trades.

Education:

High School Diploma or equivalent.

Licenses and Certificates:

Possession of or ability to obtain a Class C California driver's license and a satisfactory driving record is required. Trades certifications preferred and encouraged.

Additional Requirements:

Responds to emergency calls from the public and other agencies taking appropriate action such as placing barricades and other related emergency actions. Able to temporarily fill in as Lead when Lead is out sick or on vacation.

PHYSICAL DEMANDS AND WORKING CONDITIONS

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

Physical Demands:

- Perform physically demanding work.
- Required to talk and hear.
- Required to pull, push, stand, walk, sit, stoop, crouch, bend, crawl, climb, balance, and reach with both hands and arms.
- Frequently required to use hands to finger, handle, feel or operate objects, tools, or controls.
- Frequently lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds with assistance.
- Vision abilities to utilize close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Regularly works near moving mechanical parts and in outside weather conditions including temperature extremes, inclement weather, and poor air quality.
- Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and is subject to vibration.
- Noise level in the work environment is occasionally loud.

ATTACHMENT H

RESOLUTION NO. 24-156

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AND ESTABLISHING CLASS SPECIFICATIONS FOR THE POSITION OF LEAD MAINTENANCE WORKER CHANGING THE TITLE OF THE LEAD MAINTENANCE WORKER CLASSIFICATION TO LEAD MAINTENANCE WORKER III AND ADOPTING UPDATED CLASS SPECIFICATIONS AND COMPENSATION

WHEREAS, the City of South El Monte previously approved and adopted class specifications and a salary range for the position of Lead Maintenance Worker; and

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

WHEREAS, the City Manager recommends the title of Lead Maintenance Worker be changed to Lead Maintenance Worker III and that updated classifications and compensation be adopted; and

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

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

SECTION 1. The South El Monte City Council hereby approves the updated compensation range from \$5,291.62 to \$6,432.00 \$5,556.18 to \$6,753.58 per month.

SECTION 2. The South El Monte City Council hereby approves the title change of the Lead Maintenance Worker classification to Lead Maintenance Worker III and adopts updated class specifications for the position, a copy of which is attached hereto as Exhibit A. The Lead Maintenance Worker III class specification shall supersede and replace the previous Lead Maintenance Worker class specifications effective as of the date of the adoption of this resolution.

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

ATTACHMENT H

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

Attachment(s): Exhibit A – Class Specs

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. 24-156 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 23rd day of April 2024 and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):

Donna G. Schwartz, City Clerk

CITY OF SOUTH EL MONTE**MAINTENANCE WORKER III (LEAD)**

Bargaining Unit: SEMEA Non-Exempt

DEFINITION

Under direction from the Public Works Maintenance Supervisor, performs lead functions in the repair and maintenance of the City of South El Monte facilities, buildings, grounds, parks, urban forestry, landscape, streets, and equipment and operating systems. Provides work direction, structured on the job training and general operational guidance to maintenance staff and assigned employees; performs skilled tasks related to upkeep of City landscape, parks, grounds, and open spaces; This role involves leading and performing a variety of manual and complex work related to streets, water, sewer, storm drains, and operating various maintenance equipment. Performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the Public Works Maintenance Supervisor. This position provides work direction to Maintenance Aides, Maintenance Worker I and Maintenance II (Specialist).

ESSENTIAL DUTIES:

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

- Provides lead work direction overseeing maintenance and repair projects and assigned maintenance staff; maintains buildings, streets, parks, medians, and public property.
- Leads assist staff on routines and projects.
- Assists Public Works Maintenance Supervisor in the planning of maintenance projects and work schedules within the division.
- Provides supervisor with project updates and employee matters
- Assists and trains staff towards maintenance and completion of assigned projects; inspects quality and timeliness of completed projects.
- Prepares staff performance evaluations with Supervisor review and implementation.
- Confers with Supervisor and recommends implementing progressive discipline as needed.
- Performs related duties as assigned.

WHEN ASSIGNED TO:**Building Maintenance Division:**

- Oversees, monitors, installs, repairs, retrofits and maintains electrical wiring and equipment; replaces ballasts, fluorescent tubes, and bulbs; performs plumbing by repairing broken pipes, cleaning clogged drains, diagnoses, repairs, and maintains valves, fittings, and other plumbing fixtures; repairs and builds furniture.

- Arranges inspections of and maintains park facilities, playground equipment, benches, lights, athletic fields, and ball courts.
- Constructs or repairs walls, platforms, and ramps; installs doors; prepares various surfaces for paint, varnish, shellac, enamel, or other protective finishes.
- Provides oversight and custodial services for facilities, cleans floors, restrooms, and removes trash sweeps, mops, scrubs, strips, polishes, waxes floor and cleans rugs and carpets; cleans and stocks restrooms; washes walls, windows, mirrors, blinds and/or replaces windows; empties and cleans waste receptacles.
- Monitors and manages pool facilities maintenance and repairs, such as, using chemicals to treat water; makes adjustments and repairs to pool and auxiliary equipment.

Landscape Division

- Performs lead work in the maintenance of City parks, open spaces and other areas; oversees and mows, edges, weeds lawns, and other landscaped areas; plants trees, stakes, and re-stakes trees; prunes, or trims hedges, trees, flowers, and shrubs; performs minor tree surgery work.
- Assists maintenance teams and operates stump grinder, chipper, blowers, edgers, hedge trimmers, clippers, sprayers, and other equipment; repairs, installs, and maintains irrigation systems backflow devices, piping and sprinkler heads.

Street Division

- Oversees, monitors, organizes, and installs forms, pours, and finishes concrete to repair curbs, gutters, driveways, storm drains, and sidewalks; lays asphalt and cleans streets of debris performs street repairs and patching.
- Oversees and operates pickup and dump trucks, tractors, street sweepers, and other heavy maintenance equipment.

JOB REQUIREMENTS

Knowledge:

- Equipment, materials, and methods used in planting and maintaining a variety of plants.
- Aerial lift operations e.g., light fixtures, street banners and holiday fixtures.
- Pre and post emergent herbicide.
- Herbicide and pesticides use and application techniques.
- Urban and municipal tree maintenance.
- Turf and landscape.
- Concrete and asphalt structures.
- Traffic control and safety for repair purposes.
- Lead oversight principles.
- Applicable safety procedures and practices.
- Safety usage of required power tools, hand tools and various equipment.

Competencies:

- Organizational Savvy – Gets things done through formal channels and informal networks.
- Critical thinking – May grasp all the elements of a problem and their interrelationships.
- Teamwork – Collaborating with others to achieve share goals.

- Handling Conflict – Managing interpersonally strained situations.
- Leadership – Creates a positive work environment in which all are motivated to do their best.
- Developing Others – Supporting others in stretching and expanding their capabilities.
- Informing – Proactively obtaining and sharing information.
- Integrity and Ethics – May understand rules and ethical guidelines.
- Safety Focus – May establish and evaluate workplace safety and health policies, procedures, and priorities.
- Using Technology – Working with electronic hardware and software applications.
- Continuous Learning – Being responsible for developing one's career and competencies.
- Reading Comprehension – Understanding and using written information.
- Oral Communication – May organize thoughts on the fly.
- Attention to detail – Focusing on the details of work content, work steps, and final work products.
- Environmental Exposure Tolerance – Performing under physically demanding conditions.
- Physical Ability – Using strength, endurance, flexibility, balance, and coordination.

MINIMUM QUALIFICATIONS

Experience:

Five (5) years of increasing responsible experience in facilities, street, and landscape maintenance.

Education:

High School diploma or equivalent.

Licenses and Certificates:

Possession of or ability to obtain a Class C California driver's license and a satisfactory driving record is required. Trade certifications are preferred and encouraged.

PHYSICAL DEMANDS AND WORKING CONDITIONS

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

Physical Demands:

- Perform physically demanding work.
- Required to talk and hear.
- Required to pull, push, stand, walk, sit, stoop, crouch, bend, crawl, climb, balance, and reach with both hands and arms.
- Frequently required to use hands to finger, handle, feel or operate objects, tools, or controls.
- Frequently lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds with assistance.
- Vision abilities to distinguish close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Regularly works near moving mechanical parts and in outside weather conditions including temperature extremes, inclement weather, and poor air quality.
- Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and is subject to vibration.
- Noise level in the work environment is occasionally loud.

ATTACHMENT J

RESOLUTION NO. 24-157

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AND ESTABLISHING SPECIFICATIONS FOR THE POSITION OF EXECUTIVE ASSISTANT CHANGING THE TITLE OF THE EXECUTIVE ASSISTANT CLASSIFICATION TO COMMUNITY DEVELOPMENT EXECUTIVE ASSISTANT AND ADOPTING UPDATED CLASS SPECIFICATIONS AND COMPENSATION

WHEREAS, the City of South El Monte previously approved and adopted class specifications and a salary range for the position of Executive Assistant; and

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

WHEREAS, the City Manager recommends the title of Executive Assistant be changed to Community Development Executive Assistant and that updated classifications and compensation be adopted; and

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

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

SECTION 1. The South El Monte City Council hereby approves the updated compensation range from \$5,304 to \$6,447 to \$5,463to \$6,640per month.

SECTION 2. The South El Monte City Council hereby approves the title change of the Executive Assistant classification to Community Development Executive Assistant and adopts updated class specifications for the position, a copy of which is attached hereto as Exhibit A. The Community Development Executive Assistant class specification shall supersede and replace the previous Executive Assistant class specifications effective as of the date of the adoption of this resolution.

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

ATTACHMENT J

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

Attachment(s): Exhibit A – Class Specs

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. 24-157 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 23rd day of April 2024 and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):

Donna G. Schwartz, City Clerk

CITY OF SOUTH EL MONTE**COMMUNITY DEVELOPMENT EXECUTIVE ASSISTANT**

Bargaining Unit: SEMEA (Confidential)

DEFINITION

Under direction from the Director of Community Development, performs a variety of confidential, complex and responsible administrative support duties; prepares a variety of reports, records and materials; responds to questions and requests for information; performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the Director of Community Development and other City administrators. Supervision is not exercised by this classification.

ESSENTIAL DUTIES:

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

- Receives and screens incoming telephone calls; responds to inquiries, resolves complaints and provides information regarding departmental programs, policies and procedures; refers callers and visitors to appropriate staff, as appropriate for specific projects and concerns.
- Initiates and prepares communications; types and proofreads a variety of documents including staff reports, letters, memoranda and forms from scratch, rough draft, or verbal instruction, including documents of a confidential or sensitive nature; reviews documents for completeness, accuracy, grammar, spelling, punctuation, tone, readability, formatting and compliance with policies and procedures.
- Maintains calendars, schedules meetings, conference calls and conferences; utilizes organization skills to schedule and set-up a variety of meetings and presentations; ordering and serving food, greets attendees, provides audio/visual/filming and recording equipment, and meeting handouts; makes travel arrangements.
- Monitors and keeps the Director of Community Development and administrators informed of pending issues, project due dates, upcoming meetings, scheduled events and sensitive matters affecting the department.
- Receives, screens, and prioritizes communications and materials submitted for review, approval and signature.
- Attends Planning Commission meetings as required; assembles and prepares agenda packets; takes notes and transcribes minutes; disseminates information to interested parties; prepares and posts meeting notices; uploads agendas and other reports to the City website, assists with ensuring Planning Commission/Staff are in compliance with the Brown Act.
- Assists with the preparation of contract documents and consultant service agreements; proofreads documents and maintains files; monitors project budget and contract requirements.
- Researches, retrieves and compiles information from files, databases and external

sources to prepare reports, presentations and correspondence pertaining to departmental operations and activities.

- Maintains, organizes and updates administrative files, records and databases; serves as custodian of departmental records, prepares files for archival storage and retrieves archived files as necessary.
- Receives and reviews mail and correspondence sent to department; responds to inquiries or routes to staff as appropriate.
- Maintains and updates Departmental website.
- Monitors departmental supply inventory and purchases supplies as necessary.
- Assists and makes departmental budget preparation and administration; monitors expenses against the approved budget; prepares worksheets and summaries of budget data.
- Maintains and monitors database of invoices and expenditures; prepares check requests and invoices for payment; prepares expense reports; manages purchase orders.
- Establishes and implements departmental office practices, forms and procedures.
- Executes department specific projects.
- Performs other duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Modern office practices.
- Research and information gathering techniques.
- Basic office mathematics.
- Project management.
- Interpret city and state laws as they apply.
- Establishment and maintenance of files and information systems.
- Principles and procedures of Public Administration.
- Confidential file development, maintenance and dispersal.
- Assess information and use good judgement to ascertain when data or requests are of high priority.

Competencies:

- Professional & Technical Expertise – Applying technical subject matter to the job.
- Critical Thinking and Problem Solving – Analytically and logically evaluating information, issues, and problems.
- Reading Comprehension – Understanding and using written information.
- Using Technology – Working with electronic hardware and software applications.
- Action & Results Focus – Initiating tasks and focusing on accomplishment.
- Adaptability – Responding positively to change and modifying behavior as the situation requires.
- Attention to Detail – Focusing on the details of work content, work steps, and final work products.
- Innovation – Imagining and devising new and better ways of doing things.
- Self-Management – Showing personal organization, self-discipline, and dependability.

- Informing – Proactively obtaining and sharing information.
- Listening – Fully comprehending spoken communication.
- Oral Communication – Engaging effectively in dialogue.
- Writing – Communicating effectively in writing.
- Customer Focus – Attending to the needs and expectation of customers.
- Professional Impact – Presenting self as a positive representative of the organization.
- Teamwork – Collaborating with others to achieve shared goals.
- Political & Organizational Knowledge – Working skillfully with politics, procedures, and protocols across organizational levels and boundaries.

MINIMUM QUALIFICATIONS

Experience:

Three (3) years of experience involving administrative responsibilities of a sensitive nature, record keeping, general clerical operations, or office management and interaction with the public and confidentially.

Education:

Associates degree or two (2) years college course work in business may be substituted for one (1) year experience.

PHYSICAL DEMANDS AND WORKING CONDITIONS

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

Physical Demands:

- Regularly required to use hands to finger, grasp, feel, use repetitive motions to operate office equipment.
- Frequently required to sit, talk, and hear.
- Occasionally required to stand, walk, stoop, kneel, crouch or reach, and to lift up to 25 pounds.
- Vision abilities required to perform office machine operations.

Working Conditions:

- Sedentary, office work.
- Noise level consistent with work in an office setting.

ATTACHMENT L

RESOLUTION NO. 24-158

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE NEW POSITION OF PLANNING ASSISTANT AND ADOPTING CLASS SPECIFICATIONS AND COMPENSATION RANGE FOR THE POSITION

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

WHEREAS, pursuant to SEMMC section 2.64.040, the City Manager recommends creating the position of Planning Assistant; and

WHEREAS, the City Manager recommends the creation of the classification with the associated compensation range and adoption of the job specifications; and

WHEREAS, the position of Planning Assistant is a new position; and

WHEREAS, the creation of the new position is in the best interest of the City of South El Monte (“City”) and advances the City’s goal to maximize administrative efficiency; and

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

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

SECTION 1. The South El Monte City Council hereby approves the new position of Planning Assistant with a compensation range of \$4,773.16 to \$5,801.80 per month and adopts class specifications, a copy of which is attached hereto as Exhibit A.

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

ATTACHMENT L

PASSED, APPROVED AND ADOPTED this 23rd day of April 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. 24-158 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 23rd day of April 2024 and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):

Donna G. Schwartz, City Clerk

ATTACHMENT M

CITY OF SOUTH EL MONTE

PLANNING ASSISTANT

Bargaining Unit: SEMEA Non-Exempt

DEFINITION

Under direction from the Planning Manager, performs technical activities and entry-level planning tasks to conduct special projects and research; prepares reports and makes recommendations regarding land use applications; provides support in the implementation of the City's General Plan and municipal codes applicable to planning activities; analyzes data with respect to relevant laws, ordinances, regulations, and policies; performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is provided by the Planning Manager. Supervision is not exercised by this classification.

ESSENTIAL DUTIES:

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

- Reviews and examines land use project documents; prepares staff reports providing recommendations to Planning Commission, reviewing land use applications utilizing the development review entitlement process; develops and drafts resolutions and conditions of approval and environmental determinations for land use projects.
- Informs and explains planning preparation processes, procedures and practices on land use project applications and entitlements; Provides counter assistance and responds to questions from residents and developers; answers phone calls and email inquiries.
- Evaluates commercial, industrial, mixed-use, and residential development plans for issuance of zoning clearance and compliance with related regulations; examines building plans, parcel maps, and subdivision proposals for compliance with appropriate regulations and the California Subdivision Map Act.
- Prepares, maintains, interprets, and amends address maps; creates, edits, and updates City maps through Geographic Information System (GIS).
- Conducts planning projects, including area and topographical calculations, scaling, data collection, and conducts field inspections; participates in project coordination meetings with developers on design of potential projects.
- Coordinates the development review of planning projects with internal and external departments and agencies.
- Report development and record management utilizing permitting software application.
- Performs related duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Planning principles and practices, laws, ordinances, rules, and regulations
- Implementation of zoning and other municipal ordinances
- Application of land use, land development, physical design, economic, environmental and/or social concepts to the planning process

ATTACHMENT M

- Terminology, symbols, methods, techniques
- Instruments used in planning and map drafting
- General working knowledge of Geographic Information System (GIS)

Competencies:

- Professional/Technical Expertise – Mastery of the technical subject matter of the job
- Gathering and analyzing data – Fact finding, analyzing, and interpreting quantitative and qualitative data
- Critical thinking - Shows insight into the root-causes of problems or issues.
- Continuous learning – Develops knowledge, skills, and abilities that are presently needed in their job.
- Integrity and ethics – Take responsibility for their actions.
- Action and result focus – Gets things done well and efficiently.
- Presentation skill – Delivers clear, organized, and persuasive messages.
- Involving others – Identifies key stakeholders in the success of a project or process.
- Influencing – Persists tactfully in promoting a position, adjusting style to fit the situation.
- Customer focus – Explores options and pursues solutions until customers are satisfied.
- Teamwork – Understands one's role on the team and does whatever is needed to make the team a success.
- Project management – Ensures clear definition of project goal and criteria for success.
- Leveraging technology – Stays current on new developments and trends in technology.
- Attention to detail – Shows high level of care and thoroughness in handling the details of the job.

MINIMUM QUALIFICATIONS

Experience:

One (1) year of municipal planning experience.

Education:

Bachelor's degree from an accredited college or university in urban planning or a closely related field. A Master's degree in a related field may substitute for one (1) year of experience.

Licenses and Certificates

Requires possession of or ability to obtain an appropriate California driver's license and a satisfactory driving record.

PHYSICAL DEMANDS AND WORKING CONDITIONS

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

Physical Demands:

- Regularly required to use hands to finger, grasp, feel, use repetitive motions to operate office equipment.
- Frequently required to sit, talk and hear.
- Occasionally required to stand, walk, stoop, kneel, crouch or reach, and to lift up to 25 pounds.
- Vision abilities required to perform office machine operations.

Working Conditions:

- Sedentary, office work.
- Noise level consistent of an office setting.



City Council Agenda Report

Agenda Item No. 7.i.

DATE: April 23, 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. 24-159, AWARDING A CONTRACT SERVICES AGREEMENT (CSA) TO KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT)

SUMMARY: Staff seeks City Council approval to award a contract services agreement to Kimley-Horn and Associates, Inc. for design services for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project).

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-159, awarding a CSA to Kimley-Horn and Associates, Inc. for Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections Project in the amount of \$67,571.88; and
2. Authorize City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The City received approval of funds in the amount of \$637,020 from Caltrans through the HSIP program for this project. These funds will cover the design and construction of the proposed improvements. As part of HSIP program requirements, the City will provide \$70,780 (10%) through Measure R Local Match funds to meet the local match requirement on the project. The funds from Caltrans works on reimbursement basis, and staff will coordinate such reimbursement throughout the project. Upon final contract award, staff will advise the City Council of the proposed not-to-exceed contract amount and confirm funding availability. The following is the project's anticipated cost for the design phase:

Professional Services (Kimley-Horn and Associates)	\$67,571.88
Total	\$67,571.88

Below is the design phase funding breakdown:

HSIP Cycle 11	\$60,814.69
Measure R Local Funds (Required Local Match)	\$6,757.19
Total	\$67,571.88

DISCUSSION: The proposed safety improvements include installation of raised pavement markers, striping, pedestrian crosswalks and traffic signal adjustments (implementation of leading pedestrian interval (LPI)) at various signalized intersections. The improvement locations are shown on Attachment E – Project Locations Map.

The primary objective of the requested professional services (design engineering services) is to have the selected engineering consultant provide a complete PS&E (plans, specifications and estimates) package approved by all involved jurisdictional and regulatory agencies that will be ready for construction bidding for the improvements outlined in the RFP.

On March 12, 2024, the City Council authorized staff to issue a RFP for Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project). On March 13, 2024, the City issued a RFP for Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project) with a proposal due date of April 10, 2024. Four (4) firms submitted proposals: Kimley-Horn and Associates; Michael Baker, Minagar & Associates, and West & Associates. The proposals were evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references.

Staff reviewed the proposals and determined that the proposal from Kimley-Horn and Associates, Inc. (Kimley-Horn) was the most qualified pursuant to the City's purchasing policy. Kimley-Horn's proposal was the most comprehensive and demonstrated the best understanding of the requested services. Kimley-Horn included several HSIP projects as relevant experience. Furthermore, Kimley-Horn's proposed project manager and proposed team (including a specialized subconsultant) demonstrated relevant HSIP project experience.

Staff recommends that the City Council approve a contract services agreement with Kimley-Horn and Associates, Inc., as the most qualified consultant, to provide Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project) Project for a total amount of \$67,571.88 and authorize the City Manager to execute the agreement.

ATTACHMENT(S):

- A. Resolution No. 24-159, Kimley Horn
- B. Technical Proposal
- C. Fee Proposal
- D. Project Locations Map

ATTACHMENT A

RESOLUTION NO. 24-159

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING PROFESSIONAL SERVICE AGREEMENT TO KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS

WHEREAS, on March 12, 2024, the City Council authorized staff to issue a Request for Proposals (RFP) for Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections Project; and

WHEREAS, on March 13, 2024, the City issued a Request for Proposal (RFP) for Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections Project with a proposal due date of April 10, 2024 and received four (4) proposals; and

WHEREAS, the City staff evaluated the proposals and determined that Kimley-Horn and Associates, Inc. submitted the most qualified and comprehensive proposal to provide the subject services 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: Upon reviewing the proposals submitted for Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections Project, the City Council hereby finds that Kimley-Horn and Associates, Inc. has submitted the most qualified proposal, in the amount of \$67,571.88.

SECTION 3: The City Council hereby authorizes the City Manager to take all actions necessary to effectuate and execute a professional service agreement with Kimley-Horn and Associates, Inc. in the amount of \$67,571.88, subject to the approval as to form by the City Attorney.

SECTION 4: The City Clerk shall certify to the passage and adoption of this resolution.

ATTACHMENT A

PASSED, APPROVED AND ADOPTED this 23rd day of April 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, hereby certifies that the foregoing Resolution No. 24-159, was adopted by the South El Monte City Council at a duly noticed council meeting held on April 23, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

Prepared for:
City of
**South
El Monte**

Proposal to Provide Design Services for
**SOUTH EL MONTE SYSTEMIC
SAFETY IMPROVEMENTS AT
SIGNALIZED INTERSECTIONS**
(HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

Prepared by:
Kimley»Horn
Expect More. Experience Better.



SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

COVER LETTER

April 10, 2024

John Poehler
Director of Public Works
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

» 660 South Figueroa Street
Suite 2050
Los Angeles, CA
90017
TEL 213.261.4040

RE: Proposal to Provide Design Services for South El Monte Systemic Safety Improvements at Signalized Intersections (HSIP Cycle 11 Project – HSIPL-5352(025))

Dear Mr. Poehler and Members of the Selection Committee:

The **City of South El Monte** (City) seeks to implement traffic signal improvements at 21 intersections citywide in an effort to increase the safety of drivers and pedestrians who travel along the corridors. To successfully deliver the Project, the City will be best served by a consultant that already knows the Project, has a history of working on relevant and similar projects, and offers a comprehensive and tightly-knit team.

Kimley-Horn is that consultant, and we have reviewed and understand all elements of this Request for Proposal (RFP). We offer the following benefits on which you can capitalize:



Pre-Existing Knowledge. Kimley-Horn is intimately familiar with the Project due to our work in preparing the Local Roadway Safety Plan (LRSP) for the City, which included the Project's 12 intersections on Atlantic Boulevard between East 52nd Street to Randolph Avenue and on Slauson Avenue between Alamo Avenue to Atlantic Boulevard. We are already well versed in what the City envisions for the traffic signal improvements at each intersection. In addition, through our analyses and studies for the LRSP, we are already familiar with the City's expectations and standards, which means there will be no learning curve. With Kimley-Horn, you can expect us to hit the ground running on the Project, saving you precious time.



The Right All-Around Experience. Designing signal hardware, pedestrian countdown signal heads, leading pedestrian intervals, vehicle detection cameras, battery backup systems, controller upgrades, ladder crosswalks, and signal phasing comes as second nature to Kimley-Horn, as we have performed these services on similar projects for municipalities across the Southern California region. Furthermore, many of these projects received HSIP funding; we understand that being familiar with the coordination of the approval process is the key to timely completion of the Project. Such projects include the Traffic Signal Improvements at Various Signalized Intersections for the City of South El Monte, Various Signalized Intersections Along Garfield Avenue for the City of Monterey Park, and the Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System for the City of Downey, among many others. With Kimley-Horn, you can trust that the Project is in the right hands.



A Tailor-Made Team for You. I, **Jean Fares, P.E.**, will lead our team on the Project and will be responsible for the services listed in the scope of services. I bring over 30 years of experience in the transportation engineering field, and I have worked closely with numerous local municipalities on various traffic signal modification projects. I will be backed by a skilled team of engineers, planners, and analysts with experience in traffic signal plans, traffic signal timing, bidding/construction support, and more. We have supplemented our in-house team with **Avant-Garde, Inc.** to provide funding administration services. This team regularly works together on similar HSIP projects, allowing us to collaborate with the City efficiently and effectively in completing the Project. With Kimley-Horn, you can expect nothing less than the Project's resounding success.

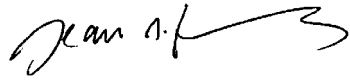
Kimley-Horn is confident that there is no other consultant who will match our qualifications and the benefits we offer to the City, and our team is looking forward to working on the Project.

SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS
(HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

Should you have any questions, please do not hesitate to contact me at 213.354.9402, jean.fares@kimley-horn.com, or at the address above. I am Kimley-Horn's designated representative for this proposal.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jean Fares, P.E.*

Project Manager/Senior Vice President

*As Senior Vice President, Jean Fares, P.E. is authorized by Kimley-Horn to bind the firm contractually.

Kimley-Horn understands that this proposal shall remain valid for a minimum of 120 days following the proposal submission date of April 10, 2024.

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Per the City's instructions in the RFP, Kimley-Horn has submitted our Fee Proposal in a separate, sealed envelope.

SECTION 1: APPROACH AND SCOPE OF WORK

Project Understanding and Approach

Kimley-Horn has previously worked with the City on HSIP Cycle 9 and HSIP Cycle 10. 13 out of the 21 intersections that are part of HSIP Cycle 11 were part of those previous HSIP Cycles. Therefore, Kimley-Horn has the CAD files, field notes, and background knowledge for the HSIP Cycle 11 project to deliver the project efficiently without compromising quality.

The City of South El Monte (City) is looking to improve safety and operability through the installation of raised pavement markers, crosswalks, and Leading Pedestrian Interval (LPI) timing at 21 existing signalized intersections in various locations throughout the City. Per the City's RFP, the project will be funded at 90% with HSIP funding for 21 total intersections.

The City has compiled collision data history from 2017 to 2021 with a total of 422 collisions, 40 of which include pedestrians and cyclists.

The Caltrans LRSM outlines a systemic approach of proven safety countermeasures to address systemwide safety issues. The LRSM provides steps to calculate Benefit to Cost ratios (BCR) to determine which low-cost countermeasures could be implemented to high crash locations. Based on the collision data history and BCRs, the City has determined three countermeasures to increase safety and reduce the number of collisions.

The first countermeasure, S9: Install raised pavement markers and striping (Through Intersection), provides better guidance for vehicles making their way through an intersection, especially at large intersections, skewed intersections, and intersections with multiple turn lanes. The LRSM states that the S9 countermeasure will guide vehicles, thus making the drivers' movements through an intersection more predictable. The implementation of installing pavement markers and striping has the potential to reduce crashes by 10-33 percent, as documented in the LRSM and RFP.

The second countermeasure, S18PB: Install pedestrian crossing, provides a designated space for the pedestrians to safely cross an intersection. Many crosswalks may require refurbishing or be upgraded to ladder crosswalks to provide better visibility. The implementation of pedestrian crossings will reduce crashes by 25 percent, as documented in the LRSM and RFP.

The third countermeasure, S21PB: Modify Signal Phasing to Implement a LPI, allows pedestrians a head start to cross the crosswalk, increases visibility for drivers completing a turning movement, allows pedestrians to have the right-of-way, and reduces conflict between pedestrians and vehicles. The LPI will reduce collisions by 59 percent, as documented in the LRSM.

Countermeasures S9, S18PB, and S21PB will have a combined BCR of 30.05. Specific improvements are further discussed in the Work Plan. These Project intersections and improvements are shown in **Figure 1** on the following page.

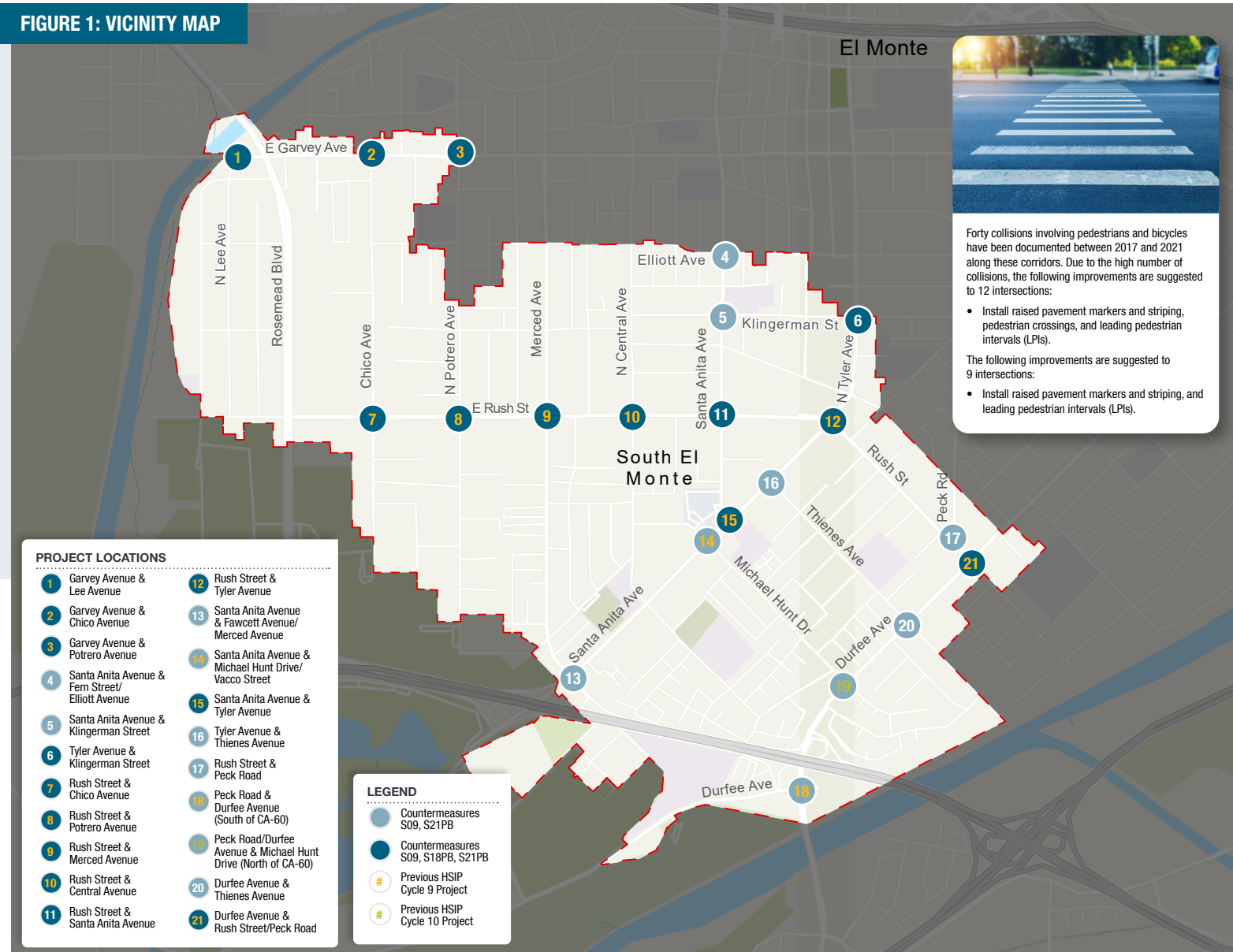
Grant administration is a key element to confirm that the City follows through with procurement. When agencies are appropriated funding, it is their responsibility to work with the administering agencies to submit the required documents as well as reimbursements requests. Funding administration involves various steps, such as the tracking of all eligible and non-eligible expenditures through a project's lifespan, providing advisement on programmatic changes and updates, and building relationships with each agency granting or administering the funding. Kimley-Horn has included Avant-Garde on our team to assist with this portion of the Project. Each member of Avant-Garde's staff has provided professional consultant services on similar projects in the past and is thoroughly familiar with the processes required pursuant to Caltrans LAPM and LA Metro funding administration procedures. Avant-Garde has successfully completed audits with Caltrans, LA Metro, and the Federal Highway Administration (FHWA). The documents are organized in a manner that is conducive to the auditor's review, and we have cleared all the audits conducted on state-funded projects that were administered through Avant-Garde.

In addition to the design and integration of this project, Kimley-Horn understands the importance of coordination with Caltrans District 7 to assure a successful implementation of the Project. Our team will verify that our submittals are complete to meet Caltrans LAPM requirements for each submission. It is further understood that the Project, along with all others receiving funding under HSIP Cycle 11, are funded by state-only funds and are also subject to the state's process for state-funded HSIPs.

SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS

(HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

FIGURE 1: VICINITY MAP



SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

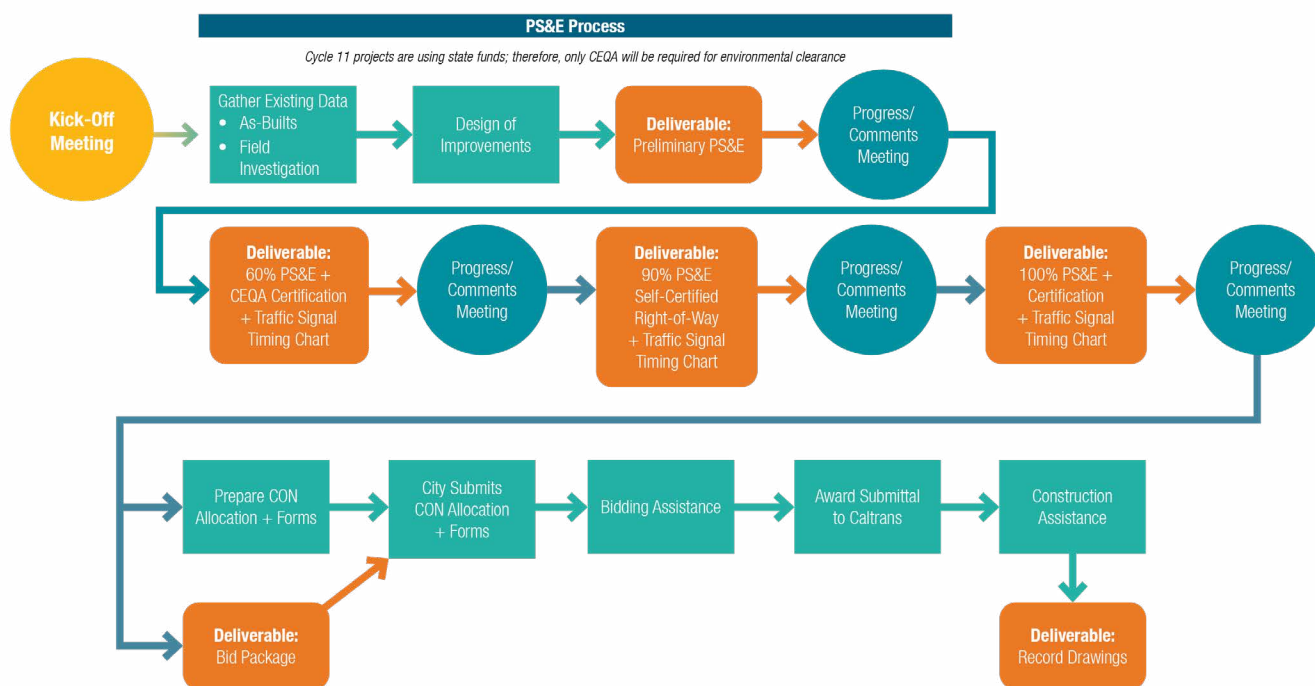
The implementation of countermeasures S9, S18PB, and S21PB is an effective method to improve overall intersection safety through enhancements to visibility. Kimley-Horn is committed to working with the City to deliver a project that is comprehensive, timely, and cost-effective.

Kimley-Horn will submit preliminary plans that will include one intersections per sheet at 1"=20' scale. The plans will show the full extent of traffic signal improvements. Base mapping within each sheet will include curb, property lines, gutter, and existing striping.

We have included two project samples on **Figures 2 and 3** on the next page. These provided enough context for the design, conveyed the information to the contractor, and required zero contractor change orders. For the City of Maywood, we installed crosswalks and other signal equipment. For the City of South El Monte, we drew the existing right-of-way, curb, and centerlines as a base for the design.

Project Methodology

The flowchart below illustrates methodology and techniques our team will employ for the Project.



Quality Control/Quality Assurance (QC/QA)

Since our founding, Kimley-Horn has aggressively pursued a commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a QC/QA manual that every contract manager and task manager is required to know and use. We strive for our procedures to facilitate the delivery of high-quality services that satisfy our client's needs. There will be no learning curve relative to quality for the Kimley-Horn team. Our QC/QA program is based on the philosophy that:

- **Quality is achieved** by adequate planning, coordination, supervision, and technical direction; proper definition of the job requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully
- **Quality is controlled** by assigning a manager to evaluate all work and procedures followed while providing the services

KIMLEY-HORN QUALITY CONTROL IS



CONSTRUCTION NOTES: (THIS SHEET ONLY)

- REMOVE AND SALVAGE EXISTING 3'-6" TRAFFIC SIGNAL HEAD. FURNISH AND INSTALL NEW 3'-10" TRAFFIC SIGNAL HEAD AND FULL MOUNTING BRACKET PER SPECIAL. PROVIDERS: REUSE EXISTING SIGNAL WIRE. FURNISH AND INSTALL HIGH VISIBILITY 2-HIGH YELLOW REFLECTIVE STRIP ON VEHICLE SIGNAL HEAD BACKPLATES.
- REMOVE AND SALVAGE EXISTING 14'-0" TRAFFIC SIGNAL HEAD. FURNISH AND INSTALL NEW 3'-10" TRAFFIC SIGNAL HEAD AND MOUNTING BRACKET PER SPECIAL. PROVIDERS: REUSE EXISTING SIGNAL WIRE. FURNISH AND INSTALL HIGH VISIBILITY 2-HIGH YELLOW REFLECTIVE STRIP ON VEHICLE SIGNAL HEAD BACKPLATES.
- FURNISH AND INSTALL TH-1-T TRAFFIC SIGNAL MOUNTING BRACKET.
- FURNISH AND INSTALL BAG TRAFFIC SIGNAL MOUNTING BRACKET.
- REMOVE AND SALVAGE EXISTING PEDESTRIAN SIGNAL HEAD AND MOUNTING BRACKET. FURNISH AND INSTALL NEW CORRIDOR PEDESTRIAN SIGNAL HEAD AND MOUNTING BRACKET PER SPECIAL. PROVIDERS: REUSE EXISTING SIGNAL WIRE.
- FURNISH AND INSTALL SP-1-T PEDESTRIAN SIGNAL MOUNTING BRACKET.
- REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON. FURNISH AND INSTALL NEW OR APPROVED SIGNAL AT 5'-6" HEIGHT. REUSE EXISTING WIRES. PATCH HOLES IF EXISTING AND THAT IS BEING REPLACED IS WOUNDED JERKER.

100% CITY OF SOUTH EL MONTE

CITY OF SOUTH EL MONTE

HSP CYCLE 10 PROJECT

DURFEE AVENUE AND MICHAEL HUNT DRIVE

GRAPHIC SCALE IN FEET
0 10 20

1" = 20'

17 REMOVE AND SALVAGE EXISTING PEDESTRIAN SIGNAL HEAD AND MOUNTING BRACKET. FURNISH AND INSTALL NEW COUNDBOARD PEDESTRIAN SIGNAL HEAD AND MOUNTING BRACKET FOR SPECIAL PROVISIONS. REUSE EXISTING SIGNAL WIRING.

18 REMOVE AND SALVAGE EXISTING 3'-0" TRAFFIC SIGNAL HEAD. FURNISH AND INSTALL NEW 3'-0" TRAFFIC SIGNAL HEAD WITH HIGH VISIBILITY YELLOW 2-INCH REFLECTIVE HOOP HOUSING AND YIELD COATING BRACKET FOR SPECIAL PROVISIONS. REUSE EXISTING SIGNAL WIRING.

19 REMOVE AND SALVAGE EXISTING 3'-0" TRAFFIC SIGNAL HEAD. FURNISH AND INSTALL NEW 3'-0" TRAFFIC SIGNAL HEAD WITH HIGH VISIBILITY YELLOW 2-INCH REFLECTIVE HOOP HOUSING AND YIELD COATING BRACKET FOR SPECIAL PROVISIONS. REUSE EXISTING SIGNAL WIRING.

20 FURNISH AND INSTALL 7x11-1 TRAFFIC SIGNAL MOUNTING BRACKET.

21 FURNISH AND INSTALL WAS TRAFFIC SIGNAL MOUNTING BRACKET.

22 FURNISH AND INSTALL 50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET.

23 FURNISH AND INSTALL 50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET.

24 REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON. FURNISH AND INSTALL NEW PUSH BUTTON OR APPROVED EQUAL AT 2'-0" HEIGHT PER CALTRANS STANDARD. REUSE EXISTING WIRING. ANY HOLES REMAINING FROM EXISTING PFB SHALL BE PATCHED.

25 FURNISH AND INSTALL 50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET.

26 FURNISH AND INSTALL 50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET.

27 FURNISH AND 2" INSTALL WHITE LARGER VEHICLE AND 1" WHITE LINE (AS SHOWN PER LADOT STANDARD S-485.1).

28 EXISTING EXISTING EXISTING THERMOPLASTIC SHALL BE REWORKED.

29 FURNISH AND INSTALL NEW APS PUSH BUTTON OR APPROVED EQUAL ON EXISTING TRAFFIC SIGNAL POLE. MAKE HOLE FOR NEW PFB AT 2'-0" HEIGHT PER CALTRANS STANDARD. PATCH EXISTING HOLES TO NEW PFB TO PROVIDE PROTECTION.

30 REMOVE AND SALVAGE EXISTING CONTROLLER FROM EXISTING CONTROLLER CABINET. FURNISH AND INSTALL EXISTING CONTROLLER WITH NEW 11-11-1 VERSION OF LADOT-04 SOFTWARE OR APPROVED EQUAL IN EXISTING CONTROLLER CABINET.

SIGNAL PHASE DIAGRAM

PARTS LIST		
ITEM	DESCRIPTION	QTY
11	50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET	1
12	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
13	50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET	1
14	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
15	50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET	1
16	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
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28	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
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48	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
49	50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET	1
50	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
51	50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET	1
52	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
53	50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET	1
54	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
55	50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET	1
56	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
57	50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET	1
58	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1
59	50-1-1-1 TRAFFIC SIGNAL MOUNTING BRACKET	1
60	50-1-1-1 PEDESTRIAN SIGNAL MOUNTING BRACKET	1

SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

- **Quality is secured** through the careful surveillance of work activities by individuals who are not directly responsible for performing the initial efforts
- **Quality is verified** through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the Project's development

Our QC/QA program will include the review of project documents and supporting data by our task managers and key staff who will direct individual tasks. Our QC/QA program will include the following procedures:

- Project manager **Jean Fares, P.E.** will be responsible for being thoroughly familiar with the requirements and will be given the authority to direct the Project team and call upon our corporate resources, as required, to satisfy the Project's needs
- An internal "kick-off" meeting will be held with key individuals assigned to the task to clearly define the scope of services and establish the schedule
- Project meetings and decisions will be documented by a "paper trail." All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations
- Supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed. Also, telephone conversations and meetings that include or affect a Project decision will be documented
- Team network review will be undertaken. Team network quality control is the day-to-day peer review that is undertaken by the Project team. Documents, analyses, letters, etc. are reviewed by a team member other than the individual preparing the documents and analyses. Review of significant analyses and documents are provided by the task manager for each task. The individual doing the checking will sign and date the documents and prepare a record of the findings. The findings will be resolved by the originator of the document and checked again until corrected. Quality control review comments will be maintained in a quality assurance file. This network review will be enhanced by weekly or bimonthly full team meetings

Communication

Kimley-Horn's professionals are experienced in both small- and large-scale projects that demand close coordination among multiple stakeholders. Our experience has shown that there really is no such thing as "over-communication." Effective communication begins with listening to our client's needs and objectives for each project. We mitigate and avoid potential issues by regularly confirming a shared project understanding among the client's staff and our project teams. We often use the following communications protocol, which we have employed successfully on numerous projects:

- **Kick-off meeting** to establish the project team's understanding of the client's needs and objectives
- **Weekly meetings** between the design team (with client participation, as needed) to discuss progress, schedule, and design issues
- **Bi-weekly progress reports** summarizing, at a minimum, the following information:
 - » Milestones with anticipated and actual dates of completion
 - » Zoning and permits list with anticipated and actual dates of completion
- **Ongoing electronic communication** with our clients and involved subconsultants. Our firm is competent with several virtual communication platforms, including Microsoft Teams and Zoom, which we are regularly using to conduct meetings and presentations, in addition to in-person meetings for key project milestones

Schedule and Budget Control

Kimley-Horn understands the importance of meeting the City's schedule and is committed to completing this project on time. Our confidence in being able to meet the City's timeline is attributed to our stringent approach to schedule control. We understand that schedule control must begin with a clear understanding of the scope of work and budget as well as the subsequent preparation of a detailed schedule that includes milestone completion dates, critical path items, and risks for interim deliverables. We maintain a detailed, integrated Management Information System (MIS), designed primarily to focus on schedule control. MIS tracks both effort and performance by recording time spent and percent of projects completed. Twice monthly, MIS produces a Project Effort Report, which shows the actual effort expended by task. This internal control allows us to make any timely adjustments reasonably necessary to maintain project schedules.

Budget control is achieved through two independent processing systems integrated into the MIS, providing a complete financial and reporting overview of each individual task as well as the entire project. Our project managers receive detailed status reports twice a month but can also access the system and obtain real time information on an ongoing basis. This level of tracking controls task budgets, allowing us to keep our clients fully informed of all administrative aspects of each task at a moment's notice.

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Timely Execution

In completing our scope of work, we will focus on the timely execution of our duties and follow the project from conception through construction. We will accomplish this through effective communication and use of our available and experienced staff. Jean will continually inform City staff of work status on a weekly basis through phone conversations, email dialogue, formal project status reports, and regularly scheduled meetings. Our proposed staff were carefully selected for their experience and proven ability to work as a team. If additional staff is needed to meet an aggressive deadline or assist in solving a specialized technical issue, we can call upon the more than 7,500 personnel in our firm at any given time to provide any additional or contingency services in a timely manner.

Document Control

Kimley-Horn utilizes a redundant document control system in which both hard and electronic copies of project deliverables and significant project communications are filed and tracked by project number and key words. Our streamlined electronic filing system includes records of meetings and data shared; documentation of design decisions; and data collected and/or provided by others, allowing us to quickly locate project records and respond to your requests in a timely fashion.

Work Plan

Our scope of services has the following key tasks:

- Project Management
- Utility Coordination
- Preliminary Engineering
- PS&E
- Bidding and Construction Support
- Prepare Record Drawings (As-Built)
- Prepare Traffic Signal Timing Charts

Task 1: Project Management

This task will consist of project coordination with the team, administration, and set up and attendance at project meetings. Kimley-Horn's administration efforts will be: initial development and maintenance of project schedule, work plan, budget, and filing system and process monthly invoices/progress reports. We will create and maintain a detailed schedule, updating it as needed to manage the project, and as requested by the City.

Kimley-Horn will attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introduction, discuss scope of work, information needed from various City departments, overall schedule, and the implementation process. After the kick-off meeting, biweekly progress meetings will be scheduled as well as meetings to review the preliminary design, 60%, 90%, and 100% submittals with City staff. Any difficulties that may impede progress will be communicated, resolved, and expedited to ensure all deadlines are met on time.

Task 1 Deliverables:

- Attendance at up to six (6) project meetings
- Electronic copy of meeting agendas and meeting minutes
- Schedule updates at each submittal milestone (60%, 90%, 100%)

Task 2: Utility Coordination

Utility coordination will not be necessary as part of this project, as installation of pedestrian crossings, pavement markings, and updating signal timing does not involve utility facilities.

It is assumed the City and the City maintenance staff will provide information regarding conduit health and any existing spare wires for the installation of Accessible Pedestrian Signals (APS) as part of the LPI installation.

Task 3: Preliminary Engineering

Kimley-Horn will be working with Avant-Garde to prepare the Categorical Exception documents and coordinate with the City to receive approval. As this project is state funded as part of HSIP Cycle 11, local HSIPs must meet the requirements of the CEQA. Based upon our preparation of environmental documentation for similar projects and a review of the Project as presented in the RFP, Kimley-Horn anticipates

SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

that the Project will be categorically exempt under CEQA Guidelines Section 15301 – Existing Facilities. The Notice of Exemption (NOE) is a brief Project description and analysis/explanation as to why this exemption under CEQA Guidelines Section 15301 is appropriate and confirm that no exceptions or unusual circumstances exist. Kimley-Horn will file the NOE with the County Clerk.

Kimley-Horn understands the project will be completed within the public right-of-way. The project will not require any utility relocation or right-of-way acquisition or easements. Kimley-Horn will perform research and compile all available right-of-way maps, assessor parcel maps, and easement information within the Project limits. The right-of-way information will be shown on the plans. Any Temporary Construction Easements (TCEs) will be obtained by the City from adjacent property owners, and the consultant shall show them on the plans.

There are two intersections in the Project that will require extra coordination. Santa Anita Avenue and Fern Street/Elliott Avenue and Tyler Avenue at Klingerman Street is shared jurisdiction with the City of El Monte. Kimley-Horn will go through the necessary measures to coordinate with the jurisdictions involved to fulfill signal improvement and timing requirements at these intersections.

Kimley-Horn has previously worked with the City on 13 out of 21 intersections. The base maps for these 13 intersections have been completed already, and we are aware of the improvements that will occur through the Cycle 9 and 10 projects, which we will show as existing for the Cycle 11 project.

Kimley-Horn will coordinate with City maintenance staff to open up the traffic signal cabinets to document existing controllers and timing sheets.

Kimley-Horn will review base data documents, including as-built improvement plans, utility information, survey information, and other available record data.

Kimley-Horn will conduct field investigations at each of the intersections to document existing street and traffic signal equipment and assess existing conditions to identify any necessary upgrades. For the 13 intersections previously done, we will still conduct field investigations to take note of any changes since our previous field visit.

Kimley-Horn will prepare preliminary engineering plans for each intersection that show tentative traffic signal improvements. Plans will be completed in AutoCAD Version 2024 and will be presented with one intersection per plan sheet at scale 1"=20'.

The following intersections will be included in the plan set:

- | | |
|---|---|
| 1. Garvey Avenue and Lee Avenue | 12. Rush Street and Tyler Avenue |
| 2. Garvey Avenue and Chico Avenue | 13. Santa Anita Avenue and Fawcett Avenue/Merced Avenue |
| 3. Garvey Avenue and Potrero Avenue | 14. Santa Anita Avenue and Michael Hunt Drive/Vacco Street |
| 4. Santa Anita Avenue and Fern Street/Elliott Avenue | 15. Santa Anita Avenue and Tyler Avenue |
| 5. Santa Anita Avenue and Klingerman Street | 16. Tyler Avenue and Thienes Avenue |
| 6. Tyler Avenue and Klingerman Street | 17. Rush Street and Peck Road |
| 7. Rush Street and Chico Avenue | 18. Peck Road and Durfee Avenue (South of CA-60) |
| 8. Rush Street and Potrero Avenue | 19. Peck Road and Durfee Avenue & Michael Hunt Drive
(North of CA-60) |
| 9. Rush Street and Merced Avenue | 20. Durfee Avenue and Thienes Avenue |
| 10. Rush Street and Central Avenue | 21. Durfee Avenue and Rush Street/Peck Road |
| 11. Rush Street and Santa Anita Avenue | |

The traffic signal improvement plans for the intersections above will include signing and striping and other traffic signal upgrades necessary for the upgraded traffic signal operations, such as new traffic signal cabinets, controllers, battery back-up systems, poles, mast arms, luminaire arms, audible pedestrian push buttons, pedestrian heads, signal heads, continental crosswalks and limit lines.

A preliminary engineer's Opinion of Probable Construction Cost (OPCC) will be developed on Microsoft Excel based on the preliminary plans. A project contingency will be included in the engineer's opinion of probable costs to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage.

SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS

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Task 3 Deliverables:

- Preparation of CEQA Categorical Exemption
- Preliminary Engineering Plans (21 sheets) in PDF electronic format
- Preliminary OPCC in PDF electronic format

Task 4: Plans, Specifications, & Estimate (PS&E)

Task 4.1: 60% PS&E Package

Based on one set of non-conflicting comments on the Preliminary Plans, Kimley-Horn will advance the construction documents to a 60% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 60% submittal. The comment response matrix will have the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The engineer's OPCC will be updated based on the City's comments.

We anticipate the following plan sheet counts for the Project:

- Cover Sheet: one sheet
- Notes, Legends, and Construction Details: one sheet
- Traffic Signal Improvement Plans: 21 sheets
- Estimated Total sheets: 23 sheets

We do not anticipate the following sheets to be part of the design at any stage of the Project:

- Signing and Striping Plans
- Civil Improvements
- Communication Plans
- Street Lighting Plans

Task 4.1 Deliverables:

- One set of 60% plans in PDF electronic format
- 60% OPCC in PDF electronic format

Task 4.2: 90% PS&E Package

Based on one set of non-conflicting comments on the 60% plans, Kimley-Horn will advance the construction documents to a 90% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will have the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The engineer's OPCC will be updated based on the City's comments.

Task 4.2 Deliverables:

- One set of 90% plans in PDF electronic format
- Technical specifications in PDF electronic format
- 90% OPCC in PDF electronic format

Task 4.3: 100% PS&E Package

Based on one set of non-conflicting comments from the 90% PS&E comments, Kimley-Horn will advance the PS&E to the 100% level of design. It is expected that the comments will not result in a major change in design. Kimley-Horn will adjust the plans and technical specifications based on the City comments accordingly. Kimley-Horn will prepare a comment response matrix to be submitted with the Final submittal. The comment response matrix will have the original comments, Kimley-Horn responses to the comments, and final resolution. A licensed professional engineer will conduct a peer review and QC/QA of the design plans, OPCC, and technical specifications. A licensed professional engineer will stamp and sign all plan sheets for this submittal.

SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

Task 4.3 Deliverables:

- One set of 24"x36" hardcopy 100% plans with wet signed mylars and in .dwg format
- One set of hardcopy technical specifications, electronic PDF, and electronic MS Word format
- 100% OPCC in electronic PDF and Excel format

Task 4.4: Caltrans LAPM Forms for PSE Certification and E-76 Construction Authorization

As this is a HSIP Cycle 11 state-funded project, Caltrans LAPM forms for PSE Certification and E-76 Construction Authorization is not required.

Kimley-Horn will be working with Avant-Garde to prepare and submit right-of-way self-certification forms as well as prepare and submit construction allocation request and other documents for Caltrans.

Avant-Garde understands federal and state requirements, funding administration, and the complex diversity of Southern California. They are uniquely qualified to perform extensive research to identify and secure grants as an on-call consultant, deliver a variety of grants, deliver reports and documents for projects from inception to conclusion, and administer federal, state, and regional required submittals and reporting.

Task 4.4 Deliverables:

- Right-of-Way self-certification package
- Construction allocation package

Task 5: Bidding and Construction Support

This task consists of coordination and support during the bidding phase of the project. Kimley-Horn will attend the pre-bid meeting and assist City staff and/or potential contractors in answering pre-bid questions, and interpretations of the plans and specifications. Kimley-Horn will log those questions and provide responses to requests for information (RFI) during the bidding phase and prepare project addenda.

Kimley-Horn will also assist with coordination and support during the construction stages of the project. Kimley-Horn will attend the preconstruction meeting and address items for the construction management team to be aware of. Kimley-Horn will be involved during construction stages by responding to RFIs, reviewing and responding to all submittals, and reviewing any proposed changes by the contractor during construction. We will attend up to 5 construction progress meeting or field meeting.

Task 5 Deliverables:

- Prepare up to one project addenda
- Response to pre-bid questions
- Response to RFI and questions during bidding phase
- Response to RFI's and Submittal Reviews
- Attendance of up to 5 meetings
 - Pre-construction
 - Job Walk
 - Job-Site

Task 6: Prepare Record Drawings (As-Builts)

Kimley-Horn will prepare record drawing as-builts within 20 days after construction has been completed. Any comments and changes during construction as red-lined and noted by the contractor will be documented and annotated. Record drawings will be prepared in AutoCAD, and PDF electronic files shall be sent to the City.

Task 6 Deliverable:

- Record drawings in PDF electronic format

Task 7: Prepare Traffic Signal Timing Charts

Kimley-Horn will prepare updated traffic signal timing sheets for the following intersections:

- | | |
|--|--|
| 1. Garvey Avenue & Lee Avenue | 12. Rush Street & Tyler Avenue |
| 2. Garvey Avenue & Chico Avenue | 13. Santa Anita Avenue & Fawcett Avenue/Merced Avenue |
| 3. Garvey Avenue & Potrero Avenue | 14. Santa Anita Avenue & Michael Hunt Drive/Vacco Street |
| 4. Santa Anita Avenue & Fern Street/Elliott Avenue | 15. Santa Anita Avenue & Tyler Avenue |
| 5. Santa Anita Avenue & Klingerman Street | 16. Tyler Avenue & Thienes Avenue |
| 6. Tyler Avenue & Klingerman Street | 17. Rush Street & Peck Road |
| 7. Rush Street & Chico Avenue | 18. Peck Road & Durfee Avenue (South of CA-60) |
| 8. Rush Street & Potrero Avenue | 19. Peck Road & Durfee Avenue & Michael Hunt Drive
(North of CA-60) |
| 9. Rush Street & Merced Avenue | 20. Durfee Avenue & Thienes Avenue |
| 10. Rush Street & Central Avenue | 21. Durfee Avenue & Rush Street/Peck Road |
| 11. Rush Street & Santa Anita Avenue | |

It is assumed that each intersection will have an existing timing sheet for Kimley-Horn's reference.

Per Caltrans guidelines, the implementation of LPI is not suggested at intersections that have protected-permissive left turn movements. Kimley-Horn will evaluate existing conditions and assist the City with making a decision for intersections with protected-permissive left turn movements.

The updated timing sheets will have: proposed signal timing parameters such as minimum bicycle greens, all-red times, walk times, flashing don't walk times, and yellow times. For each intersection, recommended phase timing parameters will be calculated by referencing the latest version of the CA MUTCD and recent aerial imagery measurements. For the intersections with new protected left turn phases, the phase diagrams on the updated traffic signal timing sheets will be updated to reflect the new phasing. The format of the updated timing sheets will be consistent with the proposed traffic signal controller software type.

Task 7 Deliverable:

- Up to 21 updated traffic signal timing sheets in electronic Excel and PDF electronic format

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SECTION 2: SCHEDULE

Our draft project schedule, highlighting project tasks, durations, start and completion dates, and time allocations for City review, is provided below. This schedule assumes a Notice to Proceed (NTP) of June 3, 2024 and a final PS&E completion date within three months of the City's NTP as requested in the RFP. It is our intent to review this schedule with the City at the start of the project and make any desired adjustments and track the project work as a progress schedule by providing regular updates.

	Months from Notice to Proceed											
	1			2			3			Construction Duration		
Task 1 - Project Management	◆		◆		◆		◆		◆			
Task 2 - Utility Research and Notification												
Task 3 - Preliminary Engineering												
Task 4 - Plans, Specifications, & Estimate												
Task 4.1: 65% Plans												
Task 4.2: 95% Plans												
Task 4.3: 100% Plans												
Task 5 - Bidding and Construction Support												
Task 6 - Prepare Record Drawings (As-Built)												
Task 7 - Prepare Traffic Signal Timing Charts												

◆ Project Meeting ■ Kimley Horn Effort ■ City Review Period

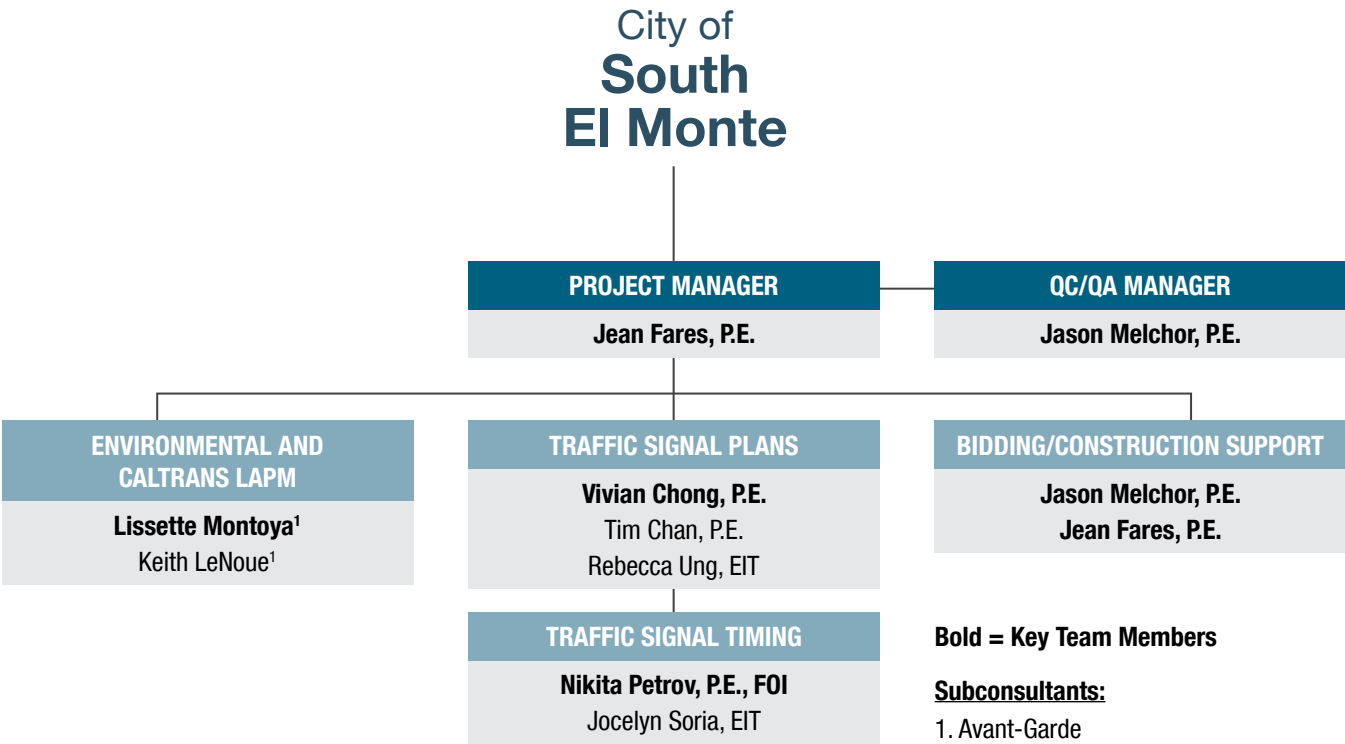
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SECTION 3: PROJECT TEAM, KEY PERSONNEL, AND RESUMES

Organizational Chart

Kimley-Horn's team is unsurpassed in local knowledge and relevant experience and has been structured to be a partner to the City. **Jean Fares, P.E.**, a successful Kimley-Horn project manager with over three decades of experience in traffic signal design and signal timing projects, will manage our team. He will serve as the City's point of contact and will maintain a close working relationship with City staff throughout the Project's duration. Jean and his team of well-qualified individuals, including **Avant-Garde**, have a thorough knowledge of traffic engineering processes and extensive experience coordinating communications between various stakeholder groups and client staff throughout plan development.

We have provided resumes for our team's key personnel on the following pages. These resumes outline their proposed roles, education, credentials, training, and related experience. They also contain information regarding their individual licenses.



Resumes of Key Staff



JEAN FARES, P.E.

Project Manager; Bidding/Construction Support

Jean has 35 years of experience with the planning and design of traffic and transportation projects throughout California and the western U.S. As a registered Professional Engineer in California, he has provided traffic signal timing at over 2,500 locations, traffic signal design at over 2,000 locations, and signal system design at over 1,500 locations, and has wide-ranging experience with traffic operations, signing and marking plans preparation, Transportation Management Plans (TMPs), and traffic control plans. Jean also has extensive experience in applying traffic engineering, ITS technologies, and communications infrastructure design to leading design-build transportation and transit projects.

Professional Credentials and Affiliations

- Bachelor of Science, California State Polytechnic University, Pomona
- Professional Engineer in California #2097
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, HSIP, South El Monte, CA** – Project Manager
- **City of South El Monte, Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd HSIP Cycle 10 Project, South El Monte, CA** – Project Manager
- **City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA** – Project Manager
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, HSIP, Monterey Park, CA** – Project Manager
- **City of Palm Springs, Traffic Signal Improvements, HSIP, Palm Springs, CA** – Project Manager
- **City of Culver City, Signal Upgrade and Left Turn Phasing, HSIP, Culver City, CA** – Project Manager
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, HSIP, San Bernardino, CA** – Project Manager
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, HSIP, West Hollywood, CA** – Project Manager
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, HSIP, Downey, CA** – Project Manager
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement, HSIP, Santa Clarita, CA** – Deputy Project Manager
- **City of Santa Monica, Transit Priority System Phase 2 and ATMS, Phase 3, Santa Monica, CA** – Project Manager
- **CVAG, Traffic Signal Synchronization Project (TSSP), Coachella Valley, CA** – Project Manager
- **City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes, HSIP, Thousand Oaks, CA** – Project Manager
- **County of Los Angeles, Woodruff Avenue TSSP, Los Angeles County, CA** – Project Manager
- **City of Glendale, Smart Corridor—San Fernando Road, Glendale, CA** – Project Manager
- **City of Santa Clarita, San Fernando Road Improvements, Santa Clarita, CA** – Project Manager
- **City of Downey, Imperial Highway Traffic Signal Fiber-Optic Communication System and Upgrades Project, Downey, CA** – Project Manager
- **County of Los Angeles, On-Call Traffic Design Services, Los Angeles County, CA** – Project Manager

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JASON MELCHOR, P.E.

QC/QA Manager; Bidding/Construction Support

Jason has over 25 years of experience in the management, design, and review of traffic engineering projects in California and has worked with clients in Los Angeles, Orange, Riverside, San Bernardino, Santa Barbara, and San Diego counties. His traffic engineering experience includes traffic signal design, signing and striping, traffic control, street lighting, signal interconnect and ITS design plans, and he has served as a key staff member on many transportation studies, safety studies, traffic and civil engineering design, and active transportation projects.

Professional Credentials and Affiliations

- Bachelor of Science, Civil Engineering, University of California, Irvine
- Professional Engineer in California #65218
- Institute of Transportation Engineers (ITE), Member
- Orange County Traffic Engineering Council (OCTEC), Member

Relevant Experience

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA**
– Task Lead, Traffic Signal Plans
- **City of South El Monte, Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd HSIP Cycle 10 Project, South El Monte, CA** – Project Engineer
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA** – Project Engineer
- **City of Palm Springs, Traffic Signal Improvements, Palm Springs, CA** – Project Engineer
- **City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA** – QC/QA Reviewer
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP), San Bernardino, CA** – Project Engineer
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA**
– Project Engineer
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, Downey, CA**
– Project Engineer
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement, Santa Clarita, CA** – Project Engineer
- **City of Orange, Traffic Engineering Services, South Glassell Street at Palmyra Avenue, New Traffic Signal Project (HSIP), Orange, CA** – Project Manager
- **City of Santa Monica, Transit Priority System Phase 2 and ATMS, Phase 3, Santa Monica, CA** – Project Engineer
- **City of Goleta, Citywide Traffic Signal Upgrade Project (HSIP), Goleta, CA** – Project Manager
- **City of Buena Park, Auto Center Drive Traffic Signal and Median Design, Buena Park, CA** – Project Manager
- **City of Anaheim, Protected Left Turn Signal at Four Intersections (HSIP), Anaheim, CA** – Project Manager
- **City of Anaheim, Anaheim Boulevard at Santa Ana Street Traffic Signal Modification, Anaheim, CA** – Project Manager
- **City of Orange, Traffic Engineering Services, Glassell Street, Orange, CA** – Project Manager
- **City of Orange, Glassell Avenue Left Turn Lanes at Meats and Collins Avenue (HSIP), Orange, CA** – Project Manager
- **City of Fountain Valley, Euclid Street Traffic Signal Design, Fountain Valley, CA** – Project Engineer
- **City of Irvine, Design for Kazan/Walnut Traffic Signal Improvements, Irvine, CA** – Project Engineer
- **City of Newport Beach, East Coast Highway Signal Rehabilitation (10 intersections), Newport Beach, CA** – Project Manager
- **OCTA, Traffic Signal Synchronization Master Plan 2020 Update, Orange County, CA** – Project Engineer



VIVIAN CHONG, P.E.

Traffic Signal Plans

Vivian has worked on ITS projects related to traffic signal modifications, fiberoptic design, traffic impact analyses, and traffic signal synchronization programs throughout her career at Kimley-Horn. She has experience with intensive and detailed field work to document existing conditions on site. She also coordinates with utility companies across multiple jurisdictions to collect information regarding existing underground utilities.

Professional Credentials and Affiliations

- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Professional Engineer in California #95833

Relevant Experience

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, HSIP Cycle 9 Improvements, South El Monte, CA** – Analyst
- **City of South El Monte, Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd HSIP Cycle 10 Project, South El Monte, CA** – Analyst
- **City of Maywood, Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 11 Improvements, Maywood, CA** – Analyst
- **City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA** – Analyst
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, HSIP Cycle 9 Improvements, Monterey Park, CA** – Analyst
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA** – Analyst
- **City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, HSIP Cycle 10, South El Monte, CA** – Analyst
- **City of Manhattan Beach, Manhattan Beach Advanced Traffic Signal, Manhattan Beach, CA** – Analyst
- **City of Inglewood, ITS Gap Closure Part II, Inglewood, CA** – Analyst
- **County of Los Angeles, Eastern Avenue TSSP, Los Angeles, CA** – Analyst
- **County of Los Angeles, Rosecrans Avenue TSSP, Los Angeles, CA** – Analyst
- **County of Los Angeles, Woodruff Avenue TSSP, Los Angeles, CA** – Analyst
- **City of Santa Clarita, Copper Hill Drive Traffic Signal and Interconnect, Santa Clarita, CA** – Analyst
- **City of Palm Springs, Citywide Engineering and Traffic Survey, Palm Springs, CA** – Analyst
- **City of Palm Desert, Traffic Operations and Capacity Improvements Project, Palm Desert, CA** – Analyst
- **City of Culver City, MOVE Culver City 2023, Culver City, CA** – Analyst
- **County of Ventura, Las Posas Rd and 5th St Intersection Improvements, Ventura, CA** – Analyst
- **City of Santa Clarita, Newhall Bike Boulevard, Santa Clarita, CA** – Analyst
- **City of Thousand Oaks, Thousand Oaks Boulevard Pedestrian Crossing, Thousand Oaks, CA** – Analyst

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NIKITA PETROV, P.E., FOI

Traffic Signal Timing

Nikita is a professional engineer with over 16 years of experience working on variety of transportation projects. His experience includes ITS design, traffic signal design and modification, roadway design, signing and striping design, complete streets design, street lighting design, fiber and copper communication design, staff extension, environmental procurement, traffic analysis and studies, traffic signal timing, speed surveys, and many more. His work on traffic signal design and modification includes over 200 traffic signals throughout Northern California. His experience in traffic signal timing includes over 2000 signals throughout Bay Area and surrounding counties. Nikita is an experienced project manager with proven record of delivering quality services which has resulted in great working relationship with clients and continuous repeat work.

Professional Credentials and Affiliations

- Bachelor of Science, Civil Engineering, University of California, Los Angeles
- Professional Engineer in California #80570
- ETA Fiber Optic Installer, #FOI233142

Relevant Experience

- **City of Inglewood, PS&E for IBEC Mitigation Measure, Inglewood, CA** – Project Engineer
- **MTC, Program for Arterial System Synchronization (PASS) 2010-2020/21, Bay Area, CA** – Project Engineer
- **City of Sunnyvale, 2017-18, 2018-19, 2019-20, and 2020-21 TFCA Signal Coordination Projects** – Project Manager
- **City of Tracy, Corral Hollow Road and 11th Street Corridor Improvements and Adaptive Signal Timing, Tracy, CA** – Project Manager
- **City of Fremont, Paseo Padre Parkway and Northern Fremont Arterial Management Signal Timing Projects (TFCA), Fremont, CA** – Project Engineer
- **City of Fremont, Auto Mall Parkway and South Fremont Arterial Management Signal Timing Projects (TFCA), Fremont, CA** – Project Engineer
- **City of San José, 2019-20 TFCA Downtown Signal Re-Timing Project, San José, CA** – Project Engineer
- **City of Santa Cruz, Soquel Avenue Signal Coordination Plan Updates, Santa Cruz, CA** – Project Engineer
- **City of Sunnyvale, HSIP Cycle 8 and Cycle 9 Advanced Dilemma Zone Detection, Sunnyvale, CA** – Project Engineer
- **County of Santa Clara, Capitol Expressway ITS Infrastructure and Sidewalk Project, Santa Clara County, CA** – Project Engineer
- **City of Santa Cruz, Laurel and Front Traffic Signal Timing and Coordination Project, Santa Cruz, CA** – Project Engineer
- **City of Sunnyvale, Fair Oaks Avenue/Wolfe Road Traffic Signal Timing Project, Sunnyvale, CA** – Project Engineer
- **City of Sunnyvale, Sunnyvale-Saratoga Road Signal Coordination Project, Sunnyvale, CA** – Project Engineer
- **City of Sunnyvale, Homestead Road Signal Timing Study (7 signals), Sunnyvale, CA** – Project Engineer
- **County of Santa Cruz, Soquel Drive Bike Lanes and Adaptive Traffic Signal Improvements (24 signals), Santa Cruz County, CA** – Project Engineer
- **City of Union City, HSIP Cycle 7 Traffic Signal Improvements, Union City, CA** – Project Manager
- **City of Pleasant Hill, Gregory Road and Elinora Road Intersection Modification Project, Pleasant Hill, CA** – Project Manager
- **City of Union City, HSIP Union City Traffic Signal Modification Project, Union City, CA** – Project Manager
- **City of Dublin, Dublin Boulevard Field Elements Construction Project, Dublin, CA** – Project Manager
- **City of Dublin, NEXTGEN Dublin Field Elements Project, Dublin, CA** – Project Manager
- **City of Concord, Clayton Road Operation Improvements Phase I and II, Concord, CA** – Project Manager



TIM CHAN, P.E.

Traffic Signal Plans

Tim has 11 years of experience in transportation planning and traffic engineering. He has worked with public and private sector clients on a variety of traffic impact studies, transportation analyses, and parking evaluations throughout the Southern California region. His traffic engineering experience includes traffic signal, signing and striping, traffic handling, and streetlight plans. He has utilized a wide range of transportation-related software packages and is knowledgeable of planning and design standards for local and state agencies.

Professional Credentials and Affiliations

- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- Professional Engineer in California #85687

Relevant Experience

- **City of Eastvale, Traffic Signal Dilemma Zone Detection and Mitigation HSIP Cycle 10 Project, Eastvale, CA** – Project Manager
- **City of Anaheim, Protected Left-Turn Signal Improvement Project (HSIP Project), Anaheim, CA** – Project Manager
- **City of Anaheim, Euclid Avenue Public Works Improvements, Anaheim, CA** – Project Engineer
- **City of Anaheim, Traffic Signal Designs for Gene Autry Way Improvements, Anaheim, CA** – Project Engineer
- **City of Jurupa Valley, Limonite Avenue Traffic Signal Modification, Jurupa Valley, CA** – Project Engineer
- **City of Jurupa Valley, Pedley Road and Jurupa Road Intersection Analysis, Jurupa Valley, CA** – Project Engineer
- **City of El Monte, Ramona Boulevard at Valley Boulevard Intersection Improvement Project, El Monte, CA** – Project Engineer
- **City of Irvine, Barranca Parkway Regional Traffic Signal Synchronization Program, Irvine, CA** – Project Engineer
- **City of Buena Park, Auto Center Drive Traffic Signal and Median Design, Buena Park, CA** – Project Engineer
- **City of Rancho Mirage, Design of Traffic Signal Interconnect Improvements (HSIP Project), Rancho Mirage, CA** – Project Engineer
- **City of Newport Beach, East Coast Highway Signal Rehabilitation Project, Newport Beach, CA** – Project Engineer
- **ACE, Fullerton Road Grade Separation, Industry, CA** – Project Engineer
- **City of Buena Park, Auto Center Drive** – Auto Center Drive Traffic Signal and Median Design, Buena Park, CA –Project Engineer
- **City of Santa Ana, Warner Avenue Street Improvements, Santa Ana, CA** – Project Engineer
- **City of Santa Ana, South Main Street Sewer Improvements, Santa Ana, CA** – Project Engineer
- **City of Culver City, Signal Upgrade and Left-Turn Phasing (HSIP Project), Culver City, CA** – Project Engineer
- **County of Los Angeles, Woodruff Avenue Traffic Signal Synchronization Project (TSSP), Los Angeles County, CA** – Project Engineer
- **City of Inglewood, Stadium ITS Improvements, Inglewood, CA** – Project Engineer

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REBECCA UNG, EIT

Traffic Signal Plans

Rebecca is a transportation analyst that has experience in signing and striping design, traffic signal design, traffic mitigation efforts, traffic studies, and traffic operations. She has worked on HSIP projects, design specifications, opinions of probable costs, utility plans, data collection and field review, and encroachment permit applications for multiple local jurisdictions. She has experience in AutoCAD, Microsoft Excel, and Synchro.

Professional Credentials and Affiliations

- Bachelor of Science, Civil Engineering with a specialization in Transportation Systems Engineering, University of California, Irvine
- Engineer in Training in California #176402

Relevant Experience

- **City of Maywood, Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 11 Project, Maywood, CA** – Analyst
- **City of South El Monte, Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project, South El Monte, CA** – Analyst
- **City of West Covina Preliminary Engineering Services (PE) Phase Services, HSIP Cycle 10 Improvements, West Covina, CA** – Analyst
- **County of Ventura, Ventura Systemic Signal Improvements, County of Ventura, CA** – Analyst
- **City of Inglewood, IBEC Mitigation Measures, Inglewood, CA** – Analyst
- **City of Inglewood, ITS Gap Closure Improvement Project Part Two, Inglewood, CA** – Analyst
- **City of Culver City, Overland Avenue Bicycle Improvements, Culver City, CA** – Analyst
- **City of Culver City, Culver City Fiber Improvements, Culver City, CA** – Analyst
- **City of Culver City, MOVE Culver City 2023, Culver City, CA** – Analyst
- **City of Santa Clarita, Golden Valley Road Signing and Striping, Santa Clarita, CA** – Analyst
- **City of Santa Clarita, Newhall Area Bike Facilities, Santa Clarita, CA** – Analyst
- **City of Santa Clarita, Whites Canyon Road Signing and Striping, Santa Clarita, CA** – Analyst
- **Crown Castle, LAX TOR Fiber Traffic Control Plans, County of LA, CA** – Analyst



JOCELYN SORIA, EIT

Traffic Signal Timing

Professional Credentials and Affiliations

- Bachelor of Science, Civil Engineering, University of Southern California

Jocelyn is a civil analyst with experience in transportation engineering studies and design.

Jocelyn has supported projects with tasks including traffic signal modification design plans, costs estimates, PS&E, and ArcGIS collision data analysis. Her skills include AutoCAD Civil 3D, ArcGIS, Microsoft Office, and BlueBeam Revu.

Relevant Experience

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, HSIP, South El Monte, CA** – Analyst
- **City of South El Monte, Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd HSIP Cycle 10 Project, South El Monte, CA** – Analyst
- **City of South El Monte, Planning and Engineering Services for the Preparation of LRSP, South El Monte, CA** – Analyst
- **City of Palm Desert, Traffic Operations and Capacity Improvements Project, Palm Desert, CA** – Analyst
- **City of Inglewood, ITS Gap Closure Part II, Inglewood, CA** – Analyst
- **County of Ventura, Engineering & Design Services for Systemic Countywide Signalized Intersection, Ventura County, CA** – Analyst
- **City of Thousand Oaks, Thousand Oaks Boulevard Pedestrian Crossing, Thousand Oaks, CA** – Analyst
- **City of Santa Clarita, Newhall Bike Boulevard, Santa Clarita, CA** – Analyst
- **City of West Covina Preliminary Engineering Services (PE) Phase Services, HSIP Cycle 10 Improvements, West Covina, CA** – Analyst

SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))



LISSETTE MONTOYA

Environmental and Caltrans LAPM

Lissette has more than 20 years of comprehensive expertise in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting City governments and contract administration. Lissette is the Vice-President and CFO of Avant-Garde. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City. Lissette directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. She has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses. Under her direction, our team has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over \$483.1 million in funding for government agencies.

Professional Credentials and Affiliations

- Master of Arts, Business Administration, California State Polytechnic University, Pomona
- Bachelor of Science, Business Management, California State Polytechnic University, Pomona

Relevant Experience

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA** – Funding Manager
- **City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, HSIP Cycle 10, South El Monte, CA** – Funding Manager
- **City of Bell Gardens, HSIP Cycle 8, Bell Gardens, CA** – Funding Manager
- **City of Commerce, HSIP Cycle 7, Commerce, CA** – Funding Manager
- **City of Lynwood, HSIP Cycle 5, Lynwood, CA** – Funding Manager
- **City of Manhattan Beach, HSIP Cycle 5, Manhattan Beach, CA** – Funding Manager
- **City of Monterey Park, HSIP Cycle 9, Monterey Park, CA** – Funding Manager
- **City of Industry, SR-57/60 Confluence, Industry, CA** – Project/Funding Manager
- **City of Industry, Local Highway Bridge Program, Industry, CA** – Project/Funding Manager
- **City of Industry, Lemon Ave Interchange, Industry, CA** – Project/Funding Manager
- **City of La Mirada, Alondra/Valley View Improvements, La Mirada, CA** – Project/Funding Manager
- **City of Temple City, Rosemead Blvd Beautification & Enhancements, Temple City, CA** – Funding Manager
- **Caltrans Local Assistance Process for various projects and various agencies including:**
Alhambra, Bell Gardens, Carson, Culver City, Commerce, El Monte, La Canada Flintridge, Lynwood, Manhattan Beach, Montebello, Monterey Park, Norwalk, Rosemead, South El Monte, Temple City, Ventura, and West Covina.

SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))



KEITH LENOUE

Environmental and Caltrans LAPM

Keith has over three years of experience in administrative and municipal program services and contract administration. As a Program Coordinator, Keith's main responsibilities include fund administration, grant research and writing, community outreach support, and program management services. He has worked in conjunction with the project managers of the company and served as a liaison to provide support on various projects.

Keith assists clients by identifying federal and state fund allocation balances, assisting in determining eligible projects, and providing advisement of program requirements. He is experienced in issues impacting City governments and has developing expertise in contract administration. His responsibilities have included interfacing with Federal, State and Local Agencies to define, develop, and manage project scopes, schedules, cooperative agreements and overall project management to ensure projects are delivered on time and on schedule. Keith has experience in preparing documents in accordance with the Local Assistance Procedures Manual for federally funded projects. He assists with processing documentation for projects to obtain Caltrans authorizations and reimbursement requests.

Professional Credentials and Affiliations

- Master of Arts, Business Administration, Azusa Pacific University
- Bachelor of Arts, Business Management, Azusa Pacific University

Relevant Experience

- **City of South El Monte, HSIP Cycle 9, South El Monte, CA** – Funding Coordinator
- **City of El Monte, Santa Anita Ave Active Transportation CIP, El Monte, CA** – Funding Coordinator
- **City of Bell Gardens, HSIP Cycle 8 Left Turning Phasing, Bell Gardens, CA** – Funding Coordinator
- **City of Commerce, HSIP Cycle 8 Improvements, Commerce, CA** – Funding Coordinator
- **City of Lynwood, Atlantic and Imperial Highway HSIP Cycle 9, Lynwood, CA** – Funding Coordinator
- **City of Manhattan Beach, Citywide Intersection Improvements HSIP Cycle 5, Manhattan Beach, CA** – Funding Coordinator
- **City of Monterey Park, HSIP Cycle 9, Monterey Park, CA** – Funding Coordinator
- **City of La Mirada, Imperial/Valley View/Wicker Improvements, La Mirada, CA** – Funding Coordinator
- **City of Industry, Nelson Avenue Bridge Replacement, Industry, CA** – Funding Coordinator
- **City of Montebello, Montebello Way Traffic Signal Improvement, Montebello, CA** – Funding Coordinator
- **City of Rosemead, Mission & Ivar Improvements, Rosemead, CA** – Funding Coordinator
- **City of Norwalk, Studebaker and Rosecrans to Cecilia HSIP Cycle 7 and 8 Norwalk, CA** – Funding Coordinator
- **Caltrans Local Assistance Process for various projects and various agencies including:**
Alhambra, Bell Gardens, Carson, Culver City, Commerce, El Monte, La Canada Flintridge, Lynwood, Manhattan Beach, Montebello, Monterey Park, Norwalk, Rosemead, South El Monte, Temple City, Ventura, and West Covina

SECTION 4: COMPANY QUALIFICATIONS

Firm Overview

Founded in 1967, Kimley-Horn is a corporation specializing in a full-service engineering, planning, and environmental consulting and providing comprehensive and innovative transportation planning, civil and traffic engineering, and environmental services to public and private sector clients nationwide. Since our founding 57 years ago, Kimley-Horn has grown from a small group of traffic engineers to a firm of more than 7,500 employees in 128 offices nationwide, including 11 in California. Our California offices have more than 760 engineers, planners, analysts, and administrative staff.

As a recognized nationwide leader in engineering consulting services, Kimley-Horn's professionals understand that each project brings unique challenges and conditions and develop solutions unique to each community we serve. We have an extensive history of completing projects successfully, on time, and within budget. Combining national experience with a local sensibility, Kimley-Horn's professionals provide comprehensive solutions to the planning, analysis, and design of public and private spaces. We work extensively with our internal partners, agency staff, and clients to create the appropriate technical approach for the specific task order and provide a clear and concise scope of work.

Kimley-Horn's continued growth and stability is the direct result of our firm's commitment to integrity and dedication to providing quality services. In 2023, *Engineering News-Record* ranked Kimley-Horn 9th out of the top 500 U.S. design firms. Our clients receive the local knowledge and responsiveness of a small organization, backed by the depth of resources of a national firm.



Firm Capabilities

The Project is right up Kimley-Horn's alley. Not only are we very familiar with the elements involved with the Project, but we also have a wealth of experience coordinating with Caltrans, who has provided HSIP funding.



Signal Timing Analysis and Signal System Design

Signal system design and implementation is a cornerstone of Kimley-Horn's professional practice. For the past five decades, we have developed and implemented signal synchronization timing, developed signal system plans, and built dozens of systems for numerous agencies. From isolated signals to intersection design to Intelligent Transportation Systems (ITS), our experienced staff keeps traffic flowing across California and the country. Kimley-Horn systems are based on open architecture concepts, and each is designed to meet the singular needs of our clients.

Collectively, our team members have completed traffic signal timing and synchronization for over 2,000 traffic and interconnect signals as well as traffic signal design for more than 5,000 signals, 550 Closed-Circuit Television (CCTV) design, 30 Changeable Message Signs (CMS) design, and over 2,000 miles of interconnect design plans and integration. We have been responsible for virtually every aspect of traffic systems, including signal timing and coordination; Plans, Specifications, and Estimate (PS&E) packages; conceptual designs; operational feasibility; communication architecture; system design; software development; and deployment and implementation plans. In addition to comprehensive master planning for traffic signalization, our engineers have designed numerous plans to standardize traffic control systems and provide comprehensive systems communications and control.



Caltrans Experience

The City has received funding grants through the Caltrans Call for Projects for the Federal HSIP Cycle 11. Kimley-Horn has completed numerous HSIP projects ranging from signal intersections to multiple-intersection corridors. We understand that being familiar with the coordination and approval process is the key to timely completion of these projects.



Bidding and Construction Support

Kimley-Horn routinely serves clients during construction phases of their projects, providing bidding and construction support services to make sure our clients' projects are successful from beginning to end. We can assist in preparing and distributing bid documents for the City, review contractor bids, and prepare bid tabulation and contractor recommendations. Although our aim is to prepare a plan set that can stand by itself, we will respond to contractor requests for information and clarification in a timely manner. Our years of experience with construction contract administration has made our designs more cost-effective and practical and gives us a unique ability to problem-solve in the field during construction.

Subconsultant



Grants
Compliance
Funding Management
Community Outreach

Our subconsultant, **Avant-Garde**, has successfully provided grant writing and administration services for over 18 years. Their team has consistently grown over the years, with about 20 members all aimed to assist agencies based out of their Diamond Bar, California headquarters. Their understanding of federal and state requirements, funding administration, and the complex diversity of Southern California makes Avant-Garde uniquely qualified to deliver reports and documents to see projects through from inception to conclusion or termination and to administer required federal, state, and regional submittals and reporting. Avant-Garde has built a strong reputation for providing innovative and successful solutions for many public agencies, including the Cities of Monterey Park, El Monte, South El Monte, Montebello, Industry, Norwalk, West Covina, Hermosa Beach, Rancho Palos Verdes, Huntington Beach, Placentia, Brea, La Mirada, and Covina as well as the Los Angeles Department of Water and Power (LADWP), Los Angeles DOT, and LA Metro. Avant-Garde has also recently began providing services to the Cities of Ventura and Ojai as well as the Ventura County Transportation Commission.

For the Project, Avant-Garde compiled highly qualified and experienced personnel for the Kimley-Horn team. Firm principal Lissette Montoya will lead Avant-Garde personnel in successful administration of program and document development. She will be supported by senior program coordinator Keith LeNoue.

Project Experience

Kimley-Horn has a history of performing similar signalized intersection work for public agencies throughout Southern California. Below is a matrix summarizing our team’s extensive experience. Following this table, we have highlighted key projects to showcase our successful track record.

Projects	Project Management	Background Research	Field Check/Data Collection	Utility Coordination	Environmental Analysis	Right-of-Way	Traffic Signal Design (PS&E)	Signal Timing	Contractor Coordination	Local Assistance Procedures Manual (LAPM)	Bidding	Construction Support
City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, South El Monte, CA [HSIP]	●	●	●		●	●	●		●	●	●	●
City of Maywood, HSIP Cycle 11 Traffic Signal Improvements at Various Locations, Maywood, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of Palm Springs, Traffic Signal Improvements, Palm Springs, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA [HSIP]	●	●	●	●	●	●	●		●	●	●	●
City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, San Bernardino, CA [HSIP]	●	●	●	●	●	●	●			●		
City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, Downey, CA [HSIP]	●	●	●	●	●	●	●		●	●	●	●
City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement, Santa Clarita, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
County of Ventura, Systemic Countywide Signalized Intersection Improvements, HSIP Cycle 10, Ventura County, CA [HSIP]	●	●	●	●	●	●	●		●	●	●	●
Caltrans, On-Call Electrical Engineering Services, Various locations, CA	●	●	●	●			●					
City of Orange, Traffic Engineering Services, South Glassell Street at Palmyra Avenue, New Traffic Signal Project, Orange, CA [HSIP]	●	●	●	●			●		●		●	●
City of Moreno Valley, Road Safety Audit (RSA)/Roadway Safety Signing Audit (RSSA), Moreno Valley, CA					●	●						
City of Santa Monica, Transit Priority System, Phase 2 and Advanced Traffic Management System (ATMS), Phase 3, Santa Monica, CA	●	●	●	●			●		●		●	●
City of Norwalk, Final Design Services for Traffic Signal Improvements Along Studebaker Road, Norwalk, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of Norwalk, Design Services Traffic Signal Improvements Along Alondra Boulevard, Norwalk, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
Coachella Valley Association of Governments (CVAG), Traffic Signal Synchronization Project (TSSP), Coachella Valley, CA	●					●		●		●	●	●
City of Rancho Cucamonga, Seven Traffic Signals and Flashing Yellow Arrow Signal Modifications Project, Rancho Cucamonga, CA	●	●	●	●			●		●		●	●
City of Burbank, Traffic Signal Improvements (135 intersections), Burbank, CA	●	●	●	●			●	●	●		●	●
City of Corona, On-Call Traffic and Transportation Services, Corona, CA	●	●	●	●			●	●	●		●	●
City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA	●	●	●	●			●	●	●		●	●
City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes, Thousand Oaks, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
County of Los Angeles, Woodruff Avenue TSSP, Los Angeles County, CA	●	●	●	●			●		●		●	●
County of Los Angeles, Traffic Signal System Design Select List (200 traffic signal upgrades), Los Angeles County, CA	●	●	●	●			●					
City of Glendale, Smart Corridor—San Fernando Road, Glendale, CA	●	●	●	●			●				●	●
City of Palmdale, On-Call Traffic Signal Design Services (25 intersections), Palmdale, CA	●	●	●	●			●				●	●
City of Industry, On-Call Traffic Engineering Services, Industry, CA	●	●	●	●			●				●	●
City of Santa Clarita, San Fernando Road Improvements, Santa Clarita, CA	●	●	●	●			●	●	●		●	●
City of South El Monte, On-Call Engineering Services, South El Monte, CA	●	●	●	●			●	●	●		●	●
Port of Long Beach, Harbor Scenic Drive and Harbor Plaza Intersection Improvements, Long Beach, CA	●	●	●	●	●	●	●	●	●		●	●
County of Imperial, Systemic Safety Analysis Report Program (SSARP) for Varied Roadways, Imperial County, CA										●		
City of Glendale, Traffic Signal Design at 75 Locations, Glendale, CA	●	●	●	●			●		●		●	●
City of Chino, On-Call Traffic Engineering Services, Chino, CA	●	●	●	●			●		●		●	●
City of Los Angeles, As-Needed Traffic Engineering Services, Los Angeles, CA	●	●	●	●			●		●		●	●
City of Arcadia, Traffic Signal Upgrades, Arcadia, CA	●	●	●	●			●		●		●	●

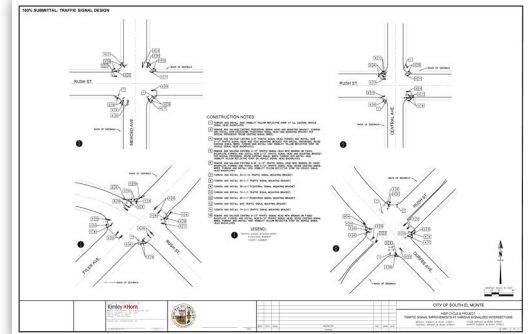
SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA

HSIP CYCLE 9

Project Duration:
09/2022 – Ongoing

Kimley-Horn is working with the City of South El Monte to improve the safety and operability of 11 signalized intersections. The city compiled collision data history and guidance from the Caltrans Local Roadway Safety Manual (LRSM) to develop two countermeasures: improve signal hardware and install pedestrian countdown signal heads. Our team is working with the city to evaluate each project site to determine the upgrades and improvements needed and provide preliminary environmental studies, PS&E, bidding and construction support, and record drawings as-builts. Kimley-Horn is partnered with Avant-Garde, who is responsible for coordinating all grant administration work and Caltrans coordination needed to complete this project in a timely and cost-efficient manner.



City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, South El Monte, CA

HSIP CYCLE 10

Project Duration:
01/2023 – Ongoing

Kimley-Horn is working with the City of South El Monte to design safety improvements at two signalized intersections: Lee Avenue and Garvey Avenue and Durfee Avenue and Peck Road–Michael Hunt Drive. Our team is providing left turn phasing; signal hardware improvements to the traffic signal lenses; backplates with retroreflective borders, mounting, size, and number; and installation of pedestrian countdown signal heads with audible push button display. Kimley-Horn is partnered with Avant-Garde, who is preparing the Categorical Exception documents and coordinating with the City to receive approval.

City of Maywood, Local Road Safety Plan (LRSP), Maywood, CA

Project Duration:
11/2021 – 01/2023

Having received a grant from Caltrans, the City selected Kimley-Horn to provide planning and engineering services for the preparation of an LRSP. To help the City identify the factors that contribute to local traffic collisions, our team identified emphasis areas such as impaired driving or active transportation that represent a large portion of traffic studies; identified site-specific case studies that are representative of other locations in the City for a more detailed audit and focused countermeasures; and reviewed citywide policies, programs, resources, and practices that may have an impact on traffic safety; and identified opportunities to align with safety-best practices. Our team's scope of services included the review of existing planning documents, collection and analysis review of data, countermeasures development, action plan development, and the LRSP development. Furthermore, as part of the LRSP, we helped assemble the HSIP grant application for the Project.

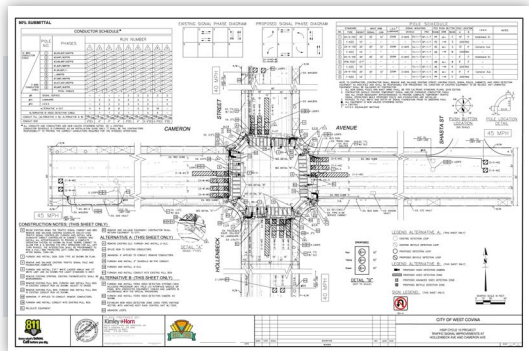


City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA

HSIP CYCLE 10

Project Duration:
01/2023 – Ongoing

Kimley-Horn was recently selected by the City of West Covina to provide design services for multiple traffic signals across the city. Preparation for this project included coordinating with local utility companies to obtain record base maps of utility lines in the area. Our team is coordinating with utility companies until the start of construction to facilitate adjustment and facility relocation. During the preliminary engineering phase, Kimley-Horn reviewed all available right-of-way maps, assessor parcel maps, easement information, as-built improvement plans, utility information, and survey information. Our team also conducted field investigations at each intersection location and prepared preliminary engineering plans to show tentative traffic signal improvements. Following city



SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

review and comments, our team will prepare 60%, 90%, and 100% complete PS&E construction documents to submit to the city for review. Once the project moves into the bidding phase, Kimley-Horn will assist the city staff with answering pre-bid questions and preparing responses to requests for information. Our team will also assist with coordination and support during the construction stages of the project. Finally, we will prepare updated traffic signal timing sheets for the intersections covered in the project and record drawing as-builts following completion of construction.

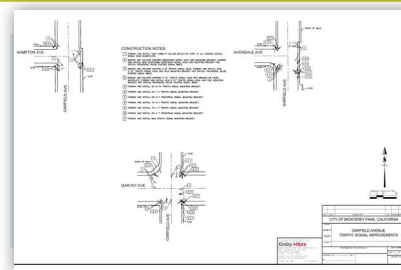
City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA

HSIP CYCLE 9

Project Duration:

06/2022 – Ongoing

Nine intersections along Garfield Avenue are undergoing improvements through HSIP Cycle 9 funding. Kimley-Horn is working with the City of Monterey Park to upgrade vehicle signal heads and install retroreflective borders on backplates and countdown pedestrian heads. Kimley-Horn is also partnered with Avant-Garde to complete the Preliminary Environmental Study (PES) and Caltrans coordination. Our team coordinated with Caltrans to submit all necessary documentation, such as LAPM forms, environmental categorical exemption documents, right-of-way forms, and request for authorization for construction.



City of Palm Springs, Traffic Signal Improvements, Palm Springs, CA

HSIP CYCLE 9

Project Duration:

11/2020 – Ongoing

Kimley-Horn is assisting the City of Palm Springs with upgrading traffic signal equipment at nine intersections to improve motorist and pedestrian and bicyclist safety. The city completed a citywide roadway safety analysis and ranked all intersections on collision frequency and severity of collisions. The crash data analysis and field observations indicated that signal hardware upgrades could improve conditions related to injury crashes involving motorists, bicycles, and pedestrians. The nine intersections were identified based on a high number of unsafe speeding vehicles, traffic signals and signs, and automobile right-of-way related collisions. Kimley-Horn's services include Advanced Dilemma Zone Detection (ADZD) installation, a protected left-turn phase implementation, and the upgrade of pedestrian signal heads and push buttons. In addition, Kimley-Horn is upgrading the Americans with Disabilities Act (ADA) curb ramps to improve pedestrian safety where ADA-compliant ramps are currently not present. This project also includes the implementation of new traffic signal timing plans to improve traffic operations and safety throughout the day. The project controllers have Intelight MAXTIME software and are controlled by a MAXVIEW central system. Kimley-Horn is providing civil, traffic, and environmental services, which include the PES and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documents.

City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA

HSIP CYCLE 7

Project Duration:

08/2018 – Ongoing

Kimley-Horn was selected by the City of Culver City to provide designs for 12 signalized intersections in the city. Our services include field review and survey, utility research, ADA curb ramp design, the preparation of construction drawings for traffic signal modification design, and the installation of left-turn phasing.

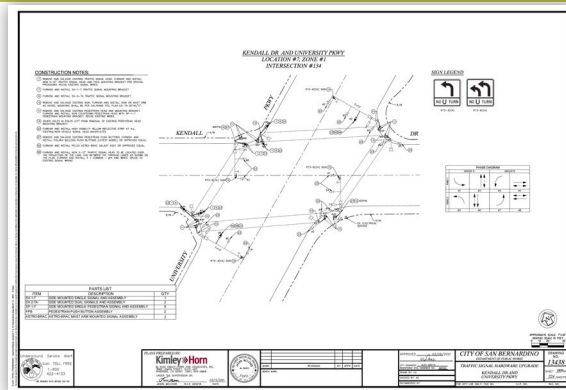
City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, San Bernardino, CA

HSIP CYCLE 9

Project Duration:

03/2020 – Ongoing

Through HSIP Cycle 9 funding, the City of San Bernardino received funding to upgrade various signal hardware for 224 signalized intersections throughout the city. Proposed improvements at the intersections include upgrades to signal hardware components, including traffic signal heads, push buttons, and pedestrian signal heads. Most of the traffic signal hardware at the study intersections had been installed decades ago and required equipment upgrades to bring signal hardware component operations up to date to meet minimum ADA and California Manual on Uniform Traffic Control Devices (CA MUTCD) requirements. Kimley-Horn is providing PS&E services and assisting the city in updating outdated and



SOUTH EL MONTE SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS (HSIP CYCLE 11 PROJECT, HSIPL-5352(025))

damaged traffic signal hardware, installing new hardware where necessary, and improving safety by implementing or replacing traffic signal head components, pedestrian signal heads, and pedestrian push buttons. Kimley-Horn is providing civil, traffic, and environmental services, which include the PES and CEQA/NEPA documents.

City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA

HSIP CYCLE 10

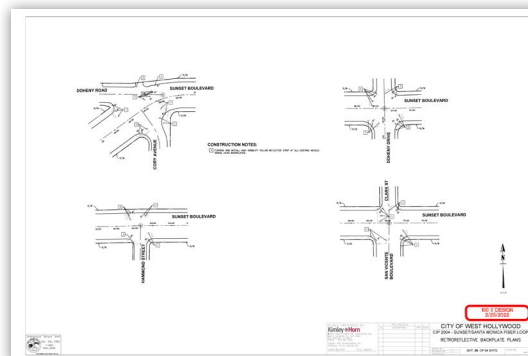
Project Duration:

08/2019 – Ongoing

The City of West Hollywood developed a Smart City Strategic Plan by implementing cutting-edge technology to ultimately improve traffic flow, reduce congestion, and improve safety. The plan identifies several phases for implementation.

Kimley-Horn is providing services to upgrade the city's

existing Twisted Wire Pair (TWP) copper interconnect to fiber-optic, connect to the existing system to form a loop, and establish communication hubs and redundant networks.



City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, Downey, CA

HSIP CYCLE 7

Project Duration:

04/2007 – 06/2019

This project involved the extension of an existing communication system, which interconnected the traffic signals along Paramount Boulevard, including all other field devices that were installed along this corridor. The communications system consisted of a fiber-optic network of communication hubs and signalized intersections all communicating using IP over Ethernet. This solution made the City of Downey the first city in Southern California to deploy a fully operational Ethernet communications system. The communications network essentially consists of a ring topology of field hubs and

the Traffic Management Center (TMC)—and star topology of signalized intersections. Kimley-Horn's services included the installation of fiber and video detection on Paramount Boulevard from Telegraph Road to Gardendale Street.

SECTION 5: REFERENCES

Kimley-Horn is proud of the relationships we have developed with our clients, and much of our success over the last five decades is directly related to our efforts to perform high-quality, timely services for all our clients. We invite you to contact our references; these individuals will tell you that we listened to their needs, met their schedules, accomplished their missions, and delivered results.

City of Downey

Contact: Edwin Norris, Deputy Public Works Director

Telephone Number: 562.904.7246

Email Address: enorris@downeyca.org

City of San Bernardino

Contact: Azzam Jabsheh, Traffic Engineer

Telephone Number: 909.384.7251

Email Address: jabsheh_az@sbcity.org

City of Culver City

Contact: Andrew Maximous, Mobility and Traffic Engineering Manager

Telephone Number: 310.253.5628

Email Address: andrew.maximous@culvercity.org

City of Palm Springs

Contact: Francisco Jaime, Associate Civil Engineer

Telephone Number: 760.323.8253 ext. 8750

Email Address: francisco.jaime@palmspringsca.gov

City of Santa Clarita

Contact: Cesar Romo, Traffic Signal Administrator

Telephone Number: 661.286.4002

Email Address: cromo@santa-clarita.com

"Their work has always been completed and provided in the utmost professional manner within budget and schedule. The City of Downey has been very satisfied with Kimley-Horn's responsiveness and would not hesitate to hire this firm again."

– Edwin Norris, *City of Downey*

"Jean truly provides the combination of a hands-on approach, attention to detail, and client service needed to deliver a successful project. I would highly recommend Kimley-Horn and specifically Jean Fares for future traffic engineering projects."

– Andrew Maximous, *City of Culver City*

"The City has three to four firms under our on-call contract. I give Kimley-Horn the majority of the work. I consider Kimley-Horn as an augmentation of my staff."

– Cesar Romo, *City of Santa Clarita*

SECTION 6: CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Kimley-Horn has reviewed the sample Contract Services Agreement and would like to discuss the following modifications with the City.

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, [...]. 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.

1.6 Familiarity with Work.

By executing this Agreement, Consultant ~~warrants-maintains~~ 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. [...].

5.2 General Insurance Requirements.

(c) Primary/noncontributing. Coverage provided by Consultant with the exception of professional liability, worker's compensation and employer's liability, shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. [...].

Strike Section 7.7 in its entirety.

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 \$ (Dollars) as liquidated damages for each working 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 [...]. 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 for all services rendered prior to the effective date of the notice of termination. 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.

SECTION 7: ADDENDA ACKNOWLEDGMENT

Kimley-Horn acknowledges the receipt of Addendum #1 on April 1, 2024.

SECTION 8: REQUIRED ATTACHMENTS

- **Attachment A** - Affidavit of Non-Collusion
- **Attachment B** - Claims History
- **Attachment C** - California Levine Act Statement

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I state that I am Senior Vice President (title) of Kimley-Horn and Associates, Inc. (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) Kimley-Horn and Associates, Inc. (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

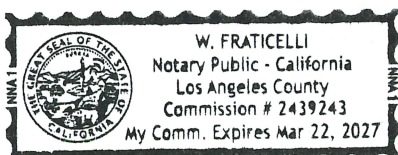
I state that Kimley-Horn and Associates, Inc. (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

Jean B. Fares, P.E.

Kimley-Horn and Associates, Inc./Senior Vice President
(Name of Company/Position)

Sworn to and subscribed before me this 2 day of April, 2024.



W. Fraticelli
Notary Public for California

My Commission Expires: March 22, 2027

ATTACHMENT B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity. [N/A - None for default](#)
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant. [N/A - None](#)
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant. [N/A - None for default](#)
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
[N/A - None](#)
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00. [See attached Kimley-Horn litigation statement](#)
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification). [N/A - None](#)
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification). [N/A - None](#)
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant. [N/A - None](#)



Jean B. Fares, Sr. Vice President
Kimley-Horn and Associates, Inc.

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. No judgments have been entered against Kimley-Horn.

Legal Proceedings in California in the last ten years are as follows:

29Twenty Maintenance Association v. Van Daele Development Corp., et al; Los Angeles County, Superior Court of the State of California; Case No. 19STCV13496; filed 2019; alleged economic loss; settled; closed 2020

Farhad Abad, individually and for the Estate of Mahin Ashki-Abad; Keemia Abad; and Arianna Abad v. U.S. Foods, Inc., et.al.; Alameda County Superior Court; Case No. RG17856272; filed 2017; traffic accident, wrongful death claim; settled; closed 2019.

Air Wing, LLC v. One Piper Ranch, LLC v. Cross-Complainants: San Diego County Superior Court; Case No. 37-2014-00009315; filed 2016; alleged economic loss; Kimley-Horn dismissed; closed 2017.

Rickey Fraley, Eileen Fraley v Live Nation Worldwide, Inc., et al: San Bernardino County Superior Court; Case No. CIVDS 1707090; filed 2017; wrongful death claim; Kimley-Horn dismissed; closed 2017.

Vicente Gomez, et al v. Pilot Travel Centers, LLC, et al; Case # CVRI2103878; Superior Court of California, County of Riverside; filed 2021; personal injuries; pending

Nancy Graham v. City of Santa Cruz, et al: Santa Cruz County Superior Court; Case No. 16CV02729; filed 2017; bicycle accident, personal injuries; settled; closed 2018.

Davis S. Lindley, individually and as successor in interest to David W. Lindley, Maureen K. Sennhauser, individually and as successor in the interest to David W. Lindley and The Estate of David W. Lindley v. City of Los Angeles, et al: Los Angeles County Superior Court, Central District; Case No. BC576886; filed 2015; wrongful death claim; settled; closed 2016.

Michelle Mobbs, a minor, by and through her guardian ad litem, Melvin L. Friedland v. Walden Environment, Inc. et al: Riverside County Central Superior Court; Case No. RIC 1300161; suit filed 2012 and Kimley-Horn was served 2014 as a part of the amended cross complaint; personal injury claim related to a traffic accident; Kimley-Horn dismissed 2015.

Brenda Sherriffs v. Kimley-Horn and Associates, Inc., et al: Santa Cruz County Superior Court; Case No. 16CV00335; filed 2016; bicycle accident, personal injuries; settled; closed 2019.

Kimberly Lynn Wright and Ty Juan Montanez v City of Concord; et al; Superior Court of California, County of Contra Costa; Case No. MSC20-01067; filed 2020; served 2022; traffic accident, wrongful death claimed; settled 2024

ATTACHMENT B

NOT APPLICABLE

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.


Lissette Montoya, Vice President

ATTACHMENT C

California Levine Act Statement

Effective January 1, 2023, the Levine Act, as codified in California Government Code section 84308, commonly referred to as the “Levine Act,” prohibits any South El Monte City Councilmember from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date of a final decision from the business/board or applicant.

The Levine Act also requires a member of the City of South El Monte Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current City of South El Monte Councilmembers are listed at:

<https://www.cityofsouthelmonte.org/211/City-Council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any City of South El Monte Councilmember in the 12 months preceding the date of submission of your proposal or application, or the anticipated date of any Council action?

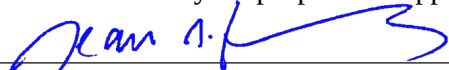
☐ YES If yes, please identify the Councilmember(s): _____
☒ NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any South El Monte City Councilmember in the 12 months following any Council action related to your proposal or application?

☐ YES If yes, please identify the Councilmember(s): _____
☒ NO

Answering yes to either of the two questions above does not preclude the South El Monte City Council from awarding a contract or approving an application or any subsequent action. It could, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

April 10, 2024
Date


Signature of Authorized Individual

Jean B. Fares, P.E., Senior Vice President

Print: Proposer Name

JEAN FARES, P.E.

✉ jean.fares@kimley-horn.com

☎ 213.354.9402

📍 660 South Figueroa Street
Suite 2050
Los Angeles, CA 90017

www.kimley-horn.com

Kimley»Horn



ATTACHMENT C

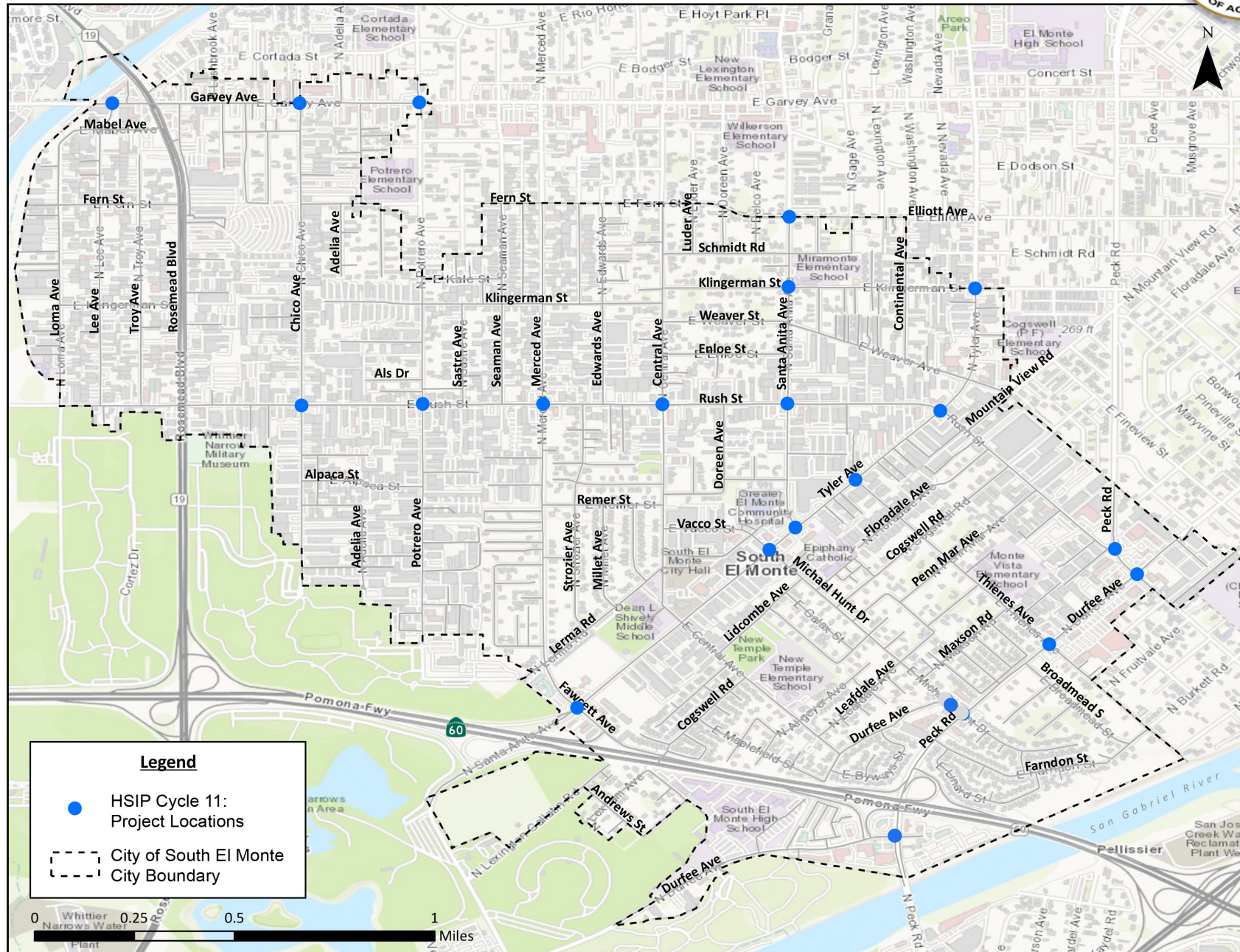
CITY OF SOUTH EL MONTE
South El Monte Systemic Safety Improvements at Signalized Intersections
HSIP Cycle 11 Project, HSIPL-5352(025)

		Kimley-Horn and Associates, Inc.							
191.24%	Overhead%	Name	Jean Fares	Jason Melchor	Professional I	Analyst II	Analyst I	TOTAL HOURS	TOTAL COST
		Category/Title	Project Manager	QC/QA Manager					
190.79%	Overhead% w/o FCCM	Direct Rate	\$125.90	\$99.46	\$64.88	\$53.30	\$46.91		
10%	Fee%	Billing Rate	\$403.28	\$318.59	\$207.82	\$170.73	\$150.26		
Task 1	Project Management		5		5			10	\$ 3,055.51
Task 2	Utility Coordination								\$ -
Task 3	Preliminary Engineering			2		35	40	77	\$ 12,623.20
3.1	Field Visits					15	15	30	\$ 4,814.88
3.2	Base Map Prep, Preliminary Plan Prep			2		20	25	47	\$ 7,808.32
Task 4	Plans, Specifications & Estimate		6	12	25	45	45	133	\$ 25,882.95
4.1	60% Plans and Estimate		2	4	10	20	20	56	\$ 10,578.98
4.2	90% PS&E		2	4	10	15	15	46	\$ 8,974.02
4.3	100% PS&E		2	4	5	10	10	31	\$ 6,329.95
Task 5	Bidding and Construction Support		5		10			15	\$ 4,094.63
Task 6	Prepare Record Drawings (As-Builts)				2		10	12	\$ 1,918.26
Task 7	Prepare Traffic Signal Timing Charts			5	10		25	40	\$ 7,427.72
	TOTAL HOURS		16	19	52	80	120	287	
	Subtotal Labor:		\$6,452.48	\$6,053.20	\$10,806.79	\$13,658.40	\$18,031.40		\$ 55,002.27
Other Direct Costs									\$ 12,569.61
	Labor Escalation								\$ 2,561.73
	Avant-Garde (See attached cost breakdown)								\$ 10,007.88
	TOTAL COST:								\$ 67,571.88

CITY OF SOUTH EL MONTE
South El Monte Systemic Safety Improvements at Signalized Intersections
HSIP Cycle 11 Project, HSIPL-5352(025)

		Avant Garde Inc.			
		Lissette Montoya	Keith LeNoue		
120.00%	Overhead %	Program Director	Senior Program Coordinator	Total Hours	Total Costs
10%	Fee%	Direct Rate			
		Billing Rate			
Task 1	Project Management	4	37	41	\$ 4,558.30
1.1	Project Meetings	2	18	20	\$ 2,234.38
1.2	Existing Records Review and Coordination	2	19	21	\$ 2,323.92
Task 2	Utility Coordination				\$ -
Task 3	Preliminary Engineering				\$ -
Task 4	Plans, Specifications & Estimate	6	40	46	\$ 5,449.58
4.1	Environmental Clearance	2	12	14	\$ 1,697.14
4.2	Right of Way Clearance	2	12	14	\$ 1,697.14
4.3	Allocation Request for Construction	2	16	18	\$ 2,055.30
Task 5	Bidding and Construction Support				\$ -
Task 6	Prepare Record Drawings (As-Builts)				\$ -
Task 7	Prepare Traffic Signal Timing Charts				\$ -
	TOTAL HOURS	10	77	87	
	Subtotal Labor:	\$3,113.30	\$6,894.58		\$ 10,007.88
	Other Direct Costs				\$ -
	TOTAL COST:				\$ 10,007.88

Project Location Map
City of South El Monte





City Council Agenda Report

Agenda Item No. 11.a.

DATE: April 23, 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: CONSIDERATION OF SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) REQUEST THAT THE CITY SEND A LETTER OF SUPPORT FOR THE ADOPTION OF ASSEMBLY BILL 2485 SUPPORTING TRANSPARENCY IN THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT THE REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) DETERMINATIONS

SUMMARY: Assembly Bill (AB) 2485 seeks to enhance transparency in the Department of Housing and Community Development's (HCD) regional housing needs calculation process by creating an advisory panel and requiring the publication of methodologies used on HCD's website.

RECOMMENDED ACTION: Staff recommends City Council direct the City Manager to execute and send a letter of support of AB 2485 supporting transparency in HCD's The Regional Housing Needs Assessment (RHNA) determinations.

FISCAL/FINANCIAL IMPACT: No fiscal Impact.

DISCUSSION: The Regional Housing Needs Assessment (RHNA) is a state-mandated program that requires cities and counties to build new housing for expected population growth over an eight-year planning period. RHNA quantifies the need for housing within each jurisdiction during specified planning periods. HCD is responsible for determining the regional housing need for each region's council of governments (COG), with input from the Department of Finance (DOF). In March 2022, the State Auditor conducted an emergency audit to examine the RHNA process and identified several errors in HCD's housing projections, resulting in a decrease in the housing amounts.

The State Auditor attributed HCD's miscalculations to a lack of oversight in staff data entry and a failure to consider all factors required by state law in its estimates. The State Auditor recommended a formal review process and thorough documentation measures to ensure that all RHNA calculations provided to COGs by the HCD are accurate. AB 2485 would establish a formal review process by creating an expert panel to advise HCD

on its assumptions, data, and analysis prior to a final RHNA determination.

At this time, the SGVCOG is asking the City to send a letter of support for AB 2485. The proposed letter of support is attached for the Council's consideration.

Prepared by: Linda Barragan, Community Development Analyst.

ATTACHMENT(S):

- A. A AB 2485 Letter Support
- B. SEM AB 2485 Letter of Support
- C. AB 2485 (J. Carrillo) - FACT SHEET 3.18.24



ATTACHMENT - A

April 11, 2024

The Honorable Juan Carrillo
California State Capitol
1021 O Street, Suite 4320
Sacramento, CA 95814

Re: Support AB 2485 (Carrillo)

Dear Chair Carrillo:

The San Gabriel Valley Council of Governments (SGVCOG) is pleased to support AB 2485 (Carrillo) which seeks to enhance transparency in the Department of Housing and Community Development's (HCD) regional housing needs calculation process by creating an advisory panel and requiring the publication of methodologies used on HCD's website. Attached you will find a resolution, which was passed by our Governing Board on April 11, 2024, affirming this position.

AB 2485 aims for transparency in the RHNA determination process by providing COGs, housing stakeholders, members of the public, and all interested parties with information on the data sources, analyses, and calculation methods used by HCD. This bill would establish a formal review process by creating an expert panel to advise HCD on its assumptions, data, and analyses prior to a final RHNA determination.

This bill will increase local government stakeholder engagement on the RHNA allocations for future cycles of the housing element revision process. This in turn will increase transparency and ensure that HCD is responsible for its methodologies in assessing regional housing needs allocations.

The SGVCOG appreciates your attention to this important legislation. Please do not hesitate to contact Steph Wong, Senior Management Analyst, at swong@sgvcog.org should you have any questions.

Sincerely,

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments

San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Suite 360, Monrovia CA 91016

OFFICERS

President
Tim Hepburn

1st Vice President
Ed Reece

2nd Vice President
April Verlato

3rd Vice President
Cory Moss

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Bradbury
Claremont
Covina
Diamond Bar
Duarte
El Monte
Glendora
Industry
Irwindale
La Cañada Flintridge
La Puente
La Verne
Monrovia
Montebello
Monterey Park
Pasadena
Pomona
Rosemead
San Dimas
San Gabriel
San Marino
Sierra Madre
South El Monte
South Pasadena
Temple City
Walnut
West Covina
First District, LA County
Unincorporated Communities
Fifth District, LA County
Unincorporated Communities
SGV Water Districts

ATTACHMENT B

April 23, 2024

The Honorable Juan Carrillo
California State Capitol
1021 O Street, Suite 4320
Sacramento, CA 95814

Re: Support AB 2485 (Carrillo)

Dear Chair Carrillo:

The City of South El Monte is pleased to support AB 2485 (Carrillo) which seeks to enhance transparency in the Department of Housing and Community Development's (HCD) regional housing needs calculation process by creating an advisory panel and requiring the publication of methodologies used on HCD's website. Attached you will find a resolution, which was passed by our City Council on April 23, 2024, affirming this position.

AB 2485 aims for transparency in the RHNA determination process by providing COGs, housing stakeholders, members of the public, and all interested parties with information on the data sources, analyses, and calculation methods used by HCD. This bill would establish a formal review process by creating an expert panel to advise HCD on its assumptions, data, and analyses prior to a final RHNA determination.

This bill will increase local government stakeholder engagement on the RHNA allocations for future cycles of the housing element revision process. This in turn will increase transparency and ensure that HCD is responsible for its methodologies in assessing regional housing needs allocations.

The City of South El Monte appreciates your attention to this important legislation. Please do not hesitate to contact Rene Salas at rsalas@soelmonte.org should you have any questions.

Sincerely,

Rene Salas
City Manager



PURPOSE

Assembly Bill 2485 seeks to enhance transparency in the Department of Housing and Community Development's (HCD) regional housing needs calculation process by creating an advisory panel and requiring the publication of methodologies used on HCD's website.

BACKGROUND

The Regional Housing Needs Assessment (RHNA) is a state-mandated program that requires cities and counties to build new housing for expected population growth over an eight-year planning period.

Initially, HCD first collaborates with regional Council of Governments (COGs) to establish methodologies for calculating housing needs. HCD then communicates its estimations and final determinations to COGs through written statements. Next, COGs distribute needs to local jurisdictions that develop implementation plans.

In March 2022, the State Auditor conducted an emergency audit to examine the RHNA process and identified several errors in HCD's housing projections, resulting in a decrease in the housing amounts. Specifically, Sacramento COG fell short by 2,484 housing units and Santa Barbara COG by 1,338 units¹.

The State Auditor attributed HCD's miscalculations to a lack of oversight in staff data entry and a failure to consider all factors required by state law in its estimates. Additionally, the State Auditor stated that shortcomings in calculations and support for HCD's factor considerations risk eroding public confidence in their ability to provide accurate information to COGs about housing needs.

In 2021, the Orange County COGs filed a lawsuit against HCD, claiming that HCD used inaccurate data rates in their evaluations. In a separate lawsuit,

individuals and nonprofit corporations argued that HCD failed to consider factors required by law in its assessment for the San Francisco Bay Area COGs.

The State Auditor recommended a formal review process and thorough documentation measures to ensure that all RHNA calculations provided to COGs by the HCD are accurate.

EXISTING LAW

Government Code Section 65584.01 requires HCD to meet and consult with COGs regarding the assumptions and methodologies used to determine the region's housing needs at least 26 months prior to final determinations.

Government Code Section 65584.01 requires HCD to provide COGs with a written explanation of data assumptions and methodologies used to determine RHNA allocations.

SOLUTION

AB 2485 aims for transparency in the RHNA determination process by providing COGs, housing stakeholders, members of the public, and all interested parties with information on the data sources, analyses, and calculation methods used by HCD. This bill would establish a formal review process by creating an expert panel to advise HCD on its assumptions, data, and analyses prior to a final RHNA determination.

SUPPORT

Southern California Association of Governments (SCAG) – Sponsor

CONTACT

Claire Norton, Assembly Fellow
Claire.Norton@asm.ca.gov
916-319-2039

¹<https://www.auditor.ca.gov/reports/2021-125/index.html>



City Council Agenda Report

Agenda Item No. 11.b.

DATE: April 23, 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: LETTER FROM EPIPHANY CATHOLIC SCHOOL REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER DINING ROOM TO HOST A MOMMY AND ME SPRING TEA PARTY EVENT

SUMMARY: The Epiphany Catholic School (Epiphany) is requesting a facility fee waiver for the use of the Senior Center dining room on Sunday, April 28, 2024, from 8:00 a.m. to 7:00 p.m. to host a Mommy and Me Spring Tea Party. In addition, Epiphany is requesting the City Council to waive all the associated fees incurred for the reservation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility fee waiver request by Epiphany in the amount of \$1,150.00; and
2. Discuss and consider waiving all associated rental fees for the reservation in the amount of \$1,250.00

FISCAL/FINANCIAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fee in the amount of \$1,150.00.

In addition, the City Council has the discretion to waive any non-facility rental fees including staff time, cleaning, and refundable damages deposits. If approved, the City Council will waive the additional fees incurred for the reservation in the amount of \$1,250.00. The total amount waived for the reservation is \$2,430.00.

Please reference the chart below detailing the reservation cost:

Waived Facility Rental Fees:

Fee	Unit	Cost
Senior Center Building Fee	\$100 per hr x 10 hrs hrs	\$1,000.00

Kitchen Fee	Flat Rate of \$150.00	\$150.00
Total Cost:		\$1,150.00

Non-Waived Fees:

Fee	Unit	Cost
Staff Fee	\$16 per hr x 3 staff x 10 hours	\$480.00
Clean up Fee	Flat Rate of \$300.00	\$300.00
Refundable Damage Deposit	Flat Rate of \$500.00	\$500.00
Insurance Premium	Agency will Provide	N/A
Total Cost:		\$1,250.00

DISCUSSION: Epiphany has been a member of the community since 1959. They proudly serve the City of South El Monte by providing faith-based academic curriculum and enrichment programming to children 5 to 12 years of age. The school wishes to host a fundraiser, Mommy and Me Spring Tea Party, in efforts to raise funds for student scholarships and update academic materials for their Science, Technology, Engineering, and Math (STEM) programming.

Epiphany is requesting the City's sponsorship for the event by waiving all the reservation fees incurred to host the Mommy and Me Spring Tea Party at the Senior Center on Sunday, April 28, 2024, from 8:00 a.m. to 7:00 p.m.

ATTACHMENT(S):

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



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



APPLICANT INFORMATION

Name: Angie Yamashiro	Organization/Business: Epiphany School
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****

****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
___ Kitchen	__x_ Dining Room	___ Main Pool	Mary Van Dyke
___ Gymnasium	___ Arts and Craft Room	___ Wading Pool	___ Community Room
___ Amphitheater	___ Game Room I	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room II		Shively and New Temple
___ Parking Lot			___ Field
			___ Picnic Area
			___ Field
			___ Picnic Area
Date of Event: __April 24, 2024__	Day(s): __Sunday__	Estimated Attendance: __200__	
Purpose of Event/Function: __Spring Tea Party__			
Reservation Time: 8:00 am	to 6:00 pm	Set up Time: 8:00 am	to 12:00 pm
Kitchen Hours: _____	to _____	Clean up Time: 5:00 pm	to 6:00 pm
Will the event be open to the public? __no__			
Will there be entertainment? _____	If yes, what type? _____		
Will food be served? _____	If yes, name of caterer? _____		
Will alcohol be served? _____			
Portable Stage needed? _____			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ Date: _____

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: _____ DATE OF USE: _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	\$ 100 x 10 Hours	\$ 1000.00
Staff Fee	\$ 16 x 3 # Staff x 10 Hours	\$ 480.00
Security Guard Fee	\$ x # Guard (s) x Hours	\$ NA
Kitchen Fee		\$ 150.00
Clean Up Fee		\$ 300.00
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency has Provided	\$ NA
Liquor Premiums		\$ NA
Inflatable Bouncer		\$ NA
ABC Permit		\$ Na
	TOTAL:	\$ 2,430.00

of Round Tables: 0

of Rectangle Tables: 20

of Chairs 200

Table and Chair Ratio

6 inch Round Table = 8 chairs

6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____

Last update 7/11/18

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

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

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ratio of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund

2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____



EPIPHANY CATHOLIC SCHOOL

Faith, Community, & Academic Excellence

ADMINISTRATION

Gabriela Negrete, Principal

Patricia Pol, Vice Principal

STAFF

Yolanda Medina

Arnulfo Robles

Patricia Pol

Jennifer Portillo

Angie Yamashiro

Vanessa Fernandez

Ashley Santillan

Desiree Aguinaga

Ana Omana

April 11, 2024

To the attention of the Mayor and City Council,
City of South El Monte,

On Sunday, April 28, 2024, Epiphany Catholic School would like to host a Mommy and Me Spring Tea at the South El Monte Senior Center. The event is in hopes of raising funds to help our students with scholarships, update academic materials as well as our STEAM program in order to help our students succeed.

Epiphany Catholic School is a 501(c) non-profit organization. We are hoping that you will consider waiving the city fees to host our event.

Thank you in advance for your consideration. Should you need any further information, please call the office at (626) 758-1094.

God Bless,

Mrs. Angie Yamashiro
Teacher/Event Coordinator

Cc: Gaby Negrete, Principal

Whoever sows sparingly will also reap sparingly, and whoever sows generously will also reap generously.
2 Cor 9:6



City Council Agenda Report

Agenda Item No. 11.c.

DATE: April 23, 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: LETTER FROM EL MONTE/SOUTH EL MONTE JETS REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER, SENIOR CENTER, MARY VAN DYKE PARK COMMUNITY ROOM, NEW TEMPLE PARK FIELDS, AND SHIVELY PARK FIELD AND CONSIDERATION TO WAIVE THE LIGHT FEES AT NEW TEMPLE AND SHIVLEY PARK

SUMMARY: The El Monte/South El Monte Jets (Jets) are requesting a facility fee waiver for the use of the Community Center, Senior Center, Mary Van Dyke Park Community Room and New Temple Park fields, and Shively Park field to host practices, games, sports physicals, and season banquets. Additionally, the Jets are requesting the City Council to consider waiving the reservation light fees at Shively and New Temple Park.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility reservation fee waiver for the use of the Community Center, Senior Center, Mary Van Dyke Park Community Room, New Temple Park fields and Shively Park field in the amount of \$24,400.00; and
2. Discuss the request to waive the reservation light fees in the amount of \$12,660.00.

FISCAL/FINANCIAL IMPACT: If approved, the City will be waiving the facility reservation fees in the amount of \$24,400.00 in accordance with the Facility Reservation Regulations and Fee Schedule, and the Jets will be responsible for all remaining rental costs including, but not limited to, lights, lining, insurance coverage, etc.

Should the City also waive the lights fees, the City would be waiving an additional \$12,660.00. The waived amounts will have to be borne by the General Fund. Any request to waive fees requires City Council approval.

Please refer to Attachment A -Jets Reservation Fee Details, summarizing the cost associated with the Jets reservation.

DISCUSSION: The City has been a long-time sponsor and supporter of the Jets organization. The City has designated the Jets as a City grandfathered-youth sports group that has priority use of the fields during their season. The Jets are a nonprofit organization composed of volunteers who serve the City by providing affordable flag football, tackle football, and cheerleading programs for children ages 5-13.

According to the Facility Reservation Regulations and Fee Schedule, community partners and non-profit organizations are permitted a facility use fee waiver request which solely covers the cost of the facility rental fees. All other fees related to the reservation, including but not limited to, staff time, lighting, security, lining, etc. are the responsibility of the organization. However, the Jets are requesting that the City Council consider waiving the light fees in the estimated amount of \$12,660.00. The City Council has the discretion to approve or deny any request not approved in the Facility Reservation Regulations and Fee Schedule.

ATTACHMENT(S):

- A. Jets Reservation Cost Details
- B. Jets Reservation Facility Request
- C. Jets Letter
- D. Jets Reservation Applications

JETS RESERVATION FEE DETAILS

WAIVED FEES

Fee Description	Units	Total
Shively Park Field Rental Fee	\$50/hour x 94.5 hours	\$4,725.00
New Temple Park Field Rental Fee	\$50/hour x 233 hours	\$11,650.00
New Temple Park Picnic Area Rental	\$25/hour x 5 hours	\$125.00
Community Center Amphitheater Rental Fee	\$50/hour x 100	\$ 5,000.00
Community Center Gymnasium Rental Fee	\$100/hour x 4.5 hours	\$450.00
Mary Van Dyke Community Room Fee	\$200/day x 2days	\$400.00
Senior Center Dining Room Rental Fee	\$100/hour x 20.5 hours	\$2,050.00
Total Waived Fees		\$24,400.00

NON-WAIVED FEES

Fee Description	Units	Total
Community Center Gym Rental Staff Time	\$16/hour x 4.5 hours x (3) staff	\$216.00
Community Center Gym Rental Cleaning Fee	\$300 per Facility	\$300.00
Community Center Gym Damage Deposit	\$600 (Refundable)	\$600.00
Community Center Amphitheater Rental Staff Time	\$16/hour x 7 hours (1) staff	\$112.00
Community Center Amphitheater Damage Deposit	\$600 (Refundable)	\$600.00
Senior Center Clean up Deposit	\$250 x 3 events	\$750.00
Senior Center Damage Deposit	\$500 x 3 events	\$1500.00
Senior Center Security Personnel	\$38/hour x 2 staff x 4 hours	\$304.00
Senior Center Liquor Legal Liability	Agency will provide	-
Senior Center Staff Fees	\$16/hour x 20.5 hours x (3) staff	\$984.00
Mary Van Dyke Community Room Damage Deposit	\$50 (Refundable)	\$50.00
Shively Park Field Damage Deposit	\$500.00 (Refundable)	\$500.00
New Temple Park Damage Deposit	\$500.00 (Refundable)	\$500.00
Insurance Coverage	Agency will Provide	-
Total Non- Waived Fees		\$6,366.00

Light Fees Consideration to be Waived

Fee Description	Units	Total
Shively Park Light Fee	\$30/hour x 94.5 hours	\$2,835.00
New Temple Park Light Fee	\$30/hour x 233 hours	\$9,825.00
Total Light Fees		\$12,660

JETS RESERVATION FACILITY REQUEST

Facility: Community Center Amphitheater

Event : Participant Sports Physical

- Date: June 15, 2024
- Day: Saturday
- Time: 9:30a-12:30p

Event: Coaches & AD Mandatory Meeting

- Date: June 17, 2024
- Day: Monday
- Time: 6:00p-8:30p

Event: Cheer Indoor Practices

- Dates: November 18, 2024 – February 7, 2025
- Days: Monday, Tuesday, Wednesday, Thursday
- Times: 6:30p – 8:45p

Facility: Community Center Gymnasium

Event: Cheer Las Vegas Showcase Send Off

- Date: January 24, 2025
- Day: Friday
- Time: 4:30p – 9:00p

Facility: Mary Van Dyke Park Community Room

Event: Cheer Team Uniform Fitting

- Date: June 2, 2024
- Day: Sunday
- Time: 11:00a – 2:45p

Event: Cheer Indoor Practice

- Date: November 18, 2024 – February 7, 2025
- Days: Monday, Tuesday, Wednesday, Thursday
- Times: 6:30p – 8:45p

Event: New Temple Park Picnic Area Meet and Greet

- Date: June 23, 2024
- Day: Sunday
- Time: 11:00a-4:00p

Facility: New Temple Park Fields

Event: Football and Cheer Practice

Attachment B

- Dates: July 8, 2024 to November 20, 2024
- Days: Tuesdays, Wednesdays, Thursdays
- Time: 5:30p – 9:00p

Event: Meet & Greet with Parents & Coaches Gear Distribution

- Dates: July 8, 2024
- Day: Monday
- Time: 5:00p – 9:00p

Event Opening Day for Football and Cheer

- Dates: August 17, 2024
- Day: Saturday
- Time: 6:00a – 6:00p

Event: Jets Picture Day

- Dates: August 18, 2024
- Day: Sunday
- Time: 9:00a – 4:00p

Make up- Practice

- Dates: October 21, 2024
- Day: Monday
- Time: 5:30p – 9:00p

Event: Jets Truck or Treat Community Event

- Date: October 23, 2024
- Day: Wednesday
- Time: 5:00p – 9:00p

Facility: Shively Park Field

- Dates: November 18, 2024 – February 7, 2025
- Days: Monday, Tuesday, Wednesday, Thursday
- Times: 6:30p – 8:45p

Facility: Senior Center Dining Hall & Community Center

- Event: Jets Homecoming Dance
- Date: October 4, 2024
- Day: Friday
- Time: 5:00p – 9:00p

Event: Staff Appreciation Event

- Date: December TBD, 2024
- Day: TBD
- Time: 1:00p – 8:30p

Event: Jets Cheer & Football Banquet

- Date: February TBD, 2025
- Day: TBD
- Time: 11:00a – 8:00p



El Monte/South El Monte (EMSEM) Jets
Jr. All American Football and Cheer Youth Organization - 2024 Season

P.O. Box 4523
El Monte, CA 91734
Email: emsemjets@gmail.com

To whom it may concern,

In the cities of El Monte and South El Monte, there is nothing more important than fostering responsible, hardworking and respectful citizens. This journey, for many of our participants, begins with the El Monte/South El Monte (EM/SEM) Jets Youth Football and Cheer program. With over 50 years of visibility throughout our joint communities, the EMSEM Jets have become a staple in our cities. With the start of a new season, comes the financial responsibilities of raising over \$60,000 dollars necessary to keep our league running.

The EM/SEM Jets program ensures that all participants maintain a grade point average (GPA) of 2.0 and above. Our non-profit organization provides students between the ages of 5 and 14 a safe place to get physically active and make connections with their peers. Our football program will consist of 6 football divisions and a minimum of 3 cheer squads (we are hoping to fulfill 6 squads overall). Our athletes are eager to represent our amazing cities throughout the San Gabriel Valley, wearing the EM/SEM Jets colors proudly.

The purpose of the EM/SEM Jets is to teach our athletes the responsibilities of sportsmanship, self esteem, teamwork and academic achievement. Our dedicated volunteers from our dedicated coaches to the board are our first line of support, donating countless hours of their time to ensure we have a competitive and successful season. However, we wouldn't be able to keep serving our young people without important partners like you.

Established with the San Gabriel Valley Jr. All American Football Conference (SGVJAAFC) in 1964, the EM/SEM Jets program is a 501 (c) (3) non-profit league. We are looking for businesses and individuals in our communities who are willing to sponsor or donate any dollar amount to help our league with the giant task of purchasing the necessary equipment for our program.

We hope that you, and the entire city council members, accept our invitation and become a sponsor once again. Help us celebrate our 30th anniversary of Jets football tradition!

Sincerely,

Blanca Villa -President



APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM/SEM JETS</u>
Address: <u>P.O. BOX 4523</u>	City: <u>EL MONTE</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626-297-0036</u>	Email: <u>EMSEMJETS@GMAIL.COM</u>

RECREATION SERVICES **FACILITY & PARK** RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	☐ Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☒ Dance Room	☐ Game Room II		☐ New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: <u>JUNE 2</u>	Day(s): <u>Sunday</u>	Estimated Attendance: <u>50</u>	
Purpose of Event/Function: <u>Cheer Uniform fittings</u>			
Reservation Time: <u>11</u> to <u>2:30</u>	Set up Time: <u>10:30am</u> to <u>2:45</u>		
Kitchen Hours: <u>-</u> to <u>-</u>	Clean up Time: <u>2:30</u> to <u>2:45</u>		
Will the event be open to the public?	<u>NO</u>		
Will there be entertainment?	<u>NO</u>	If yes, what type? <u>-</u>	
Will food be served?	<u>NO</u>	If yes, name of caterer? <u>-</u>	
Will alcohol be served?	<u>NO</u>		
Portable Stage needed?	<u>NO</u>		

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: [Signature] Date: 03-20-24

OFFICE USE ONLY

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



APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM/SEM JETS.</u>
Address: <u>P.O. Box 4523</u>	City: <u>El Monte</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626.297.0036</u>	Email: <u>EMSEMJETSC@GMAIL.COM</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	☐ Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☒ Amphitheater <u>OR</u>	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☒ Dance Room	☐ Game Room II		☐ New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: <u>June 15 2024</u>	Day(s): <u>Sunday Sat.</u>	Estimated Attendance: <u>100</u>	
Purpose of Event/Function: <u>SPORTS PHYSICAL</u>			
Reservation Time: <u>9:30</u> to <u>12:30</u>	Set up Time: <u>9:30</u> to <u>10am</u>		
Kitchen Hours: <u>-</u> to <u>-</u>	Clean up Time: <u>12</u> to <u>12:30pm</u>		
Will the event be open to the public? <u>YES</u>			
Will there be entertainment? <u>NO</u>	If yes, what type? <u>/</u>		
Will food be served? <u>NO</u>	If yes, name of caterer? <u>/</u>		
Will alcohol be served? <u>NO</u>			
Portable Stage needed? <u>NO</u>			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

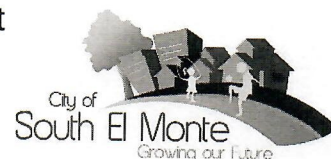
I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: B/V Date: 03-20-24

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



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



APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM/SEM JETS</u>
Address: <u>P.O. BOX 4523</u>	City: <u>El Monte</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626-297-0034</u>	Email: <u>emsemjets@gmail.com</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	☐ Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☐ New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: <u>JUNE 17</u>	Day(s): <u>MONDAY</u>	Estimated Attendance: <u>40-60</u>	
Purpose of Event/Function: <u>Coaches & AD mandatory meeting</u>			
Reservation Time: <u>6</u> to <u>8:30</u>	Set up Time: <u>6</u> to <u>6:30</u>		
Kitchen Hours: <u>-</u> to <u>-</u>	Clean up Time: <u>8:15</u> to <u>8:30</u>		
Will the event be open to the public?	<u>NO</u>		
Will there be entertainment?	<u>NO</u>	If yes, what type?	
Will food be served?	<u>NO</u>	If yes, name of caterer?	
Will alcohol be served?	<u>NO</u>		
Portable Stage needed?	<u>NO</u>		

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Signature of Applicant: [Signature] Date: 03-20-24

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____



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APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM / SEM JETS</u>
Address: <u>P.O. BOX 4523</u>	City: <u>El monte</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626.297.0036</u>	Email: <u>emsemjets@gmail.com</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

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☐ Dance Room	☐ Game Room II		☐ New Temple
☐ Parking Lot			☐ Field
			☒ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area

Date of Event: <u>JUNE 23</u>	Day(s): <u>Sunday</u>	Estimated Attendance: <u>50</u>
Purpose of Event/Function: <u>JETS STAFF meet & greet</u>		
Reservation Time: <u>11am</u> to <u>4pm</u>	Set up Time: <u>11am</u> to <u>12pm</u>	
Kitchen Hours: <u>11am</u> to <u>4pm</u>	Clean up Time: <u>3pm</u> to <u>4pm</u>	
Will the event be open to the public? <u>NO</u>		
Will there be entertainment? <u>NO</u>	If yes, what type? _____	
Will food be served? <u>YES</u>	If yes, name of caterer? <u>Burgers, Hot dogs</u>	
Will alcohol be served? <u>NO</u>		
Portable Stage needed? <u>NO</u>		

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Signature of Applicant: [Signature] Date: 03.20.24

☐ APPROVED ☐ DENIED **OFFICE USE ONLY**
Recreation Services Designee _____ Date: _____
Last update 7/11/18 Page 663 of 662



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
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www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM/SEM JETS</u>
Address: <u>P.O. BOX 4523</u>	City: <u>EL MONTE</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626.297.0036</u>	Email: <u>EMSEM JETS</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

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☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☒ New Temple
☐ Parking Lot			<u>Both</u> Fields
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area

Date of Event: <u>07-08-24 to 11/20</u>	Day(s): <u>TUES. WED. THURS</u>	Estimated Attendance: <u>250</u>
Purpose of Event/Function:		
Reservation Time: <u>5:30pm</u> to <u>9pm</u>	Set up Time: <u>5:30</u> to <u>6:30</u>	
Kitchen Hours: <u>5:30</u> to <u>9pm</u>	Clean up Time: <u>8:15</u> to <u>9pm</u>	
Will the event be open to the public? <u>YES</u>	If yes, what type? <u>Shack bar food.</u>	
Will there be entertainment? <u>NO</u>		
Will food be served? <u>YES</u>		
Will alcohol be served? <u>NO</u>		
Portable Stage needed? <u>NO</u>		

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Signature of Applicant: B. M. Date: 03-20-24

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____



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



APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EMISEMJETS</u>
Address: <u>P.O. Box 4523</u>	City: <u>El Monte</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626.297.0034</u>	Email: <u>emsemjets@gmail.com</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

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☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☒ New Temple
☐ Parking Lot			☒ <u>BOTH</u> Fields
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area

Date of Event: <u>07-08-24</u>	Day(s): <u>MONDAY</u>	Estimated Attendance: <u>150</u>
Purpose of Event/Function: <u>MEET & GREET w/ parents & coaches gear distribution</u>		
Reservation Time: <u>5</u> to <u>9</u>	Set up Time: <u>5</u> to <u>530</u>	
Kitchen Hours: <u>7</u> to <u>8</u>	Clean up Time: <u>830</u> to <u>9pm</u>	
Will the event be open to the public? <u>NO</u>	If yes, what type? _____	
Will there be entertainment? <u>NO</u>	If yes, name of caterer? <u>Smuck bar</u>	
Will food be served? <u>YES</u>		
Will alcohol be served? <u>NO</u>		
Portable Stage needed? <u>NO</u>		

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Signature of Applicant: B. Villa Date: 03.20.24

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



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APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM/SEM JETS</u>
Address: <u>P.O. BOX 4523</u>	City: <u>EL MONTE</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626-297-0036</u>	Email: <u>EMSEMJETSC@GMAIL.COM</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

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☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☐ New Temple
☐ Parking Lot			☐ Full field Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: <u>Sat. Aug. 17</u>	Day(s): <u>Saturday</u>	Estimated Attendance: <u>250-300</u>	
Purpose of Event/Function: <u>opening day for football & cheer</u>			
Reservation Time: <u>10am</u> to <u>10pm</u>	Set up Time: <u>10am</u> to <u>8am</u>		
Kitchen Hours: <u>-</u> to <u>-</u>	Clean up Time: <u>4pm</u> to <u>10pm</u>		
Will the event be open to the public? <u>YES</u>			
Will there be entertainment? <u>YES</u>			
Will food be served? <u>YES</u>			
Will alcohol be served? <u>NO</u>			
Portable Stage needed? <u>YES</u>			
			If yes, what type? <u>Games, music, jumpers, football games.</u>
			If yes, name of caterer? <u>Divisions will sell food & drinks as a fundraiser for their teams.</u>

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Signature of Applicant: B. Villa Date: 08-20-24

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



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APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM/SEM JETS</u>
Address: <u>P.O. BOX 4523</u>	City: <u>EL MONTE</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626.297.0036</u>	Email: <u>emsemjets@gmail.com</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

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☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☒ New Temple
☐ Parking Lot			☒ <u>enclosed</u> Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area

Date of Event: <u>Aug. 18</u>	Day(s): <u>Sunday</u>	Estimated Attendance: <u>50-120</u>
Purpose of Event/Function: <u>JETS PICTURE DAY</u>		
Reservation Time: <u>9am</u> to <u>4pm</u>	Set up Time: <u>9:00</u> to <u>9:30</u>	
Kitchen Hours: <u>-</u> to <u>-</u>	Clean up Time: <u>3:30</u> to <u>4:00</u>	
Will the event be open to the public? <u>NO</u>		
Will there be entertainment? <u>NO</u>	If yes, what type? <u>NO</u>	
Will food be served? <u>YES</u>	If yes, name of caterer? <u>Snack Bar (JETS)</u>	
Will alcohol be served? <u>NO</u>		
Portable Stage needed? <u>NO</u>		

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Signature of Applicant: [Signature] Date: 03-20-24

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



APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM SEN. JETS</u>
Address: <u>PO BOX 4523</u>	City: <u>EL monte</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626.297.0036</u>	Email: <u>emsenjets@gmail.com</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

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☐ Kitchen	☒ Dining Room	☐ Main Pool	Mary Van Dyke
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☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			Shively Park
			☐ Field
			☐ Picnic Area

Date of Event: <u>10-04-24</u>	Day(s): <u>FRIDAY</u>	Estimated Attendance: <u>175</u>
Purpose of Event/Function: <u>JETS Homecoming Dance</u>		
Reservation Time: <u>5</u> to <u>9pm</u>	Set up Time: <u>5</u> to <u>6</u>	
Kitchen Hours: <u>5</u> to <u>9</u>	Clean up Time: <u>8</u> to <u>9</u>	
Will the event be open to the public? <u>NO</u>		
Will there be entertainment? <u>YES</u>	If yes, what type? <u>DISCO, Photo booth</u>	
Will food be served? <u>YES</u>	If yes, name of caterer? <u>Pizza, hot dogs</u>	
Will alcohol be served? <u>NO</u>		
Portable Stage needed? <u>NO</u>		

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Signature of Applicant: [Signature] Date: 10-20-24

☐ APPROVED ☐ DENIED OFFICE USE ONLY Recreation Services Designer _____ Date: _____



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APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM/SEM JETS</u>
Address: <u>PO BOX 4523</u>	City: <u>EL MONTE</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626-297-0030</u>	Email: <u>EMSEMJETSE@gmail.com</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

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☐ Dance Room	☐ Game Room II		☒ New Temple ☒ Field
☐ Parking Lot			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: <u>10-21-24</u>	Day(s): <u>MONDAY</u>	Estimated Attendance: <u>200</u>	
Purpose of Event/Function: <u>Make-up practice day</u>			
Reservation Time: <u>5:30</u> to <u>9pm</u>	Set up Time: <u>5:30</u> to <u>6:30</u>	Clean up Time: <u>6:15</u> to <u>9pm</u>	
Kitchen Hours: <u>5:30</u> to <u>9pm</u>			
Will the event be open to the public? <u>NO</u>			
Will there be entertainment? <u>NO</u>		If yes, what type? <u>SA</u>	
Will food be served? <u>YES</u>		If yes, name of caterer? <u>Snack bar</u>	
Will alcohol be served? <u>NO</u>			
Portable Stage needed? <u>NO</u>			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: [Signature] Date: 03.20.24

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



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



APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM/SEM: JETS</u>
Address: <u>P.O. BOX 4523</u>	City: <u>EL MONTE</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626.297.0036</u>	Email: <u>EMSEMJETS@GMAIL.COM</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	☐ Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☒ New Temple
☐ Parking Lot			☐ Parking lot & Fields
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area

Date of Event: <u>10-23-24</u>	Day(s): <u>WED</u>	Estimated Attendance: <u>200-300</u>
Purpose of Event/Function: <u>JETS Trunk or Treat comm. event</u>		
Reservation Time: <u>5</u> to <u>9</u>	Set up Time: <u>5</u> to <u>6</u>	
Kitchen Hours: <u>-</u> to <u>-</u>	Clean up Time: <u>830</u> to <u>9pm</u>	
Will the event be open to the public? <u>YES</u>		
Will there be entertainment? <u>YES</u>	If yes, what type? <u>Music, Decorated cars</u>	
Will food be served? <u>YES</u>	If yes, name of caterer? <u>Vendors</u>	
Will alcohol be served? <u>NO</u>		
Portable Stage needed? <u>NO</u>		

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Signature of Applicant: [Signature] Date: 03-20-24

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



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
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APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM / SEM JETS</u>
Address: <u>P.O. BOX 4523</u>	City: <u>EL MONTE</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>426-297-0036</u>	Email: <u>EMSEMJETS@GMAIL.COM</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

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☐ Dance Room	☐ Game Room II		☐ New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
<u>*one team pl location</u>			☐ Shively Park
			☒ Field
			☐ Picnic Area
Date of Event: <u>NOV 18-02-07-24</u>	Day(s): <u>MON to THURS.</u>	Estimated Attendance: <u>45 P/Class</u>	
Purpose of Event/Function: <u>Cheer indoor practice</u>			
Reservation Time: <u>10:30</u> to <u>8:30</u>	Set up Time: <u>10:15</u> to <u>10:30</u>		
Kitchen Hours: <u>-</u> to <u>-</u>	Clean up Time: <u>8:30</u> to <u>8:45</u>		
Will the event be open to the public? <u>NO</u>			
Will there be entertainment? <u>NO</u>	If yes, what type? <u>/</u>		
Will food be served? <u>NO</u>	If yes, name of caterer? <u>/</u>		
Will alcohol be served? <u>NO</u>			
Portable Stage needed? <u>NO</u>			

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Signature of Applicant: [Signature] Date: 03-20-24

OFFICE USE ONLY
☐ APPROVED ☐ DENIED Recreation Services Designer _____ Date: _____



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



APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>Em/som jets</u>
Address: <u>P.O. BOX 4523</u>	City: <u>El monte</u> Zip Code: <u></u>
Home Phone: <u></u>	Work Phone: <u></u>
Cell Phone: <u>626.297.0030</u>	Email: <u>emsomjets@gmail.com</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

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☐ Parking Lot			☐ Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: <u>12-08-24</u>	Day(s): <u>SUNDAY</u>	Estimated Attendance: <u>200</u>	
Purpose of Event/Function: <u>Staff appreciation event</u>			
Reservation Time: <u>1</u> to <u>8:30</u>	Set up Time: <u>1:00</u> to <u>3:00pm</u>		
Kitchen Hours: <u></u> to <u></u>	Clean up Time: <u>7</u> to <u>8:30</u>		
Will the event be open to the public?	<u>NO</u>		
Will there be entertainment?	<u>YES</u>	If yes, what type? <u>DJ, Photo booth</u>	
Will food be served?	<u>YES</u>	If yes, name of caterer? <u>Not sure yet</u>	
Will alcohol be served?	<u>YES</u>	<u>what is needed ?</u>	
Portable Stage needed?	<u>NO</u>		

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I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: [Signature] Date: 03.20.24

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee Date:



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



APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>Em/sem jets</u>
Address: <u>P.O. BOX 4523</u>	City: <u>EL monte</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626-297-0036</u>	Email: <u>emsemjets@gmail.com</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

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☐ Dance Room	☐ Game Room II		☐ New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: <u>Jan. 24, 2025</u>	Day(s): <u>Friday</u>	Estimated Attendance: <u>150</u>	
Purpose of Event/Function: <u>Cheer Bus Vegas show-case send off</u>			
Reservation Time: <u>4:30</u> to <u>9pm</u>	Set up Time: <u>4:30</u> to <u>5:30</u>		
Kitchen Hours: <u>4:30</u> to <u>9pm</u>	Clean up Time: <u>8</u> to <u>9pm</u>		
Will the event be open to the public? <u>YES</u>			
Will there be entertainment? <u>YES</u>	If yes, what type? <u>Cheer performance / music</u>		
Will food be served? <u>YES</u>	If yes, name of caterer? <u>Snack Bar food</u>		
Will alcohol be served? <u>NO</u>			
Portable Stage needed? <u>NO</u>			

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I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: [Signature] Date: 03-20-24

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
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APPLICANT INFORMATION

Name: <u>Blanca Villa</u>	Organization/Business: <u>EM/SEM JETS</u>
Address: <u>P.O. BOX 4523</u>	City: <u>EL MONTE</u> Zip Code: <u>91734</u>
Home Phone:	Work Phone:
Cell Phone: <u>626.297.0036</u>	Email: <u>EMSEMJETSC@GMAIL.COM</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

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☐ Dance Room	☐ Game Room II		☐ New Temple
☐ Parking Lot	☒ Senior Room		☐ Field
			☐ Picnic Area
			☐ Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: <u>02-08-25</u>	Day(s): <u>Saturday</u>	Estimated Attendance: <u>300</u>	
Purpose of Event/Function: <u>Football & cheer Banquet</u>			
Reservation Time: <u>11am</u> to <u>8pm</u>	Set up Time: <u>11am</u> to <u>1:00pm</u>		
Kitchen Hours: <u>12</u> to <u>6pm</u>	Clean up Time: <u>7pm</u> to <u>8pm</u>		
Will the event be open to the public? <u>NO</u>			
Will there be entertainment? <u>YES</u>	If yes, what type? <u>music, photo booth</u>		
Will food be served? <u>YES</u>	If yes, name of caterer? <u>not sure yet</u>		
Will alcohol be served? <u>NO</u>			
Portable Stage needed? <u>YES</u>			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: B. Villa Date: 03.20.24

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: B. M. Date: 03.20.24

City of South El Monte Recreation Services Department

APPLICANT NAME: Blanca Villa / EM / SEM JETS DATE OF USE: _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

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

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

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

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____

Last update 7/11/18



City Council Agenda Report

Agenda Item No. 12.a.

DATE: April 23, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: MAYOR GLORIA OLMOS

1. South El Monte High School Basketball Team Requesting the use of the Senior Center to Host their Banquet On May 18, 2024.

RECOMMENDATION: Discussion and/or action.

2. Consideration of Allowing the California Border Patrol Homeland Security Softball Team the use Shively Park for Practice any day of the week after 6:00 p.m. (preferably Thursdays) until the end of June in preparation for the Police and Fire Games 2024.

RECOMMENDATION: Discussion and/or action.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: April 23, 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 MARCH 26, 2024

SUMMARY: Staff is requesting approval of the Minutes of the March 26, 2024, Successor Agency Meetings.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of March 26, 2024.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT SA Minutes 3-26-24

CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
Tuesday, March 26, 2024 - 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 8:37 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, Iyob Tessema, Director of Human Resources & Risk Management, 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 Board Member Angel, 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.

18. PUBLIC COMMENTS – None.

19. CONSENT CALENDAR

A motion was made by Board Member Delgado, 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.

19.a. Approved the Regular Successor Agency Meeting Minutes of February 27, 2024.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:39 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair



Successor Agency Agenda Report

Agenda Item No. 19.b.

DATE: April 23, 2024

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. SA 24-03, APPROVING SUBORDINATION AGREEMENT FOR REFINANCING OF SOUTH EL MONTE SENIOR VILLAS (LOCATED AT 1515 PECK ROAD) BY SEL HOMES, LLC WHICH IS SUBJECT TO DEED OF TRUST IN FAVOR OF SUCCESSOR AGENCY

SUMMARY: Staff is requesting that the Successor Agency Board consider approving the execution of a subordination agreement.

RECOMMENDED ACTION: Staff recommends the Successor Agency Board:

1. Adopt Resolution No. SA 24-03, approving the execution of a subordination agreement whereby the Successor Agency subordinates its deed of trust which secures the obligations of SEL Homes, LLC, a California limited liability (“**Owner**”) in favor of the Successor Agency to a new loan to Owner in the amount of \$4,800,000 from Citizens Business Bank;
2. Authorizing the Executive Director or designee to negotiate and execute agreement.

FISCAL/FINANCIAL IMPACT: There will be no fiscal impact to the Successor Agency for this request.

DISCUSSION: In September 2005, the Community Development Commission of the South El Monte Improvement District (the name of the redevelopment agency hereinafter the “**RDA**”) entered into that certain Owner Participation Agreement dated September 13, 2005 (“**OPA**”) with Owner with respect to the property located at 1515 Peck Road in South El Monte (“**Property**”). The OPA was subsequently amended by that certain First Amendment dated March 22, 2007, that certain Second Amendment dated October 23, 2007 and that certain Third Amendment dated February 23, 2010 (collectively the “**OPA Amendments**”). The OPA as amended by the OPA Amendments is hereinafter referred to as the “**Amended OPA**.”

Pursuant to the Amended OPA, Owner was to construct an affordable housing project consisting of 56 affordable senior residential units and 16 market rate units (“**Affordable**

Housing Project”).

Pursuant to the Amended OPA, the RDA provided \$4,800,000 in grant funds to the Owner for the construction of the Affordable Housing Project (“**Agency Financial Assistance**”).

On October 31, 2007, Owner obtained a construction loan in the amount of \$8,100,000 (“**Original Senior Loan**”) from Wells Fargo Bank (“**Senior Lender**”) to construct the Affordable Housing Project..

The Owner also executed that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing dated October 25, 2007 (“**RDA Deed of Trust**”) which was recorded on October 31, 2007 (after the Original Senior Loan) against the Property in favor of the RDA securing Owner’s obligations under that certain Affordable Housing Regulator Agreement and Declaration of Restrictive Covenants dated October 25, 2007 which was recorded on November 8, 2007 (“**Regulatory Agreement**”). There is no promissory note evidencing the Agency Financial Assistance. The Regulatory Agreement was recorded *after* the RDA Deed of Trust and the Senior Loan.

The Original Senior Loan was amended a number of times with the last amendment in 2013.

Owner now intends to refinance the Original Senior Loan by obtaining a new loan in the amount of \$4,800,000 (“**New Senior Loan**”) from Citizens Business Bank (“**New Senior Lender**”). A condition to the New Senior Loan, is that it will be senior to the RDA Deed of Trust which requires the execution of a subordination agreement substantially in the form attached hereto as Attachment A.

The current appraisal provided by the New Senior Lender indicates that the Property is currently valued at \$17,190,000 (“**Current Appraised Value**”).

ANALYSIS: Currently the RDA Deed of Trust is junior to the Original Senior Loan. Successor Agency to the RDA is not obligated to subordinate the RDA Deed of Trust to any new financing. However, there are a number of reasons that subordinating is not unreasonable, is not a significant risk to the Successor Agency and, in fact, will benefit the Successor Agency:

1. There is significant equity in the Property which makes a default by Owner under the New Senior Loan extremely unlikely given that the New Senior Loan is only \$4.8M.
2. Both the RDA Deed of Trust and the Regulatory Agreement are *currently subordinate* to the Original Senior Loan. As the subordination agreement will only subordinate the RDA Deed of Trust (and not the Regulatory Agreement), when this refinancing is completed, the Regulatory Agreement will be senior to the New Senior Loan which places the Regulatory Agreement in a better position for enforcement on record title than currently exists. Accordingly, if the New Senior Loan is foreclosed, the Regulatory Agreement will remain in full force and effect and not be wiped out.
3. For over 15 years, Owner has operated the Affordable Housing Project as a senior affordable housing project in accordance with the Regulatory Agreement and to date there has not been any issues with respect to same.

The RDA Deed of Trust was not listed in the Long Range Property Management Plan but remains an asset of the Successor Agency. As no funds are being disbursed and the asset is not being transferred a result of the subordination agreement, approval of the Oversight Board is not required for the execution of the subordination agreement. (Health & Safety Code 34180).

If the Successor Agency approves the subordination agreement, the Successor Agency counsel will deliver the executed subordination agreement to the loan escrow with a letter specifying the conditions precedent to the use of the subordination agreement, including, but not limited to, a new loan title policy being issued to the Successor Agency insuring the RDA Deed of Trust in second lien position, execution and recordation of a Request for Notice and a Request for Notice of Delinquency, all costs to be paid by Owner, etc.

ATTACHMENT(S):

- A. Resolution No. SA 24-03, approving Subordination Agreement - South El Monte Senior Villas (1515 Peck)(977439.1)
- B. Subordination Agreement - SEL Homes(974001.1)

ATTACHMENT A

RESOLUTION NO. SA 24-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT, APPROVING EXECUTION AND DELIVERY OF A SUBORDINATION AGREEMENT FOR THE REFINANCING OF SOUTH EL MONTE SENIOR VILLAS (LOCATED AT 1515 PECK ROAD) BY SEL HOMES, LLC

WHEREAS, In September 2005, the Community Development Commission of the South El Monte Improvement District (the name of the redevelopment agency hereinafter the "**RDA**") entered into that certain Owner Participation Agreement dated September 13, 2005 ("**OPA**") with SEL HOMES, LLC ("**Owner**") with respect to the property located at 1515 Peck Road in South El Monte ("**Property**"). The OPA as subsequently amended is referred to as the "**Amended OPA**"; and

WHEREAS, Pursuant to the Amended OPA, Owner was to construct an affordable housing project consisting of 56 affordable senior residential units and 16 market rate units ("**Affordable Housing Project**"); and

WHEREAS, Pursuant to the Amended OPA, the RDA provided \$4,800,000 in grant funds to the Owner for the construction of the Affordable Housing Project ("**Agency Financial Assistance**"); and

WHEREAS, On October 31, 2007, Owner obtained a construction loan in the amount of \$8,100,000 ("**Original Senior Loan**") from Wells Fargo Bank ("**Senior Lender**") to construct the Affordable Housing Project. The Original Senior Loan was amended a number of times with the last amendment in 2013; and

WHEREAS, The Owner also executed that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing dated October 25, 2007 ("**RDA Deed of Trust**") which was recorded on October 31, 2007 (after the Original Senior Loan) against the Property in favor of the RDA securing Owner's obligations under that certain Affordable Housing Regulator Agreement and Declaration of Restrictive Covenants dated October 25, 2007 which was recorded on November 8, 2007 ("**Regulatory Agreement**"). There is no promissory note evidencing the Agency Financial Assistance. The Regulatory Agreement was recorded *after* the RDA Deed of Trust and the Senior Loan; and.

WHEREAS, Owner now intends to refinance the Original Senior Loan by obtaining a new loan in the amount of \$4,800,000 ("**New Senior Loan**") from Citizens Business Bank ("**New Senior Lender**"). A condition to the New Senior Loan is that it will be senior to the RDA Deed of Trust which requires the execution of a subordination agreement as required by the Senior Lender and title insurance company; and.

WHEREAS, The current appraisal provided by the New Senior Lender indicates that the Property is currently valued at \$17,190,000 ("**Current Appraised Value**").

WHEREAS, Currently the RDA Deed of Trust is junior to the Original Senior Loan. Successor Agency to the RDA is not obligated to subordinate the RDA Deed of Trust to any new financing. However, there are a number of reasons that subordinating is not unreasonable, is not a significant risk to the Successor Agency and, in fact, will benefit the Successor Agency.

THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

Section 1. Successor Agency makes the following findings:

(a) There is significant equity in the Property which makes a default by Owner under the New Senior Loan extremely unlikely given that the New Senior Loan is only \$4.8M.

(b) Both the RDA Deed of Trust and the Regulatory Agreement are *currently subordinate* to the Original Senior Loan. As the subordination agreement will only subordinate the RDA Deed of Trust (and not the Regulatory Agreement), when this refinancing is completed, the Regulatory Agreement will be senior to the New Senior Loan which places the Regulatory Agreement in a better position for enforcement on record title than currently exists. Accordingly, if the New Senior Loan is foreclosed, the Regulatory Agreement will remain in full force and effect.

(c) For over 15 years, Owner has operated the Affordable Housing Project as a senior affordable housing project in accordance with the Regulatory Agreement and to date there has not been any issues with respect to same.

(d) As no funds are being disbursed and the asset is not being transferred a result of the subordination agreement, approval of the Oversight Board is not required for the execution of the subordination agreement (Health & Safety Code 34180)

Section 2. The Successor Agency approves the execution of the subordination agreement whereby the RDA Deed of Trust will be subordinate to the New Senior Loan provided that the Successor Agency Counsel will deliver the executed subordination agreement to the loan escrow with a letter specifying the conditions precedent to the use of the subordination agreement, including, but not limited to, a new loan title policy being issued to the Successor Agency insuring the RDA Deed of Trust in second lien position, execution and recordation of a Request for Notice and a Request for Notice of Delinquency, all costs to paid by Owner, etc.

Section 3. The Successor Agency's executive director and legal counsel are hereby authorized and directed in the name and on behalf of the Successor Agency to take all actions and to execute any and all documents and make any modifications to the

subordination agreement which they may jointly deem necessary or appropriate in order to accomplish the purposes of this Resolution.

Section 4. The Secretary to the Successor Agency shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024

Gloria Olmos, Chair

ATTEST:

Donna G. Schwartz, Secretary

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

I, Donna G. Schwartz, Secretary to the Successor Agency to the South El Monte Improvement District, do hereby certify that the foregoing Resolution, being Resolution No. SA 24-03, was duly passed and approved by the Successor Agency to the South El Monte Improvement District at a regular meeting of said Board held the 23rd day of April 2024, and that the Resolution was passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, Secretary

ATTACHMENT B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Successor Agency
1415 N. Santa Anita Avenue
South El Monte, CA 91733
Attn: Executive Director

APN: 8118-012-074

Space above for Recorder's Use

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

This Subordination Agreement ("**Agreement**") is made as of April __, 2024, by SEL HOMES, LLC, a California limited liability ("**Owner**"), and the CITY OF SOUTH EL MONTE AS THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE SOUTH EL MONTE IMPROVEMENT DISTRICT, a public body, corporate and politic ("**Successor Agency**") in favor of CITIZENS BUSINESS BANK, a corporation ("**Senior Lender**").

Recitals:

A. Owner executed that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing dated October 25, 2007, in favor of the Successor Agency encumbering the real property described in Exhibit A attached hereto ("**Property**") which was originally recorded on October 31, 2007 as Instrument No. 20072455078 in the Official Records of Los Angeles County, State of California ("**Successor Agency Deed of Trust**"). The Successor Agency Deed of Trust secured certain obligations specified therein.

B. Owner has executed, or is about to execute, a note in favor of Senior Lender in the amount of Four Million Eight Hundred Thousand Dollars (\$4,800,000) ("**New Loan**") to be secured by a deed of trust ("**New Deed of Trust**") in favor of Senior Lender payable with a 5 year term and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently with this Agreement.

C. It is a condition precedent to obtaining the New Loan that the New Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the lien or charge of the Successor Agency Deed of Trust.

D. Senior Lender is willing to make the New Loan provided the New Deed of Trust is a lien or charge on the Property prior and superior to the lien or charge of the Successor Agency Deed of Trust and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Successor Agency Deed of Trust to the lien or charge of the New Deed of Trust in favor of Senior Lender.

E. It is to the mutual benefit of the parties that Senior Lender make such loan to Owner;

ATTACHMENT B

and Successor Agency is willing that the New Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon the Property which is unconditionally prior and superior to the lien or charge of the Successor Agency Deed of Trust.

Agreement

Therefore, Owner and Successor Agency agree for the benefit of Senior Lender as follows:

1. Upon recordation of this Agreement, the lien of the Senior Lender Deed of Trust, and any renewals, extensions, modifications and supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the lien or charge of the Successor Agency Deed of Trust.

2. Successor Agency understands that Senior Lender would not extend the New Loan without this Agreement and that Senior Lender is extending the New Loan in reliance upon, and in consideration of, the subordination provided in this Agreement.

3. This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Successor Agency Deed of Trust to the lien or charge of the Senior Lender Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between the Successor Agency Deed of Trust and the Senior Lender Deed of Trust, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Successor Agency Deed of Trust which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

4. Successor Agency consents to and approves (a) all provisions of the Senior Lender Deed of Trust and the New Loan, as the same may be amended from time to time, and (b) all agreements, including, but not limited to, any loan or escrow agreements between Owner and Senior Lender for the disbursement of the proceeds of the New Loan.

5. Successor Agency agrees and acknowledges that Senior Lender, in making disbursements pursuant to any such agreement between Senior Lender and Owner, is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.

6. Successor Agency intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Successor Agency Deed of Trust in favor of the lien or charge upon the Property of the Senior Lender Deed of Trust securing the New Loan. Successor Agency understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

ATTACHMENT B

7. Successor Agency acknowledges that an endorsement will be placed upon the Successor Agency Note that the Successor Agency Deed of Trust has by this Agreement been subordinated to the lien or charge of the Senior Lender Deed of Trust.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year as specified below.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

"OWNER":

SEL HOMES, LLC,
a California limited liability

By: _____
David E. Cook, Manager/Member

Dated: _____, 2024

"SUCCESSOR AGENCY"

CITY OF SOUTH EL MONTE AS THE
SUCCESSOR AGENCY OF THE COMMUNITY
DEVELOPMENT COMMISSION OF THE
SOUTH EL MONTE IMPROVEMENT
DISTRICT, a public body, corporate and politic

By: _____
Rene Salas, Executive Director

Dated: April __, 2024

ATTEST:

Donna G. Schwartz, Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP,

By: _____
Anthony Taylor, Agency Counsel

ATTACHMENT B

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of South El Monte, County of Los Angeles, State of California legally described as follows:

PARCEL 1:

Lot 11 of Tract No. 60628, in the City of South El Monte, County of Los Angeles, State of California, as per map recorded in Book 1317 Page(s) 17 and 18, of Maps, in the Office of the County Recorder of said County.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in deeds of record.

PARCEL 2:

An easement for drainage purposes over a 10 portion of Lot 8 of Tract No. 60628, as shown and delineated on said Tract Map and reserved by deed recorded January 16, 2007, as Instrument No. 07-79880, of Official Records.

APN: 8118-012-074

ATTACHMENT B

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 _____, 2024 before me, _____,
personally appeared _____,
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 B

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 _____, 2024 before me, _____,
personally appeared _____,
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)